

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
FEBRUARY 13, 2019**

CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT AGENDA
WEDNESDAY, FEBRUARY 13, 2019
1:00 P.M.

The Place at Corkscrew
Located at 4954 Royal Gulf Circle, Fort Myers FL 33966

District Board of Supervisors	Chairman	Joseph Cameratta
	Vice Chairman	Anthony Cameratta
	Supervisor	Laura Youmans
	Supervisor	Cheryl Smith
	Supervisor	Russell Cameratta
District Manager	Meritus	Brian Lamb
District Attorney	Coleman, Yovanovich & Koester, PA	Greg Urbancic
District Engineer	Barraco & Associates	Carl A. Barraco

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **1:00 p.m.** with the third section called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board Members Comments and Public Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Board of Supervisors
Corkscrew Farms Community Development District

Dear Board Members:

The Regular Meeting of Corkscrew Farms Community Development District will be held on **February 13, 2019 at 1:00 p.m.** at The Place at Corkscrew located at 4654 Royal Gulf Circle Fort Myers, FL 33966. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATIVE**
 - A. Discussion on Infrastructure Management and Maintenance Services
Agreement with The Place Master Association..... Tab 01
 - B. Discussion on Traffic Control Jurisdiction Tab 02
 - C. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Board of Supervisors Meeting Minutes October 10, 2018..... Tab 03
 - B. Consideration of Board of Supervisors Landowners Election Minutes November 14, 2018 Tab 04
 - C. Consideration of Operations and Maintenance Expenditures September 2018..... Tab 05
 - D. Consideration of Operations and Maintenance Expenditures October 2018..... Tab 06
 - E. Consideration of Operations and Maintenance Expenditures November 2018..... Tab 07
 - F. Consideration of Operations and Maintenance Expenditures December 2018..... Tab 08
 - G. Review of Financial Statements Month Ending December 31, 2018 Tab 09
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Brian Lamb,
District Manager

**AGREEMENT BETWEEN THE CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT AND THE PLACE MASTER ASSOCIATION, INC. FOR
INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into as of this 19 day of October 2017 (the "Effective Date"), by and between:

Corkscrew Farms Community Development District, a local unit of special-purpose government, and

The Place Master Association, Inc., a Florida not-for-profit corporation (the "Association"),

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various systems, facilities and infrastructure including, but not limited to roadways, water and wastewater facilities, storm water management, irrigation, landscape and security, wetland/wildlife mitigation and restoration areas, and common areas and other facilities requiring inspection, operation and maintenance services within the development known as The Place at Corkscrew (the "Development"); and

WHEREAS, the District is obligated to provide inspection, operation and maintenance services for said improvements and areas within the Development; and

WHEREAS, pursuant to the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place at Corkscrew recorded in Instrument Number 2017000047834, Public Records of Lee County, Florida (the "Declaration"), the Association is responsible for owning, operating and maintaining other various improvements and facilities within the Development; and

WHEREAS, for ease of administration, potential costs savings, and other mutual benefits, the District desires to contract with the Association, and the Association agrees to contract with the District, to maintain and manage certain improvements or portions of the Development that the District is otherwise obligated to operate and maintain, as more particularly detailed in Exhibit "A" attached hereto and incorporated herein by this reference (the "District Property"); and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged by the District and the Association (collectively, the “Parties”), the Parties agree as follows:

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

SECTION 2. ASSOCIATION’S OBLIGATIONS.

- A. *General Duties.* The Association shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.
- B. *Inspection.* The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance.* The Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. The Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. The Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.* The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.
- E. *Compliance with Government Rules, Regulations, Requirements and Orders.* The Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction. The Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.
- F. *Adherence to District Rules, Regulations and Policies.* The Association's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith, the Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to

the District at all times. The Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- G. *Care of the Property.* The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to repair any damage resulting from The Association's activities and work.
- H. *Staffing and Billing.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.
- I. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 3. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date, and shall be automatically renewed for additional ten (10) year periods, unless either party provides the other party at least thirty (30) days written notice of its intent not to renew.

SECTION 5. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause and for any reason whatsoever. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.

- D. Regardless of which party terminates this agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of service hereunder including warranty documentation.

SECTION 6. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 7. INDEMNIFICATION. The Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Association, including litigation or any appellate proceedings with respect thereto.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event litigation is brought under this Agreement, then the prevailing party in any such litigation shall be entitled to recover all attorney's fees and costs incurred, including but not limited to during any litigation or other dispute resolution and including fees and costs incurred in appellate proceedings.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

SECTION 11. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association and shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

SECTION 12. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms of this instrument.

SECTION 16. NOTICES. All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class U.S. Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Corkscrew Farms Community Development District
c/o Meritus Districts
Attn: Brian K. Lamb
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

With a copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

B. If to the Association: The Place Master Association, Inc.
Attn: Nicholas Cameratta
4954 Royal Gulf Circle
Fort Myers, FL 33966

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth herein.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement of any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall insure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 18. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 19. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is Brian K. Lamb ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida

laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 397-5120, BRIAN.LAMB@MERITUSCORP.COM, OR 2005 PAN AM CIRCLE, SUITE 120, TAMPA, FL 33607.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

{Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page}

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

ASSOCIATION:

THE PLACE MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witnesses:

By: *Cheryl Yano*
Cheryl Yano
Print Name

By: *[Signature]*
Joseph Cameratta, President

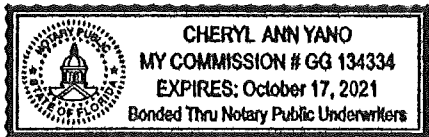
By: *[Signature]*
Laura Yorman
Print Name

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of October, 2017, by Joseph Cameratta, as President of The Place Master Association, Inc., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

(NOTARY SEAL)




Cheryl Ann Yano
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

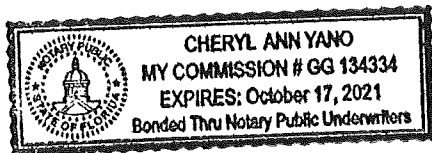
CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT

By: Laura Youmans
Print Name

By:  _____
Joseph Cameratta, Chairman

COUNTY OF Lee

(NOTARY SEAL)



Cheryl A. [Signature]
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

District Property

EXHIBIT "A" - "DISTRICT PROPERTY"

SURFACE WATER MANAGEMENT SYSTEM

LOCATION

Development Order Lake #1
Development Order Lake #2
Development Order Lake #3
Development Order Lake #5
Development Order Lake #6
Development Order Lake #8
Development Order Weir #1
Development Order Weir #2
Development Order Weir #3
Development Order Weir #4
Development Order Weir #5
Development Order Dry Detention #B1-1
Development Order Dry Detention #B1-2
Development Order Dry Detention #B2-2
Development Order Dry Detention #B3-1
Development Order Dry Detention #B4-1
Development Order Dry Detention #B6-2
Development Order Dry Detention #B6-3
Development Order Dry Detention #B12
Development Order Water Management Basin W1
Development Order Water Management Basin W2
Development Order Water Management Basin W3
Development Order Water Management Basin W4
Development Order Water Management Basin M1
Development Order Water Management Basin M2
Development Order Water Management Basin M3
Development Order Water Management Basin M4
Development Order Water Management Basin M5
Development Order Water Management Basin E1
Development Order Water Management Basin E2
Development Order Water Management Basin E3
Development Order Water Management Basin E4
Development Order Water Management Basin E5
Roadway Drainage
Rear Yard Swales and Ditches

CDD INFRASTRUCTURE

- Lake Aerators Including Power;
- Lake Littoral Shelf and Plants;
- Deep Lake Trees;
- Dry Detention Plants
- Storm Sewer Basins, Inlets, Yard Drains, and Manholes;
- Storm Sewer Water Control Structures;
- Rip Rap Protection;
- Storm Sewer Pipes, Drains, and Culverts;
- Headwalls, Endwalls and Weirs;
- Flash Boards, Staff Gauges, Monitoring Wells;
- Storm Water Management Berms, and Mounds;

ONSITE ROADWAYS

<u>LOCATION</u>	<u>CDD INFRASTRUCTURE</u>
Bridge Hampton Drive	• Stabilized Subgrade;
Ashcomb Way	• Limerock Base;
Beverly Park	• Asphalt Pavement;
Bittersweet Lane	• Brick Roadway Pavers;
Newberry Lane	• Common Area Sidewalks and ADA
Elston Way	Mats;
Zephyr Lilly Court	• Concrete Curbs;
Mesic Lane	• Roadway Survey Monumentation;
Elkgrove Lane	• Street Signage;
Corbina Court	• Pavement Markings;
Cabrini Way	• Decorative Street Lighting,
Elmdale Way	Columns, and Fencing;
Grammercy Boulevard	• Treelawn Landscaping;
	• Guardhouses and Gates

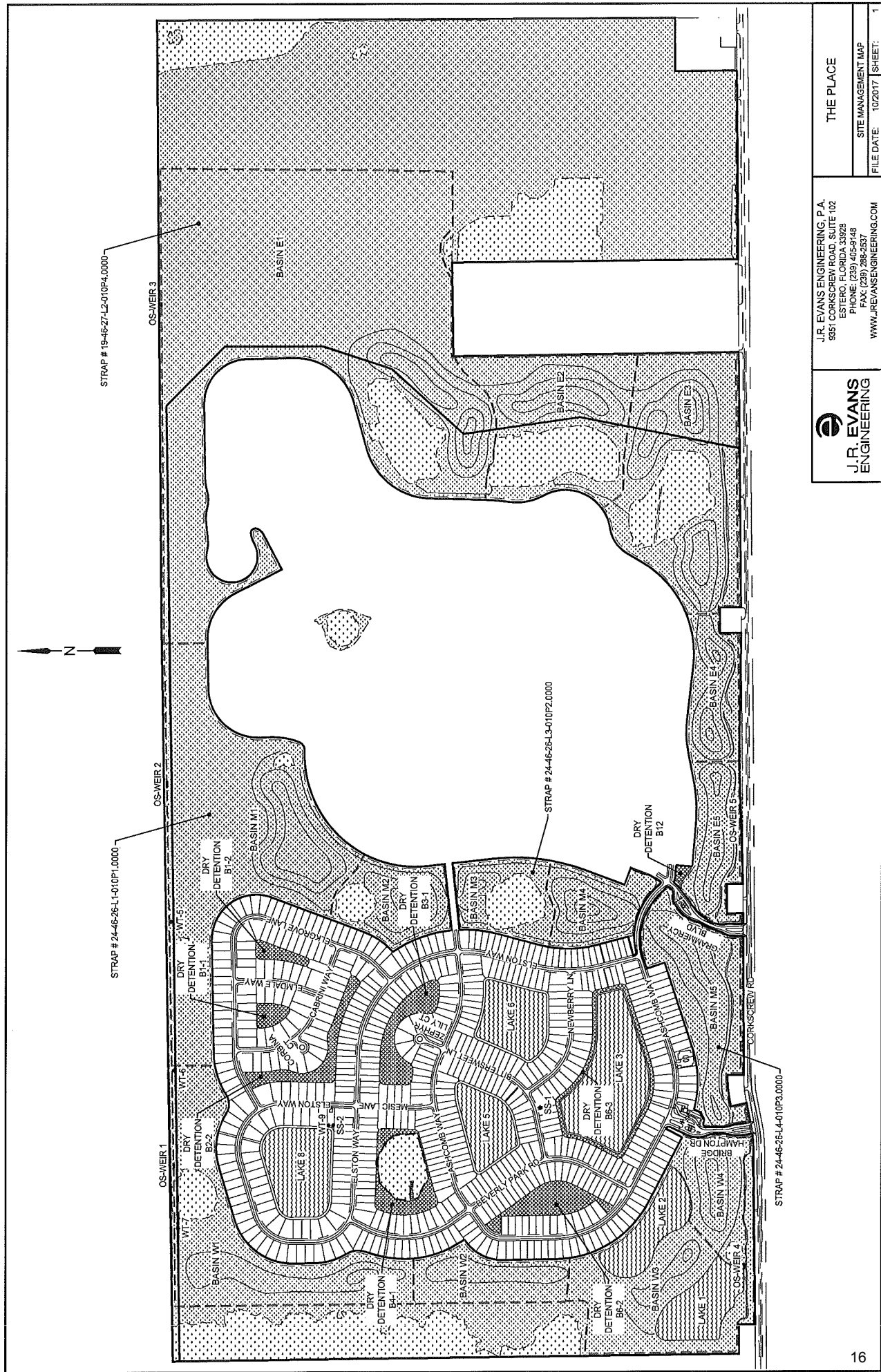
LANDSCAPE AND IRRIGATION


<u>LOCATION</u>	<u>CDD INFRASTRUCTURE</u>
Onsite Roadways	• Project Entry Walls and Signage;
Area abutting Grammercy Boulevard	• Fences and Columns;
Area abutting Bridge Hampton Drive	• Decorative Lighting;
Area abutting Corkscrew Road	• Master Irrigation Pump Station;
Recharge Well Locations	• Irrigation Piping, Valves, Control
	Boxes, Sprinkler Heads, and
	Bubblers;
	• Recharge Wells, Casing, Pumps,
	Piping, Valves, and Flow Meters;
	• Irrigation electrical lines and
	Power;

Note: The CDD is not responsible for any landscaping or irrigation infrastructure that services an individual residential lot.

ENVIRONMENTAL RESTORATION MITIGATION IMPROVEMENTS

<u>LOCATION</u>	<u>CDD INFRASTRUCTURE</u>
Strap #24-46-26-L1-010P1.0000	• Plants, Shrubs, Trees;
Strap #24-46-26-L4-010P3.0000	• Wetlands and Uplands
Strap #24-46-26-L3-010P2.0000	• Wildlife Control Fencing
Strap #19-46-27-L2-010P4.0000	• Wildlife Culvert Crossings;
	• Flowways;
	• Monitoring Wells;
	• Structural Buffers, Berms, and
	Mounds;
	• Fire Lanes;





**J.R. EVANS
ENGINEERING**

THE PLACE

SITE MANAGEMENT MAP

FILE DATE: 10/2017 SHEET: 1

J.R. EVANS ENGINEERING, P.A.
8351 CORKSCREW ROAD, SUITE 102
ESTERO, FLORIDA 33929
PHONE: (239) 405-9148
FAX: (239) 288-2537
WWW.JREVANSENGINEERING.COM

**AMENDED AND RESTATED
AGREEMENT FOR INFRASTRUCTURE MANAGEMENT
AND MAINTENANCE SERVICES**

THIS AMENDED AND RESTATED AGREEMENT FOR INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES (this “**Agreement**”) is made and entered into as of this _____ day of _____ 2019 (the “**Effective Date**”), by and between **Corkscrew Farms Community Development District**, a local unit of special-purpose government (the “**District**”), and **The Place Master Association, Inc.**, a Florida not-for-profit corporation (the “**Association**”),

RECITALS

WHEREAS, the District and the Association previously entered into that certain Agreement Between The Corkscrew Farms Community Development District and The Place Master Association, Inc. for Infrastructure Management And Maintenance Services dated as of October 19, 2017 (the “**Prior Agreement**”) wherein the Association has agreed to operate, maintain, and repair certain property of the District on behalf of the District; and

WHEREAS, the District and the Association desire to amend and restate the Prior Agreement to amend and clarify the responsibilities of the Association; and

WHEREAS, this Agreement shall replace the Prior Agreement; and

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various systems, facilities and infrastructure including, but not limited to roadways, water and wastewater facilities, storm water management, irrigation, landscape and security, wetland/wildlife mitigation and restoration areas, and common areas and other facilities requiring inspection, operation and maintenance services within the development known as The Place at Corkscrew (the “**Development**”); and

WHEREAS, the District is obligated to provide inspection, operation and maintenance services for said improvements and areas within the Development; and

WHEREAS, pursuant to the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place at Corkscrew recorded in Instrument Number 2017000047834, Public Records of Lee County, Florida including subsequent amendments (the “**Declaration**”), the Association is responsible for owning, operating and maintaining other various improvements and facilities within the Development; and

WHEREAS, for ease of administration, potential costs savings, and other mutual benefits, the District desires to contract with the Association, and the Association agrees to contract with

the District, to maintain and manage certain improvements or portions of the Development that the District is otherwise obligated to operate and maintain, as more particularly detailed in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**District Property**”); and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and the Association (collectively, the “**Parties**”), the Parties agree as follows:

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

SECTION 2. ASSOCIATION’S OBLIGATIONS.

- A. *General Duties.* The Association shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner and in accordance with the District’s bond covenants relating to such maintenance. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District’s assets.
- B. *Inspection.* The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance.* The Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. The Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. The Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs. For the sake of clarity, the obligation for wetland mitigation and monitoring for the real property owned by the District will remain with the District and is not included within the scope of this Agreement.
- D. *Investigation and Report of Accidents/Claims.* The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District’s insurance company without the prior consent of the District Manager or his designee.
- E. *Compliance with Government Rules, Regulations, Requirements and Orders.* The Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental

authority having jurisdiction. The Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

- F. *Adherence to District Rules, Regulations and Policies.* The Association's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith, the Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. The Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- G. *Care of the Property.* The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to repair any damage resulting from The Association's activities and work.
- H. *Staffing and Billing.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection to its members of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.
- I. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 3. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date, and shall be automatically renewed for additional ten (10) year periods, unless either party provides the other party at least thirty (30) days written notice of its intent not to renew.

SECTION 5. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services

contemplated by this Agreement through the end of the District's fiscal year that ends on September 30.

- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause and for any reason whatsoever. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year that ends on September 30.
- D. Regardless of which party terminates this agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of service hereunder including warranty documentation.

SECTION 6. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 7. INDEMNIFICATION. The Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Association, including litigation or any appellate proceedings with respect thereto.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event litigation is brought under this Agreement, then the prevailing party in any such litigation shall be entitled to recover all attorney's

fees and costs incurred, including but not limited to during any litigation or other dispute resolution and including fees and costs incurred in appellate proceedings.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

SECTION 11. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association and shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

SECTION 12. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms of this instrument.

SECTION 16. NOTICES. All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class U.S. Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Corkscrew Farms Community Development District
c/o Meritus Districts
Attn: Brian K. Lamb
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

With a copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

B. If to the Association: The Place Master Association, Inc.
Attn: Nicholas Cameratta
4954 Royal Gulf Circle
Fort Myers, FL 33966

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth herein.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement of any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 18. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 19. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in

handling such records, including but not limited to Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is Brian K. Lamb ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 397-5120, BRIAN.LAMB@MERITUSCORP.COM, OR 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

{Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page}

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

ASSOCIATION:

THE PLACE MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witnesses:

By: _____

Print Name

By: _____
Nicholas Cameratta, President

By: _____

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Nicholas Cameratta, as President of The Place Master Association, Inc., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

DISTRICT:

**CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

By: _____

Print Name

By: _____

Joseph Cameratta, Chairman

By: _____

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Joseph Cameratta, as Chairman of the Board of Supervisors of Corkscrew Farms Community Development District, who is _____ personally known to me or _____ produced _____ as identification and did not take an oath.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

EXHIBIT “A”

District Property

SURFACE WATER MANAGEMENT SYSTEM

As shown on Lee County Development Order approved
Plans #DOS2016-00013 and subsequent amendments

<u>LOCATION</u>	<u>CDD INFRASTRUCTURE</u>
Lake #'s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11	
Weir #'s 1, 2, 3, 4, 5	
Dry Detention Basin #'s B1-1, B1-2, B2-2, B3-1, B4-1, B4-2, B6-2, B6-3, B7-1, B7-2, B8-2, B10-3, B-12	
Water Management Basin #'s W1, W2, W3, W4, M1, M2, M3, M4, M5, E1, E2, E3, E4, E5	
Roadway Drainage	
Rear Yard Swale and Ditches	
	Lake Aerators including power.
	Lake Littoral Shelf including Plants.
	Deep Lake Trees.
	Dry Detention Plants.
	Storm Sewer Basins, Inlets, Yard drains, and manholes.
	Storm Sewer Water Control Structures and Skimmer Plates.
	Rip Rap Protection.
	Storm Sewer Pipes, Drains, and Culverts
	Headwalls, Endwalls, and Weirs.
	Flash Boards, Staff Gauges.
	Ground and Surface Water Monitoring Wells including Transducers.
	Storm Water Management Berms and Mounds.
	Erosion Control.
	Lakes and Ponds.
	Concrete Overflow Water Management Basin Control Walls.

ONSITE ROADWAYS

As shown on Lee County Development Order approved
Plans #DOS2016-00013 and subsequent amendments

<u>LOCATION</u>	<u>CDD INFRASTRUCTURE</u>
Bridge Hampton Drive	Stabilized Subgrade.
Ashcomb Way	Limerock Base.
Beverly Park	Asphalt Pavement.
Bittersweet Lane	Brick Roadway Pavers.
Newberry Lane	Common Area Sidewalks and ADA Mats.
Elston Way	Concrete Curbs.
Zephyr Lilly Court	Roadway Survey Monumentation.
Mesic Lane	Street Signage.
Elkgrove Lane	Pavement Markings.
Corbina Court	Decorative Street Lighting, Columns, and Fencing.
Cabrini Way	Treelawn Landscaping.
Elmdale Way	Entry Walls and Signage.
Grammercy Boulevard	Guardhouses and Gates.
Beechcrest Place	
Utopia Lane	
Pratt Court	
Blossom Hill Court	
The Place Boulevard	
Waterloo Way	
Deming Way	
Brooksin Court	
Kinzie Lane	
Courtland Court	
Rosehill Court	

LANDSCAPE AND IRRIGATION

LOCATION

Onsite Roadways
Area abutting Grammercy Boulevard
Area abutting Bridge Hampton Drive
Area abutting Corkscrew Road
Recharge Well Locations

CDD INFRASTRUCTURE

Trees, Shrubs, Flowers.
Project Entry Walls and Signage.
Fences and Columns.
Decorative Lighting.
Master Irrigation Pump Stations.
Irrigation Piping, Valves, and Flow Meters.
Irrigation Electrical Lines, Zone Lines, and Power.

Note: The CDD is not responsible for any landscaping or irrigation infrastructure that services an individual residential lot.

ENVIRONMENTAL RESTORATION MITIGATION IMPROVEMENTS

LOCATION

Strap #24-46-26-L1-010P1.0000
Strap #24-46-26-L4-010P3.0000
Strap #24-46-26-L3-010P2.0000
Strap #19-46-27-L2-010P4.0000
Strap #24-46-26-L1-030D2.0000
Strap #24-46-26-L2-070D2.0000

CDD INFRASTRUCTURE

Plants, Shrubs, and Trees.
Wetlands and Uplands.
Wildlife Control Fencing and Gates.
Wildlife Culvert Crossings.
Flow ways.
Monitoring Wells.
Structural Buffers, Berms, and Mounds.
Fire Lanes.

**AGREEMENT APPROVING AND PROVIDING FOR
COUNTY TRAFFIC JURISDICTION OVER CERTAIN
ROADS WITHIN
THE PLACE AT CORKSCREW**

This Agreement is made and entered this ____ day of _____, 2018, by and among, CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT, a community development district established under the Laws of Florida (hereinafter referred to as "**District**") with a mailing address of c/o Meritus Districts, Attn: Brian K. Lamb, District Manager, 2005 Pan Am Circle, Suite 120, Tampa, FL 33607; the **LEE COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "**Sheriff**"), with a mailing address of: 14750 Six Mile Cypress Parkway, Fort Myers, Florida 33912, and **LEE COUNTY**, a political subdivision of the State of Florida, by and through the Board of County Commissioners (hereinafter referred to as "**County**"), collectively, "**The Parties**" hereto.

WITNESSETH

WHEREAS, all streets and roads within The Place at Corkscrew subdivision are owned by the District, an independent special district, and are neither owned nor maintained by Lee County; and

WHEREAS, the District has requested that the Lee County Sheriff's Office patrol the roadways and exercise jurisdiction in the enforcement of state and county traffic laws over the roadways listed on attached Exhibit "A"; and

WHEREAS, the roads described in Exhibit "A" were constructed or acquired by the District and are currently operated and controlled by the District; and

WHEREAS, Section 316.006(3)(b), Florida Statutes, provides that each Florida county may exercise jurisdiction over roads owned or controlled by a special district located within its boundaries if the County and the party or parties owning and controlling the road or roads enter into a written agreement for county traffic jurisdiction over the road or roads encompassed by the agreement; and

WHEREAS, the Lee County Sheriff's Office confirms that there is an enforcement need and has agreed to provide traffic control enforcement upon the roadways listed in Exhibit "A", and

WHEREAS, {ENGINEER} submitted the certification that all traffic control devices are in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), approved by the United States Department of Transportation, Federal Highway Administration and adopted by the State of Florida; and applicable Florida Statutes; and

WHEREAS, the Board of Commissioners has reviewed this Agreement and determines that it is in the interest of the public's health, safety, and welfare to enter into this Agreement pursuant to Section 316.006(3)(b), Florida Statutes.

NOW THEREFORE, in consideration of the premises and the terms and conditions provided herein, the Parties agree as follows:

1. The above recitals and referenced Exhibits are made a part of this Agreement as though fully set forth.
2. Lee County, through its Board of County Commissioners, does hereby determine and exercise its jurisdiction over the roads listed on attached Exhibit "A", in accord with Section 316.006(3)(b), Florida Statutes. Pursuant to Section 316.006(3)(b)(2), the Sheriff hereby expressly waives the statutory requirement to delay the effective date of this Agreement to the beginning of the next County Fiscal Year, and agrees that the effective date of this Agreement is as provided herein.
3. Beginning _____ and continuing until this Agreement is terminated, the Sheriff will, as part of his normal duties, patrol those roads identified in Exhibit "A" and enforce all County and State traffic control regulations and laws.
4. The Parties recognize that the District roads identified in Exhibit "A" are roads owned by a special district; and, are neither County owned nor County maintained; and the responsibilities for construction, maintenance and repair, including frontage along the roadside do not legally exist with, and are not hereby contractually imposed upon Lee County or the Sheriff. All sign installation, repairs, maintenance and adequacy along the roads is the sole responsibility of the District or its designee. All signs will be maintained by the District in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and applicable Florida Statutes.
5. Lee County and the Sheriff, must be included as "an additional insured" on all the liability insurance policies of the District relating to ownership, construction, maintenance or repair of the District's road and appurtenances.
6. The Parties agree and understand that this Agreement is being made for the Sheriff to provide normal duties, patrol and enforcement at the same level of service provided to other residential subdivisions with public roads. The Parties hereby agree that for any additional or special services requested by the District, that the District must enter into separate agreements for these services and any charge for the special services will be on a case by case basis depending upon the time, manner and number of deputies required to perform the additional service.
7. This Agreement may only be modified through a written document executed with the same formality. However, this Agreement may be terminated by the County for its convenience, by adoption of a resolution at a regular meeting providing for such termination.

IN WITNESS WHEREOF the Board of County Commissioners has caused this document to be signed on the date and year first above written.

**ATTEST: LINDA DOGETT
CLERK OF COURTS**

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Chair

**APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:**

BY: _____
Office of the Lee County Attorney

WITNESSES:

LEE COUNTY SHERIFF'S OFFICE

[1st Witness Signature]

BY: _____
Lee County Sheriff

[2nd Witness Signature]

WITNESSES:

**CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT**

[1st Witness Signature]

BY: _____
Joseph Cameratta, Chairman

[2nd Witness Signature]

EXHIBIT “A”

Roads within The Place at Corkscrew:

Bridge Hampton Drive
Ashcomb Way
Beverly Park
Bittersweet Lane
Newberry Lane
Elston Way
Zephyr Lilly Court
Mesic Lane
Elkgrove Lane
Corbina Court
Cabrini Way
Elmdale Way
Grammercy Boulevard
Beechcrest Place
Utopia Lane
Pratt Court
Blossom Hill Court
The Place Boulevard
Waterloo Way
Deming Way
Brooksin Court
Kinzie Lane
Courtland Court
Rosehill Court

ENFORCEMENT AGREEMENT & TRESPASS NOTICE

The undersigned, Ray Blacksmith, as representative of The Place Master Association, Inc., The Place at Corkscrew, LLC, CFEE Land Investments-Sub, LLC, PLC Land Development, LLC Corkscrew Farms Community Development District, Pulte Home Company, LLC, Lennar Homes, LLC ("The Place at Corkscrew"), hereby serves notice and specifically authorizes all members of the Lee County Sheriff's Office to issue citations, arrest and otherwise enforce any and all laws of the State of Florida, including but not limited to, the traffic and trespassing laws within the private community situated in Lee County, Florida, commonly known as:

*The Place at Corkscrew,
19900 The Place Boulevard, Estero, FL 33928*

As authorized representatives, the Lee County Sheriff's Office may enforce the State of Florida trespassing statutes by warning and directing undesired persons to leave the property and/or curtilage thereof including the amenities areas and parking lots. This limited authority does not obligate the Lee County Sheriff's Office to patrol the described premises for, or at, any specific hours or days.

It is acknowledged that The Place at Corkscrew will aid in the prosecution of those persons arrested.

*This enforcement authorization will remain in force until canceled in writing by
a representative of The Place at Corkscrew.*

[Signature]

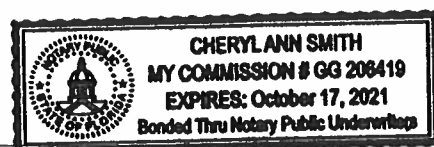
Signature

The foregoing instrument was acknowledged before me on this 10 day of October 2018, by Ray Blacksmith who is personally known to me or has produced _____ as identification.

Cheryl A. Smith

Notary Public (signature)

Notary Public Name &
Commission number



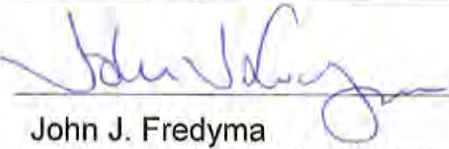
**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

VIA E-MAIL ONLY

DATE: December 17, 2015

To: Distribution Below

FROM:


John J. Fredyma
Senior Assistant County Attorney

**RE: Ordinance No. 15-16, Corkscrew Farms CDD - Petition for Establishment and
Exercise of Special Powers
File PL #2487**

On December 15, 2015, the Lee County Board of County Commissioners adopted Lee County Ordinance No. 15-16, the Corkscrew Farms CDD Ordinance – establishing and authorizing the exercise of Special Powers. Lee County Ordinance No. 15-16 carries an effective date as follows:

“This ordinance becomes effective upon filing with the Florida Secretary of State.”

Ordinance No. 15-16 was filed in the Office of the Secretary of the Florida Department of State on December 16, 2015; it is now effective.

I believe you will find everything to be satisfactory, but please call if you have any questions.

JJF/mms
Attachments

Distribution List:

Richard Wm. Wesch, County Attorney
Andrea R. Fraser, Deputy County Attorney
Gregory S. Hagen, Sr. Asst. Port Authority County Attorney
Michael D. Jacob, Managing Assistant County Attorney
Neysa Borkert, Assistant County Attorney
Mark Trank, Assistant County Attorney
Corris L. McIntosh, Jr., Assistant County Attorney
Roger Desjarlais, County Manager
Glen Salyer, Asst. to the County Manager/
Interim Economic Dev. Director, County Manager
Dave Loveland, Director, Community Development
Randy Cerchie, DOT Director, Public Works Transportation
Ben Dickson, Section Manager, Community Development
Mikki Rozdolski, Section Manager, Community Development

Linda Doggett, Clerk of the Circuit Court & Comptroller
Bob Stewart, Building Official, Community Development
Pam Houck, Section Manager, Community Development
Nettie Richardson, Principal Planner, Community Development
Karen Hutcherson, Manager, Community Development
Audra Ennis, Permitting Manager, Community Development
Brandon Dunn, Principal Planner, Community Development
Peter Blackwell, Planner, Community Development
Joyce Conatser, Fiscal Officer, Sr., County Manager
Janet Miller, Administrative Assistant, Community Development
Debra Coveau, Office Assistant Senior, Human Resources
Charles Mann, Esq., Pavese Law Firm
Audrey E. Vance, City Attorney, City of Bonita Springs
Melissa Sharnsky, Paralegal, Henderson Franklin

ORDINANCE NO. 15-16

AN ORDINANCE ESTABLISHING THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT; PROVIDING A DISTRICT NAME; SETTING FORTH THE AUTHORITY FOR ADOPTING THE ORDINANCE; AUTHORIZING THE EXERCISE OF SPECIAL POWERS; ESTABLISHING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; ESTABLISHING THE GOVERNING DISTRICT CHARTER AS FLORIDA STATUTES CHAPTER 190; PROVIDING FOR NOTICE TO SUBSEQUENT PURCHASERS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Camprop, Inc., has petitioned the Lee County Board of County Commissioners to establish the CORKSCREW FARMS DEVELOPMENT DISTRICT; and

WHEREAS, Camprop, Inc., has also requested the Lee County Board of County Commissioners for authorization to exercise the optional special powers identified in Florida Statutes §190.012(2)(a) and (d) relating to parks and security; to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses, as well as security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; and

WHEREAS, the Lee County Board of County Commissioners, after proper published notice, conducted a local public information-gathering ordinance hearing as required by law and finds as follows:

1. The petition is complete in that it meets the requirements of §190.005(1)(a), Florida Statutes; and all statements contained within the petition are true and correct.

2. The costs to the County and government agencies from establishment of the district are nominal. There is no adverse impact on competition or employment from district establishment. The persons affected by establishment are the future landowners, present landowners, Lee County and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from district

establishment as the entity to manage and finance the statutory services identified. The impact of district establishment and function on competition and the employment market is marginal and generally positive, as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, is as economically viable as establishing the district. Methodology is set forth in the economic impact statement on file. The Statement of Estimated Regulatory Costs (SERC) of this petition on district establishment is adequate.

3. Establishment of the proposed district, whose charter is §§190.006 - 190.041, Florida Statutes, was created by general law, is not inconsistent with the local Comprehensive Plan of Lee County or the State Comprehensive Plan.

4. The area of land within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

5. The district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

6. The community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities.

7. The area that will be served by the district is amenable to separate special district government.

8. The requested additional powers are not inconsistent and will always be subject to the Lee County Comprehensive Land Use Plan and all related land development regulations and will be activities of the District.

9. All notice requirements of law were met and complete notice was timely given.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:

SECTION ONE: DISTRICT NAME

The community development district herein established will be known as the Corkscrew Farms Community Development District.

SECTION TWO: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to §190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances.

SECTION THREE: AUTHORIZATION FOR EXERCISE OF SPECIAL POWERS

The Lee County Board of County Commissioners consent to and authorize the District to exercise the additional special powers set forth in Florida Statutes §190.012(2)(a) and (d). Specifically, upon establishment, the District is authorized to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for:

1. Parks and facilities for indoor and outdoor recreational, cultural and educational uses; and
2. Security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies, except that the district may not exercise any police power, but may contract with the appropriate local general-purpose governmental agencies for an increased level of such services within the district boundaries.

SECTION FOUR: ESTABLISHMENT OF COMMUNITY DEVELOPMENT DISTRICT

The Corkscrew Farms Community Development District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference.

SECTION FIVE: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are designated to be the initial members of the Board of Supervisors:

- | | | |
|----|--------------------|---|
| 1. | Joseph Cameratta | 4954 Royal Gulf Circle, Suite 207
Fort Myers, FL 33966 |
| 2. | Nicholas Cameratta | 4954 Royal Gulf Circle, Suite 207
Fort Myers, FL 33966 |
| 3. | Anthony Cameratta | 4954 Royal Gulf Circle, Suite 207
Fort Myers, FL 33966 |

- | | | |
|----|---------------|---|
| 4. | Cheryl Yano | 4954 Royal Gulf Circle, Suite 207
Fort Myers, FL 33966 |
| 5. | Laura Youmans | 4954 Royal Gulf Circle, Suite 207
Fort Myers, FL 33966 |

SECTION SIX: STATUTORY PROVISIONS GOVERNING DISTRICT

The Corkscrew Farms Community Development District will be governed by the provisions of Chapter 190, Florida Statutes.

SECTION SEVEN: NOTICE TO SUBSEQUENT PURCHASERS

Any and all agreements for the sale of property within the boundaries of the Corkscrew Farms Community Development District must include the disclosure statement required in Florida Statutes §190.048 for the initial sale of the property. This requirement applies to the initial seller of a parcel as well as all subsequent sellers, successors and assigns, for the life of the Corkscrew Farms Community Development District.

SECTION EIGHT: MODIFICATION

It is the intent of the Board of County Commissioners that the provisions in the Ordinance may be modified as a result of consideration that may arise during Public Hearing. Such modification(s) shall be incorporated in the final version of this Ordinance.

SECTION NINE: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other Lee County ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

SECTION TEN: EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Florida Secretary of State.

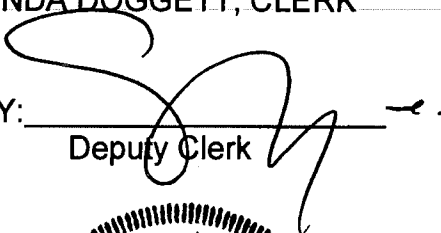
Commissioner John Manning made a motion to adopt the foregoing resolution, seconded by Commissioner Cecil L Pendergrass. The vote was as follows:

John Manning	Aye
Cecil L Pendergrass	Aye
Larry Kiker	Aye
Brian Hamman	Aye
Franklin B. Mann	Aye

DULY PASSED AND ADOPTED this 15th day of December, 2015.

ATTEST:
LINDA DOGGETT, CLERK

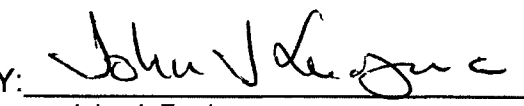
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Deputy Clerk

BY: 
Franklin B. Mann, Chair



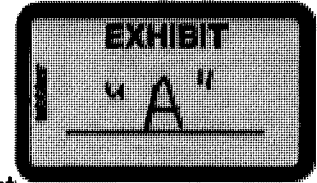
APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: 
John J. Fredyma
Senior Assistant County Attorney
Lee County Attorney's Office

Attachment: Exhibit "A" – Legal Description

Exhibit A

DESCRIPTION



Parcel in
Sections 23 and 24, Township 46 South, Range 26 East,
and Section 19, Township 46 South, Range 27 East
Lee County, Florida

A tract or parcel of land lying in Sections 23 and 24, Township 46 South, Range 26 East and in Section 19, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being a portion of those lands described in deed recorded in Instrument Number 2005000078253, less and except Parcels 103, 104A, 104B, 104C, 105 and 109, as described in Instrument Number 2007000176222, all in the Public Records of Lee County, Florida said tract or parcel of land being more particularly described as follows:

Commencing at the Northwest Corner of said Section 19 run N89°27'01"E along the North line of the Northwest Quarter (NW 1/4) of said Section 19 for 1,911.33 feet; thence run thence run S00°32'59"E for 60.00 feet to an intersection with the South line of the North 60 feet of said Fraction and the POINT OF BEGINNING.

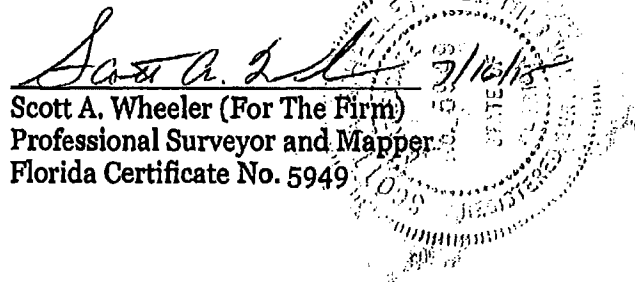
From said Point of Beginning run S45°00'00"E for 740.00 feet; thence run S00°00'00"E for 880.00 feet; thence run S18°00'00"W for 645.00 feet; thence run S42°00'00"W for 865.00 feet; thence run S08°00'00"E for 1,055.00 feet; thence run S11°00'00"W for 1,457.11 feet to an intersection with the Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°23'21"W along said Northerly right of way line for 1,411.11 feet to an intersection with the Easterly line of said Parcels 104C and 105; thence run along the Easterly, Northerly and Westerly line of said Parcels 104C and 105 the following four (4) courses: N00°36'39"W for 190.00 feet; S89°23'21"W for 43.96 feet; S89°29'50"W for 185.35 feet and S00°30'10"E for 190.00 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°29'50"W along said Northerly right of way line for 2,232.72 feet to an intersection with the Easterly line of said Parcel 104B; thence run along the Easterly, Northerly and Westerly line of said Parcel 104B the following four (4) courses: N00°30'10"W for 145.00 feet; S89°29'50"W for 211.66 feet; S89°40'10"W for 48.02 feet and S00°19'50"E for 145.00 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°40'10"W along said Northerly right of way line for 1,437.11 feet to an intersection with the Easterly line of said Parcel 104A; thence run along the Easterly, Northerly and Westerly line of said Parcel 104A the following five (5) courses: N00°19'50"W for 144.55 feet; S89°40'10"W for 38.90 feet to a point on a non-tangent curve; Westerly along an arc of a curve to the left of radius 1,044.55 feet (delta 11°07'17") (chord bearing S84°06'38"W) (chord 202.43 feet) for 202.75 feet; S78°33'07"W for 38.84 feet and S11°26'53"E for 144.55 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run along said Northerly right of way line the following three (3) courses: S78°33'10"W for 201.45 feet to a point of curvature; Westerly along an arc of a curve to the right of radius 1,050.00 feet (delta 10°30'00") (chord bearing S83°48'10"W) (chord 192.15 feet)

DESCRIPTION (CONTINUED)

for 192.42 feet to a point of tangency and S89°03'10"W for 504.76 feet to an intersection with the East line of the Southeast Quarter (SE 1/4) of said Section 23; thence run S89°29'09"W along the Northerly right of way line of Corkscrew Road, (100 feet wide right of way), as described in a deed recorded in Official Records Book 571, at Page 457, Lee County Records, for 1,069.13 feet to an intersection with the Easterly line of said Parcel 103; thence run along the Easterly and Northerly line of said Parcel 103 the following two (2) courses: N00°30'51"W for 145.00 feet and S89°29'09"W for 260.29 feet to an intersection with the West line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 23; thence run N00°39'48"W along said West Line for 2,436.24 feet to the Northwest corner of said Fraction; thence run N00°37'17"W along West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 23 for 2,572.73 feet to an intersection with the South line of the North 60 feet of said Section 23; thence run N89°37'27"E along said South line for 1,338.44 feet to an intersection with the South line of the North 60 feet said Section 24; thence run the following two (2) courses along said South line: N88°49'06"E for 2,619.68 feet and N88°49'23"E for 2,619.11 feet to an intersection with the South line of of the North 60 feet said Section 19; thence run N89°27'01"E along said South line for 1,911.00 feet to the POINT OF BEGINNING.

Containing 999.01 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the North line of the Northwest Quarter (NW 1/4) of said Section 19 to bear N89°27'01"E


Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23244 - Corkscrew Farms (Camaratta)\Survey\Descriptions\23244SK02.doc

**FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM
CODRS CODING FORM**

COUNTY: (Lee)

COUNTY ORDINANCE #(15-16)
(e.g., 93-001)

PRIMARY KEYFIELD

DESCRIPTOR: (Special Districts)

SECONDARY KEYFIELD

DESCRIPTOR: (Local Government)

OTHER KEYFIELD

DESCRIPTOR: (Government Agencies)

ORDINANCE DESCRIPTION: (Corkscrew Farms CDD)
(25 characters maximum including spaces)

ORDINANCES AMENDED: (List below the ordinances that are amended by this legislation. If more than two, list the most recent two.)

AMENDMENT #1: (N/A); AMENDMENT #2: (_____).

ORDINANCES REPEALED: (List below the ordinances that are repealed by this legislation.)

REPEAL #1: (N/A); REPEAL #3: (_____);
REPEAL #2: (_____); REPEAL #4: (_____);

(Others repealed: list all that apply): _____

=====	
(FOR OFFICE USE ONLY):	COUNTY CODE NUMBER: (_____)
KEYFIELD 1 CODE: (_____)	KEYFIELD 2 CODE: (_____)
KEYFIELD 3 CODE: (_____)	
Rev. 6/29/93	
=====	



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

December 16, 2015

Honorable Linda Doggett
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Shayne Brown, Minutes Clerk

Dear Ms. Doggett:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy for Lee County Ordinance No. 15-16, which was filed in this office on December 16, 2015.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

Certification Provided for:
Corkscrew Farms Community
Development District, C/O Meritus Districts
2005 Pan Am Circle, Suite 120
Tampa, Florida 33607
Attn: Brian Lamb, District Manager

October 29, 2018

**Re: The Place at Corkscrew, Development
Estero, Florida
Engineer's Certification**

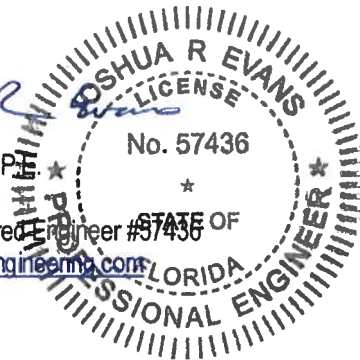
To Whom it May Concern,

Please accept this letter as representation that in our professional judgement and to the best of our knowledge and belief, based on information provided by our engineer's observation; all sign installation, striping, and roads within the completed roadways of The Place at Corkscrew Development are in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and applicable Florida Statutes. J.R. Evans Engineering conducted an on-site inspection of the infrastructure on October 30, 2018.

Sincerely,



Josh R. Evans, P.E.
President
Florida Registered Engineer #57436
josh@jrevansengineering.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	CONTACT NAME: Charisse Bitner PHONE (A/C, No, Ext): (321) 320-7665 FAX (A/C, No): E-MAIL ADDRESS: cbitner@egisadvisors.com																					
INSURED Corkscrew Farms Community Development District c/o Meritus 2005 Pan Am Circle, Suite 120 Tampa FL 33607	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Florida Insurance Alliance</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Florida Insurance Alliance		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 18-19 Master Liab **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		100118337	10/01/2018	10/01/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ Included</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ Included</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ Included</td></tr><tr><td>Employee Benefits Per</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ Included	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$ Included	Employee Benefits Per	\$ 1,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
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A	Public Officials Liability and Employment Practices Liability			100118337	10/01/2018	10/01/2019	<table border="1"><tr><td>Aggregate</td><td>2,000,000</td></tr><tr><td>Per Claim</td><td>1,000,000</td></tr></table>	Aggregate	2,000,000	Per Claim	1,000,000										
Aggregate	2,000,000																				
Per Claim	1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER **CANCELLATION**

Lee County Sheriff's Office 14750 Six Mile Cypress Parkway Fort Myers FL 33912-4406	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2019

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PRODUCER Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		CONTACT NAME: Charisse Bitner PHONE (A/C, No, Ext): (321) 320-7665 FAX (A/C, No): E-MAIL ADDRESS: cbitner@egisadvisors.com	
INSURED Corkscrew Farms Community Development District c/o Meritus 2005 Pan Am Circle, Suite 120 Tampa FL 33607		INSURER(S) AFFORDING COVERAGE INSURER A: Florida Insurance Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 Master Liab

REVISION NUMBER:

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	A						AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	100118337	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
							UMBRELLA LIAB EXCESS LIAB DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
														WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below
A	Public Officials Liability and Employment Practices Liability			100118337	10/01/2018	10/01/2019	Aggregate 2,000,000 Per Claim 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners P.O. Box 398 Fort Myers FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT

October 10, 2018 Board of Supervisors Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Corkscrew Farms Community Development District was held on **Wednesday, October 10, 2018 at 1:00 p.m.** at The Place at Corkscrew, located at 4954 Royal Gulf Circle, Fort Myers, FL 33966.

1. CALL TO ORDER/ROLL CALL

Brian Lamb called the Regular Meeting of the Board of Supervisors of the Corkscrew Farms Community Development District to order on **Wednesday, October 10, 2018 at 1:00 p.m.**

Board Members Present and Constituting a Quorum at the onset of the meeting:

Anthony Cameratta	Vice Chairman
Laura Youmans	Supervisor
Cheryl Yano	Supervisor

Staff Members Present:

Brian Lamb	Meritus	
Tricia Victory	Meritus	
Greg Urbancic	District Counsel	<i>via conference call</i>
Ray Blacksmith	Cameratta Companies	

There were no members of the general public present.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. BUSINESS ADMINISTRATIVE

A. Consideration of Resolution 2019-01; Acceptance of Responsibility for Infrastructure – Phase 2C Plat

Mr. Urbancic went over the Resolution with the Board. Mr. Lamb noted that he has the revised copy of Exhibit A to use with the resolution.

MOTION TO:	Approve Resolution 2019-01.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

B. Modification of Agreement for Infrastructure Ongoing Maintenance – CDD and The Place Master Association

C. Modification of Agreement to Reflect Exhibits Detailing Phase 2 Lands – CDD and The Place Master Association

D. Discussion on The Place Phase 2 Land Landowners – CFEE Land Investments-Sub, LLC by PLC Land Development, LLC Sole Member

Mr. Urbancic went over modifying the agreements and the different ways it could be done. Mr. Blacksmith noted that this does not need to be addressed today. The Board tabled these items. The development team and staff will continue to work on the Agreement.

E. Acceptance of Financial Report for Fiscal Year Ended September 30, 2017

Mr. Lamb went over the Audit with the Board.

MOTION TO:	Approve the Financial Report for Fiscal Year Ended September 30, 2017.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

F. Discussion on CDD Insurance

i. 2017-2018 Insurance Policy

ii. 2018-2019 Insurance Policy

Mr. Lamb went over the insurance policy and renewal. As new areas and improvements are accepted, staff will need to coordinate with the development team and insurance carrier to ensure that the insurance carrier is adding or increasing coverage to accommodate the new areas. Mr. Blacksmith asked about the roadways. Mr. Lamb and Mr. Urbancic answered. Mr. Blacksmith noted that Lee County needs to be added as an additional insured so the Sheriffs can patrol. Mr. Urbancic recommended for the CDD to make a motion about allowing the Chair to Vice Chair to sign the agreement with the Sheriff's office or County to authorize the Sheriffs to patrol.

MOTION TO:	Authorize the CDD Chair or Vice Chair in the Chair's absence to sign the agreement with the Lee County Sheriff's office to enter the community into patrols.
MADE BY:	Supervisor Youmans
SECONDED BY:	Supervisor A. Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 – Motion Passed Unanimously

G. General Matters of the District

4. CONSENT AGENDA

- A. Consideration of Board of Supervisors Meeting Minutes August 8, 2018**
- B. Consideration of Operations and Maintenance Expenditures July 2018**
- C. Consideration of Operations and Maintenance Expenditures August 2018**
- D. Review of Financial Statements Month Ending August 30, 2018**

The Board reviewed the Consent Agenda items.

MOTION TO:	Approve the Consent Agenda items.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 – Motion Passed Unanimously

5. STAFF REPORTS

- A. District Counsel**
- B. District Engineer**
- C. District Manager**

Mr. Lamb noted that the Landowners Election will occur in November. Seats 3, 4, and 5 are up for election. The landowners will have the ability to vote on those seats. The Landowner's meeting is scheduled for November 14, 2018 at 1:00 p.m.

Mr. Lamb also wanted to make sure that land that needs to be transferred is conveyed and recorded before the end of the year.

Supervisor A. Cameratta briefly provided an update regarding FEMA.

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments.

7. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in a summary format.*

**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 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

☐ **Chair**

☐ **Vice Chair**

Signature

Printed Name

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Recorded by Records Administrator

Signature

Date



Official District Seal

CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT

November 14, 2018 Minutes of the Landowner's Election

Minutes of the Landowner's Election

The Landowner's Election of the Board of Supervisors for Corkscrew Farms Community Development District were held on Wednesday, November 14, 2018 at 1:00 p.m. at The Place at Corkscrew, located at 4954 Royal Gulf Circle, Fort Myers, FL 33966.

1. CALL TO ORDER/ROLL CALL

Debby Nussel called the Landowner's Election of the Board of Supervisors of the Corkscrew Farms Community Development District to order on November 14, 2018 at 1:00 p.m.

Staff Members Present:

Debby Nussel Meritus

Ray Blacksmith

There were no residents present.

2. APPOINTMENT OF MEETING CHAIRMAN

Debby Nussel from Meritus stated that she will be serving as the meeting chairman.

3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS

Mrs. Nussel stated Ray Blacksmith had a ballot and proxy in hand from Place at Corkscrew, LLC and a ballot and proxy from CFEE Land Investments.

4. ELECTION OF SUPERVISORS

Ray Blacksmith signed the proxies. Mrs. Nussel announced the results from CFEE Land Investments: Laura Youmans with 332 votes, Cheryl Smith with 332 votes, and Russell Cameratta with 331 votes. Mrs. Nussel then announced the results from Place at Corkscrew, LLC: Laura Youmans with 332 votes, Cheryl Smith with 332 votes, and Russell Cameratta with 331 votes. Therefore, Laura Youmans had 664 total votes, Cheryl Smith had 664 total votes, and Russell Cameratta had 662 total votes. Laura Youmans will have Seat 1 with a four-year term, Cheryl Smith will have Seat 2 with a four-year term, and Russell Cameratta will have Seat 3 with a two-year term.

5. OWNERS REQUESTS

There were no requests.

6. ADJOURNMENT

The landowner's election was closed.

DRAFT

**These minutes were done in summary format.*

**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 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Title:

☐ **Chairman**

☐ **Vice Chairman**

Recorded by Records Administrator

Signature

Date

Official District Seal

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	8514	\$ 2,962.50		Management Services - September
Monthly Contract Sub-Total		\$ 2,962.50		
Variable Contract				
Coleman, Yovanovich & Koester, P.A.	6677 001M 22	\$ 828.75		Professional Services - thru 08/31/2018
Variable Contract Sub-Total		\$ 828.75		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Meritus Districts	8616	\$ 4,200.00		FY 2018 Dissemination Services Bond Series 2016-17 09-14-2018
Additional Services Sub-Total		\$ 4,200.00		
TOTAL:		\$ 7,991.25		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

[] Chairman [] Vice Chairman [] Assistant Secretary

Meritus Districts

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

INVOICE

Invoice Number: 8514
Invoice Date: Sep 1, 2018
Page: 1

Voice: 813-397-5121
Fax: 813-873-7070

Bill To:

Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			9/1/18

Quantity	Item	Description	Unit Price	Amount
	District Mgmt Svcs	District Management Services - September		2,812.50
	Other	Letters sent to homeowners Hillman and Vanderhoef re: damage done to western preserve		150.00
Subtotal				2,962.50
Sales Tax				
Total Invoice Amount				2,962.50
Payment/Credit Applied				
TOTAL				2,962.50

Check/Credit Memo No:

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Corkscrew Farms CDD
c/o Meritus Corp.
Brian Lamb, District Manager
5680 W. Cypress Street, Suite A
Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Page: 1
August 31, 2018
File No: 6677-001M
Statement No: 22

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com

Previous Balance			\$796.25
<u>Fees</u>			
08/07/2018	GLU	Review agenda and prepare for Board of Supervisors meeting	81.25
08/08/2018	GLU	Participation in Board of Supervisors meeting	243.75
08/21/2018	GLU	Review and respond to email correspondence from Ray Blacksmith on intended transfer of L-4; Review deed; Review and respond to email correspondence from Brian Lamb on insurance	97.50
08/24/2018	GLU	Review email correspondence from Ray Blacksmith on insurance issues; Research and review the same; Telephone conference with Ray Blacksmith; Exchange email correspondence with Brian Lamb on same.	243.75
08/28/2018	GLU	Review and respond to email correspondence from Ray Blacksmith regarding partial release for conveyance of Tract L4; Draft partial release for L4	162.50
Professional Fees through 08/31/2018			828.75
Total Current Work			828.75
Balance Due			<u>\$1,625.00</u>

Meritus Districts

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

INVOICE

Invoice Number: 8616
Invoice Date: Sep 14, 2018
Page: 1

Voice: 813-397-5121
Fax: 813-873-7070

Bill To:

Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			9/14/18

Quantity	Item	Description	Unit Price	Amount
	Dissemination Svcs	Dissemination Services Fiscal Year 2018, Bond Series 2016, 2017		4,200.00
Subtotal				4,200.00
Sales Tax				
Total Invoice Amount				4,200.00
Payment/Credit Applied				
TOTAL				4,200.00

Check/Credit Memo No:

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	8570	\$ 2,827.60		Management Services - October
Monthly Contract Sub-Total		\$ 2,827.60		
Variable Contract				
Barraco and Associates	18946	\$ 1,650.00		Professional Services - thru 10/23/2018
Variable Contract Sub-Total		\$ 1,650.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
ADA Site Compliance	461	\$ 1,450.00		Compliance Shield - 10/26/2018
DEO	72924	175.00		FY 2018/2019 Special District Fee - 10/01/2018
Additional Services Sub-Total		\$ 1,625.00		
TOTAL:		\$ 6,102.60		

Approved (with any necessary revisions noted):

Signature

Printed Name

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 8570
Invoice Date: Oct 1, 2018
Page: 1

Bill To:

Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

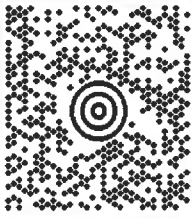

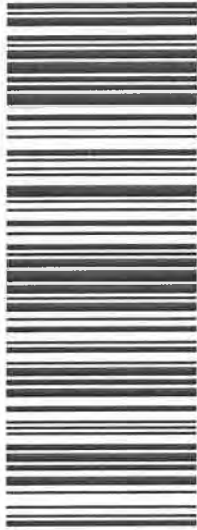

Ship to:

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			10/1/18


Quantity	Item	Description	Unit Price	Amount
	District Mgmt Svcs	District Management Services - October		2,812.50
	Reimbursement	Express delivery 8/10/18		6.25
	Reimbursement	Express delivery 8/24/18		8.85
		K		

Check/Credit Memo No:

Subtotal	2,827.60
Sales Tax	
Total Invoice Amount	2,827.60
Payment/Credit Applied	
TOTAL	2,827.60

ANNA LYALINA 8133975120 MERITUS CORPORATION 2005 PAN AM CIRCLE TAMPA FL 33607	0.5 LBS LTR	1 OF 1
SHIP TO: LOCKBOX SERVICES-12-2657 8138737300 US BANK, NA - CDD 1200 ENERGY PARK DRIVE EP-MN-01LB SAINT PAUL MN 55108		
	MN 554 9-02 	
UPS 2ND DAY AIR A.M. 2A TRACKING #: 1Z A7E 454 07 9665 0391		
		
BILLING: P/P		
Reference No. 1: UPS 8.10.18		
 XOL 18.07.27 NW45 03.0A 07/2018		

Corkscrew Jams 6.25

ANNA LYALINA 8133975120 MERITUS CORPORATION 2005 PAIN AIM CIRCLE TAMPA FL 33607	0.5 LBS LTR	1 OF 1
SHIP TO: LOCKBOX SERVICES-12-2657 8138737300 US BANK, NA - CDD 1200 ENERGY PARK DRIVE EP-MN-01LB SAINT PAUL MN 55108		
	MN 554 9-02 	
UPS 2ND DAY AIR A.M. 2A TRACKING #: 1Z A7E 454 07 9285 8219		
		
BILLING: P/P		
Reference No.1: UPS 8.24.18		
 XOL 18.07.27 NV45 03.0A 07/2018		

Corkscrew 8.85

Barraco and Associates
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Received
 OCT 29 2018

Corkscrew Farms CDD
 Meritus Districts
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607

Invoice number 18946
 Date 10/23/2018
 Project 23331 Corkscrew Farms CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
Task IA (LS) Surveying Services	1,750.00	100.00	1,750.00	1,750.00	0.00
Task IIA (LS) Location Map	250.00	100.00	250.00	250.00	0.00
Task IIB (LS) CDD Boundaries Map	1,900.00	100.00	1,900.00	1,900.00	0.00
Task IIC (LS) Estimates	4,000.00	100.00	4,000.00	4,000.00	0.00
Task IID (LS) Research & Explanation of Designations	1,500.00	100.00	1,500.00	1,500.00	0.00
Task IIE (LS) Project Development Plan	1,200.00	100.00	1,200.00	1,200.00	0.00
Task IIIA (TME) Miscellaneous Services	4,000.00	1,640.15	65,606.00	63,956.00	1,650.00
Task IIIB (TM) Reimbursable Expenses	0.00	0.00	204.10	204.10	0.00
01 (TM) Engineer's Report	0.00	0.00	15,462.50	15,462.50	0.00
Total	14,600.00	629.26	91,872.60	90,222.60	1,650.00

Task IIIA (TME) Miscellaneous Services

	Hours	Rate	Billed Amount
Senior Project Services	4.00	90.00	360.00
AA2-021, AA2-024, AA2-025 Process Pay Requisitions AA2-021 (Revised) and AA2-023			
Principal Professional Engineer	6.00	215.00	1,290.00
Process AA2-023, AA2-025 Process Pay Requisition AA2-024 Discussion with Greg U, Process AA2-021			
subtotal	10.00		1,650.00
Phase subtotal			1,650.00
Invoice total			1,650.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18946	10/23/2018	1,650.00	1,650.00				
Total		1,650.00	1,650.00	0.00	0.00	0.00	0.00

ADA Site Compliance

6400 Boynton Beach Blvd 742721
Boynton Beach, FL 33474
accounting@adasitecompliance.com

**Invoice****BILL TO**

Corkscrew Farms CDD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
461	10/26/2018	\$1,450.00	11/26/2018	50/50	

DESCRIPTION	AMOUNT
Compliance Shield, Accessibility Policy, Technological Audit	2,900.00
50% deposit within 30 days of execution. Additional 50% upon delivery	-1,450.00
BALANCE DUE	\$1,450.00

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2018/2019 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 72924			Date Invoiced: 10/01/2018
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

OCT 04 2018



**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

Corkscrew Farms Community Development District

Mr. Brian Lamb

Meritus

2005 Pan Am Circle, Suite 120

Tampa, FL 33607

2. Telephone: (813) 397-5121
 3. Fax: (813) 873-7070
 4. Email: brian.lamb@merituscorp.com
 5. Status: Independent
 6. Governing Body: Elected
 7. Website Address: www.corkscrewfarmscdd.com
 8. County(ies): Lee
 9. Function(s): Community Development
 10. Boundary Map on File: 02/02/2017
 11. Creation Document on File: 02/02/2017
 12. Date Established: 12/16/2015
 13. Creation Method: Local Ordinance
 14. Local Governing Authority: Lee County
 15. Creation Document(s): County Ordinance 15-16
 16. Statutory Authority: Chapter 190, Florida Statutes
 17. Authority to Issue Bonds: Yes
 18. Revenue Source(s): Assessments
 19. Most Recent Update: 10/06/2017

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature:  Date 10.5.18

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. _____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. _____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. _____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2016/2017 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	8685	\$ 2,812.50		Management Services - November
Monthly Contract Sub-Total		\$ 2,812.50		
Variable Contract				
Coleman, Yovanovich & Koester, P.A.	6677 001M 24	\$ 1,755.00		Professional Services - thru 10/31/2018
Variable Contract Sub-Total		\$ 1,755.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Egis	Q8142153	\$ 1,475.20		Insurance Package 10/01/2018 to 10/01/2019
US Bank	5160230	4,040.63		Trustee Fees 10/01/2018 to 09/30/2018
Regular Services Sub-Total		\$ 5,515.83		
Additional Services				
Meritus Districts	8743	\$ 5.78		Express Shippings 10/12/2018
The News-Press Media Group	2059149	1,474.84		Notice of Landowners Election 10/19/2018 thru 10/26/2018
US Bank	5160229	1,000.00		Trustee Fees 10/01/2018 to 09/30/2018
Additional Services Sub-Total		\$ 2,480.62		
TOTAL:		\$ 12,563.95		

Approved (with any necessary revisions noted):

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 8685
Invoice Date: Nov 1, 2018
Page: 1

Bill To:
Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		11/1/18

Quantity	Item	Description	Unit Price	Amount
		District Management Services - November		2,812.50

Subtotal	2,812.50
Sales Tax	
Total Invoice Amount	2,812.50
Payment/Credit Applied	
TOTAL	2,812.50

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Corkscrew Farms CDD
c/o Meritus Corp.
Brian Lamb, District Manager
5680 W. Cypress Street, Suite A
Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Page: 1
October 31, 2018
File No: 6677-001M
Statement No: 24

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com

514w
3107
Bn

Previous Balance

\$276.25

Fees

10/03/2018	GLU	Telephone conference with Charles Mann on document execution; Review email correspondence from Ray Blacksmith regarding agenda items; Review email correspondence from Tony Cameratta regarding plat recording; Initial review of email correspondence from Charles Mann and Ray Blacksmith regarding CDD issues and document execution	130.00
10/09/2018	GLU	Review multiple email correspondence from Ray Blacksmith on HOA-CDD agreement; initial review of agenda packet; Draft amendment to HOA-CDD agreement; Exchange multiple email correspondence with Ray Blacksmith; review issues relating to meeting	325.00
10/10/2018	GLU	Review agenda and prepare for Board of Supervisors meeting; Review multiple email correspondence relating to ownership matters; Telephone conference with Charles Mann regarding ownership matters	325.00
	GLU	Review and respond to email correspondence from Ray Blacksmith on traffic jurisdiction agreement; Initial review of same.	130.00
10/15/2018	GLU	Review traffic control jurisdiction agreement; Commence work on revisions to agreement	390.00
10/16/2018	GLU	Draft resolution relating to traffic control jurisdiction agreement; Draft email correspondence to Ray Blacksmith regarding resolution, revised agreement, etc.; Review multiple email correspondence from Ray Blacksmith and County on agreement	325.00
10/23/2018	GLU	Review email correspondence from Ray Blacksmith regarding traffic enforcement agreement	32.50
10/25/2018	GLU	Review and respond to email correspondence from Lee County on traffic control agreement	65.00
10/29/2018	GLU	Review email correspondence from Tina Boone on Traffic Control Jurisdiction	

Corkscrew Farms CDD

Gen Rep

Page: 2
October 31, 2018
File No: 6677-001M
Statement No: 24

Agreement; follow-up email to Ray Blacksmith	32.50
Professional Fees through 10/31/2018	<u>1,755.00</u>
Total Current Work	1,755.00
Balance Due	<u>\$2,031.25</u>

900 ASHWOOD PARKWAY
SUITE 370
ATLANTA, GA 30338
(877)513-9487 FAX: (770)225-2866
CUSTOMER SERVICE: (800)584-9969

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$7,376.00	AGENT (Name & Place of business) EGIS INSURANCE & RISK ADVISORS 150 E PALMETTO PARK RD SUITE 705 BOCA RATON, FL 33432-4827 (561)693-4515 FAX:	INSURED (Name & Residence or business) Corkscrew Farms Community Development District c/o Meritus 2005 Pan Am Cir Ste 120 Tampa, FL 33607-2529
B	CASH DOWN PAYMENT	\$1,475.20		
C	PRINCIPAL BALANCE (A MINUS B)	\$5,900.80		
D	DOC STAMP	\$21.00		

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 8142153

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled
12.458%	\$343.40	\$5,921.80	\$6,265.20

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	Beginning:
10	\$626.52	Beginning:	MONTHLY 11/01/2018

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	10/01/2018	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	PACKAGE	100.0%	12	7,376.00
Broker Fee:						\$0.00
TOTAL:						\$7,376.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified. The insured agrees that Lender may endorse the insured's name on any check or draft received from the insuring company and apply the same as payment of this Agreement, returning any excess to the insured only if such excess is equal to or greater than \$1.00.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date. **4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** Insured will be in default if a payment is not made when it is due. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If an insured's payment is dishonored for any reason, the insured will pay to Lender a fee, if permitted by law, equal to \$15.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy (ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender, not to exceed 20% of the amount due, if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://www.ipfs.com/Privacy.aspx>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Florida will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 5160230
Account Number: 252523000
Invoice Date: 10/25/2018
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

CORKSCREW FARMS CDD
ATTN DISTRICT MANAGER
2005 PAN AM CIRCLE SUITE 120
TAMPA FL 33607

CORKSCREW FARMS CDD SERIES 2016

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$4,040.63

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

CORKSCREW FARMS CDD SERIES 2016

Invoice Number: 5160230
Account Number: 252523000
Current Due: \$4,040.63

Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

Wire Instructions:
U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 252523000
Invoice # 5160230
Attn: Fee Dept St. Paul

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

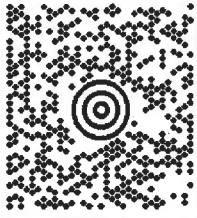

Invoice Number: 5160230
Invoice Date: 10/25/2018
Account Number: 252523000
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

CORKSCREW FARMS CDD SERIES 2016

Accounts Included 252523000 252523002 252523004 252523005 252523006 252523007
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
Subtotal Administration Fees - In Advance 10/01/2018 - 09/30/2019				\$3,750.00
Incidental Expenses	3,750.00	0.0775		\$290.63
Subtotal Incidental Expenses				\$290.63
TOTAL AMOUNT DUE				\$4,040.63

ANNA LYALINA 8133975120 MERITUS CORPORATION 2005 PAN AM CIRCLE TAMPA FL 33607	0.5 LBS LTR	1 OF 1
SHIP TO: LOCKBOX SERVICES-12-2657 8138737300 US BANK, NA - CDD 1200 ENERGY PARK DRIVE EP-MN-01LB SAINT PAUL MN 55108		
	MN 554 9-02 	
UPS 2ND DAY AIR A.M. 2A TRACKING #: 1Z A7E 454 07 9727 2824		
		
BILLING: P/P		
Reference No.1: ups 10.12.18		
		
XOL 18.05.09 NV45 03.0A 07/2018		

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The News-Press

media group

PART OF THE USA TODAY NETWORK

Received

NOV 13 2018

ACCOUNT NAME Corkscrew Farms CDD		ACCOUNT # 9659	PAGE # 1 of 1
INVOICE # 0002059149	BILLING PERIOD Oct 1- Oct 31, 2018	PAYMENT DUE DATE November 20, 2018	
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included in amt due) \$0.00	TOTAL AMOUNT DUE \$1,474.84	
BILLING ACCOUNT NAME AND ADDRESS CORKSCREW FARMS CDD 2005 PAN AM CIR STE 120 TAMPA, FL 33607-2529 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-283-2392 or FTMY@ccc.gannett.com	FEDERAL ID 47-2493274
Terms and Conditions: Past due accounts are subject to interest at the rate of 12% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

00000096590000000000000020591490014748410263

NOTE: Your account number has changed. Your old account number was 0000009659. Your new account number is 9659 and should be used for all future correspondence.

Date	Description	Amount
10/1/18	Balance Forward	\$326.72
10/30/18	PAYMENT - THANK YOU	-\$326.72

Package Advertising:

Start-End Date	Package Description	PO Number	Package Cost
10/19/18-10/26/18	0003211105 NOTICE OF LANDOWNER	Corkscrew	\$737.42
10/19/18-10/26/18	0003211132 NOTICE OF LANDOWNER	Cypress Sh	\$737.42

51300
4801
BA

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

The News-Press
media group

PART OF THE USA TODAY NETWORK

ACCOUNT NAME Corkscrew Farms CDD		PAYMENT DUE DATE November 20, 2018		AMOUNT PAID		
ACCOUNT NUMBER 9659		INVOICE NUMBER 0002059149				
CURRENT DUE \$1,474.84	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$1,474.84

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

News-Press Media Group
P O Box 677583
Dallas, TX 75267-7583

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX

Card Number _____

Exp Date ____/____/____ CVV Code _____

Signature _____ Date _____

00000096590000000000000020591490014748410263



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 5160229
Account Number: 252523001
Invoice Date: 10/25/2018
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

CORKSCREW FARMS CDD
ATTN DISTRICT MANAGER
2005 PAN AM CIRCLE SUITE 120
TAMPA FL 33607

CORKSCREW FARMS 2016

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$1,000.00

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

CORKSCREW FARMS 2016

Invoice Number: 5160229
Account Number: 252523001
Current Due: \$1,000.00

Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

Wire Instructions:
U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 252523001
Invoice # 5160229
Attn: Fee Dept St. Paul

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 5160229
Invoice Date: 10/25/2018
Account Number: 252523001
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

CORKSCREW FARMS 2016

Accounts Included 252523001

In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04341 Investment Agreement	1.00	1,000.00	100.00%	\$1,000.00
Subtotal Administration Fees - In Advance 10/01/2018 - 09/30/2019				\$1,000.00
TOTAL AMOUNT DUE				\$1,000.00

The fees shown on this invoice are reflective of the most recent fee schedule or notice of fee adjustment provided by U.S. Bank.

Page 2 of 2

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	8762	\$ 2,929.23		Management Services - December
Monthly Contract Sub-Total		\$ 2,929.23		

Variable Contract				
Barraco and Associates	19067	\$ 1,397.50		Professional Services - thru 11/30/2018
Grau and Associates	GA120418	46.00		Audit FYE 09/30/2018
Variable Contract Sub-Total		\$ 1,443.50		

Utilities				
Utilities Sub-Total		\$ 0.00		

Regular Services				
Egis	EI120618	\$ 5,900.80		Insurance 10/01/2018 to 10/01/2019
Regular Services Sub-Total		\$ 5,900.80		

Additional Services				
Additional Services Sub-Total		\$ 0.00		

TOTAL:		\$ 10,273.53		
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Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
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[] Chairman [] Vice Chairman [] Assistant Secretary

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 8762
Invoice Date: Dec 1, 2018
Page: 1

Bill To:
Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Ship to:	

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		12/1/18

Quantity	Item	Description	Unit Price	Amount
		District Management Services - December		2,812.50
		ADA compliance		50.00
		Postage		66.73

Subtotal	2,929.23
Sales Tax	
Total Invoice Amount	2,929.23
Payment/Credit Applied	
TOTAL	2,929.23

Barraco and Associates
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Corkscrew Farms CDD
 Meritus Districts
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607

Received
 DEC 10 2018

Invoice number 19067
 Date 11/30/2018

Project 23331 Corkscrew Farms CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
Task IA (LS) Surveying Services	1,750.00	100.00	1,750.00	1,750.00	0.00
Task IIA (LS) Location Map	250.00	100.00	250.00	250.00	0.00
Task IIB (LS) CDD Boundaries Map	1,900.00	100.00	1,900.00	1,900.00	0.00
Task IIC (LS) Estimates	4,000.00	100.00	4,000.00	4,000.00	0.00
Task IID (LS) Research & Explanation of Designations	1,500.00	100.00	1,500.00	1,500.00	0.00
Task IIE (LS) Project Development Plan	1,200.00	100.00	1,200.00	1,200.00	0.00
Task IIIA (TME) Miscellaneous Services	4,000.00	1,675.09	67,003.50	65,606.00	1,397.50
Task IIIB (TM) Reimbursable Expenses	0.00	0.00	204.10	204.10	0.00
01 (TM) Engineer's Report	0.00	0.00	15,462.50	15,462.50	0.00
Total	14,600.00	638.84	93,270.10	91,872.60	1,397.50

Task IIIA (TME) Miscellaneous Services

	Hours	Rate	Billed Amount
Principal Professional Engineer	6.50	215.00	1,397.50

*Prepare for BOS meeting, attend via phone
 Review and Profess Pay Requisitions AA2-021, AA2-023 and AA2-025*

Invoice total **1,397.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18946	10/23/2018	1,650.00		1,650.00			
19067	11/30/2018	1,397.50	1,397.50				
Total		3,047.50	1,397.50	1,650.00	0.00	0.00	0.00

513w
 3103
 14

Invoice Month	Date	Request Date	Client Name	Engagement Number	Responder	Qty	Price	Amount
November	11/1/2018	09/30/2018	Avelar Creek CDD	Meritus	US Bank	1	23.00	23.00
November	11/1/2018	09/30/2018	Bull Frog Creek	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Carlton Lakes	Meritus	US Bank	3	23.00	69.00
November	11/1/2018	09/30/2018	Champions Reserve	Meritus	US Bank	1	23.00	23.00
November	11/1/2018	09/30/2018	Corkscrew Farms	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Cypress Shadows	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	La Collina	Meritus	US Bank	1	23.00	23.00
November	11/1/2018	09/30/2018	Longleaf	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Northwood	Meritus	US Bank	1	23.00	23.00
November	11/1/2018	09/30/2018	Parkway Center	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Riverbend CDD	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Rivercrest	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	South Fork East	Meritus	US Bank	3	23.00	69.00
November	11/1/2018	09/30/2018	South Fork III	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Summit at Fern Hill	Meritus	US Bank	2	23.00	46.00
November	11/1/2018	09/30/2018	Water's Edge CDD	Meritus	US Bank	2	23.00	46.00

690.00

Grau and Associates
951 Yamato Road, Suite 280
Boca Raton, FL 33431
www.graucpa.com

Received
DEC 10 2018

Phone: 561-994-9299

Fax: 561-994-5823

Meritus
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

Date 12/4/2018

SERVICE

AMOUNT

Audit FYE 09/30/2018 - Confirmation.com / November

\$ 690.00

Current Amount Due

\$ 690.00

900 ASHWOOD PARKWAY
SUITE 370
ATLANTA, GA 30338
(877)513-9487 FAX: (770)225-2866
CUSTOMER SERVICE: (800)584-9969

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$7,376.00	AGENT (Name & Place of business) EGIS INSURANCE & RISK ADVISORS 150 E PALMETTO PARK RD SUITE 705 BOCA RATON, FL 33432-4827 (561)693-4515 FAX:	INSURED (Name & Residence or business) Corkscrew Farms Community Development District c/o Meritus 2005 Pan Am Cir Ste 120 Tampa, FL 33607-2529
B	CASH DOWN PAYMENT	\$1,475.20		
C	PRINCIPAL BALANCE (A MINUS B)	\$5,900.80		
D	DOC STAMP	\$21.00		

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 8142153

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled
12.458%	\$343.40	\$5,921.80	\$6,265.20

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	Beginning:
10	\$626.52	Beginning:	MONTHLY 11/01/2018

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.


POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	10/01/2018	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	PACKAGE	100.0%	12	7,376.00
Broker Fee:						\$0.00
TOTAL:						\$7,376.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1.**

SECURITY: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified. The insured agrees that Lender may endorse the insured's name on any check or draft received from the insuring company and apply the same as payment of this Agreement, returning any excess to the insured only if such excess is equal to or greater than \$1.00.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.


Signature of Insured or Authorized Agent

11/24/18
DATE


Signature of Agent

12/6/2018
DATE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date. **4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** Insured will be in default if a payment is not made when it is due. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If an insured's payment is dishonored for any reason, the insured will pay to Lender a fee, if permitted by law, equal to \$15.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender, not to exceed 20% of the amount due, if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://www.ipfs.com/Privacy.aspx>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Florida will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

Corkscrew Farms Community Development District

Financial Statements
(Unaudited)

Period Ending
November 30, 2018



Meritus Districts
2005 Pan Am Circle ~ Suite 120 ~ Tampa, FL 33607-1775
Phone (813) 873-7300 ~ Fax (813) 873-7070

Corkscrew Farms CDD

Balance Sheet

As of 11/30/2018

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2016	Capital Project Fund - Series 2016	General Fixed Assets	General Long-Term Debt	Total
Assets						
Cash--Operating Account	28,521	0	0	0	0	28,521
Revenue - Series 2016 #3000	0	330,978	0	0	0	330,978
Interest - Series 2016 #3001	0	0	0	0	0	0
Sinking - Series 2016 #3002	0	0	0	0	0	0
Reserve - Series 2016 #3004	0	838,850	0	0	0	838,850
Prepayment - Series 2016 #3005	0	555,488	0	0	0	555,488
Capital Int- Series 2016 #3007	0	0	0	0	0	0
Const/Aquis - Series 2016 #3006	0	0	42	0	0	42
Cost of Issuance - Series 2016	0	0	0	0	0	0
Revenue - Series 2017 #2000	0	0	0	0	0	141,227
Interest - Series 2017 #2001	0	0	0	0	0	0
Reserve - Series 2017 #2003	0	0	0	0	0	1,356,127
Prepayment - Series 2017 #2004	0	0	0	0	0	4,831
Const/Aquis - Series 2017 #2005	0	0	0	0	0	5,962,999
Capitalized Interest - Series 2017 #2006	0	0	0	0	0	1,408,999
Costs of Issuance - Series 2017 #2007	0	0	0	0	0	0
Due from Developer	0	0	0	0	0	0
Due From General Fund	0	0	0	0	0	0
Prepaid Items	0	0	0	0	0	0
Prepaid General Liability Insurance	717	0	0	0	0	717
Prepaid D & O Insurance	0	0	0	0	0	0
Prepaid Trustee Fees	4,201	0	0	0	0	4,201
Prepaid Property Insurance	0	0	0	0	0	0
Construction Work in Progress	0	0	0	33,429,455	0	33,429,455
Amount Available-Debt Service	0	0	0	0	1,525,732	1,525,732
Amount To Be Provided-Debt Service	0	0	0	0	46,074,268	46,074,268
Other	0	0	0	0	0	0
Total Assets	33,438	1,725,316	42	33,429,455	47,600,000	91,662,433
Liabilities						
Accounts Payable	14,183	0	0	0	0	14,183
Accounts Payable-Other	80,353	0	0	0	0	80,353
Due To Debt Service Fund	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0
Bonds Payable - Series 2016	0	0	0	0	19,600,000	19,600,000
Bond Payable - Series 2017	0	0	0	0	28,000,000	28,000,000
Total Liabilities	94,536	0	0	0	47,600,000	47,694,536

Corkscrew Farms CDD

Balance Sheet

As of 11/30/2018

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2016	Capital Project Fund - Series 2016	General Fixed Assets	General Long-Term Debt	Total
Fund Equity & Other Credits						
Fund Balance-All Other Reserves	0	2,144,064	42	0	0	13,677,072
Fund Balance-Unreserved	(72,623)	0	0	0	0	(72,623)
Investment in General Fixed Assets	0	0	0	33,429,455	0	33,429,455
Other	11,526	(418,749)	0	0	0	(3,066,006)
Total Fund Equity & Other Credits	(61,098)	1,725,316	42	33,429,455	0	43,967,897
Total Liabilities & Fund Equity	33,438	1,725,316	42	33,429,455	47,600,000	91,662,433

Corkscrew Farms CDD

Statement of Revenues & Expenditures

001 - General Fund

From 10/1/2018 Through 11/30/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Discounts & Collection Fees	(104,375)	0	104,375	(100)%
Operations & Maintenance-Tax Roll	94,371	26,470	(67,901)	(72)%
Operation & Maintenance-Off Roll	103,215	0	(103,215)	(100)%
Total Revenues	93,210	26,470	(66,740)	(72)%
Expenditures				
Financial & Administrative				
District Manager	34,000	5,625	28,375	83 %
District Engineer	10,000	1,650	8,350	84 %
Disclosure Report	4,200	0	4,200	100 %
Trustee Fees	8,800	840	7,960	90 %
Auditing Services	5,500	0	5,500	100 %
Postage, Phone, Faxes, Copies	150	21	129	86 %
Public Officials Insurance	2,500	0	2,500	100 %
Legal Advertising	0	1,475	(1,475)	0 %
Bank Fees	300	0	300	100 %
Dues, Licenses, & Fees	260	175	85	33 %
Web Administration	0	1,450	(1,450)	0 %
Legal Counsel				
District Counsel	10,000	1,755	8,245	82 %
Other Physical Environment				
Property & Casualty Insurance	15,000	1,953	13,047	87 %
Reserves				
Undesignated Reserves	2,500	0	2,500	100 %
Total Expenditures	93,210	14,944	78,266	84 %
Excess of Revenues Over (Under) Expenditures	0	11,526	11,526	0 %
Fund Balance, Beginning of Period	0	(72,623)	(72,623)	0 %
Fund Balance, End of Period	0	(61,098)	(61,098)	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

200 - Debt Service Fund - Series 2016

From 10/1/2018 Through 11/30/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assessments-Tax Roll	1,117,025	313,977	(803,048)	(72)%
Debt Service Prepayments	0	552,795	552,795	0 %
Debt Service Assessments-Off Roll	0	14,242	14,242	0 %
Debt Service Assessments-Developer	0	538,614	538,614	0 %
Interest Earnings				
Interest Earnings	0	5,473	5,473	0 %
Total Revenues	1,117,025	1,425,101	308,076	28 %
Expenditures				
Debt Service Payments				
Interest	797,025	403,850	393,175	49 %
Principal	320,000	1,440,000	(1,120,000)	(350)%
Total Expenditures	1,117,025	1,843,850	(726,825)	(65)%
Excess of Revenues Over (Under) Expenditures	0	(418,749)	(418,749)	0 %
Fund Balance, Beginning of Period	0	2,144,064	2,144,064	0 %
Fund Balance, End of Period	0	1,725,316	1,725,316	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

201 - Debt Service Fund - Series 2017

From 10/1/2018 Through 11/30/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assessments-Tax Roll	1,384,013	141,227	(1,242,786)	(90)%
Interest Earnings				
Interest Earnings	0	7,246	7,246	0 %
Total Revenues	1,384,013	148,473	(1,235,540)	(89)%
Expenditures				
Financial & Administrative				
Trustee Fees	0	5,000	(5,000)	0 %
Debt Service Payments				
Interest	1,384,012	692,006	692,006	51 %
Total Expenditures	1,384,012	697,006	687,006	50 %
Excess of Revenues Over (Under) Expenditures	1	(548,533)	(548,534)	(54,853,418)%
Fund Balance, Beginning of Period	0	3,459,716	3,459,716	0 %
Fund Balance, End of Period	1	2,911,183	2,911,182	291,118,220 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

300 - Capital Project Fund - Series 2016

From 10/1/2018 Through 11/30/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	0	0	0 %
Total Revenues	0	0	0	0 %
Excess of Revenues Over (Under) Expenditures	0	0	0	0 %
Fund Balance, Beginning of Period	0	42	42	0 %
Fund Balance, End of Period	0	42	42	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

301 - Capital Project Fund - Series 2017

From 10/1/2018 Through 11/30/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	16,570	16,570	0 %
Total Revenues	0	16,570	16,570	0 %
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	2,126,820	(2,126,820)	0 %
Total Expenditures	0	2,126,820	(2,126,820)	0 %
Excess of Revenues Over (Under) Expenditures	0	(2,110,250)	(2,110,250)	0 %
Fund Balance, Beginning of Period	0	8,073,249	8,073,249	0 %
Fund Balance, End of Period	0	5,962,999	5,962,999	0 %

Corkscrew Farms CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Bank Balance	483,724.24
Less Outstanding Checks/Vouchers	455,203.68
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	28,520.56
Balance Per Books	<u>28,520.56</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1092	11/15/2018	Series 2016 FY19 Tax Dist ID 1	845.69	Corkscrew Farms CDD
1093	11/15/2018	Series 2017 FY19 Tax Dist ID 1	380.39	Corkscrew Farms CDD
1098	11/29/2018	Series 2016 FY19 Tax Dist ID 2	313,131.40	Corkscrew Farms CDD
1099	11/29/2018	Series 2017 FY19 Tax Dist ID 2	140,846.20	Corkscrew Farms CDD
Outstanding Checks/Vouchers			455,203.68	

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1090	10/15/2018	Series 2016 FY18 Tax Dist ID 15 Excess Fees	169.45	Corkscrew Farms CDD
1087	10/25/2018	System Generated Check/Voucher	175.00	Florida Dept of Economic Opportunity
1091	10/30/2018	Series 2016 FY18 Tax Dist ID Excess Fees	147.18	Corkscrew Farms CDD
1094	11/26/2018	System Generated Check/Voucher	276.25	Coleman, Yovanovich & Koester, P.
1095	11/26/2018	System Generated Check/Voucher	5.78	Meritus Districts
1096	11/26/2018	System Generated Check/Voucher	1,475.20	Egis Insurance Advisors, LLC
Cleared Checks/Vouchers			2,248.86	

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	CR068	11/15/2018	FY 2019 Tax Dist ID 1	1,297.37
	CR074	11/30/2018	FY 2019 Tax Dist ID 2	<u>480,375.86</u>
Cleared Deposits				481,673.23
				<u><u> </u></u>



FLORIDA COMMUNITY BANK
(866) 764-0006 • www.FloridaCommunityBank.com
26381 S. Tamiami Trail, Suite 200, Bonita Springs, FL 34134
Return Service Requested

00005766-0013461-0001-0002-FIMC8006581201185060

CORKSCREW FARMS COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA FL 33607-2380

Last statement: October 31, 2018
This statement: November 30, 2018
Total days in statement period: 30

Page: 1 of 3
XXXXXX9400
(6)

Direct inquiries to:
Local Branch, 239 437-0025

Florida Community Bank, N.A.
7900 Summerlin Lakes Dr
Fort Myers, FL 33907

Public Funds Checking

Account number	XXXXXX9400	Beginning balance	\$4,299.87
Enclosures	6	Total additions	481,673.23
		Total subtractions	2,248.86
		Ending balance	\$483,724.24

CHECKS

Number	Date	Amount	Number	Date	Amount
1087	11-01	175.00	1095	11-29	5.78
1090 *	11-14	169.45	1096	11-30	1,475.20
1091	11-14	147.18			
1094 *	11-30	276.25			

* Skip in check sequence

CREDITS

Date	Description	Additions
11-15	Preauthorized Credit LEE COUNTY Tax DB01 181115 DBTAX	1,297.37
11-30	Preauthorized Credit LEE COUNTY Tax DB02 181130 DBTAX	480,375.86

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
10-31	4,299.87	11-14	3,808.24	11-29	5,099.83
11-01	4,124.87	11-15	5,105.61	11-30	483,724.24



Thank you for banking with Florida Community Bank, N.A.



PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.
FLORIDA COMMUNITY BANK
1255 TAMiami TRAIL, PORT CHARLOTTE, FL 33953 • TELEPHONE: 1 (866) 764-0006



CORKSCREW FARMS COMMUNITY DEVELOP

Account: *****9400

Page: 2 of 3

1087
11/01/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***One Hundred Seventy Five and 00/100 Dollars

DATE 10/25/2018 AMOUNT \$175.00

Florida Dept of Economic Opportunity,
Dept. of Eco Opportunity
Bureau of Budget Mgmt
107 E. Madison St
MSG 120
Tallahassee, FL 32399-4124

*72924

11/01/2018 1087 \$175.00

1087
11/01/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***One Hundred Seventy Five and 00/100 Dollars

DATE 10/25/2018 AMOUNT \$175.00

Florida Dept of Economic Opportunity,
Dept. of Eco Opportunity
Bureau of Budget Mgmt
107 E. Madison St
MSG 120
Tallahassee, FL 32399-4124

*72924

11/01/2018 1087 \$175.00

1090
11/14/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***One Hundred Sixty Nine and 46/100 Dollars

DATE 10/16/2018 AMOUNT \$169.45

Corkscrew Farms CDD
2005 Pan Am Circle, Suite 120
Tampa, FL 33607
USA

11/14/2018 1090 \$169.45

1090
11/14/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***One Hundred Sixty Nine and 46/100 Dollars

DATE 10/16/2018 AMOUNT \$169.45

Corkscrew Farms CDD
2005 Pan Am Circle, Suite 120
Tampa, FL 33607
USA

11/14/2018 1090 \$169.45

1091
11/14/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***One Hundred Forty Seven and 18/100 Dollars

DATE 10/30/2018 AMOUNT \$147.18

Corkscrew Farms CDD
2005 Pan Am Circle, Suite 120
Tampa, FL 33607
USA

11/14/2018 1091 \$147.18

1091
11/14/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***One Hundred Forty Seven and 18/100 Dollars

DATE 10/30/2018 AMOUNT \$147.18

Corkscrew Farms CDD
2005 Pan Am Circle, Suite 120
Tampa, FL 33607
USA

11/14/2018 1091 \$147.18

1094
11/30/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***Two Hundred Seventy Six and 25/100 Dollars

DATE 11/26/2018 AMOUNT \$276.25

Colleman, Yovanovitch & Koester, P.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, FL 34103-3556

11/30/2018 1094 \$276.25

1094
11/30/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***Two Hundred Seventy Six and 25/100 Dollars

DATE 11/26/2018 AMOUNT \$276.25

Colleman, Yovanovitch & Koester, P.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, FL 34103-3556

11/30/2018 1094 \$276.25

1095
11/29/2018

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***Five and 78/100 Dollars

DATE 11/29/2018 AMOUNT \$5.78

Meritus Districts
2005 Pan Am Circle, Suite 120
Tampa, FL 33607
USA

11/29/2018 1095 \$5.78

1095
11/29/2018


CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

***Five and 78/100 Dollars

DATE 11/29/2018 AMOUNT \$5.78

Meritus Districts
2005 Pan Am Circle, Suite 120
Tampa, FL 33607
USA

11/29/2018 1095 \$5.78

CORKSCREW FARMS COMMUNITY DEVELOPMENT 3005 RAN ALI CIR SUITE 100 TAMPA, FL 33607-6506		FOR FLORIDA COMMUNITY BANK	DATE 11/28/2018	1098 \$1,475.20
*****One Thousand Four Hundred Seventy Five and 20/100 Dollars		AMOUNT \$		
PAY TO THE ORDER OF Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002 USA		11/28/2018		\$1,475.20
				
⑈001096⑈ 10560467664 1520219400⑈				
11/30/2018 1096 \$1,475.20				

20181120 6649242654 6978228 4 FTCF 044 44581 71430015 1240 603 Bank -0423033144	Pay to the order of Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002 account # 744240680
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