

**HERITAGE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS  
MEETING  
MAY 16, 2014**

# HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT AGENDA MAY 16, 2014 9:00 a.m. (CDT)

Taking place at the office of Pelican Real Estate,  
5210 S. Ferdon Blvd., Crestview, FL 32536

<b>District Board of Supervisors</b>	Louis Weltman Douglas Turner William Bailey Richard Bennett	Chair Vice Chair Supervisor Supervisor
<b>District Manager</b>	Debra Anderson	Rizzetta & Company, Inc.
<b>District Attorney</b>	Ronald Lewis	Bearden, Lewis & Thomas, L.L.P.
<b>District Engineer</b>	Matt Zinke	Gustin, Cothorn, & Tucker, Inc.

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

## **The District Agenda is comprised of five different sections:**

The meeting will begin promptly at **9:00 a.m. (CDT)** with the first section, which is called **Audience Comments**. 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 MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second 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 third section is 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. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (850) 334-9055 at least seven days in advance of the scheduled meeting. Requests to address items that are not on this 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 **Staff Reports**. This section allows the District Manager, 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**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

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 850-334-9055, 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.

**HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT OFFICE • 120 RICHARD JACKSON BLVD • SUITE 220  
PANAMA CITY BEACH, FL 32407**

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May 9, 2014

Board of Supervisors  
**Heritage Plantation Community  
Development District**

Dear Board Members:

A special meeting (“Meeting”) of the Board of Supervisors of Heritage Plantation Community Development District (“CDD” or “District”) will be held on **Friday, May 16, 2014 at 9:00 a.m. (CST)** at the office of Pelican Real Estate, 5210 S. Ferdon Blvd, Crestview, FL 32536. The following is the tentative agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Board Supervisor(s) Replacement
    1. Administer Oath of Office to Newly Appointed Supervisor(s) (*if Applicable*)..... Tab 1
    2. Review of Form 1 and Sunshine Law Requirements
  - B. Consideration of Minutes of the Board of Supervisors’ Meeting held on March 12, 2014..... Tab 2
- 3. BUSINESS ITEMS:**
  - A. Discussion and vote of Supervisors to authorize the Chairman and/or the Manager, as applicable, subject to the confirmation of the Plan of Re-organization of Southeastern Consulting & Development Co., Inc., but otherwise without limitation, as follows:
    - i. to execute an Agreement with Southeastern Consulting & Development Co., Inc. (“SCDC”) consistent with the amended treatment of the District’s unsecured and secured claims against SCDC in connection with SCDC’s Plan of Reorganization (the “Plan”), including but not limited to the assumption of obligations, as well as the conveyance of assets from SCDC to the District..... Tab 3
    - ii. to execute the 3rd Amendment to the Development Agreement by and between SCDC, the District and the County..... Tab 4

- iii. to issue tax certificates in connection with the assessments levied by the District on lots within the District
  - iv. to schedule the necessary special hearings related to the purchase of the Wastewater Treatment Plant and Wastewater assets as contemplated by the Plan
  - v. to obtain the necessary insurance in connection with the ownership and operation of the Wastewater Treatment Plant
  - vi. to execute an agreement with Panhandle Alarm and Telephone Co. for security in connection with the Wastewater Treatment Plan and the Gatehouse Building at Heritage Plantation..... Tab 5
  - vii. to execute an agreement, independently, or jointly with the Heritage Plantation Homeowners' Association, Inc., with Village Environmental Services for maintenance of the common areas of the District and the HOA for the benefit of all of the lot owners
- B. Discussion and vote of Supervisors to authorize the Manager or one or more Supervisors, other than the Chairman, without limitation, to negotiate the treatment of the District's Claims under the Chapter 11 proceedings of Louis S. Weltman..... Tab 6
- C. Discussion and vote of Supervisors to authorize the Manager to execute documents related to advances from Assessment Claims, LLC. to pay for operating expenses of the District, as well as the cost of other disbursements approved by the Supervisors, including but not limited to Fencing for the Wastewater Treatment Plant..... Tab 7
- D. Presentation of Fiscal Year 2014/2015 Proposed Budget (*under separate cover*)
- 1. Consideration of Resolution 2014-03, Approving Fiscal Year 2014/2015 Proposed Budget and Setting a Public Hearing on the Final Budget..... Tab 8
- E. Consideration of Special Assessments related to completion of District obligations: Final lift of Asphalt for Phases I and II and remediation of District stormwater and roadways
- F. Announcement of Landowner's Election..... Tab 9

5. **STAFF REPORTS**
  - A. District Manager
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at 850-334-9055.

Very truly yours,

*Debi Anderson*

Debra Anderson  
District Manager

cc: Matt Zinke, Gustin, Cothorn, & Tucker, Inc.  
George Taylor, III, Trustee Counsel, Burr & Forman, LLP  
Ronald B. Lewis, Esq., District Counsel, Lewis & Thomas, P.A.  
Lot Owners

## **Tab 1**

**HERITAGE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Heritage Plantation Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

## **Tab 2**



**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the 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.

**HERITAGE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Heritage Plantation Community Development District was held on **Wednesday, March 12, 2014 at 9:00 a.m. (CST)** at the office of Pelican Real Estate, 5210 South Ferdon Boulevard, Crestview, FL 32536.

Present and constituting a quorum:

Louis Weltman	<b>Board Supervisor, Chairman</b>
Doug Turner	<b>Board Supervisor, Vice Chairman</b>
William A. Bailey	<b>Board Supervisor, Assistant Secretary</b>
Richard Bennett	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Debi Anderson	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Ron Lewis	<b>District Counsel, Bearden, Lewis &amp; Thomas, LLP</b> <i>(via speakerphone)</i>
George Taylor	<b>Trustee Counsel, Burr &amp; Forman, LLP</b> <i>(via speakerphone)</i>
Marc Solomen	<b>Trustee Counsel, Burr &amp; Forman, LLP</b> <i>(via speakerphone)</i>
Brian Rich	<b>Developers Counsel, Berger Singerman, LLP</b> <i>(via speakerphone)</i>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Anderson called the meeting to order and read roll call. Mr. Weltman, Mr. Bailey, and Mr. Bennett submitted Form 8B Memorandums of Voting Conflict for County, Municipal, and Other Local Public Officials.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Board Supervisor  
Replacement**

Mr. Weltman asked that the item be tabled until the next meeting given that not all of the interested candidates are in attendance.

On a Motion by Mr. Bailey, seconded by Mr. Turner, with all in favor, the Board tabled the consideration of appointing a replacement supervisor for the Heritage Plantation Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of  
Supervisors' Meetings Held on February  
20, 2014**

On a Motion by Mr. Turner, seconded by Mr. Bailey, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on February 20, 2014 for the Heritage Plantation Community Development District.

**FIFTH ORDER OF BUSINESS**

**Discussion Regarding Filing Motion of  
Relief from Automatic Stay**

Mr. Solomon, attorney for the Indenture Trustee, stated his case for relief of the automatic stay explaining that the initial request was made in September of 2011 with subsequent requests occurring in May and June of 2012, and he feels it would be appropriate to take action at this time. He stated that there is basis in bankruptcy codes for the stay, given the lack of equity in the property at issue and lack of adequate protection. Mr. Solomon opined that the property is not necessary for the reorganization. He quoted from the prior minutes of a District meeting and debtor's schedules to make his point on the matter of property depreciation and lack of equity.

A lengthy discussion ensued regarding opposing opinions on the need for the relief of the stay to occur and what is in the best interest of the District. It was stated that whether the District agrees to the Trustees request and it is affirmed or the Developer proceeds with the reorganizational plan and it is confirmed, the District ends up with the property—it is really a matter of timing. Mr. Taylor argued that agreeing to file the motion for relief of stay would enable the bondholders to find a developer to come in and finish the project and the Board has a fiduciary and legal obligation to do so. He indicated that the Trustee has made a business decision that the current developer may not be the best entity to complete the project, since it has done nothing to improve the situation over the past 33 months. Mr. Weltman agreed that the Board does have a fiduciary duty to the District; however disagreed on what resolution best benefits all the parties. He stated the District has requested funding from the Trustee to maintain the property and address the issues mentioned by Mr. Solomon, but to date no funding has been forthcoming.

Mr. Weltman noted that the current developer has ample funding available to complete the project, but finding builders willing to purchase the property and start building again hinges on the control of waste water being in the hands of the District and the reorganizational plan provides for this. Both District Counsel and Developer's Counsel questioned the need to approve the motion at this time and whether it is in anyone's best interest to simply speed up the process. Mr. Rich stated that the Developer would strongly oppose any motion seeking relief from the stay.

Audience comments were entertained on the matter with residents expressing a desire for conditions to improve in the community. They questioned why the Trustee would be willing to fund legal costs of filing the motion for relief of stay but aren't willing to cut the grass. They opined that the current developer should be allowed to proceed as they are aware of the situation and have a vested interest in the project.

Mr. Bailey noted the apparent impasse on the topic and recommended that the Board vote against filing the motion and further discussion ensued. Mr. Lewis clarified the verbiage of the motion and Mr. Bailey confirmed that said verbiage was accurate.

<p>On a Motion by Mr. Bailey, seconded by Mr. Bennett, with all in favor, the Board decided against filing a motion with the Bankruptcy Court seeking relief from the Automatic Stay for the Heritage Plantation Community Development District.</p>
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**SIXTH ORDER OF BUSINESS**

**Discussion Regarding Authorizing  
Chairman to Negotiate and Execute an  
Agreement with SCDC Relative to  
Secured and Unsecured Claims and the  
Reorganization Plan**

Mr. Weltman stated that the Board had been provided with a summary document as to the treatment plan and history of the CDD project. He noted that a minor revision regarding the date on which he and Mr. Turner joined the Board, would be made to the document outlining the history of the District.

*(Mr. Rich left the meeting at 9:55 a.m. CST)*

Mr. Bailey indicated that he felt there were some missing details in the summary and sought and received confirmation that changes could be made to the document going forward. Mr. Weltman explained that bankruptcy codes allow the debtor to make changes right up to the final hearing and the Chairman would be able to approach Developer's Counsel and request revisions as the Board felt necessary throughout the process. He provided a brief overview of the process involved in obtaining confirmation of the reorganizational plan.

*(A brief recess was taken at 10:01 with the meeting reconvening at 10:05 with all those in attendance at the onset of the meeting still in attendance with the exception of Mr. Rich.)*

Discussion was held regarding whether there is a need to establish a special purpose entity (SPE) to manage the 240 lots that will eventually come to the District, details that need to be worked out regarding the recreational complex that was part of the original development plan and the condition of the water reclamation plant at the time it gets transferred to the District, as well as the District's fiduciary duty to not only maximize the value of the property for the bondholders, but also to ensure that residents are not unduly burdened as part of the plan. Concerns were expressed regarding where the funds are to construct the recreational complex and whether or not an audit should be performed on how the \$12,000,000 in bond proceeds was spent. Ms. Anderson explained that requisitions for payment of bond proceeds were signed off on by the District Engineer and the Chairman as being completed before being sent to the Trustee for payment.

On a Motion by Mr. Bailey, seconded by Mr. Turner, with all in favor, the Board authorized the Chairman without limitation, to negotiate and execute an Agreement with Southeastern Consulting & Development Co., Inc. ("SCDC") and the other proponents consistent with the treatment of the District's unsecured and secured claims against SCDC in connection with SCDC's Plan of Reorganization, including but not limited to the assumption of obligations, as well as the conveyance of assets from SCDC and the other proponents to the District for the Heritage Plantation Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

Mr. Weltman informed the Board of a couple of items that will need to be discussed at its next meeting as part of the reorganizational process. The first being the need to schedule a public hearing to hear public comments on the District's purchase of the waste water plant, and the second being to approve the third amendment to the SCDC agreement with the County which coincides with the Disclosure Statement. He stated that he will be working with Rizzetta and Company on these matters, as well as preparing the documents to request the release of the \$108,000 being held by the Trustee. Mr. Weltman stated that if denied, the District would be looking at what options exist to procure the funds needed to maintain the District.

Mr. Weltman asked if there were any further comments from the audience, District Counsel, or Trustees Counsel. There were none.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Bennett, seconded by Mr. Bailey, with all in favor, the Board adjourned the meeting at 10:20 a.m. CST, for the Heritage Plantation Community Development District.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>BAILEY William Arthur</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS <i>6420 Amanda Court</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY <i>Crestview Okaloosa</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>3/12/14</i>	NAME OF POLITICAL SUBDIVISION: <i>Heritage Plantation Comm. Dev. District</i>
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, William A. Bailey, hereby disclose that on 1/17/14 - 2/21/14, 20 14:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
  - inured to the special gain or loss of my business associate,
  - inured to the special gain or loss of my relative,
  - inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
  - inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.
- } NONE

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Assisted Developer/Homeowner Association in obtaining lawn maintenance proposals for Heritage Plantation. Prepared <sup>unsolicited</sup> document for developer outlining various maintenance issues at Heritage. <sup>PERSONAL</sup> No special gain or loss will be received by this activity. ~~NON~~ WAS ONE interested or promised by Developer.

3/12/14  
Date Filed

William A. Bailey  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, \_\_\_\_\_, hereby disclose that on \_\_\_\_\_, 20 \_\_\_\_:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Date Filed

3/12/14

Signature

Richard L. Bennett

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.





**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, LOUIS S WELTMAN, hereby disclose that on MARCH 12, 20 14:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

NOTES IN CONNECTION WITH INDENTURE TRUSTEE'S REQUEST TO FOR THE DISTRICT TO SEEK RELIEF FROM THE STAY IMPOSED ON THE FORECLOSURE PROCEEDINGS INITIATED BY THE DISTRICT AGAINST THE DEVELOPER; AND

NOTES IN CONNECTION WITH THE DEVELOPER'S PLAN OF RE-ORGANIZATION; AND

ANY OTHER MATTERS UNDERTAKEN BY THE BOARD ON THIS DATE

March 12, 2014  
Date Filed

Louis S Weltman  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# Tab 3

# HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 120 RICHARD JACKSON BLVD • SUITE 220  
PANAMA CITY BEACH, FL 32407

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## SUMMARY OF PLAN TREATMENT

Class V: Heritage Plantation Community Development District's Impaired Secured Claim.

Description: Class V is comprised of the secured claim of the District arising from the District's Bond Debt Assessments, which secured the Bond obligations owing by the District to its Bondholders (the "Bonds"). The aggregate amount of the Allowed Class V Secured Claim is approximately \$13,209,946.90 based on the District's Proof of Claim filed.

Treatment: The Allowed Class V Secured Claim is a claim held by the District. Notwithstanding the rulings of other U.S. Bankruptcy Courts, other Courts of competent jurisdiction, or interpretation of the U.S. Bankruptcy Code, the Proponent does not wish to propose a treatment of the District's Secured Claim that would include modification of the principal amount or terms of the Bonds or the Bond Indenture.

With the understanding that the neither the Bondholders nor the Indenture Trustee have standing in these Chapter 11 Proceedings, the District may only vote to accept or reject the proposed treatment under the Plan.

The Proponent proposes for the District to assign its Foreclosure Judgment and right to credit bid to a Special Purpose Entity ("SPE") established to take title to the Initial Lots, subject to the Claims of holders of Class I, Class II, Class III and Class IV claims. Upon Confirmation of the Plan and the affirmative vote of the District accepting this treatment of the District's Allowed Class V Claim, the Initial Lots shall be conveyed by the Debtor to the SPE (the "SPE Conveyance"), together with the other special benefits hereby conferred upon the District, in full satisfaction of the District's Allowed Class V Secured Claim, such SPE Conveyance to be with prejudice and the express extinguishment of the District's rights to enforce, or cause the enforcement of, the collection of any delinquent installments of the Special Assessments securing the Bonds not satisfied by the SPE Conveyance or the subsequent sale of the Initial Lots, against all third parties, including but not limited to future accelerated principal amounts, interest, penalties, or other amount arising from any future delinquent payments.

Prior to the Effective Date, the District shall call a meeting of its Board of Supervisors to approve a District Resolution (the "SPE Resolution"). Pursuant to the SPE Resolution, the District shall (a) assign to the SPE its right to credit bid and the Final Judgment of Foreclosure and (b) enter into a tri-lateral agreement with the Indenture Trustee and the SPE (the "Tri-lateral Agreement"), which Tri-lateral Agreement shall (i) govern the operation and maintenance of the Initial Lots following conveyance of same to the SPE and (ii) the relationship by and between the SPE, the District and the Indenture Trustee.

Specifically, the District shall be the manager of the SPE and the District shall be authorized to enter into a marketing agreement with the Debtor in order to maximize the value of the Initial Lots for the Benefit of the District and the Bondholders (the "Marketing Agreement"). The Marketing Agreement shall provide for proceeds from the sale of the Initial Lots ("Sale

Proceeds”) to be shared by the District, for the benefit of the Bondholders, and the Debtor, as follows: Seventy (70%) percent of Sale Proceeds to the District and thirty (30%) percent of Sale Proceeds to the Debtor. Sale Proceeds are defined as the net proceeds obtained at the closing of the sale of one more of the Initial Lots pursuant to a 3<sup>rd</sup> Party Sale, which net proceeds shall be calculated by reducing the contract purchase price, net of payments by 3<sup>rd</sup> parties to WRNWF or payments to WRNWF by the District in connection with the purchase of the Common Facilities, by the amount of (a) normal and customary sales and closing costs, (b) property tax arrearages related to the Initial Lots or any specific lot sold that is a part of the Initial Lots and (c) a payment to the Debtor in the amount of \$5,000/lot as compensation for the conveyance of the Public Lands to the District in avoidance of the cost of construction of the Rec Complex.

The conveyance of the Initial Lots from the Debtor to the SPE is a transfer that shall be accomplished under the Plan and shall be exempt from the payment of documents pursuant to 11 U.S.C. Section 1146(a).

The District hereby acknowledges, by virtue of the confirmation of the Plan and the contribution of New Value as set forth herein, the receipt of special benefits conferred upon it pursuant to the Plan. Specifically, the District shall benefit from the “Special District Benefits”, as follows: (i) the loan of funds to the District by Phoenix needed to post a Bond to facilitate funding from the FDEP’s Bureau of Water Facilities Funding’s State Revolving Fund, (ii) conveyance of the Public Lands to the District and the commensurate elimination of part or all of the cost to construct the Recreational Complex, (iii) the conveyance to the District of the Plant Property, subject to the existing Phoenix Note to be held by NWJ Gator Investments, LLC., a Florida limited liability company, as successor to Jill & Louis Weltman, wife and husband, as tenants by the entireties, (iv) the sale by WRNWF to the District of the Common Facilities pursuant to a purchase and sale agreement and (v) conveyance of the 13 lots to the District by Weltman, Phoenix and Highland in support of the cost sharing arrangement by and between the Association and the District.

There is no deficiency claim related to this Class V.

Class IX: Heritage Plantation Community Development District’s Impaired Unsecured Claim.

Description. Class IX is in the amount of \$19,586,325.81, comprised of two separate claims of the District, which are based on contractual arrangements related to the issuance of its Series 2006 Bonds, including an unsecured claim in the amount of \$380,509.81 related to the “Acquisition Agreement” and an unsecured claim in the amount of \$19,305,816.00 in connection with a “Completion Agreement”.

Treatment. The Legal Cost Funding Agreement entered into by and between the Debtor and the District is hereby approved.

In full satisfaction of the Class IX Claim, the holder of the Allowed Class IX Unsecured Claim shall receive from the Debtor (i) the Plant Property, subject to the existing note and mortgage in the amount of \$515,000.00 (the “Phoenix Note”), provided that the mortgage shall be released upon the Effective Date and the Phoenix Note shall be secured by assessment lien rights as set forth in the Revised Assessment Methodology and satisfied through the collection of pledged revenues in order to assure the repayment of the Phoenix Note over twenty (20) years at a six (6%) percent interest rate based on payments set forth in the District’s annual budget

established following the Effective Date of the Plan, and (ii) ten (10%) of the profit of the NOWRF until the earlier of the conveyance of the NOWRF to the County, or twenty-five (25) years from the effective date.

## **Tab 4**

## **THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (“Third Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Okaloosa County, a political subdivision of the State of Florida (the “County”), Heritage Plantation Community Development District (the “District”), Heritage Plantation Homeowners’ Association, Inc. (the “Association”), Southeastern Consulting & Development Co., Inc. (“SCDC”, or the “Developer”), Water Reclamation of NWF, LLC., a wholly-owned limited liability subsidiary of SCDC (“WRNWF”) and Phoenix Realty Partners, Inc. (“Phoenix”). The County, the District, the Association, the Developer, WRNWF and Phoenix are sometimes each individually referred to herein as a “Party” and collectively, as the “Parties”.

### **RECITALS:**

**WHEREAS**, all of the defined terms used in this Third Amendment have the same meaning as in the Original Development Agreement, as herein defined, as amended;

**WHEREAS**, the intent of the Florida Local Government Development Agreement Act (the “Act”) as provided in Section 163.3220(2), Florida Statutes encourages local governments to enter into development agreements subject to the procedures and requirements contained in Florida Statutes; and

**WHEREAS**, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and contains Section 1.11.05 “Development Agreement” specifically authorizing the County to enter into development agreements with developers; and

**WHEREAS**, on May 17, 2005, the County and the Developer entered into a Development Agreement (the “Original Development Agreement”) to allow development of that certain 989.83 acres in unincorporated Okaloosa County (the “Property”) in a project known as “Heritage Plantation” consisting of 900 single family residential homes, a golf course, and associated amenities (the “Project”) more particularly described on Exhibit “A” of the Development Agreement and incorporated herein by this reference as Exhibit “A1” of this Third Amendment; and



**WHEREAS**, the District is a community development district formed by the Developer on May 31, 2005 under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the Original Development Agreement was subsequently amended by the First Amendment to the Development Agreement on May 2, 2006 to amend certain provisions related to the Project's wastewater treatment and disposal applications (the "Wastewater Treatment Plant"); and

**WHEREAS**, the Original Development Agreement, as amended, was further amended by the Second Amendment to the Development Agreement on March 28, 2007 to amend provisions pertaining to the Project's recreational areas (the "Original Recreational Facilities"); and

**WHEREAS**, the Original Development Agreement, the First Amendment to the Development Agreement and the Second Amendment to the Development Agreement are collectively referred to hereinafter as the "Development Agreement, as amended"; and

**WHEREAS**, as authorized by the Development Agreement, as amended, the County has issued development orders for and the Developer has financed the construction of a number of improvements including 297 single family lots (the "Developed Lots"), a golf course (the "Golf Course"), a 9,100 square foot gatehouse (the "Gatehouse"), a maintenance building (the development order has been issued for the maintenance building but it has not yet been constructed) and certain infrastructure, including an irrigation system for the project, potable water lines for the Developed Lots and a wastewater collection system to serve the project, comprised in part of the sanitary sewer lines for the Developed Lots; and

**WHEREAS**, pursuant to Article 4, Section 4.2 of the Development Agreement, as amended and Article 9, Section 9.1(b) of the Development Agreement, as amended, SCDC or a Community Development District is obligated to construct the wastewater collection system at Heritage Plantation and convey same to WRNWF together with the irrigation system, which is a necessary component of the wastewater collection and treatment system in order to permit the discharge of re-use water onto Heritage Plantation lands; and

**WHEREAS**, as authorized by the Development Agreement, as amended, the County has issued development orders for and the District constructed certain

infrastructure including underground electric, roads and stormwater drainage all of which is in connection with the Developed Lots (the “CDD Improvements”); and

**WHEREAS**, the District issued bonds to fund construction of CDD Improvements; and

**WHEREAS**, the Developer has further placed multiple non-contiguous acres of jurisdictional wetlands of the Property under a perpetual conservation easement as more fully detailed in the Conservation Easement Deed duly executed by the Grantor therein and recorded in the Public Records of Okaloosa County on August 22, 2007; and

**WHEREAS**, the Golf Course is non-operational at the present time and the Developer intends to convert the substantive portion of the Golf Course to open green space (the “Green Space”); and

**WHEREAS**, the Green Space contains Walking Trails and related Community Areas, as depicted in Exhibit “J-Amended”, which shall be conveyed to the County for maintenance and dedicated as a recreational area for the general public, as more fully detailed in Section 5 hereof; and

**WHEREAS**, the Project is intended to be served by a system the infrastructure for which is integrated with and dependent upon the sanitary sewer lines, the wastewater treatment facility and the re-use water lines, whereby the Golf Course and the Developed Lots, initially and the remainder of the lots to be developed on the Property, rely on the future availability of “re-use” water for irrigation purposes; and

**WHEREAS**, control of the Developer has been acquired by Phoenix Realty Partners, Inc. (“Phoenix”), who wishes to continue development at Heritage Plantation under the Developer’s name, subject to the Development Agreement, as amended; and

**WHEREAS**, Phoenix has acquired a 42 acre parcel near the Property (the “Carter Property”), on an approximately 8 acre portion of which (the “Plant Site”) the Wastewater Treatment Plant (the “Plant”) shall be built. The Plant Site, which is more particularly described on Exhibit “A2” attached hereto and made a part hereof, shall be conveyed by Phoenix to the Developer pursuant to and upon confirmation of the Developer’s Plan of Reorganization; and

**WHEREAS**, the Plant has been constructed on the Plant Site, but is presently non-operational; and

**WHEREAS**, the Developer filed a petition for bankruptcy (the “SCDC Chapter 11 Proceedings”) in the U.S. Bankruptcy Court, Northern District of Florida, Tallahassee Division (the “Court”); and

**WHEREAS**, the Developer and Phoenix wish to continue development at Heritage Plantation and further amend the Development Agreement, as amended; and

**WHEREAS**, the Project will be developed over a period of years and therefore the Developer, the District, WRNWF, the Association, and Phoenix are desirous of agreeing upon and memorializing the Developer’s extended and modified development rights with regard to the Property and the Project, all in contractual terms; and

**WHEREAS**, on or about February 7, 2012, the County, pursuant to Ordinance 12-04, has amended the Okaloosa County Comprehensive Plan – Future Land Use Map so that the future land use for the Property has been changed to Mixed Use (“MU”); and

**WHEREAS**, on or about February 7, 2012, the County, pursuant to Ordinance 12-05, has amended the Okaloosa County Land Development Code so that the Zoning District Classification and Zoning Map for the Property has been changed to Mixed Use (“MU”); and

**WHEREAS**, it is in the best interests of the County and the citizens of the County that the development of the Property and the Project be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Third Amendment; and

**WHEREAS**, it is in the best interests of the Developer, WRNWF, the Developer’s secured lien holders, the County, and SCDC’s other stakeholders, that the development of the Property and the Project be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Third Amendment; and

**WHEREAS**, pursuant to the requirements of Section 163.3225, Florida Statutes, the County shall hold two public hearings with respect to this Third Amendment, presently scheduled to be held on \_\_\_\_\_, 2014 and \_\_\_\_\_, 2014 respectively, with due public notice to be provided for each as required by law.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties to this Third Amendment, the Developer, the Association, the District, WRNWF and the County enter into this Third Amendment to the Development Agreement, as amended, and do hereby agree as follows:

SECTION 1: The above recitals are true and correct and are incorporated by reference into this Third Amendment.

SECTION 2: In the event there is any conflict between the terms of this Third Amendment and the Development Agreement, as amended, the terms and provisions of this Third Amendment shall control.

SECTION 3: ARTICLE 1 of the Development Agreement is amended as follows:

(a) The following definitions contained in Article 1 of the Development Agreement shall be amended as follows:

1.1 “Agreement Area” means the real property more particularly described in Exhibit “A” of the original Development Agreement, along with all riparian rights.

1.8 “Public Recreation Areas” means the land owned and maintained by the County or District and open to the public, generally. These include but are not limited to the multi-purpose fields, the walking trails and the community areas all as reflected on Exhibit “J-Amended”, which replaces and substitutes for Exhibit “J” of the Development Agreement, as amended.

(b) The following definitions shall be incorporated into Article 1:

1.13 ”Amenities” means those privately owned facilities including those facilities owned by the District but available only to residents and property owners

of the Project, which include, but are not limited to bike trails, jogging trails, riding trails, gatehouse, clubhouse, hotel, community pool and all related support services to such elements. The term Amenities shall exclude the Public Recreation Areas.

SECTION 4: Section 4.1 of Article 4 of the Development Agreement, as amended, is hereby deleted and replaced in its entirety as follows:

SCDC Chapter 11 Proceedings:

(a) The walking trails contained within the Public Recreational Areas, (the “Walking Trails”) and the four (4) community areas (each a “Community Area” and collectively, the “Community Areas”) located adjacent to the Walking Trails, as detailed in the attached Exhibits “J-Amended” shall be conveyed to the County and dedicated for use as a recreational area for public generally. Such conveyance shall be within thirty (30) days of completion of the Walking Trails and Community Areas, and its inspection and approval by the County but in no event more than one year following the approval of the Developer’s Plan of Reorganization by the Court in the SCDC Chapter 11 Proceedings.

(i) The Walking Trails shall be a minimum width of five (5) feet of stabilized surface within a twenty (20) foot wide easement that is centered along the Walking Trail (the “County’s Easement”). The County shall have the right to review the plans for the Walking Trail and provide comments. Such comments shall be incorporated in the plans. All access points to the Walking Trail shall comply with the Americans with Disabilities Act. Reasonable ingress and egress shall be provided throughout to the Walking Trails.

(ii) Each Community Areas shall be no less than a 60’ X 40’ area and the District, within one (1) year of the conveyance contemplated herein, shall improve each Community area with a picnic table, grill area and swing set. All access points to the Community Areas shall comply with the Americans with Disabilities Act and be available for use by the general public.

(iii) The Walking Trails and Community Areas will be maintained by the County Parks Department or such other County authorized designee, in the sole discretion of the County.

(b) In addition to the Walking Trails and Community Areas, as part of the Public Recreation Areas, the District shall also provide at least two (2) multi-purpose fields on lands provided by either Phoenix or the Developer (the “Fields”). Each of the Fields shall be a minimum size of 375’x175’ and shall be level and vegetated with grass. The Fields shall be accessible from a public right-of-way. Adequate parking and available restroom facilities shall also be provided as part of the Fields. The parking and restroom areas shall include handicapped parking and access in compliance with the Americans with Disabilities Act. The Fields shall be available for use by the general public. The land on which the Fields shall be built, shall be dedicated to the District within thirty (30) days of the Confirmation, and the District shall be the owner of the fields and responsible for all maintenance of the fields.

(c) The location and development of all Public Recreational Areas and other recreational facilities shall be approved by the Okaloosa County Parks Advisory Committee as part of the development review process. All infrastructure to be dedicated to the County shall comply with all applicable local, state and federal regulations; including, but not limited to the American Disabilities Act, the Florida Building Code and the requirements of the Northwest Florida Water Management District.

(d) The Developer shall have the unilateral right for a period of two (2) years from the date that this Third Amendment is approved by the Court in the SCDC Chapter 11 Proceedings (the “Approval Date”), to rescind the conveyance of the Walking Trails, Community Areas, and the Fields (the “Developer Right of Rescission”) provided however that in the event the Developer exercises the Developer Right of Rescission, then the Developer shall be obligated as follows:

(i) Prior to the expiration of the Rescission Period, the Developer or the District shall send by certified mail to the County, a Notice of Intent to Exercise Rescission. Such notice shall be provided to the Growth Management Director of the County.

(ii) to effectuate the rescission, the Developer or District shall be required to submit to the Growth Management Department, within six (6) months following the date of the Notice of Intent to Exercise Rescission, an application for a Development Order for a recreational area in conformance with the Original Recreational Facilities (the “Recreational Area”) and made a part hereof for use as a recreational area for general public (the “Recreational Facilities Approval”). The

application for a Development Order and all subsequent permits shall comply with all requisite County regulations and the location of the Original Recreational Facilities shall be subject to the approval of the County. The Recreational Area shall be completed and operational within twelve (12) months of the County's issuance of the Development Order for the Rec Complex Approval. The Recreational Area will be dedicated to the County within twenty-four (24) months following completion of construction and the receipt of all requisite approvals and thereafter, will be maintained by the County Parks Department or such other County authorized designee.

(iii) The Recreational Area will include a minimum of four athletic fields designed for soccer/multi-purpose use. There shall be direct access to the Recreational Area from a public right-of-way and the design shall be in substantial conformity with Exhibit "RA" attached hereto and made a part hereof. The recreation area shall meet all applicable state and local construction requirements, such as but not limited to, within the standards as mandated by the Americans with Disabilities Act and the National Playground Association.

(iv) Upon approval of the application of the Development Order for the recreational area as set forth herein, the Developer, the District and the County will jointly enter into a document finalizing the rescission of the Walking Trail requirement.

(v) In the event that the Developer exercises its Right of Rescission, there will be no development by the Developer, WRNWF, the Association, or Phoenix of the rescinded Walking Trails, Community Areas and the Fields until such time as the Recreational Area is complete and operational. The Developer or the District, as applicable, may, however, submit plans to the County for post-rescission development of the Walking Trails, Community Areas and the Fields at any time following rescission.

**SECTION 5:** Wastewater treatment and disposal requirements identified and detailed in Article 4, 4.2 and Article 9, 9.1 (b) are hereafter amended as follows:

The Developer, alone or in conjunction with the District, shall develop, construct and/or install a wastewater treatment plant (the "Plant"), which will be owned by the District and shall, upon completion, have a minimum capacity of

500,000 gallons per day (GPD) (the “Plant Capacity”). The Plant shall be for the benefit of Heritage Plantation. No wastewater shall be accepted for treatment or disposal by the Plant, which is obtained from any property located outside the boundaries of Heritage Plantation, without the written approval of the Okaloosa County Board of County Commissioners.

- (a) At the option of the District and WRNWF, the Plant may be constructed in stages based on a projection of Heritage Plantation’s sewer capacity requirements as set forth by the District in its annual budget process. The County shall have the right to perform peer review on the plans and specifications prior to submission of such plans and specifications to the Florida Department of Environmental Protection (“FDEP”) for initial approval and permitting and thereafter prior to submission to the FDEP for approval and permitting of plans and specifications related to the design of any future expansions or modifications of the Plant. The County will provide any comments to the District, which shall be incorporated into the plant design and construction. Separately, the County shall have the right to inspect at 60% and 90% increments of the Plant construction and the construction of any future expansions or modifications of the Plant. The District shall provide to the County any 100% plans and final permits.
  
- (b) Temporary septic tanks for the four (4) existing residences in Heritage Plantation shall be allowed as an interim measure until the Plant is in operation; with “operation” defined as the point in time when all of the renovations to the Plant have been completed and tested and the Plant is “on-line” with the ability to accept waste from the Project. The District and/or WRNWF shall notify the County within thirty (30) days of the Plant becoming operations as defined herein. No other property or residence may be connected to the temporary septic tanks without the written consent of the Board of County Commissioners. A community septic tank system utilizing public rights-of-way and the existing wastewater collection system is prohibited.
  - (i) Except as agreed to by a lot or homeowner with the Association, any and all responsibility, liability, and financial obligations related to the temporary septic tanks shall exclusively be the responsibility of the Association, except that the Developer shall be obligated to provide an easement in a form acceptable to the County’s Health Department in its sole discretion, to provide access to Developer lands for the installation of the Septic System. The responsibility, liability and



financial obligation of the Association includes, but is not limited to: the costs relating to the construction and installation of the septic tank and drainfield permitting and construction, the decommissioning and the abandonment of the septic tank and drainfield, and the re-connection of those properties back to the public wastewater collection system. The District, the Developer and WRNWF agree that there shall be no fee to re-connect to the public wastewater collection system.

- (ii) Once the Plant is in operation, the properties shall connect to the Plant, and it shall be the responsibility of the Association and the Developer to ensure that all properties are re-connected back to the public wastewater collection system and that the septic tanks and drainfield are abandoned per state requirements – all within ninety (90) days of the Plant being in operation. The cost of connection, if any, shall be the responsibility of the Association and the District, the Developer and WRNWF agree that there shall be no fee to the owner to re-connect to the public wastewater collection system.
- (c) The Plant, once operational, shall initially produce treated effluent that will be discharged and handled pursuant to modification of the existing permit from the FDEP and subsequently, produce Public Access Re-use Quality Water that will be (i) discharged to the Green Space, common areas of the Project and elsewhere as permitted and required and (ii) utilized by lot owners and residences for irrigation as set forth in the recorded Declaration of the Association. Any such discharges, treatment or handling of wastewater shall be done in accordance with all appropriate State Standards.
- (d) The District, the Developer and the County hereby acknowledge that Water Reclamation of NWF, LLC, as the designated wastewater utility for Heritage Plantation, is the owner of the irrigation and wastewater collection infrastructure constructed and serving the Project, without limitation (the “System Assets”).
  - (i) The System Assets are comprised of the Phase I sanitary sewer lines, the Phase II sanitary sewer lines, the minor lift stations serving Phase I and Phase II, the Master Lift Station, the force main constructed to transmit waste from Heritage Plantation to the Plant, the “re-use” pipes to carry treated water back to the storage pond at the front entry

of the Project, the primary storage pond and the irrigation system for the project. The Plant is not included among the System Assets.

- (ii) The System Assets, together with the irrigation system serving Heritage Plantation, are to be sold by WRNWF to the District pursuant to and upon Confirmation in exchange for a note in an amount equal to the historical cost of the System Assets less depreciation or pursuant to some other recognized valuation methodology (the “System Note”) and the other considerations enumerated herein.
- (e) Following the date that is the earlier of seven (7) years from the approval of this 3<sup>rd</sup> Amendment, or the date on which capacity utilization of the Plant reaches 333,000 GPD (“Plant Purchase Date”), the County shall have the unilateral right to take ownership of the Plant at such time thereafter as it determines in its sole discretion (the “Plant Acquisition”) and such Plant Acquisition shall be without any cost to the County (except that each party shall bear their own legal and transactional costs relating to the acquisition by the County). Such Plant Acquisition shall be subject to WRNWF, the Developer and the District’s reservation of the right to issue sewer certificates for up to 1,000 ERU’s, which is the equivalent of 333,000 GPD of wastewater treatment capacity (the “HP Reservation”) with the express understanding that such no Plant related connection or capacity fees shall be due or payable to the District, or the County upon the Plant Acquisition, in connection with such HP Reservation but only to the extent that capacity was actually constructed and available to the County at the time of acquisition by it. To the extent that additional capacity is subsequently constructed by the County to the Plant, then all connection or capacity fees shall be imposed for such additional capacity in accordance with the County’s then existing rates and charges. Subject to the limitations contained in this Section 5(e), such HP Reservation shall remain in effect for the duration of this Development Agreement, as amended by and set forth in Section 8 of this Third Amendment (the “Amended Term”).
- (i) Upon determination of the County that it will assume ownership of the Plant, it shall provide written notice to the Developer and the District by certified mail. Upon sending of the notice, the

County shall assume ownership of the Plant within ninety (90) days of the date of the notice. To the extent that additional time is necessary, the County may extend the transfer date of the Plant. Upon acquiring the Plant, the County shall assume all responsibility for the operation and maintenance of the Plant. The County does not assume the responsibility for the operation and maintenance of the System Assets.

- (ii) Any lease, operational agreement or sale or transfer agreement entered into between the Developer, the District or any other entity other than the County, relating to the Plant shall expressly reflect the rights of the County to acquire the ownership of the Plant, without cost. Upon acquisition of the Plant by the County, any other rights and interests under any operational agreement or sale or transfer agreement relating to the Plant shall terminate.
- (iii) In recognition of the County's rights, no lease, operational agreement or sale of the Plant may be effectuated and also, no encumbrance or indebtedness may be placed upon the Plant without the written consent of the Board of County Commissioners.
- (iv) Upon taking ownership of the Plant, the County shall then receive all of the revenues associated with the operation of the Plant, including but not limited to monthly recurring service fees, any outstanding or future Capacity Expansion Charges related to the Plant. Any advance payments made to the Developer or District for future capacity shall be transferred to the County upon it assuming ownership, including any special assessments levied for the capacity in the Plant but not expended. The County, upon acquiring the Plant, would be responsible for all monthly bills for service to each individual connection to the Plant. Rates shall be established pursuant to the County Water & Sewer Ordinance, as amended.
- (v) In the event that the County exercises the rights to acquire the Plant, then the Plant shall become part of the County Water and Sewer System and, except as set forth in Section 5(f), which shall survive the conveyance of the Plant in perpetuity, will be no longer be subject to the limitations on the Plant contained with this Third Amendment to the Development Agreement.

- (f) in the event that the County takes ownership of the Plant, as in Section 5(e). The Developer and District realize that the effluent disposal capacity from the Plant is contained inside the boundaries of Heritage Plantation and that Heritage Plantation is reliant on the effluent to meet its irrigation requirements; therefore, the Developer, WRNWF, the Association and District agree that whatever disposal capacity the Plant requires shall be met inside the boundaries of Heritage Plantation via individual lots, open space, etc. and all of the effluent to be discharged shall be discharged within boundaries of Heritage Plantation. In the event that the County elects to obtain ownership of the Plant, the Developer or District would transfer any Plant permits to the County before the County begins operations. The Developer or District shall be responsible for any permitting related to effluent disposal capacity.

SECTION 6: Section 5.2 of Article 5 of the Development Agreement, as amended, is hereby deleted and replaced and amended in its entirety, as follows:

“There shall be the right and authority, but not the obligation, to construct Amenities, including but not limited to, walking trails, riding trails, a swimming pool, tennis courts and related recreational and functions, all of which may in the Developer’s sole discretion be conveyed to the District or the Heritage Plantation Homeowner’s Association, Inc. (“HOA”).

- (a) To the extent that the Developer wishes to construct recreational uses as a subordinate use to a commercial function, then such improvements will need to be identified separate from general recreational facilities and analyzed based upon their impacts to water and sewer requirements, road capacity and internal compatibility, among other areas.
- (b) The Developer, the HOA or the District, shall be solely responsible for the maintenance of the same.

SECTION 7: Section 5.3 of Article 5 of the Development Agreement, is amended to delete the last sentence of Section 5.3 and to replace it with the following:

“However, all sidewalks shall be constructed within 36 months from date of execution of final plat for each phase, or 36 months from the date of execution and recording of this Third Amendment, whichever is the later of the two to occur.”

SECTION 8: Article 10, Section 10.1 of the Development Agreement, as amended, is hereby amended, such amendment related only to its term, as follows, and all other provisions of Section 10.1 shall remain unchanged:

“The duration of the Development Agreement, as amended, shall be twenty (20) years from the effective date of this Third Amendment such that the final completion of the master plan shall be completed by \_\_\_\_\_, 2034.”

SECTION 9: Pursuant to Section 163.3239, Florida Statutes, this Third Amendment shall become legally effective and binding upon the parties, following execution by the parties, completion of the requisite public hearings and recording in the Official Records of Okaloosa County.

SECTION 10: Following the execution of this Third Amendment, Counsel for SCDC shall file said 3<sup>rd</sup> Amendment with the Court together with a Motion to Approve said Third Amendment. Notwithstanding anything herein to the contrary, this Third Amendment shall only be effective upon approval of the Court, Confirmation and execution of one or more written agreements in connection with the Operating and Purchase obligations of the County (the “Effective Date”).

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment on the date set forth above, following the public hearings described herein.

Signed, sealed and delivered  
in the presence of:

OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Clerk of the Court

By: \_\_\_\_\_  
Charles K. Windes, Jr., Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
John R. Dowd, County Attorney

Signed, sealed and delivered  
in the presence of:

Heritage Plantation Community  
Development District

By: \_\_\_\_\_  
Louis Weltman, Chairman

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Louis Weltman who is personally known to me to be the person described in and who executed the foregoing instrument as chairman of the Board of Supervisors of the Heritage Plantation Community Development District organized under the laws of the State of Florida and authorized to transact business in the State of Florida. He has acknowledged before me that he executed the foregoing instrument as such office in the name and on behalf of the Heritage Plantation Community Development District.

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[OTHER SIGNATURES FOLLOW ON THE NEXT PAGES]

Signed, sealed and delivered  
in the presence of:

DEVELOPER:  
Southeastern Consulting &  
Development Company, Inc., a  
Florida corporation

By:

Louis Weltman, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Louis Weltman who is personally known to me to be the person described in and who executed the foregoing instrument as the president of the corporation organized under the laws of the State of Florida and authorized to transact business in the State of Florida. He has acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Heritage Plantation Homeowners'  
Association, Inc.

By: \_\_\_\_\_  
Louis Weltman, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Louis Weltman who is personally known to me to be the person described in and who executed the foregoing instrument as president of the Heritage Plantation Homeowners' Association, Inc. organized under the laws of the State of Florida and authorized to transact business in the State of Florida. He has acknowledged before me that he executed the foregoing instrument as such office in the name and on behalf of the Heritage Plantation Homeowners' Association, Inc.

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_



Signed, sealed and delivered  
in the presence of:

UTILITY  
Water Reclamation of NWF, LLC., a  
Florida limited liability company  
By: Southeastern Consulting &  
Development Company, Inc., a  
Florida corporation, its Manager

By: \_\_\_\_\_  
Louis Weltman, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Louis Weltman who is personally known to me to be the person described in and who executed the foregoing instrument as the president of the corporation organized under the laws of the State of Florida and authorized to transact business in the State of Florida. He has acknowledged before me that he executed the foregoing instrument as such office in the name and on behalf of the corporation.

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Signed, sealed and delivered

Phoenix Realty Partners, Inc.

By: \_\_\_\_\_  
Louis Weltman, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Louis Weltman who is personally known to me to be the person described in and who executed the foregoing instrument as the president of the corporation organized under the laws of the State of Florida and authorized to transact business in the State of Florida. He has acknowledged before me that he executed the foregoing instrument as such office in the name and on behalf of the corporation.

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT “A1”**  
**Exhibit “A” of Development Agreement incorporated by Reference**

**EXHIBIT “A2”**  
**The Wastewater Plant Site**

**EXHIBIT “JA”  
The Open Space**

**EXHIBIT “WT”**  
**Walking Trails and Community Areas**

**EXHIBIT “RA”  
Recreational Area Conceptual Site Plan**

## **Tab 5**



[www.panhandlesystems.com](http://www.panhandlesystems.com)

email: [bvinson@panhandlesystems.com](mailto:bvinson@panhandlesystems.com)

FL License EF0000698

April 16, 2014

CUSTOMER: Wastewater Treatment Plant Heritage Plantation, Crestview

WE PROPOSE THE FOLLOWING SECURITY SYSTEM FOR TREATMENT PLANT:

- 1—Honeywell Vista 20P Control Panel with Battery Backup
- 1—Honeywell 6162RF Alpha Numeric Keypad with Built in Receiver
- 1—AX200PLUS Outdoor Photoelectric Beam (Gate Side of Fence)
- 1—IROC1Z500 Single Zone Fence Sensor System
- 2—RBMCTR End of Line Termination Boards
- 2—Surface Mount Door Switches
- 1—Honeywell GSM Cell Communicator
- 1—Elk Stainless Steel outside Siren

**TOTAL INSTALLATION/PURCHASE.....\$5,141.94 plus tax**  
**36 MONTH SECURITY MONITORING CONTRACT WITH TOTAL CONNECT..\$ 50.00 plus tax**

**Note: customer to provide power source in control building (110V outlet for alarm system)**

*Small Business*

**State of Incorporation:** Florida  
**Federal Tax ID:** 59-1892092  
**CAGE code:** 0YBX4 **DUNS:** 05-252-3511  
**General Excise Tax Number:** 27-00-024796-58-1  
**State License:** FL - EF0000698 AL - 074

**PROPOSED FOR ACCEPTANCE BY BOB VINSON:**

ACCEPTANCE OF PROPOSAL: I hereby state that I have read and understand the front and back pages of this Agreement and I will perform all duties, true copy of this Agreement. Furthermore, this Agreement contains the entire Agreement between myself and Panhandle Alarm & Telephone Co., Inc. and may not be changed, modified, terminated, or discharged except in writing. "Customer agrees that transaction is subject to a right of cancellation under the Federal Truth-In-Lending Act, Panhandle Alarm & Telephone Co., Inc. shall not be required to commence performance until after the rescission period has expired and is reasonable satisfied that the Customer has not exercised the right of rescission."

PANHANDLE ALARM & TELEPHONE CO., INC.  
 10 Industrial Blvd.

Accept Proposal: \_\_\_\_\_

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



1. PANHANDLE ALARM AND TELEPHONE CO., INC. IS NOT AN INSURER. PANHANDLE ALARM AND TELEPHONE CO., INC. does not guarantee or warrant that your system will prevent burglary, fire or other occurrences. PANHANDLE ALARM AND TELEPHONE CO., INC. will not insure or reimburse you (Owner) or any other person for losses due to any of the occurrences which the system is designated to monitor. You (Owner) must carry your own insurance.

2. NO LIABILITY FOR CERTAIN OCCURRENCES. Owner agrees that PANHANDLE ALARM AND TELEPHONE CO., INC. will have no liability for loss or damage to property or for personal injury or death or otherwise due to (A) a failure in the transmission of an alarm or (B) interruptions of service due to any of the following reasons: (1) any failure of your alarm; (2) any defective or damaged equipment, device, telephone or connecting circuit; or (3) any strike of our employees or employees of others, riot, flood, fire, acts of God, or any other cause beyond our reasonable control.

3. LIMITATION ON LIABILITY; REIMBURSEMENT. If PANHANDLE ALARM AND TELEPHONE CO., INC. should nevertheless be found liable for loss or damage to persons or property, you (Owner) agree that our liability will be limited to \$250.00. This limitation will apply no matter why PANHANDLE ALARM AND TELEPHONE CO., INC. is found liable, including, for example, (1) breach of this Agreement, (2) any equipment failure, (3) any act on our part, of our agents, assigns, and employees, whether or not constituting active or passive negligence. Owner acknowledges that his limitation on our liability is based on the following factors: (a) our charges are calculated based on our limited liability, as described above, and are not related to the value of your property or the property of others located on your premises; (b) the extent of the damage which may result from the occurrences which the system is designed to monitor is uncertain; (c) the possibility of human error or failure by our employees; (d) the response times of the police or fire department, if dispatched, are uncertain; (e) that it is not possible to determine with any degree of certainty what portion, if any, of loss was directly caused by any action or inaction on your part. You agree to reimburse us, our agents, employees, and assigns and hold us, our agents, employees, or assigns harmless for any reason whatsoever relating to (1) this Agreement; (2) your premises; or (3) the system. Such reimbursement will apply whether these claims or lawsuits are based on the performance or nonperformance of any obligation under this Agreement, alleged intentional conduct, active or passive negligence, or strict or product liability, on our part, of our agents, employees, or assigns. That in the event the Owner desires the company to assume greater liability for the performance of its services hereunder, a choice is hereby given of obtaining full or limited liability of paying an additional amount proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of PANHANDLE ALARM AND TELEPHONE CO., INC. and the additional charge that the rider and additional obligation shall in no way be interpreted to hold the company as an insured.

4) DEFAULT. In the event (A) Owner shall default in payment of any fee or in making any other payment hereunder when due, (B) Owner shall default in the performance of any other covenant contained and such default shall continue for a ten day period after written notice from PANHANDLE ALARM AND TELEPHONE CO., INC., (C) Owner becomes insolvent, ceases doing business as a going concern or makes an assignment for the benefit of creditors, (D) Owner applies for or consents to the appointment of a receiver, trustee, or liquidator of Owner or of all or a substantial part of the assets of Owner, or if a receiver, trustee, or liquidator is appointed without the application or consent of Owner, or (E) a petition is filed by or against Owner under the Bankruptcy Act or any amendment hereto (including, without limitation, a petition for reorganization, arrangement, or extension) or any other insolvency law or law providing for the relief of debtors then in each such event, if and to the extent remedies: (1) to declare due and payable the entire amount of unpaid total fees for the balance of the term of this Agreement, whereupon the same shall become immediately due and payable; and (2) to pursue any other remedies provided by law. Owner shall nevertheless remain liable for the unpaid total fee for the balance of the term of this Agreement, together with the expenses of retaking, storing, repairing, and releasing the Equipment and reasonable attorney's fees incurred by PANHANDLE ALARM AND TELEPHONE CO., INC. incidental thereto.

5. THIS AGREEMENT CONTAINS NO WARRANTIES. Owner agrees that, except as set forth herein, PANHANDLE ALARM AND TELEPHONE CO., INC. has made no representation or warranty of any kind (including any warranty of merchantability or warranty of fitness for a particular purpose), nature or description, express or implied, with respect to the Equipment. No oral agreement, guarantee, promise, condition, or representations relating hereto and/or to said Equipment are integrated herein.

6. PANHANDLE ALARM AND TELEPHONE CO., INC. reserves the right to employ outside monitoring or response facilities. Owner acknowledges that this Agreement and particularly those paragraphs relating to disclaimers or warranties, liquidated damages and indemnification, inure to the benefit of and are applicable to any outside facilities employed by PANHANDLE ALARM AND TELEPHONE CO., INC. as well as PANHANDLE ALARM AND TELEPHONE CO., INC. and that they bind Owner with respect to such facilities in the same manner and with the same force and effect as they bind Owner to PANHANDLE ALARM AND TELEPHONE CO., INC.

## **Tab 6**

**UNITED STATES BANKRUPTCY COURT**  
 Southern District of Florida  
 www.flsb.uscourts.gov

**Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 11 bankruptcy case concerning the debtor(s) listed below was filed on 4/22/14.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be accessed electronically via CM/ECF including at the public access terminals in every clerk's office.

**NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.**

**Creditors – Do not file this notice in connection with any proof of claim you submit to the court.  
 See Reverse Side For Important Explanations and SDFL Local Court Requirements.**

**Debtor(s) name(s) and address(es) (for names include married, maiden and trade used by the debtor(s) in the last 8 years):**

Louis Solomon Weltman  
 6615 W. Boynton Beach Blvd, Suite 341  
 Boynton Beach, FL 33437

**Case Number:**  
 14-19155-PGH

**Last four digits of Social-Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: xxx-xx-3934**

**Attorney for Debtor(s) (or Pro Se Debtor) name and address:**

David L. Merrill Esq.  
 Ozment Merrill  
 2001 Palm Beach Lakes Blvd, Suite 410  
 West Palm Beach, FL 33409  
**Telephone number:** 561.689-6789

**Bankruptcy Trustee (name and address):**

Not Applicable

**MEETING OF CREDITORS**

**Date: June 5, 2014**

**Time: 10:30 AM**

**Location: Flagler Waterview Bldg, 1515 N Flagler Dr Rm 870, West Palm Beach, FL 33401**

**Note: Debtors must bring original government-issued photo identification and proof of the social security number (or, if applicable, Tax ID) to this meeting.**

**WARNING TO DEBTOR: Without further notice or hearing the court may dismiss your case for failure to timely pay filing fee installments, failure to appear at the meeting of creditors or failure to timely file required schedules, statements or lists, and for failure to file pre-bankruptcy certification of credit counseling or file wage documentation.**

**Deadlines:**

Documents submitted for filing must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to File a Proof of Claim:**

For all creditors (except a governmental unit): **9/3/14**

For a governmental unit: **10/20/14**, or as provided by 11 USC Sec. 502(b)(9), whichever is later.

**Creditor with a Foreign Address**

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

**Deadline to File a Complaint to Determine Dischargeability of Certain Debts: 08/04/2014**

**Deadline to File a Complaint Objecting to Discharge of the Debtor:**

*First date set for hearing on confirmation of plan.*

Notice of the confirmation hearing date will be provided by separate order.

**Deadline to Object to Exemptions:**

Thirty days after the *conclusion* of the meeting of creditors scheduled in this notice or within thirty days of any amendment to the list or supplemental schedules.

**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

**Address of the bankruptcy clerk's office where assigned judge is chambered:**

Flagler Waterview Bldg  
 1515 N Flagler Dr #801  
 West Palm Beach FL 33401  
**Telephone:** 561-514-4100

**Hours Open:** Monday – Friday 8:30 AM – 4:00 PM  
 Closed all Legal Holidays

**Clerk of the Bankruptcy Court:** Katherine Gould Feldman  
**For:** Judge Paul G Hyman Jr  
**Date:** 4/24/14

**EXPLANATIONS**

FORM B9E (2/4/13)

Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under Chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, (or the existing case under another chapter has been converted to chapter 11). Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present with required original government-issued photo identification and proof of the social security number (or, if applicable, Tax ID) at the meeting to be questioned under oath by the trustee and by creditors. Creditors are welcome to attend, but are not required to do so.</i> The meeting may be continued and concluded at a later date specified in a notice filed with the court. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case. As mandated by the Department of Homeland Security, <b>ALL</b> visitors (except minors accompanied by an adult) to any federal building or courthouse, must present a current, valid, government issued photo identification (e.g., drivers license, state identification card, passport, or immigration card).
Claims	A Proof of Claim is a signed statement describing a creditor's claim. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is <i>not</i> listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you file a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all <i>or</i> if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, or you might not be paid any money on your claim against the debtor in the bankruptcy case and may be unable to vote on a plan. However, if this is a converted case, all claims filed under the initial chapter shall be deemed filed and need not to be refiled. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. The deadline for filing objections to claims will be established pursuant to Local Rule 3007-1(B)(1). <b>Filing Deadline for a Creditor with a Foreign Address:</b> The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline. Claims should be filed using the Official B10 Proof of Claim form available at any bankruptcy clerk's office or on the court's website at: <a href="http://www.flsc.uscourts.gov">www.flsc.uscourts.gov</a> , and delivered or mailed to the clerk's office address listed on the front of this notice. To receive acknowledgment of receipt by the clerk, enclose a copy of the claim and an adequate sized stamped self addressed envelope. As an alternative filing method, any creditor with internet access may file a proof of claim electronically and print a copy of the claim at the time of filing by using the electronic claims filing program available on the court website: <a href="http://www.flsc.uscourts.gov">www.flsc.uscourts.gov</a> . <i>Do not include this notice with any filing you make with the court.</i>
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). Unless the court orders otherwise, however, the discharge will not be effective until completion of all payments under the plan. A discharge means that you may never try to collect the debt from the debtor except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 523(a)(2), (4), or (6), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code § 1141(d)(3), you must file a complaint with the required filing fee in the bankruptcy clerk's office not later than the first date set for the hearing on confirmation of the plan. You will be sent another notice informing you of that date. Writing a letter to the court or judge is not sufficient. An adversary complaint must be filed in accordance with the applicable rules. Prior to receiving a discharge, the debtor must file and serve the Local Form "Debtor's Statement Re 11 U.S.C. Section 522(q)(1) Applicability, etc., and Notice of Deadline to Object", as required under Local Rule 4004-3(A)(9).
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Documents filed conventionally in paper may be filed at any bankruptcy clerk's office. Documents may be viewed in electronic format at any clerk's office public terminal (no charge for viewing) or via PACER ON THE INTERNET (charges apply). Case filing information and unexpired deadline dates can be obtained by calling the Voice Case Information System: (305)536-5979 or (800)473-0226.

**EXPLANATIONS (CONTINUED)**

FORM B9E (2/4/13)

Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Electronic Bankruptcy Noticing	Parties can now choose to receive all notices (including attachments) served by the clerk's office electronically instead of via US mail. For information on or to register for this free service, contact the Bankruptcy Noticing Center at <a href="http://ebn.uscourts.gov">ebn.uscourts.gov</a>
Translating Services	Language interpretation of the meeting of creditors will be provided to the debtor at no cost, upon request to the trustee, through a telephone interpreter service. Persons with communications disabilities should contact the U.S. Trustee's office to arrange for translating services at the meeting of creditors.

## **Tab 7**



# HARRIS FENCE INSTALLATION, INC.

1588 Garrett Mill Rd.  
Baker, Florida 32531  
850-537-6169

PROPOSAL TO Prizzetta & Co. DATE 3-31-2014  
Heritage Community Development Dist. SOURCE OF LEAD Quote  
 ADDRESS 120 Richard Jackson Blvd Suite 220 TELEPHONE NUMBER 850-334-9050  
 LOCATION Water Treatment Plant Panama City, FL JOB LOG NO. 850-334-9062  
Attn: Debbie Anderson 32407

SPECIFICATIONS: All work will be performed in a workmanlike manner and in accordance with standard practice. All posts set in concrete.

Total Height 6' d 8  
 Post Spaced 10 MAX  
 Style Fence Chain Link  
 Knuckled   
 Safeguard

6' 1 1/2 gauge  
 Top Rail 1 3/8" O.D.  
 Line Post 15 1/8" O.D.  
 End Post 2 1/2" O.D.  
 Corner Post 2 1/2" O.D.  
 Walk Gate Post 2 1/2" O.D.  
 Drive Gate Posts 2 1/2" O.D.  
 Gate Frames 1 3/8" O.D.  
Bottom tension wire

**KEY**

Fence to be erected \_\_\_\_\_  
 Tie-ons (Get permission) ○  
 Terminal Post ..... X  
 Existing fence - - - - -  
 Walk gate X X  
 Double gate X X  
 Indicate if sides are shared.

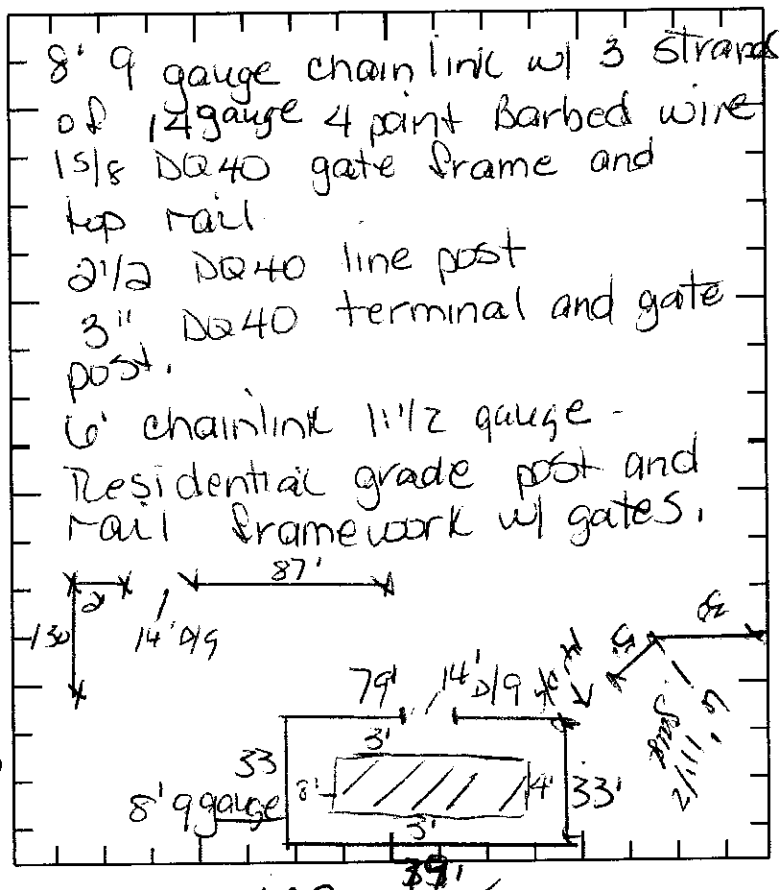
8 ft 9 gauge  
**Additional Specifications**  
 Top Rail 1 5/8" DQ40  
 Line Post 2 1/2" DQ40  
 End Post 3" DQ40  
 Corner Post 3" DQ40  
 Walk Gate Post \_\_\_\_\_ O.D.  
 Drive Gate Post 3" DQ40  
 Gate Frames 1 5/8" DQ40

TERMS  
 Cash Upon Completion

QUANTITY Water Treatment Plant, Crestview Florida

224'	Fencing w / o Gates 8'		
w/3	strands B.W.		
6	Terminal & Gate Posts		
1	14' d/gate	\$	4950.00
	Ft. Wide Single Swing Walk Gates		
2	Ft. Wide Double Swing Drive Gates 14' d/g		
	6' chain link		
8	terminal or gate post		
	No barbed wire	\$	2892.00
	Sub-Total		
	Tax		
	Total	\$	7842.00

Bottom Tension wire  
 Top Rail of Fence Straight   
 Top Rail of Fence to Follow Ground   
 Be Level With Lowest Grade   
 Be Level With Highest Grade



**TERMS OF PAYMENT:**

Cash Paid Down \_\_\_\_\_  
 Cash Upon Comp. \_\_\_\_\_  
 Financing \_\_\_\_\_  
 TOTAL CONTRACT PRICE \$ 7842.00

Salesman Rebecca Harris  
 Sales Manager Jan Han

ACCEPTED X M. Barber

## **Tab 8**



**RESOLUTION 2014-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2014/2015 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Heritage Plantation Community Development District (the "Board") prior to June 15, 2014, a proposed operating budget, debt service budget and capital projects budget for Fiscal Year 2014/2015; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

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

1. The operating, debt service and capital projects budgets proposed by the District Manager for Fiscal Year 2014/2015 attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budgets.
2. A public hearing on said approved budgets is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2014

HOUR: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The District Manager is hereby directed to submit a copy of the approved budgets to Okaloosa County at least 60 days prior to the hearing set above.
4. In accordance with Section 189.418, Florida Statutes, the District's Secretary is further directed to post this approved budget on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit this approved budget to Okaloosa County for posting on the local governing authority's website.
5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF MAY, 2014.**

ATTEST:

\_\_\_\_\_  
**HERITAGE PLANTATION  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

**Exhibit A:** Fiscal Year 2014-2015 Proposed Budget

## **Tab 9**

**INSTRUCTIONS RELATING TO  
LANDOWNERS' MEETING OF THE  
HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
FOR THE  
ELECTION OF SUPERVISORS**

**DATE OF LANDOWNERS' MEETING: THURSDAY, NOVEMBER 20, 2014**

**TIME: 3:30 P.M. (CST)**

**LOCATION: Offices of Pelican Real Estate, 5210 S. Ferdon Blvd, Crestview, FL 32536**

Pursuant to Chapter 190, Florida Statutes, after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the district. The following instructions on how all landowners may participate in the election is intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the Landowner's Meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each person that the landowner desires to elect to a position on the Board of Supervisors that is open for election for the upcoming term (three (3) seats on the Board will be up for election). A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the Landowners' Meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board of Supervisors that is open for election for the upcoming term. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years, and the remaining candidate elected shall serve for a two (2) year term. The term of office for each successful candidate shall commence upon election. Thereafter, there shall be an election of supervisors for the District every two (2) years in November on a date established by the Board of Supervisors upon proper notice until the District qualifies to have its board members elected by the qualified electors of the District.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY  
LANDOWNERS' MEETING – NOVEMBER 20, 2014**

**HERITAGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
OKALOOSA COUNTY, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints:

\_\_\_\_\_  
Proxy Holder

for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Heritage plantation Community Development District to be held at the \_\_\_\_\_ on \_\_\_\_\_, 2014, at \_\_\_\_\_m. and at any continuances or adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder exercising the voting rights conferred herein.

\_\_\_\_\_  
Print or type name of Landowner  
(or, if applicable, authorized representative of Landowner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Landowner, or Landowner Representative

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes*</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(must be street address, tax parcel ID number, or  
Legal description attached)

**Total Number of Authorized Votes:** \_\_\_\_\_

\* Pursuant to Section 190.006(2)(b), Florida Statutes (2013), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

**Please note that a particular real property is entitled to only one vote for each eligible acre of lands or fraction thereof; two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.). If more than one parcel, each must be listed or described.**

**OFFICIAL BALLOT**

**HERITAGE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

**OKALOOSA COUNTY, FLORIDA  
LANDOWNER'S MEETING  
NOVEMBER 20, 2014**

**For Elections (3 Supervisors):** The two candidates receiving the most votes will each receive a four (4) year term; the recipient of the next highest vote count will receive a two (2) year term. The term of office for each successful candidate will commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Heritage plantation Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. ] [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_