

Amelia Concourse
Community Development District

October 23, 2018

AGENDA

***Amelia Concourse
Community Development District
Special Meeting Agenda***

Tuesday
October 23, 2018
11:00 a.m.

Amelia Concourse Amenity Center
85200 Amaryllis Court
Fernandina Beach, Florida 32034
Call In # 1-800-264-8432 Code # 988243

- I. Roll Call
- II. Audience Comments
- III. Organizational Matters
 - A. Acceptance of Resignation of David Jae
 - B. Consideration of Appointing a New Supervisor to Fill the Unexpired Term of Office (2020)
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Consideration of Resolution 2019-01, Designating Officers
- IV. Consideration of Financing Matters
 - A. Resolution 2019-02, Declaring Special Assessments
 - B. Resolution 2019-03, Setting a Public Hearing Date
 - C. Financing Funding Agreement
 - D. Assignment Documents
- V. Other Business
- VI. Audience Comments / Supervisor's Requests
- VII. Next Scheduled Meeting - November 27, 2018 at 11:00 a.m. at the Amelia Concourse Amenity Center
- VIII. Adjournment

THIRD ORDER OF BUSINESS

A.

From: Courtney Hogge <chogge@gmsnf.com>
Subject: Fwd: David Jae - Amelia Concourse Letter of Resignation
Date: October 16, 2018 at 5:38 PM
To:

CH

----- Forwarded message -----

From: David Jae <djae@lerneradvisors.com>
Date: Tue, Oct 16, 2018, 2:48 PM
Subject: David Jae - Amelia Concourse Letter of Resignation
To: Daniel Laughlin <dlaughlin@gmsnf.com>
Cc: Dave deNagy <ddenagy@gmsnf.com>, Scott Campbell <scampbell@lerneradvisors.com>

Daniel,

Attached, please find my letter of resignation, effective today. If you have any further questions, feel free to email my personal account (DavidPJae@gmail.com).

Thanks,

David

Begin forwarded message:

From: "Lerner Copier" <lernercopier@lerneradvisors.com>
Date: October 16, 2018 at 2:08:21 PM EDT
To: "David Jae" <djae@lerneradvisors.com>

D.

RESOLUTION 2019-01

**A RESOLUTION DESIGNATING OFFICERS OF THE
AMELIA CONCOURSE COMMUNITY DEVELOPMENT
DISTRICT**

WHEREAS, the Board of Supervisors of the Amelia Concourse Community Development District at a special business meeting held on October 23, 2018 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 23rd DAY OF OCTOBER 2018

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

A.

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS FOR ASSESSMENT AREA THREE; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the “Board”) of the Amelia Concourse Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s *Amelia Concourse Subdivision Phase II and Phase III Engineer’s Report*, dated November 9, 2018, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes*, (the “Assessments”); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Third Supplemental Special Assessment Methodology*

Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project), dated October, 2018, attached hereto as **Exhibit B** and incorporated herein by reference and on file at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District Records Office”), and at the offices of McCranie & Associates, 3 South 2nd Street, Fernandina Beach, Florida 32034 (“District Local Records Office”); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

1. Assessments shall be levied to defray the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$5,035,635 (the “Estimated Cost”).
4. The Assessments will defray approximately \$5,955,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, debt service reserve and contingency.
5. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in

any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Nassau County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 23rd day of October, 2018.

ATTEST:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

ASSISTANT SECRETARY

CHAIRPERSON

Exhibit A: *Amelia Concourse Subdivision Phase II and Phase III Engineer's Report*, dated November 9, 2018

Exhibit B: *Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project)*, dated October , 2018

EXHIBIT A

**Amelia Concourse Subdivision
Phase II and Phase III**

Engineers Report

Prepared for:

Amelia Concourse Community Development District
Board of Supervisors

Prepared by:



McCranie & Associates, Inc.
Daniel I. McCranie, P.E.

January 26, 2016

Updated November 9, 2018

INTRODUCTION

The Amelia Concourse Community Development District (the "District"), encompasses approximately 200 acres within the unincorporated area of the Eastern part of Nassau County, Florida. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for the community development within the District. The District is located in Parts of Section 30, Township 2 North, Range 27 East. The District is currently bounded to the north by the Amelia National single-family development, to the east by Timberlake single-family development, vacant parcels and wetlands to the south and Hampton Lakes (aka Amelia Walk) single-family development to the west. Access to the District is via the Amelia Concourse roadway approximately two miles south of State Road 200/Highway A1A ("A1A"). The District lies approximately half way between I-95 and the Intercoastal Waterway. **Exhibit 1** represents a Vicinity Map showing the location of the development and the adjacent roads and cities and **Exhibit 2** is an enlarged Location Map of the same area. **Exhibit 3** is a survey and legal description of the District.

The initial developer, Amelia Concourse Development, LLC (the "Original Developer") initially owned all of the land within the District and worked with the District to complete the Phase I capital improvements (the "Phase I Projects") and the recreation and amenity improvements, described in the Amelia Concourse Community Development District Engineers Report dated August 24, 2006, revised May 8, 2007, prepared by McCranie & Associates, Inc. (the "Original Engineers Report"). The project is being developed in three separate Phases. The Phase I Project and the Phase II Project has been completed. Each additional phase will complete its portion of the infrastructure. The timing of the infrastructure improvements for the remaining phases will be based on the rate of absorption.

The District is planned to consists of 458 single-family units. As of the date of this Report, all of the 133 lots comprising Phase I have been developed and sold to end users. All of the 153 lots comprising Phase II have been developed and sold to end users or remain owned by the home builder. Phase III has 172 undeveloped, single-family units. Subsequent to the District pursuing a foreclosure action, due to the Original Developer's failure to pay debt and operations and maintenance assessments on the property comprising Phases 2 and 3, Amelia Concourse SPE, LLC (the "New Landowner") acquired title to the property comprising Phases 2 and 3. The New Landowner entered into a purchase agreement with a local builder to purchase all of the lots comprising Phase II. The New Landowner has also entered into an agreement with the same local builder to purchase all the Phase III lots.

The project is being developed in three Phases. The District is now prepared to construct the Phase 3 Project (as defined herein). The purpose of this Engineer's Report is to supplement the Original Engineers Report, but solely with respect to Phase III.

All the offsite and onsite infrastructure and subdivision improvements have been designed to accommodate the project at build out as well as to conform to Nassau County's plans, rules and regulations for the area.

GOVERNMENT ACTIONS

Construction for the improvements for Phase I and Phase II is complete. Permitting for the improvements for Phase 3 is in process. The permits were once approved by Nassau County, but they expired earlier in 2018. These permits are applied for and there is no reason to believe they will not be issued. **Table 1** is a list of all of the development permits applied for and received to date. Jurisdictional wetland delineation for the entire District has been completed and accepted by the St. Johns River Water Management District (SJRWMD). SJRWMD permits and construction plan approval from Nassau County are approved. All applicable zoning, vesting and concurrency approvals are in place. The first phase infrastructure construction began in April 2006 and was completed in May, 2008. The JEA has issued a water and sewer availability letter indicating the availability of water and sewer to serve the entire community. There are no foreseeable issues that would hinder the ability to develop Phase III.

Table 1*Summary of Development Permits*

<u>Regulatory Agency</u>	<u>Type of Permit</u>	<u>Permit No.</u>	<u>Status</u>
St. Johns River WMD	Environmental Resource Permit – Phase II and III	IND-089092522-23	Approved 3/16/15 Expires 3/16/20
Nassau County	Phase I Development Plans	SP04-035	Approved 05/17/2005 Constructed
Nassau County	Phase II Development Plans	SP12-010	Approved 7/29/13 Constructed
Nassau County	Phase III Development Plans	SP07-024	Submitted 7/29/18 Expected 11/10/2018
U.S. Army Corps of Engineers	Wetland Impact –	SAJ – 2004-10791-BAL	Approved 06/12/2006 Completed.
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase I	0083071-104-DS	Approved 08/21/2006 Completed
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase I	0003013-082-DWC	Approved 08/20/2006 Completed
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase II	0083071-154-DSGP	Approved 6/6/13 Completed
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase II	0003013-175-DWC	Approved 6/6/13 Completed
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase III	0083071-xxx-DSGP	to be submitted Expected 11/10/18
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase III	0003013-xxx-DWC	to be submitted Expected 11/10/18

It is my opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District as presented in the summary of statutory items estimated project cost, subject to, continued compliance with all County requirements and permit issuance.

STORMWATER MANAGEMENT SYSTEM

The design criteria for the District's stormwater management system are regulated by the SJRWMD. The District is located in the Nassau River drainage basin. The pre-development site runoff and water management conditions have been examined, modeled, and accepted by the SJRWMD. The existing onsite natural occurring wetlands have been delineated and verified by SJRWMD.

The stormwater management plan for the district focuses on utilizing newly constructed ponds, in upland areas, for stormwater treatment in conjunction with the natural occurring wetlands. The natural occurring wetlands and lake system account for approximately 35.5% of the District's land area.

The District's objectives for the stormwater management system are:

1. Provide stormwater quality treatment, storage, and conveyance.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydro periods
4. To insure that adverse stormwater impacts do not occur upstream or downstream as a result of the development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which naturally drain through the District.
6. To preserve the function of the floodplain storage during the 100-year storm event.

The stormwater collection and overflow systems will be a combination of curb inlets, pipe culverts, control structures and open waterways. Wetland hydro periods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the overflow control structures. The stormwater management system for future subdivision development will be installed as each phase is developed. The first phase of the stormwater management system is designed to operate efficiently and is not dependent on any infrastructure improvements included as part of the second phase of development.

WETLANDS MITIGATION

The proposed wetland mitigation consists of upland and wetland preservation in accordance with the permit requirements from the SJRWMD.

WASTEWATER COLLECTION SYSTEM

The District lies within the unincorporated area of Nassau County and the JEA provides the wastewater service. The District is in JEA's Nassau County Regional W.W.T.P. service area. In 2005, a wastewater application for component parts of the first phase of the utility system was submitted and approved by the JEA. The outstanding permits enforced today includes the infrastructure to handle all single family homes in the development. The District's onsite sanitary sewer system will consist of 8" and 10" gravity sewer lines with appurtenant manholes and one (1) pumping stations. For the first phase of development, the District has installed approximately

six hundred and forty feet (640) of 8" force main connecting with the existing JEA force main lying in the Amelia Concourse right-of-way. Phase III will include extending the system onsite to serve the remaining phase. The wastewater service for the first phase of development included one (1) pump station along with appurtenant collection lines, manholes and force mains located within the right-of-ways.

POTABLE WATER DISTRIBUTION SYSTEM

The District lies within the unincorporated area of Nassau County and the JEA provides the potable water service. The District is served by a connection with the existing JEA water main in the Amelia Concourse right-of-way with water supplied by the Nassau Water Treatment Facility. The water distribution systems will consist of 10", 8", 6", and 4" water mains with appurtenant valves and fire hydrants.

ROADWAYS

Primary vehicular access to the District is provided from the Amelia Concourse with Daisy Lane providing a two (2) lane, unloaded access road with a median at the entrance. Secondary vehicular access to the District is provided with Bellflower Way providing a two (2) lane, loaded access road. Amelia Concourse is a four-lane divided County road. The Amelia Concourse runs south from A1A along a portion of the northern boundary of the District. The development plan allows for three access points along the Amelia Concourse. The internal road design for the District complies with the Nassau County transportation road circulation design criteria. In the first phase of the development, Daisy Lane, along with the other local streets, provide access from each lot to the Amelia Concourse. Daisy Lane is irrigated and landscaped and has underground electric, streetlights and sidewalks. The District's major entrance features and landscaping were part of the first phase of development. All Phase I improvements necessary for Phase III, have been constructed.

By Nassau County Resolution No. 2003-109 and Resolution No. 2003-141, The Nassau County Board of County Commissioners created a municipal service benefit unit (MSBU) known as the Amelia Concourse Assessment Area (Assessment Area) for the purpose of funding the construction of Amelia Concourse roadway (Improvements) to improve access to the properties located within the boundaries of the Assessment Area. Improvement assessments were determined and imposed on properties within the Assessment Area beginning in November 2004 and continuing for a period of ten (10) years. It was determined in mid-2005 that the bonds issued by the MSBU did not provide sufficient funding for the Improvements. The landowners within the Assessment Area entered into a Contribution Agreement on August 19, 2005 (OR Book 1344/Pg 1493-1556) to pay its own prorata share of the costs and expenses above the revenue inflows from the Bonds based upon the number of ERU's assigned to each landowner. The Amelia Concourse Community Development District may prepay the remaining capital contribution related to the Bonds, and may pay the additional construction contribution.

RECREATION AREA

The recreation area is a one-acre site located within the District and was constructed with the Phase I improvements. The recreation area consists of a clubhouse, swimming pool, parking lot, and playground.

ENTRANCE FEATURES, LANDSCAPING AND PERIMETER FENCING AND BUFFERING

The District has included signage and landscape features at the entrance of the District at the intersection of Daisy Lane and Amelia Concourse. Daisy Lane is heavily landscaped on both sides of the roadway. These features were constructed with the Phase I improvements.

PROJECT COSTS

The Summary of Statutory Items Estimated Project Costs detailed in **Table 2** outlines the anticipated costs associated with the construction of the District's infrastructure. The costs associated with the Phase II and Phase III infrastructure include, roadways and sidewalks, storm sewer system, potable water system, sanitary sewer system, underground utilities, entrance features, landscaping, and perimeter buffering.

Table 2

Summary of Estimated Project Costs

Category	Phase III
Clearing & Grading	\$ 1,662,475
Roadway	\$ 1,043,400
Stormwater	\$ 776,072
Water	\$ 520,091
Sewer	\$ 808,597
Electrical	\$ 90,000
Landscaping, Entry Monuments & Signs	\$ 45,000
Engineering/ Permitting	\$ 90,000
Total	\$ 5,035,635

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide their intended function so long as the construction is in substantial compliance with the design and permits.

Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the approved constructed drawings and specifications, last revision.

It is my professional opinion that the infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012 (1) and (2) of the Florida Statutes.

The estimate of the infrastructure construction costs is composed of estimates or established contractual amounts and is not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Nassau County and quantities as represented on the construction plans. The labor market, future costs of equipment and materials, and the actual construction process are all beyond my control.

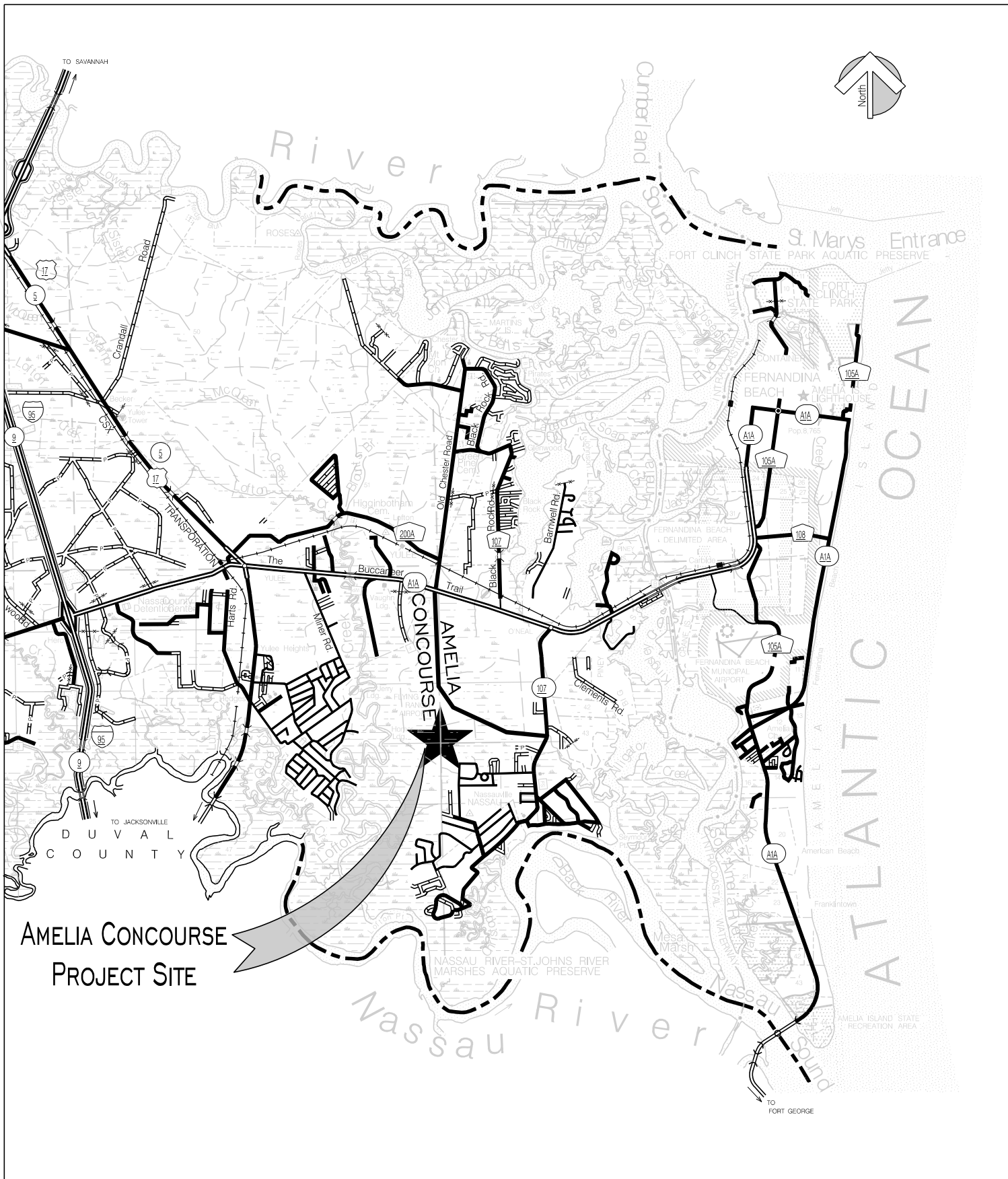
Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional service for establishing the opinion of estimated construction costs are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Appendix A

Description

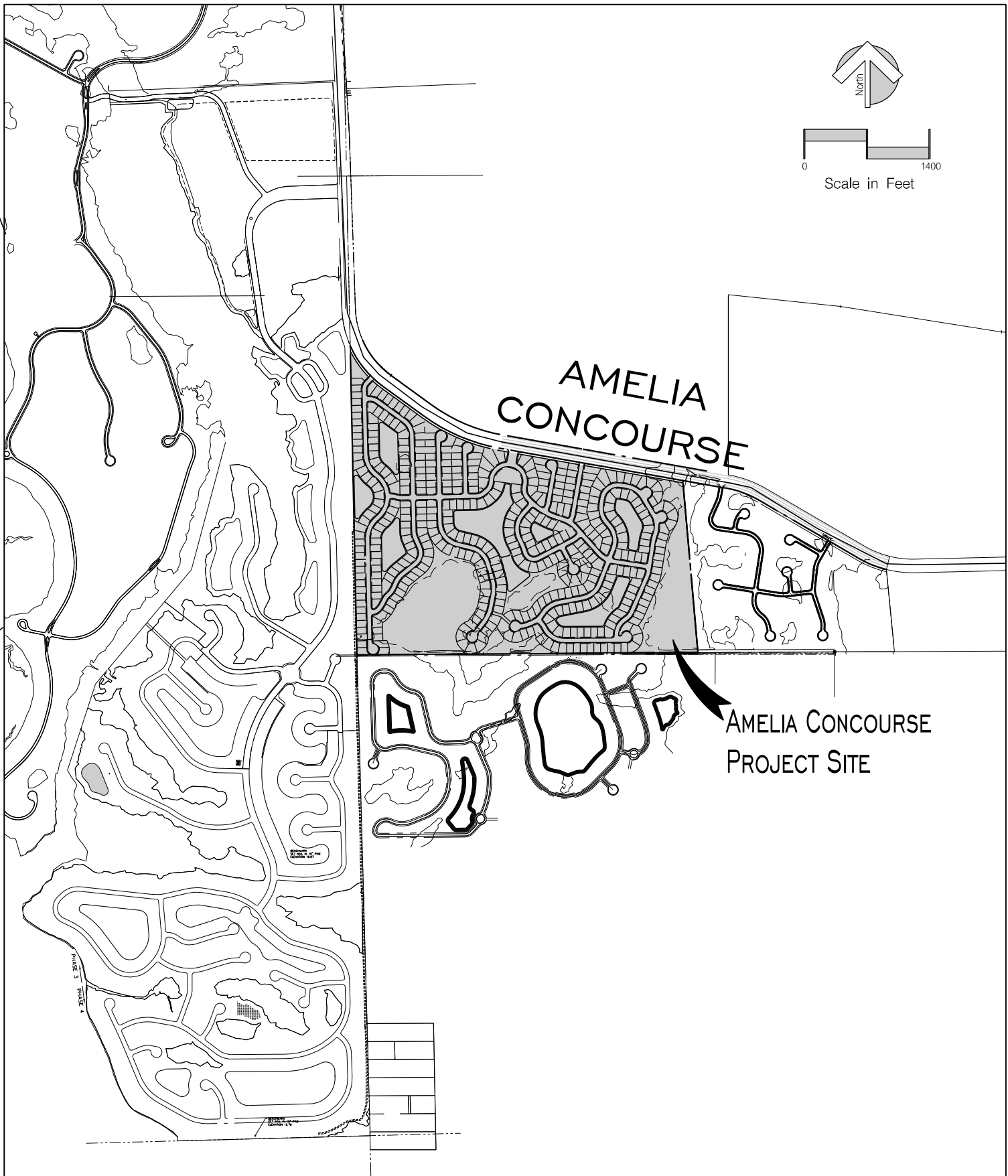
Exhibit 1.	Vicinity Map
Exhibit 2.	Location Map
Exhibit 3.	District Legal Boundary and Description
Exhibit 4.	Community Development Map



VICINITY MAP

AMELIA CONOURSE, CDD
AMELIA CONOURSE DEVELOPMENT, LLC

EXHIBIT I



LOCATION MAP

AMELIA CONOURSE CDD
AMELIA CONOURSE DEVELOPMENT, LLC

EXHIBIT 2

PHASE I

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY FLORIDA (BEING A PORTION OF LANDS DESCRIBED IN DEED RECORDED IN BOOK 1226, PAGE 1832-1835 OF THE OFFICIAL RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 30 AND RUN NORTH 01'-13'-51" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 30, A DISTANCE OF 3420.44 FEET TO A POINT LYING ON THE CURVED SOUTHWESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (A 150 FOOT RIGHT-OF-WAY); RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 584.45 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 38'-50'-23" EAST; RUN THENCE SOUTH 53'-59'-35" EAST, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 550.61 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2059.86 FEET, A CHORD DISTANCE OF 18.39 FEET TO A POINT FOR THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 54'-13'-17" EAST.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED AMELIA CONCOURSE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2059.86 FEET, A CHORD DISTANCE OF 908.81 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 67'-13'-10" EAST; RUN THENCE SOUTH 79'-59'-35" EAST, A DISTANCE OF 1145.89 FEET TO A POINT; RUN THENCE SOUTH 28'-35'-00" WEST, A DISTANCE OF 262.84 FEET TO A POINT; RUN THENCE SOUTH 10'-00'-25" WEST, A DISTANCE OF 273.74 FEET TO A POINT; RUN THENCE SOUTH 17'-08'-20" EAST, A DISTANCE OF 147.02 FEET TO A POINT; RUN THENCE SOUTH 48'-22'-24" WEST, A DISTANCE OF 120.00 FEET TO A POINT; RUN THENCE SOUTH 41'-37'-36" EAST, A DISTANCE OF 55.58 FEET TO A POINT; RUN THENCE SOUTH 48'-22'-24" WEST, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 86'-37'-36" WEST; RUN THENCE SOUTH 48'-22'-24" WEST, A DISTANCE OF 25.11 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 225.00 FEET, A CHORD DISTANCE OF 55.54 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 55'-26'-44" WEST; RUN THENCE SOUTH 62'-31'-03" WEST, A DISTANCE OF 313.35 FEET TO A POINT; RUN THENCE SOUTH 27'-28'-57" EAST, A DISTANCE OF 120.00 FEET TO A POINT; RUN THENCE SOUTH 62'-31'-03" WEST, A DISTANCE OF 115.37 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 245.00 FEET, A CHORD DISTANCE OF 379.27 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 66'-45'-58" WEST; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 543.68 FEET, A CHORD DISTANCE OF 10.13 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 16'-29'-37" WEST; RUN THENCE SOUTH 74'-36'-00" WEST, A DISTANCE OF 107.73 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CHORD DISTANCE OF 46.52 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 63'-45'-15" WEST; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 395.00 FEET, A CHORD DISTANCE OF 306.39 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 44'-55'-40" WEST; RUN THENCE SOUTH 22'-15'-10" WEST, A DISTANCE OF 120.00 FEET TO A POINT; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 275.00 FEET, A CHORD DISTANCE OF 20.42 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 65'-37'-09" EAST; RUN THENCE IN A EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 20.00 FEET, A CHORD DISTANCE OF 19.27 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 87'-42'-30" EAST; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 60.00 FEET, A CHORD DISTANCE OF 67.55 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 24'-39'-24" WEST; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET, A CHORD DISTANCE OF 17.87 FEET TO A POINT OF COMPOUND CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 36'-08'-40" WEST; RUN THENCE IN NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 225.00 FEET, A CHORD DISTANCE OF 10.98 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 64'-05'-09" WEST; RUN THENCE SOUTH 24'-31'-23" WEST, A DISTANCE OF 120.00 FEET TO A POINT; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 105.00 FEET, A CHORD DISTANCE OF 19.92 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 70'-55'-12" WEST; RUN THENCE NORTH 76'-21'-47" WEST, A DISTANCE OF 160.84 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 395.00 FEET, A CHORD DISTANCE OF 481.65 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 38'-47'-49" WEST; RUN THENCE NORTH 01'-13'-51" WEST, A DISTANCE OF 1178.98 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 49.39 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.



DISTRICT LEGAL
DESCRIPTION
AMELIA CONCOURSE, CDD
AMELIA CONCOURSE, LLC

EXHIBIT 3

PHASE II

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA SAID POINT LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF ROBERT A. MARINO AND SOOK MARINO (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-38'-10" WEST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1513.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF LOUISE WILLIAMS (ACCORDING TO DEED RECORDED IN BOOK 548, PAGE 805 OF THE OFFICIAL RECORDS OF SAID COUNTY). FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89°-38'-10" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 3771.54 FEET TO THE SOUTHWESTERLY CORNER OF SAID SECTION 30; RUN THENCE NORTH 01°-14'-16" WEST, ALONG THE WESTERLY SECTION OF LINE OF SAID SECTION 30, A DISTANCE OF 3420.44 FEET TO A POINT ON A NON-TANGENT CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 577.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 38°-50'-48" EAST; RUN THENCE SOUTH 54°-00'00" EAST, A DISTANCE OF 550.61 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2059.86 FEET, A CHORD DISTANCE OF 926.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 67°-00'-00" EAST; RUN THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 2049.03 FEET TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED LANDS NOW OR FORMERLY OF ROBERT A. MARINO AND SOOK MARINO (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 05°-00'-00" EAST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1911.51 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 199.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.



DISTRICT LEGAL BOUNDARY
AND DESCRIPTION
AMELIA CONCOURSE, CDD
AMELIA CONCOURSE, LLC

EXHIBIT 3

PHASE III

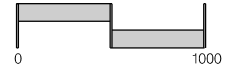
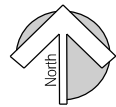
LEGAL DESCRIPTION

A PORTION OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 30, THENCE NORTH $01^{\circ}13'51''$ WEST, ALONG THE WESTERLY LINE OF SAID SECTION 30, SAME BEING THE EASTERLY LINE OF HAMPTON LAKES ~ PHASE TWO, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 7, PAGES 282 THROUGH 282 OF THE PUBLIC RECORDS OF SAID COUNTY, 3420.44 FEET TO THE CURVED SOUTHWESTERLY RIGHT-OF-WAY OF AMELIA CONCOURSE, A 150-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, ALONG LAST SAID RIGHT-OF-WAY, THE FOLLOWING COURSES: THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1104.93 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $38^{\circ}50'22''$ EAST, 577.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $53^{\circ}59'35''$ EAST, 550.61 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2059.86 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $54^{\circ}14'03''$ EAST, 17.33 FEET TO THE NORTHWESTERLY CORNER OF AMELIA CONCOURSE PHASE ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 7, PAGES 183 THROUGH 187 AND 187A OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID AMELIA CONCOURSE PHASE ONE, THE FOLLOWING COURSES: THENCE SOUTH $01^{\circ}13'51''$ EAST, DEPARTING LAST MENTIONED RIGHT-OF-WAY, 1178.98 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 395.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $38^{\circ}47'49''$ EAST, 481.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $76^{\circ}21'47''$ EAST, 160.84 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $70^{\circ}55'12''$ EAST, 19.92 FEET; THENCE NORTH $24^{\circ}31'23''$ EAST, 170.00 FEET; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 275.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH $68^{\circ}36'40''$ WEST, 10.90 FEET; THENCE NORTH $22^{\circ}15'10''$ EAST, 120.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 395.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $44^{\circ}55'40''$ EAST, 306.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $63^{\circ}45'15''$ EAST, 46.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $74^{\circ}36'00''$ EAST, 107.73 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 543.68 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $16^{\circ}29'37''$ EAST, 10.13 FEET; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $48^{\circ}11'37''$ EAST, 260.70 FEET; THENCE SOUTH $48^{\circ}56'43''$ WEST, DEPARTING THE SOUTHERLY LINE OF SAID AMELIA CONCOURSE PHASE ONE, 16.91 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 28.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $01^{\circ}29'00''$ WEST, 42.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $51^{\circ}20'07''$ WEST, 242.94 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 28.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH $73^{\circ}57'15''$ WEST, 45.71 FEET; THENCE SOUTH $53^{\circ}07'48''$ WEST, 14.80 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 545.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $06^{\circ}16'23''$ WEST, 84.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $10^{\circ}41'23''$ WEST, 122.12 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 545.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $14^{\circ}01'55''$ WEST, 63.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $16^{\circ}31'52''$ WEST, 33.35 FEET; THENCE SOUTH $23^{\circ}51'14''$ WEST, 92.23 FEET; THENCE SOUTH $37^{\circ}50'48''$ WEST, 27.85 FEET; THENCE SOUTH $00^{\circ}21'25''$ EAST, 299.67 FEET TO THE SOUTHERLY LINE OF SAID SECTION 30; THENCE SOUTH $89^{\circ}38'35''$ WEST, ALONG SAID SOUTHERLY SECTION LINE, 1547.11 FEET TO THE POINT OF BEGINNING. THE LAND THUS DESCRIBED CONTAINS 77.56 ACRES, MORE OR LESS.

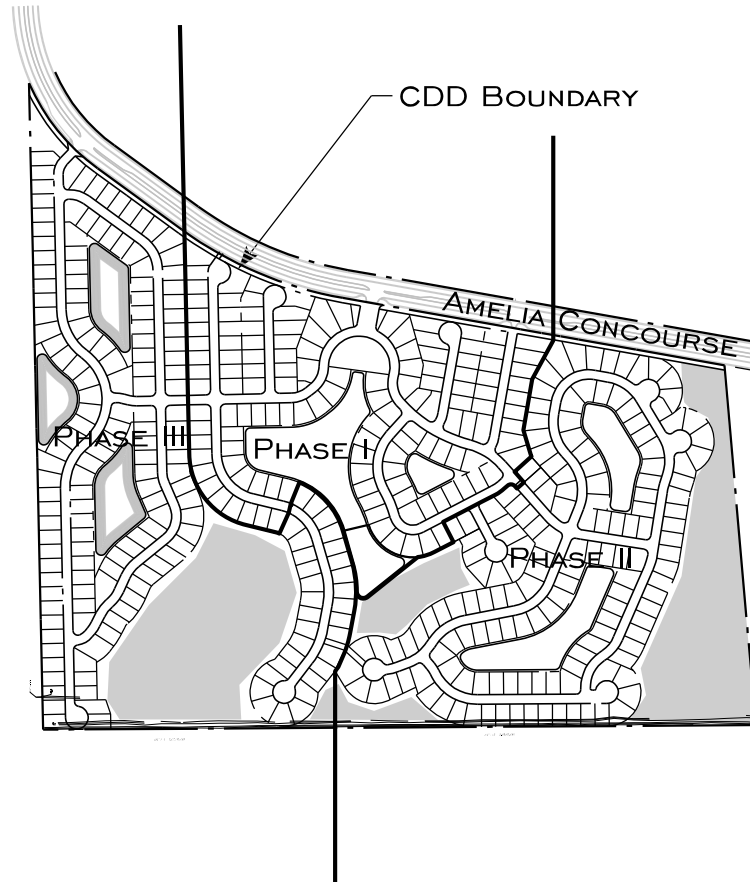


DISTRICT LEGAL BOUNDARY
AND DESCRIPTION
AMELIA CONCOURSE, CDD
AMELIA CONCOURSE, LLC

EXHIBIT 3



Scale in Feet



LEGEND

 - WETLAND



COMMUNITY DEVELOPMENT

MAP

AMELIA CONCOURSE, CDD

AMELIA CONCOURSE, LLC

EXHIBIT 4

EXHIBIT B

Amelia Concourse
Community Development District

**Third Supplemental
Special Assessment Methodology Report
For
Capital Improvement Revenue Bonds, Series 2018
(Phase III Project)**

Preliminary Report

October, 2018

Draft

Prepared by:

**Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092**

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1. Executive Summary

The Amelia Concourse Community Development District (the “District”) was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and by Ordinance No. 2006-58 adopted by the Board of County Commissioners of Nassau County, Florida, effective July 10, 2006, encompassing approximately 200 acres and is located within the unincorporated area of Nassau County, Florida. On June 10, 2015, the District adopted the First Supplemental Special Assessment Methodology Report and then on June 9, 2016, the District adopted the Second Supplemental Special Assessment Methodology (together the “Assessment Reports”) that established three (3) separate assessment areas consisting of Phase I, Phase II and Phase III. Phase I consists of 133 single family homes that are fully developed and improvements fully constructed (Assessment Area 1). Phase II consist of 153 single family homes that are fully developed and fully constructed (“Assessment Area II”) Phase III contains approximately 78 undeveloped acres planned for 172 single family homes (“Assessment Area III”).

2. Purpose of the Report

The purpose of this Third Supplemental Special Assessment Methodology Report for the Capital Improvement Revenue Bonds (the “Series 2018 Report”) is to provide a methodology to allocate the Series 2018A Assessments that will be levied to secure the Series 2018A, Capital Improvement Revenue Bonds (the “Series 2018A Bonds”) and Series 2018B Assessments that will secure the Series 2018B, Capital Improvement Revenue Bonds (the “Series 2018B Bonds”) (collectively the “Series 2018 Bonds”) which are being issued to finance the cost of the Phase III Projects described in the District’s Amelia Concourse Subdivision Phase III, Engineer’s Report prepared by McCranie and Associates dated November 9, 2018 (the “2018 Improvement Plan”). The 2018 Improvement Plan is necessary to the develop the 172 planned single family homes within Assessment Area III. The Series 2018 Report will determine and allocate the special and peculiar benefits to the assessable property within Assessment Area III by applying the methodology of the Series 2018 Report which in the opinion of the District’s Assessment Methodology Consultant, Governmental Management Services, LLC. has determined that all 172 planned single family lots within Assessment Area III will benefit equally from the 2018 Improvement Plan and the issuance of the Series 2018 Bonds.

3. The Series 2018 Bonds and Assessments

3.1 Description of the Series 2018 Bonds

The District is planning to issue the Series 2018 Bonds for the purpose of: (i) funding a Project Fund to construct and/or acquire the Phase III Projects detailed in the 2018 Improvement Plan (ii) funding a Debt Service Reserve Fund, (iii) funding the interest payments through November 1, 2019, and (iv) funding cost of issuance (including underwriters discount). The Series 2018A Bonds are Term Bonds with an interest rate of 6.00% and final maturity date of May 1, 2049 and the Series 2018B Bonds are Term Bonds with an interest rate of 6.00% and final maturity date of May 1, 2029.

3.2 The Series 2018 Assessments

The Series 2018 Bonds will be secured by the debt assessments (the "Series 2018 Assessments") that will be levied on the 172 planned single family lots within Assessment Area III that benefit from the Phase III Projects detailed in the Series Improvement Plan that will be constructed and/or acquired by the District. **See Table 2. Phase III Project Cost Estimates.**

The estimated maximum annual debt service on the Series 2018A Bonds is \$206,200 which is the basis for establishing the Series 2018A Assessments, net of collection costs and early payment discount. The estimated annual interest on the Series 2018B Bonds is \$187,500 with principal due on May 1, 2019 in the amount of \$3,125,000, which is the basis for establishing the Series 2018B Assessments, net of collection costs and early payment discount.

3.3 Process of Levying Assessments

The process of levying the Series 2018 Assessments is a three-step process. First, the District's Engineer determines the costs of the Phase III Projects contemplated by the District in the 2018 Improvement Plan. Second, these costs form the basis for a bond sizing. Third, the financing costs are allocated among the benefitted properties on the basis of benefit.

3.4 Requirements of a Valid Special Assessment

There are two requirements under Florida Law for a valid special assessment:

1. The properties being assessed must receive a special benefit from the improvements being paid for by the special assessment.
2. The assessments must be fairly and reasonably allocated to the properties being assessed.

3.5 Determination of Benefit

The special and particular benefits received by property owners within Assessment Area III from the Phase III Projects are real and determinable. The benefits include but are not limited to (i) added use of the property (ii) added enjoyment of the property (iii) probability of increased marketability and value of the property, and (iv) the Phase III Projects are necessary in order to develop the 172 planned single family homes. **See Table 4.**

3.6 Reasonable and Fair Apportionment of the Obligation to Pay

The determination has been made that the obligation to pay the Series 2018 Assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property in Assessment Area III derived from the construction and/or acquisition of the Phase III Projects (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

4. Allocation Methodology

The 2018 Improvement Plan estimates that the infrastructure improvements will cost approximately \$5,035,635 which will be funded from the issuance of the Series 2018 Bonds. The construction and/or acquisition of the Phase III Projects provide special benefit to the assessable property within Assessment Area III that meets or exceeds the cost (benefit) to finance, construct and or acquire such infrastructure improvements and the fair and reasonable allocation of the Series 2018 Assessments based upon the methodology set forth in this Series 2018

Report and Table 5. The allocation of the Series 2018 Assessments as set forth herein will result in the District annually certifying for collection special assessments in the amounts set forth on **Table 5 and Table 6, the Assessment Roll.**

5. True-up Mechanism

Although the District does not process plats for the Developer, it does have an important role to play during the course of platting. Whenever a plat is processed, the District must allocate a portion of its debt to the property according to this Report. In addition, the District must also prevent any buildup of debt on undeveloped property, otherwise the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, the District and Developer will enter into a True-Up Agreement that will detail the process of platting, assigning debt to platted property and requirements should the actual development plan result in fewer lots being developed or the remaining debt on undeveloped property exceeding the initial debt levels established by this report. Additional terms and requirements will be outlined in the True-Up Agreement.

6. Assessment Roll

The assessment roll reflecting the allocation of the Series 2018 Assessments securing the repayment of the Series 2018 Bonds are attached hereto as **Table 6.**

<p>TABLE 1 Amelia Concourse CDD Development Program</p>
--

<u>Land Use and Location</u>	<u>Units</u>
Single Family Homes - Phase III	172
Total	<u><u>172</u></u>

Prepared By
Governmental Management Services, LLC

TABLE 2
Amelia Concourse CDD
Phase III Project Cost Estimates

<u>Improvement Description</u>	<u>Estimated Cost</u>
Clearing & Grading	\$1,662,475
Roadway	\$1,043,400
Stormwater	\$776,072
Water	\$520,091
Sewer	\$808,597
Electrical	\$90,000
Landscaping, Entry Monuments & Signs	\$45,000
Engineering/Permitting	\$90,000
Total Estimated Cost	<u><u>\$5,035,635</u></u>

Provided by: McCranie & Associates, Inc.

Prepared By
Governmental Management Services, LLC

Table 3
Amelia Concourse CDD
Series 2018 Bonds
Sources and Uses

	Series 2018A <u>Bonds</u>	Series 2018B <u>Bonds</u>	Total Series <u>2018 Bonds</u>
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Sources

Par amount of Bond Issue	\$2,830,000	\$3,125,000	\$5,955,000
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Total Sources

	\$2,830,000	\$3,125,000	\$5,955,000
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Uses

Project Fund	\$2,442,822	\$2,717,178	\$5,160,000
Interest to November 1, 2019	\$146,688	\$161,979	\$308,668
Reserve Fund @ 50% MADS & 50% Annual Interest	\$103,100	\$93,750	\$196,850
Cost of Issuance, Includes Underwriters Discount	\$137,389	\$152,093	\$289,483

Total Uses

	\$2,830,000	\$3,125,000	\$5,955,000
--	-------------	-------------	-------------

Principal Amortization Installments	30	1 (Interest Only to Maturity)
Estimated Rate	6.00%	6.00%
Estimated Par Amount	\$2,830,000	\$3,125,000
Maximum Annual Debt Service	\$206,200	\$3,218,750
Final Maturity	1-May-49	1-May-29

TABLE 4
Amelia Concourse CDD
Series 2018 Bonds
Allocation of Benefit/Par Debt Per Unit

<u>Development Type :</u>	<u>Number of Units</u>	<u>Total Cost</u>	<u>Benefit Per Unit (1)</u>	<u>Par Debt Series 2018 Bonds</u>	<u>Par Debt Per Unit Series 2018 Bonds</u>
Single Family Homes - Phase III	172	\$5,160,000	\$30,000.00	\$5,955,000	\$34,622.09
Total	<u>172</u>			<u>\$5,955,000</u>	

(1) Inclusive of financing cost as per Florida Statutes are defined as a benefit and may be considered in benefit determination.

TABLE 5
Amelia Concourse CDD
Allocation of Series 2018 Bonds / Annual
Assessments Per Unit

<u>Development Type :</u>	<u>Number of Units</u>	<u>ERU Factor</u>	<u>Total ERU's</u>	<u>Net Annual Series 2018A Assessments</u>	<u>Gross Annual Series 2018A Assessments</u>	<u>Net Annual Per Unit Series 2018A Assessments</u>	<u>Gross Annual Per Unit Series 2018A Assessments (1)</u>
Single Family Homes - Phase III	172	1	172	\$206,200	\$221,720	\$1,198.84	\$1,289.07
Total	172		172	\$206,200	\$221,720		

<u>Development Type :</u>	<u>Number of Units</u>	<u>ERU Factor</u>	<u>Total ERU's</u>	<u>Net Annual Series 2018B Assessments(2)</u>	<u>Gross Annual Series 2018B Assessments</u>	<u>Net Annual Per Unit Series 2018B Assessments (2)</u>	<u>Gross Annual Per Unit Series 2018B Assessments (1)</u>
Single Family Homes - Phase III	172	1	172	\$187,500	\$201,613	\$1,090.12	\$1,172.17
Total	172		172	\$187,500	\$201,613		

(1) Gross Assessments include early payment discount 4% and collection costs of 3% for a total of 7%.

(2) The net annual assessments for Series 2018B are interest only until May 1, 2029 at which time the outstanding par debt plus interest will be due in full and will not exceed maximum annual debt service of \$3,125,000 principal + \$87,750 interest = \$3,218,750.

ERU= Equivalent Residential Unit

Prepared By

Governmental Management Services, LLC

Amelia Concourse CDD
Preliminary Assessment Roll - Assessment Area III

Property ID	Bond Series	PHASE	Assess. Acres (1)	Net Annual Per Acre	Gross Annual Per Acre	Par Debt Per Acre	Net Annual Assessment	Gross Annual Assessments (2)	Series 2018 Par Debt
30-2N-28-0000-0001-0040 (3)	2018A	III	78	\$2,644	\$2,843	\$36,282	\$206,200	\$221,720	\$2,830,000
30-2N-28-0000-0001-0040 (3)	2018B(4)	III	78	\$2,404	\$2,585	\$40,064	\$187,500	\$201,613	\$3,125,000
Total							\$393,700	\$423,333	\$5,955,000

(1) Until the property is platted, the annual assessments will be levied and collected on per acre basis.

(2) Gross Assessments include early payment discount 4% and collection costs of 3% for a total of 7%.

(3) See attached Exhibit A - Legal Description of Phase Two Property.

(4) Represents annual interest only payments from issuance date through November 1, 2028. The outstanding principal and interest will be due in full on May 1, 2029.

B.

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2018, AT ____:00 ____M. AT AMELIA CONCOURSE AMENITY CENTER, 85200 AMARYLLIS COURT, FERNANDINA BEACH, FLORIDA, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197 FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Amelia Concourse Community Development District, ("Board") has previously adopted Resolution 2019-01, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS FOR ASSESSMENT AREA THREE; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2019-01, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190, and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Records Office"), and at the offices of McCranie & Associates, 3 South 2nd Street, Fernandina Beach, Florida 32034 ("Local District Records

Office”).

**NOW THEREFORE BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE AMELIA CONCOURSE
COMMUNITY DEVELOPMENT DISTRICT:**

1. There is hereby declared a public hearing to be held at ____:00 ____M., _____, 2018, at Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager at Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190, and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Nassau County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give (30) thirty days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office and the Local District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 23rd day of October, 2018.

ATTEST:

**BOARD OF SUPERVISORS OF THE
AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson

C.

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
AND DREAM FINDERS HOMES, LLC**

This Bond Financing Team Funding Agreement (the “Agreement”) is made and entered into this 23rd day of October, 2018, by and between:

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Nassau County, Florida (the “District”), and

DREAM FINDERS HOMES, LLC, a Florida limited liability company and a landowner in the District with a mailing address of _____, Florida _____ (the “Developer”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by Nassau County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Methodology Consultant or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. 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, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. 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 of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Amelia Concourse Community
Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jason M. Walters

B. If to Developer: Dream Finders Homes, LLC

_____, Florida _____
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 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 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.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the 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 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.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

DREAM FINDERS HOMES, LLC, a
Florida limited liability company

WITNESSES:

Print Name: _____

By: _____
Its: _____

Print Name: _____

D.

AMELIA CONCOURSE

CDD

**ASSIGNMENT OF
IMPROVEMENT AGREEMENT**

DEVELOPER'S AFFIDAVIT AND AGREEMENT

REGARDING ASSIGNMENT OF CONTRACT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned, personally appeared _____ of Dream Finders Homes, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, _____, serve as _____ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Amelia Concourse Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The agreement ("**Improvement Agreement**") between Developer and _____ ("**Contractor**"), dated _____, 2018, and attached hereto as **Exhibit A**, _____ was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has _____ furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
- (vi) Developer _____ represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.

- (viii) To the extent the District does not have sufficient funds to complete the Improvement Agreement, Developer agrees that the Improvement Agreement is subject to the obligations set forth in the Completion Agreement (2018 Bonds).

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2018.

DREAM FINDERS HOMES, LLC
a Florida limited liability company

[Print Name]

By: _____
Name: _____
Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

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

[CORPORATE LETTERHEAD]

**ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, _____ (“_____”), hereby agrees as follows:

- (i) The agreement (“**Improvement Agreement**”) between Dream Finders Homes, LLC, and _____, dated _____, 2018, has been assigned to the Amelia Concourse Community Development District (“**District**”). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. _____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an “Owner” as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of _____, 2018.

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)

1. ASSIGNMENT. This Addendum applies to that certain contract between the Amelia Concourse Community Development District (“**District**”) and _____, (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Nassau County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured’s under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

5. RETAINAGE. The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and

acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further extend to the District and its supervisors, consultants, agents, staff, and employees. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limits shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid documents. The Contractor's obligations are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, shall be deemed amended such that the obligations extend to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the

District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (904) 940-5850, OR BY EMAIL AT DDENAGY@GMSNF.COM, OR BY REGULAR MAIL AT 475 WEST TOWN PLACE SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District:	Amelia Concourse Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe, Suite 300 Tallahassee, Florida 32301 Attn: Jason M. Walters
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11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

Witness

By: _____
Its: _____

Print Name of Witness

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: _____

Print Name of Witness

Exhibit A: Scrutinized Companies Statement

Exhibit B: Public Entity Crimes Statement

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Amelia Concourse Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the Contract is assigned to the Amelia Concourse Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. The entity will immediately notify the Amelia Concourse Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2018, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____
(SEAL)

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Amelia Concourse Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2018.

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

CERTIFICATE OF INSURANCE HERE

Upon recording, please return to:
Jason Walters, Esq.
Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, Florida 32314

NOTICE OF COMMENCEMENT

Parcel I.D. No. _____

STATE OF FLORIDA
COUNTY OF NASSAU

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Nassau County, Florida. The following information is provided in this Notice of Commencement.

1. Description of property (legal description of property and address if available):
Please see attached Exhibit A.
2. General description of improvements:
Phase 3 Site Work
3. Owner information
 - a) Name and address: Amelia Concourse Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
 - b) Interest in property: Easement Holder (See Construction and Maintenance
Easement Agreement dated _____, 2018)
 - c) Name and address of fee simple titleholder (if other than owner):
Dream Finders Homes, LLC
4. Contractor (name and address): _____
5. Surety
 - a) Name and address: _____
 - b) Amount of Bond \$ _____
6. Lender (name and address): _____
7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.
Name and address: Amelia Concourse Community Development District
c/o Governmental Management Services, LLC

475 West Town Place, Suite 114, St. Augustine, Florida 32092

8. In addition, owner designates the following individual to receive a copy of any notices:
Jason M. Walters, Esq., Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
9. Expiration date of notice of commencement _____ n/a _____ (the expiration date is one year from the date of recording unless a different date is specified).

The foregoing information and execution of this notice is being provided solely for the purpose of allowing the above named Contractor to obtain a building permit. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, there are no lien rights available to any person providing materials or services for improvements upon the above described real property. Please contact the District Manager, Dave deNagy, at (904) 940-5850, for additional information.

Witnesses:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

By: _____
Its: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The following instrument was acknowledged before me this _____ day of _____
_____, 2018 by _____ who is personally known to me or produced _____
_____ as identification.

Notary Signature _____
Name Printed _____
Title or Rank _____
Serial Number, if any _____

EXHIBIT A