

**CORKSCREW FARMS  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
SPECIAL MEETING  
APRIL 7, 2017**

**CORKSCREW FARMS**  
**COMMUNITY DEVELOPMENT DISTRICT AGENDA**  
**FRIDAY, APRIL 7, 2017**  
**10:00 A.M.**

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

<b>District Board of Supervisors</b>	Chairman	Joseph Cameratta
	Vice Chairman	Anthony Cameratta
	Supervisor	Laura Youmans
	Supervisor	Cheryl Yano
	Supervisor	Vacant
<b>District Manager</b>	Meritus	Brian Lamb
<b>District Attorney</b>	Coleman, Yovanovich & Koester, PA	Greg Urbancic
<b>District Engineer</b>	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 **10:00 A.M.** with the second section called **Public Comments on Agenda Items**. If any member of the audience would like to speak on one of the agenda 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 third section is called **Business Administrative**. The business administrative section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. The final sections are called **Supervisor Requests and Audience 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 Special Meeting of Corkscrew Farms Community Development District will be held on **April 7, 2017 at 10:00 A.M.** at Cameratta Companies Offices located at 4954 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. Consideration of Resolution 2017-06; Acceptance of Responsibility for Ownership, Operation and Maintenance for The Place Phase 1D, 1E, and 1F Plat..... Tab 01
- B. Consideration of Resolution 2017-07; Acceptance and Conveyance of the On-Site and Off-Site Potable Water and Sanitary Sewer Systems.....Tab 02
- C. Consideration of the Cost Share Agreement for the Master Pump Station..... Tab 03
- D. Consideration of the Assignment Regarding Water and Wastewater Connection Fees..... Tab 04
- E. Discussion on FY 2018 Meeting Schedule
- F. General Matters of the District

**4. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**

**5. 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.

## **RESOLUTION NO 2017-06**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ACCEPTANCE OF RESPONSIBILITY FOR OWNERSHIP, OPERATION AND MAINTENANCE OF DISTRICT INFRASTRUCTURE WITHIN THE BOUNDARIES OF THE PLAT OF PLACE AT CORKSCREW – PHASE 1D, 1E AND 1F; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Corkscrew Farms Community Development District, hereinafter (the "District"), was established by Ordinance No. 15-16 adopted by the Board of County Commissioners of Lee County, Florida on December 15, 2015 pursuant to Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, Chapter 190, Florida Statutes grants to the District the authority to own, operate and maintain surface water management systems, roads and other infrastructure; and

**WHEREAS**, the District has the authority to construct, acquire and/or maintain improvements within the District, including surface water management systems, roads and other District infrastructure; and

**WHEREAS**, Lee County requires affirmation of the District's intention to maintain the tracts or easements dedicated to the District, and the District's acknowledgment of its duty and responsibility to operate and maintain the "backbone" (i.e. master) surface water management system and other District infrastructure and improvements within the boundaries of the plat of Place at Corkscrew – Phase 1D, 1E and 1F (the "Plat"), a true and correct copy which is recorded as Instrument No. \_\_\_\_\_, of the Public Records of Lee County, Florida; and

**WHEREAS**, this Resolution will be relied upon by Lee County in reviewing the Plat.

**NOW, THEREFORE**, be it resolved by the Board of Supervisors of Corkscrew Farms Community Development District that:

1. This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes.
2. The District hereby acknowledges and affirms that it will accept maintenance responsibility for all tracts and easements dedicated to the District, with maintenance responsibility, appearing within the Plat.
3. Provided, however, that the District's responsibility for maintenance and operation of the surface water management systems and other facilities and improvements will not commence unless and until the following events: (a) tracts or easement for the surface water management system and other facilities and improvements, as applicable, have been dedicated or conveyed to the District and (b) Lee County has issued Certificate(s) of Compliance (or their equivalent) for the applicable surface water management system and/or other facilities and improvements.
4. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2017.

**CORKSCREW FARMS COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
Brian Lamb, Secretary

\_\_\_\_\_  
Joseph Cameratta, Chairman

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2017 by Joseph Cameratta, as Chairman of Corkscrew Farms Community Development District. He is personally known to me.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2017 by Brian Lamb, as Secretary of the Corkscrew Farms Community Development District. He is personally known to me.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

**RESOLUTION NO. 2017-07**

**A RESOLUTION AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS RELATIVE TO THE ACCEPTANCE AND CONVEYANCE OF THE ON-SITE AND OFF-SITE POTABLE WATER AND SANITARY SEWER SYSTEMS BENEFITTING CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Corkscrew Farms Community Development District (the “District”) is organized for the purposes of providing certain infrastructure benefiting the residential development known as The Place; and

**WHEREAS**, the development of The Place is governed by certain development orders, approvals, ordinances and regulations of Lee County (the “County”); and

**WHEREAS**, the applicable County development orders, approvals, ordinances and regulations generally require or contemplate the conveyance of various on-site and off-site potable water and sanitary sewer systems being constructed or acquired by the District to the County; and

**WHEREAS**, the acceptance by the District of conveyances of potable water and sanitary sewer systems and thereafter the conveyance of such potable water and sanitary sewer systems to the County by the District require the Chairman, or Vice Chairman in the Chairman’s absence, to sign or execute certain documents on behalf of the District; and

**WHEREAS**, it is not practical, expeditious or economical to hold meetings of the Board of Supervisors (“Board”) each time a conveyance is deemed desirable in order for the orderly and timely development of The Place; and

**WHEREAS**, the acceptance and conveyance of the documents, once approved by District Counsel, the District Engineer and the District Manager, are more in the nature of a ministerial act being performed by the District under the development orders, approvals, ordinances and regulations of the County.

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

**SECTION 1. TRANSFER/EXECUTION OF DOCUMENTS.** The Chairman (or Vice Chairman in the Chairman’s absence) is hereby designated by the District and authorized by the District to execute any and all documents necessary for the District to accept the conveyance of the on-site and off-site potable water and or sanitary sewer systems from the master developer or sub-developers pursuant to those certain acquisition agreements to which the District is a party in connection with the District’s issuance of bonds or bond anticipation notes, as well as any and all documents necessary to convey the on-site and off-site potable water and or sanitary sewer systems

to the County, except for the ability to execute promissory notes or other deferred financial obligations of the District. Any and all promissory notes obliging the District to pay funds for any improvements shall require an authorizing vote of the District's Board of Supervisors prior to such execution.

**SECTION 2. DISCUSSION.** A discussion for informational purposes of any acceptance and conveyance of on-site and off-site potable water and or sanitary sewer systems shall be presented to the Board at its next regularly scheduled meeting; however, any failure to discuss said acceptance and conveyance shall not affect the acceptance and conveyance process as set forth in Section 1 above.

**SECTION 3. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

**SECTION 4. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of Corkscrew Farms Community Development District, this 7<sup>th</sup> day of April, 2017.

Attest:

**CORKSCREW FARMS COMMUNITY  
DEVELOPMENT DISTRICT**

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Brian Lamb, Secretary

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Joseph Cameratta, Chairman

**COST-SHARING AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between **THE PLACE AT CORKSCREW, LLC**, a Florida Limited Liability Company, Developer, hereinafter referred to as “THE PLACE”, **CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, hereinafter referred to as “District”, and the **LEE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as “LEE COUNTY”, collectively, “the Parties”,

Whereas, LEE COUNTY currently has a regional sewer system known as the Lee County Utilities Sewer Collection System; and,

Whereas, THE PLACE and DISTRICT are desirous of connecting to said System to ensure the safe and efficient treatment of sanitary sewage; and,

Whereas, the Three Oaks Wastewater Treatment Plant has sufficient capacity to treat the sanitary sewer flow to be collected and,

Whereas, the Corkscrew Overlay Area Wastewater Master Plan prepared by Johnson Engineering dated October 20, 2016 analyzed the development and population projections for the Southeast Lee County Planning Community and the projected improvements needed to serve the residential growth within the Corkscrew Overlay Area; and,

Whereas, Lee County Utilities’ policy is to request that developers oversize certain utility infrastructure to accommodate anticipated flows within the Corkscrew Overlay Area, with the County reimbursing THE PLACE and DISTRICT the costs attributable to the upsized infrastructure requested by Lee County Utilities; and,

Whereas, this “upsizing” policy is in accordance with the Lee County Utilities Design Manual; and,

Whereas, the County finds that the upsized infrastructure will provide a direct benefit to property owners within the Corkscrew Overlay Area; and,

Whereas, THE PLACE and DISTRICT have designed a master pump station to be constructed on the Lee County Pinewoods Water Treatment Plant site to re-pump sanitary sewer flows from The Place and developments east of the Pinewoods plant to the Three Oaks Waste Water Treatment Plant; and,

Whereas, Lee County Utilities is requesting the upsizing of certain components in the master pump station on the Pinewoods site in order to minimize future improvements to benefit other properties in the area; and,

Whereas, to minimize future improvements for the benefit of other properties in the area on the master pump station, LEE COUNTY proposes to pay THE PLACE and DISTRICT the difference between the costs of the master pump station designed to accommodate only the build-out of The Place and the cost of upsized certain components within the master pump station.



NOW THEREFORE, it is hereby agreed between the Parties as follows:

1. The above recitations are incorporated herein and affirmed by the Parties as if set out further at length.
2. THE PLACE and DISTRICT will construct the master pump station with a larger wet well and an air conditioned electrical building to Lee County Utilities' standards, which will connect The Place development and other properties in the area to the existing Lee County Utilities Sewer Collection System.
3. The master pump station will be constructed in accordance with the plans prepared by TKW Consulting Engineers Inc. dated February 27, 2017, which have been reviewed and approved by Lee County Utilities.
4. THE PLACE and DISTRICT will construct the master pump station with upsized certain components and all related appurtenances on the Pinewoods Water Treatment Plant site.
5. THE PLACE and DISTRICT agree to construct said master pump station with reimbursement from Lee County Utilities for the difference between the costs of designing and constructing a master pump station that solely accommodates the build-out of The Place development, and the costs of designing and constructing a master pump station with upsized certain components for other properties in the area.
6. THE PLACE and DISTRICT by this Agreement, will proceed with the construction of a master pump station with upsized certain components and LEE COUNTY will reimburse THE PLACE and DISTRICT for those costs with reimbursement not-to-exceed \$\_\_\_\_\_ for construction of the upsizing, and all related appurtenances, and the reimbursement not-to-exceed \$\_\_\_\_\_ for design of the upsizing. (See attached Cost Estimates).
7. Lee County Utilities will reimburse THE PLACE and DISTRICT within sixty (60) days upon completion and final acceptance of the master pump station with upsized certain components by Lee County Utilities in accordance with Lee County Administrative Code (AC) AC-10-5 and the submittal of the invoice from THE PLACE and DISTRICT to LEE COUNTY, for the actual cost for oversizing the master pump station, not-to-exceed \$\_\_\_\_\_.
8. LEE COUNTY will provide a license to THE PLACE and THE DISTRICT to access the Pinewoods site to undertake the necessary construction activities.
9. THE PLACE and DISTRICT will be responsible for obtaining all required Permits and will ensure compliance with all of Lee County Utilities' regulations and approved plans.
10. Upon final acceptance by Lee County Utilities of the master pump station on the Pinewoods Water Treatment Plant site, the force main along Corkscrew Road from The Place development to the master pump station, and the force main from the master pump station to its connection point on Ben Hill Griffin Parkway, Lee County Utilities will account for the anticipated maximum attainable density of 1,361 Equivalent Residential Units (ERUs) sanitary sewer design flows of The Place development in the existing and conveyed sewer collection system infrastructure (not to include the wastewater treatment plant).
11. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed according to the laws of the State of Florida.
12. This Agreement is not assignable by any party.

13. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all other prior understandings whether written or oral.
14. Should any portion of this Agreement be deemed invalid or unenforceable, it is the intent of the Parties that the remainder of the Agreement will remain in full force and effect.
15. If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including reasonable attorney's fees.
16. Notices to either party should be sent as follows:

If To County:

Lee County Utilities  
1500 Monroe Street  
3<sup>rd</sup> Floor  
Ft Myers, FL 33901-5500

If To The Place at Corkscrew and Corkscrew Farms Community Development District:

Mr. Joseph Cameratta Manager  
4954 Royal Gulf Circle  
Fort Myers, FL 33966

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by the signatures of their duly authorized representatives, below:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

The Place at Corkscrew, LLC  
By: Corkscrew Farms, LLC, a Florida limited liability company, Authorized Member

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME personally appeared \_\_\_\_\_ as Manager of Corkscrew Farms, LLC, a Florida limited liability company who is the Authorized Member of The Place at Corkscrew, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before that he executed this said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DISTRICT  
CORKSCREW FARMS  
COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME personally appeared \_\_\_\_\_ as Chairman of Corkscrew Farms Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before that he executed this said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

By: \_\_\_\_\_  
Office of County Attorney

**ASSIGNMENT REGARDING  
WATER AND WASTEWATER CONNECTION FEES  
(Subphase 1D, Subphase 1E, and Subphase 1F)**

**THIS ASSIGNMENT REGARDING WATER AND WASTEWATER CONNECTION FEES** (this “**Assignment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes (“**District**”), located in Lee County, Florida and **THE PLACE AT CORKSCREW, LLC**, a Florida limited liability company and the primary landowner within the boundaries of the Corkscrew Farms Community Development District (“**Landowner**”). District and Landowner are sometimes collectively referred to herein as the “**Parties**”.

**RECITALS**

**WHEREAS**, District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, Landowner is the owner of certain lands located within the boundaries of the Corkscrew Farms Community Development District known as The Place at Corkscrew (the “**Development**”); and

**WHEREAS**, District has adopted a Master Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016, a copy of which is attached hereto and made a part hereof as **Exhibit “A”** (the “**Engineer’s Report**”), which sets forth a program for the planning, design, acquisition, construction, and installation of various public infrastructure improvements including the payment of water and wastewater connection/capacity fees from Lee County (the “**Connection Fees**”); and

**WHEREAS**, as set forth in that certain correspondence from Lee County dated March 14, 2017 (for Subphase 1D, Subphase 1E and Subphase 1F), together with fee receipt, copies of which are attached hereto and made a part hereof as **Exhibit “B”**, Landowner has previously paid to Lee County the sum of \$889,950.00, which total amount is fifty percent (50%) of the Connection Fees for Subphase 1D, Subphase 1E and Subphase 1F (water for 349 units and wastewater for 349 units) within the Corkscrew Farms Community Development District (“**Phase 1 Portion**”); and

**WHEREAS**, pursuant to (i) that certain Purchase Agreement dated August 26, 2015 between Landowner and Pulte Home Corporation and (ii) that certain Purchase Agreement dated August 21, 2015 between Landowner and Lennar Homes, LLC (Lennar Homes LLC and Pulte Home Corporation shall hereinafter individually be referred to as a “**Builder**” and collectively as the “**Builders**”) (hereinafter the “**Purchase Agreements**”), at the closing of each lot located within the District, Landowner shall be reimbursed by the applicable Builder for any water and sewer connection fees previously paid by Landowner to Lee County applicable to the lot. Excerpts of the applicable obligations under each Purchase Agreement are attached hereto and made a part hereof as “**Exhibit C**”; and

**WHEREAS**, Landowner desires that District finance a portion of the Connection Fees within Phase One of the Development, as identified in the Engineer’s Report, through the use of a portion of the proceeds

of the \$20,000,000.00 of Corkscrew Farms Community Development District Special Assessment Bonds, Series 2016 (Assessment Area One Project) (the “**Series 2016 Bonds**”); and

**WHEREAS**, pursuant to District’s Master Trust Indenture dated as of August 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of August 1, 2016 (collectively, the “**Indenture**”), the portion of Connection Fees financed by the Series 2016 Bonds shall be deposited into the Prepayment Account to proportionately prepay individual lot debt assessments on the Series 2016 Bonds, upon receipt by Landowner pursuant to the Purchase Agreements; and

**WHEREAS**, District and Landowner desire to enter into this Assignment as security and payment for the Series 2016 Bonds, to ensure that the portion of Connection Fees financed by the Series 2016 Bonds are deposited in accordance herein.

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, District and Landowner agree as follows:

**1. INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Assignment.

**2. ASSIGNMENT OF CONNECTION FEES.** Landowner and District agree and acknowledge that a portion of the Connection Fees are being financed by the Series 2016 Bonds, and that such Connection Fees shall be reimbursed by the Builders pursuant to the Purchase Agreements to Landowner. Landowner hereby collaterally assigns, transfers and sets over to District, all of Landowner’s rights relating to the collection and reimbursement of the Connection Fees from the Builders as security for District’s payment to Landowner of the Phase 1 Portion of the Connection Fees. This assignment is absolute and effective immediately. Upon collection of the Connection Fees as to any applicable lot in the Development pursuant to the Purchase Agreements, Landowner shall promptly remit the same to District until such time as the Phase 1 Portion has been repaid. Upon District’s receipt of the Connection Fees, the portion of Connection Fees financed by the Series 2016 Bonds shall be deposited into the Series 2016 Prepayment Account to proportionately repay individual lot debt assessments on the Series 2016 Bonds.

**3. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Assignment shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. District shall be solely responsible for enforcing its rights under this Assignment against any interfering third party. Nothing contained in this Assignment shall limit or impair District’s right to protect its rights from interference by a third party to this Assignment.

**4. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both District and Landowner.

**5. AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of District and Landowner, both District and Landowner have complied with all the requirements of law, and both District and Landowner have full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications under this Assignment (“**Notices**”) shall be in writing and shall hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the Parties, as follows:

- (a)     **If to Landowner:**                     The Place at Corkscrew, LLC  
4954 Royal Gulf Circle  
Fort Myers, Florida 33966  
Attn: Joseph Cameratta
- With a copy to:**                     Pavese Law Firm  
1833 Hendry Street  
Fort Myers, Florida 33901  
Attn: Charles Mann, Esq.
- (b)     **If to District:**                     Corkscrew Farms Community Development District  
c/o Meritus Districts  
5680 W. Cypress St., Suite A  
Tampa, FL 33607  
Attn: District Manager
- With a copy to:**                     Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail N., Suite 300  
Naples, Florida 34103  
Attn: Gregory L. Urbancic, Esq.

Except as otherwise provided in this Assignment, 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 Assignment 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 District and counsel for Landowner may deliver Notice on behalf of District and Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**7. ARM’S LENGTH TRANSACTION.** This Assignment has been negotiated fully between District and Landowner as an arm’s length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either District or Landowner.

**8. THIRD PARTY BENEFICIARIES.** This Assignment is solely for the benefit of District and Landowner 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 Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than District and Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon District and Landowner and their respective representatives, successors, and assigns.

**9. CONTROLLING LAW.** This Assignment and the provisions contained in this Assignment shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**10. EFFECTIVENESS.** This Assignment shall be effective after execution by both District and Landowner.

**11. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to District in connection with this Assignment may be public records and may be treated as such in accordance with Florida law.

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

**12. SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Assignment shall constitute or be construed as a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

**14. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

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

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

**IN WITNESS WHEREOF**, the Parties have executed this Assignment the day and year first written above.

**DISTRICT:**

**CORKSCREW FARMS  
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Brian Lamb, Secretary

By: \_\_\_\_\_  
Joseph Cameratta, Chairman

**DEVELOPER:**

**THE PLACE AT CORKSCREW, LLC,**  
a Florida limited liability company

By: **CORKSCREW FARMS, LLC,**  
a Florida limited liability company,  
its Authorized Member

By: \_\_\_\_\_  
Raymond Blacksmith, Manager

Exhibits:

- Exhibit A:** Master Engineer's Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016
- Exhibit B:** Correspondence from Lee County on Connection Fees (March 14, 2017 (for Subphase 1D, Subphase 1E, and Subphase 1F) together with applicable fee receipt
- Exhibit C:** Excerpts of Purchase Agreements between Landowner and Builders dated August 26, 2016 and August 21, 2016



## **Exhibit “A”**

**MASTER  
ENGINEER'S REPORT**

**FOR**

**CORKSCREW FARMS**

**COMMUNITY DEVELOPMENT DISTRICT**

**January 7, 2016**

***by***

**BARRACO AND ASSOCIATES, INC.  
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# Table of Contents

I. INTRODUCTION	1
1.1 PURPOSE AND SCOPE	1
1.2 DESCRIPTION OF CORKSCREW FARMS	1
FIGURE 1 – LOCATION MAP	3
FIGURE 2 – PHASING PLAN AND LAND USE MAP	4
TABLE 1 –PROJECTED LAND USE AND PROJECT TYPES	5
1.3 THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT	5
1.4 REPORT ASSUMPTIONS	6
II. DEVELOPMENT BOUNDARY	7
2.1 PROPERTY BOUNDARY	7
2.2 EXISTING INFRASTRUCTURE	7
III. PROPOSED PROJECT	8
3.1 PROPOSED DISTRICT INFRASTRUCTURE	8
3.2 DRAINAGE AND SURFACE WATER MANAGEMENT SYSTEM	8
3.3 ONSITE ROADWAYS	10
3.4 OFFSITE UTILITIES AND ROADWAY IMPROVEMENTS	10
3.5 ONSITE UTILITIES	11
3.6 PROFESSIONAL FEES	12
3.7 ENVIRONMENTAL AND WILDLIFE RESTORATION AND MITIGATION	12
IV. OPINION OF PROBABLE CONSTRUCTION COSTS	13
4.1 SUMMARY OF COSTS	13
TABLE 2 – DISTRICT ESTIMATED INFRASTRUCTURE COSTS	13
4.2 DISTRIBUTION OF COSTS	13
TABLE 3 – DISTRIBUTION OF COSTS	13
TABLE 4 – OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES	14
4.3 PERMITS	14
TABLE 5 – PERMITTING MATRIX	15
V. CONCLUSION	15
5.1 SUMMARY	15

## **I. INTRODUCTION**

### **1.1 PURPOSE AND SCOPE**

This Engineer's Report has been prepared to assist with the financing, construction and acquisition of public infrastructure improvements ("the Project") to be undertaken to support development of the ±1,361 acre Corkscrew Farms development (herein, the "Development"). The Development is conterminous with the geographical area of the Corkscrew Farms Community Development District ("the District"); the District is located wholly within, but does not constitute the entire area of, the Development. This report will present a description of major District infrastructure components of the Project, as well as estimates of cost for completing these improvements. The financing of a portion of the Project is expected to be in the form of one or more series of special assessment bonds to be issued by the District (herein the "Bonds"). Any portion of the Project not proposed with the Bonds will be constructed and conveyed to the District by The Place at Corkscrew, LLC (herein, the "Developer").

### **1.2 DESCRIPTION OF CORKSCREW FARMS**

The Corkscrew Farms development is a ±1,361 acre proposed development within unincorporated Lee County, Florida. A site location map is provided in Figure 1. Comprehensive Plan Amendment CPA2015-00001 and Zoning Application DCI2015-00004 were filed concurrently to establish an overlay in the Density Reduction/Groundwater Resource (DR/GR) Future Land Use Category and to rezone to Residential Planned Development (RPD), respectively.

CPA2015-00001 proposed to establish an overlay within the DR/GR to allow for increased residential densities up to a maximum of one dwelling unit per acre. The Lee County Board of County Commissioners (BoCC) reviewed the amendment and recommended its adoption on August 19, 2015. The Florida Department of Economic Opportunity also reviewed the amendment, deeming it sufficient on August 27, 2015 and to become effective September 28, 2015, provided no affected person challenged within those 31 days. No challenges were raised; therefore CPA2015-00001 was adopted and placed in effect on September 28, 2015.

Zoned Agricultural 2 (AG-2), DCI2015-00004 sought to rezone the subject site to RPD to authorize development of a maximum 1,325 dwelling units, with maximum building heights of 45 feet, as well as amenities, buffers, preservation requirements and accessory uses as outlined in Zoning Resolution Z-15-025 and demonstrated on the Master Concept Plan. The Hearing Examiner recommended approval on October

21, 2015, subject to 20 conditions and six deviations (three of which were withdrawn by the applicant). The BoCC considered and approved the rezoning request at the November 18, 2015 hearing.

Located on Corkscrew Road east of the Alico Road intersection, the RPD is the most compatible plan when considering public benefit and surrounding land uses. In addition to constructing 1,325 residential dwelling units, rezoning from AG-2 to RPD will enhance, restore and protect open space, flowways, surface water and groundwater. The site is identified by Lee Plan Map 1, page 4 of 8, as a Tier 1 Priority Restoration (highest priority) property and would benefit from such activities. Furthermore, the land between the residential space and surrounding properties will be designated as preserve and restoration area.

Surrounding zonings include agricultural and residential. The northern edge of the District is bordered by Lee County-owned Southwest Florida International Airport Mitigation Park lands, zoned Agricultural-2. Lands immediately east of the District boundary fall within the Development boundary, with the exception of approximately ±49 acres of AG-2 zoned vacant land owned by Lee County. Beyond the Development boundary to the east is the Corkscrew Mitigation Park, also zoned AG-2, which is owned by the South Florida Water Management District ("SFWMD"). Pepperland, LLC, owns the IPD-zoned agricultural lands southeast of the District. Directly south of the District are privately owned single-family residential properties, zoned AG-2. The southwestern portion of the District is bordered by Old Corkscrew Golf Club, zoned PRFPD. An AG-2 residential community borders the western perimeter of the District.

The Development is anticipated to be constructed in two phases over a six year buildout, to be complete in 2022. Phase 1 includes construction of 628 units, while Phase 2 includes construction of 697 units.

FIGURE 1 — LOCATION MAP

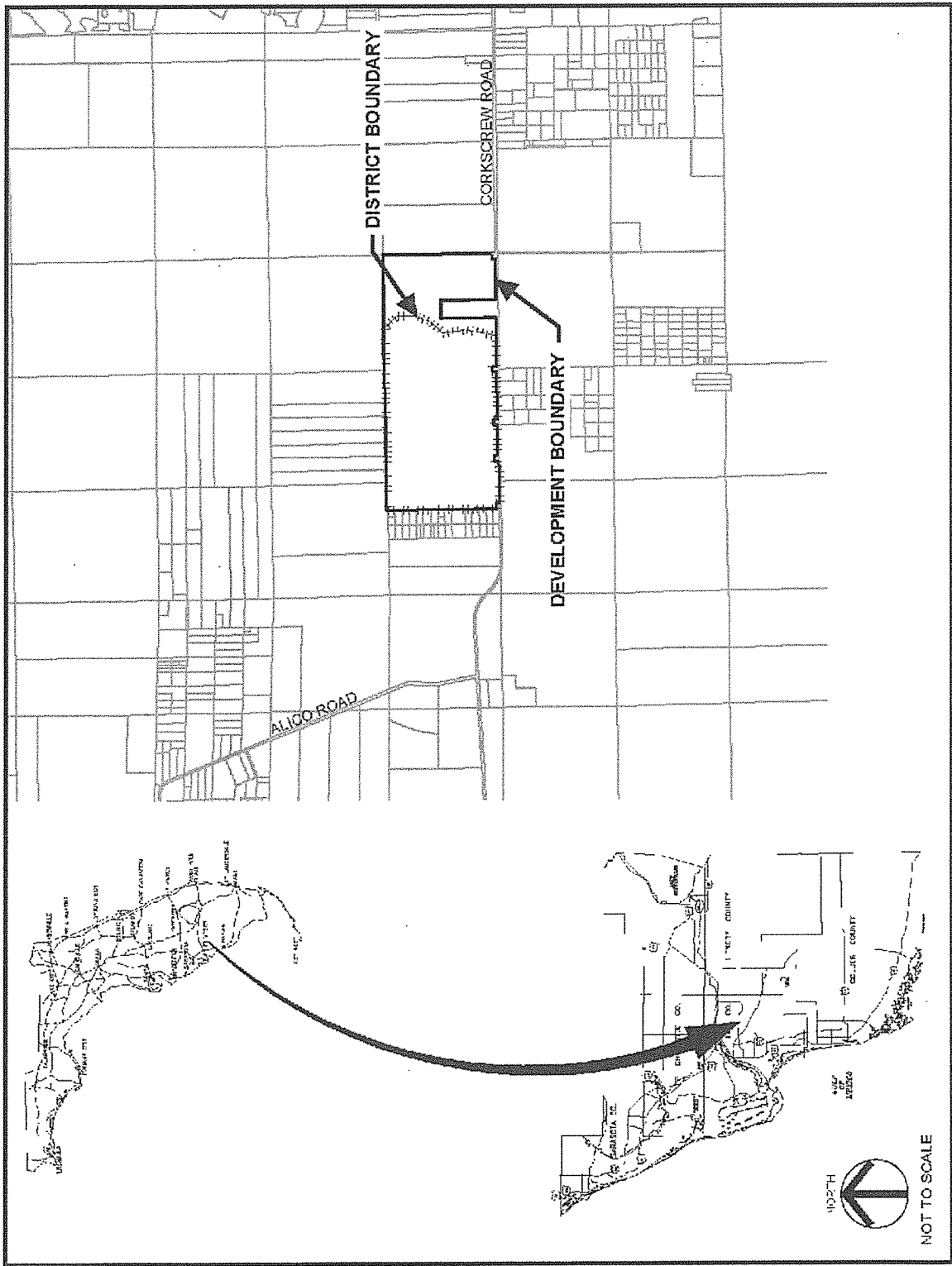


FIGURE 2 – PHASING PLAN AND LAND USE MAP

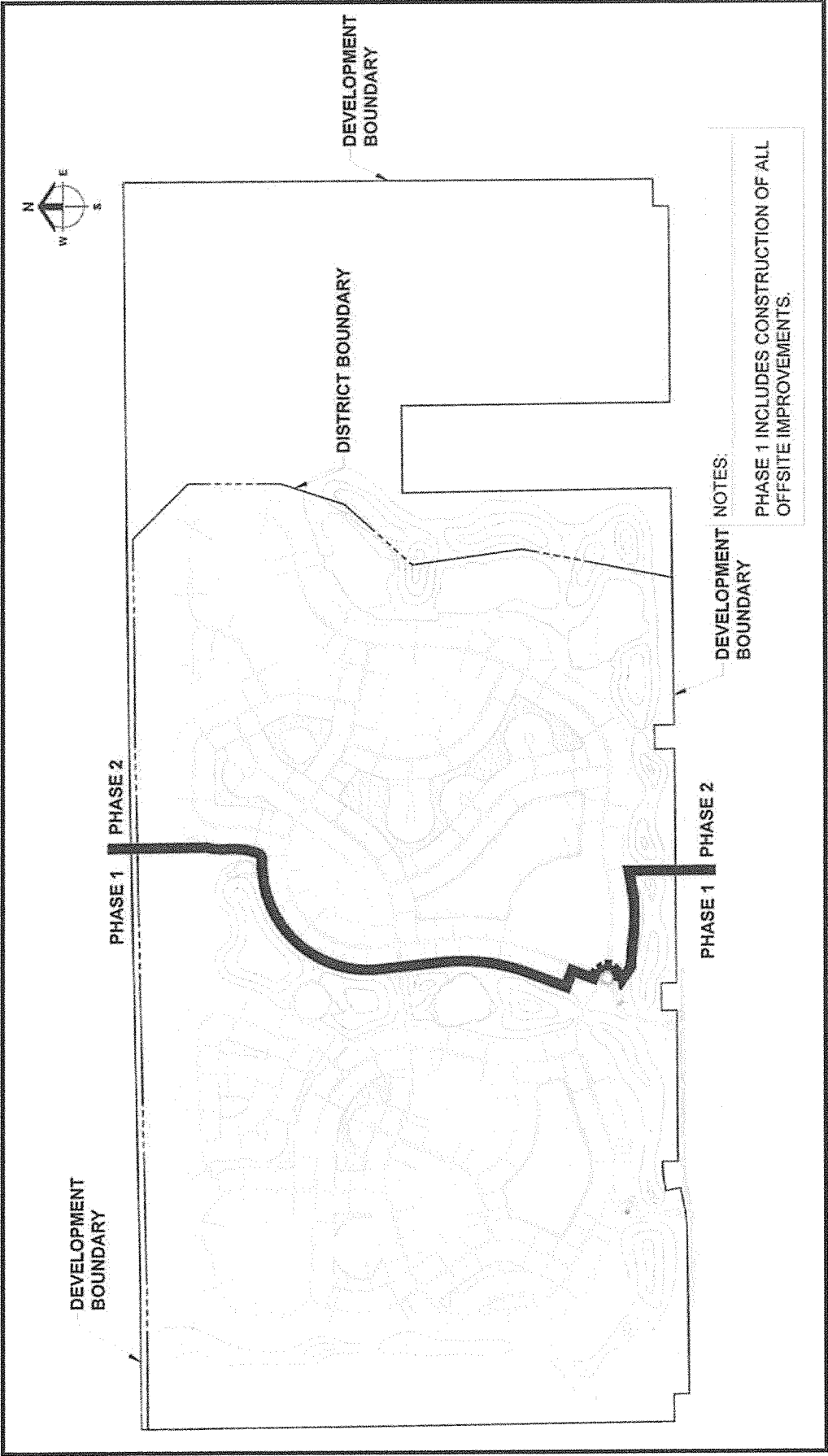


TABLE 1 – PROJECTED LAND USE AND PROJECT TYPES				
	Total Project		District	
Number of Dwelling Units	1,325			
Total Acreage	1,361 ac		999 ac	
<u>Land Use*</u> :				
Lakes	89 ac	6.5%	89 ac	9.0%
Dry Pretreatment	39 ac	3.0%	39 ac	4.0%
Buildings	171 ac	12.5%	171 ac	17.0%
Pavement	74 ac	5.0%	74 ac	7.5%
Open Space (Pervious Area)	216 ac	16.0%	216 ac	21.5%
Preserve	410 ac	30.5%	410 ac	41.0%
Land Outside District	362 ac	26.5%	-	-
TOTAL:	1,361 ac	100%	999 ac	100%

\*Values obtained from SFWMD ERP Submittal

### 1.3 THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT

The petition to establish this District was submitted to Lee County on July 21, 2015. On October 20, 2015, the Lee County Department of Community Development determined the application was sufficient and provided the County Attorney's Office with a staff report for review. The District was created by Ordinance No. 15-16 and enacted by the Board of County Commissioners of Lee County, Florida on December 15, 2015, and became effective on December 16, 2015. The District has been established by and operates in accordance with the Establishing Ordinance, and pursuant to the provisions of Chapter 190, Florida Statutes for the purpose of planning, financing, constructing, operating and maintaining public infrastructure for the lands comprising the community development within the jurisdiction of the District. The District will also possess the authority to issue Bonds for the purpose of acquiring and constructing certain public infrastructure improvements and to levy taxes, assessments, rates and charges to pay for the construction, acquisition, operation and maintenance of the public improvements.

The District consists of 999.01 acres and is located within Sections 19, 23 and 24, Township 46 South, Ranges 26 and 27 East in Lee County, Florida. It is bordered at the north by Southwest Florida International Airport Mitigation Park (AG-2); Corkscrew Mitigation Park (AG-2) to the east; cropland (IPD), Single Family Residential (AG-2) and Old Corkscrew Golf Club (PRFPD) to the south; and Single Family Residential (AG-2) to the west.



The District is governed by a five member Board of Supervisors.

Management of the District shall be performed on a contractual basis by a company specializing in special district management, currently Meritus Districts. The District Manager oversees the operation and maintenance of the District, as supervised by the Board of Supervisors of the District.

#### **1.4 REPORT ASSUMPTIONS**

In the preparation of this report, Barraco and Associates, Inc. relied upon information provided by the current landowner and the Developer. While Barraco and Associates, Inc. has not independently verified the information provided by outside sources, there is no apparent reason to believe the information provided by others is not valid for the purposes of this report.

The Developer has rezoned the property from AG-2 to RPD to allow for a *maximum* 1,325 single family attached and detached dwelling units, as well as townhome dwelling units. The site was originally zoned AG-2. Corresponding applications for a Comprehensive Plan Amendment and Rezone from AG-2 to RDP were submitted in January 2015 and February 2015, respectively. CPA2015-00001 was adopted and placed in effect on September 28, 2015. The Hearing Examiner recommended approval of DCI2015-00004 on October 21, 2015, subject to 20 conditions and six deviations (three of which were withdrawn by the applicant). It was approved by the Lee County BoCC on November 18, 2015. Together the proposed amendment and rezoning will provide additional housing and the associated economic benefits, while enhancing and improving surrounding conservation lands. Conditions of the amendment require mitigation, conservation and restoration of hydrology to its natural historic state, including recreation of historic wetlands, uplands and flowways.

## **II. DEVELOPMENT BOUNDARY**

### **2.1 PROPERTY BOUNDARY**

The Development is located within Sections 19, 23 and 24, Township 46 South, Ranges 26 and 27 East in Lee County, Florida. It is bordered by the Southwest Florida International Airport Mitigation Park to the north; Corkscrew Mitigation Park to the east; cropland, single-family residential and Old Corkscrew Golf Club to the south; and single-family residential to the west.

### **2.2 EXISTING INFRASTRUCTURE**

Extension of existing infrastructure outside of the boundaries of the District will make up a portion of the improvements to be constructed and/or acquired by the District and financed with proceeds from the Bonds. There is no existing infrastructure known to exist on this property.

### **III. PROPOSED PROJECT**

#### **3.1 PROPOSED DISTRICT INFRASTRUCTURE**

The District's Project for public infrastructure improvements (construction and/or acquisition) within the District and outside the District is expected to include, but is not limited to, the following:

- Drainage and Surface Water Management System
- Onsite Roadways
- Offsite Utilities and Roadway Improvements
- Onsite Utilities and LCU - Water/Sewer Connection Fees
- Professional Fees
- Environmental and Wildlife Restoration and Mitigation

The improvements described in this report represent the present intentions of the Developer, as current landowner, and the District, subject to applicable local general purpose government land use planning, zoning and other entitlements. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies including local, state and federal agencies. Subsequently, the actual improvements may vary from the capital improvements in this report. The cost estimate contained in this report has been prepared based upon the best available information, and is based on preliminary designs and current economic conditions. The actual cost may vary depending on the final engineering design, permitting, construction and approvals, as well as economic conditions at the time of construction. The following sections describe the elements which are part of the District's Capital Improvement Project.

#### **3.2 DRAINAGE AND SURFACE WATER MANAGEMENT SYSTEM**

Surface water management lakes will be excavated within the Development during each phase. Subsequently, the excavated material will be utilized for District-funded items. A total of ±89 acres of wet detention lakes is proposed. This fill will be placed, compacted, and spread over District-funded infrastructure improvements. Any balance of excavated material will be placed on the future development portion of the site, as this is considered to be the most cost-effective alternative for disposal of excavated material, given that Lee County Development Code prohibits removal of excavated material from the Project site without Lee County approval. The cost of utilizing excess soil from District excavation including placing, grading and compacting will be the responsibility of the Developer.

Water management lakes will be excavated to at least the minimum size and depth requirements of the SFWMD. Of the total lake acreage, it is currently estimated ±38 acres of lake excavation will occur during Phase I of the Project, and ±51 acres of lake excavation will occur during Phase II.

The water management system will consist of excavated stormwater lakes, culverts, inlets, and stormwater control structures. SFWMD Dewatering Permit number 36-08470-W and Environmental Resource Permit (ERP) Application No. 150924-16, for which a permit number is not yet assigned, is under review by the SFWMD. The ERP is designed to serve the 1,361-acre Development with its proposed 1,325 single-family units, associated amenity center and supporting infrastructure.

Stormwater runoff from the areas within the District will be routed to the surface water management system comprised of interconnected dry detention areas and lakes for water quality treatment and attenuation. The treated stormwater subsequently will be released through a control structure located in each wet detention lake. These control structures will discharge into the adjacent basins or directly into the restoration areas, as depicted in Figure 2. The benefit of these discharge points is two-fold: they provide a positive outfall for the wet detention lakes, as well as provide hydration to the preserve areas. Per SFWMD regulations, the preserve areas must be prepared to accept treated discharge. This is accomplished mainly through removal of exotic vegetation in the preserve areas.

The surface water management system has been designed in accordance with the SFWMD Applicant's Handbook Volume II. These regulations set minimum criteria for water quality treatment and flood protection. The surface water management areas are designed to attenuate the 25-year, 3-day rainfall event. Roadways will be designed at or above the estimated 5-year, 1-day rainfall event stage.

A sediment and erosion control plan will be prepared and implemented with Phase I construction. When Phase II construction is ready to commence, an updated and all-inclusive sediment and erosion control plan will be prepared and implemented. Sediment and erosion control includes slope and outfall protection, such as hay bales, staked silt fences and floating turbidity barriers. A National Pollutant Discharge Elimination System (NPDES) permit must be obtained for construction activities, including a Stormwater Pollution Prevention Plan.

### **3.3 ONSITE ROADWAYS**

Roadways within the District will consist of two-lane undivided, two-lane divided, and four-lane divided sections. Roadways will serve the District in its entirety, including access entering and exiting the community via existing Corkscrew Road. Roadways within the District will be public, therefore operated and maintained by the District. They will be constructed within platted rights-of-way dedicated to the District for operation and maintenance. As required by state and federal law, roadways will be open to the public.

Construction of the roadways will consist of stabilized subgrade, limerock, asphalt (initial lift and final lift), signing and striping. Roadways are designed in accordance with Lee County requirements, and will include landscaping, hardscaping, irrigation, master electrical and street lighting, and sidewalks.

Landscaping and irrigation provided for the roadways, perimeter berms and entrance features will be owned and maintained by the District. Existing native vegetation will be preserved and incorporated into the landscape plan where possible, and will consist of sod, annual flowers, shrubs, groundcover, littoral plants and trees.

A total of approximately 11.12 miles of public roadway will be constructed at Project buildout: 5.39 miles in Phase 1 and 5.73 miles in Phase 2. No roadway has been constructed within the community to date.

### **3.4 OFFSITE UTILITIES AND ROADWAY IMPROVEMENTS**

Offsite utility and roadway improvements are required by Lee County Comprehensive Plan Amendment CPA2015-00001, Zoning Resolution No. Z-15-016 and/or local development approval for the Project.

Installation of offsite utilities, including water and sewer transmission mains and a master lift station, is proposed within the Lee County right-of-way to serve the Development and improve the current Lee County Utilities ("LCU") system. Application for Limited Review Development Order, LDO2015-00570, was submitted to Lee County on September 17, 2015 and is under review. LDO2015-00570 allows for the improvements, including replacing portions of the forcemain and watermain along Ben Hill Griffin Parkway beginning approximately at Everblades Parkway/Grande Oaks Boulevard running south to Corkscrew Road and along Corkscrew Road from Ben Hill Griffin Parkway east to approximately Old Corkscrew Golf Club.

Offsite roadway improvements include construction of auxiliary and acceleration lanes to manage increased traffic flows and enhance safety. Auxiliary lanes serving the Development are proposed to be added at the

entrances and exits on Corkscrew Road. Acceleration lanes and turn lanes may be constructed as safety improvements at Alico Road, as well as at the Corkscrew Shores and The Preserve at Corkscrew developments to continue to allow westbound traffic to exit these communities and safely merge into westbound Corkscrew Road traffic. Landscaping and irrigation adjacent to offsite roadways are included in offsite roadway improvements, and will be owned and maintained by the District. Ownership and maintenance of all offsite improvements will be conveyed to Lee County upon completion and certification, as applicable.

### **3.5 ONSITE UTILITIES**

The District-funded utilities within the Development will consist of water and wastewater lines. These systems will be designed and constructed in accordance with LCU, Florida Department of Environmental Protection (“FDEP”), and Lee County Department of Health (“LCDOH”) standards. The turnover of completed utilities by the District to LCU will take place upon completion of construction of these facilities. LCU will also act as the supplier of water to the water distribution systems, as well as the collector of the wastewater from the wastewater collection system. LCU requires water and sewer connection/capacity fees for all new utility line extensions. Half of these fees must be paid prior to construction, and the balance is due when the system is cleared for use and placed in service. These connection fees are included in the funding estimates and may be financed in whole or in part by the District. If the Developer pays the connections fees on the behalf of the District, these fees will be considered a reimbursable item.

The potable water facilities will include transmission and distribution lines, along with the necessary valves, fire hydrants and water services to individual buildings and parcels. It is currently estimated a total of approximately 73,250 lineal feet of watermain will be constructed; it is anticipated Phases I and II will include 42,650 lineal feet and 30,600 lineal feet of water main, respectively.

The wastewater facilities will include individual sewer services, force mains, and four lift stations. The system will be designed with three of the lift stations discharging sewage to a master lift station, which will pump to offsite LCU infrastructure. In Phase I, it is currently estimated approximately 30,160 lineal feet of sanitary sewer, approximately 27,036 lineal feet of force main and three lift stations, including the master lift station, will be constructed. Phase II is anticipated to require approximately 27,840 lineal feet of sanitary sewer, approximately 5,784 lineal feet of force main and one lift station.

### **3.6 PROFESSIONAL FEES**

Professional fees include the estimated cost for design, construction management, and other professional services of all components of the District infrastructure and also includes other expenses, such as permit application fees.

### **3.7 ENVIRONMENTAL AND WILDLIFE RESTORATION AND MITIGATION**

Environmental consideration influenced the design of this Project to reduce or eliminate direct and secondary impacts, as well as preserve and restore the ecological integrity to the greatest extent possible within the design parameters. Measures taken to reduce wetland impacts will result in a greater long term ecological value than that to be adversely affected. Proposed preservation and restoration activities are anticipated to provide a net benefit to water quality and as such, enhance aquatic vegetation and wildlife habitat. These restoration activities will also re-establish and revitalize wetland flowways.

A wetland mitigation plan has also been devised to enhance wetland functions. Based on a Uniform Mitigation Assessment Methodology Analysis performed on the site, the functional loss associated with development impacts is significantly exceeded by the increased wetland functionality resulting from implementation of the proposed mitigation plan.

Collaborative effects of the mitigation plan significantly offsets direct and secondary wetland impacts, which are further reduced by the placement of ±102.33 acres (99.6%) of the site's wetlands under conservation easement. Wildlife mitigation to offset impacts will also be performed. The cost of panther credits is considered a Developer-funded cost.

#### IV. OPINION OF PROBABLE CONSTRUCTION COSTS

##### 4.1 SUMMARY OF COSTS

Table 2 presents a summary of estimated costs of public improvements comprising the Project as described in Section 3 of this report. The estimates shown in Table 2 do not include the financing, operation, maintenance services or bond issuance costs necessary to finance and maintain the District infrastructure. All estimates are given in 2015 dollars and no inflation factor has been provided for the time value of money. These costs do not include any land values that may be associated with the possible acquisition of interests in certain lands relating to the infrastructure described in this Report.

TABLE 2 – DISTRICT ESTIMATED INFRASTRUCTURE COSTS	
Phase	Estimated Construction Cost
I	\$30,300,000.00
II	\$20,700,000.00
<b>Total</b>	<b>\$51,000,000.00</b>

##### 4.2 DISTRIBUTION OF COSTS

Section 3 of this report described the proposed public infrastructure comprising the Project, of which a portion will be funded by Bonds. For the purpose of the cost estimates presented in this section, the following seven categories have been established which contain groupings and associated costs by phase of the various items described in Section 3.1:

TABLE 3 – DISTRIBUTION OF COSTS		
Item	Phase 1	Phase 2
Drainage and Surface Water Management System	\$5,000,000.00	\$5,850,000.00
Onsite Roadways	\$5,840,000.00	\$3,000,000.00
Onsite Utilities	\$7,900,000.00	\$9,100,000.00
Off-Site Utilities and Roadway Improvements	\$5,210,000.00	\$100,000.00
Professional Fees	\$2,300,000.00	\$1,000,000.00
Environmental and Wildlife Restoration and Mitigation	\$4,050,000.00	\$1,650,000.00
<b>Totals</b>	<b>\$30,300,000.00</b>	<b>\$20,700,000.00</b>

Drainage includes preparing the site via clearing, grubbing, excavation and placement of excavated fill, followed by surface water management. Surface water management includes curbing, storm sewer structures, and piping. Utilities include both gravity and transmission sanitary sewer and potable water main. Landscaping includes planting and landscaping improvements.



Table 4 summarizes various ownerships for the design components listed in this report. The “financing entity” is the entity responsible for funding and constructing each infrastructure component. Upon completion of construction and final certification, the infrastructure component will then be turned over to the “operation and maintenance entity.”

<b>TABLE 4 – OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES</b>			
<b>Proposed Infrastructure Improvements</b>	<b>Ownership</b>	<b>Financing Entity</b>	<b>Operation &amp; Maintenance Entity</b>
Surface Water Management System	CFCDD	CFCDD	CFCDD
Offsite Roadway Improvements	LCDOT	CFCDD	LCDOT
Onsite Roadways	CFCDD	CFCDD	CFCDD
Potable Water Distribution System	LCU	CFCDD	LCU
Wastewater Collection System	LCU	CFCDD	LCU
Landscape and Irrigation	CFCDD	CFCDD	CFCDD
Environmental Restoration Mitigation Improvements	CFCDD	CFCDD	CFCDD
CFCDD = Corkscrew Farms Community Development District			
LCDOT = Lee County Department of Transportation			
LCU = Lee County Utilities			

### 4.3 PERMITS

Federal, state, and local permits and approvals are required prior to the construction of site infrastructure. Permits and permit modifications are considered a part of the normal design and permitting process, and may be applied for at the time the improvement is undertaken.

All permits known to be required for construction of the Project’s main infrastructure are either in effect or considered obtainable within the normal course of construction plan development and permit applications and processing.

TABLE 5 – PERMITTING MATRIX					
Agency	Type of Permit	Permit Number	Issue Date	Expiration	Status
South Florida Water Management District (SFWMD)	Environmental Resource Permit (ERP)	Application No. 150924-16	TBD	TBD	Received 1 <sup>st</sup> RAI on 10/23/2015
SFWMD	Water Use Permit	36-08470-W	TBD	TBD	Received 1 <sup>st</sup> RAI on 10/15/2015
Florida Department of Environmental Protection (FDEP)	NPDES NOI	TBD	TBD	TBD	TBD
FDEP	Sewer Transmission System	TBD	TBD	TBD	TBD
Florida Department of Health (FDOH)	Water Distribution Lines	TBD	TBD	TBD	TBD
Lee County (Onsite Roadway)	Development Order	TBD	TBD	TBD	TBD
Lee County (Offsite Roadway)	Development Order	TBD	TBD	TBD	TBD
Lee County (Offsite Utility)	Limited Development Order	LDO2015-00570	TBD	TBD	Under Review
Lee County	Vegetation Permit	VEG2015-00381	10/13/15	10/13/16	Approved
Lee County	Zoning Resolution	DCI2015-00004	11/18/15	N/A	Approved
Lee County	Comprehensive Plan Amendment	CPA2015-00001	09/28/15	N/A	Approved
Army Corps of Engineers	Dredge and Fill	TBD	TBD	TBD	Under Review

## V. Conclusion

### 5.1 Summary

The Corkscrew Farms development is a ±1,361 acre proposed development consisting of 1,325 residential units with associated infrastructure within unincorporated Lee County, Florida. The Corkscrew Farms Community Development District is comprised of 999.01 acres and was established on December 15, 2015 with the purpose of planning, financing, constructing, operating and maintaining public infrastructure for the lands comprising the community development within the jurisdiction of the District. It possesses the authority to issue Bonds for the purpose of acquiring and constructing certain

public infrastructure improvements. Such improvements include drainage and surface water management system, onsite roadways and utilities, offsite roadway and utility improvements, professional fees, and environmental and wildlife restoration and mitigation, as described throughout Section 3 of this report. The benefit of improvements provided by the Bonds for the District is anticipated to be greater than the cost of the Project.

## **Exhibit “B”**



LEE COUNTY  
SOUTHWEST FLORIDA

100 %  
vt. 1.5

**ESTIMATED FEE QUOTE - CALCULATION OF CONNECTION/CAPACITY FEES TO BE PRE-PAID**

**--THIS PAGE TO BE COMPLETED BY LEE COUNTY UTILITIES PERSONNEL--**

**PROJECT NAME: THE PLACE, PHASES 1D, 1E, AND 1F STRAP #: 24-46-26-00-00001.0000**

**QUOTE TO: DANIEL C. HARTLEY, P.E. - J.R. EVANS ENGINEERING, P.A. EMAIL: DAN@JREVAENGINEERING.COM**

**DOS 2016-00013 LCU2017-00023**

**--PLEASE NOTE: THIS PROJECT WILL BE REQUIRED TO FOLLOW THE MOST CURRENT APPROVED SECTIONS OF LEE COUNTY UTILITIES DESIGN MANUAL/OPERATIONS MANUAL--**

TYPE OF CONNECTION	METER SIZE	UNITS/ GPD*	WATER		UNITS/ GPD*	WASTEWATER	
<b>SINGLE-FAMILY RESIDENTIAL ***</b> (INDIVIDUALLY METERED RESIDENTIAL UNITS)		349	X	\$2,440.00 = \$851,560.00	349	X	\$2,660.00 = \$928,340.00
MULTI-FAMILY RESIDENTIAL (MASTER-METERED RESIDENTIAL UNITS)		0	X	\$1,952.00 = \$ 0.00	0	X	\$2,128.00 = \$ 0.00
RV (MASTER-METERED UNITS)		0	X	\$976.00 = \$ 0.00	0	X	\$1,064.00 = \$ 0.00
COMMERCIAL, INDUSTRIAL, OTHER **  * GALLON PER DAY ** BASED ON ESTIMATED FLOWS IN GPD *** MINIMUM 250 GPD (1 ERU)		0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
		0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
		0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
		0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
		0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
		0	X	\$9.76 = \$ 0.00	0	X	\$10.64 = \$ 0.00
IRRIGATION ** & ***		0	X	\$9.76 = \$ 0.00			
NUMBER OF LIFT STATIONS (1 ERU/250 GPD FOR EACH WATER SERVICE)		0	X	\$2,440.00 = \$ 0.00			
<b>SUB-TOTAL</b>				<b>\$851,560.00</b>			<b>\$928,340.00</b>
<b>50% FEES</b>				<b>\$425,780.00</b>			<b>\$464,170.00</b>
<b>TOTAL 50% WATER AND 50% WASTEWATER FEES</b>							<b>\$889,950.00</b>
<b>PLAN REVIEW FEES: (ESTIMATED COST OF CONSTRUCTION X 1% OR \$790.00 WHICHEVER IS GREATER)</b>							<b>\$17,560.11</b>
<b>DUE UPON FIRST SUBMITTAL: 50% WATER, 50% WASTEWATER, 100% REVIEW FEES</b>							<b>\$907,510.11</b>
<b>DUE UPON FINAL SUBMITTAL: REMAINING 50% WATER &amp; REMAINING 50% WASTEWATER</b>							<b>\$914,950.00</b>
Please Note: The Remaining 50% Water And 50% Wastewater Fees Are Due Prior To Placing The System Into Service							

**PLEASE MAKE CHECKS PAYABLE TO 'LEE COUNTY BOCC'**

**--THIS QUOTE IS SUBJECT TO CHANGE UPON REVIEW OF PROJECT AND/OR CHANGE IN DEVELOPMENT--**

**--PRIOR TO ISSUING RESIDENTIAL AVAILABILITY LETTERS THE FOLLOWING FEES WILL BE REQUIRED BY LEE COUNTY UTILITIES:**

**100% OF THE CAPACITY FEES, METER SET FEE, & SECURITY DEPOSITS--**

Completed by: Mary McCoskey Date: 3/13/17 Reviewed by: Susan Fernandez Date: 3/14/17

**PLEASE NOTE:** The County reserves the right to review the amount of water and/or sewer usage during the course of a customer's service and shall bill to the owner or customer for any adjustments to the water and sewer Connection Fee for capacity use in excess of the amount paid by the owner or customer. Any additional Connection Fee payments shall be billed to the owner or customer at the same rate that was initially charged at the time of service application. (Lee County Resolution 11-08-26 adopted by the Board of County Commissioners on August 9, 2011)

## **Exhibit “C”**