

ACREE
Community Development District

APRIL 30, 2026

AGENDA

Acree
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092
1-877-304-9269 Code: 5301710

April 23, 2026

Board of Supervisors
Acree Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Acree Community Development District will be held **Thursday, April 30, 2026 at 9:30 a.m.** at 1000 Riverside Avenue, Suite 600, Jacksonville, Florida 32204.

- I. Roll Call
- II. Public Comments (*regarding agenda items below*)
- III. Consideration of Minutes of the October 14, 2025 Meeting
- IV. Items Related to Dissolution
 - A. Landowner Letter to the Board
 - B. Consideration of Resolution 2026-01, Dissolution Resolution
 - C. Consideration of Dissolution Funding Agreement
- V. Supervisor's Request and Public Comments
- VI. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
ACREE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Acree Community Development District was held Tuesday, October 14, 2025, at 10:03 a.m. at 1000 Riverside Avenue, Suite 600, Jacksonville, Florida.

Present and constituting a quorum:

Shannon Acevedo	Vice Chairman
Andre Green	Supervisor
Justin Holmes	Supervisor

Also present:

Daniel Laughlin	District Manager, GMS
Wes Haber <i>by phone</i>	District Counsel, Kutak Rock

The following is a summary of the actions taken at the October 14, 2025, regular meeting of the Acree Community Development District Board of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 10:03 a.m. and called the roll. Four Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comments *(regarding agenda items below)*

Mr. Laughlin stated that no members of the public were present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the July 29, 2025, Meeting

Mr. Laughlin presented the minutes of the July 29, 2025, meeting and asked if there were any questions, comments, or revisions. The Board had no changes to the minutes.

On MOTION by Mr. Green, seconded by Ms. Acevedo, with all in favor, the Minutes of the July 29, 2025, Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Audit Engagement Letter with Grau & Associates

Mr. Laughlin stated that this will allow them to begin the audit for Fiscal Year 2025, which ended in September. He noted that this is the company the Board had selected when we did the audit committee and stated that it is a basic document each year. He asked for a motion to approve the audit engagement letter.

On MOTION by Ms. Acevedo, seconded by Mr. Green, with all in favor, the Audit Engagement Letter with Grau & Associates, was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber had nothing to report but offered to answer any questions.

B. Engineer

Mr. Laughlin stated that he has not heard anything from the engineer in a while and is not sure if there are any plans or what the bond issuance or the starting of anything is and stated that they can start the process pretty quickly. He added that he sent out some draft versions but has not heard any confirmation of it being finalized.

C. Manager – Review of Fiscal Year 2025 Goals & Objectives

Mr. Laughlin stated the only thing he has is the review of the Fiscal Year 2025 Goals and Objectives and that they satisfied all of them. He noted that since the infrastructure never got built, He was unsure if that is no longer applicable or it was achieved in the fact that there is nothing to expect. He stated that they will check all the boxes that were completed and post it to the website, which is the requirement.

SIXTH ORDER OF BUSINESS

Supervisor’s Request and Public Comments

There were no members of the public present, and there were no Supervisor requests.

SEVENTH ORDER OF BUSINESS Financial Statements as of August 31, 2025

Mr. Laughlin presented the financial statements as of August 31, 2025, and asked if there were questions, comments, or discussions.

EIGHTH ORDER OF BUSINESS Ratification of Funding Request No. 18

Mr. Laughlin stated that the Funding Request No. 18 for \$14,416.29 had been reviewed, and there were no questions or comments. A motion was made to ratify both requisitions.

On MOTION by Ms. Acevedo, seconded by Mr. Green, with all in favor, Funding Request No. 18, was ratified.

**NINTH ORDER OF BUSINESS Next Scheduled Meeting – January 13, 2025 @
10:00 a.m.**

Mr. Laughlin stated that the next scheduled meeting isn't until January 13th so if anything does come up between now and then as far as wanting to move forward with bond stuff, they can schedule a special meeting.

TENTH ORDER OF BUSINESS Adjournment

Mr. Laughlin adjourned the meeting.

On MOTION by Mr. Green, seconded by Ms. Acevedo, all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

A.

_____, 2026

Board of Supervisors
Acree Community Development District
c/o Jim Oliver, District Manager
Governmental Management Services, LLC (GMS)
Town Center 1 at World Golf Village
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Dear Board of Supervisors:

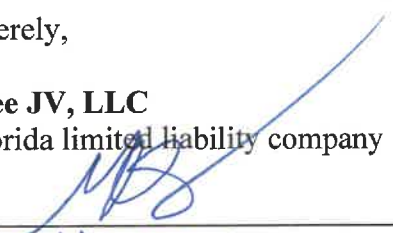
I am authorized to issue this letter on behalf of Acree JV, LLC, (the "**Landowner**"). The Landowner is the majority landowner of the property located within the Acree Community Development District (the "**District**"). Although the District was initially established to construct and/or acquire certain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

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

Thank you for your consideration of this request.

Sincerely,

Acree JV, LLC
a Florida limited liability company

By: 
Name: Manager

B.

RESOLUTION 2026-01

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

RECITALS

WHEREAS, the Acree Community Development District (the “**District**”) was established by Ordinance No. 2022-852-E of the City Council of the City of Jacksonville, Florida, pursuant to Chapter 190, *Florida Statutes*; and

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

WHEREAS, Acree JV, LLC, (the “**Developer**”), is the primary developer and majority landowner of the lands within the District; and

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

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

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

WHEREAS, the District’s Board of Supervisors (the “**Board**”) determined, based upon information provided to it by Developer, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District may be provided by and through Developer, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at

a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

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

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

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

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

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

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

WHEREAS, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated _____, 2026, and attached hereto as **Exhibit B** whereby the Developer has agreed, among other things, to directly fund any costs associated with the dissolution; and

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

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

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

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

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

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

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

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED on this 30th day of April, 2026.

ATTEST:

**ACREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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

Exhibit A

PLAN OF DISSOLUTION FOR THE ACREE COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

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

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

- B. The District's agreement with the firm of Governmental Management Services, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Governmental Management Services, LLC.
- C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including, but not limited to, those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

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

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2026-___.

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

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

Attachment 1

1. District Management
2. District Counsel

Exhibit B
Dissolution Funding Agreement

C.

DISSOLUTION FUNDING AGREEMENT

This **DISSOLUTION FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this 30th day of April, 2026, by and between:

ACREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Jacksonville, Duval County, Florida (the “**District**”); and

ACREE JV, LLC, a Florida limited liability company with a mailing address of 1000 Riverside Avenue, Suite 600, Jacksonville, Florida 32204 (“**Landowner**”), and

RECITALS

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

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

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

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

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

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

WHEREAS, any such work shall only be performed as necessary to seek the dissolution of the District; and

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

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

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

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

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

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

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

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

7. AMENDMENTS; ASSIGNMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such written approval shall be void.

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

If to Landowner: Acree JV, LLC
1000 Riverside Avenue, Suite 600
Jacksonville, Florida 32204
Attn: _____

If to District: Acree Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Stephanie Brown

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Wesley S. Haber

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

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

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

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

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

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

[Signatures on next page]

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

ATTEST:

**ACREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

ACREE JV, LLC, a Florida limited liability company

[Print Name] _____

By: _____
Its: _____

EXHIBIT A: Plan of Dissolution

Exhibit A
PLAN OF DISSOLUTION

PLAN OF DISSOLUTION FOR
THE ACREE COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District currently does not provide any community development services to the owners of lands within the boundaries of the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City Council of the City of Jacksonville, Florida (the “City”), the District shall utilize existing funds on account to pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

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

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.**

A. All contractual obligations shall be addressed as follows:

- (1) The District’s agreement with the firm of Kutak Rock LLP, to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.
- (2) The District’s agreement with the firm of Special District Services, Inc., to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Special District Services, Inc.
- (3) All other agreements of the District shall expire and be void upon the effective dissolution of the District.

8. **NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Acree Community Development District in the public records of Duval County, Florida. A copy of the Ordinance passed

by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. The District's Chairman, in consultation with District Counsel and the District Manager, may modify this Plan of Dissolution prior to the effective date of any ordinance of the City dissolving the District.

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State by the District Manager. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the Florida Secretary as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

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