SUNDANCE
COMMUNITY DEVELOPMENT DISTRICT

ST. LUCIE COUNTY

SPECIAL BOARD MEETING
OCTOBER 9, 2025
11:00 A.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.sundancecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SUNDANCE
COMMUNITY DEVELOPMENT DISTRICT
10807 SW Tradition Square
Port St. Lucie, Florida 34987
SPECIAL BOARD MEETING
October 9, 2025
11:00 A.M.
1 (800) 743-4099
Participant Passcode: 6317098

A. Call to Order

B. Proof of Publication……………………………………………………………………………..Page 1

C. Establish Quorum

D. Additions or Deletions to Agenda

E. Comments from the Public for Items Not on the Agenda

F. Approval of Minutes

   1. June 24, 2025 Regular Board Meeting & Public Hearing Minutes………………………….Page 2

G. Old Business

H. New Business

   1. Discussion Regarding Dissolution of the District

   2. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2024/2025 Amended Budget…Page 5

   3. Consider Resolution No. 2025-05 – Approving Dissolution of the Sundance Community Development District…………………………………………………………………………Page 8

   4. Consider Approval of Dissolution Funding Agreement……………………………………...Page 14

I. Administrative Matters

J. Board Member Comments

K. Adjourn

Publication Date	Subcategory
2025-10-01	Miscellaneous Notices

SUNDANCE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SPECIAL BOARD
MEETING

NOTICE IS HEREBY GIVEN that the Sundance Community Development District (the District) will hold a Special Board Meeting (the Meeting) of its Board of Supervisors (the Board) on October 9, 2025, at 11:00 a.m. at the offices of Special District Services, Inc. located at 10521 SW Village Center Drive, Suite 203, Port St. Lucie, Florida 34987-1930. The purpose of the Special Board Meeting is for the Board to consider any business that may lawfully and properly come before it.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or sbrown@sdsinc.org (the District Managers Office) during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

District Manager
Sundance Community Development District
www.sundancecdd.org
PUBLISH: ST. LUCIE NEWS TRIBUNE 10/01/25
TCN11698738

SUNDANCE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JUNE 24, 2025

A. CALL TO ORDER

District Manager Michael McElligott called the June 24, 2025, Regular Board Meeting of the Sundance Community Development District (the "District") to order at 11:05 a.m. offices of Special District Services, Inc. located at 10807 SW Tradition Square, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Indian River Press Journal* on October 10, 2024, as legally required.

C. ESTABLISH QUORUM

A quorum was established with the following Supervisors in attendance:

Luai Akel, Ersilia Moreno, and Horacio Moncada

Also in attendance were District Manager Michael McElligott of Special District Services, Inc.; and Attorney Wes Haber of Kutak Rock LLP (via phone).

D. ADDITIONS OR DELETIONS TO AGENDA

Mr. McElligott introduced himself and stated he was filling in for their regular manager, Ms. Brown. Mr. McElligott also asked that he be nominated as Secretary just for the meeting so that he may take the minutes. Mr. Moncada nominated Mr. McElligott as secretary for this meeting. There were no other nominations. Mr. McElligott wins unopposed.

Since both the Chair and Vice Chair are not present, Mr. McElligott stated that we need to elect a chair for just this meeting. Mr. Moncada nominated Ms. Moreno. There were no other nominations. Ms. Moreno wins unopposed.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no public comments.

F. APPROVAL OF MINUTES

1. April 22, 2025, Regular Board Meeting

A **motion** was made by Mr. Moncada, seconded by Ms. Moreno approving the April 22, 2025, Regular Board Meeting Minutes, as presented. The **motion** passed unanimously.

G. PUBLIC HEARING

The public hearing was opened at 11:08 am.

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing had been published in *The Indian River Press Journal* on June 4, 2025 and June 11, 2025, as legally required.

2. Receive Public Comments on the Fiscal Year 2025/2026 Final Budget

There were no public comment.

3. Consider Resolution No. 2025-02 Adopting Fiscal Year 2025/2026 Final Budget

Resolution No. 2025-02 was presented, entitled:

RESOLUTION NO. 2025-02

THE ANNUAL APPROPRIATION RESOLUTION OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT') RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. McElligott went over the budget with the Board and answered all questions. After a brief discussion, Mr. Moncada made a **motion**, seconded by Ms. Moreno adopting Resolution 2025-02 adopting the Fiscal Year 2025/2026 Final Budget, as presented. The **motion** passed unanimously.

The public hearing was closed at 11:12 am.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Resolution No. 2025-03 Adopting Fiscal Year 2025/2026 Meeting Schedule

Resolution No. 2025-03 was presented, entitled:

RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. McElligott presented the meeting schedule, which follows the current meeting schedule format. After a brief discussion, Mr. Moncada made a **motion**, seconded by Ms. Moreno adopting Resolution 2025-03, adopting the Fiscal Year 2025/2026 Meeting Schedule, as presented. The **motion** passed unanimously.

2. Consider Appointment of Audit Committee & Approval of Evaluation Criteria

Mr. McElligott went over the Auditor RFP procedures with the Board, and presented the related documents in the meeting materials. After some discussion, Mr. Moncada made a **motion**, seconded by Ms. Moreno appointing the CDD Board as the Audit Committee, and approving the Evaluation Criteria, as presented. The **motion** passed unanimously.

I. ADMINISTRATIVE MATTERS

Mr. McElligott reminded the Board to file their Forms 1 by July 1st.

J. BOARD MEMBER COMMENTS

There were no further Board Member comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Moncada, seconded by Mr. Akel adjourning the meeting at 11:22 a.m. There were no objections.

ATTESTED BY:

______________________________	______________________________
Secretary/Assistant Secretary	Chairperson/Vice-Chair

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Sundance Community Development District ("District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 9th day of October, 2025.

ATTEST:	**SUNDANCE COMMUNITY DEVELOPMENT DISTRICT**
By:________________________	By:____________________________
Secretary/Assistant Secretary	Chairperson/Vice Chairperson

Sundance
Community Development District

Amended Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025

AMENDED FINAL BUDGET
SUNDANCE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
O&M Assessments	0	**0**	0
Developer Contribution	72,625	**36,589**	36,589
Debt Assessments	0	**0**	0
Interest Income	0	**17**	16
Total Revenues	**$ 72,625**	**$ 36,606**	**$ 36,605**
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	**0**	0
Management	24,000	**24,000**	22,000
Legal	7,500	**2,500**	1,077
Assessment Roll	5,000	**0**	0
Audit Fees	4,000	**0**	0
Arbitrage Rebate Fee	650	**0**	0
Insurance	6,000	**5,000**	5,000
Legal Advertisements	15,000	**1,500**	597
Miscellaneous	1,500	**100**	25
Postage	300	**70**	63
Office Supplies	1,500	**250**	192
Dues & Subscriptions	175	**175**	175
Trustee Fees	4,000	**0**	0
Continuing Disclosure Fee	1,000	**0**	0
Total Administrative Expenditures	**$ 70,625**	**$ 33,595**	**$ 29,129**
EXPENDITURES			
Maintenance Expenditures			
Engineering/Inspections	2,000	**0**	0
Miscellaneous Maintenance	0	**0**	0
Total Maintenance Expenditures	**$ 2,000**	**$ -**	**$ -**
Total Expenditures	**$ 72,625**	**$ 33,595**	**$ 29,129**
REVENUES LESS EXPENDITURES	**$ -**	**$ 3,011**	**$ 7,476**
Bond Payments	0	**0**	0
BALANCE	**$ -**	**$ 3,011**	**$ 7,476**
County Appraiser & Tax Collector Fee	0	**0**	0
Discounts For Early Payments	0	**0**	0
EXCESS/ (SHORTFALL)	**$ -**	**$ 3,011**	**$ 7,476**
Carryover From Prior Year	0	**0**	0
NET EXCESS/ (SHORTFALL)	**$ -**	**$ 3,011**	**$ 7,476**

Fund Balance As Of 9/30/2024	($1,524)
Projected FY 2024/2025 Activity	$3,011
Fund Balance As Of 9/30/2025	$1,487

RESOLUTION 2025-05

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

WHEREAS, the Sundance Community Development District (the "District") was established by Ordinance No. 2024-26 of the City Council of the City of Port St. Lucie, Florida, pursuant to Chapter 190, Florida Statutes, and

WHEREAS, the District is located wholly within the City of Port St. Lucie, Florida (the "City"); and

WHEREAS, ACR Acquisition, LLC and Akel Homes, LLC, are the majority landholder and developer of lands within the District ("the Developer"); and

WHEREAS, the District operations are funded solely by the Developer pursuant to a funding agreement between the District and the Developer; and

WHEREAS, the District has received a letter from the Developer, a copy of which is attached hereto as **Exhibit A**, requesting the dissolution of the District; and

WHEREAS, the District has participated in planned community development services to the lands located within the District; and

WHEREAS, the landowners within the District have never been assessed for operations and maintenance assessments or debt assessments; and

WHEREAS, the District's Board of Supervisors has determined that based upon information provided to it by the Developer and the level of improvements already completed within the District, that the planned community development services that remain to be provided to the lands within the boundaries of the District may be provided by the Developer in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District, at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the District; and

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

WHEREAS, the District's Board of Supervisors finds that it is in the best interest of the District and the District's landowners that the District be dissolved and that the planned community development services be provided by means other than by the District; and

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

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

WHEREAS, the District has prepared a Plan of Dissolution, a copy of which is attached hereto as **Exhibit B**, that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts and contracts; and

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

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

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

SECTION 2. TRANSFER OF DISTRICT PROPERTY. The Board hereby directs the District Chairman and District staff to proceed in an expeditious manner with any actions necessary to transfer the District Property to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest and to prepare, execute and file any document necessary or convenient to effectuate such transfers or property and maintenance obligations.

SECTION 3. CHAIRMAN'S AUTHORITY. The Board hereby authorizes the District Chairman to act as the agent of the District with respect to any and all documents that must be executed or any other matters pertaining to the transfer of the District's interests as contemplated herein.

SECTION 4. NO EXISTING DEBT. The District did not fund with tax exempt bonds or operations and maintenance assessments the construction, operation, or maintenance of any such infrastructure systems, facilities, or services to the lands within the District.

SECTION 5. APPROVAL OF PLAN OF DISSOLUTION. The District hereby approves the Plan of Dissolution, attached to this Resolution as **Exhibit B**.

SECTION 6. REQUEST FOR ACTION. The District hereby requests that the City adopt a non-emergency ordinance to provide for the termination of the District in accord with Section 190.046(10), Florida Statutes.

SECTION 7. DIRECTION TO DISTRICT MANAGER AND DISTRICT COUNSEL. The District Manager and District Counsel are hereby directed to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly termination of the District.

SECTION 8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the Sundance Community Development District.

PASSED AND ADOPTED this 9th day of October, 2025.

ATTEST:	**SUNDANCE COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Letter from Developer
Exhibit B: Plan of Dissolution

_______, 2025

Board of Supervisors
Sundance Community Development District
c/o Stephanie Brown, District Manager
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Dear Board of Supervisors:

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

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

Thank you for your consideration of this request.

Sincerely,

ACR Acquisition, LLC
a Florida limited liability company

By: ________________________________
Name:_______________________________

Akel Homes, LLC
a Florida limited liability company

By: ________________________________
Name:_______________________________

PLAN OF DISSOLUTION FOR THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT

1. PURPOSE. The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Sundance Community Development District (the "District").

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

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

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

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

6. CONTRACTUAL OBLIGATIONS OF THE DISTRICT.

A. All contractual obligations shall be addressed as follows:

(1) The District's agreement with the firm of Kutak Rock LLP, to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

(2) The District's agreement with the firm of Special District Services, Inc., to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Special District Services, Inc.

(3) All other agreements of the District shall expire and be void upon the effective dissolution of the District.

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

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

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

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

DISSOLUTION FUNDING AGREEMENT

This **DISSOLUTION FUNDING AGREEMENT** ("**Agreement**") is made and entered into this _____ day of ________________ 2025, by and between:

SUNDANCE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Port St. Lucie, St. Lucie County, Florida (the "**District**"); and

ACR ACQUISITION, LLC, a Florida limited liability company with a mailing address of 7111 Fairway Drive, Suite 210, Palm Beach Gardens, Florida 33418 ("**ACR**"), and

AKEL HOMES, LLC, a Florida limited liability company with a mailing address of 7111 Fairway Drive, Suite 210, Palm Beach Gardens, Florida 33418 ("**Akel**", together with ACR, the "**Majority Landowner**"); and

RECITALS

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

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

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

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

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

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

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

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

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

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

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

ACR ACQUISITION, LLC.	**_____%**
AKEL HOMES, LLC.	**_____%**

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

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

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

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

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

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

If to Majority Landowners:	ACR Acquisition, LLC 7111 Fairway Drive, Suite 210 Palm Beach Gardens, Florida 33418 Attn: ________
	Akel Homes, LLC 7111 Fairway Drive, Suite 210 Palm Beach Gardens, Florida 33418 Attn: ________
If to District:	Sundance Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410 Attn: Stephanie Brown
With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: Wesley S. Haber

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

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

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

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

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

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

[*Signatures on next page*]

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

ATTEST:	**SUNDANCE COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________
Secretary	Chairperson, Board of Supervisors
WITNESS:	**ACR ACQUISITION, LLC,** a Florida limited liability company
______________________________	______________________________
[Print Name] ____________________	By: ______________________________ Its: ______________________________
WITNESS:	**AKEL HOMES LLC,** a Florida limited liability company
______________________________	______________________________
[Print Name] ____________________	By: ______________________________ Its: ______________________________

EXHIBIT A: Plan of Dissolution

Exhibit A

PLAN OF DISSOLUTION