

**AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF PORT ST. LUCIE, AND THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1**

**THIS AMENDED AND RESTATED AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and among the PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY ("Agency"), an agency of the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida ("City"), the City, and the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, a community development district created pursuant to the provisions of Chapter 190, Florida Statutes ("District No. 1"), and amends and restates in its entirety that certain Interlocal Agreement among the Agency, the City, and District No. 1 dated as of April 28, 2014, and recorded in Official Records Book 3628, Pages 2887-2900, of the Public Records of St. Lucie County, Florida ("Redevelopment Interlocal Agreement").

**PRELIMINARY STATEMENT**

**The Community Redevelopment Agency.**

A. By Resolution No. 01-R2, adopted on January 22, 2001, the City Council of the City ("City Council") determined that one or more blighted areas exist within the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

B. By Ordinance No. 01-01, enacted on February 12, 2001, the City Council created the Agency.

C. By Resolution No. 01-R27, adopted on June 11, 2001, the City Council adopted a community redevelopment plan ("Plan") for the community redevelopment area as described in that Resolution ("Original Redevelopment Area").

D. By Ordinance No. 01-23 enacted on June 11, 2001, the City Council established a redevelopment trust fund ("Trust Fund") for the Original Redevelopment Area, as provided in Section 163.387, Florida Statutes.

E. By Resolution No. 03-R30, adopted on April 14, 2003, the City Council determined that an additional blighted area commonly known as "Lentz Grove," existed within the City, and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

F. By Resolution No. 03-R31, adopted on April 14, 2003, the City Council adopted an amendment to the Plan for the Lentz Grove Area.

G. By Ordinance No. 03-76, enacted on April 14, 2003, the City Council amended the Trust Fund to provide for the additional funding of the CRA Trust Fund for community redevelopment within

the Lentz Grove Area.

H. By Resolution No. 06-R18, adopted on March 13, 2006, the City Council determined that an additional blighted area commonly known as the "CRA Expansion Area" existed within the City, and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

I. By Resolution No. 06-R102, adopted on November 20, 2006, the City Council adopted an amendment to the Plan for the CRA Expansion Area

J. By Ordinance No. 07-114, enacted on August 13, 2007, the City Council amended the Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within the CRA Expansion Area.

K. By Resolution No. 11-R50, adopted on August 29, 2011, the City Council determined that an additional blighted area commonly known as "Southern Grove" existed within the City, and that the rehabilitation, conservation, or redevelopment or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

L. By Resolution No. 12-R65, adopted on June 25, 2012, the City Council adopted an amendment to the Plan to provide a guide for redevelopment within Southern Grove, including provision for development incentive payments.

M. By Ordinance No. 12-30, enacted on June 25, 2012, the City Council amended the CRA Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within Southern Grove.

N. By Resolution No. 13-R153, adopted on February 10, 2014, the City Council adopted a further amendment to the Plan and guide for redevelopment within Southern Grove.

O. The City Council and the Agency approved the Redevelopment Interlocal Agreement among the Agency, the City, and District No. 1 to assist in executing the Plan for Southern Grove.

P. On \_\_\_\_\_, 2023, the City Council and the Agency held public hearings to consider amending and restating the Redevelopment Interlocal Agreement and the comments upon the record made at said public hearings and afforded all interested persons an opportunity to be heard.

**The Southern Grove Community Development Districts.**

Q. District No. 1, Southern Grove Community Development District No. 2, ("District No. 2"), Southern Grove Community Development District No. 3 ("District No. 3"), Southern Grove Community Development District No. 4 ("District No. 4"), Southern Grove Community Development District No. 5 ("District No. 5"), and Southern Grove Community Development District No. 6 ("District No. 6"), Southern Grove Community Development District No. 7 ("District No. 7"), Southern Grove

Community Development District No. 8 ("District No. 8"), Southern Grove Community Development District No. 9 ("District No. 9"), and Southern Grove Community Development District No. 10 ("District No. 10" and, collectively with District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, and District No. 9, the "Districts"), have been duly established as community development districts under Chapter 190, Florida Statutes, by Ordinance Nos. 07-33, 07-34, 07-35, 07-36, 07-37, 07-38, 22-96, 22-97, 22-98, and 22-99, respectively, each enacted by the City Council on April 9, 2007, and November 14, 2022.

R. To facilitate the financing, construction, acquisition, operation, and maintenance of community-wide infrastructure for the mixed use development of regional impact currently known as Southern Grove, that is located within the Districts, and to better assure compliance with the development order pertaining to Southern Grove as it relates to such community infrastructure, the Districts have entered into or joined a Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded at Official Records Book 3539, Page 672, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement").

S. Pursuant to the District Interlocal Agreement, the Districts have delegated to the Issuer and the Administration District (as such terms are defined in the District Interlocal Agreement), as applicable, the power and authority to act on behalf of all the Districts to finance, acquire, construct, operate, and maintain Community Infrastructure (as defined in the District Interlocal Agreement) serving all of the Districts, and to operate and maintain certain District Infrastructure (as defined in the District Interlocal Agreement), including but not limited to the power to levy, collect, and enforce non-ad valorem assessments for the purposes of paying the Public Infrastructure Indebtedness (as defined in the District Interlocal Agreement) and the costs of maintaining the Community Infrastructure and certain District Infrastructure.

T. In accordance with the District Interlocal Agreement, the Districts have delegated to the Administration District the authority to levy and collect non-ad valorem assessments upon benefitting real property within the boundaries of the Districts for the purposes of paying the Public Infrastructure Indebtedness and the costs of maintaining the Community Infrastructure and certain District Infrastructure.

U. Pursuant to the District Interlocal Agreement, the Districts have designated District No. 1 as the initial Administration District.

**The SAD; District No. 1 to Assist in Executing the Plan for Southern Grove.**

V. The City has established the Southwest Annexation Special Assessment District No. 1 ("SAD") to levy special assessments ("SAD Assessments") to fund the costs of a City infrastructure project ("SAD Project") benefitting the lands within Southern Grove.

W. The exterior boundaries of Southern Grove, as identified in the City's Resolution Nos. 11-R50 and 12-R65, are coterminous with the exterior boundaries of the SAD and the exterior boundaries of the Districts.

X. The amendment to the Plan adopted by Resolution No. 12-R65, as implemented through Ordinance No. 12-30, provides that tax increment revenue from a portion of the incremental increase in ad valorem taxes levied within Southern Grove shall be paid into the Trust Fund for community redevelopment within Southern Grove.

Y. The amendment to the Plan adopted by Resolution No. 12-R65 also recognized that paying a portion of the SAD Assessments for desired development is an appropriate incentive program and use for Trust Fund tax increment revenue generated within Southern Grove.

Z. The City, the Agency, and District No. 1 have determined that during the term of this Agreement District No. 1 should assist the Agency in executing the Plan within Southern Grove by administering a portion of an incentive program to promote and encourage job and job corridor creation, all in the manner set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions, and promises contained herein, the parties agree as follows:

**1. Recitations; Authority.**

a. The recitations and findings set forth in the above Preliminary Statement are true and correct and are incorporated by reference.

b. This Agreement is entered pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

**2. Definitions.** Except as otherwise provided, as used in this Agreement, the following terms shall have the meanings set forth below:

"Annual Credit Amount" shall mean, in any given fiscal year, the lesser of (a) the total of (i) the Transferred Revenue received by the Agency with respect to a parcel of Qualified Property for the immediately preceding fiscal year plus (ii) any Excess Revenue Allocation for such parcel, or (b) either (i) the annual SAD Assessment levied on and paid for such parcel for the current fiscal year, or (ii) if the entire SAD Assessment on such parcel has been pre-paid in full, the amount that would have been levied as an annual assessment but for the prepayment.

"Excess Revenue" shall mean, in any given fiscal year, (a) for a parcel of Qualified Property, the amount, if any, by which the Transferred Revenue received by the Agency during the immediately preceding fiscal year exceeds the annual SAD Assessment on such parcel for the current fiscal year, and (b) for a parcel of Other Property, all Transferred Revenue received by the Agency during the immediately preceding fiscal year.

"Excess Revenue Allocation" shall mean, in any given year, that portion of the Excess Revenue that is allocated to the Annual Credit Amount for a parcel of Qualified Property in the manner provided in this Agreement.

"Final Plat" shall mean "final plat" as defined the Port St. Lucie Subdivision Regulations, as set forth in Chapter 156 of Title XV of the Code of Ordinances of the City.

"Increment Revenue" shall mean the amount calculated annually pursuant to Section 163.387(1), Florida Statutes, and received by the City for any parcel of taxable property within Southern Grove.

"Other Property" shall mean any parcel of Southern Grove Property that is not Qualified Property.

"Qualified Property" shall mean any parcel of Southern Grove Property that is subject to the SAD Assessments and for which: i) the annual SAD Assessment levied on the parcel has been paid for such parcel for the current and prior fiscal years, or if the entire SAD Assessment on such parcel has been pre-paid in full, ii) a Final Plat has been approved by the City and recorded in the public records of St. Lucie County, Florida, during the term of this Agreement, and iii) construction plans associated with the Final Plat have been approved by the City.

"Plan Payment" shall mean a payment to the owner of record listed on the tax roll for the current fiscal year for a parcel of Qualified Property of: (a) all or any portion of the Transferred Revenue received by the Agency with respect to such parcel, and (b) any Excess Revenue Allocation for such parcel. As provided in Section 3.a.(iii) of this Agreement, the Plan Payment for a parcel of Qualified Property shall be in an amount equal to, but in no event in excess of, the Annual Credit Amount for such parcel.

"Retained Revenue" shall mean, for any parcel of Southern Grove Property, that portion of the Increment Revenue retained by the City after depositing the Transferred Revenue into the Trust Fund as provided in this Agreement. Retained Revenue shall be equal to the Increment Revenue less the Transferred Revenue.

"Southern Grove Property" shall mean all taxable property within Southern Grove Community Redevelopment Area.

"Transferred Revenue" shall mean, for any parcel of Southern Grove Property, that portion of the Increment Revenue received by the City and deposited into the Trust Fund in accordance with this Agreement. Subject to revision as provided in Section 5.b. of this Agreement, Transferred Revenue shall be equal to ninety percent (90%) of Increment Revenue for any parcel of taxable property within Southern Grove.

"Transferred Revenue Shortfall" shall mean, for any parcel of Qualified Property, the amount by which the Transferred Revenue received with respect to such parcel is exceeded by the SAD Assessment on such parcel for the current fiscal year.

"Trust Fund" shall mean the redevelopment trust fund established by the City pursuant to Section 163.387, Florida Statutes, for the redevelopment area identified in the Plan, as amended.

**3. Execution of Plan for Southern Grove--City and Agency Responsibilities.**

a. By execution of this Agreement, the City and the Agency find and determine as follows:

- (i) Construction and development on any parcel of Qualified Property constitutes "desired development" within the meaning of the Plan for Southern Grove, will eliminate and prevent the development of blight within Southern Grove and will rehabilitate and conserve the area.
- (ii) Provision in the manner described in this Agreement for Plan Payments to the owners of parcels of Qualified Property will eliminate and prevent the development of blight within Southern Grove and will rehabilitate and conserve the area. Such Plan Payments constitute the primary authorized incentive program under the Plan for Southern Grove ("Primary Program").
- (iii) Under the Primary Program, the authorized incentive for each parcel of Qualified Property shall be Plan Payments in an amount equal to, but in no event in excess of, the Annual Credit Amount for such parcel.
- (iv) The projects identified in the attached Exhibit A will eliminate and prevent the development of blight within Southern Grove, and will rehabilitate and conserve the area. Such projects constitute the secondary authorized incentive program under the Plan for Southern Grove ("Secondary Program").
- (v) If any Excess Revenue remains following allocation for Plan Payments under the Primary Program, the Agency is authorized to undertake one or more of the projects identified in the Secondary Program. Notwithstanding, all Transferred Revenue must be spent in accordance with section 163.287, Florida Statutes and section 163.370, Florida Statutes, as they may be amended from time to time.

b. Upon this Agreement becoming effective, and thereafter during its entire term, the City and the Agency shall:

- (i) Maintain the Transferred Revenue in its Trust Fund (notwithstanding that the District will calculate the rebate for each Qualified Property as provided in Section 4 of this Agreement).
- (ii) The City shall maintain the Transferred Revenue.

- (iii) Take such actions as may be necessary to provide that each fiscal year within five (5) business days of receipt and deposit into the Trust Fund of any Increment Revenue collected with respect to Southern Grove Property, the Agency shall provide written notice to the District No. 1 of the Transferred Revenue on deposit and available for expenditure in accordance with this Agreement. The notice shall also include the annual tax increment millage rate to be used in the summary report and credit calculations produced by the District pursuant to Section 4 of this Agreement.
- (iv) Within twenty (20) business days of receiving the summary report from the District No. 1 as provided in Section 4.a.(i) of this Agreement, provide written notice of acceptance of the summary report or rejection with comments.
- (v) Within thirty (30) business days of acceptance of the summary report from the District No. 1 as provided in Section 4.a.(i) of this Agreement, but no later than June 30<sup>th</sup> of each fiscal year, the Agency shall remit the corresponding Plan Payment to the owner of each Qualified Property for which Transferred Revenue was received, less any Excess Revenue Allocation for such parcel, as identified in the summary report.
- (vi) If, after making all Excess Revenue Allocation payments to the owners of eligible Qualified Property there remains any additional Excess Revenue (that is, if all Transferred Revenue Shortfalls have been paid by Excess Revenue Allocations), such additional Excess Revenue may be expended by the Agency on a Secondary Program project in the manner provided in Section 3.b.(vi), or may be carried forward for no more than two (2) fiscal years for expenditure as provided in this Agreement.
- (vii) As provided in Section 3.a.(iii) of this Agreement, the Plan Payment for a parcel of Qualified Property, including any Excess Revenue Allocation, shall be in an amount equal to, but in no event in excess of, the Annual Credit Amount for such parcel.
- (viii) Expend any Excess Revenue deposited in the Trust Account only in strict compliance with (A) the Excess Revenue Allocation provisions set forth in Section 4.a.(iii) of this Agreement, or (B) the Secondary Program project provisions set forth in this Agreement.
- (ix) Within five (5) business days of the end of each fiscal year, provide to the District No. 1 summary reports of (A) the Plan Payments made, (B) any Excess Revenue retained in or expended from the Trust Account, and (C) the adopted annual assessment roll for next fiscal year for the SW Annexation Special Assessment District No. 1 ("SW SAD").

- (x) Within ten (10) business days of the end of each fiscal year, and solely from the Retained Revenue, reimburse District No. 1 its actual cost of performing its Plan responsibilities under this Agreement for such fiscal year.

**4. Execution of Plan for Southern Grove-District No. 1 Responsibilities.**

a. Each fiscal year during the term of this Agreement, District No. 1 shall:

- (i) Within forty-five (45) business days of receiving written notice from the Agency remit summary report detailing the Plan Payment payable to the owner of each parcel of Qualified Property for which Transferred Revenue is available, less any Excess Revenue Allocation for such parcel to the City and Agency.

- (ii) The summary report shall also determine the total Excess Revenue available, if any, and the Excess Revenue Allocation for each parcel of Qualified Property for which there is a Transferred Revenue Shortfall, as follows:

- (A) Any parcel of Qualified Property for which there is a Transferred Revenue Shortfall shall be eligible for an Excess Revenue Allocation.

- (B) The Excess Revenue Allocation for each such parcel shall be an amount calculated in accordance with the following formula:

$$ERAP = (TRSP \div TRST) \times ERT$$

where:

ERAP = the Excess Revenue Allocation for parcel P

TRSP = the Transferred Revenue Shortfall for parcel p

TRST = the total Transferred Revenue Shortfall for all Qualified Property

ERT = the total Excess Revenue received by the Agency

- (iii) Simultaneously with provision of the summary report described in Section 4.a.(i) of this Agreement, District No. 1 shall provide verification of all costs incurred in performing its Plan responsibilities for the corresponding fiscal year.

**5. Miscellaneous Provisions.**

a. Term. The term of this Agreement shall commence upon the effective date as defined in Section 5.m and, unless earlier extended or terminated, shall terminate on September 30, 2042.



b. Termination. This Agreement may be terminated (i) by the City or the Agency upon the failure of District No. 1 to cure, or to be actively taking steps to cure, any default in its obligations hereunder within ninety (90) days following receipt of written notice from the City or the Agency specifying the default and describing the steps required to be taken to remedy such default, (ii) by District No. 1 upon the failure of the City and the Agency timely to make the determinations set forth in Section 3.b.(i) through 3.b.(iv), or (iii) upon the written consent of the parties. If administrative expenses incurred by the City and/or the Agency increase, or if costs incurred by District No. 1 in performing its Plan responsibilities increase, the City and the Agency may reduce the Transferred Revenue by the amount required to cover such increases by written notice to District No. 1 provided not later than June 30<sup>th</sup> of the fiscal year in which such change is to occur.

c. Payment of Increment Revenue Following Termination. In the event this Agreement is terminated during any period that SAD Assessments remain in effect, then until the final collection, extinguishment, or other termination of all SAD Assessments, the City and the Agency shall take such action as may be required to assure the continuation of Plan Payments to each owner of a parcel of Qualified Property, calculated annually as provided in the Primary Program as described in Sections 3.a.(iii) and 3.b.(v) of this Agreement. Plan Payments following termination may increase above the levels paid as of the termination date of this Agreement, but, as provided in Section 3.a.(iii), the Plan Payments for a parcel of Qualified Property, including any Excess Revenue Allocation, shall in no event exceed the Annual Credit Amount for such parcel.

d. Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

e. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and received for or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

To the City and the Agency:

City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

Director  
Community Redevelopment Agency  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

City Attorney  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

City Clerk  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

To District No. 1:

Southern Grove Community Development District No. 1  
c/o Special District Services Inc.  
2501 A Burns Road  
Palm Beach Gardens, FL 33410  
Attention: District Manager

Mattamy Palm Beach LLC  
2500 Quantum Lakes Drive, Suite 215  
Boynton Beach, FL 33426  
Attention: Tony Palumbo, Vice President

Daniel B. Harrell, Esq.  
Gonano & Harrell  
1600 S. Fed. Hwy., Suite 200  
Fort Pierce, Florida 34950

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

f. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed, and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding unless in writing and executed by both parties.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

h. Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld.

i. Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

j. Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement

k. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of

this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

l. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

m. Effective Date. This Agreement shall be deemed effective as of the date of filing with the Clerk of the Circuit Court as provided in Section 5.l.

*[Signatures on following pages]*

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates appearing under each signature, through the City Council as Agency Board for the Agency, through the City Counsel for the City and through the Board of Supervisors for District No. 1, each signing by and through its duly authorized representative.

**PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Chair

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

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_  
City Attorney

**CITY OF PORT ST. LUCIE**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

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

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_  
City Attorney

SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 1

ATTEST:

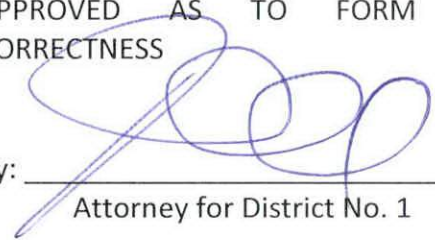


Secretary

By:   
Frank Covelli, Chair

Date: 2/1/2023

APPROVED AS TO FORM AND  
CORRECTNESS

By:   
Attorney for District No. 1

## **EXHIBIT "A"**

### **APPROVED SECONDARY PROGRAM PROJECTS**

Upon satisfaction of all conditions set forth in Section 3.a.(v) of this Agreement, the Agency may undertake one or more of the following as authorized incentive projects under the Plan for Southern Grove --- Secondary Program. Authorized Secondary Program projects are limited to:

1. "The Tradition Trail" project, described as a Specific Initiative in Resolution No. 12-R65 of the City, adopting an amendment to the Plan for Southern Grove, and depicted as a multipurpose path on Exhibit B-2 of Exhibit 1 of Resolution No. 14-R19 of the City, amending the development order for the Southern Grove Development of Regional Impact, and Figure 8 of Resolution No. 13-R153 of the City, further amending the Plan for Southern Grove, including any portion of such project as agreed by the City and the Agency
2. Any streetscape project, beautification project, recreational project, or other amenity that has received development approval from the City as consistent with the Master Development Plan for the Southern Grove Development of Regional Impact and consistent with the Plan for Southern Grove.
3. Any "Required Access Road Improvements" project identified in Table 1 of Exhibit 1. to Resolution No. 14-R19 of the City, amending and restating the Development Order for the Southern Grove Development of Regional Impact and consistent with the Plan for Southern Grove.
4. Any "Required Road Improvements" project identified in Table 2 of Exhibit 1 to Resolution No. 14-R19 of the City, amending and restating the Development Order for the Southern Grove Development of Regional Impact and consistent with the Plan for Southern Grove.

Notwithstanding, all Transferred Revenue must be spent in accordance with section 163.287, Florida Statutes and section 163.370, Florida Statutes, as they may be amended from time to time.