

This instrument prepared by (and return to):

Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Ste. 200
Fort Pierce, FL 34950-5194
(772) 464-1032 Ext. 1010

**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 AGREEMENT is made as of the 28th day of April, 2014, 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").

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.

The Southern Grove Community Development Districts.

O. 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" and collectively with District No. 1, District No. 2, District No. 3, District No. 4, and District No. 5, the "Districts"), have been duly established as community de-

velopment districts under Chapter 190, Florida Statutes, by Ordinance Nos. 07-33, 07-34, 07-35, 07-36, 07-37, and 07-38, respectively, each enacted by the City Council on April 9, 2007.

P. 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 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").

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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 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 into 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 District No. 1 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.

“District No. 1 Trust Account” shall mean the trust account established by District No. 1 exclusively for the deposit and expenditure of Transferred Revenue that has been (a) collected by the City and the Agency with respect to taxable property within Southern Grove and (b) transferred by the City from the Trust Fund to District No. 1 in the manner proved in this Agreement.

“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 District No. 1 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 District No. 1 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 in Section 156.008(B) of 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 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.

“Plan Payment” shall mean a payment to the owner of a parcel of Qualified Property of (a) all or any portion of the Transferred Revenue received by District No. 1 with respect to such parcel, and (b) any Excess Revenue Allocation for such parcel. As provided in Section 3.b.(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.

“Southern Grove Property” shall mean all taxable property within Southern Grove.

“Transferred Revenue” shall mean, for any parcel of Southern Grove Property, that portion of the Increment Revenue received by the City and transferred from the Trust Fund to District No. 1 for deposit into the District No. 1 Trust Account in accordance with this Agreement. As provided in Section 3.a of this Agreement, Transferred Revenue shall be equal to ninety-five percent (95%) of Increment Revenue.

“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. Upon this Agreement becoming effective, and thereafter during its entire term, including any extension, the City and the Agency shall take such actions as may be necessary to provide that 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 transfer ninety-five percent (95%) of such collected funds into the District No. 1 Trust Account exclusively for deposit and expenditure in accordance with this Agreement.

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

- (i) Above-grade construction and development on any parcel of Qualified Property constitutes "desired development" within the meaning of the Plan for Southern Grove.
- (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, District No. 1 is authorized to expend such funds on one or more of the projects identified in the Secondary Program. Prior to the commencement of construction of any project identified in the Secondary Program, the following shall be submitted to the City and the Agency:
 - (A) Plans, drawings, and narrative description of the project, including the status of (I) all applicable City development approvals and (II) permitting from all other agencies exercising regulatory jurisdiction over project construction or installation;
 - (B) An estimate of the cost of the project certified by an engineer licensed in the State of Florida;
 - (C) A budget for the project, including planning and oversight expenses, together with information (I) confirming the availability of Excess Revenue and other funds adequate to pay all costs identified in the budget, and (II) identifying the source of any other funds proposed for expenditure to pay the balance of the costs of the project; and

- (D) Confirmation that District No. 1 will comply with all bidding and other competitive solicitation procedures applicable to the acquisition, construction, or installation of the project by a community development district.

If the City and the Agency do not reject the project within sixty (60) days of such submission, District No. 1 may proceed to expend the budgeted Excess Revenue in the manner proposed. Within thirty (30) days of completing the project, District No. 1 shall provide a full accounting of all Excess Revenue expended, and a certificate of completion from the project engineer. Notwithstanding any other provision of this Agreement, each Secondary Program project shall be subject to all applicable development review and approval requirements of the City and the permitting requirements of all other agencies exercising regulatory jurisdiction over project construction or installation.

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

a. Within ten (10) business days of execution of this Agreement by all parties, District No. 1 shall establish the District No. 1 Trust Account at a depository institution acceptable to the City.

b. Following establishment of the District No. 1 Trust Account, each fiscal year during the term of this Agreement, District No. 1 shall:

- (i) On each date that it receives Transferred Revenue, immediately deposit one hundred percent (100%) of such funds into the District No. 1 Trust Account.
- (ii) Within thirty (30) business days of receiving Transferred Revenue, (A) determine the Plan Payment for each parcel of Qualified Property for which Transferred Revenue was received, and (B) determine the amount, if any, of Excess Revenue. As provided in Section 3.b.(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.
- (iii) Within five (5) business days of making the determination described in Section 4.b.(ii) of this Agreement remit the corresponding Plan Payment to the owner of each parcel of Qualified Property for which the Transferred Revenue was received, less any Excess Revenue Allocation for such parcel.
- (iv) On or before June 1 of each fiscal year, determine the total Excess Revenue received, 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 District No. 1

- (C) 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 District No.1 on a Secondary Program project in the manner provided in Section 3.b.(v), or may be carried forward to the next fiscal year for expenditure as provided in this Agreement.
- (D) As provided in Section 3.b.(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.
- (v) Expend any Excess Revenue deposited in the District No. 1 Trust Account only in strict compliance with (A) the Excess Revenue Allocation provisions set forth in Section 4.b.(iv) of this Agreement, or (B) the Secondary Program project provisions set forth in Section 3.b.(v) of this Agreement.
- (vi) Within five (5) business days of the end of each fiscal year, provide to the City and the Agency summary reports of (A) the Transferred Revenue received, (B) the Annual Credit Amounts determined, (C) the Plan Payments made, and (D) any Excess Revenue retained in or expended from the District No. 1 Trust Account.

5. Miscellaneous Provisions.

a. Term; Extension. 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, 2025. The term may be extended for additional successive five-year terms upon the written consent of the parties provided no later than one hundred twenty (120) days prior to the expiration of the then current term.

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 one hundred eighty (180) 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 (iv), or (iii) upon the written consent of the parties.

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 payment into the Trust Fund for community redevelopment within Southern Grove of ninety-five percent (95) of the Increment Revenue received by the City with respect to Southern Grove Property, and 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.b.(ii) and (iii) and 4.b.(ii)-(iv) 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.b.(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 receipted 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 Fishkind & Associates, Inc.
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987
Attention: District Manager

Tradition Land Company LLC
4333 Edgewood Road N.E.
Cedar Rapids, Iowa 52499
Attention: David Feltman, President

Daniel B. Harrell
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 5.1.

* * *

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 RE-DEVELOPMENT AGENCY

ATTEST:

Karen A Phillips
City Clerk

By: *JoAnn M. Faiella*
JoAnn M. Faiella, Chair

Date: *April 28, 2014*

APPROVED AS TO FORM AND CORRECTNESS

By: *Pam [Signature]*
City Attorney

CITY OF PORT ST. LUCIE

ATTEST:

Karen A Phillips
City Clerk

By: *JoAnn M. Faiella*
JoAnn M. Faiella, Mayor

Date: *April 28, 2014*

APPROVED AS TO FORM AND CORRECTNESS

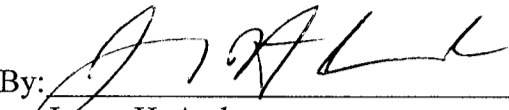
By: *Pam [Signature]*
City Attorney

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

ATTEST:



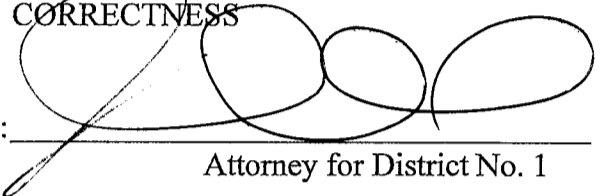
Secretary

By: 

James H. Anderson
Chairman, Board of Supervisors

Date: April 8, 2014

APPROVED AS TO FORM AND
CORRECTNESS



Attorney for District No. 1

EXHIBIT A**APPROVED SECONDARY PROGRAM PROJECTS**

Upon satisfaction of all conditions set forth in Section 3.b.(v) of this Agreement, District No. 1 may undertake one or more the following as authorized incentive projects under the Plan for Southern Grove—Secondary Program. Notwithstanding any other provision of this Agreement, and unless otherwise agreed by the City and the Agency, 100 percent of the Excess Revenue shall be used by District No. 1 to undertake all or portions of “The Tradition Trail” project, as defined in paragraph 1 below, until such project is complete. 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

Only upon completion of “The Tradition Trail” project (unless the City and the Agency otherwise agree):

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
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 (“Southern Grove Development Order”)
4. Any “Required Road Improvements” project identified in Table 2 of Exhibit 1 of the Southern Grove Development Order

So long as all conditions set forth in Section 3.b.(v) of this Agreement remain satisfied, authorized Secondary Program projects may include the use of Excess Revenue to pay a portion of the costs of a project planned, financed, and constructed by District No. 1 with the proceeds of special assessments bonds issued by District No. 1 or one or more of the other Southern Grove community development districts.