

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
DECEMBER 13, 2017**

CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT AGENDA
WEDNESDAY, DECEMBER 13, 2017
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 Yano
	Supervisor	Vacant
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 seventh 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 ninth section is called **Administrative Matters**. The Administrative Matters section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The tenth 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 **December 13, 2017 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. Consideration of 2018-05; Supplemental Assessment..... Tab 01
 - B. Consideration of the Ancillary Bond Closing Documents..... Tab 02
 - i. Acquisition Agreement..... Page 08
 - ii. Completion Agreement Page 18
 - iii. True-Up Agreement..... Page 25
 - iv. Collateral Assignment Page 35
 - v. Declaration of Consent Page 44
 - vi. Lien of Record Page 48
 - vii. Bond Purchase Contract Page 51
 - viii. Mortgagee Acknowledgement..... Page 89
 - C. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Board of Supervisors Meeting Minutes November 15, 2017..... Tab 03
 - B. Consideration of Board of Supervisors Public Hearing Minutes November 29, 2017 Tab 04
 - C. Consideration of Operations and Maintenance Expenditures November 2017 Tab 05
 - D. Review of Financial Statements Month Ending October 31, 2017..... Tab 06
- 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

RESOLUTION NO. 2018-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING RESOLUTION 2018-04 WHICH RESOLUTION PREVIOUSLY EQUALIZED, APPROVED, CONFIRMED, IMPOSED AND LEVIED SPECIAL ASSESSMENTS ON AND PECULIAR TO PROPERTY SPECIALLY BENEFITED (APPORTIONED FAIRLY AND REASONABLY) BY THE DISTRICT'S PROJECTS; APPROVING AND ADOPTING THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT, ASSESSMENT AREA TWO PREPARED BY MERITUS DISTRICTS AND DATED NOVEMBER 6, 2017, WHICH SETS FORTH THE SPECIFIC TERMS OF THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2017 (ASSESSMENT AREA TWO PROJECT); PROVIDING FOR THE SUPPLEMENTATION OF THE SPECIAL ASSESSMENTS AS SET FORTH IN THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Corkscrew Farms Community Development District (the "Board") and the "District" respectively) has determined to proceed at this time with the sale and issuance of \$28,000,000 Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "Series 2017 Bonds") pursuant to the delegation resolution known as Resolution 2017-03 adopted by the Board on November 15, 2017; and

WHEREAS, the Series 2017 Bonds will be issued under and pursuant to a Master Trust Indenture, dated as of August 1, 2016 (the "Master Indenture"), between the District and U.S. Bank National Association (the "Trustee"), as amended and supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2017, between the District and the Trustee (the "Supplemental Indenture"). The Master Indenture and the Supplemental Indenture are sometimes collectively referred to herein as the "Indenture"; and

WHEREAS, the Board has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements described in Resolution 2018-01 (the "Project") and to finance a portion of the Project through the imposition of special assessments on benefited property within the District; and

WHEREAS, the District previously adopted Resolution 2018-04, equalizing, approving, confirming, imposing and levying special assessments on the property specially benefited by the Project within Assessment Area Two of the District as described in Resolution 2018-04 (the "Assessments") for the purpose of generating funds to repay the Series 2017 Bonds, which Resolution is still in full force and effect; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2018-04 relating to the Assessments, this Resolution sets forth the terms of the Assessments for the Series 2017 Bonds, adopts a final assessment roll for the Series 2017 Bonds consistent with the final terms of the Series 2017 Bonds to be issued by the District, and ratifies and confirms the lien of the levy of the Assessments securing the Series 2017 Bonds.

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

SECTION 1. DEFINITIONS. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in Resolution 2018-04.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 190, Florida Statutes, including without limitation, Sections 190.021 and 190.022, Florida Statutes; Chapter 170, Florida Statutes including without limitation, Section 170.08, Florida Statutes; and Chapter 197, Florida Statutes including, without limitation, Section 197.3632, Florida Statutes; and Resolution 2106-28.

SECTION 3. FINDINGS. As a supplement to the findings set forth in Resolution 2018-04, the Board of the District hereby finds and determines as follows:

a. The above recitals are true and correct and are incorporated herein by this reference.

b. On November 29, 2017, the District, after due notice and public hearing, adopted Resolution 2018-04, which, among other things, equalized, approved, confirmed and levied the Assessments on property specially benefiting from the Project authorized by the District.

c. That certain Corkscrew Farms Community Development District First Supplemental Assessment Methodology Report, Assessment Area Two prepared by Meritus Districts and dated November 6, 2017, a copy of which attached hereto and made a part of this Resolution as Exhibit "A" (the "First Supplemental Assessment Report"), applies the methodology previously approved for the benefited parcels under Resolution 2018-04 to the terms of the Series 2017 Bonds pursuant to the Corkscrew Farms Community Development District Master Special Assessment Methodology Report, Assessment Area 2 prepared by District Management Services and dated October 27, 2017 ("Master Assessment Report"), and establishes an assessment roll for the Series 2017 Bonds.

d. The Project to be funded, in part, by the Series 2017 Bonds, will specially benefit the benefited parcels within Assessment Area Two as reflected in the assessment roll in the First Supplemental Assessment Report. The Board previously determined pursuant to Resolution 2018-04 that it is reasonable, proper, just and right to assess the costs of these improvements financed with the Series 2017 Bonds on the benefitted parcels within Assessment Area Two.

e. The sale, issuance and closing of the Series 2017 Bonds, and the confirmation of the Assessments on the benefited parcels within Assessment Area Two, are in the best interests of the District.

f. The issuance and sale of the Series 2017 Bonds, the adoption of all resolutions relating to the Series 2017 Bonds, and all actions taken in furtherance of the closing on the Series 2017 Bonds, are declared and affirmed as being in the best interest of the District and are hereby ratified, approved and confirmed.

SECTION 4. FIRST SUPPLEMENTAL ASSESSMENT REPORT; ALLOCATION AND APPORTIONMENT OF ASSESSMENTS SECURING SERIES 2017 BONDS. The Board hereby adopts the First Supplemental Assessment Report. The Assessments shall be allocated and apportioned in accordance with the Master Assessment Report, which allocation and apportionment shall be on the

benefited parcels within Assessment Area Two. The assessment roll in the First Supplemental Assessment Report reflects the actual terms of the Series 2017 Bonds and is hereby adopted by the District. The lien of the Assessments securing the Series 2017 Bonds shall be on the lands within Assessment Area Two described in the Master Assessment Report, as supplemented by the First Supplemental Assessment Report, and such lien is ratified and confirmed.

SECTION 5. IMPROVEMENT LIEN BOOK. The Assessments on and peculiar to the parcels specifically benefited by the Project, all as previously equalized, approved, confirmed and imposed and levied pursuant to Resolution 2018-04, are hereby modified as specified in the final assessment roll set forth in Exhibit "A" of the First Supplemental Assessment Report. Immediately following the adoption of this Resolution, the Assessments shall be recorded by the Secretary of the Board of the District in its Improvement Lien Book or similar District official document. The Assessments against each respective parcel shown on the final assessment roll and interest, costs and penalties thereon, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles and claims.

SECTION 6. SEVERABILITY. If any section or part of a section of this Resolution is 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.

SECTION 7. CONFLICTS. This Resolution is intended to supplement Resolution 2018-04, which remains in full force and effect except to the extent modified herein. This Resolution and Resolution 2018-04 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of Corkscrew Farms Community Development District, this 13th day of December, 2017.

**CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Brian Lamb, Secretary

Joseph Cameratta, Chairman

Exhibit A: Corkscrew Farms Community Development District First Supplemental Assessment Methodology Report, Assessment Area Two prepared by Meritus Districts and dated November 6, 2017

Exhibit "A"

AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY

THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY (this “**Agreement**”) is made and entered into as of this _____ day of December, 2017, by and between **CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Meritus Districts, 5680 W. Cypress St., Suite A, Tampa, FL 33607 (the “**District**”), and **CFEE LAND INVESTMENTS-SUB, LLC**, a Florida limited liability company and landowner in the District, whose address is 4954 Royal Gulf Circle, Fort Myers, Florida 33966 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, 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, the Landowner is the owner of certain lands in Lee County, Florida, located within the boundaries of the District; and

WHEREAS, the District has adopted and approved a program of public infrastructure improvements (the “**CIP**”) as described in that Master Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016, as supplemented by that certain Supplement #1 to Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. bearing revision date November 27, 2017 (collectively, the “**Engineer’s Report**”), which Engineer’s Report is incorporated herein by reference. The CIP will be implemented in two phases, with the portion of the CIP to be constructed during the second phase being referred to herein as the “**Assessment Area Two Project**”; and

WHEREAS, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of the Assessment Area Two Project (the “**District Improvements**”) through the sale of special assessment bonds to be known as the Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the “**Bonds**”); and

WHEREAS, the District desires to either (i) acquire certain portions of the District Improvements within the Assessment Area Two Project from the Landowner on the terms and conditions set forth herein; or (ii) design, construct and install certain portions of the District Improvements within the Assessment Area Two Project on its own account; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the District Improvements (the “**Work Product**”); and

WHEREAS, the District acknowledges the Landowner’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in the Engineer's Report until such time as the District has closed on the sale of the Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Landowner from implementing its planned development program, the Landowner has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the District Improvements; and

WHEREAS, the Landowner is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Landowner's right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

WHEREAS, the Landowner acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product; and

WHEREAS, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, further, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing of the District's Bonds, the Landowner has commenced construction of some portion of the District Improvements; and

WHEREAS, the Landowner agrees to convey to the District all right, title and interest in the portion of the District Improvements completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Bonds (or as otherwise provided for herein) when and if available; and

WHEREAS, some of the Improvements to be acquired by the District may include the acquisition of the Landowner's fee simple interest in certain real property within and outside of the District as described in the Engineer's Report (the "**Real Property**"); and

WHEREAS, except as to the specific acquisitions of Real Property described in the Engineer's Report, in conjunction with the acquisition of the other District Improvements, the Landowner will convey to the District interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

WHEREAS, the Landowner acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed (including, without limitation, the Real Property) for any and all lawful public purposes (except as provided for in this Agreement); and

WHEREAS, the District and the Landowner are entering into this Agreement to ensure the timely provision of the Assessment Area Two Project and the development.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Work Product.** The District agrees to pay the reasonable cost incurred by the Landowner in preparation of the Work Product, subject to and in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the Board of Supervisors of the District (the “**District’s Board**”) the total amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District’s Trustee for the Bonds. In the event that the Landowner disputes the District Engineer’s opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the District’s Trustee for the Bonds.

A. Subject to the provisions of Section 6, the Landowner agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District’s Board pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

B. The Landowner acknowledges the District’s right to use and rely upon the Work Product for any and all purposes.

C. The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer’s Report.

D. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

3. **Acquisition of District Improvements.** The Landowner has constructed, is constructing, or is under contract to construct and complete certain District Improvements. The District agrees to acquire the District Improvements, including but not limited to those portions of the District Improvements which have been commenced or completed prior to the issuance of the Bonds. When a portion of the District Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District; (iii) evidence of title acceptable to the District, describing the nature of

Landowner's rights or interest in the District Improvements being conveyed, and stating that the District Improvements are free and clear of all liens (other than those in favor of the District) and mortgages, and free of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence that all governmental permits and approvals necessary to install the applicable District Improvements have been obtained and that the applicable District Improvements have been built in compliance with such permits and approvals; and (v) any other releases, indemnifications or documentation as may be reasonably requested by the District. The District Engineer in consultation with the District's Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the District Improvements intended to be transferred, subject to the provisions of Section 6.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental body, then the Landowner agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

B. Subject to the provisions of Section 6, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

C. At the time of conveyance by the Landowner of the Landowner's rights or interest in the District Improvements, the District Improvements being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and Landowner shall, as its sole warranty, warrant to the District and any government entity to which the District Improvements may be conveyed by the District, guaranteeing the District Improvements against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

D. The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

E. In connection with the acquisition of District Improvements, the Landowner will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. This subsection will not apply to the acquisition of specific portions of Real Property described in the Engineer's Report. Section 4 below will apply with respect to said Real Property. However, any other real property interests necessary for the functioning of the District Improvements to be acquired under this Section and to maintain the tax-exempt status of the Bonds (it being acknowledged that all District Improvements must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the District Improvements have been or will be constructed or which otherwise facilitates the operation and maintenance of the District Improvements. Such dedication or conveyance shall be at no cost to the District. The Landowner agrees to provide to the District the following: (i) appropriate special warranty deeds or

other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Landowner's rights or interest in the District Improvements being conveyed, and stating that the District Improvements are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Landowner and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands which remain in the Landowner's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation; provided, however, no land transfer shall be accomplished if the same would impact the use of the District Improvements or the tax-exempt status of the Bonds. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Landowner. The Landowner agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

4. Acquisition of Real Property. With respect to any acquisition of the Landowner's fee simple interest in Real Property as described in the Engineer's Report, the Landowner shall convey such Real Property to the District by special warranty deed. Prior to conveyance, the Landowner shall provide the District with evidence of title acceptable to the District as to its fee simple ownership of the Real Property and showing that the District Improvements are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable. The amount the District shall pay the Landowner for the acquisition of Real Property shall be an amount which is lower than the Landowner's actual cost of the Real Property or its reasonable fair market value as determined by an appraisal which shall be obtained by the District and performed by an appraiser selected by the District.

5. Assignment of Construction Contracts. Subject to any limitation under Florida law and the conditions set forth herein, the District agrees to accept an assignment of construction contracts for District Improvements in an expeditious manner should Landowner request that the District assign any construction contracts for District Improvements. Acceptance of such assignment shall be predicated upon (i) the District having sufficient funds from the Bonds available at the time of the request, in the sole determination of the District, to properly and lawfully complete the requested District Improvements; (ii) each contractor providing a bond or other security in the form and manner required by Section 255.05, Florida Statutes; (iii) receipt by the District of a Landowner's affidavit, in a form acceptable to the District's Counsel, relating to certain obligations to be fulfilled by Landowner prior to the District accepting the assignment; (iv) a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing and recording of the bond or other security required by Section 255.05, Florida Statutes, and waiving any and all claims against the District arising as a result of or connected with such assignment; and (v) the Landowner providing such other documentation as may be requested by the District in connection with the Landowner's request. The Landowner hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District in connection with or as a result of this assignment by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each Construction Contract and including claims by members of the public as such claims relate to the period of time prior to the District's acceptance of the assignment.

6. Payment by District. Payment for the Work Product and the District Improvements (including the Real Property) described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the Trust Indenture relating thereto. To the extent any District Improvements are acquired by the District in

advance of proceeds of Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such District Improvements (“**Advanced Improvements**”), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Landowner at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Landowner agree to take such action as is reasonably necessary to memorialize the costs certified by the District Engineer for any such Advanced Improvements, which may include execution of a promissory note in a form acceptable to the District; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Bonds, the District shall pay the cost certified by the District Engineer to the Landowner; provided, however, in the event the District’s bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Landowner acknowledges that there may not be sufficient funds available from the issuance of the Bonds for the reimbursement of all or a portion of the costs of such Advanced Improvements, and, notwithstanding anything in this Agreement to the contrary, the District’s payment obligations will be limited consistent with this Section to the extent of available proceeds from Bonds actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Bonds or other indebtedness of any particular amount. If within three (3) years after the Effective Date of this Agreement, the District does not or cannot issue the Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the Landowner the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

7. Limitation on Acquisitions/Completion Agreement. The Landowner and the District agree and acknowledge that any and all acquisitions, whether for District Improvements, Work Product or Real Property, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations, as determined by the District in its sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities. Further, to the extent the Landowner and the District enter into this Agreement prior to the closing on the sale of the Bonds, it is acknowledged by the parties that the Bonds will provide only a portion of the funds necessary to complete the District Improvements described in the Engineer’s Report. As such, in connection with the sale and issuance of the Bonds, the parties agree to enter into a completion agreement whereby the Landowner agrees to provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the District Improvements described in the Engineer’s Report which remain unfunded by the Bonds.

8. Taxes, Assessments, and Costs.

A. Taxes, assessments and costs resulting from Agreement. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District’s property or property interest, or the Landowner’s property or property interest, or any other such expense.

B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Lee County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the

exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in January 2018, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2018. If any additional taxes are imposed on the District's property in 2018, then the Landowner agrees to reimburse the District for that additional amount.
2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

C. Notice. The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

9. Default. A default by either party under this Agreement 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; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

10. Indemnification. For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant Real Property, District Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, 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 claims of any nature arising out of, or in connection with, this Agreement or the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, District Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement.

11. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Landowner relating to the subject matter of this Agreement.

13. 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 all parties hereto. No amendment to this Agreement shall be made without the prior written consent of the Trustee for the Bonds on behalf of and at the written direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding.

14. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

15. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

- | | |
|--------------------------------|---|
| A. 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. |
| B. If to Landowner: | CFEE Land Investments-Sub, 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. |

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 Landowner may deliver Notice on behalf of the District and the 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 in this Agreement.

16. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

17. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the 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 Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Landowner's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

18. Assignment. Neither the District nor the Landowner may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Bonds for and at the written direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding.

19. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

20. Effective Date. This Agreement shall be effective upon its execution by the District and the Landowner (the "Effective Date").

21. Termination. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the Effective Date of this Agreement.

22. Public Records. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

23. 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.

24. 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.

25. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

By: _____
Joseph Cameratta, Chairman

Date: _____

LANDOWNER:

CFEE LAND INVESTMENTS-SUB, LLC,
a Florida limited liability company

By: **CFEE LAND INVESTMENTS, LLC,**
a Florida limited liability company,
its sole Member

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

By: _____
Joseph Cameratta, Manager

AGREEMENT REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS

THIS AGREEMENT REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS (this “**Agreement**”) is made and entered into as of this ____ day of December, 2017, by and between **CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Meritus Districts, 5680 W. Cypress St., Suite A, Tampa, FL 33607 (the “**District**”), and **CREE LAND INVESTMENTS-SUB, LLC**, a Florida limited liability company and landowner in the District, whose address is 4954 Royal Gulf Circle, Fort Myers, Florida 33966 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners of Lee County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, water, wastewater and irrigation utilities, earthwork and clearing for storm water management and storm water management facilities and other infrastructure authorized by Chapter 190, Florida Statutes within or without the boundaries of the District; and

WHEREAS, the Landowner is the primary owner of certain lands in Lee County, Florida that are located within the boundaries of the District; and

WHEREAS, the District is issuing certain Series 2017 Bonds (Assessment Area Two Project) (as defined below) as described in a Limited Offering Memorandum dated as of December _____, 2017 (“**LOM**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in certain Master Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. bearing revision date November 27, 2017 (“**Supplemental Engineer’s Report**”) (the Master Engineer’s Report as supplemented by the Supplemental Engineer’s Report are sometimes referred to herein as the “**Engineer’s Report**”). The Master Engineer’s Report and the Supplemental Engineer’s Report are attached hereto and made a part hereof as **Exhibit “A”**. The Engineer’s Report contemplates that such public infrastructure improvements, facilities and services would be undertaken in two phases. The portion of the Engineer’s Report which outlines the improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services for the second phase shall be referred to herein as the “**Assessment Area Two Project**” (as further defined in the LOM); and

WHEREAS, the Engineer’s Report describes the overall improvement plan for the Assessment Area Two Project in the approximate amount of \$27,255,930.00; and

WHEREAS, the District has imposed special assessments on a portion of the assessable property within the District, which portion is described as Assessment Area Two in the LOM, to secure financing for the construction or acquisition of the public infrastructure improvements for the second phase of improvements described in the Engineer's Report, and has validated not to exceed \$70,000,000.00 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of improvements including, but not limited to, portions of the Assessment Area Two Project; and

WHEREAS, the District intends to finance a portion of the Assessment Area Two Project through the use of proceeds from the anticipated sale of \$28,000,000.00 in aggregate principal amount of Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "**Series 2017 Bonds (Assessment Area Two Project)**") ; and

WHEREAS, in order to ensure that the Assessment Area Two Project is completed and funding is available in a timely manner to provide for its completion, the parties hereby agree that the District will not be obligated to issue bonds other than the Series 2017 Bonds (Assessment Area Two Project) to fund the Assessment Area Two Project and the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Assessment Area Two Project over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (provided, however, that nothing herein shall be construed to limit the authority of the District to issue additional bonds to fund the Assessment Area Two Project).

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Completion of Improvements.** The Landowner and the District agree and acknowledge that the District's proposed Series 2017 Bonds (Assessment Area Two Project) will provide only a portion of the funds necessary to complete the Assessment Area Two Project described in the Engineer's Report. Therefore, the Landowner hereby agrees to provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Assessment Area Two Project described in the Engineer's Report which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements.

(a) Whether or not all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such existing contract, (including change orders thereto) or pursuant to a future contract.

(b) The parties agree that any funds provided by the Landowner to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of any future issuance of bonds by the District (i.e., other than the Series 2017 Bonds (Assessment Area Two Project)); provided that such repayment of said future issuance of bonds

is payable solely from special assessments properly levied on real property within Assessment Area Two of the District benefitted by such Remaining Improvements and provided such issuance is not prohibited by the Master Trust Indenture dated August 1, 2016 between the District and U.S. Bank National Association, as supplemented by the Second Supplemental Trust Indenture between the District and U.S. Bank National Association dated December 1, 2017. Within forty-five (45) days after receipt of sufficient funds by the District for the Remaining Improvements and from the issuance of such future bonds, the District, may at its sole discretion, pay the acquisition price to the Landowner in full pursuant to separate acquisition agreement between the parties, exclusive of interest, based upon actual costs certified by the District Engineer for the Remaining Improvements; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred for any portion of the Remaining Improvements are not qualified costs for any reason including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Remaining Improvements. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. If within five (5) years after the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not pay the Landowner the acquisition price for the Remaining Improvements advanced hereunder, then the parties agree that the District shall have no payment obligation whatsoever.

3. Other Conditions and Acknowledgments

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Assessment Area Two Project described in the Engineer's Report may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area Two Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area Two Project shall require the prior written consent of the Trustee for the Series 2017 Bonds (Assessment Area Two Project) acting at the direction of the holders of the Series 2017 Bonds (Assessment Area Two Project) owning a majority of the aggregate principal amount of all Series 2017 Bonds (Assessment Area Two Project) outstanding.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District to be owned by the District or for possible conveyance by the District to such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Landowner of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of \$28,000,000.00 par amount of Series 2017 Bonds (Assessment Area Two Project) and use of a portion of the proceeds thereof to acquire or construct a portion of the Assessment Area Two Project described in the Engineer's Report, and (b) the scope, configuration, size and/or composition of the Assessment Area Two Project described in the Engineer's Report not materially changing without the consent of the Landowner. Such consent is not necessary and the Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Assessment Area Two Project is materially changed in response to a requirement imposed by a regulatory agency; provided, however, no such change shall relieve the Landowner of its obligation to meet the completion obligations for the Assessment Area Two Project set forth herein.

4. **Default.** In the event of any default by the Landowner in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Landowner in writing of such default, and the Landowner shall have a period of thirty (30) days from and after notice from the District to cure such default (“**Landowner Cure Period**”). If the Landowner fails to cure such default within the Landowner Cure Period, then the District shall have the right, but not the obligation, to satisfy any such obligations giving rise to the default directly and thereafter record a lien against any or all lands then owned by the Landowner within the District for the amount of any costs incurred by the District in satisfying such defaulted obligations, which lien shall be enforceable and foreclosable in the manner of construction lien pursuant to Section 713, Florida Statutes. In addition, upon a default by the Landowner beyond the applicable cure periods set forth herein, the District shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Notwithstanding the foregoing, nothing in this section shall operate to release the Landowner from its respective obligations under this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

5. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings. Notwithstanding anything to the contrary herein, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards with respect to the enforcement of this Agreement.

6. **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 Landowner. No amendment to this Agreement shall be made without the prior written consent of the Trustee acting at the direction of the holders of the Series 2017 Bonds (Assessment Area Two Project) owning a majority of the aggregate principal amount of all Series 2017 Bonds (Assessment Area Two Project) outstanding.

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

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

A. **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.

B. **If to Landowner:** CFEE Land Investments-Sub, 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

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 Landowner may deliver Notice on behalf of the District and the 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.

9. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

10. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the 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 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 Landowner any right, remedy, or claim under or by reason of this Agreement or 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2017 Bonds (Assessment Area Two Project), on behalf of the holders of the Series 2017 Bonds (Assessment Area Two Project), shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Landowner's obligations hereunder. Said Trustee shall not be deemed to have assumed any obligation as a result of this Agreement.

11. **Assignment.** Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party hereto and the Trustee acting at the direction of the holders of the Series 2017 Bonds (Assessment Area Two Project) owning a majority of the aggregate principal amount of all Series 2017 Bonds (Assessment Area Two Project) outstanding.

12. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

13. Effective Date. This Agreement shall be effective upon execution by both the District and the Landowner.

14. Public Records. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. 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.

16. 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.

17. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

By: _____
Joseph Cameratta, Chairman

Date: _____

LANDOWNER:

CFEE LAND INVESTMENTS-SUB, LLC,
a Florida limited liability company

By: **CFEE LAND INVESTMENTS, LLC,**
a Florida limited liability company,
its sole Member

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

By: _____
Joseph Cameratta, Manager

Exhibit "A": Master Engineer's Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016, as supplemented by that certain Supplement #1 to Engineer's Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. bearing revision date November 27, 2017

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

(space above this line for recording data)

TRUE-UP AGREEMENT

THIS TRUE-UP AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of December, 2017, by and between **CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Meritus Districts, 5680 W. Cypress St., Suite A, Tampa, FL 33607 (the “**District**”), and **CFEE LAND INVESTMENTS-SUB, LLC**, a Florida limited liability company and landowner in the District, whose address is 4954 Royal Gulf Circle, Fort Myers, Florida 33966 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, 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, the Landowner is the owner of certain lands in Lee County, Florida, located within the boundaries of the District and legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**Land**”); and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, a Final Judgment was issued on March 21, 2016 validating the authority of the District to issue up to \$70,000,000 in aggregate principal amount of Corkscrew Farms Community Development District Special Assessment Bonds to finance certain public improvements and facilities within the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services within and without the Land (the “**CIP**”), which plan is detailed in that certain Master Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. bearing revision date November 27, 2017 (“**Supplemental Engineer’s Report**”) (the Master Engineer’s Report as supplemented by the Supplemental Engineer’s Report are sometimes referred to herein as the “**Engineer’s Report**”). The CIP will be implemented in two phases, with the portion of

the CIP to be constructed during the second phase being referred to herein as the “**Assessment Area Two Project**”; and

WHEREAS, the District is issuing \$28,000,000.00 of Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the “**Series 2017 Bonds (Assessment Area Two Project)**”) to finance all or a portion of the design, construction and/or acquisition of all or a portion of the public infrastructure improvements comprising the CIP relating to the Assessment Area Two Project; and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon the Land within Assessment Area Two pursuant to Chapters 170, 190 and 197, Florida Statutes, as security for the Series 2017 Bonds (Assessment Area Two Project); and

WHEREAS, the District’s special assessments securing the Series 2017 Bonds (Assessment Area Two Project) (the “**Assessment Area Two Project Assessments**”) were imposed on the benefitted Land as more specifically described in Resolution No. 2018-01 adopted October 27, 2017; Resolution No. 2018-02 adopted October 27, 2017; Resolution No. 2018-04 adopted November 29, 2017; and Resolution 2018-05 adopted December 13, 2017 (collectively, the “**Assessment Resolutions**”). Said resolutions are incorporated herein by reference; and

WHEREAS, as of the date of this Agreement, the Landowner is the owner of the Land, which benefits or will benefit from the CIP, including the Assessment Area Two Project, to be financed, in part, by the Series 2017 Bonds (Assessment Area Two Project); and

WHEREAS, the Landowner agrees that the Land benefits from the design, construction or acquisition of the CIP, including the Assessment Area Two Project; and

WHEREAS, the Landowner agrees that the Assessment Area Two Project Assessments which were imposed on the Land have been validly imposed and constitute valid, legal and binding liens upon the Land; and

WHEREAS, the Landowner waives any rights it may have under Section 170.09, Florida Statutes to prepay the Assessment Area Two Project Assessments within thirty (30) days after completion of the Assessment Area Two Project; and

WHEREAS, the Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessment Area Two Project Assessments on the Land; and

WHEREAS, the Landowner may convey property within the Land based on then-existing market conditions, and the actual densities developed may be more or less than the densities assumed in the Assessment Report (hereinafter defined); and

WHEREAS, the report entitled “Corkscrew Farms Community Development District Master Assessment Methodology Report, Assessment Area 2” prepared by District Management Services dba Meritus Districts (the “**Methodology Consultant**”) and dated October 27, 2017 (“**Master Assessment Report**”), as supplemented by that certain report entitled “Corkscrew Farms Community Development District First Supplemental Assessment Methodology Report, Assessment Area Two” prepared by the Methodology Consultant and dated November 6, 2017 (“**First Supplemental Assessment Report**”) as further supplemented and/or amended (the Master Assessment Report and the First Supplemental Assessment Report, as supplemented and/or amended, are collectively referred to herein as the “**Assessment Report**”) provides the manner in which the Assessment Area Two Project Assessments are

allocated. Within that process, as the Land is platted (i.e. subdivision plat, site plan, or lands submitted to condominium) and provided individual parcel identification numbers by the Lee County Property Appraiser, the allocation of the amounts assessed to and constituting a lien upon the Land would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the Land, which assumptions were provided by the Landowner; and

WHEREAS, the Landowner intends to plat and develop the Land based on then existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which the owners of the Land subject to the Assessment Area Two Project Assessments shall make certain payments to the District in order that the amount of Assessment Area Two Project Assessments on the Land will not exceed the amount as described in the Assessment Report (each such payment shall be referred to as a “**True-Up Payment**”); and

WHEREAS, the Landowner and the District desire to enter into an agreement to confirm the Landowner’s intentions and obligations to make any and all True-Up Payments relating to the Assessment Area Two Project Assessments on the Land when due.

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, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Validity of Assessments.** The Landowner agrees that Assessment Resolutions have been duly adopted by the District. The Landowner further agrees that the Assessment Area Two Project Assessments imposed as a lien on the Land within Assessment Area Two by the District are legal, valid and binding first liens co-equal with ad-valorem taxes or other similar assessments by government entities having the right to assess first liens. The Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Assessment Area Two Project Assessments.

3. **Landowner's Acknowledgment of Lien and Waiver of Prepayment.** The Landowner acknowledges its obligations as the owner of Land subject to the Assessment Area Two Project Assessments levied and imposed by the District, and the Landowner agrees and covenants to timely pay all such Assessment Area Two Project Assessments levied and imposed by the District on the benefitted Land, whether the Assessment Area Two Project Assessments are collected by the Lee County Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District, or by any other method allowable by law. The Landowner further waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Assessment Area Two Project Assessments without interest within thirty (30) days of completion of the Assessment Area Two Project.

4. **Special Assessment Reallocation.**

A. **Assumptions.** As of the date of the execution of this Agreement, the Landowner has informed the District for purposes of developing the Assessment Report that the Landowner plans to construct, or provide for the construction, of the following type and number of units as and where designated within the Land as more completely specified in the Assessment Report (“**Development Units**”):

<u>Product Type</u>	<u>Planned Assessable Units</u>	<u>Equivalent Assessment Unit (EAU) Weighting Factor</u>	<u>Assessment Total EAUs</u>
Single Family 52'	307	1.00	307.0
Single Family 62'	298	1.19	354.62
Single Family 75'	91	1.44	131.04
Total:	696		792.66

B. Process for Reallocation of Assessments. In connection with the development of the Land, the Landowner has and/or will subdivide the land in accordance with the procedures of the Lee County, Florida and Florida law. For purposes hereof, the subdivision process may include: (i) platting; (ii) subdivision via site plan; and/or (iii) recording of a Declaration of Condominium to designate condominium parcels (any of the foregoing subdivision methods will be generally referred to herein as a "Plat"). In connection with a finalized Plat, the Lee County Property Appraiser will assign parcel identification numbers for the individual subdivided portion(s) of the Land. The District shall allocate the Assessment Area Two Project Assessments in accordance with the Assessment Report and cause such allocation to be recorded in the District's Improvement Lien Book. In furtherance of the District tracking the obligations pursuant to this Agreement and otherwise maintaining the District's Improvement Lien Book, the Landowner covenants and agrees to provide to the District, prior to recordation, a copy of any and all Plats for all or any portion of the Land. Additionally, the parties agree the following provisions shall apply with respect to the reallocation of the Assessment Area Two Project Assessments:

(i) The Landowner is responsible for developing the minimum number of Development Units as set forth in the Assessment Report. If at any time and pursuant to Section X of the Supplemental Assessment Report, in the reasonable determination of the District, the debt per gross acre of the remaining unplatted portion of the Land subject to the Assessment Area Two Project Assessments exceeds the established maximum ceiling debt per gross acre in the Assessment Report, then a True-Up Payment computed as set forth in the Assessment Report shall become due and payable from the Landowner after written demand from the District, or the District Manager on behalf of the District, and shall be paid by the Landowner within such reasonable time period as specified by the District, or the District Manager on behalf of the District. The True-Up Payment shall be in addition to, and not in lieu of, any other regular assessment installment(s) levied on the Land. The District, or the District Manager on behalf of the District, will provide as much prior written notice to the Landowner as is reasonably practicable and will ensure collection of such amounts in a timely manner in order to meet its debt service obligations with respect to the Series 2017 Bonds (Assessment Area Two Project), and in all cases, the Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2017 Bonds (Assessment Area Two Project). The Landowner shall pay as part of a True-Up Payment accrued interest on the Series 2017 Bonds (Assessment Area Two Project) to the next quarterly redemption date if such date is at least forty-five (45) days after such True-up Payment, and if such date less than forty-five (45) days, then the Landowner shall pay accrued interest until the next succeeding quarterly redemption date. The Landowner covenants to comply or, as contemplated by Section 8 hereof, cause others to comply, with the requirements of this Section.

(ii) The foregoing provisions are based on the District's understanding from information provided by the Landowner that the Landowner will develop, or cause others to develop, the Development Units on the Land as identified in the Assessment Report and is intended to provide a formula to ensure the appropriate allocation of the Assessment Area Two Project Assessments is maintained if less than the anticipated Development Units are developed. However, the District agrees that nothing herein prohibits more than the number of Development Units identified in the Assessment Report from being developed on the Land. Further, no third-party shall be entitled to rely on this Agreement as a commitment

or undertaking by the Landowner that a minimum number of Development Units will be constructed. In no event shall the District collect Assessment Area Two Project Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2017 Bonds (Assessment Area Two Project), including all costs of financing and interest. Further, upon the Landowner's final Plat for the Land, any unallocated Assessment Area Two Project Assessments shall constitute a True-Up Payment and shall become due and payable and must be paid to the District immediately upon demand by the District.

5. Enforcement. This Agreement is intended to be an additional method of the District's enforcement of the Assessment Area Two Project Assessments as contemplated by the Assessment Report, including the application of True-Up Payments, if required, as set forth in the Assessment Resolutions. This Agreement does not alter or affect the liens created by the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

6. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

7. Notice. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

- | | |
|--------------------------------|---|
| A. 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. |
| B. If to Landowner: | CFEE Land Investments-Sub, 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. |

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or facsimile number set forth herein. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time

for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or facsimile number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

8. Assignment.

A. The Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of paragraph (C) below. This Agreement shall constitute a covenant running with title to the Land, binding upon the Landowner and its successors and assigns, and any transferee of any portion of the Land as set forth in paragraph (C) below, but shall not be binding upon transferees permitted by Sections 8(B)(i)-(v) below.

B. The Landowner shall not transfer any portion of the Land to any third party without complying with the terms of paragraph (C) below, other than:

(i) Platted and fully-developed lots to non-affiliated homebuilders restricted from re-platting.

(ii) Platted and fully-developed lots to end users.

(iii) Portions of the Land exempt from assessments to the County, the District, or other governmental agencies.

(iv) Portions of the Land designated as common areas and related common area facilities to a homeowners' or property owners' association.

(v) Portions of the Land for which all of the Assessment Area Two Project Assessments have been paid in full.

Any transfer of any portion of the Land pursuant to subsections (i)-(v) of this Section 8(B) shall constitute an automatic release of such portion of the Land from the scope and effect of this Agreement.

C. The Landowner shall not transfer any portion of the Land to any third party, except as permitted by Sections 8(B)(i)-(v) above, without satisfying any True-Up Payment that is due as a result of a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer (the "**Transfer Condition**"). Any transfer that is consummated pursuant to this paragraph (C) shall operate as a release of the Landowner from its obligations under this Agreement as to such portion of the Land only arising from and after the date of such transfer and satisfaction of the Transfer Condition, and the transferee, as the successor in title, shall assume the Landowner's obligations hereunder to said portion of the Land and be deemed the "Landowner" from and after such transfer for all purposes as to such portion of the Land so transferred.

9. Amendment. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties and the prior written consent of

the Trustee for the Series 2017 Bonds (Assessment Area Two Project) acting at the written direction of the holders of the Series 2017 Bonds (Assessment Area Two Project) owning a majority of the aggregate principal amount of all Series 2017 Bonds (Assessment Area Two Project) outstanding.

10. Termination. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party and the Trustee for the Series 2017 Bonds (Assessment Area Two Project) acting at the written direction of the holders of the Series 2017 Bonds (Assessment Area Two Project) owning a majority of the aggregate principal amount of all Series 2017 Bonds (Assessment Area Two Project) outstanding. This Agreement shall automatically terminate upon payment in full of the Series 2017 Bonds (Assessment Area Two Project), or upon final allocation of all Assessment Area Two Project Assessments to all Land subject to the Assessment Area Two Project Assessments, and all True-Up Payments with respect to the Land, if required, have been paid as determined by the District Manager.

11. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

12. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the parties hereto agree that the Trustee for the Series 2017 Bonds (Assessment Area Two Project), on behalf of the holders of the Series 2017 Bonds (Assessment Area Two Project), shall be a direct third party beneficiary of the terms and conditions of this Agreement and the Landowner acknowledges that the Trustee on behalf of the holders of the Series 2017 Bonds (Assessment Area Two Project) shall be entitled to enforce the provisions of this Agreement according to the provisions set forth in such Indenture. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

13. 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.

14. Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

15. Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

16. Effective Date. This Agreement shall become effective upon execution by the parties hereto on the date reflected above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

By: _____
Joseph Cameratta, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ day of December, 2017, by Joseph Cameratta, 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, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

(Signatures continue on following page)

LANDOWNER:

CFEE LAND INVESTMENTS-SUB, LLC,
a Florida limited liability company

By: **CFEE LAND INVESTMENTS, LLC,**
a Florida limited liability company,
its sole Member

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

By: _____
Joseph Cameratta, Manager

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ day of December, 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, the Authorized Member of CFEE Land Investments, LLC, a Florida limited liability company, the sole member of CFEE Land Investments-Sub, LLC, a Florida limited liability company, on behalf of said entities, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit A: Legal Description of the Land

EXHIBIT A

Legal Description of the Land

Tract F-3, Place at Corkscrew, according to the Plat thereof, as recorded in Instrument No. 2017000047719, of the Public Records of Lee County, Florida.

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

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**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND CONTRACT RIGHTS RELATING TO
CORKSCREW FARMS
(ASSESSMENT AREA TWO PROJECT)**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING CORKSCREW FARMS (ASSESSMENT AREA TWO PROJECT) (this “**Assignment**”) is made as of this _____ day of December, 2017, by **CFEE LAND INVESTMENTS-SUB, LLC**, a Florida limited liability company (together with certain successors and assigns as specified herein, “**Assignor**”), in favor of **CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Lee County, Florida (together with its successors and assigns, the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, Assignee proposes to issue its Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the “**Bonds**”) to finance certain public infrastructure which will provide special benefit to a specified portion of the developable lands in the District legally described on Exhibit “A” attached hereto and made a part hereof (the “**District Lands**”) in the residential project commonly referred to as The Place at Corkscrew, which District Lands are located within the geographical boundaries of the District; and

WHEREAS, within the District Lands, Assignor has platted (or will plat) 696 residential units (as to each a “**Unit Parcel**”) which are being developed to be sold to unaffiliated builders or end-user residents within the District (such date that all such Unit Parcels are fully developed being defined herein as the “**Development Completion**”) as contemplated by that certain Corkscrew Farms Community Development District Master Special Assessment Methodology Report, Assessment Area 2 prepared by District Management Services dba Meritus Districts and dated October 27, 2017, as supplemented by that certain Corkscrew Farms Community Development District First Supplemental Assessment Methodology Report, Assessment Area Two prepared by District Management Services dba Meritus Districts and dated November 6, 2017, as further supplemented and/or amended (collectively, the “**Assessment Methodology Report**”); and

WHEREAS, the security for the repayment of the Bonds is the Series 2017 (Assessment Area Two Project) Special Assessments (the “**Special Assessments**”) levied against the District Lands as described in the Assessment Methodology Report; and

WHEREAS, Assignee has adopted that certain Master Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. and dated January 7, 2016 (the

“Master Engineer’s Report””), as supplemented by that certain Supplement #1 to Engineer’s Report for the Corkscrew Farms Community Development District prepared by Barraco and Associates, Inc. bearing revision date November 27, 2017 (**“Supplemental Engineer’s Report”**) (the Master Engineer’s Report as supplemented by the Supplemental Engineer’s Report are sometimes referred to herein as the **“Engineer’s Report”**), which Engineer’s Report describes the second phase of development of Assignee (the **“Assessment Area Two Project”**), a portion of which will be funded by the Bonds; and

WHEREAS, during the time in which the District Lands are being developed and prior to reaching Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Special Assessments securing the Bonds; and

WHEREAS, Assignor represents and agrees that (i) Assignor is the owner of the District Lands; (ii) Assignor is the developer of the District Lands; (iii) the District Lands will receive a special benefit from the Assessment Area Two Project; (iv) Assignor controls and/or will control certain permits and entitlements relating to the District Lands; and (v) Assignor’s execution of this Assignment is a material condition precedent to Assignee’s willingness to issue the Bonds; and

WHEREAS, in the event of default in the payment of the Special Assessments securing the Bonds or in the payment of a True-Up Payment (as defined in the True-Up Agreement between Assignee and Assignor being entered into concurrent herewith) or in the event of any other Event of Default (as defined herein), Assignee requires, in addition to the remedies afforded Assignee under the Master Trust Indenture dated August 1, 2016 (the **“Master Indenture”**), as supplemented by a Second Supplemental Trust Indenture dated December 1, 2017 (the **“First Supplemental Indenture”** and, together with the Master Indenture, the **“Indenture”**), pursuant to which the Bonds are being issued, and the other agreements being entered into by Assignor concurrent herewith with respect to the Bonds and the Special Assessments (the Indentures and agreements being referred to collectively as the **“Bond Documents”**, and such remedies being referred to collectively as the **“Remedial Rights”**), certain remedies with respect to the Development & Contract Rights (defined below) in order to complete or enable a third party to complete development of the District Lands to the point of Development Completion; and

WHEREAS, in the event Assignee exercises its Remedial Rights, Assignee requires this assignment of certain Development & Contract Rights (defined below), to complete development of the District Lands to Development Completion to the extent that such Development & Contract Rights have not been assigned, transferred, or otherwise conveyed (prior to the enforcement of this Assignment) to Lee County, Florida, Assignee, any other non-affiliated homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowners’ association or other governing entity or association, as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District Lands, if any (a **“Prior Transfer”**); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of those District Lands owned by Assignor as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report until an Event of Default (as hereinafter defined). Assignor shall have a revocable license to exercise all rights of Assignor under the Development & Contract Rights (as defined below); provided, however, that this Assignment shall not be effective and absolute to the extent that (i) this Assignment has been terminated earlier pursuant to the express terms of this Assignment; (ii) a Prior Transfer has already occurred with respect to the Development & Contract Rights, but only to the extent that such particular Development & Contract Rights are subject to the Prior Transfer; (iii) a Unit Parcel is conveyed to a homebuilder not affiliated with the Assignor or end-user resident, in which event such Unit Parcel shall be released automatically herefrom; or (iv) any property is in the future (but prior to enforcement of this Collateral Assignment) conveyed, to the County, Assignee, any unaffiliated

homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowners' association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting Assignee, if any, but only to the extent that such particular Development & Contract Rights are subject to said transfer, in which event such property shall be automatically released herefrom (a **"Qualified Transferred Property"**); and

WHEREAS, the rights assigned to Assignee hereunder shall be exercised in a manner which will not materially affect the intended development of the District Lands; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; or (ii) Development Completion (herein, the **"Term"**).

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Collateral Assignment.** Assignor hereby collaterally assigns, transfers and sets over to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor or subsequently acquired by the Assignor, all of Assignor's development rights relating to development of the District Lands, and Assignor's rights as declarant of all property and homeowners' associations with respect to, and to the extent of the Unit Parcels not conveyed to third parties as of the date hereof (herein, collectively, the **"Development & Contract Rights"**) as security for Assignor's payment and performance and discharge of its obligation to pay the Special Assessments levied against the District Lands owned by the Assignor from time to time. This assignment is absolute and effective immediately. Notwithstanding the foregoing, Assignor shall have a revocable license to exercise all rights under the Development & Contract Rights until an Event of Default (as defined below) shall have occurred. Upon the occurrence of an Event of Default, at Assignee's option, by written notice to Assignor, Assignee shall have the right to exercise all of the Development & Contract Rights. Assignor hereby grants to Assignee a license to enter upon the District Lands for the purposes of exercising any of the Development & Contract Rights. The Development & Contract Rights shall include the items listed in subsections (a) through (g) below as they pertain to development of the District Lands, but shall specifically exclude any portion of the Development & Contract Rights which relate solely to (i) a Qualified Transferred Property; (ii) any Prior Transfer; (iii) lands outside the District Lands or improvements not included in the District Lands (except for off-site lands to the extent improvements are necessary or required to complete the development of the District Lands to Development Completion); or (iv) any parcel of land within the District Lands where all of the Special Assessments have been paid in full:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates and development agreements;

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other land development improvements;

(c) Preliminary and final site plans and plats;

(d) Architectural plans and specifications for buildings and other improvements constituting a part of the development of the District Lands and other infrastructure benefitting the District Lands;

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the District Lands or the Assessment Area Two Project and construction of improvements thereon, except not including any of the foregoing related to residential structures, or the amenity structures within the District Lands constructed by or to be constructed by Assignor, and off-site to the extent improvements are necessary or required to complete the development of the District Lands to Development Completion;

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the District Lands or relating to the construction of improvements thereon;

(g) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

3. **Warranties by Assignor.** Assignor represents and warrants to Assignee as follows:

(a) Other than Prior Transfers, Assignor has made no assignment of the Development & Contract Rights to any person other than Assignee.

(b) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Assignor is the developer of the Unit Parcels and controls the master permits and entitlements for the District Lands.

(e) There are no required third-party consents to the transfer of the Development & Contract Rights.

(f) Any transfer, conveyance or sale of the District Lands shall subject any and all affiliated entities or successors-in-interest of the Assignor to the Assignment, except to the extent of a conveyance described in Section 2(i), (ii) or (iii).

4. **Covenants.** Assignor covenants with Assignee that during the Term (as defined above):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include, without limitation, all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the

Development & Contract Rights which pertain to lands outside of the District not relating to development of the District Lands.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

(d) Assignor agrees to obtain any and all necessary third-party consents to the assignment or transfer of the Development & Contract Rights at the time of receipt or effectiveness of the Development & Contract Rights, for the contracts or entitlements that are obtained in the future.

(e) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Bonds.

5. **Events of Default.** Any (a) breach of the Assignor's warranties contained in Section 3 hereof; (b) breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be less than sixty (60) days unless Assignee, in its sole discretion, agrees to a longer cure period); or (c) Assignor's default in the payment of the Special Assessments or any installment thereof, shall constitute an "**Event of Default**" under this Assignment.

6. **Assignee Obligations.** Nothing herein shall be construed as an obligation on the part of Assignee to accept any liability for all or any portion of the Development & Contract Rights unless Assignee choose to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development & Contract Rights. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any loss, cost, damage, claim or expense arising from or respect to any matter related to the Development & Contract Rights arising before the date that Assignee elects to revoke Assignor's license hereunder in accordance with Section 2 hereof.

7. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to Unit Parcels owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee), or through the sale of tax certificates to Assignee (or its designee) (each hereinafter being a "**Transfer**"), Assignee shall have the right, but not the obligation subject to the provisions of Section 9 hereof, to take any or all of the following actions, at Assignee's option: (a) perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could; (b) initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights; and/or (c) further assign any and all of the Development & Contract Rights to a third party acquiring title to the District Lands or any portion thereof from Assignee or at a District foreclosure sale.

8. **Authorization.** After an Event of Default or a Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by Assignee or Assignee's rights under this Assignment shall operate to release Assignor from its obligations under this Assignment.

9. **Third-Party Beneficiaries and Direction of Remedies Upon Default.** Assignor acknowledges that pursuant to the Indenture, U.S. Bank National Association (the "**Trustee**"), on behalf of the holders of the Bonds, shall be a direct third-party beneficiary of the terms and conditions of this

Assignment. The Assignor acknowledges that pursuant to the Indenture, in the event of an Event of Default, the Trustee shall be entitled to enforce Assignor's obligations hereunder. This Assignment may not be amended without the prior written consent of the Trustees acting at the direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

10. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

11. **Further Assurances.** Whenever and so often as requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such party all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Assignment.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

CFEE LAND INVESTMENTS-SUB, LLC,
a Florida limited liability company

By: **CFEE LAND INVESTMENTS, LLC,**
a Florida limited liability company,
its sole Member

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

Witnesses:

Signature
Printed Name: _____

By: _____
Joseph Cameratta, Manager

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ day of December, 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, the Authorized Member of CFEE Land Investments, LLC, a Florida limited liability company, the sole member of CFEE Land Investments-Sub, LLC, a Florida limited liability company, on behalf of said entities, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

ASSIGNEE:

WITNESSES:

**CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Printed name:_____

By:_____

Joseph Cameratta, Chairman

Signature

Printed name:_____

STATE OF FLORIDA)

) ss.

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of December, 2017, by Joseph Cameratta, as Chairman of the Board of Supervisors of Corkscrew Farms Community Development District, for and on behalf of the District, who [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A

Legal Description of District Lands

Tract F-3, Place at Corkscrew, according to the Plat thereof, as recorded in Instrument No. 2017000047719, of the Public Records of Lee County, Florida.

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

(space above this line for recording data)

DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS

CFEE LAND INVESTMENTS-SUB, LLC, a Florida limited liability company (the “**Landowner**”), is currently the owner of the lands described in Exhibit “A” attached hereto and made a part hereof, intending that it and its successors in interest shall be legally bound by this Declaration, and in consideration of among other things the issuance of special assessment bonds by the Corkscrew Farms Community Development District (the “**District**”), hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times on and after December 16, 2015, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner agrees and acknowledges that: (a) the petition filed with the Board of County Commissions of Lee County, Florida (the “**BCC**”) relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 15-16 enacted by the BCC on December 15, 2016, was duly and properly enacted by the BCC, in compliance with all applicable requirements of law; and (c) the initial members of the Board of Supervisors of the District (“**Board**”) and their duly elected or appointed successors had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from December 16, 2015, to and including the date of this Declaration.

2. The Landowner, for itself and its successors, assigns and successors-in-title, hereby confirms and agrees that the special assessments imposed by the following resolutions duly adopted by the Board: Resolution No. 2018-01 adopted October 27, 2017; Resolution No. 2018-02 adopted October 27, 2017; Resolution No. 2018-04 adopted November 29, 2017; and Resolution No. 2019-05 adopted December 13, 2017 (collectively, the “**Assessment Resolutions**”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the property against which such assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors, assigns and successors-in-title, hereby waives the right granted in Chapter 170.09, Florida Statutes, to prepay the special assessments within thirty (30) days after the improvements are completed, without interest, in consideration of rights granted by the District to prepay the special assessments in full at any time, but with interest, and to prepay in part, but with interest, under the circumstance set forth in the resolutions of the District levying the special assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the special assessments, the Assessment Resolutions, and the terms of the financing documents relating to the District's issuance of its Series 2017 Bonds (Assessment Area Two Project) or securing payment thereof (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agree that, immediate use of remedies in Chapter 170, Florida Statutes, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, Florida Statutes.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, Florida Statutes, including, without limitation, Section 197.573, Florida Statutes. This Declaration shall remain effective upon the merger, amendment, or name change of the District.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT "A" HERETO AND SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING, WITHOUT LIMITATION, INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS-IN-INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, TO THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS]

LANDOWNER:

CFEE LAND INVESTMENTS-SUB, LLC,
a Florida limited liability company

By: **CFEE LAND INVESTMENTS, LLC,**
a Florida limited liability company,
its sole Member

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

Witnesses:

Signature
Printed Name: _____

By: _____
Joseph Cameratta, Manager

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ day of December, 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, the Authorized Member of CFEE Land Investments, LLC, a Florida limited liability company, the sole member of CFEE Land Investments-Sub, LLC, a Florida limited liability company, on behalf of said entities, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit “A”

Tract F-3, Place at Corkscrew, according to the Plat thereof, as recorded in Instrument No. 2017000047719, of the Public Records of Lee County, Florida.

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

(space above this line for recording data)

LIEN OF RECORD OF CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Corkscrew Farms Community Development District, a local unit of government of the State of Florida, established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “District”), enjoys a governmental lien of record on the property described in Exhibit “A” attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other state liens, titles, and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District’s lien secures the payment of special assessments levied in accordance with Florida Statutes which special assessments in turn secure the payment of the District’s \$28,000,000.00 Special Assessment Bonds, Series 2017 (Assessment Area Two Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

c/o Meritus Districts
5680 W. Cypress St., Suite A
Tampa, FL 33607
Attn: District Manager

IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, INCLUSIVE OF DECLARATIONS OF CONSENT TO JURISDICTION OF CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS, AND THE RECORDS OF THE COUNTY CREATING THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.552 OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

DISTRICT:

CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Brian Lamb, Secretary

By: _____
Joseph Cameratta, Chairman

Date: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ day of December, 2017, by Joseph Cameratta, 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, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

EXHIBIT “A”
LEGAL DESCRIPTION

\$28,000,000
CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
(LEE COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2017
(ASSESSMENT AREA TWO PROJECT)

BOND PURCHASE CONTRACT

December 13, 2017

Board of Supervisors
Corkscrew Farms Community Development District
Lee County, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Corkscrew Farms Community Development District (the "District"). The District is located entirely within the unincorporated portion of Lee County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 A.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$28,000,000 aggregate principal amount of Corkscrew Farms Community Development Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Bonds shall be \$27,440,000 (representing the \$28,000,000 aggregate principal amount of the Bonds, less an underwriter's discount of \$560,000). The payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) being hereinafter referred to as the "Closing").

2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any

successor statute thereto, the Florida Constitution, and other applicable provisions of law (the "Act"), by Ordinance No. 15-16 enacted by the Board of County Commissioners of the County on December 15, 2015, becoming effective on December 16, 2015 (the "Ordinance"). The Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of August 1, 2016 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of December 1, 2017 (the "Second Supplemental Indenture," and together with the Master Indenture, the "Indenture") each by and between the District and U.S. Bank National Association, as trustee (the "Trustee") and Resolution No. 2016-24 and No. 2018-03 adopted by the Board of Supervisors of the District (the "Board") on January 7, 2016 and November 15, 2017, respectively (collectively, the "Bond Resolution"). The Assessment Area Two Special Assessments constituting the Series 2017 Pledged Revenues have been, or will be prior to the time of Closing, levied by the District on the lands within the District specially benefited by the Assessment Area Two Project pursuant to the Assessment Resolutions (as such term is defined in the Second Supplemental Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Bonds, that the entire principal amount of the Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of

this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party, and

(2) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated December 4, 2017 (the "Preliminary Limited Offering Memorandum"), of the District, relating to the Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange

Commission (the "Rule") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Bonds. The District shall approve the delivery, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date and in sufficient time to allow the Underwriter to comply with all requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby approves the circulation and use by the Underwriter of the Limited Offering Memoranda with respect to the Bonds.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Bonds, the Indenture, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, CFEE Land Investments-Sub, LLC, a Florida limited liability company (the "Landowner"), and District Management Services, LLC, d/b/a Meritus Districts, a Florida limited liability company, as dissemination agent (the "Dissemination Agent"), the Trustee and the District Manager in substantially the form attached to the Preliminary Limited Offering Memorandum as Appendix F thereto (the "Disclosure Agreement"), and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents" and (b) the Agreement Regarding the Completion of Certain Improvements by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Collateral Assignment and Assumption of Development Rights Related to the Assessment Area Two Project to be dated as of the Closing Date in recordable form by and between the District and the Landowner (the "Collateral Assignment"), the Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property dated as of December 22, 2017 by and between the District and the Landowner (the "Acquisition Agreement"), and the True-Up Agreement to be dated as of the Closing Date in recordable form by and between the District and the Landowner (the "True-Up Agreement"), are collectively referred to herein as the "Ancillary Agreements."

6. Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements; (iii) sell, issue and deliver the Bonds to the Underwriter as

provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memoranda; (v) authorize and acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements, and the Limited Offering Memoranda. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Limited Offering Memoranda in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum,

the approval of the delivery of the Preliminary Limited Offering Memorandum, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessments Resolutions, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds, the Financing Documents or the Ancillary Agreements;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Bonds, or under the Bonds, the Bond Resolution, the Assessment Resolutions, Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements and the Assessment Area Two Project to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Bonds, the Financing Documents, the Ancillary Agreements and the Assessment Area Two Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2017 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the

proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda or the collection of Assessment Area Two Special Assessments or the pledge of and lien on the Series 2017 Pledged Revenues, pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Assessment Area Two Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and Ancillary Agreements to which the District is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda; (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to incur any costs or execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2017 BONDS – Book-Entry Only System," "THE DISTRICT – The District Manager and Other Consultants," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make

the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2017 BONDS – Book-Entry Only System," "THE DISTRICT – The District Manager and Other Consultants," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) the date that is ninety (90) days from the end of the "Underwriting Period" as defined in the Rule, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense (unless such supplement or amendment is a direct result of information provided by the Landowner or Underwriter, then at the expense of said relevant person) supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975 which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E- 400.003 of the Florida Department of Financial Services;

(o) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

(p) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds, notes or other obligations payable from the Series 2017 Pledged Revenues.

7. Closing. At 10:00 a.m. prevailing time on December 22, 2017 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Bonds in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) Executed copies of each of the Financing Documents and Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as Appendix B or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the Underwriter, of Greenberg Traurig, P.A., Bond Counsel, in the form annexed as Exhibit C hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, and the Underwriter, of Coleman, Yovanovich & Koester, P.A., counsel to the District, in the form annexed as Exhibit D hereto or otherwise in form and substance acceptable to Bond Counsel, the Underwriter and Underwriter's Counsel;

(7) An opinion, dated as of the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(8) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(9) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, and the Underwriter, of Pavese Law Firm, counsel to the Landowner, in form and substance acceptable to the Underwriter and Underwriter's counsel;

(10) Certificate of the Landowner dated as of the Closing Date, in the form annexed as Exhibit E hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Assessment Area Two Special Assessments as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2017 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the Bonds;

(17) A certificate of the District's Consulting Engineer, dated as of the Closing Date, in the form annexed as Exhibit F hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(18) A certificate of the District Manager and methodology consultant in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(19) A certificate of the District whereby the District deemed the Preliminary Limited Offering Memorandum final for purposes of the Rule as of the date of the Preliminary Limited Offering Memorandum except for the Permitted Omissions;

(20) To the extent required under the Second Supplemental Indenture, an investor letter from each initial beneficial owner of the Bonds in the form attached to the Second Supplemental Indenture;

(21) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Bonds;

(22) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(23) A certified copy of the final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for the Lee County, validating the Bonds and appropriate certificate of no-appeal;

(24) A copy of the Master Assessment Methodology Report for Assessment Area Two dated October 27, 2017 (the "Master Methodology"), as supplemented by the First Supplemental Assessment Methodology Report dated as of the date hereof;

(25) Copies of the Master Engineer's Report dated January 7, 2016, along with any amendments and Supplement #1 to Engineer's Report dated October 27, 2017 and revised November 21, 2017 and November 27, 2017;

(26) Acknowledgments in recordable form by any mortgage holder on lands within Assessment Area Two as to the superior lien of the Assessment Area Two Special Assessments in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(27) A Declaration of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record by the Landowner with respect to all real property which is subject to the Assessment Area Two Special Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(28) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter for the Bonds;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement; and

(30) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Landowner on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States,

or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; (ii) the District or the Landowner has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Landowner, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Assessment Area Two Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, the Consulting Engineer, the Underwriter, Underwriter's Counsel, counsel to the Landowner to the extent the work of such counsel is directly related to the issuance of the Bonds, the District's methodology consultant, the Consulting Engineer, and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Series 2017 Bonds. The District shall record all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arms'-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and

with the discussions, undertakings and procedures leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at District Management Services, LLC, d/b/a Meritus Districts, 2005 Pan Am Circle #120, Tampa, Florida 33607, Attention: Brian Lamb, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract.

14. Effectiveness. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

15. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. Amendment. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

17. Governing Law. This Purchase Contract shall be governed and construed in accordance with the laws of the State.

18. Counterparts; Facsimile; PDF. This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

Accepted and agreed to this
13th day of December, 2017.

**CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Joseph Cameratta,
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

December 13, 2017

Corkscrew Farms Community Development District
Lee County, Florida

Re: \$28,000,000 Corkscrew Farms Community Development District Special
Assessment Bonds, Series 2017 (Assessment Area Two Project)

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), FMSbonds, Inc. (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Contract dated December 13, 2017 (the "Bond Purchase Contract"), by and between the Underwriter and Corkscrew Farms Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the Bonds:

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract is approximately \$20.00 per \$1,000.00 or \$560,000.
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Bonds are: None. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.
3. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
4. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
5. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Bonds.

The District is proposing to issue \$28,000,000 aggregate amount of the Bonds. Proceeds of the Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing all or a portion of the Assessment Area Two Project, (ii) funding Capitalized Interest through at least November 1, 2019, (iii) the funding of the Series 2017 Reserve Account, and (iv) the payment of the costs of issuance of the Series 2017 Bonds. This debt or obligation is expected to be repaid over a period of approximately thirty-two (32) years and ten (10) months. At a net interest cost of approximately 5.148545% for the Bonds, total interest paid over the life of the Bonds will be \$30,549,224.75.

The source of repayment for the Bonds is the Assessment Area Two Special Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will result in approximately \$1,781,868.37 of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Assessment Area Two Special Assessments in the amount of the principal of and interest to be paid on the Bonds.

The address of the Underwriter is:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180

Sincerely,

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

SCHEDULE I

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$ 1,680.00
Clearance	5,880.00
CUSIP	211.00
DTC	500.00
FINRA/SIPC	1,960.00
MSRB	840.00
<u>Electronic Orders</u>	<u>150.00</u>
TOTAL:	\$11,221.00

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** \$27,440,000 (representing the \$28,000,000 aggregate principal amount of the Bonds less an underwriter's discount of \$560,000)
2. **Principal Amounts, Maturities, Interest Rates and Prices:**

<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Price</u>
\$1,780,000	11/01/2023	3.750%	100.000
\$2,675,000	11/01/2028	4.500%	100.000
\$7,655,000	11/01/2038	5.000%	100.000
\$15,890,000	11/01/2050	5.125%	100.000

The Underwriter has offered the Series 2017 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Series 2017 Bonds to the public at a price that is no higher than such initial offering prices.

3. **Redemption Provisions:**

Optional Redemption

The Series 2017 Bonds may, at the option of the District, provided written notice thereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will require less than forty-five (45) days), be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 2032 (less than all Series 2017 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2017 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2017 Optional Redemption Subaccount of the Series 2017 Bond Redemption Account.

Mandatory Sinking Fund Redemption

The Series 2017 Bonds maturing on November 1, 2023 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2017 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2020	\$420,000
2021	435,000
2022	455,000
2023*	470,000

*Maturity

The Series 2017 Bonds maturing on November 1, 2028 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2017 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2024	\$490,000
2025	510,000
2026	535,000
2027	560,000
2028*	580,000

*Maturity

The Series 2017 Bonds maturing on November 1, 2038 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2017 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2029	\$610,000
2030	640,000
2031	670,000
2032	705,000
2033	740,000
2034	775,000
2035	815,000
2036	855,000
2037	900,000
2038*	945,000

*Maturity

The Series 2017 Bonds maturing on November 1, 2050 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2017 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2039	\$ 990,000
2040	1,040,000
2041	1,095,000
2042	1,150,000
2043	1,210,000
2044	1,270,000
2045	1,340,000
2046	1,405,000
2047	1,480,000
2048	1,555,000
2049	1,635,000
2050*	1,720,000

*Maturity

Upon any redemption of Series 2017 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2017 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2017 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2017 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2017 Prepayment Principal deposited into the Series 2017 Prepayment Subaccount of the Series 2017 Bond Redemption Account and from amounts in the Series 2017 Reserve Account in excess of the Series 2017 Reserve Requirement as described in the Second Supplement Indenture, following the payment in whole or in part of Assessment Area Two Special Assessments on any assessable property within Assessment Area Two of the District in accordance with the provisions of the Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2017 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2017 Rebate Fund and the Series

2017 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2017 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2017 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area Two Project and which have been transferred to the Series 2017 General Redemption Subaccount of the Series 2017 Bond Redemption Account. "Completion Date" means the date of completion of the Assessment Area Two Project or such earlier date if sufficient moneys are retained in the Series 2017 Acquisition and Construction Account to complete the Cost of the Assessment Area Two Project, in either case as evidenced by the delivery to the Trustee of a certificate of the Consulting Engineer and the adoption of a resolution by the Board accepting the Assessment Area Two Project as provided by Section 170.09, Florida Statutes, as amended.

(iv) from amounts on deposit in the Series 2017 Reserve Account in excess of the Series 2017 Reserve Requirement and transferred to the Series 2017 Prepayment Subaccount in accordance with the Indenture.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

December 22, 2017

Corkscrew Farms Community Development District
Lee County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$28,000,000 Corkscrew Farms Community Development District Special
Assessment Bonds, Series 2017 (Assessment Area Two Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Corkscrew Farms Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$28,000,000 original aggregate principal amount of Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Bonds. The Bonds are secured pursuant to that certain Master Trust Indenture, dated December 1, 2017, as supplemented by that certain Second Supplemental Trust Indenture, dated as of December 1, 2017 by and between the District and U.S. Bank National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated December 13, 2017 (the "Purchase Agreement"), for the purchase of the Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Agreement.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.
2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Preliminary Limited Offering Memorandum (excluding permitted omissions) and the final Limited Offering Memorandum under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2017 BONDS" (other than the subheading "Book-Entry Only System"), "SECURITY FOR AND SOURCES OF PAYMENT OF THE SERIES 2017 BONDS," and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE," insofar as such statements constitute descriptions of the Bonds or the Indenture, are accurate as to the matters set forth or documents described therein, and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE," insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State") and the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), is accurate as to the matters set forth therein.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Bonds.

Very truly yours,

EXHIBIT D
ISSUER'S COUNSEL'S OPINION

December 22, 2017

Corkscrew Farms Community Development District
Lee County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

Greenberg Traurig, P.A.
West Palm Beach, Florida

GrayRobinson, P.A.
Tampa, Florida

Re:

Re: \$28,000,000 Corkscrew Farms Community Development District (Lee County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Two Project)

Ladies and Gentlemen:

We have acted as counsel to the Corkscrew Farms Community Development District (the "District"), a local unit of special-purpose government existing under the laws of the State of Florida (the "State"), particularly Chapter 190, Florida Statutes, as amended (the "Act") in connection with the authorization, issuance and sale of its \$28,000,000 Special Assessment Bonds, Series 2019 (Assessment Area Two Project) ("Bonds"). In that capacity, we are familiar with matters relating to the preparation, execution and delivery of the Master Trust Indenture dated as of December 1, 2017 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture dated as of December 1, 2017 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee").

The Bonds have been authorized and issued pursuant to the Act, the Florida Constitution and other applicable provisions of Florida law. The District was established by the Board of County Commissioners of Lee County, Florida, by Ordinance 15-16, effective December 16, 2015. The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the major infrastructure within and without the boundaries governed by the District.

The Bonds are being issued pursuant to the Act, the Indenture and the Bond Resolution (as defined herein).

In our capacity as counsel to the District, we have examined Resolution Nos. 2016-24 and 2018-03 adopted by the Board of Supervisors of the District (the "Board") on January 7, 2016 and November 15, 2017, respectively (collectively, the "Bond Resolution") and Resolution Nos. 2018-01, 2018-02 and 2018-04 adopted by the Board on October 27, 2017, October 27, 2017 and November 29, 2017, respectively (collectively, the "Assessment Resolutions"), the Master Assessment Methodology Report for Assessment Area Two dated October 27, 2017, as supplemented by the First Supplemental Assessment Methodology Report dated December 13, 2017 (collectively, the "Assessment Methodology") for the Bonds, an opinion of counsel to the Trustee, an opinion of Bond Counsel, the Final Judgment Validating Bonds, certain certifications of the District Manager and District Financial Consultant and such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below. Additionally, we have examined the Continuing Disclosure Agreement by and among the District, CFEE Land Investments-Sub, LLC, and District Management Services, LLC, d/b/a Meritus Districts, dated the date hereof ("Continuing Disclosure Agreement"), the Bond Purchase Agreement between the District and FMSbonds, Inc. dated December 13, 2017 (the "Bond Purchase Agreement"), the Agreement Regarding the Completion of Certain Improvements by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Collateral Assignment and Assumption of Development Rights Related to the Assessment Area Two Project to be dated as of the Closing Date in recordable form by and between the District and the Landowner (the "Collateral Assignment"), the Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property dated as of December 22, 2017, by and between the District and the Landowner (the "Acquisition Agreement") and the True-Up Agreement to be dated as of the Closing Date in recordable form by and between the District and the Landowner (the "True-Up Agreement"), (together, "Bond Agreements").

With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District.

Based upon the foregoing and subject to the qualifications set forth below, we are of the opinion that:

1. Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government with such powers as set forth in the Act, with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Bond Purchase Agreement, and the Limited Offering Memorandum dated December 13, 2017 for the Bonds (the "Limited Offering Memorandum"); (b) to issue the Bonds for the purpose for which they are issued; (c) to impose, levy and collect the special assessments securing the Bonds (herein, the "Assessment Area Two Special Assessments") and pledge the Series 2017 Pledged Revenues (as defined in the Indenture)

to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolutions; (e) to own and operate the Assessment Area Two Project; and (f) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolutions, the Bond Agreements, the Bonds and the Indenture.

2. The Bonds, Indenture, and the Bond Agreements have been duly authorized, executed and delivered by the District, are valid and binding upon the District and are enforceable against the District in accordance with their respective terms. The terms and provisions of the Indenture and the Bond Agreements are in full force and effect on the date hereof and compliance by the District therewith neither conflicts with, constitutes a default under or results in a breach of the terms of any constitutional provision, law or, to our knowledge, any regulation, order, writ, injunction, decree of any court or governmental entity, any agreement or instrument to which the District is a party or results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the District other than those contemplated by the Indenture.

3. All conditions precedent to the issuance of the Bonds, as prescribed in the Indenture, have been fulfilled.

4. The proceedings by the District with respect to the Assessment Area Two Special Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Assessment Area Two Special Assessments. The Assessment Area Two Special Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Assessment Area Two Special Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

5. There is no litigation pending or, to the best of our knowledge, threatened against the District (i) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Assessment Area Two Special Assessments or the Series 2017 Pledged Revenues pledged for the payment of the debt service on the Bonds; (ii) contesting or affecting the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (iii) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to collect and pledge the Series 2017 Pledged Revenues for the payment of the debt service on the Bonds; and (iv) specifically contesting the exclusion from federal gross income of interest on the Bonds.

6. As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity, required for the adoption of the Bond Resolution and the Assessment Resolutions and the execution and delivery of the Indenture, the Bonds, and the Bond Agreements and for the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

7. The District has duly authorized the execution, delivery, use and distribution of the Limited Offering Memorandum and has duly authorized the delivery, use and distribution of the Preliminary Limited Offering Memorandum dated December 4, 2017 (the "Preliminary Limited Offering Memorandum" and, together with the Limited Offering Memorandum, the "Limited Offering Memoranda").

8. To our knowledge, based upon our review of the Limited Offering Memoranda and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Limited Offering Memoranda, as of the date hereof, nothing has come to our attention which would lead us to believe that the Limited Offering Memoranda when taken as a whole, contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except for the financial information and statistical data contained in the Limited Offering Memoranda or in the Appendices thereto, the information regarding DTC and its book-entry only system of registration, the information contained in the sections titled "SUITABILITY FOR INVESTMENT," "LEGAL MATTERS," "UNDERWRITING," "LEGALITY FOR INVESTMENT," "LITIGATION – The Landowner," "DESCRIPTION OF THE SERIES 2017 BONDS," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "NO RATING," "MISCELLANEOUS," or any Appendices thereto, all information related to the tax-exempt status of the Bonds, or those matters contained in opinions of Bond Counsel, as to all of which no opinion is expressed).

9. The Bonds have been validated by a final judgment of the Circuit Court in and for Lee County, Florida, of which no timely appeal was filed.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

In rendering all of the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing on such public records, certifications, documents and proceedings. We have also assumed the due authorization, execution and delivery of each document by each of the other parties thereto.

Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

The opinions or statements expressed above are based solely on the laws of Florida. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government, any other state or other jurisdiction. We express no

opinion and make no representations with regard to taxes, assessments or other financial information or statistical data.

Very truly yours,

Coleman, Yovanovich & Koester, P.A.

For the Firm

EXHIBIT E

CERTIFICATE OF CFEE LAND INVESTMENTS-SUB, LLC

CFEE LAND INVESTMENTS-SUB, LLC, a Florida limited liability company (the "Landowner"), DOES HEREBY CERTIFY, that:

1. This Certificate of Place at Corkscrew is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated December 13, 2017 (the "Purchase Contract") between Corkscrew Farms Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$28,000,000 original aggregate principal amount of Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Landowner is a limited liability company organized and existing under the laws of the State of Florida.

3. Representatives of the Landowner have provided information to the District to be used in connection with the offering by the District of the Bonds, pursuant to a Preliminary Limited Offering Memorandum dated December 4, 2017, and a final Limited Offering Memorandum dated December 13, 2017 (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent to Jurisdiction of Corkscrew Farms Community Development District and to Imposition of Special Assessments dated December 22, 2017 executed by the Landowner and to be recorded in the public records of Lee County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms.

5. The Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "ASSESSMENT AREA TWO PROJECT," "THE DEVELOPMENT" and "THE DEVELOPER" and, with respect to the Landowner and the Development (as defined in the Limited Offering Memoranda), under the captions "BONDOWNERS' RISKS," "LITIGATION – The Landowner," and "CONTINUING DISCLOSURE" (as it relates to the Landowner only) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Landowner is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Landowner represents and warrants that, to its knowledge, it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Landowner which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents or the Ancillary Documents to which it is a party or on the Development, which has not been disclosed in the Limited Offering Memoranda.

8. The Landowner hereby consents to the levy of the Assessment Area Two Special Assessments on Assessment Area Two, all of which is owned by the Landowner. The levy of the Assessment Area Two Special Assessments on Assessment Area Two will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

9. The Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Landowner acknowledges that the Bonds have the debt service requirements set forth in the final Limited Offering Memorandum and that the Assessment Area Two Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due.

11. To the best of its knowledge, the Landowner is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Landowner is subject or by which the Landowner or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents or Ancillary Documents to which it is party or on the Development and is not delinquent in the payment of any ad valorem, federal or state taxes associated with the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, to the best of its knowledge, threatened against the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent or Ancillary Documents to which the Landowner is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent or Ancillary Documents to which the Landowner is a party, or any and all such other agreements or documents as may be required to be executed by the Landowner, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Landowner, or of the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowner; or (d) which would materially and adversely affect the ability of the Landowner to pay the Assessment Area Two Special Assessments imposed against Assessment Area Two or materially and adversely affect

the ability of the Landowner to perform its various obligations described in the Limited Offering Memoranda.

13. To the best of its knowledge after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including, without limitation, applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use; (b) all government permits have been received, other than certain permits which are expected to be received as needed; (c) the Landowner is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Landowner's ability to complete or cause the completion of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of Assessment Area Two as described in the Limited Offering Memoranda will not be obtained as required.

14. The Landowner acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Assessment Area Two Special Assessments imposed on Assessment Area Two within thirty (30) days following completion of the Assessment Area Two Project and acceptance thereof by the District.

15. The Landowner hereby represents and warrants that, except as expressly disclosed in the Limited Offering Memorandum, it has not previously failed to comply in all material respects with its previous continuing disclosure obligations entered into in connection with any prior offering of securities in order to enable the underwriter of said securities to comply with the provisions of the Rule 15c2-12 of the Securities and Exchange Commission.

16. The Landowner is not in default of any obligations to pay special assessments levied by the District and is not insolvent.

Dated: December 22, 2017.

CFEE LAND INVESTMENTS-SUB, LLC, a
Florida limited liability company, AS
DEVELOPER

By: CFEE Land Investments, a Florida
limited liability company, member

By: _____
_____, _____

EXHIBIT F

CERTIFICATE OF DISTRICT ENGINEER

December 22, 2017

Corkscrew Farms Community Development District
Lee County, Florida

FMSbonds Inc.
North Miami Beach, Florida

U.S. Bank National Association
Orlando, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$28,000,000 Corkscrew Farms Community Development District Special
Assessment Bonds, Series 2017 (Assessment Area Two Project)

Ladies and Gentlemen:

The undersigned representative of BARRACO & ASSOCIATES (the "Engineers"),
DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated December 13, 2017 (the "Purchase Contract"), by and between Corkscrew Farms Community Development District (the "District") and FMSbonds, Inc. with respect to the \$28,000,000 Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated December 4, 2017 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated December 13, 2017 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District to act as consulting engineers.

3. The plans and specifications for the Assessment Area Two Project (as described in the Limited Offering Memoranda) improvements were approved by all regulatory bodies required to approve them or are expected to be obtained in the ordinary course. All environmental and other regulatory permits or approvals required in connection with the construction of Assessment Area Two Project were obtained.

4. The Engineers prepared reports entitled "Master Engineer's Report" dated January 7, 2016, and "Supplement #1 to Engineer's Report dated January 7, 2016" dated October 27, 2017 and revised November 21, 2017 and November 27, 2017 (collectively, the "Report"). The

Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Limited Offering Memoranda and a description of the Report and certain other information relating to the Assessment Area Two Project are included in the Limited Offering Memoranda under the captions "ASSESSMENT AREA TWO PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Limited Offering Memoranda and to the references to the Engineers in the Limited Offering Memoranda.

6. The Assessment Area Two Project improvements that have been constructed are, and the Assessment Area Two Project improvements remaining to be constructed will be, constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to CFEE Land Investments-Sub, LLC (the "Landowner") for acquisition of the improvements included within the Assessment Area Two Project does not exceed the lesser of the cost of the Assessment Area Two Project or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Assessment Area Two Project and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Assessment Area Two Project have been received; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of Assessment Area Two as described in the Limited Offering Memoranda will not be obtained in due course as required, or any other person or entity, necessary for the development of Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto.

9. There is adequate water and sewer service capacity to serve Assessment Area Two.

Date: December 22, 2017

BARRACO & ASSOCIATES

By: _____
Print Name: _____
Title: _____

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

December 22, 2017

Corkscrew Farms Community Development District
Lee County, Florida

FMSbonds Inc.
North Miami Beach, Florida

U.S. Bank National Association
Orlando, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$28,000,000 Corkscrew Farms Community Development District Special
Assessment Bonds, Series 2017 (Assessment Area Two Project)

Ladies and Gentlemen:

The undersigned representative of District Management Services, LLC, d/b/a Meritus Districts ("Meritus"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated December 13, 2017 (the "Purchase Contract"), by and between Corkscrew Farms Community Development District (the "District") and FMSbonds, Inc. with respect to the \$28,000,000 Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated December 4, 2017 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated December 13, 2017 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") relating to the Bonds, as applicable.

2. Meritus has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its \$28,000,000 aggregate principal amount of Bonds and has participated in the preparation of the Limited Offering Memoranda.

3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the Master Assessment Methodology Report dated October 27, 2017 (the "Master Methodology"), as supplemented by the First Supplemental Assessment Methodology Report dated December 13, 2017 (the "Supplemental Methodology" and, together with the Master Methodology, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use

of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Assessment Area Two Project, or any information provided by us, and the Assessment Methodology, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "LITIGATION – The District," and in "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX E: FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

8. The Assessment Area Two Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Assessment Area Two Special Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof.

Dated: December 22, 2017.

**DISTRICT MANAGEMENT SERVICES,
LLC, D/B/A MERITUS DISTRICTS,** a
Florida limited liability company

By: _____
Name: _____
Title: _____

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

(space above this line for recording data)

MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT

THIS MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT is made as of the _____ day of December, 2017, by **FLORIDA COMMUNITY BANK, N.A.** ("**Mortgagee**").

A. Mortgagee is the owner and holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing in the principal amount of \$8,095,000.00 recorded as Instrument #2017000204929 of the Public Records of Lee County, Florida, and related security interests (collectively, the "**Mortgage**") with respect to certain property owned by CFEE Land Investments-Sub, LLC, a Florida limited liability company (the "**Mortgagor**").

B. Mortgagee is the owner and holder of that certain Promissory Note(s), previously executed by the Mortgagor and secured by the Mortgage (collectively, the "**Note**").

C. A portion of the real and personal property encumbered by the Mortgage is located in Lee County, Florida and is legally described on Exhibit "A" attached hereto and made a part hereof (the "**Mortgaged Property**").

D. The Mortgaged Property is included within a special independent district known as Corkscrew Farms Community Development District (the "**District**").

E. The District intends to issue its \$_____,000.00 Corkscrew Farms Community Development District Special Assessment Bonds, Series 2017 (Assessment Area Two Project) (the "**Series 2017 Bonds (Assessment Area Two Project)**") to finance certain infrastructure improvements and facilities for the benefit of all or a portion of the Mortgaged Property and the District has imposed and levied, or will impose and levy, non-ad valorem special assessments on the Mortgaged Property in accordance with Florida law in an amount sufficient to pay the principal of and interest on the Series 2017 Bonds (Assessment Area Two Project) when due (the "**Assessment Area Two Project Assessments**").

F. In order to induce the District to impose and levy the Assessment Area Two Project Assessments and issue the Series 2017 Bonds (Assessment Area Two Project), for the benefit of the Mortgaged Property, the District has required and the Mortgagor has requested that Mortgagee acknowledge (i) the statutory priority of the lien of the Assessment Area Two Project Assessments, (ii) that if Mortgagee becomes the fee simple owner of the Mortgaged Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, its title is subject to all Assessment Area Two Project Assessments not previously paid, and (iii) that to the extent that the imposition of the Assessment Area Two Project Assessments would otherwise constitute a default under the Note, Mortgage, Mortgagee shall waive such default.

G. Mortgagee has agreed to provide such acknowledgments as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee agrees as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. Covenants by Mortgagee. Mortgagee makes the following acknowledgments and agreements to and for the benefit of the District and its successors:

(a) Mortgagee acknowledges that the Assessment Area Two Project Assessments will impose a statutory lien on the Mortgaged Property, superior to the lien of the Mortgage.

(b) Mortgagee agrees that it will not assert against the District, the Trustee or the holders of the Series 2017 Bonds (Assessment Area Two Project) that the lien of the Assessment Area Two Project Assessments, or the payment of the Assessment Area Two Project Assessments, will violate any provision of the Note, Mortgage, or any other agreement made by the Mortgagor with or for the benefit of Mortgagee, in connection with the Mortgage or the Note.

(c) Mortgagee further agrees that it will not in any way contest the legality or the validity of the Assessment Area Two Project Assessments or contest or challenge the future levy or imposition of the Assessment Area Two Project Assessments or any of the proceedings to be conducted in connection therewith.

(d) Mortgagee agrees that if Mortgagee becomes the fee simple owner of the Mortgaged Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, Mortgagee recognizes that its title to the Mortgaged Property is subject to all unpaid Assessment Area Two Project Assessments.

3. Mortgage Not Affected. This Mortgagee Special Assessment Acknowledgment is made by Mortgagee solely for the benefit of the District and the current and future holders of the indebtedness issued by the District including, but not limited to, the Series 2017 Bonds (Assessment Area Two Project). Nothing herein shall in any way affect the Mortgage or limit Mortgagee's rights or Mortgagor's obligations under the Mortgage. Without limiting the generality of the foregoing, nothing herein shall limit Mortgagee's ability to declare a default under the Mortgage in the event of a violation of the terms of the Mortgage.

4. Mortgagee Waivers. By execution of this Mortgagee Special Assessment Acknowledgment, Mortgagee hereby waives any default under the Note or Mortgage, or any other documents entered into in connection with the Mortgage or Note, arising solely from the issuance of the Series 2017 Bonds (Assessment Area Two Project) and the imposition of the Assessment Area Two Project Assessments. No other waiver is given or implied.

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

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed the day and year first above written.

MORTGAGEE:

FLORIDA COMMUNITY BANK, N.A.

WITNESSES:

Witness #1

Type or Print Name

Witness #2

Type or Print Name

By: _____

Name_____

Title:

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of December, 2017 by _____
_____ as _____ of FLORIDA COMMUNITY BANK,
N.A., who is () personally known to me or () has produced _____ as evidence
of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Tract F-3, Place at Corkscrew, according to the Plat thereof, as recorded in Instrument No. 2017000047719, of the Public Records of Lee County, Florida.

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT**

November 15, 2017 Regular Board of Supervisors Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Corkscrew Farms Community Development District was held on **Wednesday, November 15, 2017 at 11:00 a.m.** at The Place at Corkscrew, located at 4954 Royal Gulf Circle, Fort Myers, FL 33966.

1. CALL TO ORDER/ROLL CALL

Debby Hukill called the Regular Meeting of the Board of Supervisors of the Corkscrew Farms Community Development District to order on **Wednesday, November 15, 2017 at 11:07 a.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:

Debby Hukill	Meritus
Greg Urbancic	District Counsel
Carl Barraco	District Engineer
Brian Lamb	District Manager, Meritus
Steve Sanford	Greenberg Traurig, P.A.
Ray Blacksmith	Cameratta Companies
Dominic Cameratta	Cameratta Companies

Via Conference Call
Via Conference Call
Via Conference Call
Via Conference Call

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 First Supplemental Assessment Methodology Report

Mr. Lamb reviewed the First Supplemental Assessment Methodology Report with the Board.

MOTION TO:	Approve the First Supplemental Assessment Methodology Report in substantial form.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Yano
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

B. Consideration of Resolution 2018-03; Delegated Bond Award Resolution

- i. Bond Purchase Contract**
- ii. Preliminary Limited Offering Memorandum**
- iii. Continuing Disclosure Agreement**
- iv. Second Supplemental Trust Indenture**

Mr. Sanford went over the Delegated Bond Award Resolution and associated exhibits with the Board.

MOTION TO:	Approve Resolution 2018-03; Delegated Bond Award Resolution
MADE BY:	Supervisor Yano
SECONDED BY:	Supervisor Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

C. General Matters of the District

4. CONSENT AGENDA

- A. Consideration of the Board of Supervisors Meeting Minutes October 11, 2017**
- B. Consideration of the Board of Supervisors Continued Meeting Minutes November 15, 2017**
- C. Consideration of the Operations and Maintenance Expenditures October 2017**
- D. Review of Financial Statements Month Ending October 31, 2017**

The Board reviewed the Consent Agenda items.

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

5. STAFF REPORTS

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

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments.

7. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Yano
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	/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 29, 2017 Regular Board of Supervisors Meeting

Minutes of the Public Hearing & Regular Meeting

The Public Hearing & Regular Meeting of the Corkscrew Farms Community Development District was held on **Wednesday, November 29, 2017 at 11:00 a.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 Public Hearing & Regular Meeting of the Board of Supervisors of the Corkscrew Farms Community Development District to order on **Wednesday, November 29, 2017 at 11:00 a.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	District Manager, Meritus
Greg Urbancic	District Counsel
Carl Barraco	District Engineer
Dominic Cameratta	Cameratta Companies

Ray Blacksmith	Cameratta Companies	<i>via Conference Call</i>
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There were no members of the general public present.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. PUBLIC HEARING ON LEVYING SPECIAL ASSESSMENTS

A. Open the Public Hearing on Levying Special Assessments

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	/0 – Motion Passed Unanimously

B. Staff Presentations

i. Consideration of the Master Assessment Methodology Report

Mr. Lamb went over the Master Assessment Methodology Report in detail with the Board.

MOTION TO:	Accept the Master Assessment Methodology Report.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

ii. Consideration of the First Supplemental Assessment Methodology Report

Mr. Lamb went over the First Supplemental Assessment Methodology Report in detail with the Board.

MOTION TO:	Accept the First Supplemental Assessment Methodology Report.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

**iii. Consideration of the Revised Supplement #1 to District Engineer's Report
Dated January 7, 2016**

Mr. Barraco went over revised Supplement #1 to District Engineer's Report which incorporates the comments received.

MOTION TO:	Accept the Revised Supplement #1 to District Engineer's Report Dated January 7, 2016
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Yano
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

C. Public Comments

There were no public comments.

D. Consideration of Resolution 2018-04; Levying Special Assessments

Mr. Urbancic went over the resolution with the Board

MOTION TO:	Approve Resolution 2018-04.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	3/0 – Motion Passed Unanimously

E. Close the Public Hearing on Levying Special Assessments

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

4. BUSINESS ITEMS

A. General Matters of the District

The next CDD Meeting will be mid-December for pre-closing.

5. STAFF REPORTS

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

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments.

7. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor 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 Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	8113	\$ 2,812.50		Management Services - November
Monthly Contract Sub-Total		\$ 2,812.50		
Variable Contract				
Coleman, Yovanovich & Koester, P.A.	6677 001M 16	\$ 1,153.75		Professional Services - thru 10/31/17
Variable Contract Sub-Total		\$ 1,153.75		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Us Bank	4797111	\$ 4,040.63		Trustee Fees - thru 09/30/17
Us Bank	4799367	1,000.00	\$ 5,040.63	Admission Fees - 10/01/2017 - 09/30/18
Regular Services Sub-Total		\$ 5,040.63		
Additional Services				
The News-Press Media Group	794587	\$ 902.12		Package Advertising - thru 08/13/2017
Additional Services Sub-Total		\$ 902.12		
TOTAL:		\$ 9,909.00		

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

Meritus Districts

2005 Pan Am Circle
Suite 120
Tampa, FL 33607



INVOICE

Invoice Number: 8113
Invoice Date: Nov 1, 2017
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
	Airborne		11/1/17

Quantity	Item	Description	Unit Price	Amount
	DMS	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

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
October 31, 2017
File No: 6677-001M
Statement No: 16

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

Previous Balance \$2,990.00

Fees

09/06/2017	GLU	Review and respond to email correspondence from Brittany Crutchfield regarding agenda for meeting	32.50
10/03/2017	GLU	Review and respond to email correspondence from Dominic Cameratta regarding HOA-CDD agreement and insurance; Review existing agreement and proposed exhibit; Review email correspondence from Dominic Cameratta on meeting agenda	130.00
10/19/2017	GLU	Review and respond to email correspondence from Cheryl Yano on executed HOA-CDD agreement	32.50
	GLU	Exchange email correspondence with manager on agenda and agenda items; Revise agenda	81.25
10/25/2017	GLU	Review and respond to email correspondence from Brittany Crutchfield on notice questions	65.00
10/27/2017	GLU	Preparation for Board of Supervisors meeting; Attendance at Board of Supervisors meeting	812.50
		Professional Fees through 10/31/2017	1,153.75
		Total Current Work	1,153.75

Payments

Total Payments Through 11/14/2017	-2,990.00
Balance Due	<u>\$1,153.75</u>



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

Invoice Number: 4797111
Account Number: 252523000
Invoice Date: 10/25/2017
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: 4797111
Account Number: 252523000
Current Due: \$4,040.63

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

NOV 02 2017

Wire Instructions:

U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 252523000
Invoice # 4797111
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: 4797111
Invoice Date: 10/25/2017
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 10/01/2017 - 09/30/2018				\$3,750.00
Incidental Expenses	3,750.00	0.0775		\$290.63
Subtotal Incidental Expenses				\$290.63
TOTAL AMOUNT DUE				\$4,040.63



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

Invoice Number: 4799367
Account Number: 252523001
Invoice Date: 10/25/2017
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

NOV 02 2017

Invoice Number: 4799367
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 # 4799367
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: 4799367
Invoice Date: 10/25/2017
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 10/01/2017 - 09/30/2018				\$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

The News-Press media group

PART OF THE USA TODAY NETWORK
2442 Dr. Martin Luther King Jr., Blvd., Fort Myers, FL 33901

ACCOUNT NAME Corkscrew Farms CDD		ACCOUNT # 9659	PAGE # 1 of 1
INVOICE # 0000794587	BILLING PERIOD Aug 1- Aug 31, 2017	PAYMENT DUE DATE September 20, 2017	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) -\$927.95	TOTAL AMOUNT DUE \$902.12	
BILLING ACCOUNT NAME AND ADDRESS Corkscrew Farms CDD Attn: Nicole Chamberling 5680 W Cypress ST Tampa, FL 33607-7002		BILLING INQUIRIES/ADDRESS CHANGES 1-877-283-2392 or FTMY@ccc.gannett.com	
		FEDERAL ID 47-2493274	
<p>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.</p> <p>All funds payable in US dollars.</p>			

000000965900000000000000007945870009021210267

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
8/1/17	Balance Forward	-\$172.88

Package Advertising:

Start-End Date	Package Description	PO Number	Package Cost
7/30/17-8/6/17	0002310957 CORKSCREW FARMS COM		\$573.20
8/6/17-8/13/17	0002322729 CYPRESS SHADOWS COM		\$501.80

date 11/03
Inv # 794587

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 September 20, 2017		AMOUNT PAID	
ACCOUNT NUMBER 9659		INVOICE NUMBER 0000794587			
CURRENT DUE \$1,075.00	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$267.68	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$487.39	UNAPPLIED PAYMENTS -\$927.95
					TOTAL AMOUNT DUE \$902.12
REMITTANCE ADDRESS (Include Account# & Invoice# on check) News-Press Media Group P O Box 677583 Dallas, TX 75267-7583			<p>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</p> <p><input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX</p> <p>Card Number _____</p> <p>Exp Date ____/____/____ CVV Code _____</p> <p>Signature _____ Date _____</p>		

000000965900000000000000007945870009021210267

Corkscrew Farms Community Development District

Financial Statements
(Unaudited)

Period Ending
October 31, 2017



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 10/31/2017

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2016	Capital Project Funds - Series 2016	General Fixed Assets	General Long-Term Debt	Total
Assets						
Cash--Operating Account	713	0	0	0	0	713
Cash - Revenue - Series 2016 #3000	0	806,006	0	0	0	806,006
Cash - Interest - Series 2016 #3001	0	0	0	0	0	0
Cash - Reserve - Series 2016 #3004	0	960,292	0	0	0	960,292
Cash - Prepayment - Series 2016 #3005	0	782,822	0	0	0	782,822
Cash - Capital Int- Series 2016 #3007	0	0	0	0	0	0
Cash- Acq/Cont. Gen Fund - Series 2016 #3006	0	0	42	0	0	42
Due From General Fund	0	0	0	0	0	0
Prepaid Items	0	0	0	0	0	0
Prepaid General Liability Insurance	2,551	0	0	0	0	2,551
Prepaid D & O Insurance	930	0	0	0	0	930
Construction Work in Progress	0	0	0	18,368,743	0	18,368,743
Amount Available-Debt Service	0	0	0	0	1,525,732	1,525,732
Amount To Be Provided-Debt Service	0	0	0	0	18,074,268	18,074,268
Other	0	0	0	0	0	0
Total Assets	4,194	2,549,120	42	18,368,743	19,600,000	40,522,098
Liabilities						
Accounts Payable	2,480	0	0	0	0	2,480
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
Total Liabilities	2,480	0	0	0	19,600,000	19,602,480
Fund Equity & Other Credits						
Fund Balance-All Other Reserves	0	1,615,419	42	0	0	1,615,461
Fund Balance-Unreserved	9,925	0	0	0	0	9,925
Investment in General Fixed Assets	0	0	0	18,368,743	0	18,368,743
Other	(8,211)	933,701	0	0	0	925,490
Total Fund Equity & Other Credits	1,714	2,549,120	42	18,368,743	0	20,919,618

Corkscrew Farms CDD

Balance Sheet

As of 10/31/2017

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2016	Capital Project Funds - Series 2016	General Fixed Assets	General Long-Term Debt	Total
Total Liabilities & Fund Equity	<u><u>4,194</u></u>	<u><u>2,549,120</u></u>	<u><u>42</u></u>	<u><u>18,368,743</u></u>	<u><u>19,600,000</u></u>	<u><u>40,522,098</u></u>

Corkscrew Farms CDD

Statement of Revenues & Expenditures

General Fund - 001

From 10/1/2017 Through 10/31/2017

(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	8,029	0	(8,029)	(100)%
Operation & Maintenance-Off Roll	189,556	971	(188,585)	(99)%
Total Revenues	93,210	971	(92,239)	(99)%
Expenditures				
Financial & Administrative				
District Manager	34,000	2,813	31,188	92 %
District Engineer	12,500	0	12,500	100 %
Trustee Fees	8,000	5,041	2,959	37 %
Auditing Services	5,500	0	5,500	100 %
Postage, Phone, Faxes, Copies	150	0	150	100 %
Public Officials Insurance	2,500	0	2,500	100 %
Bank Fees	300	0	300	100 %
Dues, Licenses, & Fees	260	175	85	33 %
Legal Counsel				
District Counsel	12,500	1,154	11,346	91 %
Other Physical Environment				
Property & Casualty Insurance	15,000	0	15,000	100 %
Reserves				
Undesignated Reserves	2,500	0	2,500	100 %
Total Expenditures	93,210	9,182	84,028	90 %
Excess of Revenues Over (Under) Expenditures	0	(8,211)	(8,211)	0 %
Fund Balance, Beginning of Period	0	9,925	9,925	0 %
Fund Balance, End of Period	0	1,714	1,714	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

Debt Service Fund - Series 2016 - 200

From 10/1/2017 Through 10/31/2017

(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	1,274,563	0	(1,274,563)	(100)%
Debt Service Prepayments	0	178,311	178,311	0 %
Debt Service Assessments-Off Roll	0	9,120	9,120	0 %
Debt Service Assessments-Developer	0	745,526	745,526	0 %
Interest Earnings				
Interest Earnings	0	743	743	0 %
Total Revenues	<u>1,274,563</u>	<u>933,701</u>	<u>(340,862)</u>	<u>(27)%</u>
Expenditures				
Debt Service Payments				
Interest	924,562	0	924,562	100 %
Principal	350,000	0	350,000	100 %
Total Expenditures	<u>1,274,562</u>	<u>0</u>	<u>1,274,562</u>	<u>100 %</u>
Excess of Revenues Over (Under) Expenditures	<u>1</u>	<u>933,701</u>	<u>933,700</u>	<u>93,369,968 %</u>
Fund Balance, Beginning of Period	0	1,615,419	1,615,419	0 %
Fund Balance, End of Period	<u><u>1</u></u>	<u><u>2,549,120</u></u>	<u><u>2,549,119</u></u>	<u><u>254,911,875 %</u></u>

Corkscrew Farms CDD

Statement of Revenues & Expenditures

Capital Project Funds - Series 2016 - 300

From 10/1/2017 Through 10/31/2017

(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
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash--Operating Account
Reconciliation ID: 10/31/17
Reconciliation Date: 10/31/2017
Status: Locked

Bank Balance	4,602.52
Less Outstanding Checks/Vouchers	3,889.62
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	712.90
Balance Per Books	<u>712.90</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: 10/31/17

Reconciliation Date: 10/31/2017

Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1041	10/12/2017	System Generated Check/Voucher	175.00	Florida Dept of Economic Opportunity
1042	10/27/2017	System Generated Check/Voucher	2,812.50	Meritus Districts
1043	10/27/2017	System Generated Check/Voucher	902.12	News-Press Media Group
Outstanding Checks/Vouchers			3,889.62	

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 10/31/17

Reconciliation Date: 10/31/2017

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1038	8/18/2017	System Generated Check/Voucher	3,100.00	Grau and Associates
1040	8/25/2017	System Generated Check/Voucher	2,812.50	Meritus Districts
Cleared Checks/Vouchers			5,912.50	

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account
Reconciliation ID: 10/31/17
Reconciliation Date: 10/31/2017
Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	CR032	10/3/2017	Lot Closing CK# 109084, 109085 and Prepaymnt Wire # 016075	970.69
Cleared Deposits				970.69



FLORIDA COMMUNITY BANK
(866) 764-0006 • www.floridacommunitybank.com
1255 Tamiami Trail, Port Charlotte, FL 33953
Return Service Requested

NOV 08 2017

00004644-0011743-0001-0002-FIMR8006581031174860

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

Last statement: September 30, 2017
This statement: October 31, 2017
Total days in statement period: 31

Page: 1 of 2
XXXXXX9400
(3)

Direct inquiries to:
Local Branch, 239 437-0025

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

FCB HAS TEAMED UP WITH IBM TO BRING YOU OPTIMUM SECURITY YOU CAN BANK ON JUST LOG ON TO FLORIDACOMMUNITYBANK.COM FROM ANY DEVICE YOU USE TO BANK DOWNLOAD TRUSTEER-RAPPORT® AND FOLLOW THE EASY INSTALLATION INSTRUCTIONS IT'S THAT EASY TO PROTECT ALL YOUR MAC, WINDOWS, IOS AND ANDROID DEVICES THIS FREE TOOL DETECTS AND BLOCKS ALL ATTEMPTS TO COMPROMISE YOUR DATA LOG ON TODAY TO PROTECT YOUR BANKING SESSIONS FROM THE LATEST THREATS

Public Funds Checking

Account number	XXXXXX9400	Beginning balance	\$9,544.33
Enclosures	3	Total additions	970.69
		Total subtractions	5,912.50
		Ending balance	\$4,602.52

CHECKS

Number	Date	Amount	Number	Date	Amount
1038	10-02	3,100.00			
1040 *	10-03	2,812.50			

* Skip in check sequence

CREDITS

Date	Description	Additions
10-03	Deposit	970.69

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
09-30	9,544.33	10-02	6,444.33	10-03	4,602.52

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



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



Page: 2 of 2

DEPOSIT TICKET FOR CLEAR COPY, PRIEST FAMILY		DATE 10/3/2017		TOTAL TOTAL		TOTAL TOTAL	
CURRENCY CASH		CURRENCY CASH		CURRENCY CASH		CURRENCY CASH	
1	1040.84	2	970	3	970	4	970
5		6		7		8	
9		10		11		12	
13		14		15		16	
17		18		19		20	
21		22		23		24	
25		26		27		28	
29		30		31		32	
33		34		35		36	
37		38		39		40	
41		42		43		44	
45		46		47		48	
49		50		51		52	
53		54		55		56	
57		58		59		60	
61		62		63		64	
65		66		67		68	
69		70		71		72	
73		74		75		76	
77		78		79		80	
81		82		83		84	
85		86		87		88	
89		90		91		92	
93		94		95		96	
97		98		99		100	
101		102		103		104	
105		106		107		108	
109		110		111		112	
113		114		115		116	
117		118		119		120	
121		122		123		124	
125		126		127		128	
129		130		131		132	
133		134		135		136	
137		138		139		140	
141		142		143		144	
145		146		147		148	
149		150		151		152	
153		154		155		156	
157		158		159		160	
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169		170		171		172	
173		174		175		176	
177		178		179		180	
181		182		183		184	
185		186		187		188	
189		190		191		192	
193		194		195		196	
197		198		199		200	
201		202		203		204	
205		206		207		208	
209		210		211		212	
213		214		215		216	
217		218		219		220	
221		222		223		224	
225		226		227		228	
229		230		231		232	
233		234		235		236	
237		238		239		240	
241		242		243		244	
245		246		247		248	
249		250		251		252	
253		254					

10/03/2017 Deposit \$970.69

[illegible]

1038
1038

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2001 PAM AM CR DATE 100
TAMPA, FL 33607-2300

PER
FARMER CASH PAYE BANK

DATE

AMOUNT

\$\$\$Three Thousand One Hundred and 00/100 Dollars

\$

6/19/2017

\$3,100.00

PAY
TO THE
ORDER
OF:

Grout and Associates
2700 N. Military Trail, Suite 350
Boca Raton, FL 33431
USA

Yield after 180 Days
Two Signatures Required

AUTOCHECK SIGNATURE

10

⑆001038⑆ 15065016756⑆ 1520219400⑆

10/02/2017	1038	\$3,100.00
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THE ABOVE INFORMATION APPLIES ONLY
TO THE FIVE YEAR REENTRY PERIOD ONLY
AND DOES NOT APPLY TO OTHER PERIODS

1040
15-11-80

100
FLORIDA GOVERNMENT BOND

DATE

AMOUNT

\$

6/25/2017

\$2,812.50

Two Thousand Eight Hundred Twelve and 50/100 Dollars

Pay to the order of

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

Valid after 100 days
Two signatures Required

UNRECORDED BOND

100 1040 0066016765 1520214001

10/03/2017	1040	\$2,812.50
------------	------	------------

PAY TO THE ORDER OF
 THE ISSUING OFFICE
 TADPA, #1 Subclass
 FROM DEPOSIT ONLY
 DISTRICT INQUIRY CENTER
 WASHINGTON, D.C. 20535
 8900994906

FOR DEPOSIT ONLY
 MERITEST COURT
 2017-10-02
 8900994906

00004644-0011745-0002-0002-FIMR8065810...360(00004644)-000011747

