

**THE HEIGHTS  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
LANDOWNERS ELECTION  
AND REGULAR MEETING  
MARCH 27, 2015**

**THE HEIGHTS  
COMMUNITY DEVELOPMENT DISTRICT AGENDA**

**MARCH 27, 2015 at 10:00 a.m.**

SoHo Capital, Inc.

Located at 2330 W. Horatio Street, Tampa, FL 33606

<b>District Board of Supervisors</b>	Chairman	Adam Harden
	Vice Chairman	Chas Bruck
	Supervisor	Charles A. Harden
	Supervisor	David Bruck
	Supervisor	I. Clay Thompson, III

<b>District Manager</b>	Meritus	Brian Lamb
	Meritus	Brian Howell

<b>District Attorney</b>	Foley	Charles Harper
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**District Engineer**

*All cellular phones and pagers must be turned off while in the meeting room*

**The District Agenda is comprised of four different sections:**

The meeting will begin at **10:00a.m.** with the third section called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

March 27, 2015

Board of Supervisors  
**The Heights Community Development District**

Dear Board Members:

The Landowners Election and Regular Meeting of The Heights Community Development District will be held on **Friday, March 27, 2015 at 10:00 a.m.** at the offices of SoHo Capital, Inc., located at 2330 W. Horatio Street, Tampa, FL 33606. Following is the Agenda for the Meeting:

**Call In Number: 1-866-906-9330**

**Access Code: 4863181**

**LANDOWNERS MEETING/ELECTION**

- 1. Call to Order**
- 2. Appointment of Meeting Chairman**
- 3. Announcement of Candidates/Call for Nominations**
- 4. Election of Supervisors**
- 5. Owners Request**
- 6. Adjournment**

**REGULAR MEETING OF THE BOARD OF SUPERVISORS**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
  - A. Consideration of Resolution 2015-01; Canvassing and Certifying the Results of the Landowners Election ..... Tab 01
  - B. Consideration of Resolution 2015-02; Re-Designating Officers ..... Tab 02
  - C. Consideration of Resolution 2015-03; Designation of a Qualified Public Depository ..... Tab 03
  - D. Consideration of Resolution 2015-04; Authorization of Signatories ..... Tab 04
  - E. Consideration of Resolution 2015-05; Authorization to Disburse Funds for Expenses ..... Tab 05
  - F. Consideration of Fiscal Year 2015 Developer Funding Agreement ..... Tab 06
  - G. Consideration of Resolution 2015-06; Authorize Filing of Expansion Petition ..... Tab 07
  - H. Authorize RFP for Development
  - I. Consideration of Resolution 2015-07; Bond Anticipation Note ..... Tab 08
  - J. Consideration of Resolution 2015-08; Public Bidding ..... Tab 09
- 4. BUSINESS ADMINISTRATIVE**
  - A. Consideration of Board of Supervisors Meeting Minutes August 29, 2014 ..... Tab 10
  - B. General Matters of the District
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,  
Brian Lamb  
District Manager

**RESOLUTION 2015-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, THE HEIGHTS Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

**WHEREAS**, following proper publication and notice thereof, on March 27, 2015, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

**WHEREAS**, at the March 27, 2015 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEIGHTS 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 following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes _____
Seat 2	_____	Votes _____
Seat 3	_____	Votes _____
Seat 4	_____	Votes _____
Seat 5	_____	Votes _____

**SECTION 3.** In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years <u>  4  </u>
Seat 2	_____	Years <u>  4  </u>
Seat 3	_____	Years <u>  2  </u>
Seat 4	_____	Years <u>  2  </u>
Seat 5	_____	Years <u>  2  </u>

**SECTION 4.** Said terms of office commenced on March 27, 2015.

**SECTION 5.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

**PASSED AND ADOPTED** this 27th day of March, 2015.

ATTEST:

**BOARD OF SUPERVISORS OF  
THE HEIGHTS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**RESOLUTION 2015-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE MANAGEMENT PROVIDED OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, The Heights Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) previously designated the Officers of the District; and

**WHEREAS**, the Board now desires to re-designate certain Officers whose service to the District relates to their position within the District management company.

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

- Section 1.**        \_\_\_\_\_ is appointed Chairman.  
                          \_\_\_\_\_ is appointed Vice Chairman.  
Brian Lamb        \_\_\_\_\_ is appointed Secretary.  
Robert Rios       \_\_\_\_\_ is appointed Treasurer.  
Brian Howell     \_\_\_\_\_ is appointed Assistant Secretary.  
                          \_\_\_\_\_ is appointed Assistant Secretary.  
                          \_\_\_\_\_ is appointed Assistant Secretary.  
                          \_\_\_\_\_ is appointed Assistant Secretary.

**Section 2.**        All prior designations which are inconsistent with the designations herein are forthwith rescinded.

**Section 3.**        This Resolution shall become effective on March 27, 2015.

**PASSED AND ADOPTED THIS 27<sup>th</sup> DAY OF MARCH, 2015.**

**ATTEST:**

**THE HEIGHTS  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY / ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2015-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, The Heights Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to select a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

**WHEREAS**, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

**WHEREAS**, the District, prior to making any public deposit, is required to furnish to the State Treasurer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

**WHEREAS**, the Board, having organized by electing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositories; and

**WHEREAS**, the Board wishes to designate a public depository for the funds of the District.

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

**Section 1.** \_\_\_\_\_ is hereby designated as the public depository for funds of The Heights Community Development District.

**Section 2.** In accordance with Section 280.17(4), Florida Statutes, the District’s Secretary is directed to furnish to the State Treasurer, prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts.

**Section 3.** The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish to the State Treasurer annually, not later than November 15<sup>th</sup> of each year, the information required in accordance with Section 280.17(3), Florida Statutes.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF MARCH, 2015.**

**THE HEIGHTS  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

**RESOLUTION 2015-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, The Heights Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the "Board") HAS SELECTED A DEPOSITORY AS DEFINED IN Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

**WHEREAS**, the Board desires now to authorize signatories for the operating bank account(s).

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

**Section 1.** The Chairman, Secretary, and Treasurer are hereby designated as authorized signatories for the operating bank account(s) of the Heights Community Development District.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF MARCH, 2015.**

**THE HEIGHTS  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**



**RESOLUTION 2015-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO DISBURSE FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS**

**WHEREAS**, The Heights Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “Board”) determines that for purposes of administrative and accounting necessity, the following resolution is in the best interest of the District and is necessary for the conduct of District business.

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

**Section 1.** The Board hereby authorizes the District Manager to disburse District funds for payment of invoices which meet all of the following requirements:

- a. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- b. The invoice must be for continuing goods or services pursuant to a contract or agreement authorized by the Board of Supervisors.
- c. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d. The invoice amount will not cause payments to exceed the adopted budget of the District.

**Section 2.** Any payment made pursuant to this Resolution shall be submitted to the Board of Supervisors at the next scheduled meeting and approved and ratified.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF MARCH, 2015.**

**THE HEIGHTS  
COMMUNITY DEVELOPMENT DISTRICT**

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**CHAIRMAN**

**ATTEST:**

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**SECRETARY**

**The Heights Community Development District**  
**Fiscal Year 2014-2015 Funding Agreement**

This **Agreement** is made and entered into this 27<sup>th</sup> day of March, 2015, by and among:

**THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Hillsborough County, Florida (hereinafter "District"), and

\_\_\_\_\_, a limited liability company and a landowner in the District with an address of \_\_\_\_\_ (the "Developer").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including on-site and off-site roadways improvements, water and sewer utility improvements, stormwater management system, open space and right-of-way improvements, recreation amenities, public park and other infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the Developers presently own and/or are developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein, (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District has adopted its general fund budget for the fiscal year 2014-2015 which year commences on October 1, 2014, and concludes on September 30, 2015 (the "Budget"); and

**WHEREAS**, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit B; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the Budget attached hereto as **Exhibit B**, within fifteen (15) days of written request by the District. Amendments to the Budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amendment this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer, in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2014-2015 Budget" in the public records of Hillsborough County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2014-2015 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sell any of the Property described in Exhibit A after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. Alternative methods of collection.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for Hillsborough County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set out in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Hillsborough County Property Appraiser.

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

5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, 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.

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

7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above. The Developer agrees that they shall be liable for all obligations contained in this Agreement, including but not limited to, any payment that must be made hereunder. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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.

8. This Agreement is solely for the benefit of the formal parties herein 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 hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto 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 herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of their business or of all or substantially all of their assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

10. 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 the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

Attest:

**THE HEIGHTS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

**WITNESS:**

\_\_\_\_\_  
a Florida limited liability company

a Florida limited liability company  
its Manager

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

- Exhibit A:** Property Description
- Exhibit B:** Budget

# *The Heights*

**Community Development District**

## **Final Operating Budget Fiscal Year 2015**

*September 18, 2014*

EXHIBIT B



**Meritus**  
Districts  
Solutions for Better Communities.

**The Heights**  
**Community Development District**

**Final Operating Budget**  
**Fiscal Year 2015**

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EXHIBIT B





**Background Information**

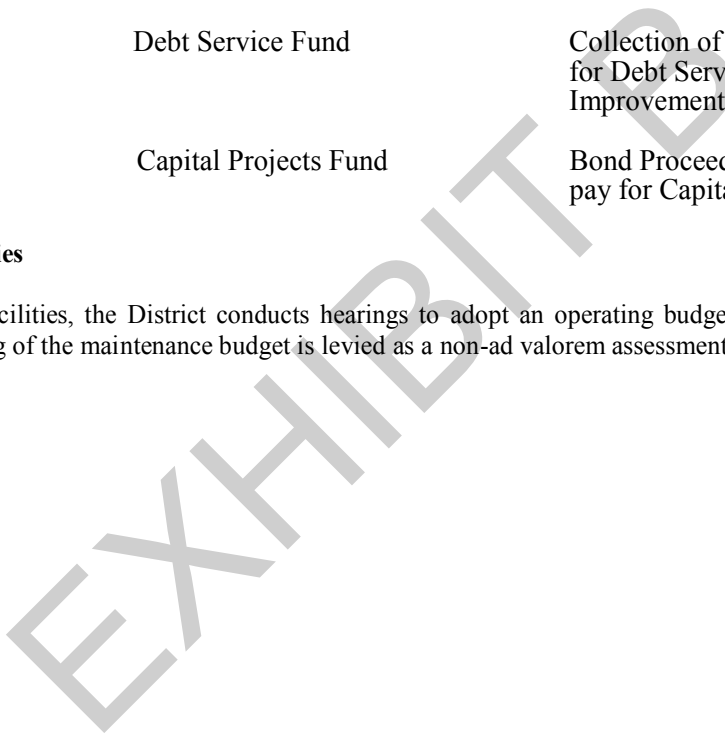
The Heights Community Development District is a local special purpose government authorized by Chapter 190, Florida Statute planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDD's represent This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and

The following report represents the District budget for Fiscal Year 2015, which begins on October 1, 2014. The District budget resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities
200	Debt Service Fund	Collection of Special Assessments for Debt Service on Capital Improvement Revenue Bonds
300	Capital Projects Fund	Bond Proceeds and Contributions to pay for Capital Improvements

**Maintenance of the Facilities**

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes the funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District.



**The Heights**  
**Community Development District**  
**Fiscal Year 2015 Final Operating Budget**  
**General Fund**

	Fiscal Year 2015 Final Operating Budget
<b>REVENUES</b>	
<b>Special Assessments</b>	
Operations & Maintenance Assessments	48,552
<b>Total Revenues</b>	<b>\$ 48,552</b>
<b>EXPENDITURES</b>	
<b>Legislative</b>	
Supervisor Fees	4000
<b>Total Legislative</b>	<b>\$ 4,000</b>
<b>Financial &amp; Administrative</b>	
District Management & Accounting Services	32,000
District Engineer	3,000
Disclosure	-
Trustee's Fees	-
Auditing Services	-
Postage, Phone, Faxes, Copies	-
Public Officials	1,577
Legal Advertising	1,000
Bank Fees	300
Dues, Licenses & Fees	175
Website Administration	-
Office Supplies	-
<b>Total Financial &amp; Administrative</b>	<b>\$ 38,052</b>
<b>Legal Counsel</b>	
District Counsel	4,000
<b>Total Legal Counsel</b>	<b>\$ 4,000</b>
<b>Electric Utility Services</b>	
Electric Utility Services-Streetlights	-
Electric Utility Services-All Others	-
<b>Total Electric Utility Services</b>	<b>\$ -</b>
<b>Garbage/Solid Waste Control Services</b>	
Garbage Collection	-
<b>Total Garbage/Solid Waste Control Services</b>	<b>\$ -</b>
<b>Water-Sewer Combination Services</b>	
Water Utility Services	-
<b>Total Water-Sewer Combination Services</b>	<b>\$ -</b>
<b>Other Physical Environment</b>	
Field Manager	-
Waterway Management System	-
Property & Liability Insurance	2,500
Amenities Staff	-
Landscape Maintenance - Contract	-
Pool Maintenance	-
Miscellaneous Landscape	-
Plant Replacement Program	-
Clubhouse Maintenance	-
Irrigation Maintenance	-
<b>Total Other Physical Environment</b>	<b>\$ 2,500</b>
<b>Road &amp; Street Facilities</b>	
Pavement & Drainage Repairs & Maintenance	-
<b>Total Road &amp; Street Facilities</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 48,552</b>



# The Heights Community Development District General Fund 001

## **Financial & Administrative**

### **District Manager**

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of

### **Recording Secretary**

As part of the consulting managers contract, the District retains a Recording Secretary to prepare and record the minutes of the official district records of proceeding.

### **District Engineer**

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

### **Disclosure Reporting**

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as

### **Trustees Fees**

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

### **Auditing Services**

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

### **Financial Services**

As part of the consulting managers contract, the District retains Financial Services to process invoices, tax-roll preparation and record the District's transactions in compliance with governmental accounting standards.

### **Travel Per Diem**

This applies at the current rate of mileage reimbursement for official District business.

### **Postage, Phone, Fax, Copies**

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

### **Rentals & Leases**

This is required of the District to store its official records.

### **Public Officials Insurance**

The District carries Public Officials Liability in the amount of \$1,000,000.

### **Legal Advertising**

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

### **Bank Fees**

The District operates a checking account for expenditures and receipts.

### **Dues, Licenses & Fees**

The District is required to file with the County and State each year.

### **Miscellaneous Fees**

To provide for unbudgeted administrative expenses.

### **Investment Reporting Fees**

This is to provide an investment report to the District on a quarterly basis.

### **Office Supplies**

Cost of daily supplies required by the District to facilitate operations.



# The Heights Community Development District General Fund 001

## Technology Services

This is to upgrade and keep current the operating components to comply with new governmental accounting standards along with basic website maintenance.

## Website Administration

This is for maintenance and administration of the District's official website.

## Capital Outlay

This is to purchase new equipment as required.

## Legal Counsel

### District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

## Electric Utility Services

### Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity needs.

## Garbage/Solid Waste Control Services

### Garbage Collection

This item is for pick up at the recreation facility and parks as needed.

## Water-Sewer Combination Services

### Water Utility Services

This item is for the potable and non-potable water used for irrigation.

## Other Physical Environment

### Non-Potable Irrigation Service

This item provides for irrigation service to the District's common area landscape program.

### Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

### Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

### Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

### Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

### Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

### Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

### Property Taxes

This item is for property taxes assessed to lands within the District.

### Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

## Road & Street Facilities

### Pavement & Drainage Repairs & Maintenance

This item is necessary to contract with a vendor to maintain the road and drainage infrastructure within the District



**The Heights**  
**Community Development District**  
**Fiscal Year 2015 Final Operating Budget**  
**Debt Service Fund**

**REVENUES**

Bond Proceeds	\$	-
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>-</b>

**EXPENDITURES**

Series 2014 May Bond Principal Payment	\$	-
Series 2014 May Bond Interest Payment	\$	-
Series 2014 November Bond Interest Payment	\$	-
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>-</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$</b>	<b>-</b>

**ANALYSIS OF BONDS OUTSTANDING**

Bonds Outstanding - Period Ending 11/1/2015	\$	-
Principal Payment Applied Toward Series 2014 Bonds	\$	-
<b>Bonds Outstanding - Period Ending 11/1/2015</b>	<b>\$</b>	<b>-</b>

\*\*Debt Service totals to be determined upon Issuance of the Series 2014 Bonds



**RESOLUTION NO. 2015-06**

**A RESOLUTION AUTHORIZING THE EXPANSION OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND AUTHORIZING THE SUBMITTAL OF A PETITION TO EXPAND THE DISTRICT TO THE CITY COUNCIL OF THE CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES.**

**WHEREAS**, The Heights Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "Act"), Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") desires to expand the boundaries of the District and to submit a Petition to Expand the Boundaries of The Heights Community Development District (the "Petition") for the area described as the "Property" in Exhibit "A" attached hereto;

**NOW THEREFORE, BE IT RESOLVED** that:

1. The Board hereby authorizes and approves of the expansion of the District, and the Board hereby authorizes and directs the Chair to sign and submit the Petition to the City Council of the City of Tampa, Hillsborough County, Florida.

2. The Board hereby authorizes and directs the Chair, the Vice Chair, any other member of the Board, the District Counsel, and the District Manager to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from the City Council of the City of Tampa, Hillsborough County, Florida

3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**Attest:**

**The Heights Community Development  
District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Adam Harden  
Chairman of the Board of Supervisors

CONSENT AND JOINDER OF LANDOWNER  
TO A COMMUNITY DEVELOPMENT DISTRICT

CITY OF TAMPA

The undersigned is the owner of following described real property in Hillsborough County Florida ("Property");

192269.0000,118 W PALM AVE  
192270.0000,122 W PALM AVE  
192273.0000,119 W OAK AVE  
192274.0000,113 W OAK AVE

The undersigned is the lawful owner of the subject Property and requests that it be joined to and included in the Heights Community Development District established in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are hereby requested to be joined to and included in the Heights Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, written consent to the joinder to and inclusion in the Heights Community Development District is required from one hundred percent (100%) of the owners of the lands to be included within the Heights Community Development District.

The undersigned hereby consents to the joinder and inclusion in the Heights Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Property is joined to and included in the Heights Community Development District or one year from the date hereof, which ever 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.

**IN WITNESS HEREOF**, land owner has executed this Consent and Joinder as of January 30, 2015.

**Hillsborough River Properties, LLC**, a Florida limited liability company

By: Ivy-7<sup>th</sup> & Highland Tampa, LLC, its Managing Member

By: Ivy Sub Property Corp., its Manager

By: St C C

Name: Steven C. Crawford  
Title: President

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2015, by Steven C. Crawford, as President of Ivy Sub Property Corp., who is personally known to me.

Print/Type/Stamp Name ANSALE TEFERRA

Notary Seal:





CONSENT AND JOINDER OF LANDOWNER  
TO A COMMUNITY DEVELOPMENT DISTRICT

CITY OF TAMPA

The undersigned is the owner of following described real property in Hillsborough County Florida ("Property");

192141.0000 323 W PALM AVE  
192153.0000 318 W ROSS AVE  
192159.0000 307 W PALM AVE  
192186.0000 603 W PALM AVE  
192187.0000 601 W PALM AVE  
192188.0000 501 W PALM AVE  
192263.0000 2000 N TAMPA ST

The undersigned is the lawful owner of the subject Property and requests that it be joined to and included in the Heights Community Development District established in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are hereby requested to be joined to and included in the Heights Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, written consent to the joinder to and inclusion in the Heights Community Development District is required from one hundred percent (100%) of the owners of the lands to be included within the Heights Community Development District.

The undersigned hereby consents to the joinder and inclusion in the Heights Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Property is joined to and included in the Heights Community Development District or one year from the date hereof, which ever 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.

IN WITNESS HEREOF, land owner has executed this Consent and Joinder as of January 29, 2015.

RIVERSIDE HEIGHTS HOLDINGS I LLC, a Florida limited liability company;

By: RIVERSIDE HEIGHTS HOLDINGS LLC its Manager

By: [Signature]  
Charles J Bruck  
Manager

RIVERSIDE HEIGHTS HOLDINGS III LLC, a Florida limited liability company;

By: RIVERSIDE HEIGHTS HOLDINGS LLC its Manager

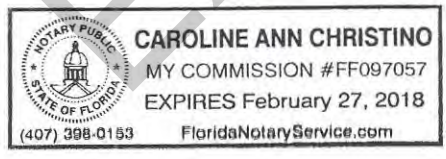
By: [Signature]  
Charles J Bruck  
Manager

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 29<sup>th</sup> day of January, 2015, by Charles J Bruck, personally known to me or has produced personally known as identification.

Print/Type/Stamp Name [Signature]

Notary Seal:



**RESOLUTION NO. 2015-07**

**A RESOLUTION OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT  
AUTHORIZING THE ISSUANCE OF A BOND ANTICIPATION NOTE(S)**

**RESOLUTION**

WHEREAS, The Heights Community Development District is a special purpose government created pursuant to Chapter 190, *Florida Statutes* and Ordinance No. 2006-161 adopted by City Council of the City on July 13, 2006 and effective on July 13, 2006, for the purpose of delivering certain community development services and facilities within and outside the boundaries of the district (the "District"); and

WHEREAS, pursuant to Part III of Chapter 163, *Florida Statutes*, the Community Redevelopment Act (the "Act") the City of Tampa created the Community Redevelopment Agency of the City of Tampa, Florida, a public body corporate and politic (the "Agency"); and

WHEREAS, Pursuant to the Act and City Council Resolution No. 99-0748, as amended by Resolution Nos. 2005-588 and 2006-223, created the Tampa Heights Riverfront CRA, formerly known as the Old Tampa Police Department Site CRA including the approval of a certain redevelopment plan (the "Redevelopment Plan") for the Tampa Heights Riverfront CRA (the "Redevelopment Area") as amended by City Council Resolution No. 2005-588 and 2006-223; and

WHEREAS, in order to resolve differences of opinion with respect to the City's exercise of the powers conferred by the Act, and the use of "redevelopment trust funds" (the "Trust Fund(s)") as such term is defined in the Act, the Agency, City and Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County") entered into that certain Interlocal Agreement Regarding Creation and Expansion of Community Redevelopment Areas as of March 5, 2003, which agreement was modified by the parties five (5) times as of June 4, 2003, December 17, 2003, April 21, 2004, June 21, 2006 and October 15, 2014 (collectively the "Interlocal Agreement"); and

WHEREAS, pursuant to the Interlocal Agreement, the Agency, City and County agreed that the "increment revenue" (as such term is defined in the Act") was to be appropriated to the Trust Fund for the The Tampa Heights Riverfront CRA in the manner described in the Interlocal Agreement and as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, pursuant to the interlocal agreement between the City, Agency and the District, the parties established the conditions under which the Agency is to pay the tax increment revenues to the District (the "CAD Interlocal Agreement"). The Interlocal Agreement and CAD Interlocal Agreement are sometime hereafter referred to collectively as the "Interlocal Agreements."

WHEREAS, the District is desirous of having the Redevelopment Area developed for such uses to serve the needs of the District and community and to increase tax revenues within

the Redevelopment Area, and the District, to stimulate and induce the redevelopment of the Redevelopment Area, has agreed to finance certain project costs by reimbursing the Developer (as hereafter defined) from property tax increment revenues, all in accordance with the terms and provisions of this Resolution, the Act and the Tampa Heights Riverfront Development Agreement effective November 21, 2013 (the "Development Agreement") between the Developer, CRA, City, and authorized by Resolution No. 2013-869 and Agency Resolution No. 2013-17 (the "Development Ordinance") and recorded in OR Book 22325, Page 1788 of the official records of Hillsborough County, Florida; and

WHEREAS, pursuant to the Development Agreement the project includes, among other things, major public infrastructure improvements, including the installation of new public underground utilities and roads, public parking, public transportation, sidewalks, landscaping, new and relocated streets, alleys, new and relocated potable water and waste water lines, new and relocated water pumping station(s), stormwater facilities, electrical 69kv distribution lines, new and relocated underground electrical, gas, cable and telephone service lines and facilities, and all grading, filling, and contouring associated therewith, the construction of a portion of the Riverwalk (as defined in the Development Agreement) including a connection to the Tampa Heights greenway (the "Qualified Infrastructure Improvements"); and

WHEREAS, pursuant to the Act, local governments and the District are authorized to enter into development agreements with developers to encourage a stronger commitment to comprehensive capital facilities planning, to ensure provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies subject to the conditions of such development agreements; and

WHEREAS, pursuant to the Development Agreement, Riverside Heights Development, LLC, a Florida limited liability company ("Developer") will develop the property within the Redevelopment Area as described in the Development Agreement and commence construction on the Qualified Improvements; and

WHEREAS, in consideration of the development of the Redevelopment Area and to reimburse certain redevelopment project costs incurred or to be incurred by or on behalf of the Developer in accordance with the Development Agreement and the Act, the District desires to issue for the benefit of the Developer, according to certain terms and conditions set forth herein, the bond anticipation note(s) (as defined below) as a tax increment revenue obligation; and

WHEREAS, at the request of the District, [REDACTED] has prepared its feasibility analysis of the incremental revenues projected to be available to support debt service on the bond anticipation note(s), a copy of which is on file with the District and based upon such analysis, the District has determined it is authorized pursuant to the Act and the Redevelopment Ordinance to issue debt in an aggregate principal amount not to exceed \$10,000,000 for the purpose of paying a portion of the eligible costs included within the Project; and

WHEREAS, pursuant to the Development Agreement and the bond anticipation note(s), the District shall be obligated to pay the principal and interest payments on the bond anticipation notes;

NOW, THEREFORE, BE IT RESOLVED BY THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. Definitions.** Whenever used in this Resolution, the following terms shall have the following meanings unless a different meaning is required by the context. In addition, terms not otherwise defined herein shall have the meaning set forth in the Development Agreement.

**“Certificate of Expenditure”** has the meaning set forth in Section 6 of this Resolution.

**“Committed Tax Increment Revenues”** has the meaning set forth in the CAD Interlocal Agreement.

**“Qualified Infrastructure Improvements”** has the meaning set forth in the recitals hereto and includes the property within the established boundaries of the Heights Riverfront Community Redevelopment Area.

**“Note”** or **“Note(s)”** means the bond anticipation note or notes.

**“Project”** means the development of the Qualified Improvements described in the Development Agreement.

**“District Note A”** means the Bond Anticipation Note(s) Tax Exempt Series A, in the aggregate principal amount of \$10,000,000, substantially in the form attached hereto as Exhibit B.

**SECTION 2. Issuance of and Terms of Note(s).** The District board of supervisors hereby finds that the issuance of the Note(s) will serve a public purpose and have determined the District shall initially borrow up to an aggregate principal amount of \$10,000,000 for the payment of a portion of the eligible costs included within the Project and note of the District shall be issued up to said amount and shall be designated:

(a) “Bond Anticipation Note(s), Tax Exempt Series A,” which shall be issued in the aggregate principal amount not to exceed \$10,000,000, shall be issued as a “draw-down” Note(s) such that principal of such Note(s) shall increase as advances pursuant to Certificates of Expenditure are issued by the District, and shall be registered R-1 (the “District Note(s) A”). District Note(s) A shall be issued for an initial principal amount not to exceed \$10,000,000.

The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding

principal amount thereof and shall become due and payable as provided therein. The proceeds of the Note is hereby appropriated for the purposes set forth in this Resolution.

District Note A shall bear interest at the rate of 6.5% per annum computed on the basis of a 360-day year of twelve 30-day months payable on December 1, commencing in 2016 until its maturity date. Interest on the Note(s) shall not be subject to federal income taxes.

The Note(s) shall mature on the date set forth in the form of Note(s) attached hereto. Principal and interest payments on the Note(s) shall be payable on December 1 of each year commencing on 2016, or may accrue until its maturity date or earlier payment in full, as described in the form of the Note(s).

The Note(s) shall be subject to further terms as are set forth in this Resolution and in the form of Note(s) attached hereto.

The principal of and interest on the Note(s) shall be paid by check or draft of the District manager, as registrar and paying agent (the "Registrar") (or, at the District's sole election, by wire transfer of funds), payable in lawful money of the United States of America to the person in whose name such Note(s) is registered at the close of business on the 15th day of the month immediately prior to the applicable payment date; provided that the final installment of the principal and accrued and unpaid interest of such Note(s) shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the District.

The Note(s) shall be signed by the manual or facsimile signature of the District Chairman and attested by the manual or facsimile signature of the District manager, and in case any officer, whose signature shall appear on any such Note(s) shall cease to be such officer before the delivery of the Note(s), such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note(s) shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the District for such Note(s), and showing the date of authentication. No Note(s) shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note(s) shall be conclusive evidence that the Note(s) has been authenticated and delivered under this Resolution.

**SECTION 3. Registration of Note(s).** The District shall cause books (the "Register") for the registration of the Note(s) as provided in this Resolution to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the District for the Note(s). The Registrar shall maintain a list of the names and addresses of the registered owner(s) from time to time of the Note(s), and upon transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor. The District is authorized to prepare, and the Registrar shall keep custody of, multiple Note(s) blanks executed by the District for use in the transfer of Note(s). Prior to any transfer of a Note(s), the

transferee shall deliver to the District an investor letter executed by a duly authorized officer of the transferee.

Upon surrender for transfer of any Note(s) authorized under this Resolution at the principal office of the Registrar, duly endorsed by, or accompanied by: (i) a written instrument or instruments of transfer in form satisfactory to the Registrar; (ii) an investment representation in form satisfactory to the District and duly executed by the registered owner or his attorney duly authorized in writing; (iii) the written consent of the District evidenced by the signature of the District Chairman (or his or her designee) on the instrument of transfer; and (iv) any deliveries required under this Resolution or the Redevelopment Agreement, the District shall execute and the Registrar shall authenticate, date, and deliver in the name of any such authorized transferee or transferees, a new fully registered Note(s) of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the District of a fully registered Note(s) shall constitute full and due authorization of such Note(s) and the Registrar shall thereby be authorized to authenticate, date, and deliver the Note(s), provided, however, that the principal amount of the Note(s) authenticated by the Registrar shall not exceed the authorized principal amount of the Note(s) less previous retirements. The Registrar shall not be required to transfer or exchange any Note(s) during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of the Note(s) nor to transfer or exchange the Note(s) after notice calling the Note(s) for redemption has been made, nor during a period of five (5) days next preceding mailing of a notice for redemption of principal of the Note(s). No beneficial interests in the Note(s) shall be assigned, except in accordance with the procedures for transferring the Note(s) described above.

The person or entity in whose name a Note(s) shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note(s) shall be made only to the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note(s) to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Note(s), but the District or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note(s).

**SECTION 4. Payment of Note(s).** Subject to the limitations set forth herein, the principal of the Note(s) shall be subject to redemption and prepayment as provided in the form of the Note(s) attached hereto as Exhibit B. On each December 1, as provided in the Note, the Registrar may proceed with the redemption and prepayment of the Note(s) without further notice or direction from the District.

**SECTION 5. Form of Note.** District Note A shall be prepared in substantially the form attached hereto as Exhibit B with such additions or modifications at the time of issuance as shall be determined to be necessary by the District Chairman (the "Authorized Officer").

**SECTION 6. Issuance of Certificate of Expenditures.** Pursuant to the Development Agreement, the Developer has agreed to perform construction and redevelopment work in the Redevelopment Area necessary for the Project. The eligible costs of such

construction and redevelopment up to the amount not to exceed \$10,000,000 shall be deemed to be a disbursement of the proceeds of the Note(s), and the outstanding principal amount of a Note(s) shall be increased by the amount of such advance. The principal amount outstanding of the Note(s) shall be the amount of principal indicated in such Note(s) on its date of issuance, or the sum of advances made pursuant to a form of certificate of eligibility and expenditure (the “Certificate of Expenditure”) executed by the District Chairman (or his or her designee) and authenticated by the Registrar, in accordance with the Development Agreement, minus any principal amount paid on such Note(s). A Certificate of Expenditure shall not be valid or obligatory under this Resolution unless or until authenticated by the Registrar by manual signature. The District shall not execute Certificates of Expenditures that total in excess of \$10,000,000. Upon execution of a Certificate of Expenditure, the Registrar shall promptly send the Certificate of Expenditure to the Registered Owner and retain a copy with the Register.

**SECTION 7. Payments on Note(s).** The Registrar shall Note(s) on the payment schedule attached to each Note(s) the amount of any payment of principal of or interest on such Note(s), including the amount of any redemption.

**SECTION 8. Execution of Note(s).** The Note(s) hereby authorized shall be executed as provided in this Resolution and the form of Note(s) and thereupon be deposited with the District Chairman, and by said Chairman, delivered to the respective Developer or to or upon their order.

**SECTION 9. Security for the Note(s).**

(a) **Special Tax Allocation Fund.** Pursuant to the Interlocal Agreements and Development Agreement, the District has created a special fund, designated as the Special Tax Allocation Fund for Qualified Infrastructure Improvements (the “Special Tax Allocation Fund”). The District Chairman is hereby directed to maintain the Special Tax Allocation Fund as a segregated interest-bearing account, separate and apart from the general fund or any other fund of the District, with a bank which is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the Interlocal Agreements and Development Agreement, all incremental taxes received by the District for the Redevelopment Area are to be deposited into the Special Tax Allocation Fund and within such fund in a separate accounts hereby created and established by the District and to be designated as the “Qualified Infrastructure Improvements Account”. All Incremental Property Taxes derived from the Qualified Infrastructure Improvements shall be deposited in the Qualified Infrastructure Improvements Account of the Special Tax Allocation Fund. District Note(s) A shall be secured by all Incremental Property Taxes on deposit in the Qualified Infrastructure Improvements Account.

(b) **Creation of Debt Service Account.**

(i) There is hereby created within the Special Tax Allocation Fund a separate and segregated subaccount to be known as the “**Debt Service A Account**” (the “**Debt Service A Account**”). On or prior to each December 1, the District Treasurer shall promptly transfer and deposit into the Debt Service A Account the Incremental Property Taxes which have been deposited into the Special Tax Allocation Fund.



(ii) Pledge of Debt Service A Account. The District hereby assigns, pledges, and dedicates the Debt Service A Account, together with all amounts on deposit in the Debt Service A Account to the payment of District Note(s) A, subject to the provisions and limitations of the Development Agreement. Upon deposit, the moneys on deposit in the Debt Service A Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Special Tax Allocation Fund. All moneys on deposit in the Debt Service A Account shall be used to pay the principal of, redemption price of and interest on the District Note(s) A, on each December 1, at maturity or upon payment or redemption prior to maturity, in accordance with its terms, which payments from the Debt Service A Account are hereby authorized and appropriated by the District. Upon payment of 100% of the principal amount due under the District Note(s) A and accrued interest in accordance with its terms, the amount on deposit in the Debt Service A Account shall be transferred to the Special Tax Allocation Fund and the Debt Service A Account shall be closed.

(c) Application of Debt Service Cap. On the date on which an amount equal to the total principal and interest due on the outstanding Note(s) (the “**Debt Service Cap**”) has been deposited to the Special Tax Allocation Fund and available for transfer to Debt Service A Account, the District Treasurer shall determine the amounts which have been deposited in the Special Tax Allocation Fund available for such transfer in excess of the Debt Service Cap and reduce pro rata the amounts that would otherwise be transferred to the respective Debt Service A Account but for the Debt Service Cap such that no more than an aggregate of total amount of principal and interest due on the outstanding Note(s) shall be transferred to the Debt Service A Account. Pro Rata shall mean a percentage when the numerator is equal to the outstanding principal amount of the District Note(s) A and the denominator is equal to the total outstanding principal amount of District Note(s) A as of the date of the calculation.

**SECTION 10. Limited Obligation.** The Note(s) is a special limited obligation of the District, and payable solely from amount on deposit in the Debt Service A Account and shall be a valid claim of the registered owner thereof only against said sources. The Note(s) shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the District, within the meaning of any constitutional or statutory provision. The registered owner of the Note(s) shall not have the right to compel any exercise of the taxing power of the the State of Florida, or any political subdivision thereof to pay the principal of or interest on the Note(s).

**SECTION 11. Investments.** Moneys on deposit in the Special Tax Allocation Fund and the accounts within such Fund may be invested as allowed under Florida law. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of, redemption price of, or interest on the Note(s).

**SECTION 12. Not Private Activity Bonds.** The Note(s) is not a “private activity bond” as defined in Section 141(a) of the Internal Revenue Code of 1986 (the “**Code**”). In support of such conclusion, the District certifies, represents, and covenants as follows:

(a) No direct or indirect payments are to be made on the Note(s) with respect to any private business use by any person other than a state or local governmental unit.

(b) None of the proceeds of the Note(s) is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

**SECTION 13. Rebate Requirements.** The District certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “**Rebate Requirement**”) to the United States:

(a) Unless an applicable exception to the Rebate Requirement is available to the District, the District will meet the Rebate Requirement.

(b) Relating to applicable exceptions, the District Chairman is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the District. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “**Penalty**”), then the District shall pay such Penalty.

(c) The officers of the District shall cause to be established at such time and in such manner as they may deem necessary or appropriate hereunder, a rebate fund, and such officers shall further, not less frequently than annually, cause to be transferred to the rebate fund the amount determined to be the accrued liability under the Rebate Requirement or the Penalty. Said officers shall cause to be paid to the United States, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(d) Interest earnings in the Debt Service Account are hereby authorized to be transferred, without further order or direction from the District Chairman, from time to time as required, to the rebate fund for the purposes herein provided; and other funds of the District are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only if appropriated by the District Board of Trustees.

**SECTION 14. Tax Covenants.** The District covenants that it: (i) will take those actions which are necessary to be taken (and avoid those actions which it is necessary to avoid taking) so that interest on District Note(s) A will not be or become included in gross income for federal income tax purposes under existing law including, without limitation, the Code; (ii) will take those actions reasonably within its power to take which are necessary to be taken (and avoid those actions which are reasonably within its power to avoid taking and which it is necessary to avoid) so that interest on District Note(s) A will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action in the investment of any fund or account of the District which would result in making interest on District Note(s) A subject to federal income taxes by reason of causing District Note(s) A to be an “arbitrage bond” within the meaning of Section 148 of the Code. In furtherance of the foregoing provisions, but without limiting their generality, the District agrees: (a) through its officers, to make such further specific covenants, certifications, and representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving District Note(s) A; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements, and

supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

**SECTION 15. Registered Form.** The District recognizes that Section 149(a) of the Code requires the Note(s) to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Note(s) is delivered. In this connection, the District agrees that it will not take any action to permit the Note(s) to be issued in, or converted into, bearer or coupon form.

**SECTION 16. Contract.** The provisions of this Resolution shall constitute a contract between the District and the registered owner(s) of each Note(s). All covenants relating to the Note(s) are enforceable by the registered owner of such Note(s).

**SECTION 17. Further Actions.** The District Chairman (or his or her designee) and the District Clerk (or his or her designee) and the other officers of the District are authorized to execute and deliver on behalf of the District such other documents, agreements, and certificates and to do such other things consistent with the terms of this Resolution as such officers and employees shall deem necessary or appropriate to effectuate the intent and purposes of this Resolution.

**SECTION 18. Invalidity.** If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Resolution.

**SECTION 19. Conflicts.** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict. No provision of the District code or violation of any provision of the District code shall be deemed to impair the validity of this Resolution or the instruments authorized by this Resolution or to impair the security for or payment of the instruments authorized by this Resolution; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the District code.

**SECTION 20.** **Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption.

Adopted this December \_\_, 2015.

THE HEIGHTS COMMUNITY DEVELOPMENT  
DISTRICT

(SEAL)

By: \_\_\_\_\_  
District Chairman

ATTEST

By: \_\_\_\_\_  
District Clerk

## EXHIBIT A

### LEGAL DESCRIPTION FOR QUALIFIED INFRASTRUCTURE IMPROVEMENTS

Tampa Heights Riverfront CRA  
Community Redevelopment Area  
Legal Description:

Begin at the center point of the intersection of the Right-Of-Way Lines of Tampa Street and Palm Avenue, run thence West, along the center line of the Palm Avenue Right-Of-Way line to the center point of the intersection of the Right-Of-Way Lines of Palm Avenue and Highland Avenue; thence run North along the center line of Highland Avenue to the center point of the intersection of the Centerlines of Ross Avenue and Highland Avenue; thence run West along the Centerline of the Ross Avenue Right-of-Way to the center point of the intersection of Ross Avenue and North Boulevard; thence run South along the center line of the North Boulevard Right-of-Way to the intersection of the North Boulevard Right-of-Way and the Centerline of the Hillsborough River (said centerline being equidistant from opposing mean high water lines as established by the U.S. Army Corps of Engineers); thence run East/Southeast along said centerline of the Hillsborough River to the intersection of the centerline of the Hillsborough River and the Northern Limited Access Right-of-Way line of Interstate-275; thence run East along the Northern Right-of-Way line of Interstate-275, to the Center point of the intersection of Interstate-275 and Tampa Street; and Tampa Street; thence run North along the center line of Tampa Street to the intersection of the Right-Of-Way lines of Tampa Street and Palm Avenue and the Point of Beginning; all of the area previously described is located within Section 13, Township 29 South, Range 18 East, City of Tampa, Hillsborough County, Florida; containing 77.04 acres, more or less.

# Tampa Heights Riverfront CRA



**EXHIBIT B**

TAX-EXEMPT SERIES A  
REGISTERED  
NO. R-1  
(DISTRICT NOTE A)

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

**THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT  
BOND ANTICIPATION NOTE,  
TAX-EXEMPT SERIES A**

Registered Owner: \_\_\_\_\_

Interest Rate: 6.5% per annum

Issue Date: April \_\_, 2015

Maturity Date: April \_\_\_\_, 2020

**KNOW ALL PERSONS BY THESE PRESENTS**, that The Heights Community Development District, established pursuant to Chapter 190, *Florida Statutes*, and Ordinance No. 2006-161 adopted by Tampa City Council on July 13, 2006 and effective on July 13, 2006 (the “District”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this District Note A (as hereafter defined) in accordance with the Resolution hereinafter referred to in the principal amount of \$\_\_\_\_\_ and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above from the Issue Date specified above. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Interest on accrued but unpaid interest on this District Note A shall accrue at the Interest Rate per year specified above until paid. Notwithstanding anything to the contrary contained in the Development Agreement (hereinafter defined) principal of and interest

on this District Note A are payable on December 1st of each year solely from Incremental Property Taxes as provided in the Development Agreement (hereinafter defined), on deposit in the Debt Service A Account created pursuant to Resolution No. \_\_\_\_\_ of the District adopted by the Board of Trustees of the District on \_\_\_\_\_, 2015 (the “**Note Resolution**”) pursuant to which this Note is issued. All payments made on this Note shall be applied first to accrued and unpaid interest and the balance to prepayments of principal. Interest owed on this District Note A is payable on each December commencing December 1, 2016 and each December thereafter to the Maturity Date or earlier redemption in full and shall be paid from amounts on deposit in the Debt Service A Account. The District may elect to make partial interest payments and or allow all or a portion of the interest due to accrue.

The principal of and interest on this District Note A are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Clerk of the District, as registrar and paying agent (the “**Registrar**”), at the close of business on the 15th day of the month immediately prior to the applicable payment, maturity, or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final payment of principal and accrued but unpaid interest will be payable solely upon presentation of this District Note A at the principal office of the Registrar in the District of Gilberts, Florida or as otherwise directed by the District.

This District Note A is issued by the District in fully registered form in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of paying the costs of certain eligible



redevelopment project costs incurred by the Developer (hereafter defined) in connection with the redevelopment of certain property in the Tampa Heights Riverfront CRA identified in the Note Resolution as the CRA (the “Project Area”) in the District, with such redevelopment work and related construction being defined as the “Project”, all in accordance with the laws of the State of Florida, and particularly Chapters 163 and 190, *Florida Statutes* (the “Acts”)and the Tampa Heights Riverfront Development Agreement and the Note Resolution, in all respects as by law required.

The District has assigned and pledged certain rights, title, and interest of the District in and to certain incremental ad valorem tax revenues from the Project Area which the District is entitled to receive pursuant to the Acts and the Interlocal Agreement Resolution No. \_\_\_\_\_ between the City of Tampa, Community Redevelopment Agency of the City of Tampa and the District (the “TIF Resolution”), in order to pay the principal of and interest on this District Note A. The revenues so pledged and on deposit in the Debt Service A Account are described in the Redevelopment Agreement (hereinafter defined as the “Incremental Property Taxes”. Reference is hereby made to the Note Resolution for a description, among others, with respect to the determination, custody, and application of said revenues, the nature and extent of such security with respect to this District Note A and the terms and conditions under which this District Note A is issued and secured. **THIS DISTRICT NOTE A IS NOT A GENERAL OR MORAL OBLIGATION OF THE DISTRICT BUT IS A SPECIAL LIMITED OBLIGATION OF THE DISTRICT, AND IS PAYABLE SOLELY FROM CERTAIN INCREMENTAL PROPERTY TAXES ON DEPOSIT IN THE DEBT SERVICE A ACCOUNT, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS DISTRICT NOTE A SHALL NOT**

**BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE DISTRICT, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS DISTRICT NOTE A SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS DISTRICT NOTE A.**

The principal of this District Note A is subject to prepayment and redemption in whole or in part on each December 1 from amounts on deposit in the Debt Service A Account, after paying accrued interest owed on this District Note A on such date, in increments of \$\_\_\_\_\_, at a redemption price of 100% of the principal amount being redeemed, without premium or penalty. Each payment of principal paid on each date should be noted on the Principal Payment Schedule attached to this District Note A and notice of any such redemption specifying the amount of such payment shall be sent by U.S. mail postage prepaid not less than five (5) days nor more than thirty (30) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the District maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

In no event shall the total principal and accrued interest paid on this District Note A, exceed \$\_\_\_\_\_ (the “**Debt Service Cap**”). On the date on which a total of \$\_\_\_\_\_ has been deposited to the Special Tax Allocation Fund, the District Treasurer shall determine the amounts which have been deposited in such Fund which are in excess of the

Debt Service Cap which are available to be transferred to the Debt Service A Account and reduce pro rata the amounts that would otherwise be transferred to such Accounts but for the Debt Service Cap such that the aggregate amount paid on District Note A shall not exceed the Debt Service Cap.

This District Note A is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Tampa, Florida, but only in the manner and subject to the limitations provided in the Note Resolution, and upon surrender and cancellation of this District Note A. Upon such transfer, a new District Note A of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this District Note A during the period beginning at the close of business on the 15th day of the month immediately prior to the maturity date of this District Note A nor to transfer this District Note A after notice calling this District Note A or a portion hereof for prepayment or redemption has been mailed, nor during a period of 5 days next preceding mailing of a notice of prepayment or redemption of this District Note A. Such transfer shall be in accordance with the form at the end of this District Note A.

This District Note A hereby authorized shall be executed and delivered as the Note Resolution and the Redevelopment Agreement provide. Pursuant to the Development Agreement dated as of November 21, 2013, (the "Development Agreement") between the District, the City of Tampa, the Community Redevelopment Agency of the City of Tampa, and the owners of real property within the redevelopment area, Riverside Heights Holdings, I, LLC a Florida limited liability company, Riverside Heights Holdings II, LLC a Florida limited liability company, Riverside Heights Holdings III, LLC a Florida limited liability company, Hillsborough River

Properties, LLC a Florida limited liability company, and Riverside Heights Development, LLC a Florida limited liability company (the “Developer”), the Developer has agreed to construct the Project and to be reimbursed certain eligible redevelopment project costs related to the Project.

The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the District nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts, and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this District Note A did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; that the issuance of this District Note A, together with all other obligations of the District, does not exceed or violate any constitutional or statutory limitation applicable to the District.

This District Note A shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, The Heights Community Development District, District of Gilberts, Kane County, Florida, by its Board of Supervisors, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this District Note A to be signed by the duly authorized signature of the District Chairman and attested by the duly authorized signature of the District Clerk, all as of \_\_\_\_\_, 2015.

\_\_\_\_\_  
District Chairman

(SEAL)

Attest:

\_\_\_\_\_  
District Clerk

#### CERTIFICATE OF AUTHENTICATION

Registrar and Paying Agent:  
Treasurer of The Heights,  
Community Development District,  
Tampa, Hillsborough County, Florida

This District Note A is described in the within mentioned Resolution and is the \$\_\_\_\_\_ Tax Increment Allocation Revenue Note Tax-Exempt Series A, of The Heights Community Development District.

\_\_\_\_\_  
Treasurer

Date: \_\_\_\_\_

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_ the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

\_\_\_\_\_ Dated \_\_\_\_\_  
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC

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

Serial No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**“PRINCIPAL PAYMENT SCHEDULE”**

<u>(December 1)</u> <u>Payment Date</u>	<u>Principal Amount</u>
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**RESOLUTION NO. 2015-08**

**A RESOLUTION OF THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT,  
AUTHORIZING THE COMMENCEMENT OF PUBLIC BIDDING OR REQUESTS  
FOR PROPOSALS FOR THE CONSTRUCTION OF QUALIFIED INFRASTRUCTURE  
IMPROVEMENTS, THE APPOINTMENT OF A REGISTRAR AND TREASURER AND  
DESIGNATION OF US AMERIBANK AS FDIC BANK FOR THE PROJECT WORK  
SPECIAL TAX ALLOCATION FUND AND DEBT SERVICE A ACCOUNT**

**RESOLUTION**

WHEREAS, The Heights Community Development District is a special purpose government created pursuant to Chapter 190, *Florida Statutes* and Ordinance No. 2006-161 adopted by City Council of the City on July 13, 2006 and effective on July 13, 2006, for the purpose of delivering certain community development services and facilities within and outside the boundaries of the district (the "District"); and

WHEREAS, Pursuant to the Act and City Council Resolution No. 99-0748, as amended by Resolution Nos. 2005-588 and 2006-223, created the Tampa Heights Riverfront CRA, formerly known as the Old Tampa Police Department Site CRA including the approval of a certain redevelopment plan (the "Redevelopment Plan") for the Tampa Heights Riverfront CRA (the "Redevelopment Area") as amended by City Council Resolution No. 2005-588 and 2006-223; and

WHEREAS, the District is desirous of having the Redevelopment Area developed for such uses to serve the needs of the District and community and to increase tax revenues within the Redevelopment Area, and the District, to stimulate and induce the redevelopment of the Redevelopment Area, has agreed to finance certain project costs by reimbursing the Developer (as hereafter defined) in accordance with the terms and provisions of District resolutions, the Act and the Tampa Heights Riverfront Development Agreement effective November 21, 2013 (the "Development Agreement") between the Developer, CRA, City, and authorized by Resolution No. 2013-869 and Agency Resolution No. 2013-17 (the "Development Ordinance") and recorded in OR Book 22325, Page 1788 of the official records of Hillsborough County, Florida; and

WHEREAS, pursuant to the Development Agreement the District desires to commence public bidding or issue requests for proposals to commence the public project, including, among other things, major public infrastructure improvements, the installation of new public underground utilities and roads, public parking, public transportation, sidewalks, landscaping, new and relocated streets, alleys, new and relocated potable water and waste water lines, new and relocated water pumping station(s), stormwater facilities, electrical 69kv distribution lines, new and relocated underground electrical, gas, cable and telephone service lines and facilities, and all grading, filling, and contouring associated therewith, the construction of a portion of the Riverwalk (as defined in the Development Agreement) including a connection to the Tampa Heights greenway (the "Qualified Infrastructure Improvements"); and



WHEREAS, the District now desires to authorize the District manager, to serve as registrar and paying agent for the District as required pursuant to separate resolution for the issuance of bond anticipation revenue notes; and

WHEREAS, the District is desirous of establishing FDIC insured accounts with US Ameribank to hold all incremental tax revenue received by the District for the Redevelopment Area and to establish with US Ameribank the Special Tax Allocation Fund as a segregated interest-bearing account, separate and apart from the general fund or any other fund of the District and to establish the Debt Service A Account;

NOW, THEREFORE, BE IT RESOLVED BY THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. Definitions.** Whenever used in this Resolution, all words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in District Resolution \_\_\_\_\_, and Development Agreement.

**SECTION 2. Authorization.** The commencement of public bidding or issuance of requests for proposals are hereby authorized for the construction of the Qualified Infrastructure Improvements. The District manager, \_\_\_\_\_ is hereby authorized to serve as Registrar and paying agent for the district on account of any bond anticipation revenue notes, to execute Certificates of Expenditure pursuant to the requirements of District Resolution \_\_\_\_\_.

**SECTION 3. Approval of US Ameribank.** The Board hereby approves US Ameribank to hold on account all incremental tax revenue deposits and to establish the Special Tax Allocation Fund account and Debt Service A Account.

**SECTION 4. Further Actions.** The District President (or his or her designee) and the District Clerk (or his or her designee) and the other officers of the District are authorized to execute and deliver on behalf of the District such other documents, agreements, and certificates and to do such other things consistent with the terms of this Resolution as such officers and employees shall deem necessary or appropriate to effectuate the intent and purposes of this Resolution.

**SECTION 5. Invalidity.** If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Resolution.

**SECTION 6. Conflicts.** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict. No provision of the District code or violation of any provision of the District code shall be deemed to impair the validity of this Resolution or the instruments authorized by this Resolution or to impair the security for or payment of the instruments authorized by this Resolution; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the District code.

**SECTION 7. Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption.

Adopted this March \_\_, 2015.

THE HEIGHTS COMMUNITY DEVELOPMENT  
DISTRICT

(SEAL)

By: \_\_\_\_\_  
District President

ATTEST

By: \_\_\_\_\_  
District Clerk/Secretary/Assistant Secretary

# THE HEIGHTS COMMUNITY DEVELOPMENT DISTRICT

## August 29, 2014 Minutes of the Continued Regular Meeting and Public Hearing

### Minutes of the Continued Regular Meeting and Public Hearing

The Continued Regular Meeting and Public Hearing of the Board of Supervisors for The Heights Community Development District was held on Friday, August 29, 2014 at 10:00 a.m. at the offices of SoHo Capital, Inc. located at 2330 W. Horatio Street, Tampa, FL 33606.

#### 1. PLEDGE OF ALLEGIANCE

#### 2. CALL TO ORDER

Mr. Lamb called the continued regular meeting and public hearing of the Board of Supervisors of The Heights Community Development District to order on Friday, August 29, 2014 at 10:00 a.m.

Board Members Present and Constituting a Quorum:

Adam Harden	Chairman
Clay Thompson	Supervisor
David Bruck	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Meritus
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#### 3. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS

#### 4. VENDOR AND STAFF REPORTS

- A. District Counsel
- B. District Engineer

#### 5. PUBLIC HEARING ON FISCAL YEAR 2015 PROPOSED BUDGET

##### A. Staff Presentations

Mr. Lamb went over the Fiscal Year 2015 Proposed Budget with the Board members present.

##### B. Public Comment

##### C. Close the Public Hearing on Fiscal Year 2015 Proposed Budget

MOTION TO:	Approve proposed budget.
MADE BY:	Supervisor Harden
SECONDED BY:	Supervisor Bruck
DISCUSSION:	None further
RESULT:	Called to Vote: motion PASSED 3/0 - Motion passed unanimously

45 **6. CONSENT AGENDA**

46  
47 Mr. Lamb discussed the items on the Consent Agenda with the Board and items A, B, C, E, and F will be  
48 discussed at a later time.  
49

- 50 **A. Consideration of Resolution 2014-07; Designation of a Qualified Public Depository**  
51 **B. Consideration of Resolution 2014-08; Authorization of Signatories**  
52 **C. Consideration of Resolution 2014-09; Authorization to Disburse Funds for Expenses**  
53 **D. Consideration of Resolution 2014-11; Approving the Fiscal Year 2015 Budget**  
54

55 MOTION TO: Approve Resolution 2014-11 approving the Fiscal Year  
56 2015 Budget.  
57 MADE BY: Supervisor Harden  
58 SECONDED BY: Supervisor Bruck  
59 DISCUSSION: None further  
60 RESULT: Called to Vote: motion PASSED  
61 3/0 - Motion passed unanimously

- 62  
63 **E. Consideration of Fiscal Year 2015 Developer Funding Agreement**  
64 **F. Consideration of Resolution 2014-12; Imposing Special Assessments**  
65 **G. Consideration of Resolution 2014-13; Setting Fiscal Year 2015 Meeting Schedule**  
66

67 MOTION TO: Approve Resolution 2014-13 setting Fiscal Year 2015  
68 Meeting Schedule.  
69 MADE BY: Supervisor Bruck  
70 SECONDED BY: Supervisor Harden  
71 DISCUSSION: None further  
72 RESULT: Called to Vote: motion PASSED  
73 3/0 - Motion passed unanimously

- 74  
75 **H. Consideration of the Board of Supervisors Meeting Minutes, April 2, 2014**  
76 **I. Consideration of the Landowners Election Meeting Minutes, April 2, 2014**  
77

78 MOTION TO: Approve both meeting minutes of April 2, 2014.  
79 MADE BY: Supervisor Harden  
80 SECONDED BY: Supervisor Bruck  
81 DISCUSSION: None further  
82 RESULT: Called to Vote: motion PASSED  
83 3/0 - Motion passed unanimously

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86 **7. BUSINESS ITEMS**

- 87 **A. General Matters of the District**

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**8. MANAGEMENT REPORTS**

**A. District Manager**

**9. SUPERVISOR REQUEST**

**10. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**

**11. ADJOURNMENT**

MOTION TO:	Adjourn
MADE BY:	Supervisor Harden
SECONDED BY:	Supervisor Bruck
DISCUSSION:	None further
RESULT:	Called to Vote: motion PASSED
	4/0 - Motion passed unanimously

*\*These minutes were done in summary format.*

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

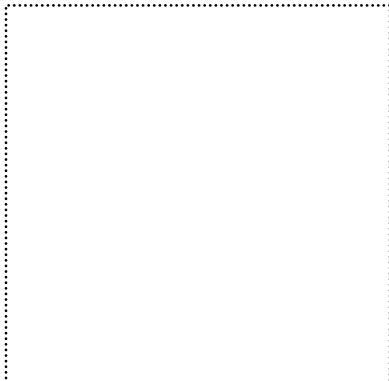
\_\_\_\_\_  
**Printed Name**

**Title:**

- Chairman**
- Vice Chairman**

**Title:**

- Secretary**
- Assistant Secretary**



*Recorded by Records Administrator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*