

Amelia Concourse
Community Development District

November 27, 2018

Amelia Concourse

Community Development District

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

Phone: 904-940-5850 - Fax: 904-940-5899

November 20, 2018

Board of Supervisors
Amelia Concourse
Community Development District

Dear Board Members:

The Amelia Concourse Community Development District Meeting is scheduled for **Tuesday, November 27, 2018 at 11:00 a.m.** at the **Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida**. The following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Affidavits of Publication
- IV. Organizational Matters
 - A. Oath of Office for Newly Elected Supervisors
 - B. Consideration of Resolution 2019-04, Canvassing and Certifying the Results of the Landowners Election
 - C. Consideration of Appointing a New Supervisor to Fill Seat 4 Vacancy (2020)
 - D. Oath of Office for Appointed Supervisor
 - E. General Information for New Supervisors
 - F. Consideration of Resolution 2019-05, Designating Officers
- V. Public Hearing to Consider the Imposition of Special Assessments for Phase III
 - A. Consideration of Resolution 2019-06
- VI. Financing Matters
 - A. Consideration of Delegation Resolution 2019-07
 - 1. Third Supplemental Indenture
 - 2. Fourth Supplemental Indenture
 - 3. Bond Purchase Agreement
 - 4. Preliminary Limited Offering Memorandum
 - 5. Continuing Disclosure Agreement
 - 6. Collateral Assignment Agreement
 - 7. Acquisition Agreement
 - 8. Completion Agreement
 - 9. True-Up Agreement
 - 10. Declaration of Consent
- VII. Discussion of Landscape Maintenance
- VIII. Consideration of Proposal from VGlobalTech for ADA Website Accessibility

- IX. Discussion on Activity Pool
- X. Approval of Minutes
 - A. August 21, 2018 Meeting
 - B. October 23, 2018 Special Meeting
- XI. Other Business
- XII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - D. Operations Manager – Report
- XIII. Financial Reports
 - A. Balance Sheet and Statement of Revenues & Expenditures
 - B. Approval of Check Register
- XIV. Audience Comments / Supervisor's Requests
- XV. Next Scheduled Meeting – February 19, 2019 at 11:00 a.m. at the Amelia Concourse
Amenity Center
- XVI. Adjournment

Enclosed under the third order of business are the affidavits of publication.

The fourth order of business is organizational matters. The supervisor elected during the landowners election will subscribe to an oath of office and the Board will consider resolution 2019-04 to certify the results of the landowners election. The Board can then consider appointing a new supervisor to fill seat four. The appointed supervisor will also subscribe to an oath of office and the Board can then consider restructuring the slate of officers with resolution 2019-05.

The fifth order of business is the public hearing to consider the imposition of special assessments for Phase III. A copy of resolution 2019-06 is enclosed for your review, however the exhibits will be provided under separate cover.

The sixth order of business is financing matters. Enclosed for your review and approval is a copy of resolution 2019-07 along with its exhibits.

The seventh order of business is discussion of landscape maintenance. Copies of proposals from Martex are enclosed for your review and approval.

The eighth order of business is consideration of proposal from VGlobalTech for ADA website accessibility. A copy of the proposal is enclosed for your review and approval.

The ninth order of business is discussion on activity pool. Copies of proposals regarding the pool are enclosed for your review and approval.

Enclosed under the tenth order of business are copies of the minutes of the August 21, 2018 and October 23, 2018 special meeting for your review and approval.

Copies of the balance sheet and statement of revenues and expenditures and the check register are enclosed for your review and approval.

The balance of the agenda is routine in nature and staff will present their reports at the meeting. If you have any questions, please contact me.

Sincerely,

Daniel Laughlin

Daniel Laughling
Manager

cc:	Jason Walters	Jennifer Gillis	Dan McCranie
	Darrin Mossing	Karen Jusevitch	Tom Jones
	Julie Best	Tony Shiver	Gabriel McKee

AGENDA

Amelia Concourse Community Development District Agenda

Tuesday
November 27, 2018
11:00 a.m.

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

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- XVI. Adjournment

THIRD ORDER OF BUSINESS

NEWS LEADER

AMELIA ISLAND • FERNANDINA BEACH • NASSAU COUNTY

Published Weekly

511 Ash Street/P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Robert O. Fiege

Who on oath says that he is the Production Director of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

N/LANDOWNERS'MEETING & ELECTION

Was published in said newspaper in the issues of

10/31/2018 11/07/2018
LEGAL DISPLAY

Affiant further says that the said News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and Affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

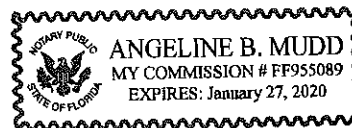
Robert O. Fiege

Sworn to and subscribed before me
This 7th day of November, A.D. 2018.

Angeline B. Mudd

Angeline B. Mudd, Notary Public

AM Personally Known



NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Amelia Concourse Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 199.83 acres, located South of Amelia Concourse Road, North of Amelia National Golf Course and a single family community, East of a proposed single family community and West of the Hampton Lakes Development in Nassau County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person/people to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 27, 2018
TIME: 11:00 a.m.
PLACE: Amelia Concourse Amenity Center
85200 Amaryllis Court
Fernandina Beach, Florida 32034

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Dave deNagy
District Manager

NEWS LEADER

AMELIA ISLAND • FERNANDINA BEACH • NASSAU COUNTY

Published Weekly

511 Ash Street/P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32034

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared

Robert O. Fiege

Who on oath says that (s)he is the Production Director of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of advertisement, being a DISPLAY LEGAL NOTICE in the matter of

NOTICE OF PUBLIC HEARING

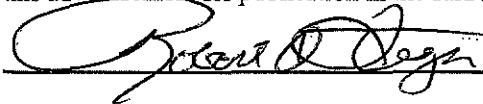
Amelia Concourse Community Development District

Was published in said newspaper in the issues of


11/02/2018 11/09/2018

LEGAL DISPLAY


Affiant further says that the said Fernandina Beach News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and Affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

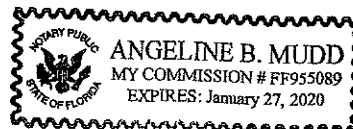


Sworn to and subscribed before me
This 12th day of November, A.D. 2018.



Angeline B. Mudd, Notary Public

 Personally Known



NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTIONS 170.07, *FLORIDA STATUTES*, BY THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), *FLORIDA STATUTES*, BY THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING OF THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") of the Amelia Concourse Community Development District ("District") will hold public hearings on November 27, 2018 at 11:00 a.m. at the Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida 32034, to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the District, a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the special assessments. The streets and areas to be improved are geographically depicted below and in the District's *Amelia Concourse Subdivision Phase II and Phase III Engineer's Report*, dated November 9, 2018, prepared by McCranie & Associates, Inc. ("Improvement Plan"). The public hearing is being conducted pursuant to Chapters 170, 190 and 197, *Florida Statutes*. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District Manager located at Governmental Management Service, LLC 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("District Manager's Office").

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements ("Improvements") are currently expected to include, but are not limited to, stormwater management system, wetlands mitigation, wastewater collection system, potable water distribution system, roadways, recreation area, entrance features, landscaping, and perimeter fencing and buffering, all as more specifically described in the Capital Improvement Plan, on file and available during normal business hours at the District Manager's Office. According to the Improvement Plan, the estimated cost of the Improvements is \$5,160,000.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's *Third Supplemental Special Assessment Methodology Report for the Capital Improvement Revenue Bonds, Series 2018 (Phase III Project)*, dated October, 2018, and prepared by Governmental Management Services, LLC ("Assessment Report"), which is on file and available during normal business hours at the District Manager's Office.

The purpose of any such assessment is to secure the bonds issued to fund the Improvements. As described in more detail in the Assessment Report, the District's assessments will be levied against all benefited lands within the District. The Assessment Report identifies maximum assessment amounts for each land use category that is currently expected to be assessed. The method of allocating assessments for the Improvements to be funded by the District will initially be determined on an equal assessment per gross acre basis, and will be allocated on an equivalent residential unit ("ERU") basis at the time that such property is platted or subject to a site plan. Please consult the Assessment Report for a more detailed explanation of the methodology.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$5,955,000 in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The proposed annual schedule of assessments is as follows:

Land Use Type	Number of Units	ERU Factor Per Unit	Max Total Series 2018A Debt Assessment (Principal Only; Exclusive of Interest)	Max Total Series 2018B Debt Assessment (Principal Only; Exclusive of Interest)	Max Annual Per Unit Annual Series 2018A Debt Service*	Max Annual Per Unit Annual Series 2018B Debt Service**
Single Family	172	1.00	\$2,830,000	\$3,125,000	\$1,289.07	\$1,172.17

*Gross Assessment includes early payment discount 4% and collection costs of 3% for a total of 7%.

**Net Annual Assessments for Series 2018B Bonds are interest only until year 10 at which time the outstanding per debt plus unpaid accrued interest will be due in full and will not exceed maximum annual debt service of \$3,125,000 principal + \$87,750 interest = \$3,212,750

The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the Nassau County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to

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 DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED 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, 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.

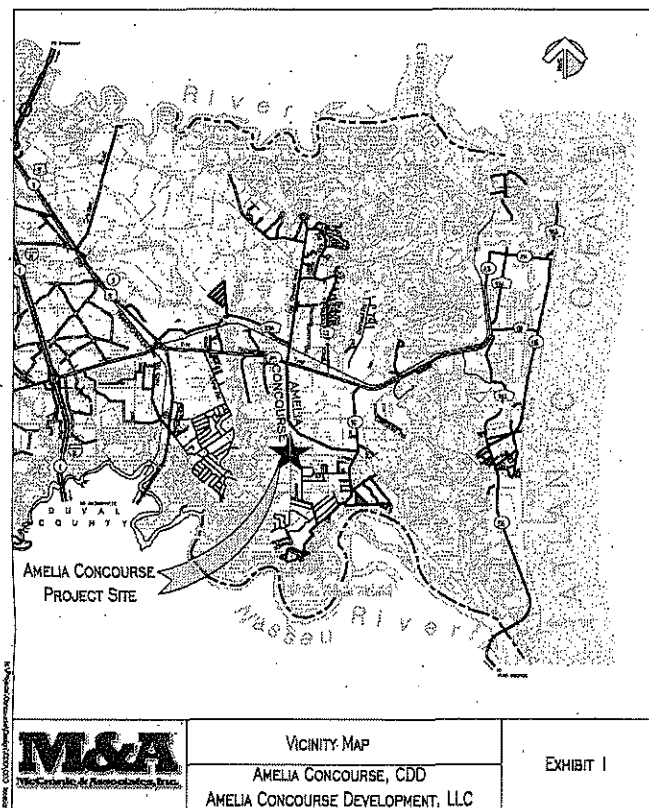
annual assessments will be collected on the Nassau County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also on November 27, 2018 at 11:00 a.m. at the Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida 32034, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a certain date and time announced at such meeting and/or hearings.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Manager's Office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT



at the same location.

- The total estimated cost of the Improvements is \$5,160,000 (the "Estimated Cost").
- The Assessments will defray approximately \$5,955,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, debt service reserve and contingency.
- The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, including provisions for supplemental assessment resolutions.
- 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 benefited thereby and further designated by the assessment plat hereinafter provided for.
- 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.
- 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.
- 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.
- 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.
- 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:

/s/ David deNagy
ASSISTANT SECRETARY

AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT
/s/ James Glen Marvin
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 16, 2018

H. ALVIN GREEN MEMORIAL ALUMNI CHOR
FBFD Administrative Coordinator Kaleigh Simmons said
to get to know our retirees, and bridge the gap between past and present firefighters."

ing policies. I
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n more about
it-Ryan and Mr.

FLORIDA'S OLDEST WEEKLY NEWSPAPER

FOURTH ORDER OF BUSINESS

B.

RESOLUTION 2019-04

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing one Supervisor of the District; and

WHEREAS, following proper publication of notice thereof, such landowners meeting was held on November 27, 2018, at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

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

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

_____ Votes

2. In accordance with said statute, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

_____ four (4) year term

3. Said terms of office shall commence immediately upon the adoption of this Resolution.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018.

Chairman / Vice Chairman

Secretary / Assistant Secretary

F.

RESOLUTION 2019-05

**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 November 27, 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 27th DAY OF NOVEMBER 2018

Chairman / Vice Chairman

Secretary / Assistant Secretary

FIFTH ORDER OF BUSINESS

A.

RESOLUTION 2019-06

A RESOLUTION OF THE AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PHASE III SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE CAPITAL IMPROVEMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Amelia Concourse Community Development District (“**District**”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater

management facilities, water, sewer and irrigation utilities infrastructure, offsite improvements, landscaping, lighting and recreational facilities, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide Phase III of the project (the "Phase III Project"), the nature and location of which was initially described in Resolution 2019-02, and is shown in the *Amelia Concourse Subdivision Phase III Engineer's Report*, dated November 5, 2018 (the "Engineer's Report"), and which Phase III Project's plans and specifications are on file in the offices of the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and the local records office at McCranie & Associates, 3 South 2nd Street, Fernandina Beach, Florida 32034; (ii) the cost of such Phase III Project be assessed against the lands specially benefited by such Phase III Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Phase III Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Phase III Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Capital Improvement Revenue Bonds, in one or more series (the "**Bonds**").

(g) By Resolution 2019-02, the Board determined to provide the Phase III Project and to defray the costs thereof by making Special Assessments on benefitted property in Phase III and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Phase III Project prior to the collection of such Special Assessments. Resolution 2019-02 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2019-02, said Resolution 2019-02 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2019-02, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2019-03 fixing the time and place of a public hearing

at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Phase III Project, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On November 27, 2018, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Phase III Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Phase III Project is as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Phase III Project against the properties within Phase III of the District specially benefited thereby using the method determined by the Board set forth in the *Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project)*, dated October 16, 2018, for the Bonds (the "**Assessment Report**," attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the special assessments set forth on the final assessment roll (the "Special Assessments"); and

(iii) it is hereby declared that the Phase III Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in Exhibit B; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Phase III Project for construction of infrastructure improvements initially described in Resolution 2019-02, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and

approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Phase III Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the Phase III parcels specially benefited by the Phase III Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in Exhibit B, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Phase III Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Phase III Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Phase III Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Phase III Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Phase III Project and the adoption by the Board of a resolution accepting the Phase III Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Phase III Project has been completed and a resolution accepting the Phase III Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments or a portion of the remaining balance of the Special Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments, with the consent of the Trustee, may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, with the consent of the Trustee, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such special assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Nassau County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in supplemental assessment methodology reports. As parcels of land or lots are platted, the Special Assessments securing the Bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien

established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with such supplemental assessment methodology reports, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in supplemental assessment methodology reports, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with DFH Amelia, LLC, that it intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Phase III Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Phase III Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the project funded by the corresponding series of bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific

consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments for Phase III in the Official Records of Nassau County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF NOVEMBER, 2018.

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Amelia Concourse Subdivision Phase III Engineer's Report*, dated _____, 2018

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

**Amelia Concourse Subdivision
Phase III**

Engineers Report

DM
11/27/18

Prepared for:

Amelia Concourse Community Development District
Board of Supervisors

Prepared by:



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

November 26, 2018

OVERVIEW OF PHASE III PROJECT

The following sub-sections describe the different public infrastructure improvements that relate to the development of the 172 planned single family lots in Phase III of the District (collectively, the Phase III Project).

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 Phase 1 and Phase 2 is complete. The Phase III Project includes stormwater management for Phase III. The grading work includes the addition of dirt to the individual lots in order to meet the drainage requirements for the Phase III Project.

WETLANDS MITIGATION

where are the costs in Table 2?

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 in place today include the

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. The Phase II project included perimeter fencing and buffering adjacent to the Phase II lots. The Phase III Project will include perimeter fencing and buffering.

PROJECT COSTS

The Summary of Estimated Project Costs for the Phase III Project detailed in Table 2 outlines the anticipated costs associated with the construction of the Phase III Project infrastructure. The costs associated with the Phase III infrastructure include, clearing and grubbing, roadways and sidewalks, storm sewer system, potable water system, sanitary sewer system, underground utilities, landscaping, and perimeter buffering. Project costs in excess of the amounts provided by District Bond proceeds are expected to be paid from interest earnings or the developer.

grubbing or grading which

Table 2
Summary of Estimated Project Costs

Category	Phase III Planned Improvements	Ownership	O&M Responsibility
Clearing & Grading	\$ 901,610	District	N/A
Roadway	\$ 903,768	County	County
Stormwater	\$ 1,096,605	District	District
Water	\$ 402,273	JEA	JEA
Sewer	\$ 525,831	JEA	JEA
Electrical	\$ 140,000	FPL	FPL
Contingency	\$ 200,000		
Landscaping, Entry Monuments & Signs	\$ 145,000	District	District
Engineering/Permitting	\$ 90,000	District	N/A
Pond and Easement Acquisition	\$ 754,913	District	District
Total	\$ 5,160,000		

Add description of Pond and Easement Acquisition, i.e. # acres of each, purpose, etc.

**Amelia Concourse Subdivision
Phase III**

Engineers Report

Prepared for:

Amelia Concourse Community Development District
Board of Supervisors

Prepared by:



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

November 26, 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 have been completed.

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. As of the date of this Report, all of the 153 lots comprising Phase II have been developed and have been sold to end users. Phase III has 172 undeveloped, planned 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 II and III, Amelia Concourse SPE, LLC (the "New Landowner") acquired title to the property comprising Phases II and III. The New Landowner entered into purchase agreements with a local builder to purchase all of the lots comprising Phase II and all of the Phase III lots.

The District is now prepared to construct the Phase III Project. The purpose of this Engineer's Report is to supplement the Original Engineers Report, but solely with respect to Phase III.

All the infrastructure and subdivision improvements within the District 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 III is in process. The Nassau County Development Plans 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 permit is approved. All applicable zoning, vesting and concurrency approvals are in place. Construction for Phase 1 improvements began in April 2006 and was completed in May, 2008. Construction for Phase 2 improvements began in August 2016 and was completed in June of 2017. 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*

Regulatory Agency	Type of Permit	Permit No.	Status
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 12/10/2018
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 12/30/18
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase III	0003013-xxx-DWC	to be submitted Expected 12/30/18

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 Estimated Project Cost (Table 2), subject to, continued compliance with all County requirements and permit issuance.

OVERVIEW OF PHASE III PROJECT

The following sub-sections describe the different public infrastructure improvements that relate to the development of the 172 planned single family lots in Phase III of the District (collectively, the Phase III Project).

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 Phase 1 and Phase 2 is complete. The Phase III Project includes stormwater management for Phase III. The grading work includes the addition of dirt to the individual lots in order to meet the drainage requirements for the Phase III Project.

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 in place today include 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 station. For the first two phases of development, the District has installed the gravity sewer lines and 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. The Phase III project will include extending the system onsite to serve the remaining phase. The wastewater service for the first two phases of development included one (1) pump station along with appurtenant collection lines, manholes and force mains located within the right-of-ways. The Phase III Project will utilize the existing pump station.

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 Phase III water distribution system will consist of 10", 8", 6", and 4" water mains with appurtenant valves and fire hydrants.

ELECTRICAL DISTRIBUTION SYSTEM

The District lies within the unincorporated area of Nassau County and the Florida Power & Light (FPL) provides the electrical service. The District is served by a overhead lines along the Amelia Concourse right-of-way. The Phase III electrical distribution system includes the underground conduit and vaults to serve the Phase III Project.

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 and Phase II improvements necessary for access to Phase III, have been constructed. All District roadways are public. The subdivision is not gated. The Phase III Roadways are local streets, providing access to all planned lots in Phase III.

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. The Phase II and Phase III Projects use/will use the previously completed recreational amenities.

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. The Phase II project included perimeter fencing and buffering adjacent to the Phase II lots. The Phase III Project will include perimeter fencing and buffering.

PROJECT COSTS

The Summary of Estimated Project Costs for the Phase III Project detailed in **Table 2** outlines the anticipated costs associated with the construction of the Phase III Project infrastructure. The costs associated with the Phase III infrastructure include, clearing and grubbing, roadways and sidewalks, storm sewer system, potable water system, sanitary sewer system, underground utilities, landscaping, and perimeter buffering. Project costs in excess of the amounts provided by District Bond proceeds are expected to be paid from interest earnings or the developer.

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Engineering/ Permitting	\$ 90,000	District	N/A
Pond and Easement Acquisition	\$ 754,913	District	District
Total	\$ 5,160,000		

SUMMARY AND CONCLUSION

The Phase III Project infrastructure, as outlined above, is necessary for the functional development of Phase III 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 Phase III Project 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.

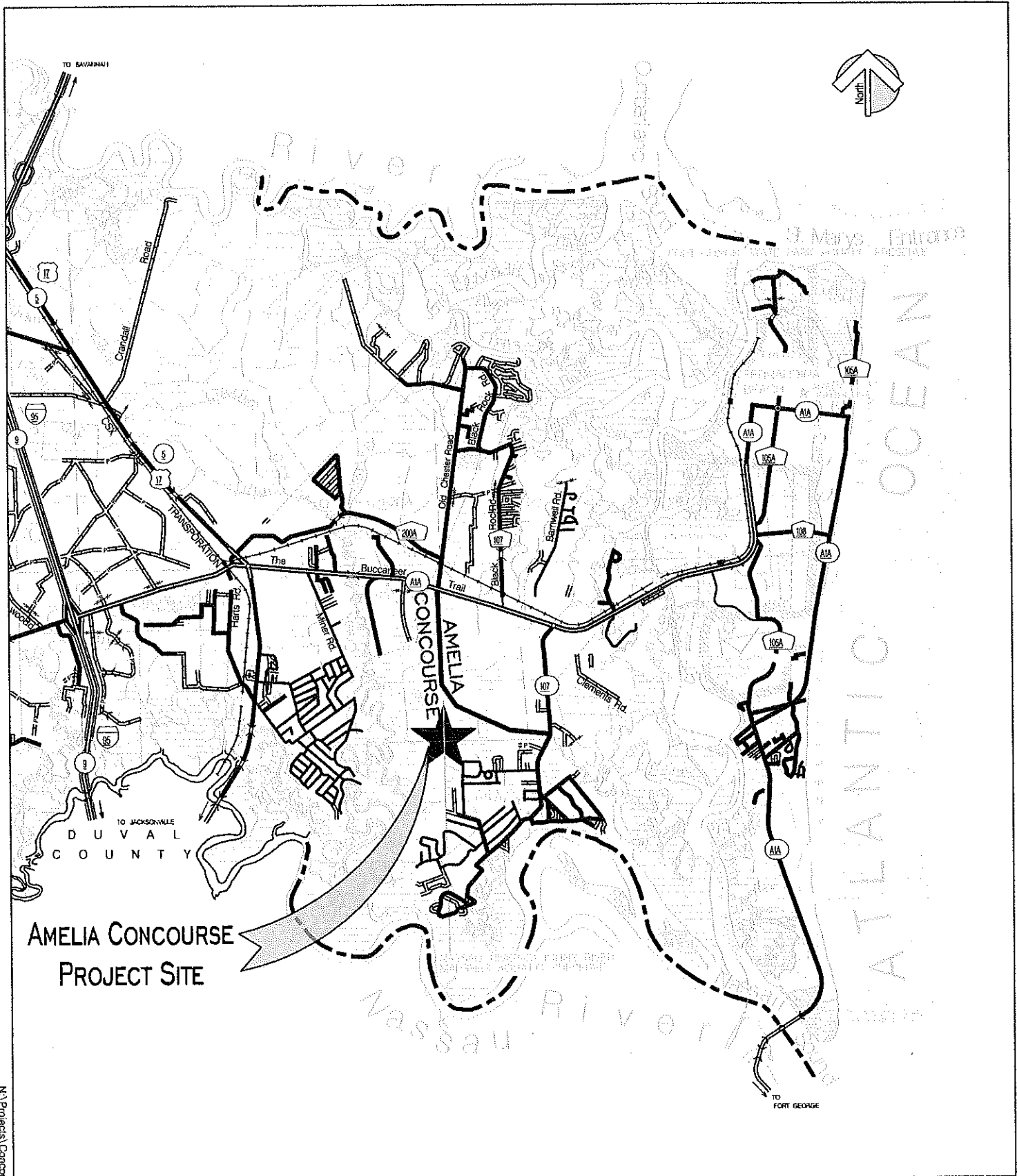
Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

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 |



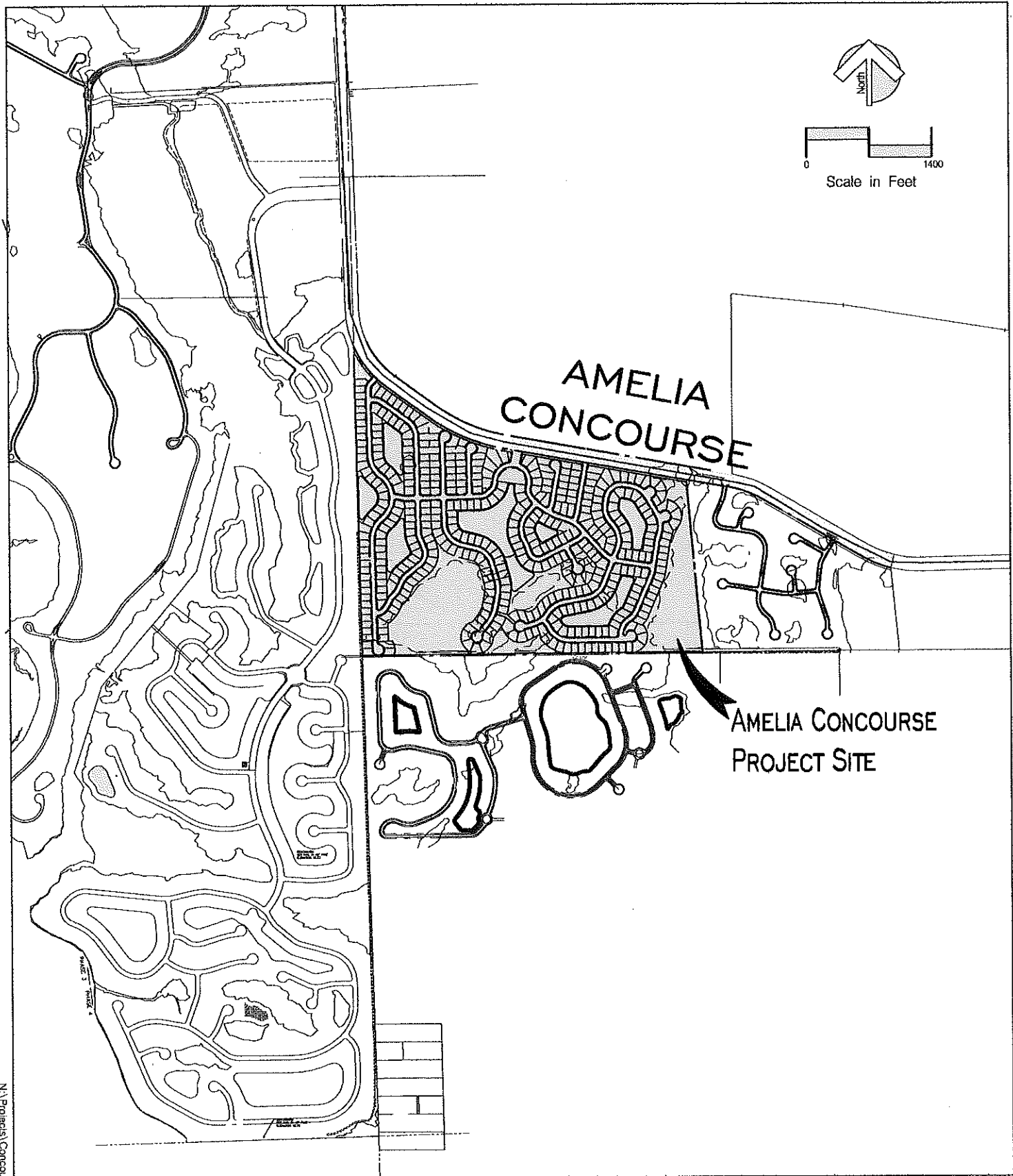
AMELIA CONCOURSE
PROJECT SITE



VICINITY MAP

AMELIA CONCOURSE, CDD
AMELIA CONCOURSE 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 2B 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 2B 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 B03 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 B03 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

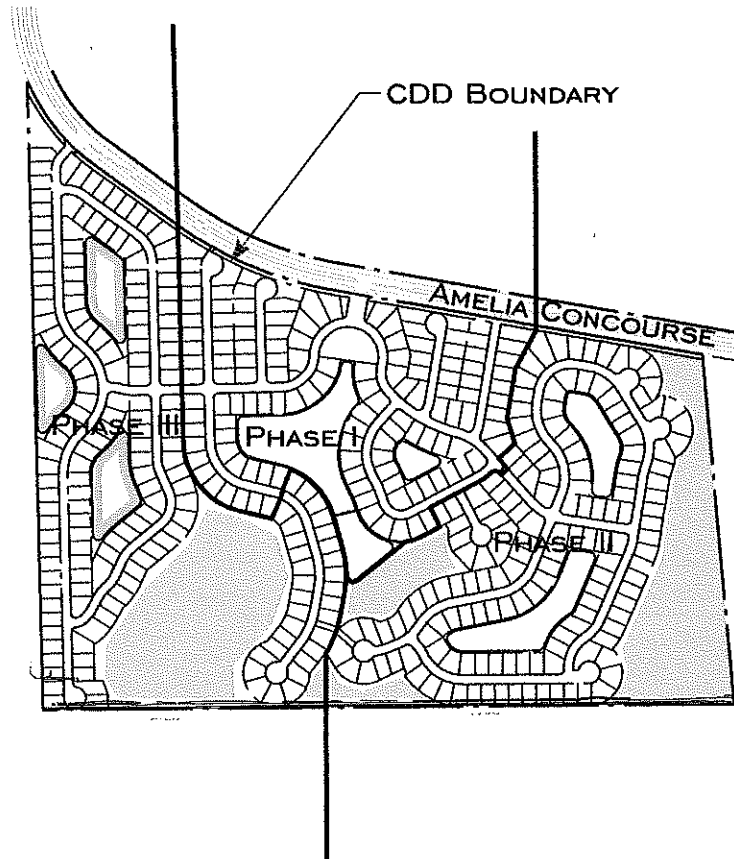
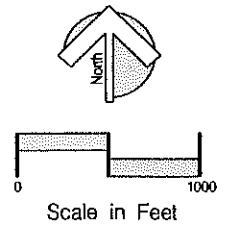
LEGAL DESCRIPTION

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°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°50'22" EAST, 577.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°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°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°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°47'40" EAST, 481.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°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°55'12" EAST, 19.92 FEET; THENCE NORTH 24°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°36'40" WEST, 10.90 FEET; THENCE NORTH 22°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°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°45'15" EAST, 46.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°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°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°11'37" EAST, 260.70 FEET; THENCE SOUTH 48°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°29'00" WEST, 42.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°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 26.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 73°57'15" WEST, 45.71 FEET; THENCE SOUTH 53°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°16'23" WEST, 84.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°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°01'55" WEST, 63.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°31'52" WEST, 33.35 FEET; THENCE SOUTH 23°51'14" WEST, 92.23 FEET; THENCE SOUTH 37°50'48" WEST, 27.85 FEET; THENCE SOUTH 00°21'25" EAST, 299.67 FEET TO THE SOUTHERLY LINE OF SAID SECTION 30; THENCE SOUTH 69°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



LEGEND

 - WETLAND



COMMUNITY DEVELOPMENT

MAP

AMELIA CONCOURSE, CDD

AMELIA CONCOURSE, LLC

EXHIBIT 4

Amelia Concourse
Community Development District

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

November 27, 2018

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 21, 2016, the District adopted the Second Supplemental Special Assessment Methodology dated June 9, 2016 (together the "Previous 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 I"). Phase II consists 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"), which is being developed by Dream Finders Homes (the "Developer").

2. Purpose of the Report

The purpose of this Third Supplemental Special Assessment Methodology Report (the "2018 Report") is to provide a methodology to allocate the Series 2018A Assessments that will be levied to secure the Capital Improvement Revenue Bonds, Series 20018A (the "Series 2018A Bonds") and Series 2018B Assessments that will secure the Capital Improvement Revenue Bonds, Series 2018B (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 January 26, 2016, updated November 9, 2018 (the "2018 Improvement Plan"). The 2018 Improvement Plan is necessary to develop the 172 planned single family homes within Assessment Area III. The 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 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 estimated to be Term Bonds with an interest rate of 6.00% and final maturity date of May 1, 2049 and the Series 2018B Bonds are estimated to be Term Bonds with an interest rate of 6.00% and final maturity date of May 1, 2029.(preliminary, subject to change)]

3.2 The Series 2018 Assessments

The Series 2018A Bonds will be secured by long-term debt assessments (the "Series 2018A Assessments") that will be levied annually on all of the 172 planned lots in Assessment Area III. The Series 2018B Bonds will be secured by short-term debt assessments (the "Series 2018B Assessments" and together with the Series 2018A Assessments the "Series 2018 Assessments") that will be levied and collected upon the earlier of the sale to end user or the maturity of the Series 2018B Bonds, on each of the 172 planned single family lots within Assessment Area III that benefit from the Phase III Projects detailed in the 2018 Improvement Plan that will be constructed and/or acquired by the District. **See Table 2. Phase III Project Cost Estimates.**

The proposed Series 2018A Bonds will begin amortizing on May 1, 2020, and mature on May 1, 2049, a 30-year term bond. The Series 2018B Bonds are interest only to maturity, May 1, 2029, and while the Series 2018A Assessments may be prepaid at any time, the Series 2018B Assessments are required to be prepaid prior to transfer of property.

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, 2029 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, if applicable.

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 \$5,160,000 all of which is expected to be funded from the proceeds of the Series 2018A Bonds in the amount of \$2,442,822 and 2018B Bonds in the amount of \$2,717,178. 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 Preliminary 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 platted 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. Preliminary Assessment Roll

The Preliminary Assessment roll reflecting the allocation of the Series 2018 Assessments securing the repayment of the Series 2018 Bonds is attached hereto as **Table 6.**

TABLE 1
Amelia Concourse CDD
Development Program

<u>Land Use and Location</u>	<u>Units</u>
Single Family Homes - Phase III	172
Total	<u>172</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	\$114,365
Landscaping, Entry Monuments & Signs	\$145,000
Engineering/Permitting	\$90,000
Total Estimated Cost	<u>\$5,160,000</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>
<u>Sources</u>			
Par amount of Bond Issue	\$2,830,000	\$3,125,000	\$5,955,000
Total Sources	<u>\$2,830,000</u>	<u>\$3,125,000</u>	<u>\$5,955,000</u>
<u>Uses</u>			
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	<u>\$2,830,000</u>	<u>\$3,125,000</u>	<u>\$5,955,000</u>

	2018A	2018B
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

<p align="center">TABLE 4 Amelia Concourse CDD Series 2018 Bonds Allocation of Benefit/Par Debt Per Unit</p>
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<u>Development Type :</u>	<u>Number of Units</u>	<u>Total Cost</u>	<u>Benefit Per Unit</u>	<u>Par Debt Series 2018 Bonds(1)</u>	<u>Par Debt Per Unit Series 2018 Bonds</u>	<u>Excess Benefit Per Unit</u>
Single Family Homes - Phase III	172	\$5,955,000	\$34,622	\$5,955,000	\$34,622	\$0
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.

<u>Development Type :</u>	<u>Number of Units</u>	<u>Par Debt Series 2018A Bonds</u>	<u>Par Debt Per Unit Series 2018A Bonds</u>	<u>Par Debt Series 2018B Bonds</u>	<u>Par Debt Per Unit Series 2018B Bonds</u>
Single Family Homes - Phase III	172	\$2,830,000	\$16,453	\$3,125,000	\$18,169

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 Bonds are interest only until May 1, 2029 at which time the outstanding par debt plus unpaid accrued 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. The Series 2018B Assessments are required to be paid in full prior to transfer of property to the end user.

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 Three 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, and upon sale to end

PHASE III

LEGAL DESCRIPTION

A PORTION OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 20 EAST, HARRAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN THE POINT OF BEGINNING COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 30, THENCE NORTH 01° 13' 21" 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 2002 THROUGH 2002 OF THE PUBLIC RECORDS OF SAID COUNTY, 3480.44 FEET TO THE CURVED SOUTHWESTERLY RIGHT-OF-WAY OF AMELIA CONCOURSE, A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY, THE FOLLOWING COURSE: 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 88° 00' 00" EAST, 977.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23° 30' 30" EAST, 250.01 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 2009.80 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 84° 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 COURSE: THENCE SOUTH 01° 13' 21" EAST, DEPARTING LAST MENTIONED RIGHT-OF-WAY, 1178.08 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 998.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 38° 27' 40" EAST, 481.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70° 21' 47" EAST, 100.84 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 108.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 70° 00' 12" EAST, 19.02 FEET; THENCE NORTH 24° 31' 22" 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 276.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00° 30' 40" WEST, 10.60 FEET; THENCE NORTH 22° 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 308.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44° 55' 40" EAST, 300.99 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 38.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83° 45' 10" EAST, 40.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74° 30' 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 243.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10° 20' 07" EAST, 10.18 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 40° 11' 37" EAST, 200.70 FEET; THENCE SOUTH 48° 50' 40" WEST, DEPARTING THE SOUTHERLY LINE OF SAID AMELIA CONCOURSE PHASE ONE, 18.01 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° 20' 00" WEST, 48.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01° 20' 00" WEST, 240.84 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° 27' 15" WEST, 48.71 FEET; THENCE SOUTH 53° 07' 48" WEST, 14.00 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 06° 18' 23" WEST, 84.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10° 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 245.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 14° 01' 52" WEST, 62.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10° 31' 02" WEST, 33.38 FEET; THENCE SOUTH 23° 01' 14" WEST, 92.23 FEET; THENCE SOUTH 37° 00' 40" WEST, 27.85 FEET; THENCE SOUTH 00° 21' 22" EAST, 200.07 FEET TO THE SOUTHERLY LINE OF SAID SECTION 30; THENCE SOUTH 00° 30' 00" WEST, ALONG SAID SOUTHERLY SECTION LINE, 1247.11 FEET TO THE POINT OF BEGINNING. THE LAND THIS DESCRIBED CONTAINS 77.645 ACRES, MORE OR LESS.



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

EXHIBIT 8
A

SIXTH ORDER OF BUSINESS

A.

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A (THE "SERIES 2018A BONDS") AND ITS CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018B (THE "SERIES 2018B BONDS" AND, TOGETHER WITH THE SERIES 2018A BONDS, THE "SERIES 2018 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2018 BONDS, AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SERIES 2018A BONDS, AND A FOURTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SERIES 2018B BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2018 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2018 BONDS AND AWARDED THE SERIES 2018 BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2018 BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2018 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2018 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A COLLATERAL ASSIGNMENT, AN ACQUISITION AGREEMENT, A COMPLETION AGREEMENT, AND A TRUE-UP AGREEMENT; APPROVING THE FORM OF A DECLARATION OF CONSENT; PROVIDING FOR THE APPLICATION OF THE SERIES 2018 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2018 BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Amelia Concourse Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and created pursuant to Ordinance No. 2006-58 enacted by the Board of County Commissioners of Nassau County, Florida, on July 10, 2006; and

WHEREAS, pursuant to Resolution No. 2007-13 adopted by the Board on November 9, 2006 (the "Original Bond Resolution") the District authorized the issuance, sale and delivery of not to exceed \$19,700,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, under that certain Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), between the District and U.S. Bank National Association, as Trustee (the "Trustee");

WHEREAS, the Bonds were validated by final judgment of the Circuit Court of Nassau County, Florida on April 30, 2007; and

WHEREAS, the District is being developed in three separate phases: Phase I, Phase II, and Phase III (collectively, the "Development"); and

WHEREAS, the District previously issued \$7,350,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), under the terms of the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture (the "First Supplemental Indenture") dated as of July 1, 2007, between the District and the Trustee, for the infrastructure purpose of providing funding for the costs of certain capital improvements necessary for the development of Phase I; and

WHEREAS, the Series 2007 Bonds are secured by special assessments (the "Series 2007 Special Assessments") levied on benefitted property within Phase I; and

WHEREAS, the District previously issued \$3,385,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), under the terms of the Master Indenture, as supplemented by that certain Second Supplemental Trust Indenture (the "First Supplemental Indenture") dated as of June 1, 2016, between the District and the Trustee, for the infrastructure purpose of providing funding for the costs of certain capital improvements necessary for the development of Phase II; and

WHEREAS, the Series 2016 Bonds are secured by special assessments (the "Series 2016 Special Assessments") levied on benefitted property within Phase II; and

WHEREAS, Phase III of the District contains approximately 78 undeveloped acres and is planned for 172 single-family units ; and

WHEREAS, DFH Amelia, LLC (the "Developer") is expected to purchase all of the developable land within Phase III of the District pursuant to a **[Lot Purchase Agreement dated _____]** and plans to develop Phase III into 172 single-family units; and

WHEREAS, on October 23, 2018, the Board adopted Resolution No. 2019-02, providing for (i) the acquisition and construction of the Capital Improvement Program contained in the Amelia Concourse Subdivision Phase II Engineers Report (the "Phase III Engineer's Report") dated November 5, 2018, prepared by McCranie & Associates, Inc. (the "District Engineer"), providing the estimated costs of certain capital improvements necessary for the development of Phase III (the "Phase III Project"), and (ii)

the special assessments that will be imposed and the manner in which such special assessments shall be levied against the benefited property within Phase III (the "Phase III Special Assessments") for the purpose of allotting the costs of the Phase III Project as set forth in the Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project), Preliminary Report dated October 16, 2018 (the "Assessment Methodology "), prepared by Government Management Services, LLC (the "Methodology Consultant"); and

WHEREAS, the Board duly adopted Resolution No. 2019-[], on November 27, 2018, following a public hearing conducted in accordance with the Act, to fix and establish the Phase III Special Assessments and the benefited property; and

WHEREAS, the District has determined that it is necessary and desirable at this time to proceed with the acquisition, construction, installment and equipping of components of the Phase III Project; and

WHEREAS, the District has determined that it would be in the best interest of the landowners of the District for the District to issue its Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds") for the primary purpose of providing funds to pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; and

WHEREAS, the Series 2018A Bonds will be issued under and pursuant to the Master Indenture, as supplemented by that certain Third Supplemental Trust Indenture between the District and the Trustee (the "Third Supplemental Indenture"), and the proceeds will be applied to: (i) fund a portion of the costs of acquiring, constructing and equipping assessable improvements comprising the Phase III Project; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds; (iii) pay a portion of the interest coming due on the Series 2018A Bonds; and (iv) make a deposit into the related Series 2018A Reserve Account (as defined in the Third Supplemental Indenture) for the benefit of the Series 2018A Bonds; and

WHEREAS, the Series 2018B Bonds will be issued under and pursuant to the Master Indenture, as supplemented by that certain Fourth Supplemental Trust Indenture between the District and the Trustee (the "Fourth Supplemental Indenture"), and the proceeds will be applied to: (i) fund a portion of the costs of acquiring, constructing and equipping assessable improvements comprising the Phase III Project; (ii) pay certain costs associated with the issuance of the Series 2018B Bonds; (iii) pay a portion of the interest coming due on the Series 2018B Bonds; and (iv) make a deposit into the related Series 2018B Reserve Account (as defined in the Fourth Supplemental Indenture) for the benefit of the Series 2018B Bonds; and

WHEREAS, the Series 2018A Bonds will be payable from and secured by long-term Phase III Special Assessments (the "Series 2018A Special Assessments") imposed, levied and collected by the District with respect to all assessable property within Phase III specially

benefitted by the Phase III Project, which together with the Series 2018A Pledged Funds (as defined in the Third Supplemental Indenture) will comprise the Series 2018A Trust Estate (as defined in the Third Supplemental Indenture); and

WHEREAS, the Series 2018B Bonds will be payable from and secured by short-term Phase III Special Assessments (the "Series 2018B Special Assessments") imposed, levied and collected by the District with respect to all assessable property within Phase III specially benefitted by the Phase III Project, which together with the Series 2018B Pledged Funds (as defined in the Fourth Supplemental Indenture) will comprise the Series 2018B Trust Estate (as defined in the Fourth Supplemental Indenture); and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2018 Bonds and submitted to the Board:

- (i) a form of the Third Supplemental Indenture, between the Trustee and the District, attached hereto as Exhibit A;
- (ii) a form of the Fourth Supplemental Indenture, between the Trustee and the District, attached hereto as Exhibit B;
- (iii) a form of Bond Purchase Agreement with respect to the Series 2018 Bonds between MBS Capital Markets, LLC (the "Underwriter") and the District attached hereto as Exhibit C (the "Bond Purchase Agreement"), together with the form of a disclosure statement attached to the Bond Purchase Agreement in accordance with Section 218.385, Florida Statutes; and
- (iv) a form of Preliminary Limited Offering Memorandum relating to the Series 2018 Bonds attached hereto as Exhibit D (the "Preliminary Limited Offering Memorandum");
- (v) a form of Rule 15c2-12 Certificate of the District relating to the Preliminary Limited Offering Memorandum, attached hereto as Exhibit E (the "Rule 15c2-12 Certificate");
- (vi) a form of the Continuing Disclosure Agreement to be entered into among the District, the Developer, and the dissemination agent named therein, attached hereto as Exhibit F (the "Continuing Disclosure Agreement");
- (vii) a form of a Collateral Assignment, between the District and the Developer (the "Collateral Assignment") attached hereto as Exhibit G;
- (viii) a form of an Acquisition Agreement between the District and the Developer (the "Acquisition Agreement") attached hereto as Exhibit H;
- (ix) a form of a Completion Agreement between the District and the Developer (the "Completion Agreement") attached hereto as Exhibit I;

(x) a form of a True-Up Agreement between the District and the Developer (the "True-Up Agreement") attached hereto as Exhibit J; and

(xi) a form of a Declaration of Consent to be delivered by the Developer (the "Declaration of Consent"), attached hereto as Exhibit K.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Amelia Concourse Community Development District, as follows:

Section 1. Authorization of Issuance of Series 2018 Bonds. There are hereby authorized and directed to be issued: the Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A and the Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B, for the purpose of providing funds to (i) pay a portion of the Costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; (ii) funding certain reserves in respect to the Series 2018 Bonds; (iii) paying a portion of the interest coming due on the Series 2018 Bonds; and (iv) paying certain costs of issuance in respect of the Series 2018 Bonds. The Series 2018A Bonds shall be issued under and secured by the Third Supplemental Indenture, the form of which by reference is hereby incorporated into this Resolution as if set forth in full herein. The Series 2018B Bonds shall be issued under and secured by the Fourth Supplemental Indenture, the form of which by reference is hereby incorporated into this Resolution as if set forth in full herein.

Section 2. Details of the Series 2018 Bonds. The District hereby determines that the Series 2018 Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and as determined by the Chairman of the Board (the "Chairman"), or the Vice Chairman of the Board (the "Vice Chairman") or any member of the Board designated by the Chairman in writing (a "Designated Member"), all in a manner consistent with the requirements of the Original Bond Resolution and within the parameters set forth in Section 6 hereof.

Section 3. Third Supplemental Indenture. The District hereby approves the form of and authorizes the execution of the Third Supplemental Indenture by the Chairman, the Vice Chairman or a Designated Member and with the attestation and seal provided by the Secretary or any Assistant Secretary of the Board (the "Secretary") and the delivery of the Third Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairman, the Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Third Supplemental Indenture attached hereto.

Section 4. Fourth Supplemental Indenture. The District hereby approves the form of and authorizes the execution of the Fourth Supplemental Indenture by the Chairman, the Vice Chairman or a Designated Member and the Secretary and delivery of the Fourth Supplemental Indenture in substantially the form thereof attached hereto as Exhibit B, with such changes therein as shall be approved by the Chairman, the Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such

officer's approval and the District's approval of any changes therein from the form of the Fourth Supplemental Indenture attached hereto.

Section 5. Negotiated Sale. The Series 2018 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2018 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Series 2018 Bonds, including the pledge of Phase III Special Assessments as security for the Series 2018 Bonds, it is desirable to sell the Series 2018 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters;

(ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2018 Bonds, it is in the best interests of the District to sell the Series 2018 Bonds by a negotiated sale;

(iii) the Underwriter has participated in structuring the issuance of the Series 2018 Bonds and can assist the District in attempting to obtain the most attractive financing for the District;

(iv) the Series 2018 Bonds do not bear a credit rating and will be offered initially only to accredited investors within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder; and

(v) the District will not be adversely affected if the Series 2018 Bonds are not sold pursuant to a competitive sale.

Section 6. Bond Purchase Agreement. The District hereby approves the form of the Bond Purchase Agreement submitted by the Underwriter and attached as Exhibit C hereto, and the sale of the Series 2018 Bonds by the District upon the terms and conditions set forth in the Bond Purchase Agreement is hereby approved. The Chairman, the Vice Chairman or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Agreement and to deliver the Bond Purchase Agreement to the Underwriter. The Bond Purchase Agreement shall be in substantially the form of the Bond Purchase Agreement attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as may be approved by the Chairman, the Vice Chairman or the Designated Member; provided, however,

(i) The Series 2018A Bonds shall be subject to optional redemption not later than [May 1, 20__], at a redemption price equal to their par value, plus accrued interest to the redemption date. The Series 2018B Bonds are **not** subject to optional redemption;

(ii) The interest rate on the Series 2018 Bonds shall not exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Series 2018 Bonds are sold, as provided in Section 215.84(3), Florida Statutes, as amended;

(iii) The aggregate principal amount of the Series 2018A Bonds shall not exceed \$2,830,000 and the aggregate principal amount of the Series 2018B Bonds shall not exceed \$3,125,000;

(iv) The Series 2018A Bonds shall have a final maturity not later than May 1, 2049 and the Series 2018B Bonds shall have a final maturity not later than May 1, 2029; and

(v) The price at which the Series 2018 Bonds shall be sold to the Underwriter shall not be less than 98% of the aggregate face amount of the Series 2018 Bonds, exclusive of original issue discount.

Execution by the Chairman or a Designated Member of the Bond Purchase Agreement shall be deemed to be conclusive evidence of approval of such changes.

Section 7. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby approves the form of the Preliminary Limited Offering Memorandum submitted to this meeting and attached hereto as Exhibit D and authorizes its distribution and use in connection with the limited offering for sale of the Series 2018 Bonds. The preparation of a final Limited Offering Memorandum relating to the Series 2018 Bonds (the "Limited Offering Memorandum") is hereby approved and the Chairman, the Vice Chairman or any Designated Member are hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2018 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2018 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum attached as Exhibit D hereto, with such changes as shall be approved by the Chairman, the Vice Chairman or Designated Member as necessary to conform the details of the Series 2018 Bonds and such other insertions, modifications and changes as may be approved by the Chairman, the Vice Chairman or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chairman, the Vice Chairman or Designated Member shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2018 Bonds. The Chairman and the Vice Chairman are each individually further authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute the Rule 15c2-12 Certificate evidencing the same substantially in the form attached hereto as Exhibit E.

Section 8. Continuing Disclosure. The District hereby authorizes and approves the form of and the execution and delivery of the Continuing Disclosure Agreement by the Chairman, the Vice Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as Exhibit F, with such changes therein as shall be approved by the Chairman, the Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Continuing Disclosure Agreement attached hereto. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 9. The Collateral Assignment, Acquisition Agreement, Completion Agreement and True-Up Agreement. The Board hereby approves the forms of the Collateral Assignment, the Acquisition Agreement, the Completion Agreement, and the True-Up Agreement and authorizes the execution thereof by the Chairman, the Vice Chairman or Designated Member, and the attestation by the Secretary, and the delivery of such in substantially the forms thereof attached hereto as Exhibit G, Exhibit H, Exhibit I, and Exhibit J respectively, with such changes therein as shall be approved by the Chairman, the Vice Chairman or Designated Member executing the same with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Collateral Assignment, Acquisition Agreement, Completion Agreement, and True-Up Agreement respectively, attached hereto.

Section 10. Declaration of Consent. The Board hereby approves the form of the Declaration of Consent to be executed and delivered by the Developer with respect to the jurisdiction of the District and the imposition of the Phase III Special Assessments.

Section 11. Application of Bond Proceeds. The proceeds of the Series 2018A Bonds shall be applied in the manner required in the Third Supplemental Indenture. The proceeds of the Series 2018B Bonds shall be applied in the manner required in the Fourth Supplemental Indenture.

Section 2. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairman, the Vice Chairman, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2018 Bonds, any documents required in connection with implementation of a book-entry system of registration, and investment agreements relating to the investment of the proceeds of the Series 2018 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2018 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Vice Chairman is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District upon a written designation from the Chairman. This designation shall not be contingent upon the unavailability of the Chairman. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chairman, the Vice Chairman or any Designated Member may, among other things, change the date of any document accompanying this Resolution as an exhibit. Execution by the Chairman, the Vice Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 15. Ratification of Prior Acts. All actions previously taken by or on behalf of the District in connection with the issuance of the Series 2018 Bonds are hereby authorized, ratified and confirmed.

Section 16. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 17. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Amelia Concourse Community Development District, this 27th day of November, 2018.

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary, Board of Supervisors

Chairman, Board of Supervisors

SCHEDULE I

DESCRIPTION OF PHASE III PROJECT

The PHASE III Project includes, but is not limited to, the following improvements:

<u>Infrastructure</u>	<u>Phase III</u>
Clearing & Grading	\$1,662,475
Roadway	1,043,400
Stormwater	776,072
Water	520,091
Sewer	808,597
Electrical	114,365
Landscaping, Entry Monuments & Signs	145,000
Engineering/Permitting	90,000
TOTAL	\$5,160,000

Source: Amelia Concourse Community Subdivision Phase III Engineers Report dated November 5, 2018, prepared by McCranie & Associates, Inc.

EXHIBIT A

FORM OF THIRD SUPPLEMENTAL INDENTURE

EXHIBIT B

FORM OF FOURTH SUPPLEMENTAL INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT E

FORM OF RULE 15c2-12 CERTIFICATE

**Amelia Concourse Community Development District
\$ _____* Capital Improvement Revenue Bonds,
Series 2018**

The undersigned hereby certifies and represents to MBS Capital Markets, LLC ("Underwriter") that he is the Chairman of the Board of Supervisors of Amelia Concourse Community Development District (the "District") is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2 -12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the above captioned bonds (the "Series 2018 Bonds").

2. In connection with the offering and sale of the Series 2018 Bonds, there has been prepared a Preliminary Limited Offering Memorandum, dated the date hereof, setting forth information concerning the Series 2018 Bonds and the District (the "Preliminary Limited Offering Memorandum").

3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Series 2018 Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Limited Offering Memorandum "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Bond Purchase Agreement, any event occurs as a result of which the Preliminary Limited Offering Memorandum might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2018.

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Chairman

* Preliminary, subject to change.

EXHIBIT F

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT G

FORM OF COLLATERAL ASSIGNMENT

EXHIBIT H
FORM OF ACQUISITION AGREEMENT

EXHIBIT I

FORM OF COMPLETION AGREEMENT

EXHIBIT J

FORM OF TRUE-UP AGREEMENT

EXHIBIT K

FORM OF DECLARATION OF CONSENT

1.

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

**AMELIA CONCOURSE
COMMUNITY DEVELOPMENT DISTRICT**

AND

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

Dated as of December 1, 2018

Authorizing and Securing

**\$[_____] AMELIA CONCOURSE
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A**

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Third Supplemental Trust Indenture.

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THIRD SUPPLEMENTAL TRUST INDENTURE

This **THIRD SUPPLEMENTAL TRUST INDENTURE** (the "Third Supplemental Indenture") dated as of December 1, 2018, supplements and amends that certain Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture" and together with the Third Supplemental Indenture, the "Indenture"), each by and between the **AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT** (the "District" or "Issuer") and **U.S. BANK NATIONAL ASSOCIATION**, as Trustee (the "Trustee"), a national banking association organized and existing under the laws of the United States of America, and authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office and post office address located at 225 E. Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and created pursuant to Ordinance No. 2006-58, enacted by the Board of County Commissioners of Nassau County, Florida (the "County"), on July 10, 2006; and

WHEREAS, pursuant to Resolution No. 2007-13 adopted by the Board of Supervisors of the District (the "Board") on November 9, 2006 (the "Original Bond Resolution") the District authorized the issuance, sale and delivery of not to exceed \$19,700,000 in aggregate principal amount of its Capital Improvement Revenue Bonds (the "Bonds"), under the Master Indenture; and

WHEREAS, the Bonds were validated by final judgment of the Circuit Court of Nassau County, Florida on April 30, 2007; and

WHEREAS, the District is being developed in three separate phases: Phase I, Phase II, and Phase III (collectively, the "Development"); and

WHEREAS, the District previously issued \$7,350,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), under the terms of the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture (the "First Supplemental Indenture") dated as of July 1, 2007, between the District and the Trustee, for the infrastructure purpose of providing funding for the costs of certain capital improvements necessary for the development of Phase I; and

WHEREAS, the Series 2007 Bonds are secured by special assessments (the "Series 2007 Special Assessments") levied on benefitted property within Phase I; and

WHEREAS, the District previously issued \$3,385,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), under the terms of the Master Indenture, as supplemented by that certain Second Supplemental Trust Indenture (the "Second Supplemental Indenture") dated as of June 1, 2016, between the District and the

Trustee, for the infrastructure purpose of providing funding for the costs of certain capital improvements necessary for the development of Phase II; and

WHEREAS, the Series 2016 Bonds are secured by special assessments (the "Series 2016 Special Assessments") levied on benefitted property within Phase II; and

WHEREAS, Phase III of the District contains approximately 78 undeveloped acres and is planned for 172 single family units; and

WHEREAS, DFH Amelia, LLC (the "Developer") is expected to purchase all of the developable land within Phase III of the District pursuant to a **[Lot Purchase Agreement dated _____]** and plans to develop Phase III into 172 single-family units; and

WHEREAS, on October 23, 2018, the Board adopted Resolution No. 2019-02, providing for (i) the acquisition and construction of the capital improvements described in the Amelia Concourse Subdivision Phase III Engineers Report (the "Phase III Engineer's Report") dated November 5, 2018 prepared by McCraine & Associates, Inc. (the "District Engineer"), providing the estimated costs of certain capital improvements necessary for the development of Phase III (the "Phase III Project"), and (ii) the special assessments that will be imposed and the manner in which such special assessments shall be levied against the benefitted property within Phase III (the "Phase III Special Assessments") for the purpose of allotting the costs of the Phase III Project as set forth in the Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project), Preliminary Report dated October 16, 2018 (the "Phase III Assessment Methodology"), prepared by Government Management Services, LLC (the "Methodology Consultant"); and

WHEREAS, the Board duly adopted Resolution No. 2019-[], on November 27, 2018, following a public hearing conducted in accordance with the Act, to fix and establish the Phase III Special Assessments and the benefitted property; and

WHEREAS, the District has determined that it is necessary and desirable at this time to proceed with the acquisition, construction, installation and equipping of components of the Phase III Project; and

WHEREAS, the District has determined that it would be in the best interest of the landowners of the District for the District to issue its Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds") for the primary purpose of providing funds to pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; and

WHEREAS, the Board of the District adopted Resolution No. 2019-__ on November 27, 2018 (the "Delegation Resolution") authorizing the issuance of the Series 2018 Bonds, and approving inter alia the form of this Third Supplemental Indenture; and

WHEREAS, the District will apply the proceeds of the Series 2018A Bonds to: (i) fund a portion of the costs of acquiring, constructing and equipping assessable improvements comprising the Phase III Project; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds; (iii) pay a portion of the interest coming due on the Series 2018A Bonds; and (iv) make a deposit into the related Series 2018A Reserve Account (as herein defined) for the benefit of the Series 2018A Bonds; and

WHEREAS, the Series 2018A Bonds will be payable from and secured by the Series 2018A Pledged Revenues, which primarily consist of the long-term Phase III Special Assessments (the "Series 2018A Special Assessments") imposed, levied and collected by the District with respect to all assessable property within Phase III specially benefitted by the Phase III Project, which, together with the Series 2018A Pledged Funds and Accounts will comprise the Series 2018A Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2018A Bonds and of this Third Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Series 2018A Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2018A Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2018A Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2018A Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Third Supplemental Indenture and in the Series 2018A Bonds: (i) has executed and delivered this Third Supplemental Indenture and (ii) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues derived by the District from the Series 2018A Special Assessments (the "Series 2018A Pledged Revenues") and the Funds and Accounts (except for the Series 2018A Rebate Account) established hereby (the "Series 2018A Pledged Funds and Accounts") which shall comprise a part of the Trust Estate securing the Series 2018A Bonds (the "Series 2018A Trust Estate");

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2018A Bonds issued or to be issued under and secured by this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2018A Bond over any other Series 2018A Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2018A Bonds or any Series 2018A Bond of a particular maturity issued, secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2018A Bonds and this Third Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Third Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2018A Bonds or any Series 2018A Bond of a particular maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2018A Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture), including this Third Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2018A Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition and Completion Agreement" shall mean the Acquisition and Completion Agreement, dated as of the date of closing on the Series 2018A Bonds, between the District and the Developer.

"Arbitrage and Tax Certificate" shall mean the Arbitrage and Tax Certificate executed and delivered by the District in connection with the issuance of the Series 2018A Bonds.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"Collateral Assignment" shall mean that certain instrument executed by the Developer in favor of the District whereby all of the material documents necessary to complete the development planned by the Developer are collaterally assigned as security for the Developer's obligation to pay the Series 2018A Special Assessments imposed against lands within Phase III owned by the Developer from time to time.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of Amelia Concourse Community Development District and to Imposition of Special Assessments dated [December __, 2018] delivered by the Developer.

"Delinquent Assessment Interest" shall mean Series 2018A Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Assessment Interest has, or would have, become delinquent under State law applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2018A Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2018A Assessment Principal has, or would have, become delinquent under State law applicable thereto.

"Developer" means DFH Amelia, LLC, a Florida limited liability company.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean the Master Indenture as supplemented by this Third Supplemental Indenture.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2019.

"Majority Owners" shall mean the Owners of at least 51% in aggregate principal amount of the Outstanding Series 2018A Bonds.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Phase III" shall mean the approximately 78 gross acres planned for 172 single family homes located within the District and presently owned by the Developer.

"Phase III Engineer's Report" shall mean Amelia Concourse Subdivision Phase III Engineers Report dated November 5, 2018, prepared by McCraine & Associates, Inc.

"Phase III Methodology Report" shall mean the Amelia Concourse Community Development District Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project) Preliminary Report dated October 16, 2018, prepared by Governmental Management Services, LLC.

"Phase III Project" shall mean the acquisition, construction, and installation of certain public infrastructure as described in the Phase III Engineer's Report.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1.

"Redemption Date" shall mean, in the event that the Series 2018A Bonds are to be redeemed in part, each Quarterly Redemption Date, or, in the event that the Series 2018A Bonds are to be redeemed in full, any date.

"Series 2018A Assessment Area" shall mean the benefitted, and assessable property within Phase III of the District described in Exhibit B attached hereto, that are subject to and encumbered by the lien of the Series 2018A Special Assessments.

"Series 2018A Assessment Interest" shall mean the interest on the Series 2018A Special Assessments which is pledged to the Series 2018A Bonds.

"Series 2018A Assessment Principal" shall mean the principal amount of Series 2018A Special Assessments, other than applicable Delinquent Assessment Principal and 2018 Prepayment Principal.

"Series 2018A Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2018A Special Assessments, including, but not limited to Resolutions No. 2019-02, 2019-03, and 2019-__, adopted by the

Board on October 23, 2018, October 23, 2018 and November 27, 2018, and any supplemental proceedings undertaken by the District with respect to the Series 2018A Special Assessments.

"Series 2018A Assessment Revenues" shall mean all revenues derived by the District from the Series 2018A Special Assessments.

"Series 2018A Bonds" shall mean the \$[_____] in aggregate principal amount of the Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A.

"Series 2018A Investment Obligations" shall mean and include any of the following securities with respect to the investment of moneys under this Third Supplemental Indenture, if and to the extent that such securities are legal investments for funds of the Issuer:

- (i) Government Obligations;
- (ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation;
- (iii) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P;
- (iv) commercial paper rated in the top two rating categories by both Moody's and S&P at the time of purchase;
- (v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;
- (vi) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for money market funds by both Moody's and S&P, including those shares offered or sponsored by the Trustee Bank, and (B) shares of money market mutual funds, including those funds offered or sponsored by the Trustee Bank, that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P;

(vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by a third party acting solely as agent for the Issuer with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the Issuer and the provider shall at its option, within ten Business Days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider must immediately notify the Trustee and the Issuer and must at the direction by the Issuer to the Trustee, within ten Business Days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all Collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten Business Days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall withdraw the entire amount invested plus accrued interest within two (2) Business Days after the Trustee knows such conditions apply. Any repurchase agreement entered into pursuant to this Third Supplemental Indenture shall contain the following additional provisions:

- 1) Failure to maintain the requisite collateral percentage will require the District or the Trustee to liquidate the collateral as provided above;
- 2) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);
- 3) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Trustee and the Issuer shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- 4) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("**FIRREA**") and such bank is subject to FIRREA;
- 5) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the District and the Trustee of any change in its long-term debt rating;

6) The Issuer or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

7) The Issuer and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the Issuer and the Trustee and shall be in form and substance satisfactory to the Issuer and the Trustee) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

8) The term of the repurchase agreement shall be no longer than ten years;

9) The interest with respect to the repurchase transaction shall be payable at the times and in the amounts necessary in order to make funds available when required under this Third Supplemental Trust Indenture;

10) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Third Supplemental Indenture;

11) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the beneficial owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the beneficial owners; and

12) The collateral delivered or transferred to the Issuer, the Trustee, or a third party acceptable to, and acting solely as agent for, the Trustee (the "**Holder of the Collateral**") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the Majority Owners and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the beneficial owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(viii) investment agreements with a bank, insurance company or other financial institution, or the subsidiary of a bank, insurance company or other financial institution if the parent guarantees the investment agreement, which bank, insurance company, financial institution or parent has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated in the two highest short-term rating categories by Moody's or S&P (if the term of such agreement does not exceed 365 days), or has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated by Aa2 or better by Moody's and AA or better by S&P or Fitch, respectively (if the term of such agreement is more than 365 days) or is the lead bank of

a parent bank holding company with an uninsured, unsecured and unguaranteed obligation of the aforesaid ratings, provided:

- 1) interest is paid on any date interest is due on the Series 2018A Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;
- 2) moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two Business Days' notice unless otherwise specified in a Supplemental Indenture;
- 3) the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and
- 4) the Issuer and the Trustee receives an opinion of counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

In the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Issuer and the Trustee within five Business Days of such downgrade event and the provider shall at its option, within ten Business Days after notice is given to the Issuer and the Trustee take any one of the following actions:

- A) collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach, or
- B) assign the agreement to another provider, as long as the minimum rating criteria of "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or
- C) have the agreement guaranteed by a provider which results in a minimum rating criteria of an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or
- D) repay all amounts due and owing under the agreement.

In the event the provider has not satisfied any one of the above conditions within three (3) days of the date such conditions apply, then the agreement shall provide that the Trustee shall be entitled to withdraw the entire amount invested plus accrued interest without penalty or premium.

(ix) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated A- or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch or AA- or better by either S&P, Moody's or Fitch;

(x) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation);

(xi) in addition to the deposits described in (iii) of the definition of "Investment Obligations," negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution, including the Trustee Bank, subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation ("**FDIC**") (including the FDIC's Savings Association Insurance Fund); and

(xii) other investments permitted by Florida law and directed by the Issuer.

A certificate of an Authorized Officer directing any investment enumerated above shall constitute a representation by the Issuer that such investment is permitted under this Third Supplemental Indenture, upon which the Trustee is conclusively entitled to rely.

"Series 2018A Pledged Funds and Accounts" shall mean the Funds and Accounts established and held under this Third Supplemental Indenture for the benefit of the Series 2018A Bonds (except for the Series 2018A Rebate Account).

"Series 2018A Pledged Revenues" shall mean the revenues derived by the District from the levy and imposition of the Series 2018A Special Assessments.

"Series 2018A Prepayment Principal" shall mean the excess amount of Series 2018A Assessment Principal received by the District over the Series 2018A Special Assessment Principal included within an Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2018A Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2018A Reserve Account" shall mean the Account so designated, established as a separate Account within the Reserve Fund pursuant to Section 4.01(c) of this Third Supplemental Trust Indenture.

"Series 2018A Reserve Account Requirement" or "Reserve Requirement" shall mean \$_____, which amount is equal to fifty percent (50%) of the maximum annual debt service with respect to the initial principal amount of the Series 2018A Bonds. Amounts on deposit in the Series 2018A Reserve Account may, upon final maturity or redemption of all Outstanding Series 2018A Bonds be used to pay principal of and interest on the Series 2018A Bonds at that time.

"Series 2018A Special Assessments" shall mean the long-term special assessments levied and imposed on assessable property within Phase III that benefit from the Phase III Project.

"Series 2018A Trust Estate" shall mean collectively the Series 2018A Pledged Revenues and the Series 2018A Pledged Funds and Accounts.

"Substantially Absorbed" shall mean when 90% of the principal portion of the Series 2018A Special Assessments have been assigned to residential units within Phase III that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2018A Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2018A Special Assessments are Substantially Absorbed.

"True-Up Agreement" shall mean the True-Up Agreement between the Developer and the District, dated as of [December __, 2018].

"Uniform Method of Collection" shall mean the uniform method for the levy, collection and enforcement of the Series 2018A Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2018A BONDS

Section 201. Authorization of Series 2018A Bonds; Book-Entry Only Form. The Series 2018A Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[_____] for the purposes enumerated in the recitals hereto to be designated "Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A." The Series 2018A Bonds shall be substantially in the form set forth as Exhibit C to this Third Supplemental Indenture. Each Series 2018A Bond shall bear the designation "R-1" and shall be numbered upwards.

The Series 2018A Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2018A Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2018A Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2018A Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2018A Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2018A Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2018A Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond

Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2018A Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2018A Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2018A Bond for the purpose of payment of principal, premium and interest with respect to such Series 2018A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2018A Bond, for the purpose of registering transfers with respect to such Series 2018A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2018A Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2018A Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2018A Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Third Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2018A Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the beneficial owners of the Series 2018A Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2018A Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2018A Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2018 Bonds shall be Term Bonds, shall be issued in one Series, shall bear interest at the fixed interest rate per annum and shall mature in the amount and on the date set forth below:

Series	Principal Amount	Maturity Date	Interest Rate	CUSIP
2018-A	\$	May 1, 20__	[_____]%	[_____]

Each Series 2018A Bond shall be dated as of their date of delivery. Each Series 2018A Bond also shall bear its date of authentication. Each Series 2018A Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2018A Bond has been paid, in which event such Series 2018A Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2018A Bonds, in which event, such Series 2018A Bond shall bear interest from its date. Interest on the Series 2018A Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2019, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Denominations. The Series 2018A Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2018A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

Section 204. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2018A Bonds.

Section 205. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2018A Bonds.

Section 206. Conditions Precedent to Issuance of Series 2018A Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018A Bonds, all the Series 2018A Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2018A Assessment Proceedings;
- (b) Executed copies of the Master Indenture and this Third Supplemental Indenture;
- (c) A Bond Counsel opinion to the effect that: (i) the District has the right and power under the Act, as amended to the date of such opinion, to authorize, execute and deliver the Master Indenture and this Third Supplemental Indenture, and the Master Indenture and this Third Supplemental Indenture have been duly and lawfully authorized, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their respective terms; (ii) the Master Indenture, as amended and supplemented by this Third Supplemental Indenture, creates the valid pledge which it purports to create of the Series 2018A Trust Estate in the manner and to the extent provided in the Master Indenture and this Third Supplemental Indenture; and (iii) the Series 2018A Bonds are valid, binding, special obligations of the District, enforceable in accordance with their terms and the terms of the Master Indenture and this Third Supplemental Indenture, subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally and entitled to the benefits of the Act as amended to the date of such opinion, and the Series 2018A Bonds have been duly and validly authorized and issued in accordance with law and the Master Indenture and this Third Supplemental Indenture;
- (d) The District Counsel opinion required by the Master Indenture;

(e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2018A Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture;

(f) An Engineer's Certificate which set forth the estimated costs of the Phase III Project;

(g) A certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and

(h) Executed copies of the Arbitrage and Tax Certificate, the True-Up Agreement, the Declaration of Consent, the Collateral Assignment and the Acquisition and Completion Agreement.

Payment to the Trustee of \$_____, being the net proceeds from the original issuance of the Series 2018A Bonds, shall be conclusive evidence that the foregoing conditions have been met to the satisfaction of the Issuer and the Underwriter.

ARTICLE III REDEMPTION OF SERIES 2018A BONDS

Section 301. Bonds Subject to Redemption. The Series 2018A Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit C to this Third Supplemental Indenture. Interest on Series 2018A Bonds which are called for redemption shall be paid on the Redemption Date from the Series 2018A Interest Account corresponding to the Series 2018A Bonds to be called or from the Series 2018A Revenue Account to the extent monies in the corresponding Series 2018A Interest Account are insufficient for such purpose.

(a) *Optional Redemption.* The Series 2018A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part at any time on or after **[May 1, 2031]** (less than all Series 2018A Bonds to be selected by lot) at the Redemption Price of par together with accrued interest to the date of redemption.

(b) *Mandatory Redemption.* The Series 2018A Bonds are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A Sinking Fund Account established under Section 401(b) hereof in satisfaction of the applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
<hr/>	<hr/>	<hr/>	<hr/>
	\$		\$

*

* Final Maturity

(c) *Extraordinary Mandatory Redemption.* The Series 2018A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(i) on or after the Date of Completion of the Phase III Project by application of moneys transferred from the Series 2018A Acquisition and Construction Account to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account in accordance with the terms of the Indenture; or

(ii) from Prepayments of Series 2018A Special Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account.

If less than all of the Series 2018A Bonds of a Series shall be called for redemption, the particular Series 2018A Bonds or portions of Series 2018A Bonds of a Series to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Section 302. Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2018A Acquisition and Construction Fund which are to be deposited into a Series 2018A Prepayment Subaccount in the Series 2018A Redemption Account in accordance with Section 403 hereof shall be deposited into the Series 2018A Prepayment Account in the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A Bonds.

Section 303. Notice of Redemption. Notice of each redemption of Series 2018A Bonds shall be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2018A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, in accordance with Article III of the Master Indenture, the Series 2018A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price

provided for the redemption of such Series 2018A Bonds or such portions thereof on such date, interest on such Series 2018A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2018A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

ARTICLE IV DEPOSIT OF SERIES 2018A BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a Series 2018A Acquisition and Construction Account; and
- (ii) a Series 2018A Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2018A Debt Service Account and therein a Series 2018A Sinking Fund Account, a Series 2018A Interest Account and a Series 2018A Capitalized Interest Account; and (ii) a Series 2018A Redemption Account, and therein a Series 2018A Prepayment Subaccount and a Series 2018A Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2018A Reserve Account, which shall be held for the benefit of all of the Series 2018A Bonds, without distinction and without privilege or priority of one Series 2018A Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2018A Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2018A Rebate Account.

Section 402. Use of Series 2018A Bond Proceeds. The net proceeds of sale of the Series 2018A Bonds, \$[_____], (comprised of a par amount of \$[_____], less an underwriter's discount in the amount of \$[_____]) shall as soon as practicable upon the

delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[_____], representing the Series 2018A Reserve Account Requirement shall be deposited to the credit of the Series 2018A Reserve Account;

(b) \$[_____], representing the costs of issuance relating to the Series 2018A Bonds shall be deposited to the credit of the 2018A Costs of Issuance Account;

(c) \$[_____], representing capitalized interest on the Series 2018A Bonds through [November 1, 2019] shall be deposited to the credit of the Series 2018A Capitalized Interest Account; and

(d) \$[_____] shall be deposited to the credit of the Series 2018A Acquisition and Construction Account and applied to the Costs of the Phase III Project as provided in Section 403 hereof.

Section 403. Series 2018A Acquisition and Construction Account and Series 2018A Capitalized Interest Account.

(a) Amounts on deposit in the in the Series 2018A Acquisition and Construction Account shall be applied to pay the Costs of the Phase III Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture. After the Date of Completion of the Phase III Project any amounts remaining in the Series 2018A Acquisition and Construction Account, shall be applied in accordance with Sections 301 and 302 hereof to the extraordinary mandatory redemption of Series 2018A Bonds.

(b) Amounts on deposit in the Series 2018A Capitalized Interest Account shall, on each interest Payment Date commencing May 1, 2019 through and including November 1, 2019, be transferred into the Series 2018A Interest Account and applied to the payment of interest first coming due on the Series 2018A Bonds, and thereafter transferred into the Series 2018A Acquisition and Construction Account.

Section 404. Series 2018A Costs of Issuance Account. The amount deposited in the Series 2018A Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2018A Bonds. At the written direction of an Authorized Officer, or six months after the date of issuance of the Series 2018B Bonds, any amounts deposited in the Series 2018A Costs of Issuance Account which are not needed to pay such costs shall be transferred over and deposited into the Series 2018A Acquisition and Construction Account and used for the purposes permitted therefor.

Section 405. Series 2018A Reserve Account. Amounts on deposit in the Series 2018A Reserve Account shall be used only for the purpose of making payments into the Series 2018A Interest Account and the 2018A Sinking Fund Account to pay Debt Service on the Series 2018A Bonds, when due, without distinction as to Series 2018A Bonds and without privilege or priority of one Series 2018A Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose, except as specified in this

Third Supplemental Indenture. Such Account shall consist only of cash and Series 2018A Investment Obligations.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2018A Reserve Account and transfer any excess therein above to the Series 2018A Reserve Account Requirement for the Series 2018A Bonds caused by investment earnings to the Series 2018A Revenue Account in accordance with Section 407 hereof.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), in the event of a prepayment of Series 2018A Special Assessments in accordance with Section 408 of this Third Supplemental Indenture, the Trustee shall recalculate the Series 2018A Reserve Account Requirement taking into account the amount of Series 2018A Bonds that will be outstanding as a result of such prepayment of Series 2018A Special Assessments, and cause the amount on deposit in the Series 2018A Reserve Account in excess of the Series 2018A Reserve Account Requirement to be transferred to the Series 2018A Prepayment Subaccount to be applied toward the extraordinary redemption of Series 2018A Bonds in accordance with Section 408, as a credit against the Series 2018A Prepayment Principal otherwise required to be made by the owner of such property subject to Series 2018A Special Assessments.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2018A Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2018A Bonds to the Series 2018A Redemption Subaccount, if as a result of the application of Article IX of the Master Indenture, the proceeds received from lands sold subject to the Series 2018A Special Assessments and applied to redeem a portion of the Series 2018A Bonds is less than the principal amount of Series 2018A Bonds indebtedness attributable to such lands.

Section 406. Amortization Installments.

(a) The Amortization Installments are established for the Series 2018A Bonds shall be as set forth in the forms of Bonds attached hereto.

(b) Upon any redemption of Series 2018A Bonds (other than Series 2018A Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2018A Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding Series 2018A Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2018A Bonds.

Section 407. Establishment of Series 2018A Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.

(a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2018A Revenue Account into which the Trustee shall deposit any and all amounts

required to be deposited therein by this Section 407 or by any other provision of the Master Indenture or this Third Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The 2018A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall deposit into Series 2018A Revenue Account the amounts other than Series 2018A Assessment Revenues required to be deposited therein in accordance with the provisions of this Supplemental Indenture. In addition, the District shall deposit Series 2018A Assessment Revenues with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such Series 2018A Assessment Revenues in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Series 2018A Assessment Principal, which shall be deposited into the Series 2018A Sinking Fund Account;

(ii) Series 2018A Prepayment Principal, which shall be deposited into the Series 2018A Prepayment Subaccount in the Redemption Account;

(iii) Series 2018A Delinquent Assessment Principal, which shall first be applied to restore the amount of any withdrawal from the 2018A Reserve Account to pay the principal of Series 2018A Bonds, and, the balance, if any, shall be deposited into the Series 2018A Sinking Fund Account;

(iv) Series 2018A Delinquent Assessment Interest, which shall first be applied to restore the amount of any withdrawal from the Series 2018A Reserve Account to pay the interest on Series 2018A Bonds, and, the balance, if any, deposited into the Series 2018A Revenue Account; and

(v) all other Series 2018A Assessment Revenues, which shall be deposited into the Series 2018A Revenue Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2018A Prepayment Subaccount, and, if the balance therein is greater than zero, shall transfer from the Series 2018A Revenue Account for deposit into such Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the corresponding Series of the Series 2018A Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Subaccount in accordance with the provisions for extraordinary redemption of such Series of the Series 2018A Bonds set forth in the respective form of Series 2018A Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May for November 1), the Trustee shall first transfer

from the Series 2018A Capitalized Interest Account to the Series 2018A Interest Account the lesser of (x) the amount of interest coming due on the Series 2018A Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2018A Capitalized Interest Account. The Trustee shall then transfer amounts on deposit in the Series 2018A Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2018A Revenue Account to the Series 2018A Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2018A Bonds then Outstanding on such May 1 or November 1 less any amount transferred from the Series 2018A Capitalized Interest Account in accordance with Section 403(d) hereof and less any other amount already on deposit in the Series 2018A Interest Account not previously credited;

SECOND, to the Series 2018A Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2018A Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2018A Sinking Fund Account not previously credited;

THIRD, to the Series 2018A Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A Reserve Account Requirement with respect to the Series 2018A Bonds; and

FOURTH, the balance shall be retained in the Series 2018A Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

(e) On any date required by the Arbitrage and Tax Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the Series 2018A Revenue Account to the Rebate Account established for the Series 2018A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage and Tax Certificate.

(f) On each November 2, the balance on deposit in the Series 2018A Revenue Account shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2018 Reserve Account in the Series 2018A Debt Service Reserve Fund shall be equal to the Series 2018A Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2018A Bonds, including the payment of Trustee's fees and expenses then due.

(g) Anything herein or in the Master Indenture to the contrary notwithstanding, earnings on investments in all of the Funds and Accounts held as security for the Series 2018A

Bonds shall be invested only in Series 2018A Investment Obligations, and further, earnings on the Series 2018A Acquisition and Construction Account and the subaccounts therein, the Series 2018A Interest Account, the Series 2018A Sinking Fund Account, the Series 2018A Redemption Account, and the Series 2018A Capitalized Interest Account shall be retained, as realized, in such Accounts or Subaccounts and used for the purpose of such Account or Subaccount.

Earnings on investments in the Series 2018A Reserve Account shall be disposed of as follows:

(i) if as of the last date on which amounts on deposit in the Series 2018A Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2018A Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A Reserve Account shall be deposited into the Series 2018A Reserve Account until the amount on deposit therein is equal to the Series 2018A Reserve Account Requirement, and then earnings on the Series 2018A Reserve Account shall be deposited into the Series 2018A Capitalized Interest Account through November 1, 2019, and thereafter into the Series 2018A Acquisition and Construction Account and applied as provided for moneys on deposit therein.

Section 408. Prepayments; Removal of Series 2018A Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2018A Special Assessments may, at its option, or as a result of acceleration of the Series 2018A Special Assessments because of non-payment thereof, shall, or by operation of law, require the District to reduce or release and extinguish, as applicable, the lien upon its property by virtue of the levy of the Series 2018A Special Assessments by paying or causing there to be paid, to the District all or a portion of the Series 2018A Special Assessment, which shall constitute Series 2018A Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least 45 days after such prepayment, if such Prepayment is made within 45 calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Series 2018A Special Assessments owned by such owner.

(b) Upon receipt of Series 2018A Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the District shall immediately pay the amount so received to the Trustee, and the District shall take such action as is necessary to record in the official improvement lien book of the District that the Series 2018A Special Assessment has been paid in whole or in part and that such Series 2018A Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms

and conditions set forth in the Master Indenture, as amended and supplemented by the Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Except as otherwise expressly stated in this Third Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Articles VI and IX thereof.

ARTICLE VI ADDITIONAL BONDS

Section 601. No Parity Bonds. The District covenants not to issue any other Bonds or other debt obligations secured by the Series 2018A Special Assessments levied against the assessable lands within the District. Such covenant shall not prohibit the District from issuing refunding Bonds. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within the Series 2018A Assessment Area for any capital project until the Series 2018A Special Assessments are Substantially Absorbed, except for the simultaneous issuance of the District's Capital Improvement Revenue Bonds, Series 2018B. The District shall present the Trustee with a certification that the Series 2018A Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2018A Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the relevant assessments have not been Substantially Absorbed. Nothing herein shall restrict the District from issuing additional bonds or other debt obligations for District lands outside of the Series 2018A Assessment Area, provided that such additional bonds or other debt obligations are not secured by assessments on lands within the Series 2018A Assessment Area. Provided, nothing herein shall prohibit the District from issuing additional Bonds or other debt obligations secured by assessments on assessable lands within the Series 2018A Assessment Area for the purpose of funding additional capital improvements, prior to Substantial Absorption, with the prior written consent of the Majority Owners of the Outstanding Series 2018A Bonds.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Third Supplemental Indenture and to the Series 2018A Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

Section 703. Additional Covenant Regarding Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A Special Assessments, including the Third Supplemental Special Assessment Methodology Report For Capital Improvement Revenue Bonds, Series 2018 (Phase III Project) Preliminary Report, dated as of October 16, 2018, as supplemented, prepared by Governmental Management Service, LLC (the "Phase III Methodology Report"), and to levy the Series 2018A Special Assessments and required true up payments set forth in the Phase III Methodology Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A Bonds, when due.

Section 704. Collection of Assessments. Pursuant to the terms and provisions of the Master Indenture, the District shall collect the Series 2018A Special Assessments relating to the acquisition and construction of the Phase III Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the District shall, pursuant to the provisions of the 2018 Assessment Resolution, directly collect the Series 2018A Special Assessments levied in lieu of the Uniform Method with respect to any lands within Phase III that have not been platted. In addition, and not in limitation of, the covenants contained elsewhere in this Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A Special Assessments, and to levy the Series 2018A Special Assessments in such manner as will generate funds sufficient to pay Debt Service on the Series 2018A Bonds when due.

Section 705. Acknowledgement Regarding Acquisition and Construction Moneys Following an Event of Default. In accordance with the provisions of Master Indenture and this Supplemental Indenture, upon the occurrence of an Event of Default with respect to the Series 2018A Bonds, the Series 2018A Bonds are payable solely from the Series 2018A Trust Estate and any other moneys held by the Trustee under the Master Indenture and this Supplemental Indenture for such purpose. Anything in the Master Indenture and this Supplemental Indenture to the contrary notwithstanding, the District hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2018A Bonds, (i) the Series 2018A Trust Estate includes, without limitation, all amounts on deposit in the Series 2018A Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2018A Trust Estate may not be used by the District (whether to pay costs of either the Phase III Project or otherwise) without the consent of the Majority Owners and (iii) the Series 2018A Trust Estate may be used by the Trustee, at the direction or with the approval of the Trustee at the direction of or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture and this Supplemental Indenture.

Section 706. Additional Events of Default. Section 902 of the Master Indenture is hereby amended by adding the following paragraphs to such Section as additional Events of Default with respect to the Series 2018A Bonds:

"(j) if at any time the amount in the Series 2018A Reserve Account is less than the Series 2018A Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2018A Bonds and such amount has not been restored within ninety (90) days of such withdrawal; or

(k) any portion of the Series 2018A Special Assessments shall have become delinquent, as described in Section 812 of the Master Indenture, and after realization of proceeds from the sale of tax certificates and tax deeds pursuant to Section 813 of the Master Indenture, and the terms of the Indenture require the Trustee to withdraw funds from the Series 2018A Reserve Account to pay debt service on the Series 2018A Bonds, (regardless of whether the Trustee does or does not, per the direction of the Holders of a majority in aggregate principal amount of the Series 2018A Bonds, actually withdraw such funds from the Series 2018A Reserve Account to pay debt service on the Series 2018A Bonds)."

Section 707. Bankruptcy or Insolvency of a Landowner. For purposes of this Section 707, (i) any Series 2018A Bonds secured by and payable from Series 2018A Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (ii) the Series 2018A Special Assessments levied against any Insolvent Taxpayer's property and pledged under this Third Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments."

The provisions of this Section 707 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The District acknowledges and agrees that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary

interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Section 708. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 709. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses,

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

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IN WITNESS WHEREOF, Amelia Concourse Community Development District has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly elected Vice President.

(SEAL)

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

By: _____
Chairman, Board of Supervisors

Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

EXHIBIT A
Description of Phase III Project

The Phase III Project includes, but is not limited to, the following improvements:

<u>Infrastructure</u>	<u>Phase III</u>
Clearing and Grading	\$1,662,475
Roadway	1,043,400
Stormwater	776,072
Water	520,091
Sewer	808,597
Electrical	114,365
Landscaping, Entry Monuments & Signs	145,000
Engineering/Permitting	90,000
TOTAL:	\$5,160,000

Source: Amelia Concourse Community Subdivision Phase III Engineers Report dated November 5, 2018, prepared by McCranie & Associates, Inc.

EXHIBIT B

Amelia Concourse CDD Preliminary Assessment Roll-Assessment Area III (NEED CHART FROM ASSESSMENT METHODOLOGY)

EXHIBIT C

FORM OF SERIES 2018A BONDS

[TEXT OF SERIES 2018A BOND FACE]

No. R-1

\$[_____]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2018A**

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	May 1, 20[____]	December __, 2018	[_____]

Registered Owner: CEDE & CO.

Principal Amount:

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter denied), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and

not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Jacksonville, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"). Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2018A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Capital Improvement Revenue Bonds, Series 2018A" in the aggregate principal amount of \$[] (the "Series 2018A Bonds") (the "Series 2018A Bonds," together with any other Bonds issued under and governed by the terms of, the Master Indenture, are hereinafter collectively referred to as the "Bonds"), under a Master Trust Indenture, dated as of July 1, 2007 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Jacksonville, Florida, as trustee (the "Trustee"), as amended and supplemented by a Third Supplemental Indenture, dated as of December 1, 2018 (the "Third Supplemental Indenture"), between the District and the Trustee, (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). The Series 2018A Bonds are being issued to provide funds to: (i) finance a portion of the Costs of acquiring, constructing and equipping assessable improvements comprising the Phase III Project; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds; (iii) pay a portion of the interest coming due on the Series 2018A Bonds; and (iv) make a deposit to the Series 2018A Reserve Account for the benefit of all of the Series 2018A Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2018A BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2018A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2018A BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018A PLEDGED REVENUES AND THE SERIES 2018A PLEDGED FUNDS PLEDGED TO THE

SERIES 2018A BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

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IN WITNESS WHEREOF, Amelia Concourse Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

(SEAL)

**AMELIA CONCOURSE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairman, Board of Supervisors

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION FOR SERIES 2018A BONDS

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication: _____

By: _____
Authorized Signatory

[TEXT OF 2018A BOND]

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Series 2018A Special Assessments (as defined in the Indenture), the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2018A Bonds are equally and ratably secured by the 2018A Trust Estate, without preference or priority of one Series 2018A Bond over another.

The Series 2018A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2018A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Jacksonville, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee At the corporate trust office of the Bond Registrar in Jacksonville, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

Optional Redemption. The Series 2018A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part at any time on or after **[May 1, 2031]** (less than all Series 2018A Bonds to be selected by lot) at the Redemption Price of par together with accrued interest to the date of redemption.

Mandatory Redemption. The Series 2018A Bonds are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
	\$		\$

*

* Final Maturity

As more particularly set forth in the Master Indenture and Supplemental Indenture, any Series 2018A Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2018A Bonds.

Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2018A Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2018A Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption. The Series 2018A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(i) on or after the Date of Completion of the Phase III Project (as such terms are defined in the Indenture), by application of moneys transferred from the Series 2018A Acquisition and Construction Account to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account in accordance with the terms of the Indenture; or

(ii) from Prepayments of Series 2018A Special Assessments (as defined in the Indenture) deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account.

If less than all of the Series 2018A Bonds of a Series shall be called for redemption, the particular Series 2018A Bonds or portions of Series 2018A Bonds of a Series to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2018A Bonds shall be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2018A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, in accordance with Article III of the Master Indenture, the Series 2018A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2018A Bonds or such portions thereof on such date, interest on such Series 2018A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2018A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2018A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for six (6) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities (as defined in the Indenture) sufficient to pay the principal or redemption price of any

Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2018A Bonds as to the Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Nassau County, Florida, rendered on April 30, 2007.

(SEAL)

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman, Board of Supervisors

Attest:

By: _____
Secretary, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2018A BONDS]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common TEN ENT as tenants by the entireties

JU TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under
Uniform Transfer to Minors Act _____ (Cult.) (Minor) (State) _____

Additional abbreviations may also be used

though not in the above list.

[FORM OF ASSIGNMENT FOR SERIES 2018A BONDS]

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

2.

FOURTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

**AMELIA CONCOURSE
COMMUNITY DEVELOPMENT DISTRICT**

AND

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

Dated as of December 1, 2018

Authorizing and Securing

**\$[_____]
AMELIA CONCOURSE
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018B**

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Fourth Supplemental Trust Indenture.

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FOURTH SUPPLEMENTAL TRUST INDENTURE

This **FOURTH SUPPLEMENTAL TRUST INDENTURE** (the "Fourth Supplemental Indenture") dated as of December 1, 2018, supplements and amends that certain Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture" and together with the Fourth Supplemental Indenture, the "Indenture"), each by and between **AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT** (the "District" or "Issuer") and **U.S. BANK NATIONAL ASSOCIATION**, as Trustee (the "Trustee"), a national banking association organized and existing under the laws of the United States of America, and authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office and post office address located at 225 E. Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and created pursuant to Ordinance No. 2006-58, enacted by the Board of County Commissioners of Nassau County, Florida (the "County"), on July 10, 2006; and

WHEREAS, pursuant to Resolution No. 2007-13 adopted by the Board of Supervisors of the District (the "Board") on November 9, 2006 (the "Original Bond Resolution") the District authorized the issuance, sale and delivery of not to exceed \$19,700,000 in aggregate principal amount of its Capital Improvement Revenue Bonds (the "Bonds"), under the Master Indenture; and

WHEREAS, the Bonds were validated by final judgment of the Circuit Court of Nassau County, Florida on April 30, 2007; and

WHEREAS, the District is being developed in three separate phases: Phase I, Phase II, and Phase III (collectively, the "Development"); and

WHEREAS, the District previously issued \$7,350,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), under the terms of the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture (the "First Supplemental Indenture") dated as of July 1, 2007, between the District and the Trustee, for the infrastructure purpose of providing funding for the costs of certain capital improvements necessary for the development of Phase I; and

WHEREAS, the Series 2007 Bonds are secured by special assessments (the "Series 2007 Special Assessments") levied on benefitted property within Phase I; and

WHEREAS, the District previously issued \$3,385,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), under the terms of the Master Indenture, as supplemented by that certain Second Supplemental Trust Indenture (the "Second Supplemental Indenture") dated as of June 1, 2016, between the District and the

Trustee, for the infrastructure purpose of providing funding for the costs of certain capital improvements necessary for the development of Phase II; and

WHEREAS, the Series 2016 Bonds are secured by special assessments (the "Series 2016 Special Assessments") levied on benefitted property within Phase II; and

WHEREAS, Phase III of the District contains approximately 78 undeveloped acres and is planned for 172 single-family units; and

WHEREAS, DFH Amelia, LLC (the "Developer") is expected to purchase all of the developable land within Phase III of the District pursuant to a [**Lot Purchase Agreement dated _____**] and plans to develop Phase III into 172 single-family units; and

WHEREAS, on October 23, 2018, the Board adopted Resolution No. 2019-02, providing for (i) the acquisition and construction of the capital improvements described in the Amelia Concourse Subdivision Phase III Engineers Report (the "Phase III Engineer's Report") dated November 5, 2018, prepared by McCraine & Associates, Inc. (the "District Engineer"), providing the estimated costs of certain capital improvements necessary for the development of Phase III (the "Phase III Project"), and (ii) the special assessments that will be imposed and the manner in which such special assessments shall be levied against the benefitted property within Phase III (the "Phase III Special Assessments") for the purpose of allotting the costs of the Phase III Project as set forth in the Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project), Preliminary Report dated October 16, 2018 (the "Phase III Assessment Methodology"), prepared by Government Management Services, LLC (the "Methodology Consultant"); and

WHEREAS, the Board duly adopted Resolution No. 2019-[___], on November 27, 2018, following a public hearing conducted in accordance with the Act, to fix and establish the Phase III Special Assessments and the benefitted property; and

WHEREAS, the District has determined that it is necessary and desirable at this time to proceed with the acquisition, construction, installation and equipping of components of the Phase III Project; and

WHEREAS, the District has determined that it would be in the best interest of the landowners of the District for the District to issue its Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds") for the primary purpose of providing funds to pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; and

WHEREAS, the Board of the District adopted Resolution No. 2019-__ on November 27, 2018 (the "Delegation Resolution") authorizing the issuance of the Series 2018 Bonds, and approving inter alia the form of this Fourth Supplemental Indenture; and

WHEREAS, the District will apply the proceeds of the Series 2018B Bonds to: (i) to fund a portion of the costs of acquiring, constructing and equipping assessable improvements comprising the Phase III Project; (ii) pay certain costs associated with the issuance of the Series 2018B Bonds; (iii) pay a portion of the interest coming due on the Series 2018B Bonds; and (iv) make a deposit into the related Series 2018B Reserve Account (as herein defined) for the benefit of the Series 2018B Bonds; and

WHEREAS, the Series 2018B Bonds will be payable from and secured by the Series 2018B Pledged Revenues, which primarily consist of the short-term Phase III Special Assessments (the "Series 2018B Special Assessments") imposed, levied and collected by the District with respect to all assessable property within Phase III specially benefitted by the Phase III Project, which together with the Series 2018B Pledged Funds and Accounts will comprise the Series 2018B Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2018B Bonds and of this Fourth Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Series 2018 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Fourth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2018 Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2018 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2018 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Fourth Supplemental Indenture and in the Series 2018 Bonds: (i) has executed and delivered this Fourth Supplemental Indenture and (ii) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues derived by the District from the Series 2018B Special Assessments (the "Series 2018B Pledged Revenues") and the Funds and Accounts (except for the Series 2018B Rebate Account) established hereby (the "Series 2018B Pledged Funds and Accounts") which shall comprise a part of the Trust Estate securing the Series 2018B Bonds (the "Series 2018B Trust Estate");

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2018B Bonds issued or to be issued under and secured by this Fourth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2018B Bond over any other Series 2018B Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2018B Bonds or any Series 2018B Bond of a particular maturity issued, secured and Outstanding under this Fourth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2018B Bonds and this Fourth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fourth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Fourth Supplemental Indenture, then upon such final payments, this Fourth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2018B Bonds or any Series 2018B Bond of a particular maturity, otherwise this Fourth Supplemental Indenture shall remain in full force and effect;

THIS FOURTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2018B Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Fourth Supplemental Indenture), including this Fourth Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2018B Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition and Completion Agreement" shall mean the Acquisition and Completion Agreement, dated as of the date of closing on the Series 2018 Bonds, between the District and the Developer.

"Arbitrage and Tax Certificate" shall mean the Arbitrage and Tax Certificate executed and delivered by the District in connection with the issuance of the Series 2018B Bonds.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"Collateral Assignment" shall mean that certain instrument executed by the Developer in favor of the District whereby all of the material documents necessary to complete the development planned by the Developer are collaterally assigned as security for the Developer's obligation to pay the Series 2018B Special Assessments imposed against lands within Phase III owned by the Developer from time to time.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of Amelia Concourse Community Development District and to Imposition of Special Assessments dated [December __, 2018] delivered by the Developer.

"Delinquent Assessment Interest" shall mean Series 2018B Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Assessment Interest has, or would have, become delinquent under State law applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2018B Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2018B Assessment Principal has, or would have, become delinquent under State law applicable thereto.

"Developer" means DFH Amelia, LLC, a Florida limited liability company.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean the Master Indenture as supplemented by this Fourth Supplemental Indenture.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2019.

"Majority Owners" shall mean the Owners of at least 51% in aggregate principal amount of the Outstanding Series 2018B Bonds.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Phase III" shall mean the approximately 78 gross acres planned for 172 single family homes located within the District and presently owned by the Developer.

"Phase III Engineer's Report" shall mean Amelia Concourse Subdivision Phase III Engineers Report dated November 5, 2018, prepared by McCraine & Associates, Inc.

"Phase III Methodology Report" shall mean the Amelia Concourse Community Development District Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project) Preliminary Report dated October 16, 2018, prepared by Governmental Management Services, LLC.

"Phase III Project" shall mean the acquisition, construction, and installation of certain public infrastructure as described in the Phase III Engineer's Report.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1.

"Redemption Date" shall mean, in the event that the Series 2018 Bonds are to be redeemed in part, each Quarterly Redemption Date, or, in the event that the Series 2018 Bonds are to be redeemed in full, any date.

"Series 2018B Assessment Area" shall mean the benefitted, and assessable property within Phase III of the District described in Exhibit B attached hereto, that are subject to and encumbered by the lien of the Series 2018B Special Assessments.

"Series 2018B Assessment Interest" shall mean the interest on the Series 2018 Special Assessments which is pledged to the Series 2018 Bonds.

"Series 2018B Assessment Principal" shall mean the principal amount of Series 2018 Special Assessments, other than applicable Delinquent Assessment Principal and 2018 Prepayment Principal.

"Series 2018B Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2018 Special Assessments, including, but not limited to Resolutions No. 2019-02, 2019-03, and 2019-__, adopted by the

Board on October 23, 2018, October 23, 2018 and November 27, 2018, and any supplemental proceedings undertaken by the District with respect to the Series 2018B Special Assessments.

"Series 2018B Assessment Revenues" shall mean all revenues derived by the District from the Series 2018 Special Assessments.

"Series 2018B Bonds" shall mean the \$[_____] in aggregate principal amount of the Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B.

"Series 2018B Investment Obligations" shall mean and include any of the following securities with respect to the investment of moneys under this Fourth Supplemental Indenture, if and to the extent that such securities are legal investments for funds of the Issuer:

- (i) Government Obligations;
- (ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation;
- (iii) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P;
- (iv) commercial paper rated in the top two rating categories by both Moody's and S&P at the time of purchase;
- (v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;
- (vi) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for money market funds by both Moody's and S&P, including those shares offered or sponsored by the Trustee Bank, and (B) shares of money market mutual funds, including those funds offered or sponsored by the Trustee Bank, that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P;

(vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by a third party acting solely as agent for the Issuer with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the Issuer and the provider shall at its option, within ten Business Days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider must immediately notify the Trustee and the Issuer and must at the direction by the Issuer to the Trustee, within ten Business Days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all Collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten Business Days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall withdraw the entire amount invested plus accrued interest within two (2) Business Days after the Trustee knows such conditions apply. Any repurchase agreement entered into pursuant to this Fourth Supplemental Indenture shall contain the following additional provisions:

- 1) Failure to maintain the requisite collateral percentage will require the District or the Trustee to liquidate the collateral as provided above;
- 2) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);
- 3) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Trustee and the Issuer shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- 4) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("**FIRREA**") and such bank is subject to FIRREA;
- 5) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the District and the Trustee of any change in its long-term debt rating;

6) The Issuer or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

7) The Issuer and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the Issuer and the Trustee and shall be in form and substance satisfactory to the Issuer and the Trustee) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

8) The term of the repurchase agreement shall be no longer than ten years;

9) The interest with respect to the repurchase transaction shall be payable at the times and in the amounts necessary in order to make funds available when required under this Fourth Supplemental Trust Indenture;

10) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Fourth Supplemental Indenture;

11) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the beneficial owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the beneficial owners; and

12) The collateral delivered or transferred to the Issuer, the Trustee, or a third party acceptable to, and acting solely as agent for, the Trustee (the "***Holder of the Collateral***") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the Majority Owners and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the beneficial owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(viii) investment agreements with a bank, insurance company or other financial institution, or the subsidiary of a bank, insurance company or other financial institution if the parent guarantees the investment agreement, which bank, insurance company, financial institution or parent has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated in the two highest short-term rating categories by Moody's or S&P (if the term of such agreement does not exceed 365 days), or has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated by Aa2 or better by Moody's and AA or better by S&P or Fitch, respectively (if the term of such agreement is more than 365 days) or is the lead bank of

a parent bank holding company with an uninsured, unsecured and unguaranteed obligation of the aforesaid ratings, provided:

- 1) interest is paid on any date interest is due on the Series 2018B Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;
- 2) moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two Business Days' notice unless otherwise specified in a Supplemental Indenture;
- 3) the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and
- 4) the Issuer and the Trustee receive an opinion of counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

In the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Issuer and the Trustee within five Business Days of such downgrade event and the provider shall at its option, within ten Business Days after notice is given to the Issuer and the Trustee take any one of the following actions:

- A) collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach, or
- B) assign the agreement to another provider, as long as the minimum rating criteria of "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or
- C) have the agreement guaranteed by a provider which results in a minimum rating criteria of an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or
- D) repay all amounts due and owing under the agreement.

In the event the provider has not satisfied any one of the above conditions within three (3) days of the date such conditions apply, then the agreement shall provide that the Trustee shall be entitled to withdraw the entire amount invested plus accrued interest without penalty or premium.

(ix) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated A- or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch or AA- or better by either S&P, Moody's or Fitch;

(x) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation);

(xi) in addition to the deposits described in (iii) of the definition of "Investment Obligations," negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution, including the Trustee Bank, subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation ("**FDIC**") (including the FDIC's Savings Association Insurance Fund); and

(xii) other investments permitted by Florida law and directed by the Issuer.

A certificate of an Authorized Officer directing any investment enumerated above shall constitute a representation by the Issuer that such investment is permitted under this Fourth Supplemental Indenture, upon which the Trustee is conclusively entitled to rely.

"Series 2018B Pledged Funds and Accounts" shall mean the Funds and Accounts established and held under this Fourth Supplemental Indenture for the benefit of the Series 2018B Bonds (except for the Series 2018B Rebate Account).

"Series 2018B Pledged Revenues" shall mean the revenues derived by the District from the levy and imposition of the Series 2018B Special Assessments.

"Series 2018B Prepayment Principal" shall mean the excess amount of Series 2018B Assessment Principal received by the District over the Series 2018B Special Assessment Principal included within an Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2018B Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2018B Reserve Account" shall mean the Account so designated, established as a separate Account within the Reserve Fund pursuant to [Section 4.01(c)] of this Fourth Supplemental Trust Indenture.

"Series 2018B Reserve Account Requirement" or **"Reserve Requirement"** shall initially mean an amount calculated from time to time as the amount equal to fifty percent (50%) of the annual interest coming due on the Series 2018B Bonds. The Series 2018B Reserve Account Requirement shall be recalculated in connection with each extraordinary mandatory redemption of the Series 2018B Bonds as described in Section 301(a) hereof and such excess amount shall be released from the Series 2018B Reserve Account and transferred to the Series 2018B Prepayment Subaccount in accordance with the provisions of Sections 301(a), 405 and 408 hereof. Amounts on deposit in the Series 2018B Reserve Account may, upon final maturity or redemption of all Outstanding Series 2018B Bonds be used to pay principal of and interest on the Series 2018B Bonds at that time. Initially, the Series 2018B Reserve Requirement shall be equal to \$[_____].

"Series 2018B Special Assessments" shall mean the short-term special assessments levied and imposed on assessable property within Phase III that benefit from the Phase III Project.

"Series 2018B Trust Estate" shall mean collectively the Series 2018B Pledged Revenues and the Series 2018B Pledged Funds and Accounts.

"Substantially Absorbed" shall mean when 90% of the principal portion of the Series 2018B Special Assessments have been assigned to residential units within Phase III that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2018B Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2018B Special Assessments are Substantially Absorbed.

"True-Up Agreement" shall mean the True-Up Agreement between the Developer and the District, dated as of [December __, 2018].

"Uniform Method of Collection" shall mean the uniform method for the levy, collection and enforcement of the Series 2018A Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2018B BONDS

Section 201. Authorization of Series 2018B Bonds; Book-Entry Only Form. The Series 2018B Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[_____] for the purposes enumerated in the recitals hereto to be designated "Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B." The Series 2018B Bonds shall be substantially in the form set forth as Exhibit C to this Fourth Supplemental Indenture. Each Series 2018B Bond shall bear the designation "R-1" and shall be numbered upwards.

The Series 2018B Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2018B Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2018B Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2018B Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2018B Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2018B Bonds, (ii) the

delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2018B Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2018B Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2018B Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2018B Bond for the purpose of payment of principal, premium and interest with respect to such Series 2018B Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2018B Bond, for the purpose of registering transfers with respect to such Series 2018B Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2018B Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2018B Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2018B Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Fourth Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2018B Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the beneficial owners of the Series 2018B Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2018B Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2018B Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2018B Bonds shall be Term Bonds, shall be issued in one Series, shall bear interest at the fixed interest rate per annum and shall mature in the amount and on the date set forth below:

Series	Principal Amount	Maturity Date	Interest Rate	CUSIP
2018B	\$ _____	May 1, 20__	[_____]%	

Each Series 2018B Bond shall be dated as of their date of delivery. Each Series 2018B Bond also shall bear its date of authentication. Each Series 2018B Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2018B Bond has been paid, in which event such Series 2018B Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2018B Bonds, in which event, such Series 2018B Bond shall bear interest from its date. Interest on the Series 2018B Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2019, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Denominations. The Series 2018B Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2018B Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

Section 204. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2018B Bonds.

Section 205. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2018B Bonds.

Section 206. Conditions Precedent to Issuance of Series 2018B Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018B Bonds, all the Series 2018B Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2018 Assessment Proceedings;
- (b) Executed copies of the Master Indenture and this Fourth Supplemental Indenture;
- (c) A Bond Counsel opinion to the effect that: (i) the District has the right and power under the Act, as amended to the date of such opinion, to authorize, execute and deliver the Master Indenture and this Fourth Supplemental Indenture, and the Master Indenture and this Fourth Supplemental Indenture have been duly and lawfully authorized, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their respective terms; (ii) the Master Indenture, as amended and supplemented by this Fourth Supplemental Indenture, creates the valid pledge which it purports to create of the Series 2018B Trust Estate in the manner and to the extent provided in the Master Indenture and this Fourth Supplemental Indenture; and (iii) the Series 2018B Bonds are valid, binding, special obligations of the District, enforceable in accordance with their terms and the terms of the Master Indenture and this Fourth Supplemental Indenture, subject to bankruptcy,

insolvency or other laws affecting the rights of creditors generally and entitled to the benefits of the Act as amended to the date of such opinion, and the Series 2018B Bonds have been duly and validly authorized and issued in accordance with law and the Master Indenture and this Fourth Supplemental Indenture;

- (d) The District Counsel opinion required by the Master Indenture;
- (e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2018B Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Fourth Supplemental Indenture;
- (f) An Engineer's Certificate which set forth the estimated costs of the Phase III Project;
- (g) A certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal;
- (h) Executed copies of the Arbitrage and Tax Certificate, the True-Up Agreement, the Declaration of Consent, the Collateral Assignment and the Acquisition and Completion Agreement; and
- (i) Payment to the Trustee of \$_____, being the net proceeds of from the original issuance of the Series 2018B Bonds, shall be conclusive evidence that the foregoing conditions have been met to the satisfaction of the Issuer and the Underwriter.

ARTICLE III REDEMPTION OF SERIES 2018B BONDS

Section 301. Bonds Subject to Redemption. The Series 2018B Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit C to this Fourth Supplemental Indenture. Interest on Series 2018B Bonds which are called for redemption shall be paid on the Redemption Date from the Series 2018B Interest Account corresponding to the Series 2018B Bonds to be called or from the Series 2018B Revenue Account to the extent monies in the corresponding Series 2018B Interest Account are insufficient for such purpose.

- (a) *Optional Redemption.* The Series 2018B Bonds are **not** subject to optional redemption.
- (b) *Mandatory Redemption.* The Series 2018B Bonds are **not** subject to mandatory redemption.
- (c) *Extraordinary Mandatory Redemption.* The Series 2018B Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(i) on or after the Date of Completion of the Phase III Project, by application of moneys transferred from the Series 2018B Acquisition and Construction Account to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account in accordance with the terms of the Indenture; or

(ii) from Prepayments of Series 2018B Special Assessments deposited into the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account; or

(iii) from amounts transferred to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account resulting from a reduction in the Series 2018B Reserve Account Requirement as provided for in the Indenture, and, on the date on which the amount on deposit in the Series 2018B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018B Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2018B Bonds of a Series shall be called for redemption, the particular Series 2018B Bonds or portions of Series 2018B Bonds of a Series to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Section 302. Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2018B Acquisition and Construction Fund which are to be deposited into a Series 2018B Prepayment Subaccount in the Series 2018B Redemption Account in accordance with Section 403 hereof shall be deposited into the Series 2018B Prepayment Account in the Series 2018B Redemption Account and applied to the extraordinary mandatory redemption of Series 2018B Bonds.

Section 303. Notice of Redemption. Notice of each redemption of Series 2018B Bonds shall be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2018B Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, in accordance with Article III of the Master Indenture, the Series 2018B Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2018B Bonds or such portions thereof on such date, interest on such Series 2018B Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018B Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2018B Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

ARTICLE IV
DEPOSIT OF SERIES 2018B BOND PROCEEDS AND APPLICATION
THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION
THEREOF

Section 401. Establishment of Accounts. There are hereby established, the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a Series 2018B Acquisition and Construction Account; and
- (ii) a Series 2018B Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2018B Debt Service Account and therein a Series 2018B Principal Account, a Series 2018B Interest Account and a Series 2018B Capitalized Interest Account; and (ii) a Series 2018B Redemption Account, and therein a Series 2018B Prepayment Subaccount and a Series 2018B Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2018B Reserve Account, which shall be held for the benefit of all of the Series 2018B Bonds, without distinction and without privilege or priority of one Series 2018B Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2018B Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2018B Rebate Account.

Section 402. Use of Series 2018B Bond Proceeds. The net proceeds of sale of the Series 2018B Bonds, \$[_____], (comprised of a par amount of \$[_____], less an underwriter's discount in the amount of \$[_____]) shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[_____], representing the Series 2018B Reserve Account Requirement shall be deposited to the credit of the Series 2018B Reserve Account;

(b) \$[_____], representing the costs of issuance relating to the Series 2018B Bonds shall be deposited to the credit of the 2018B Costs of Issuance Account;

(c) \$[_____], representing capitalized interest on the Series 2018B Bonds through [November 1, 2019] shall be deposited to the credit of the Series 2018B Capitalized Interest Account; and

(d) \$[] shall be deposited to the credit of the Series 2018B Acquisition and Construction Account and applied to the Costs of the Phase III Project as provided in Section 403 hereof.

Section 403. Series 2018 Acquisition and Construction Account and Series 2018B Capitalized Interest Account.

(a) Amounts on deposit in the in the Series 2018B Acquisition and Construction Account shall be applied to pay the Costs of the Phase III Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture. After the Date of Completion of the Phase III Project any amounts remaining in the Series 2018B Acquisition and Construction Account, shall be applied in accordance with Sections 301 and 302 hereof to the extraordinary mandatory redemption of Series 2018B Bonds.

(b) Amounts on deposit in the Series 2018B Capitalized Interest Account shall, on each interest Payment Date commencing May 1, 2019 through and including November 1, 2019, be transferred into the Series 2018B Interest Account and applied to the payment of interest first coming due on the Series 2018B Bonds, and thereafter transferred into the Series 2018B Acquisition and Construction Account.

Section 404. Series 2018B Costs of Issuance Account. The amount deposited in the Series 2018B Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2018B Bonds. At the written direction of an Authorized Officer, or six months after the date of issuance of the Series 2018B Bonds, any amounts deposited in the Series 2018B Costs of Issuance Account which are not needed to pay such costs shall be transferred over and deposited into the Series 2018B Acquisition and Construction Account and used for the purposes permitted therefor.

Section 405. Series 2018B Reserve Account. Amounts on deposit in the Series 2018B Reserve Account shall be used only for the purpose of making payments into the Series 2018B Interest Account and the 2018B Sinking Fund Account to pay Debt Service on the Series 2018B Bonds, when due, without distinction as to Series 2018B Bonds and without privilege or priority of one Series 2018B Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose, except as specified in this Fourth Supplemental Indenture. Such Account shall consist only of cash and Series 2018B Investment Obligations.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2018B Reserve Account and transfer any excess therein above to the Series 2018B Reserve Account Requirement for the Series 2018B Bonds caused by investment earnings to the Series 2018B Revenue Account in accordance with Section 407 hereof.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), in accordance with Section 408 of this Fourth Supplemental Indenture, the Trustee, subject however to Section 408(a) of this Fourth Supplemental Indenture, shall recalculate the Series

2018B Reserve Account Requirement taking into account the amount of Series 2018B Bonds that will be outstanding as result of such prepayment of Series 2018B Special Assessments, and cause the amount on deposit in the Series 2018B Reserve Account in excess of the Series 2018B Reserve Account Requirement to be transferred to the Series 2018B Prepayment Subaccount to be applied toward the extraordinary redemption of Series 2018B Bonds in accordance with Section 408, as a credit against the Series 2018B Prepayment Principal otherwise required to be made by the owner of such property subject to Series 2018B Special Assessments.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2018B Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2018B Bonds to the Series 2018B Redemption Subaccount, if as a result of the application of Article IX of the Master Indenture, the proceeds received from lands sold subject to the Series 2018B Special Assessments and applied to redeem a portion of the Series 2018B Bonds is less than the principal amount of Series 2018B Bonds indebtedness attributable to such lands.

Section 406. Reserved.

Section 407. Establishment of Series 2018B Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.

(a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2018B Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 407 or by any other provision of the Master Indenture or this Fourth Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The 2018B Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall deposit into Series 2018B Revenue Account the amounts other than Series 2018B Assessment Revenues required to be deposited therein in accordance with the provisions of this Supplemental Indenture. In addition, the District shall deposit Series 2018B Assessment Revenues with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such Series 2018B Assessment Revenues in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Series 2018B Assessment Principal, which shall be deposited into the Series 2018B Principal Account;

(ii) Series 2018B Prepayment Principal, which shall be deposited into the Series 2018B Prepayment Subaccount in the Redemption Account;

(iii) Series 2018B Delinquent Assessment Principal, which shall first be applied to restore the amount of any withdrawal from the 2018B Reserve Account to pay the principal of Series 2018B Bonds, and, the balance, if any, shall be deposited into the Series 2018B Principal Account;

(iv) Series 2018B Delinquent Assessment Interest, which shall first be applied to restore the amount of any withdrawal from the Series 2018B Reserve Account to pay the interest on Series 2018B Bonds, and, the balance, if any, deposited into the Series 2018B Revenue Account; and

(v) all other Series 2018B Assessment Revenues, which shall be deposited into the Series 2018B Revenue Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2018B Prepayment Subaccount, and, if the balance therein is greater than zero, shall transfer from the Series 2018B Revenue Account for deposit into such Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the corresponding Series of the Series 2018B Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Subaccount in accordance with the provisions for extraordinary redemption of such Series of the Series 2018B Bonds set forth in the respective form of Series 2018B Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May for November 1), the Trustee shall first transfer from the Series 2018B Capitalized Interest Account to the Series 2018B Interest Account the lesser of (x) the amount of interest coming due on the Series 2018 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2018B Capitalized Interest Account. The Trustee shall then transfer amounts on deposit in the Series 2018B Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2018B Revenue Account to the Series 2018B Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2018B Bonds then Outstanding on such May 1 or November 1 less any amount transferred from the Series 2018B Capitalized Interest Account in accordance with Section 403(d) hereof and less any other amount already on deposit in the Series 2018B Interest Account not previously credited;

SECOND, from the Series 2018B Revenue Account to the Series 2018B Principal Account of the Debt Service Fund, an amount equal to the amount of Outstanding principal due on the Series 2018B Bonds coming due on May 1, 20__, less any amount previously credited to the Series 2018B Principal Account;

THIRD, to the Series 2018B Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018B Reserve Account Requirement with respect to the Series 2018B Bonds; and

FOURTH, the balance shall be retained in the Series 2018B Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

(e) On any date required by the Arbitrage and Tax Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the Series 2018B Revenue Account to the Rebate Account established for the Series 2018B Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage and Tax Certificate.

(f) On each November 2, the balance on deposit in the Series 2018B Revenue Account shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2018B Reserve Account in the Series 2018B Debt Service Reserve Fund shall be equal to the Series 2018B Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2018B Bonds, including the payment of Trustee's fees and expenses then due.

(g) Anything herein or in the Master Indenture to the contrary notwithstanding, earnings on investments in all of the Funds and Accounts held as security for the Series 2018B Bonds shall be invested only in Series 2018B Investment Obligations, and further, earnings on the Series 2018B Acquisition and Construction Account and the subaccounts therein, the Series 2018B Interest Account, the Series 2018B Principal Account, the Series 2018B Redemption Account and the Series 2018B Capitalized Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount.

Earnings on investments in the Series 2018B Reserve Account shall be disposed of as follows:

(i) if as of the last date on which amounts on deposit in the Series 2018B Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2018B Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018B Reserve Account shall be deposited into the Series 2018B Reserve Account until the amount on deposit therein is equal to the Series 2018B Reserve Account Requirement, and then earnings on the Series 2018B Reserve Account shall be deposited into the Series 2018B Capitalized Interest Account through November 1, 2019, and thereafter into the Series 2018B Acquisition and Construction Account and applied as provided for moneys on deposit therein.

Section 408. Prepayments; Removal of Series 2018B Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2018B Special Assessments may, at its option, or as a result of acceleration of the Series 2018B Special

Assessments because of non-payment thereof, shall, or by operation of law, require the District to reduce or release and extinguish, as applicable, the lien upon its property by virtue of the levy of the Series 2018B Special Assessments by paying or causing there to be paid, to the District all or a portion of the Series 2018B Special Assessment, which shall constitute Series 2018B Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least 45 days after such prepayment, if such Prepayment is made within 45 calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Series 2018B Special Assessments owned by such owner. To the extent that such prepayments are to be used to redeem Series 2018B Bonds pursuant to Section 301 hereof, in the event the amount on deposit in the Series 2018B Reserve Account will exceed the Series 2018B Reserve Requirement for the Series 2018B Bonds as a result of a prepayment in accordance with this Section 408(a) and the resulting extraordinary mandatory redemption in accordance with Section 301 of this Fourth Supplemental Indenture of Series 2018B Bonds, the excess amount shall be transferred from the Series 2018B Reserve Account to the Series 2018B Prepayment Subaccount, as a credit against the Series 2018B Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the District together with a certificate of an Authorized Officer of the District stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2018B Reserve Account to equal or exceed the Series 2018B Reserve Requirement.

(b) Upon receipt of Series 2018B Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the District shall immediately pay the amount so received to the Trustee, and the District shall take such action as is necessary to record in the official improvement lien book of the District that the Series 2018B Special Assessment has been paid in whole or in part and that such Series 2018B Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Fourth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture, as amended and supplemented by the Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Fourth Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Except as otherwise expressly stated in this Fourth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Articles VI and IX thereof.

ARTICLE VI ADDITIONAL BONDS

Section 601. No Parity Bonds. The District covenants not to issue any other Bonds or other debt obligations secured by the Series 2018B Special Assessments levied against the assessable lands within the District. Such covenant shall not prohibit the District from issuing refunding Bonds. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within the Series 2018B Assessment Area for any capital project until the Series 2018B Special Assessments are Substantially Absorbed, except for the simultaneous issuance of the District's Capital Improvement Revenue Bonds, Series 2018A. The District shall present the Trustee with a certification that the Series 2018B Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2018B Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the relevant assessments have not been Substantially Absorbed. Nothing herein shall restrict the District from issuing additional bonds or other debt obligations for District lands outside of the Series 2018B Assessment Area, provided that such additional bonds or other debt obligations are not secured by assessments on lands within the Series 2018B Assessment Area. Provided, nothing herein shall prohibit the District from issuing additional Bonds or other debt obligations for the purpose of funding additional capital improvements, prior to Substantial Absorption, with the prior written consent of the Majority Owners of the Outstanding Series 2018B Bonds.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Fourth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Fourth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fourth Supplemental Indenture and to the Series 2018B Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

Section 703. Additional Covenant Regarding Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018B Special Assessments, including the Fourth

Supplemental Special Assessment Methodology Report For Capital Improvement Revenue Bonds, Series 2018 (Phase III Project) Preliminary Report, dated as of October 16, 2018, as supplemented, prepared by Governmental Management Service, LLC (the "Phase III Methodology Report"), and to levy the Series 2018B Special Assessments and required true up payments set forth in the Phase III Methodology Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018B Bonds, when due.

Section 704. Collection of Assessments. Pursuant to the terms and provisions of the Master Indenture, the District shall collect the Series 2018B Special Assessments relating to the acquisition and construction of the Phase III Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the District shall, pursuant to the provisions of the 2018 Assessment Resolution, directly collect the Series 2018B Special Assessments levied in lieu of the Uniform Method with respect to any lands within Phase III that have not been platted. In addition, and not in limitation of, the covenants contained elsewhere in this Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018B Special Assessments, and to levy the Series 2018B Special Assessments in such manner as will generate funds sufficient to pay Debt Service on the Series 2018B Bonds when due.

Section 705. Acknowledgement Regarding Acquisition and Construction Moneys Following an Event of Default. In accordance with the provisions of Master Indenture and this Supplemental Indenture, upon the occurrence of an Event of Default with respect to the Series 2018B Bonds, the Series 2018B Bonds are payable solely from the Series 2018B Trust Estate and any other moneys held by the Trustee under the Master Indenture and this Supplemental Indenture for such purpose. Anything in the Master Indenture and this Supplemental Indenture to the contrary notwithstanding, the District hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2018B Bonds, (i) the Series 2018B Trust Estate includes, without limitation, all amounts on deposit in the Series 2018B Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2018B Trust Estate may not be used by the District (whether to pay costs of either the Phase III Project or otherwise) without the consent of the Majority Owners and (iii) the Series 2018B Trust Estate may be used by the Trustee, at the direction or with the approval of the Trustee at the direction of or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture and this Supplemental Indenture.

Section 706. Additional Events of Default. Section 902 of the Master Indenture is hereby amended by adding the following paragraphs to such Section as additional Events of Default with respect to the Series 2018B Bonds:

"(l) if at any time the amount in the Series 2018B Reserve Account is less than the Series 2018B Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2018B Bonds and such amount has not been restored within ninety (90) days of such withdrawal; or

(m) any portion of the Series 2018B Special Assessments shall have become delinquent, as described in Section 812 of the Master Indenture, and after realization of proceeds from the sale of tax certificates and tax deeds pursuant to Section 813 of the Master Indenture, and the terms of the Indenture require the Trustee to withdraw funds from the Series 2018B Reserve Account to pay debt service on the Series 2018B Bonds, (regardless of whether the Trustee does or does not, per the direction of the Holders of a majority in aggregate principal amount of the Series 2018B Bonds, actually withdraw such funds from the Series 2018B Reserve Account to pay debt service on the Series 2018B Bonds)."

Section 707. Bankruptcy or Insolvency of a Landowner. For purposes of this Section 707, (i) any Series 2018 Bonds secured by and payable from Series 2018B Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (ii) the Series 2018B Special Assessments levied against any Insolvent Taxpayer's property and pledged under this Fourth Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments."

The provisions of this Section 707 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The District acknowledges and agrees that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is

inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Section 708. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 709. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, Amelia Concourse Community Development District has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly elected Vice President.

(SEAL)

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

By: _____
Chairman, Board of Supervisors

Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

EXHIBIT A
Description of Phase III Project

The Phase III Project includes, but is not limited to, the following improvements:

<u>Infrastructure</u>	<u>Phase III</u>
Clearing and Grading	\$1,662,475
Roadway	1,043,400
Stormwater	776,072
Water	520,091
Sewer	808,597
Electrical	114,365
Landscaping, Entry Monuments & Signs	145,000
Engineering/Permitting	90,000
TOTAL:	\$5,160,000

Source: Amelia Concourse Community Subdivision Phase III Engineers Report dated November 5, 2018, prepared by McCranie & Associates, Inc.

EXHIBIT B

**Amelia Concourse CDD
Preliminary Assessment Roll-Assessment Area III
(NEED CHART FROM ASSESSMENT METHODOLOGY)**

EXHIBIT C

FORM OF SERIES 2018B BONDS

[TEXT OF SERIES 2018B BOND FACE]

No. R-1

\$[_____]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2018B**

Interest Rate	Maturity Date	Dated Date	CUSIP
[_____]%	May 1, 20[____]	December __, 2018	[_____]

Registered Owner: CEDE & CO.

Principal Amount:

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter denied), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and

not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Jacksonville, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"). Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2018B Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Capital Improvement Revenue Bonds, Series 2018B" in the aggregate principal amount of \$[] (the "Series 2018B Bonds") (the "Series 2018B Bonds," together with any other Bonds issued under and governed by the terms of, the Master Indenture, are hereinafter collectively referred to as the "Bonds"), under a Master Trust Indenture, dated as of July 1, 2007 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Jacksonville, Florida, as trustee (the "Trustee"), as amended and supplemented by a Fourth Supplemental Indenture, dated as of December 1, 2018 (the "Fourth Supplemental Indenture"), between the District and the Trustee, (the "Supplemental Indenture" and together with the Master Indenture the "Indenture"). The Series 2018B Bonds are being issued to provide funds to: (i) finance a portion of the Costs of acquiring, constructing and equipping assessable improvements comprising the Phase III Project; (ii) pay certain costs associated with the issuance of the Series 2018B Bonds; (iii) pay a portion of the interest coming due on the Series 2018B Bonds; and (iv) make a deposit to the Series 2018B Reserve Account for the benefit of all of the Series 2018B Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2018 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2018B BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2018B BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018B PLEDGED REVENUES AND THE SERIES 2018B PLEDGED FUNDS PLEDGED TO THE

SERIES 2018B BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Amelia Concourse Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

(SEAL)

**AMELIA CONCOURSE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairman, Board of Supervisors

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION FOR SERIES 2018B BONDS

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication: _____

By: _____
Authorized Signatory

[TEXT OF 2018B BOND]

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Series 2018B Special Assessments (as defined in the Indenture), the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2018B Bonds are equally and ratably secured by the 2018B Trust Estate, without preference or priority of one Series 2018B Bond over another.

The Series 2018B Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2018B Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Jacksonville, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Jacksonville, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

Optional Redemption. The Series 2018B Bonds are **not** subject to optional redemption.

Mandatory Redemption. The Series 2018B Bonds are **not** subject to mandatory redemption.

Extraordinary Mandatory Redemption. The Series 2018B Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(i) on or after the Date of Completion of the Phase III Project (as such terms are defined in the Indenture), by application of moneys transferred from the Series 2018B Acquisition and Construction Account to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account in accordance with the terms of the Indenture; or

(ii) from Prepayments of Series 2018B Special Assessments (as defined in the Indenture) deposited into the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account; or

(iii) from amounts transferred to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account resulting from a reduction in the Series 2018B Reserve Account Requirement as provided for in the Indenture, and, on the date on which the amount on deposit in the Series 2018B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018B Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2018B Bonds of a Series shall be called for redemption, the particular Series 2018B Bonds or portions of Series 2018B Bonds of a Series to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2018B Bonds shall be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2018B Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, in accordance with Article III of the Master Indenture, the Series 2018B Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2018B Bonds or such portions thereof on such date, interest on such Series 2018B Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018B Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2018B Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2018B Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for six (6) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities (as defined in the Indenture) sufficient to pay the principal or redemption price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2018B Bonds as to the Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

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CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Nassau County, Florida, rendered on April 30, 2007.

(SEAL)

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman, Board of Supervisors

Attest:

By: _____
Secretary, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2018B BONDS]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common TEN ENT as tenants by the entireties

JU TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under
Uniform Transfer to Minors Act _____ (Cult.) (Minor) (State) _____

Additional abbreviations may also be used

though not in the above list.

[FORM OF ASSIGNMENT FOR SERIES 2018B BONDS]

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

3.

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

**\$[_____]
Capital Improvement Revenue Bonds,
Series 2018A**

and

**\$[_____]
Capital Improvement Revenue Bonds,
Series 2018B**

[December __, 2018]

BOND PURCHASE AGREEMENT

Amelia Concourse Community Development District
Nassau County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement with the Amelia Concourse Community Development District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 12:00 midnight, New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the \$[_____] aggregate principal amount of the Issuer's Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and the \$[_____] aggregate principal amount of the Issuer's Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds"). The Series 2018 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A and Exhibit B attached hereto. Interest on the Series 2018 Bonds is payable semi-annually on May 1 and November 1 each year, commencing May 1, 2019. The purchase price for the Series 2018A Bonds shall be \$[_____] (representing the par amount of the Series 2018A Bonds of \$[_____] less an Underwriter's discount of \$[_____]). The purchase price for the Series 2018B Bonds shall be \$[_____] (representing the par amount of the Series 2018B Bonds of \$[_____] less an Underwriter's discount of \$[_____]).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit C.

2. The Series 2018 Bonds. The Series 2018 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and Ordinance No. 2006-58 enacted on July 10, 2006 by the Board of County Commissioners of Nassau County, Florida (the "County"). The District was established for the purposes, among other things, of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the boundary of the District (the "Development"). The Series 2018 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of July 1, 2007 (the "Master Indenture"), as supplemented by the Third Supplemental Trust Indenture dated as of December 1, 2018 (the "Third Supplemental Indenture") with respect to the Series 2018A Bonds and as further supplemented by the Fourth Supplemental Trust Indenture dated as of December 1, 2018 (the "Fourth Supplemental Indenture" and, together with the Master Indenture, and the Third Supplemental Indenture, the "Indenture") with respect to the Series 2018B Bonds, each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), and Resolution No. 2007-13 adopted by the Board of Supervisors of the District (the "Board") on May 10, 2007, as supplemented by Resolution No. [2019-__] adopted by the Board on November 27, 2018 (collectively, the "Bond Resolutions") authorizing the issuance of the Series 2018 Bonds. Capitalized but undefined terms used herein shall have the meanings assigned thereto in the Indenture.

The Series 2018A Special Assessments and the Series 2018B Special Assessments comprising the Series 2018A Pledged Revenues and Series 2018B Pledged Revenues, respectively will be levied by the Issuer on lands within the District specially benefited by the Phase III Project (the "Series 2018 Assessment Area") pursuant to resolutions adopted by the Board (collectively, the "Assessment Resolutions"). The Series 2018 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture.

The Issuer has also entered into, or will enter into at or prior to Closing (as defined herein): (a) a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with DFH Amelia, LLC (the "Developer") and Governmental Management Services, LLC ("GMS"), as the dissemination agent and joined in by GMS, as disclosure representative and the Trustee; (b) the Agreement between the District and the Developer Regarding the True-Up Payment of the Phase III Special Assessments (the "True Up Agreement"); (c) the Agreement Between the District and the Developer Regarding the Completion of Certain Improvements (the "Completion Agreement"); (d) the Agreement between the District and the Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property (the "Acquisition Agreement"); (e) the Collateral Assignment and Assumption of Developer Rights executed and delivered by the Developer (the "Collateral Assignment"); and (f) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the True-Up Agreement, the Acquisition Agreement, the Collateral Assignment and the Completion Agreement, are referred to herein collectively as the "Financing Documents."

The Series 2018 Bonds are being issued to: (i) pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; (ii) pay a portion of the capitalized interest coming due on the Series 2018 Bonds; (iii) make a deposit to the Series 2018A Reserve Account established for the Series 2018A Bonds; (iv) make a deposit to the Series 2018B Reserve Account established for the Series 2018B Bonds; and (v) pay certain costs associated with the issuance of the Series 2018 Bonds.

The Series 2018A Bonds will be payable from and secured solely by the Series 2018A Special Assessments imposed, levied and collected by the District with respect on assessable property within the Series 2018 Assessment Area specially benefited by the Phase III Project, which, together with the Series 2018A Pledged Funds and Accounts, constitute the "Series 2018A Trust Estate." The Series 2018B Bonds will be payable from and secured solely by the Series 2018B Special Assessments imposed, levied and collected by the District with respect on assessable property within the Series 2018 Assessment Area specially benefited by the Phase III Project, which, together with the Series 2018B Pledged Funds and Accounts, constitute the "Series 2018B Trust Estate."

3. Delivery of Limited Offering Memorandum and Other Documents. Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum dated [December __, 2018] (the "Preliminary Limited Offering Memorandum"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Series 2018 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2018 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Limited Offering Memorandum ("Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter, and (ii) an executed original counterpart or certified copy of the Limited Offering Memorandum and the Indenture. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the public offering and sale of the Series 2018 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2018 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2018 Bonds are hereinafter included within the term "Limited Offering Memorandum."

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Limited Offering; Establishment of Issue Price. It shall be a condition to the Issuer's obligation to sell and to deliver the Series 2018 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2018 Bonds, that the entire principal amount of the Series 2018 Bonds be issued, sold and delivered by the Issuer and purchased, accepted and paid for by the Underwriter at the Closing and that the Issuer and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2018 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to

accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2018 Bonds.

(b) Except as otherwise set forth in Exhibit A and Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2018 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Series 2018 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2018 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2018 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing (as defined herein) has occurred, until the 10% test has been satisfied as to the Series 2018 Bonds of that maturity or until all Series 2018 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2018 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A and Exhibit B attached hereto, except as otherwise set forth therein. Exhibit A and Exhibit B also set forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2018 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price-rule"). So long as the hold-the-offering-price-rule remains applicable to any maturity of the Series 2018 Bonds, the Underwriter will neither offer nor sell unsold Series 2018 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2018 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Series 2018 Bonds to the public at a price that is no higher than the initial offering to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Series 2018 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further for purposes of this Section:

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

(2) a purchaser of any Series 2018 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interest by one entity of the other); and

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

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolutions and the Assessment Resolutions; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Series 2018 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2018 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the Phase III Project; and (viii) levy and collect the Series 2018A Special Assessments and the Series 2018B Special Assessments (collectively, the "Phase III Special Assessments") that will secure the Series 2018A Bonds and the Series 2018B Bonds, respectively. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2018 Bonds.

(b) The District has complied with the Bond Resolutions, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2018 Bonds, and the imposition, and levy and collection of the Phase III Special Assessments.

(c) The District has duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Phase III Special Assessments and the Series 2018 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the execution, delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by

the Financing Documents, the Phase III Special Assessments, the Series 2018 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery hereof and thereof by the parties hereto, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2018 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2018A Bonds as aforesaid, the Third Supplemental Indenture will provide, for the benefit of the holders from time to time of the Series 2018A Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2018A Trust Estate pledged to the Series 2018A Bonds, subject only to the provisions of the Third Supplemental Indenture permitting the application of the Series 2018A Pledged Revenues for the purposes and on the terms and conditions set forth in the Third Supplemental Indenture. Upon the execution, authentication, issuance and delivery of the Series 2018B Bonds as aforesaid, the Fourth Supplemental Indenture will provide, for the benefit of the holders from time to time of the Series 2018B Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2018B Trust Estate pledged to the Series 2018B Bonds, subject only to the provisions of the Fourth Supplemental Indenture permitting the application of the Series 2018B Pledged Revenues for the purposes and on the terms and conditions set forth in the Fourth Supplemental Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2018 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2018 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2018 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2018 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and the District has not received notice of any event of default by the District under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2018 Bonds and any other instrument to which the District is a party and which is used or

contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2018 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2018 Bonds or the proceedings relating to the Phase III Special Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2018 Bonds, the Financing Documents, the Phase III Special Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2018 Bonds, (6) the exemption under the Act of the Series 2018 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2018 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2018 Bonds, or (9) the collection of the Phase III Special Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2018 Bonds.

(k) The District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2018A Trust Estate pledged to the Series 2018A Bonds with a lien thereon prior to or on a parity with the lien of the Series 2018A Bonds. The District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2018B Trust Estate pledged to the Series 2018B Bonds with a lien thereon prior to or on a parity with the lien of the Series 2018B Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter.

(o) Other than as disclosed in the Limited Offering Memorandum, the District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on [December __, 2018], or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2018 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2018 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2018 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2018 Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2018 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2018 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2018 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2018 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents and the Phase III Special Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2018 Bonds all such action as in the reasonable opinions of Bond Counsel and Disclosure Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2018 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) Certificates, dated the date of Closing regarding the Limited Offering Memorandum and no default;

(2) The Bond Resolutions and the Assessment Resolutions, certified by authorized officers of the District under its seal as a true and correct copy and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) The Master Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, and the proceedings relating to the levy of the Phase III Special Assessments, certified by authorized officers of the District as true and correct copies;

(4) The Limited Offering Memorandum, executed on behalf of the District by the Chairman or Vice Chairman of its Board, and each supplement or amendment, if any, thereto;

(5) A certificate of the District, dated the date of Closing, signed on its behalf by the Chairman, Vice Chairman or a Designated Member and the Secretary or an Assistant Secretary of its Board, in substantially the form of Exhibit D hereto;

(6) An opinion, dated the date of Closing, of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(7) A supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (i) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to them; (ii) the Series 2018 Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the "1939 Act") and it is not necessary in connection with the sale of the Series 2018 Bonds to the public to register the Series 2018 Bonds under the 1933 Act, or to qualify the Indenture under the 1939 Act; (iii) Bond Counsel has reviewed the statements contained in the Official Statement under the sections captioned "DESCRIPTION OF THE SERIES 2018 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system) and "SECURITY FOR AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" and are of the opinion that insofar as such statements purport to summarize certain provisions of the Series 2018 Bonds and the Indenture, that such statements fairly represent the documents purported to be summarized therein; and (iv) Bond Counsel has also reviewed the statements contained in the Official Statement under the section captioned "TAX MATTERS" and is of the opinion that insofar as such sections purport to summarize the provisions of the Internal Revenue Code of 1986, as amended, and applicable laws of the State of Florida, such statements are correct as to matters of law;

(8) An opinion, dated the date of Closing, of Hopping Green & Sams, P.A., Tallahassee, Florida, District Counsel, in substantially the form attached hereto as Exhibit E;

(9) A copy of the Third Supplemental Special Assessment Methodology Report, dated October 16, 2018, prepared by Governmental Management Services, LLC and a certificate from such firm in substantially the form attached hereto as Exhibit F;

(10) An opinion, dated the date of Closing and addressed to the Issuer (with a reliance letter thereto addressed to the Underwriter), of Greenberg Traurig, P.A., disclosure counsel to the Issuer ("Disclosure Counsel"), in form and substance satisfactory to the Underwriter;

(11) An opinion, dated the date of Closing and addressed to the Underwriter, the Issuer and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to the Underwriter and Issuer and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(12) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit G and opinion(s) of counsel to the Developer in substantially the form included herein as Exhibit H (which may be addressed to such parties listed in Exhibit H in one or more separate opinions);

(13) A copy of the Engineer's Report of McCranie & Associates, Inc. (the "Consulting Engineer") and a certificate from the Consulting Engineer, in substantially the form attached hereto as Exhibit I dated the date of Closing and addressed to the Issuer and the Underwriter;

(14) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2018 Bonds will be used in a manner that would cause the Series 2018 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(15) Specimen Bonds;

(16) A copy of the executed Letter of Representations between the District and The Depository Trust Company, New York, New York;

(17) Executed copies of the Financing Documents;

(18) A certificate executed by the District Manager that all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;

(19) Evidence of compliance with the requirements of Section 189.051, Florida Statutes;

(20) Executed copy by the Developer of the Declaration of Consent to Jurisdiction of Amelia Concourse Community Development District and to Imposition of Phase III Special Assessments; and

(21) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2018 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2018 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance and delivery and payment for the Series 2018 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Series 2018 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2018 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2018 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by them; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or

inadvisable to proceed with the offering or delivery of the Series 2018 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2018 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, Limited Offering Memorandum or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2018 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2018 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2018 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2018 Bonds, or the Series 2018 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2018 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2018 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2018 Bonds or obligations of the general character of the Series 2018 Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2018 Bonds, the Bond Resolutions, the Assessment Resolutions, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2018 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2018 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2018 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this

Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, Disclosure Counsel, District Counsel, Governmental Management Services, LLC, as District Manager and Methodology Consultant, McCranie & Associates, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's counsel; (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2018 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by them in connection with their offering and distribution of the Series 2018 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2018 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2018 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC
8583 Strawberry Lane
Longmont, CO 80503
Attn: Kevin Mulshine

The District: Amelia Concourse Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114

St. Augustine, FL 32092
Attn: Daniel Laughlin, District Manager
Phone: 904-940-5850, ext. 404

Copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Jason M. Walters, Esq.

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2018 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chairman, Vice Chairman or a Designated Member and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

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

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue \$[] of its Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds"), and \$[] of its Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds") for the purposes of (i) funding a portion of the cost of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; (ii) paying a portion of the capitalized interest coming due on

the Series 2018 Bonds through May 1, 2019; (iii) funding the Series 2018A Reserve Account established for the Series 2018A Bonds; (iv) funding the Series 2018B Reserve Account established for the Series 2018B Bonds; and (v) paying certain costs associated with the issuance of the Series 2018 Bonds. The Series 2018A Bonds are expected to be repaid from Series 2018A Pledged Revenues and Series 2018A Pledged Funds and Accounts (except for the Series 2018A Rebate Account), (together, the "Series 2018A Trust Estate") over a period of approximately [] years. At a true interest cost of approximately []%, total interest paid over the life of the Series 2018A Bonds will be \$[]. The Series 2018B Bonds are expected to be repaid from Series 2018B Pledged Revenues and Series 2018B Pledged Funds and Accounts (except for the Series 2018B Rebate Account), (together, the "Series 2018B Trust Estate") over a period of approximately [] years. At a true interest cost of approximately []%, total interest paid over the life of the Series 2018B Bonds will be \$[].

(b) The source of repayment for the Series 2018A Bonds is the Series 2018A Trust Estate. Authorizing this obligation will result in an average of approximately \$[] not being available to finance other services of the Issuer every year for approximately [] ([]) years. The source of repayment for the Series 2018B Bonds is the Series 2018B Trust Estate. Authorizing this obligation will result in an average of approximately \$[] not being available to finance other services of the Issuer every year for approximately [] ([]) years.

[Remainder of page intentionally left blank]

20. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____
Name: Kevin Mulshine
Title: Managing Partner

Accepted by:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name:
Title: Chairman, Board of Supervisors

EXHIBIT A

AMOUNT, INTEREST RATE, MATURITY, YIELD, PRICE AND CUSIP NO.

\$[] – []% Series 2018A Term Bond due [], 20[], Yield []%, Price []% CUSIP No. [][†]

REDEMPTION PROVISIONS

Redemption Provisions

Optional Redemption. The Series 2018A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part at any time on or after **[May 1, 2031]** (less than all Series 2018A Bonds to be selected by lot) at the Redemption Price of par together with accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2018A Bonds are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A Sinking Fund Account established under the Third Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>	<u>May 1 of the Year</u>	<u>Amortization Installment</u>
2019	\$	2035	\$
2020		2036	
2021		2037	
2022		2038	
2023		2039	
2024		2040	
2025		2041	
2026		2042	
2027		2043	
2028		2044	
2029		2045	
2030		2046	
2031		2047	
2032		2048	
2033		2049*	
2034			

^{*} Final Maturity

[†] Neither the District nor the Underwriter is responsible for the selection, use or accuracy of the CUSIP numbers nor is any representation made as to their accuracy on the Series 2018A Bonds, or as indicated above.

Extraordinary Mandatory Redemption. The Series 2018A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Phase III Project, by application of moneys transferred from the Series 2018 Acquisition and Construction Account to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account in accordance with the terms of the Indenture; or

(b) from Prepayments of Phase III Special Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or

(c) from amounts transferred to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account resulting from a reduction in the Series 2018A Reserve Account Requirement as provided for in the Indenture, and, on the date on which the amount on deposit in the Series 2018A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018A Bonds then Outstanding, including accrued interest thereon.

Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2018A Acquisition and Construction Fund which are to be deposited into a Series 2018A Prepayment Subaccount in the 2018A Redemption Account in accordance with the Third Supplemental Indenture shall be deposited into the Series 2018A Prepayment Account in the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A Bonds.

EXHIBIT B

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NOS.

\$[_____] Series 2018B Serial Bond

Maturity (May 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No. [†]
	\$	%	%		

REDEMPTION PROVISIONS

Redemption Provisions

Optional Redemption. The Series 2018B Bonds are **not** subject to optional redemption.

Mandatory Sinking Fund Redemption. The Series 2018B Bonds are **not** subject to mandatory redemption.

Extraordinary Mandatory Redemption. The Series 2018B Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Phase III Project, by application of moneys transferred from the Series 2018 Acquisition and Construction Account to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account in accordance with the terms of the Indenture; or

(b) from Prepayments of Phase III Special Assessments deposited into the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account; or

(c) from amounts transferred to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account resulting from a reduction in the Series 2018B Reserve Account Requirement as provided for in the Indenture, and, on the date on which the amount on deposit in the Series 2018B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018B Bonds then Outstanding, including accrued interest thereon.

[†] Neither the District nor the Underwriter is responsible for the selection, use or accuracy of the CUSIP numbers nor is any representation made as to their accuracy on the Series 2018B Bonds, or as indicated above.

Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2018B Acquisition and Construction Fund which are to be deposited into a Series 2018B Prepayment Subaccount in the 2018B Redemption Account in accordance with the Fourth Supplemental Indenture shall be deposited into the Series 2018B Prepayment Account in the Series 2018B Redemption Account and applied to the extraordinary mandatory redemption of Series 2018B Bonds.

EXHIBIT C

**AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
(Nassau County, Florida)**

**\$[_____]
Capital Improvement Revenue Bonds,
Series 2018A**

and

**\$[_____]
Capital Improvement Revenue Bonds,
Series 2018B**

DISCLOSURE STATEMENT

[_____, 2018]

Amelia Concourse Community Development District
Nassau County, Florida

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2018 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Series 2018 Bonds pursuant to a Bond Purchase Agreement dated [_____, 2018] (the "Purchase Agreement") between the Underwriter and Amelia Concourse Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2018 Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$[_____] ([_____]%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2018 Bonds is \$[_____]. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2018 Bonds.

(d) The components of the Underwriter's discount are as follows:

Management Fee:	\$[]/\$1,000	or	\$[]
Takedown:	\$[]/\$1,000	or	\$[]
Expenses:	\$[]/\$1,000	or	\$[]

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2018 Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
8583 Strawberry Lane
Longmont, CO 80503

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____
Name: Kevin Mulshine
Title: Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	\$[_____]
Communication	[_____]
Day Loan	[_____]
Clearance & Settlement Charges	[_____]
CUSIP / DTC	[_____]
Contingency	[_____]
<hr/>	
Total	\$[_____]

EXHIBIT D

CERTIFICATE OF DISTRICT

The undersigned, as Chairman and Secretary, respectively, of the Board of Supervisors of Amelia Concourse Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(5) of the Bond Purchase Agreement, dated [December __, 2018], with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of (i) \$[_____] aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds"), and (ii) of \$[_____] aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds") as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

1. Glen Marvin is the duly appointed and acting Chairman of, and Daniel Laughlin is the duly appointed and acting Secretary to the Board of Supervisors of the District, authorized by resolution of the Board of Supervisors of the District pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board of Supervisors of the District:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
James (Glen) Marvin	Chairman	November [20__]
[_____]	Vice Chairman	November [20__]
Deborah Malloch	Assistant Secretary	November [20__]
[_____]	Assistant Secretary	November [20__]
Scott Campbell	Assistant Secretary	November [20__]

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the District, holding the office of appointment set forth opposite their names, respectively:

<u>Name</u>	<u>Title</u>
James (Glen) Marvin	Chairman
[_____]	Vice Chairman
Deborah Malloch	Assistant Secretary
[_____]	Assistant Secretary
Scott Campbell	Assistant Secretary
Daniel Laughlin	Secretary and Assistant Treasurer
James Perry	Assistant Secretary and

Treasurer

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board of Supervisors of the District holding the office set forth opposite his name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. The Board of Supervisors of the District, at a duly called and held meetings of the Board of Supervisors of the District on May 10, 2007 and November 27, 2018 duly adopted Resolution Nos. 2007-13 and 2019-[], respectively, true and correct copies of which are attached hereto (together, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. The Board of Supervisors of the District duly adopted Resolution No. 2019-[], on November 27, 2018, following a public hearing conducted in accordance with the Act, to fix and establish the Series 2018A Special Assessments and the Series 2018B Special Assessments and the benefitted property, a true and correct copy of which is attached hereto, which Resolution shall remain in full force and effect on the date hereof.

7. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the Phase III Special Assessments.

8. Upon authentication and delivery of the Series 2018 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolutions or the Indenture.

9. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

10. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2018 Bonds pursuant to the Bond Purchase Agreement, the Bond Resolution, the Assessment Resolutions and the Indenture.

11. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

12. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system. Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

13. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Series 2018 Bonds or the imposition, levy and collection of the Phase III Special Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Series 2018 Bonds, (b) questioning or affecting the validity of any provision of the Series 2018 Bonds, the Bond Resolution, the Assessment Resolutions, the Phase III Special Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2018 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Phase III Special Assessments, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Series 2018 Bonds from federal income taxation, or (h) contesting the exemption from taxation of either Series of the Series 2018 Bonds and the interest thereon under Florida law or the legality for investment therein.

IN WITNESS WHEREOF, we have hereunder set our hands this [____] day of December, 2018.

(SEAL)

By: _____
Chairman, Board of Supervisors
Amelia Concourse Community Development
District

By: _____
Daniel Laughlin,
Secretary, Board of Supervisors
Amelia Concourse Community Development
District

EXHIBIT E

FORM OF DISTRICT COUNSEL OPINION

[TO BE PROVIDED BY DISTRICT COUNSEL]

EXHIBIT F

CERTIFICATE OF GOVERNMENTAL MANAGEMENT SERVICES, LLC

I, _____, Managing Partner of Governmental Management Services, LLC, do hereby certify to Amelia Concourse Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of \$[_____] aggregate principal amount of Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and of \$[_____] aggregate principal amount of Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds") as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated [December __, 2018] (the "Limited Offering Memorandum") of the District relating to the Series 2018A Bonds and Series 2018B Bonds):

Governmental Management Services, LLC has acted as District Manager and Methodology Consultant to the District in connection with the issuance of the Series 2018 Bonds and has been retained by the District to prepare the Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project) dated [October 16, 2018], comprising a part of the Assessment Proceedings of the District (collectively, the "Report");

- (i) the Phase III Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Phase III Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2018 Bonds through the final maturity thereof;
- (ii) The Phase III Special Assessments provide a special benefit to the properties assessed and the Phase III Special Assessments are fairly and reasonably allocated to the properties assessed;
- (iii) Governmental Management Services, LLC consents to the use of the Report included as composite Appendix D to the Limited Offering Memorandum;
- (iv) Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;
- (v) the Report was prepared in accordance with all applicable provisions of Florida law;
- (vi) as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, the Phase III Project, or any information provided by us, and the Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

- (vii) the information contained in the Limited Offering Memorandum under the heading "ASSESSMENT METHODOLOGY," is true and correct in all material respects, and, such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;
- (viii) except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable;
- (ix) the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and
- (x) as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2018 Bonds, or in any way contesting or affecting the validity of the Series 2018 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2018 Bonds, or the existence or powers of the District.

IN WITNESS WHEREOF, the undersigned has set his hand this [____] day of December, 2018.

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC**

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF CERTIFICATE OF DEVELOPER

The undersigned, the duly authorized representative of DFH Amelia, LLC, as the developer (the "Developer") of the development known as Amelia Concourse (the "Development"), does hereby certify to the AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT (the "District") and MBS CAPITAL MARKETS, LLC (the "Underwriter") that:

1. This certificate is delivered by the Developer to enable the Underwriter to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934 (the "Rule") in connection with the offering and sale by the District of its (i) \$[_____] Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and (ii) \$[_____] Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds"). Capitalized terms that are used in this certificate and not otherwise defined shall have the meanings assigned to such terms in the Limited Offering Memorandum, dated [December __, 2018] (the "Limited Offering Memorandum") and the Bond Purchase Agreement, dated [December __, 2018], between the Underwriter and the District (the "Bond Purchase Agreement").

2. The information contained in the Limited Offering Memorandum under the heading "THE DEVELOPER" and, as it pertains to the Developer and its interest in the Development, under the headings "INTRODUCTION," "THE PHASE III PROJECT," "THE DEVELOPMENT," "CONTINUING DISCLOSURE" and "LITIGATION – The Developer" contains no untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

3. There has been no action taken by or omitted by the Developer that impairs the contemplated transactions by the District with respect to the Series 2018 Bonds, including: (a) the issuance and sale of the Series 2018 Bonds upon the terms set forth in the Bond Purchase Agreement; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the Phase III Project (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2018 Bonds, the Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), as supplemented by the Third Supplemental Trust Indenture dated as of December 1, 2018 (the "Third Supplemental Indenture") with respect to the Series 2018A Bonds, and as further supplemented by the Fourth Supplemental Trust Indenture dated as of December 1, 2018 (the "Fourth Supplemental Indenture" and, together with the Third Supplemental Indenture and the Master Indenture, the "Indenture") with respect to the Series 2018B Bonds, the Continuing Disclosure Agreement, the True-Up Agreement, the Completion Agreement, the Acquisition Agreement, the Declaration of Consent to Jurisdiction of Amelia Concourse Community Development District and to Imposition of Phase III Special Assessments, the Collateral

Assignment, and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture. The Developer acknowledges and consents to those provisions of the Bond Purchase Agreement which reference it.

4. The consummation of the transactions described in the Limited Offering Memorandum does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the Developer is subject or by which it or its properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum does not, on the date hereof, and will not at the time of such consummation, to the best of the Developer's knowledge, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing constitution, laws, court or administrative rule or regulations, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force and effect on the date hereof, which would have a material adverse effect on the Series 2018 Bonds or the Development.

5. The Developer is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the Series 2018 Bonds or the Development.

6. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or threatened, to the best of the Developer's knowledge, against the Developer: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2018 Bonds or the application of the proceeds thereof, or the levy or collection of the Phase III Special Assessments, (b) contesting or affecting the authority for the issuance of the Series 2018 Bonds or the validity or enforceability of the Series 2018 Bonds, the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Acquisition Agreement, the Completion Agreement, the True-Up Agreement, Collateral Assignment, or the Declaration of Consent to Jurisdiction of Amelia Concourse Community Development District and to Imposition of Phase III Special Assessments, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, including its power to develop the Development.

7. That portion of the District property securing Phase III Special Assessments for the Series 2018 Bonds is free and clear of any commercial mortgage encumbrance (*i.e.*, non single-family home mortgages obtained by homeowners) other than as disclosed in the Limited Offering Memorandum.

8. The Developer is complying in all material respects with all provisions of applicable law in all material matters relating to the Development and the District and its undertaking as described in the Limited Offering Memorandum and the Indenture including

applying for all necessary permits. The Developer hereby certifies that: (a) it has the appropriate land use and zoning approvals under the Comprehensive Plan for Nassau County, Florida and the Land Development Code approved by the County to permit the development of the Development and the construction of the improvements as described in the Limited Offering Memorandum under the headings of "THE DEVELOPMENT," "THE DEVELOPER" and "LITIGATION – The Developer" (b) the Developer is not in default of any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the Phase III Project (as described in the Limited Offering Memorandum) or the Developer's ability to complete the Development as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance by the Developer with the material conditions of the Comprehensive Plan and Land Development Code for the County, and zoning requirements, all of which conditions are within the control of the Developer (subject to applicable future permitting requirements and dedications as identified in the Limited Offering Memorandum) and upon issuance of applicable future permits, the Development and the District will be able to be developed as described in the Limited Offering Memorandum.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Developer as of this [____] day of December, 2018.

DFH AMELIA, LLC, a Florida limited liability
company

By: _____
_____, its _____

EXHIBIT H
FORM OF OPINION OF COUNSEL TO DEVELOPER

[December __, 2018]

Amelia Concourse Community Development District
Nassau County, Florida

MBS Capital Markets, LLC
Longmont, CO 80503

Re: Amelia Concourse Community Development District, \$[_____] Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and \$[_____] Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds")

Ladies and Gentlemen:

We have acted as counsel to DFH Amelia, LLC, a Florida limited liability company (the "**Developer**"), in connection with its development of the Amelia Concourse project located in the unincorporated area of Nassau County, Florida (the "**Property**") described in the Limited Offering Memorandum, dated [December __, 2018] relating to the Series 2018 Bonds issued by the Amelia Concourse Community Development District (the "**District**") (the "**Limited Offering Memorandum**"). As of the date of this opinion, the Developer is the owner of the Property, as described in the Title Report (defined below) ("**Developer Lands**"). Unless otherwise defined herein, capitalized terms used herein have the respective meanings assigned to such terms in the Bond Purchase Agreement, dated [December __, 2018] (the "**Contract**"), between the District and MBS Capital Markets, LLC (the "**Underwriter**"), or in the Master Trust Indenture, dated as of July 1, 2007 between the District and U.S. Bank National Association, as trustee, as supplemented by a Third Supplemental Trust Indenture dated as of [December 1, 2018] and a Fourth Supplemental Trust Indenture dated as of [December 1, 2018] (collectively, the "**Indenture**").

In our capacity as counsel to the Developer, we have examined and are familiar with (i) the Agreement between Amelia Concourse Community Development District and DFH Amelia, LLC Regarding the True-Up Payment of the Phase III Special Assessments, dated as of December __, 2018, (ii) the Declaration of Consent to Jurisdiction of Amelia Concourse Community Development District and to Imposition of Special Assessments, dated as of December __, 2018, (iii) the Continuing Disclosure Agreement, dated December __, 2018, (iv) the Completion Agreement, dated as of December __, 2018, (v) the Agreement between the Amelia Concourse Community Development District and DFH Amelia, LLC Regarding the Acquisition of Certain Work Product, Improvements and Real Property dated December __, 2018; (vi) the Agreement between the Amelia Concourse Community Development District and

DFH Amelia, LLC Regarding the Completion of Certain Improvements dated December __, 2018; and the Collateral Assignment and Assumption of Developer Rights with the Developer (collectively, the "**Developer Agreements**").

Also, we have examined the following organizational documents (collectively, the "**Developer Organizational Documents**"):

- (a) Application by a Florida Limited Liability Company for authorization to transact business in Florida, filed with the Florida Secretary of State on [January 19, 2016, as Document No. L16000003172];
- (b) On-line confirmation through the Florida Department of State Division of Corporations of the active status of Developer in the State of Florida; and
- (c) Certified copy of Action by Written Consent of the Manager of the Developer dated _____, 2018.
- (d) [INSERT ADDITIONAL ORGANIZATION DOCUMENTS REVIEWED]

We have made such examination of laws as we have deemed necessary or appropriate in rendering the opinions set forth below. We have further relied upon certificates and representations made by the Developer, the Developer's representatives and the parties to this transaction described in the Limited Offering Memorandum.

The opinions hereinafter expressed are subject to the following qualifications:

A. The enforceability of the Developer Agreements in accordance with their respective terms is subject to (i) the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights and/or remedies generally, and (ii) general principles of equity, commercial reasonableness, and good faith which limit specific enforcement of, or indemnification provisions in the documents. Our opinion as to enforceability of any document is, therefore, subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights and/or remedies generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), commercial reasonableness, good faith and the exercise of judicial discretion in appropriate cases.

B. Certain rights and remedies contained in the Developer Agreements may be rendered ineffective, or limited, by applicable laws or judicial decisions governing such provisions, but such laws and judicial decisions do not, in our opinion, make the Developer Agreements inadequate for the practical realization of the benefits intended to be provided by the Developer Agreements.

C. We have examined the originals or copies of such records of the Developer, certificates of public officials, the Developer's Organizational Documents, and such other

agreements, instruments and documents that we have deemed necessary as a basis for the opinions hereinafter expressed.

D. In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by the public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof.

E. In rendering this opinion, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

F. Except for the Developer, we have assumed that each other party to the Developer Agreements has the requisite power and authority to enter into and perform its respective obligations under the Developer Agreements and has duly authorized and executed and delivered the respective Developer Agreements, and that such Developer Agreements are valid, binding and enforceable against such other parties.

G. We have assumed that the Developer Agreements reviewed by us contain the entire agreement of the parties with respect to the subject matter thereof. Based upon inquiry of the Developer, we understand that there are no other oral or written agreements between the parties that would modify the Developer Agreements.

H. As to any fact relevant to this opinion, we have relied solely upon representations of the Developer. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the Developer. Whenever our opinion herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or awareness, it is intended to signify that during the course of our representation of the Developer as herein described, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts.

I. The opinions expressed herein relate solely to Florida and federal law, as now existing. We express no opinion with regard to any matters which may be, or which purport to be, governed by the laws of any other state or jurisdiction.

J. Nothing herein shall be construed as an opinion regarding the possible applicability of Federal or state securities or "blue sky" laws, as to which no opinion is expressed.

K. We exclude from this opinion letter an opinion as to the applicability or effect of any Federal or state taxes, including income taxes, sales taxes and franchise fees.

L. We express no opinions other than those specifically set forth herein and no other opinions may be considered implied or inferred hereby.

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

1. The Developer is a limited liability company, duly organized and validly existing under the laws of the State of Florida.

2. The Developer has the power and authority to conduct its business and undertake the Development as described in the Limited Offering Memorandum.

3. The execution, delivery and performance by the Developer of the Developer Agreements are within the powers of the Developer and have been duly authorized by all required corporate action. The Developer Agreements are the legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms and do not violate the Developer's Organizational Documents. To the best of our knowledge, the Developer Agreements are in full force and effect as of the date hereof, and we are not aware of any event occurring which, with the passage of time or giving of notice or both, would constitute an event of default by the Developer thereunder.

4. [Based on a review of that certain [_____] (collectively, the "**Title Report**"), and without independent inquiry, fee simple title to the Developer Lands is held by the Developer and is subject only to the liens, encumbrances, easements and agreements set forth in the Title Report. The opinion in this paragraph is given as of the date of the Title Report, and we disclaim any obligation to advise you of any change which thereafter may have been brought to our attention. We offer no opinion as to the correctness of the Title Report, and have not undertaken any independent verification as to the title of the Property, including the Developer Lands; however, nothing has come to our attention that would lead us to believe that the Title Report is incorrect.]

5. To our knowledge based on representations made to us by the Developer, the levy of the Phase III Special Assessments on the Property will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which its property or assets is subject.

6. To our knowledge based on representations made to us by the Developer, there is no litigation pending or threatened against the Developer or the Developer Lands which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum relating to the Series 2018 Bonds and the Engineer's Report of the Consulting Engineer annexed thereto as [Appendix ___] ("**Engineer's Report**").

7. To our knowledge, the Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy,

reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute in the States of Florida. To our knowledge, based on representations made to us by the Developer, the Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

8. Based upon a certificate of the Developer as to agreements to which the Developer is a party, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2018 Bonds or the Development.

9. Nothing has come to our attention that would lead us to believe that the information contained under the captions "THE DEVELOPMENT," "THE DEVELOPER," and "LITIGATION – The Developer" in the Preliminary Limited Offering Memorandum, dated [December __, 2018] (the "**Preliminary Limited Offering Memorandum**"), and the Limited Offering Memorandum is not true and correct in any material respect, or contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof.

10. Based upon our review of the published Nassau County, Florida tax records, all 2017 and prior years taxes relating to the Developer Lands have been paid and there are no real estate taxes currently due which are unpaid.

11. Based on our review of [_____], we are of the opinion that the Development is zoned and properly designated in the Comprehensive Plan for its intended use. Except as disclosed in the Limited Offering Memorandum, to our actual knowledge, there is no default by the Developer of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete development of the Phase III Project or the Development as described in the Limited Offering Memorandum and all Appendices.

This opinion letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

We have no obligation to update this opinion letter or otherwise advise you with respect to any event or circumstance arising after the date hereof or with respect to events or circumstances occurring prior to the date hereof which are not known to us but of which we subsequently become aware. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly stated herein.

[This opinion letter has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011 (the "**Report**"). The Report is incorporated by reference into this opinion letter.]

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any matter, nor used, by any other persons or entities. This opinion letter is rendered as of the date set forth above, and we express no opinion regarding, nor do we undertake to advise you of, any change in laws, circumstances or events which may occur after that date.

Very truly yours,

[Counsel to Developer]

EXHIBIT I

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

[December __, 2018]

Board of Supervisors
Amelia Concourse Community Development
District
Nassau County, Florida

MBS Capital Markets, LLC
Longmont, Colorado

Re: Amelia Concourse Community Development District (Nassau County, Florida) \$[_____] Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and \$[_____] Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Amelia Concourse Community Development District (the "District"). This Certificate is furnished pursuant to Section 8(c)(13) of the Bond Purchase Agreement dated [December __, 2018] between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the above-captioned Series 2018 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated [December __, 2018] relating to the Series 2018 Bonds (the "Limited Offering Memorandum").

1. McCranie & Associates, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Engineer's Report of Consulting Engineer (the "Report") included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report was prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Report, personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Phase III Project. The Phase III Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as

described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the respective date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE PHASE III PROJECT" and in [Appendix "___"] to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as defined in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Phase III Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Phase III Project as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The proceeds of the Series 2018 Bonds deposited in the Series 2018 Acquisition and Construction Account created under the Indenture together with the investment earning thereon shall be sufficient to complete the portion of the Phase III Project to be financed with proceeds of the Series 2018 Bonds.

MCCRANIE & ASSOCIATES, INC.

By: _____
Name: Daniel I. McCranie
Title: _____

4.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED DECEMBER __, 2018

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of Greenberg Traurig, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions, assuming continuing compliance with certain covenants and the accuracy of certain representations, (a) interest on the Series 2018 Bonds (as defined herein) is excludable from gross income for federal income tax purpose, (b) interest on the Series 2018 Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and (c) the Series 2018 Bonds and the income thereon will not be subject to taxation under the laws of the State of Florida, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations as defined therein. For a more complete discussion of the tax aspects of the Series 2018 Bonds including a discussion on alternative minimum tax on corporations for tax years beginning before January 1, 2018, see "TAX MATTERS."

\$[_____] ^{*}
**AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)
CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2018A**

and

\$[_____] ^{*}
**AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)
CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2018B**

Dated: Date of Original Issuance

Due: May 1, as shown on inside cover

The \$[_____] ^{*} Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds") and the \$[_____] ^{*} Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds") are being issued by the Amelia Concourse Community Development District (the "District" or "Issuer") pursuant to a Master Trust Indenture, dated as of July 1, 2007, as previously supplemented (the "Master Indenture"), and particularly as supplemented and amended, by that certain Third Supplemental Trust Indenture, dated as of December 1, 2018 (the "Third Supplemental Indenture"), with respect to the Series 2018A Bonds, and, by that certain Fourth Supplemental Trust Indenture, dated as of December 1, 2018,

^{*} Preliminary; subject to change.

each between the District and U.S. Bank National Association, as trustee (the "Trustee") (the "Fourth Supplemental Indenture" and, together with the Master Indenture and the Third Supplemental Indenture, the "2018 Indenture") with respect to the Series 2018B Bonds. The Series 2018 Bonds are being issued only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof; provided, however that the Series 2018 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess thereof. All capitalized terms used herein and not otherwise expressly defined herein shall have the respective meanings set forth in the 2018 Indenture. See "APPENDIX A – COPY OF THE MASTER INDENTURE, AND FORMS OF THE THIRD SUPPLEMENTAL INDENTURE AND THE FOURTH SUPPLEMENTAL INDENTURE" attached hereto.

The Series 2018 Bonds will bear interest at the fixed rates as set forth on the inside front cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing May 1, 2019. See "DESCRIPTION OF THE SERIES 2018 BONDS" herein. The Series 2018 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner, and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2018 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2018 Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to the DTC's Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC's Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2018 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2018 Bond. See "BOOK-ENTRY ONLY SYSTEM" herein.

The District is a local unit of special-purpose government of the State of Florida (the "State"), duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") created pursuant to Ordinance No. 2006-58 enacted by the Board of County Commissioners of Nassau County, Florida (the "County") on July 10, 2006. The Series 2018 Bonds are being issued by the District pursuant to the Act, and Resolution No. 2007-13 adopted by the Board of Supervisors of the District (the "Board") on November 9, 2006, as supplemented by Resolution No. 2019-[] adopted by the Board on November 27, 2018 (collectively, the "Resolution").

Proceeds of the Series 2018 Bonds will be applied to: (a) pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; (b) make a deposit to the Series 2018A Reserve Account with respect to the Series 2018A Bonds; (c) make a deposit to the Series 2018B Reserve Account with respect to the Series 2018B Bonds; (d) pay a portion of the interest coming due on the Series 2018 Bonds; and (e) pay certain costs of issuance in respect of the Series 2018 Bonds. See "THE PHASE III PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2018A Bonds will be payable from and secured by revenues (the "Series 2018A Pledged Revenues") derived from long-term special assessments (the "Series 2018A Special Assessments") imposed, levied and collected by the District with respect to the assessable 172 undeveloped lots in the Development ("Phase III") that are specially benefitted by the Phase III Project, which, together with the Funds and Accounts (except for the Series 2018A Rebate Account) established under the Third Supplemental Indenture (the "Series 2018A Pledged Funds and Accounts") will comprise the Series 2018A Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture. The Series 2018B Bonds will be payable from and secured by revenues (the "Series 2018B Pledged Revenues") derived from short term special assessments (the "Series 2018B Special Assessments" and, together with the Series 2018A Special Assessments, the "Phase III Special Assessments") imposed, levied and collected by the District with respect to all assessable property within Phase III of the Development that is specially benefitted by the Phase III Project, which, together with the Funds and Accounts (except for the Series 2018B Rebate Account) established under the Fourth Supplemental Indenture (the "Series 2018B Pledged Funds and Accounts") will comprise the Series 2018B Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" herein.

The Series 2018A Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. The Series 2018B Bonds are subject to extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. The Series 2018B Bonds are not subject to optional redemption. See "DESCRIPTION OF THE SERIES 2018 BONDS - Redemption Provisions" herein.

THE SERIES 2018A BONDS ARE LIMITED LONG-TERM OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018A TRUST ESTATE PLEDGED THEREFOR UNDER THE THIRD SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE THIRD SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2018A SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A BONDS. THE SERIES 2018A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE SERIES 2018B BONDS ARE LIMITED SHORT-TERM OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018B TRUST ESTATE PLEDGED THEREFOR UNDER THE FOURTH SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE

SERIES 2018B BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE FOURTH SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2018B SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018B BONDS. THE SERIES 2018B BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2018 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018 Bonds. The Series 2018 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2018 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2018 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The sale of the Series 2018 Bonds to the initial purchasers is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2018 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida. Certain legal matters will be passed upon by Greenberg Traurig, P.A., Orlando, Florida, as Disclosure Counsel. It is expected that the Series 2018 Bonds will be delivered in book-entry only form through the facilities of DTC on or about December [___], 2018.

MBS Capital Markets, LLC

Dated: December [___], 2018

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND
INITIAL CUSIP NOS.**

\$[_____] ^{*}
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2018A

**\$[_____] ^{*} - [_____] % Series 2018A Term Bond due May 1, 20[____], Yield [____] %, Price
[_____] CUSIP No. [_____] [†]**

\$[_____] ^{*}
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2018B

\$[_____] ^{*} Series 2018B Serial Bond

Maturity (May 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No. [†]
	\$	%	%		

^{*} Preliminary; subject to change.

[†] CUSIP numbers have been assigned to the Series 2018 Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2018 Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

James (Glen) Marvin, Chairman
[____], Vice Chairman
Scott Campbell, Assistant Secretary
[____], Assistant Secretary
Deborah Malloch, Assistant Secretary

DISTRICT MANAGER/ASSESSMENT METHODOLOGY CONSULTANT

Governmental Management Services, LLC
St. Augustine, Florida

DISTRICT COUNSEL

Hopping Green & Sams, P.A.
Tallahassee, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
Orlando, Florida

DISCLOSURE COUNSEL

Greenberg Traurig, P.A.
Orlando, Florida

DISTRICT ENGINEER

McCranie & Associates, Inc.
Fernandina Beach, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT OR THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2018 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE SERIES 2018 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OBTAINED FROM PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE DISTRICT AND THE UNDERWRITER TO BE RELIABLE. THE UNDERWRITER DOES NOT, HOWEVER, GUARANTY THE ACCURACY OR COMPLETENESS OF THIS INFORMATION AND SUCH INFORMATION IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE DEVELOPMENT OR THE DEVELOPER SINCE THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2018 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2018 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") NOR HAS THE 2018 INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2018 BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY BE REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, WILL

HAVE PASSED UPON THE MERITS OF THE SERIES 2018 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "INTENDS," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE DEVELOPER NOR THE DISTRICT PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS LIMITED OFFERING MEMORANDUM ARE FOR CONVENIENCE OR REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OR ANY PROVISIONS OR SECTION IN THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE DISTRICT'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT THE DISTRICT, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART

OF, THIS OFFICIAL STATEMENT FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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LIMITED OFFERING MEMORANDUM

\$[_____] ^{*}
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2018A

and

\$[_____] ^{*}
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2018B

INTRODUCTION

General

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page, and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Amelia Concourse Community Development District (the "District" or "Issuer") of its \$[_____] ^{*} Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds"), and \$[_____] Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and, together with the Series 2018A Bonds, the "Series 2018 Bonds").

This introduction is not a summary of this Limited Offering Memorandum and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in the entire Limited Offering Memorandum, including the cover page and the appendices attached hereto, and the documents summarized or described herein. A full review should be made of the entire Limited Offering Memorandum and of the documents summarized or described herein, if necessary. The offering of the Series 2018 Bonds to potential investors is made only by means of the entire Limited Offering Memorandum, including the appendices attached hereto. No person is authorized to detach this Introduction from the Limited Offering Memorandum or to otherwise use it without the entire Limited Offering Memorandum including the appendices attached hereto.

All capitalized terms used herein and not otherwise expressly defined herein shall have the respective meanings set forth in the hereinafter defined 2018 Indenture. See "APPENDIX A – COPY OF THE MASTER INDENTURE, AND FORMS OF THE THIRD

^{*} Preliminary; subject to change.

SUPPLEMENTAL INDENTURE AND THE FOURTH SUPPLEMENTAL INDENTURE" attached hereto.

The District

The District is a local unit of special-purpose government of the State of Florida (the "State"), duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 2006-58 enacted by the Board of County Commissioners of Nassau County, Florida (the "County") on July 10, 2006. The District was established for the purpose of, among other things, financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the land to be governed by the District and related professional fees and other costs. For more complete information about the District, the Board and the District Manager, see "THE DISTRICT" herein.

The District encompasses approximately 200 acres located within the unincorporated area of the eastern part of the County approximately half-way between I-95 and the Intercoastal Waterway. Construction of the Phase III Project (as hereinafter defined) will commence in [____, 2019]. See "THE DEVELOPMENT" and "THE PHASE III PROJECT" herein.

Authority for Issuance

The Series 2018 Bonds are being issued by the District pursuant to the Act, and Resolution No. 2007-13 adopted by the Board of Supervisors of the District (the "Board") on November 9, 2006, as supplemented by Resolution No. 2019-[____], adopted by the Board on November 27, 2018 (collectively, the "Resolution"), and a Master Trust Indenture, dated as of July 1, 2007, as previously supplemented (the "Master Indenture"), and particularly as supplemented and amended by, that certain Third Supplemental Trust Indenture, dated as of December 1, 2018 (the "Third Supplemental Indenture") with respect to the Series 2018A Bonds, and that certain Fourth Supplemental Trust Indenture, dated as of December 1, 2018 (the "Fourth Supplemental Indenture" and, together with the Master Indenture and the Third Supplemental Indenture, the "2018 Indenture") with respect to the Series 2018B Bonds, each by and between the District and U.S. Bank National Association as trustee (the "Trustee").

Description of the Series 2018 Bonds

The Series 2018 Bonds will bear interest at the fixed rates as set forth on the inside front cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing May 1, 2019. See "DESCRIPTION OF THE SERIES 2018 BONDS" herein. The Series 2018 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2018 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2018 Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to the DTC's Direct Participants (as hereinafter defined) is the responsibility of

DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC's Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2018 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2018 Bond. See "BOOK-ENTRY ONLY SYSTEM" herein.

Purpose of the Series 2018 Bonds

Proceeds of the Series 2018 Bonds will be applied to: (a) pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Phase III Project; (b) make a deposit to the Series 2018A Reserve Account with respect to the Series 2018A Bonds; (c) make a deposit to the Series 2018B Reserve Account with respect to the Series 2018B Bonds; (d) pay a portion of the interest coming due on the Series 2018 Bonds; and (d) pay certain costs of issuance in respect of the Series 2018 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PHASE III PROJECT" herein.

Security and Sources of Payment for the Series 2018 Bonds

The Series 2018A Bonds will be payable from and secured by revenues (the "Series 2018A Pledged Revenues") derived from long-term special assessments (the "Series 2018A Special Assessments") imposed, levied and collected by the District with respect to the assessable 172 undeveloped lots in the Development ("Phase III") that are specially benefitted by the Phase III Project, which, together with the Funds and Accounts (except for the Series 2018A Rebate Account) established under the Third Supplemental Indenture (the "Series 2018A Pledged Funds and Accounts") will comprise the Series 2018A Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture. The Series 2018B Bonds will be payable from and secured by revenues (the "Series 2018B Pledged Revenues") derived from short term special assessments (the "Series 2018B Special Assessments" and, together with the Series 2018A Special Assessments, the "Phase III Special Assessments") imposed, levied and collected by the District with respect to all assessable property within Phase III of the Development (as hereinafter defined) that is specially benefitted by the Phase III Project, which, together with the Funds and Accounts (except for the Series 2018B Rebate Account) established under the Fourth Supplemental Indenture (the "Series 2018B Pledged Funds and Accounts") will comprise the Series 2018B Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" herein.

THE SERIES 2018A BONDS ARE LIMITED LONG-TERM OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018A TRUST ESTATE PLEDGED THEREFOR UNDER THE THIRD SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE THIRD SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2018A SPECIAL

ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A BONDS. THE SERIES 2018A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE SERIES 2018B BONDS ARE LIMITED SHORT-TERM OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018B TRUST ESTATE PLEDGED THEREFOR UNDER THE FOURTH SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018B BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE FOURTH SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED FOR COLLECTION, SERIES 2018B SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018B BONDS.

Continuing Disclosure

In order to assist the Underwriter (as hereinafter defined) in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), simultaneously with the issuance of the Series 2018 Bonds, the District and DFH Amelia, LLC in its capacity as owner of the assessable land in Phase III (the "Developer") will enter into the Disclosure Agreement (as hereinafter defined) with [____], as initial dissemination agent, under which the District and the Developer will provide continuing disclosure with respect to the Series 2018 Bonds. See "CONTINUING DISCLOSURE" herein and "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto for more information regarding the Continuing Disclosure Agreement and the information to be provided.

Other Information

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

This Limited Offering Memorandum and the appendices attached hereto contain brief descriptions of, among other matters, the Series 2018 Bonds, the security and sources of payment for the Series 2018 Bonds, the District, the Developer, the Development, the Phase III Project, the Phase III Special Assessments, the 2018 Indenture, the Engineer's Report (as hereinafter defined), the Assessment Methodology Report (as hereinafter defined), the Disclosure Agreement, and certain provisions of the Act. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Act, the 2018 Indenture, the Engineer's Report, the Assessment Methodology Report, the Disclosure Agreement and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and all references to the Series 2018 Bonds are qualified in their entirety to the definitive form thereof included in the 2018 Indenture. A copy of the forms of the 2018 Indenture and the Disclosure Agreement are attached hereto as

Appendix A and Appendix E, respectively. Copies of the Engineer's Report and the Assessment Methodology Report are attached hereto as Appendix C and Appendix D, respectively. Other relevant documents and information are available, upon written request and payment of a charge for copying, mailing and handling, from the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5840.

DESCRIPTION OF THE SERIES 2018 BONDS

General Description

The Series 2018 Bonds will be dated the date of delivery and will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the inside cover page of this Limited Offering Memorandum. Interest on the Series 2018 Bonds will be payable semi-annually on each May 1 and November 1, commencing May 1, 2019, until maturity or prior redemption. U.S. Bank National Association is the initial Trustee, Paying Agent and Registrar for the Series 2018 Bonds.

The Series 2018 Bonds will be issued only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof; provided that the Series 2018 Bonds will be delivered to the initial purchasers in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof.

Upon initial issuance, the ownership of the Series 2018 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Series 2018 Bonds will be made in book-entry only form. The Series 2018 Bonds will initially be offered and sold only to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2018 Bonds. See "BOOK-ENTRY ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT" herein.

Redemption Provisions

Series 2018A Bonds

Optional Redemption. The Series 2018A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part at any time on or after **[May 1, 2031]** (less than all Series 2018A Bonds to be selected by lot) at the Redemption Price of par together with accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2018A Bonds are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A Sinking Fund Account established under the Third Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>	<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$		\$

*

* Final Maturity

As more particularly set forth in the Third Supplemental Indenture, any Series 2018A Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2018A Bonds.

Installments are also subject to recalculation, as provided in the Third Supplemental Indenture, as the result of the redemption of Series 2018A Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2018A Bonds as set forth in the Third Supplemental Indenture.

Extraordinary Mandatory Redemption. The Series 2018A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the Phase III Project, by application of moneys transferred from the Series 2018A Acquisition and Construction Account to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account in accordance with the terms of the Third Supplemental Indenture; or
- (b) from Prepayments of Series 2018A Special Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or
- (c) from amounts transferred to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account.

Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2018A Acquisition and Construction Fund which are to be deposited into the Series 2018A Prepayment Subaccount in the Series 2018A Redemption Account in accordance with the Third Supplemental Indenture shall be deposited into the Series 2018A Prepayment Account in the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A Bonds.

Series 2018B Bonds

Optional Redemption. The Series 2018B Bonds **not** subject to optional redemption.

Extraordinary Mandatory Redemption. The Series 2018A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Phase III Project, by application of moneys transferred from the Series 2018B Acquisition and Construction Account to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account in accordance with the terms of the Fourth Supplemental Indenture; or

(b) from Prepayments of Series 2018B Special Assessments deposited into the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account; or

(c) from amounts transferred to the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account resulting from a reduction in the Series 2018B Reserve Account Requirement as provided for in the Fourth Supplemental Indenture, and, on the date on which the amount on deposit in the Series 2018B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018B Bonds then Outstanding, including accrued interest thereon.

Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2018B Acquisition and Construction Fund which are to be deposited into a Series 2018B Prepayment Subaccount in the 2018B Redemption Account in accordance with the Fourth Supplemental Indenture shall be deposited into the Series 2018B Prepayment Account in the Series 2018B Redemption Account and applied to the extraordinary mandatory redemption of Series 2018B Bonds.

Partial Redemption of Bonds

If less than all of the Series 2018 Bonds of a Series shall be called for redemption, the particular Series 2018 Bonds or portions of Series 2018 Bonds of a Series to be redeemed shall be selected by lot by the Registrar as provided in the 2018 Indenture.

Notice of Redemption

Notice of each redemption of Series 2018 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Quarterly Redemption Date to each registered Owner of Series 2018 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2018 Indenture, the Series 2018 Bonds or such portions thereof so called for redemption shall become

and be due and payable at the Redemption Price provided for the redemption of such Series 2018 Bonds or such portions thereof on such date, interest on such Series 2018 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2018 Indenture and the Owners thereof shall have no rights in respect of such Series 2018 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the 2018 Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

BOOK-ENTRY ONLY SYSTEM

The information in this caption concerning The Depository Trust Company, New York, New York, ("DTC") and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information. DTC will act as securities depository for the Series 2018 Bonds. The Series 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2018 Bond certificate will be issued for each maturity of the Series 2018 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2018 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018 Bonds, except in the event that use of the book-entry system for the Series 2018 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2018 Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2018 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2018 Bond documents. For example, Beneficial Owners of Series 2018 Bonds may wish to ascertain that the nominee holding the Series 2018 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2018 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2018 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2018 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system information has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2018 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2018 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS

General

THE SERIES 2018A BONDS ARE LIMITED LONG-TERM OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018A TRUST ESTATE PLEDGED

THEREFOR UNDER THE THIRD SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE THIRD SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2018A SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A BONDS. THE SERIES 2018A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE SERIES 2018B BONDS ARE LIMITED SHORT-TERM OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018B TRUST ESTATE PLEDGED THEREFORE UNDER THE FOURTH SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018B BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE FOURTH SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2018B SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018B BONDS. THE SERIES 2018B BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The primary source of payment for the Series 2018A Bonds are the revenues derived by the District from the long-term Series 2018A Special Assessments imposed, levied and collected, pursuant to the assessment proceedings, on each assessable parcel of land within Phase III of the Development that will be specially benefitted by the Phase III Project as provided in the Assessment Methodology Report attached hereto as Appendix D (the "Phase III Assessment Area"). See "THE DEVELOPMENT" herein. The principal of, premium, if any, and interest on the Series 2018A Bonds are equally and ratably secured under the Third Supplemental Indenture by a first lien upon and pledge of the Series 2018A Trust Estate which with respect to the Series 2018A Bonds means the Series 2018A Special Assessments imposed, levied and collected by the District with respect to the Phase III Assessment Area, which, together with the Series 2018A Pledged Funds and Accounts will comprise the Series 2018A Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture.

The primary source of payment for the Series 2018B Bonds are the revenues derived by the District from the short-term Series 2018B Special Assessments imposed, levied and collected, pursuant to the assessment proceedings, on each assessable parcel of land within the Phase III Assessment Area. See "THE DEVELOPMENT" herein. The principal of, premium, if any, and interest on the Series 2018B Bonds are equally and ratably secured under the Fourth Supplemental Indenture by a first lien upon and pledge of the Series 2018B Trust Estate which

with respect to the Series 2018B Bonds means the Series 2018B Special Assessments imposed, levied and collected by the District with respect to the Phase III Assessment Area, which, together with the Series 2018B Pledged Funds and Accounts will comprise the Series 2018B Trust Estate, which shall constitute a "Series Trust Estate" as defined in the Master Indenture.

"Assessments" is defined in the Master Indenture as all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170 Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

The District has covenanted in its Third Supplemental Indenture that it shall levy Assessments in the amount necessary to pay the Debt Service Requirement on the Series 2018A Bonds and enforce such Special Assessments pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable. The District has covenanted in its Fourth Supplemental Indenture that it shall levy Special Assessments in the amount necessary to pay the Debt Service Requirement on the Series 2018B Bonds and enforce such Special Assessments pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable.

The District has covenanted that it shall immediately upon receipt deposit with the Trustee all Series 2018A Special Assessments received by the District for the payment of the Series 2018A Bonds into the Series 2018A Revenue Account; provided, however, that amounts received as prepayments of Series 2018A Special Assessments and any amounts received under a "true-up" or similar agreement shall be deposited directly into the Series 2018A Prepayment Account. The District has covenanted that it shall immediately upon receipt deposit with the Trustee all Series 2018B Special Assessments received by the District for the payment of the Series 2018B Bonds into the Series 2018B Revenue Account; provided, however, that amounts received as prepayments of Series 2018B Special Assessments and any amounts received under a "true-up" or similar agreement shall be deposited directly into the Series 2018B Prepayment Account.

The Series 2018A Special Assessments are immediately subject to the lien and pledge of the Third Supplemental Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Third Supplemental Indenture shall not apply to any moneys transferred by the Trustee to the Series 2018A Rebate Fund. The Series 2018B Special Assessments are immediately subject to the lien and pledge of the Fourth Supplemental Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Fourth Supplemental Indenture shall not apply to any moneys transferred by the Trustee to the Series 2018B Rebate Fund.

Non-ad valorem assessments, like the Phase III Special Assessments, are not based on millage and can become a lien against the homestead as permitted in Section 4, Article X of the

Florida State Constitution. Phase III Special Assessments also consist of amounts received from any foreclosure or other court proceeding for the enforcement of collection of the Series 2018A Special Assessments and Series 2018B Special Assessments, as applicable, or from the issuance and sale of tax certificates with respect to such Phase III Special Assessments, less the fees and costs of collection thereof payable to the Tax Collector of the County as applicable, or other collection agent and less certain administrative costs payable to the Property Appraiser of the County.

If any Phase III Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Phase III Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Phase III Special Assessment when it might have done so, the District shall either (a) take all necessary steps to cause new Series 2018A Special Assessments or Series 2018B Special Assessments to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (b) in its sole discretion, make up the amount of such Phase III Special Assessments from any legally available moneys, which moneys shall be deposited into the Series 2018A Revenue Account or Series 2018B Revenue Account. In case such second Phase III Special Assessments shall be annulled, the District shall obtain and make other Phase III Special Assessments until valid Assessments shall be made.

Developer Prepayment Waiver

Pursuant to Florida law, the owner of property subject to the Phase III Special Assessments may pay the entire balance of the Phase III Special Assessments used to finance the Phase III Project remaining due within 30 days after the Phase III Project has been completed and the Board has adopted a resolution accepting the Phase III Project as provided by Section 170.09, Florida Statutes, as amended, without interest. The Developer will waive this right in writing prior to closing.

Additional Covenant Regarding Special Assessments

In addition, and not in limitation of, the covenants contained elsewhere in the 2018 Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Phase III Special Assessments, including the Assessment Methodology Report, and to levy the Phase III Special Assessments and required true-up payments set forth in the Assessment Methodology Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018 Bonds, when due.

No Parity Bonds; Limitation on Parity Liens

The District covenants not to issue any other Series of Bonds or other debt obligations secured by the Phase III Special Assessments levied against the assessable lands within the District. Such covenant shall not prohibit the District from issuing refunding Bonds. In addition, the District covenants not to issue any other Series of Bonds or other debt obligations secured by Special Assessments on assessable lands within Phase III of the District for any capital project until the Phase III Special Assessment, respectively, are Substantially Absorbed (as defined

herein). The District shall present the Trustee with a certification that the applicable Phase III Special Assessments are Substantially Absorbed, and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the applicable Phase III Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the relevant assessments have not been Substantially Absorbed. Nothing herein shall restrict the District from issuing additional Series of Bonds or other debt obligations for the purpose of financing capital improvements specially benefitting District lands outside of Phase III, provided that such additional Series of Bonds or other debt obligations are not secured by Special Assessments levied on lands in Phase III.

"Substantially Absorbed" is defined in the Third Supplemental Indenture with respect to the Series 2018A Bonds, and the Fourth Supplemental Indenture with respect to the Series 2018B Bonds, to mean when ninety percent (90%) of the principal portion of the Series 2018A Special Assessments or Series 2018B Special Assessments, as applicable, have been assigned to residential units within Phase III that have received certificates of occupancy.

Notably, the District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Phase III Special Assessments without the consent of the Owners of the Series 2018 Bonds. Additionally, the District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Phase III Special Assessments, on the same lands upon which the Phase III Special Assessments are imposed, to fund the maintenance and operation of the District. See "BONDOWNERS' RISKS" herein.

Reserve Accounts

Series 2018A Reserve Account. The Series 2018A Reserve Account is held by the Trustee. Upon the issuance of the Series 2018A Bonds, proceeds of the Series 2018A Bonds shall be deposited into the Series 2018A Reserve Account in an amount equal to 50% of the maximum annual debt service requirement for the Series 2018A Bonds, which amount initially equals \$[_____].

Amounts on deposit in the Series 2018A Reserve Account shall be used only for the purpose of making payments into the Series 2018A Interest Account and the Series 2018A Sinking Fund Account to pay Debt Service on the Series 2018A Bonds, when due, without distinction as to Series 2018A Bonds and without privilege or priority of one Series 2018A Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose, except as specified in the Third Supplemental Indenture. Such Account shall consist only of cash and Series 2018A Investment Obligations.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2018A Reserve Account and transfer any excess therein above the Series 2018A Reserve Account Requirement caused by investment earnings to the Series 2018A Revenue Account in accordance with the Third Supplemental Indenture.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), in the event of a prepayment of Series 2018A Special Assessments in accordance with the Third Supplemental Indenture, the Trustee shall recalculate the Series 2018A Reserve Account Requirement taking into account the amount of Series 2018A Bonds that will be outstanding as a result of such prepayment of Series 2018A Special Assessments, and cause the amount on deposit in the Series 2018A Reserve Account in excess of the Series 2018A Reserve Account Requirement to be transferred to the Series 2018A Prepayment Subaccount to be applied toward the extraordinary redemption of Series 2018A Bonds in accordance with the Third Supplemental Indenture, as a credit against the Series 2018A Prepayment Principal otherwise required to be made by the owner of such property subject to the Series 2018A Special Assessments.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2018A Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2018A Bonds to the Series 2018A Redemption Subaccount, if as a result of the application of the provisions relating to an Event of Default under the Master Indenture, the proceeds received from lands sold subject to the Series 2018A Special Assessments and applied to redeem a portion of the Series 2018A Bonds is less than the principal amount of Series 2018A Bonds indebtedness attributable to such lands.

Series 2018B Reserve Account. The Series 2018B Reserve Account is held by the Trustee. Upon the issuance of the Series 2018B Bonds, proceeds of the Series 2018B Bonds shall be deposited into the Series 2018B Reserve Account in an amount equal to 50% of the annual interest requirement for the Series 2018B Bonds, which amount initially equals \$[_____].

Amounts on deposit in the Series 2018B Reserve Account shall be used only for the purpose of making payments into the Series 2018B Interest Account and the Series 2018B Principal Account to pay Debt Service on the Series 2018B Bonds, when due, without distinction as to Series 2018B Bonds and without privilege or priority of one Series 2018B Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose, except as specified in the Fourth Supplemental Indenture. Such Account shall consist only of cash and Series 2018B Investment Obligations.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2018B Reserve Account and transfer any excess therein above the Series 2018B Reserve Account Requirement caused by investment earnings to the Series 2018B Revenue Account in accordance with the Fourth Supplemental Indenture.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), in accordance with the Fourth Supplemental Indenture, the Trustee, subject however to the Fourth Supplemental Indenture, shall recalculate the Series 2018B Reserve Account Requirement taking into account the amount of Series 2018B Bonds that will be outstanding as a result of such prepayment of Series 2018B Special Assessments, and cause the amount on deposit in the Series 2018B Reserve Account in excess of the Series 2018B Reserve Account

Requirement to be transferred to the Series 2018B Prepayment Subaccount to be applied toward the extraordinary redemption of Series 2018B Bonds in accordance with the Fourth Supplemental Indenture, as a credit against the Series 2018B Prepayment Principal otherwise required to be made by the owner of such property subject to Series 2018B Special Assessments.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2018B Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2018B Bonds to the Series 2018B Redemption Subaccount, if as a result of the application of the provisions relating to an Event of Default under the Master Indenture, the proceeds received from lands sold subject to the Series 2018B Special Assessments and applied to redeem a portion of the Series 2018B Bonds is less than the principal amount of Series 2018B Bonds indebtedness attributable to such lands.

Revenue Accounts

Series 2018A Revenue Accounts. On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May for November 1), the Trustee will first transfer from the Series 2018A Capitalized Interest Account to the Series 2018A Interest Account the lesser of (x) the amount of interest coming due on the Series 2018A Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2018A Capitalized Interest Account. The Trustee will then transfer amounts on deposit in the Series 2018A Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2018A Revenue Account to the Series 2018A Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2018A Bonds then Outstanding on such May 1 or November 1 less any amount transferred from the Series 2018A Capitalized Interest Account in accordance with the Third Supplemental Indenture, and less any other amount already on deposit in the Series 2018A Interest Account not previously credited;

SECOND, to the 2018A Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2018A Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the 2018A Sinking Fund Account not previously credited;

THIRD, to the Series 2018A Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A Reserve Account Requirement with respect to the Series 2018A Bonds; and

FOURTH, the balance shall be retained in the Series 2018A Revenue Account.

Anything in the Third Supplemental Indenture to the contrary notwithstanding, it shall not constitute an Event of Default under the Third Supplemental Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

Series 2018B Revenue Account. On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May for November 1),

the Trustee shall first transfer from the Series 2018B Capitalized Interest Account to the Series 2018B Interest Account the lesser of (x) the amount of interest coming due on the Series 2018B Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2018B Capitalized Interest Account. The Trustee shall then transfer amounts on deposit in the Series 2018B Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2018B Revenue Account to the Series 2018B Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2018B Bonds then Outstanding on such May 1 or November 1 less any amount transferred from the Series 2018B Capitalized Interest Account in accordance with the Fourth Supplemental Indenture and less any other amount already on deposit in the Series 2018B Interest Account not previously credited;

SECOND, from the Series 2018B Revenue Account to the Series 2018B Principal Account of the Debt Service Fund, an amount equal to the amount of Outstanding principal due on the Series 2018B Bonds coming due on May 1, 20[___], less any amount previously credited to the Series 2018B Principal Account;

THIRD, to the Series 2018B Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018B Reserve Account Requirement with respect to the Series 2018B Bonds; and

FOURTH, the balance shall be retained in the Series 2018B Revenue Account.

Anything in the Fourth Supplemental Indenture contrary notwithstanding, it shall not constitute an Event of Default pursuant to the Fourth Supplemental Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

Redemption Account

Series 2018A Redemption Account. Pursuant to the Third Supplemental Indenture, moneys representing Prepayments on deposit in the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account to the full extent of a multiple of an Authorized Denomination shall unless otherwise provided in the Third Supplemental Indenture, be used by the Trustee to redeem the Series 2018A Bonds on the earliest date on which the Series 2018A Bonds are permitted to be called, without payment of premium, by the terms of the Third Supplemental Indenture (including extraordinary mandatory redemption). Such redemption shall be made pursuant to the provisions of the Third Supplemental Indenture. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in the Series 2018A Redemption Account as provided in the Third Supplemental Indenture.

See "DESCRIPTION OF THE SERIES 2018 BONDS - Redemption Provisions" herein.

Series 2018B Redemption Account. Pursuant to the Fourth Supplemental Indenture, moneys representing Prepayments on deposit in the Series 2018B Prepayment Subaccount of the Series 2018B Redemption Account to the full extent of a multiple of an Authorized

Denomination shall unless otherwise provided in the Fourth Supplemental Indenture, be used by the Trustee to redeem the Series 2018B Bonds on the earliest date on which the Series 2018B Bonds are permitted to be called, without payment of premium, by the terms of the Fourth Supplemental Indenture (including extraordinary or extraordinary mandatory redemption). Such redemption shall be made pursuant to the provisions of the Fourth Supplemental Indenture. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in the Series 2018B Redemption Account as provided in the Fourth Supplemental Indenture.

See "DESCRIPTION OF THE SERIES 2018 BONDS - Redemption Provisions" herein.

Acquisition and Construction Account

Series 2018A Acquisition and Construction Account. Amounts on deposit in the Series 2018A Acquisition and Construction Account will be applied to pay costs of constructing and acquiring the Phase III Project upon compliance with the requisition provisions set forth in the Third Supplemental Indenture. After the Date of Completion of the Phase III Project any amounts remaining in the Series 2018A Acquisition and Construction Account, shall be applied in accordance with the Third Supplemental Indenture to the extraordinary mandatory redemption of Series 2018A Bonds.

Anything in the Third Supplemental Indenture to the contrary notwithstanding, when appropriate the Consulting Engineer will establish a Date of Completion for the Phase III Project, and any balance remaining in the Series 2018A Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid costs of the Phase III Project which are required to be reserved in the Series 2018A Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), will be deposited in the Series 2018A Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2018A Bonds.

Anything in the Third Supplemental Indenture to the contrary notwithstanding, upon the occurrence of an Event of Default with respect to the Series 2018A Bonds, (a) the Series 2018A Trust Estate includes, without limitation, all amounts on deposit in the Series 2018A Acquisition and Construction Account then held by the Trustee, (b) the Series 2018A Trust Estate may not be used by the District (whether to pay costs of either the Phase III Project or otherwise) without the consent of the Majority Owners and (c) the Series 2018A Trust Estate may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Third Supplemental Indenture.

Series 2018B Acquisition and Construction Account. Amounts on deposit in the Series 2018B Acquisition and Construction Account will be applied to pay costs of constructing and acquiring the Phase III Project upon compliance with the requisition provisions set forth in the Fourth Supplemental Indenture. After the Date of Completion of the Phase III Project any amounts remaining in the Series 2018B Acquisition and Construction Account, shall be applied in accordance with the Fourth Supplemental Indenture to the extraordinary mandatory redemption of Series 2018B Bonds.

Anything in the Fourth Supplemental Indenture to the contrary notwithstanding, when appropriate the Consulting Engineer will establish a Date of Completion for the Phase III Project, and any balance remaining in the Series 2018B Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid costs of the Phase III Project which are required to be reserved in the Series 2018B Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), will be deposited in the Series 2018B Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2018B Bonds.

Anything in the Fourth Supplemental Indenture to the contrary notwithstanding, upon the occurrence of an Event of Default with respect to the Series 2018B Bonds, (a) the Series 2018B Trust Estate includes, without limitation, all amounts on deposit in the Series 2018B Acquisition and Construction Account then held by the Trustee, (b) the Series 2018B Trust Estate may not be used by the District (whether to pay costs of either the Phase III Project or otherwise) without the consent of the Majority Owners and (c) the Series 2018B Trust Estate may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Fourth Supplemental Indenture.

Collateral Assignment

In connection with the issuance of the Series 2018 Bonds, the District and the Developer will enter into a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"). Pursuant to the Collateral Assignment, the Developer represents, among other matters, that it controls or will control certain permits and entitlements specific to Phase III of the Development. Upon the occurrence of an Event of Default, as defined in the Collateral Assignment, the District shall have the right but not the obligation to exercise all of the Developer's rights and contract rights related to the development of Phase III subject to the Phase III Special Assessments now or hereafter existing (the "Development & Contract Rights"). The Collateral Assignment shall not apply to the extent that such Development & Contract Rights have been assigned, transferred, or otherwise conveyed to the County, the District, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity, as may be required by applicable permits, approvals, plats, entitlements or regulations or to the extent a Unit Parcel is conveyed to an end user. The Collateral Assignment runs with the land in the Development subject to the Phase III Special Assessments. Pursuant to the 2018 Indenture, the District will assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2018 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment. A complete copy of the Collateral Assignment may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

Completion Agreement

In connection with the issuance of the Series 2018 Bonds, the District and the Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Developer will agree to provide funds deposited simultaneously with the issuance of the Series 2018 Bonds and held in escrow to be used to complete that portion of the Phase III Project not funded with proceeds of the Series 2018 Bonds. See "THE PHASE III PROJECT" herein. Remedies for a

default under the Completion Agreement include damages and/or specific performance. A complete copy of the Completion Agreement may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

True-Up Agreement

In connection with the issuance of the Series 2018 Bonds, the District and the Developer will enter into an agreement (the "True-Up Agreement") pursuant to which the Developer agrees to pay when requested by the District an amount of the Phase III Special Assessments equal to the net difference resulting from a density reduction due to the Developer's failure to develop (or cause others to not develop) sufficient development units in all or a portion of the Phase III Assessment Area as described in the Assessment Methodology Report to allow the District to collect sufficient Phase III Special Assessments to meet its debt service obligations with respect to the Series 2018 Bonds, or the Developer otherwise finalizes a plat of all or a portion of the Phase III Assessment Area in a manner which reduces, or will have the effect of reducing, the number and type of development units within all or a portion of the Phase III Assessment Area as contemplated by, and in accordance with, the Assessment Methodology Report. A complete copy of the True-Up Agreement may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

Indenture Provisions Relating to Bankruptcy or Insolvency of Developer

Any Series 2018 Bonds secured by and payable from the Phase III Special Assessments levied against property owned by any Insolvent Taxpayer (as hereinafter defined) are collectively referred to herein as the "Affected Bonds" and the Phase III Special Assessments levied against any Insolvent Taxpayer's property and pledged under the Third Supplemental Indenture as security for the Series 2018A Affected Bonds, and pledged under the Fourth Supplemental Indenture as security for the Series 2018B Affected Bonds which are collectively referred to herein as the "Affected Special Assessments."

The 2018 Indenture contains the following provisions which, pursuant to the 2018 Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District agreed that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The District acknowledged and agreed that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate

financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District agreed that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the 2018 Indenture; (b) the District agreed that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the 2018 Indenture that is inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (a) to file a proof of claim with respect to the Affected Special Assessments, (b) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (c) to defend any objection filed to said proof of claim.

Events of Default and Remedies

The 2018 Indenture provides that each of the following shall be an "Event of Default" under the 2018 Indenture, with respect to the Series 2018 Bonds:

- (a) Any payment of Debt Service of the Series 2018 Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations under the Third Supplemental Indenture relating to the Series 2018A Bonds;
- (c) The District shall for any reason be rendered incapable of fulfilling its obligations under the Fourth Supplemental Indenture relating to the Series 2018B Bonds;

(d) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Phase III Project;

(e) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof;

(f) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(g) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control;

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2018A Bonds or in the Third Supplemental Indenture or the Master Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2018A Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for 30 days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than 10% in aggregate principal amount of the Series 2018A Bonds then Outstanding and affected by such default;

(i) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2018B Bonds or in the Fourth Supplemental Indenture or the Master Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2018B Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for 30 days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than 10% in aggregate principal amount of the Series 2018B Bonds then Outstanding and affected by such default;

(j) if at any time the amount in the Series 2018A Reserve Account is less than the Series 2018A Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2018A Bonds and such amount has not been restored within 90 days of such withdrawal;

(k) any portion of the Series 2018A Special Assessments shall have become delinquent, as described in the Master Indenture, and after realization of proceeds from the sale of tax certificates and tax deeds pursuant to the Master Indenture, and the terms of the Third Supplemental Indenture require the Trustee to withdraw funds from the Series 2018A Reserve Account to pay debt service on the Series 2018A Bonds, (regardless of whether the Trustee does or does not, per the direction of the Holders of a majority in aggregate principal amount of the Series 2018A Bonds, actually withdraw such funds from the Series 2018A Reserve Account to pay debt service on the Series 2018A Bonds);

(l) if at any time the amount in the Series 2018B Reserve Account is less than the Series 2018B Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2018B Bonds and such amount has not been restored within 90 days of such withdrawal; or

(m) any portion of the Series 2018B Special Assessments shall have become delinquent, as described in the Master Indenture, and after realization of proceeds from the sale of tax certificates and tax deeds pursuant to the Master Indenture, and the terms of the Fourth Supplemental Indenture require the Trustee to withdraw funds from the Series 2018B Reserve Account to pay debt service on the Series 2018B Bonds, (regardless of whether the Trustee does or does not, per the direction of the Holders of a majority in aggregate principal amount of the Series 2018B Bonds, actually withdraw such funds from the Series 2018B Reserve Account to pay debt service on the Series 2018B Bonds).

Upon an event of default set forth in (a) through (h), (j) and (k) above as they relate to the Series 2018A Bonds and (a) through (g), (i), (l), and (m) above as they relate to the Series 2018B Bonds, the Trustee shall, upon written direction of the Owners of not less than 51% of the aggregate principal amount of the applicable Series of Series 2018 Bonds then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the applicable Series of Series 2018 Bonds then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Series of Series 2018 Bonds or in the 2018 Indenture authorizing such Series of Series 2018 Bonds to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur as the result of an Event of Default specified in the 2018 Indenture in the case of the applicable Series of Series 2018 Bonds secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the applicable Series of Series 2018 Bonds then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the 2018 Indenture, moneys shall have accumulated in the Series 2018A Revenue Account or the Series 2018B Revenue Account, as applicable sufficient to pay the principal of all matured Series 2018 Bonds, respectively, and all arrears of interest, if any, upon all applicable Series of Series 2018 Bonds then Outstanding (except the aggregate principal amount of any Series of Series 2018 Bonds then Outstanding that is only due because of a declaration under the 2018 Indenture, and except for the interest accrued on the applicable Series of Series 2018 Bonds since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum

sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the applicable Series of Series 2018 Bonds then Outstanding that is due only because of a declaration under the 2018 Indenture) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Owners of not less than 51% of the aggregate principal amount of the applicable Series of Series 2018 Bonds then Outstanding not then due except by virtue of a declaration under the 2018 Indenture, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Upon the happening and continuance of any Event of Default specified in the 2018 Indenture with respect to the applicable Series of Series 2018 Bonds, the Trustee may protect and enforce the rights of the Owners of the applicable Series of Series 2018 Bonds under Florida law, and the 2018 Indenture and the applicable Series of Series 2018 Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the 2018 Indenture or in aid or execution of any power in the 2018 Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee or the Owners of the applicable Series of Series 2018 Bonds, as the case may be, shall deem most effectual to protect and enforce such rights. See "APPENDIX A – COPY OF THE MASTER INDENTURE AND FORMS OF THE THIRD SUPPLEMENTAL INDENTURE AND THE FOURTH SUPPLEMENTAL INDENTURE" attached hereto for more information regarding remedies upon an Event of Default.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2018A Bonds is the collection of Series 2018A Special Assessments imposed on the Phase III Assessment Area specially benefited by the Phase III Project pursuant to the Assessment Proceedings. The primary source of payment for the Series 2018B Bonds is the collection of Series 2018B Special Assessments imposed on the Phase III Assessment Area specially benefited by the Phase III Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX D – ASSESSMENT METHODOLOGY REPORT."

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Nassau County Tax Collector ("Tax Collector") or the Nassau County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Phase III Special Assessments, as applicable, during any year. Such delays in the collection of Phase III Special Assessments, or complete inability to collect any Phase III Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2018 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Phase III Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of

collection procedures available to the District is essential to the payment of principal of and interest on the Series 2018 Bonds.

For the Phase III Special Assessments to be valid, they must meet two requirements: (1) the benefit from the Phase III Project to the lands subject to the Phase III Special Assessments must exceed or equal the amount of the Phase III Special Assessments, and (2) the Phase III Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Assessment Methodology Consultant certifies that these requirements have been met with respect to the Phase III Special Assessments. In the event that the Phase III Special Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Phase III Special Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the Phase III Special Assessments through a variety of methods. See "BOWNERS' RISKS." Initially, and for undeveloped properties owned by the Developer and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2018A Special Assessments, and will enforce that bill through foreclosure proceedings. The Series 2018B Special Assessments will be imposed, levied and collected the earlier of the sale of a lot to an end user, or at the maturity of the Series 2018B Bonds. See "ASSESSMENT METHODOLOGY" and "APPENDIX D – ASSESSMENT METHODOLOGY REPORT." As lands are developed, the Series 2018A Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The Series 2018B Special Assessments will be direct billed by the District. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Phase III Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Phase III Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Phase III Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Phase III Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Phase III Special Assessments. See "BONDHOLDER'S RISKS" herein.

Certain mortgage lenders have, in recent foreclosure suits brought under Chapter 170, Florida Statutes, by community development districts, plead a defense stating that a foreclosing district must abide by the same one (1) year period as Chapter 173, Florida Statutes, in order to begin foreclosure proceedings. The defense is, apparently, based upon recent amendments to Section 190.026, Florida Statutes, where, in an apparent attempt to clarify that not only Chapter 173, Florida Statutes, was available to districts for foreclosure, but that also Chapter 170, Florida Statutes, was available, that statute's language became less clear regarding the inapplicability of the one (1) year waiting period for districts employing Chapter 170, Florida Statutes. To the extent that community development districts have taken a position on this, they have generally asserted that the one (1) year waiting period does not apply to Chapter 170, and at least one (1) Circuit Court has agreed.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2018A Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2018A Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2018A Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2018A Special Assessments are to be collected pursuant to the Uniform Method, any

failure to pay any one line item, would cause the Series 2018A Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2018 Bonds.

Under the Uniform Method, if the Series 2018A Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2018 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2018A Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2018A Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2018A Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2018A Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2018A Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent Taxes and Assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2018A Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of the Series 2018A Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2018A Special Assessments, which are the primary source of payment of the Series 2018 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDHOLDERS' RISKS" herein.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2018 Bonds offered hereby and are set forth below. Prospective investors in the Series 2018 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2018 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2018 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2018 Bonds.

1. Payment of the debt service on the Series 2018 Bonds is primarily dependent upon timely payment by the Developer and subsequent landowners in the District of the Phase III Special Assessments. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" and "THE DEVELOPER" herein. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2018 Bonds as such bankruptcy could negatively impact the ability of: (a) the Developer and any other landowner

being able to pay the Phase III Special Assessments; (b) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2018A Special Assessments being collected pursuant to the Uniform Method; and (c) the District to foreclose the lien of the Phase III Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2018 Bonds under the 2018 Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the 2018 Indenture and the Series 2018 Bonds, including, without limitation, enforcement of the obligation to pay the Phase III Special Assessments and the ability of the District to foreclose the lien of the Phase III Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2018 Bonds could have a material adverse impact on the interest of the Owners thereof.

2. The principal security for the payment of the principal and interest on the Series 2018 Bonds is the timely collection of the Phase III Special Assessments. The Phase III Special Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the owners will be able to pay the Phase III Special Assessments or that they will pay such Phase III Special Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2018A Special Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the Phase III Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. To the extent that the realizable or market value of the land benefited by the Phase III Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land on which the Series 2018A Special Assessments are levied or the ability of the District to realize sufficient value from a foreclosure action to pay debt service on the Series 2018 Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Phase III Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2018 Bonds.

3. Neither the Developer nor any other subsequent landowner is a guarantor of payment of any Phase III Special Assessment and the recourse for the failure of the Developer or any other subsequent landowner, to pay the Phase III Special Assessments is limited to the collection proceedings against the land as described herein. Therefore, the likelihood of collection of the Phase III Special Assessments may ultimately depend on the market value of

the land subject to taxation. While the ability of the Developer or subsequent landowner to pay Phase III Special Assessments is a relevant factor, the willingness of the Developer or subsequent landowner to pay the taxes, which may also be affected by the value of the land subject to taxation, is also an important factor in the collection of Phase III Special Assessments. The failure of the Developer or subsequent landowners to pay the Phase III Special Assessments could render the District unable to collect delinquent Phase III Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2018 Bonds.

4. The development of the District is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. **[Although all such approvals required to date for Phase III have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the Development]**. See "THE DEVELOPMENT." The value of the land within the District, the success of the Development and the likelihood of timely payment of principal and interest on the Series 2018 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2018 Bonds.

The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. At the time of the delivery of the Series 2018 Bonds, the Developer is unaware of any condition within the District which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

It is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District and no assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District lands.

The value of the lands subject to the Phase III Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2018 Bonds. The Series 2018 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Moreover, the Developer has the right to modify or change its plan for development of the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

5. The successful sale of developed lots and homes, once such homes are built within the Phase III Assessment Area, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer.

6. The willingness and/or ability of an owner of benefited land to pay the Phase III Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2018A Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Phase III Special Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2018A Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2018A Special Assessments, even though the landowner is not contesting the amount of the Series 2018A Special Assessments. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

7. The Series 2018 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2018 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2018 Bonds. Because the Series 2018 Bonds are being sold pursuant to exemptions from registration under applicable securities laws, no secondary market may develop and an owner may not be able to resell the Series 2018 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2018 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2018 Bonds, depending on the progress of development of the

Development, including the Phase III Assessment Area, existing real estate and financial market conditions and other factors.

8. In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Phase III Special Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2018A Special Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" herein. If the District has difficulty in collecting the Series 2018A Special Assessments, the Series 2018A Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the Third Supplemental Indenture, the Trustee may withdraw moneys from the Series 2018A Reserve Account and such other Funds, Accounts and subaccounts created under the Third Supplemental Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2018A Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2018A Special Assessments in order to provide the replenishment of such Series 2018A Reserve Account.

9. In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Phase III Special Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2018B Special Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" herein. If the District has difficulty in collecting the Series 2018B Special Assessments, the Series 2018B Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the Fourth Supplemental Indenture, the Trustee may withdraw moneys from the Series 2018B Reserve Account and such other Funds, Accounts and subaccounts created under the Fourth Supplemental Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2018B Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2018B Special Assessments in order to provide the replenishment of such Series 2018B Reserve Account.

10. If the District should commence a foreclosure action against a landowner for nonpayment of applicable Phase III Special Assessments, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action. In addition, the District is required under the 2018 Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the applicable Series 2018 Bondholders to allow funds on deposit under the 2018 Indenture to be

used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of Series 2018 Bond proceeds that can be used for such purpose.

11. In addition to the general bankruptcy and similar proceedings risks discussed above, a 2011 bankruptcy court decision in Florida held that the governing body of a community development district, which is a special purpose government similar to the District, and not the bondholders or indenture trustee, was the creditor of the developer/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The 2018 Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an Insolvent Taxpayer. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018 BONDS." The District cannot express any view whether such delegation would be enforceable and none of the legal opinions provided in connection with the issuance of the Series 2018 Bonds will opine to the enforceability of such provision.

12. The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. The IRS recently concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the Agency found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance

that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The Treasury announced, in an October 2, 2017 Report to the President (the “Report”), that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly.” The Report indicated, further, that the Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues. The IRS published the Withdrawal of Notice of Proposed Rulemaking on October 20, 2017, in the Federal Register.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts’ bonds’ tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the election date following the date that is the later of six years from formation and the date when there are first 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. **[Currently, all members of the Board of the District were elected by the Developer and none were elected by qualified electors. The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that they elect. Such certification by the Developer]** does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2018 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2018 Bonds are advised that, if the IRS does audit the Series 2018 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2018 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2018 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2018 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2018 Bonds would adversely affect the availability

of any secondary market for the Series 2018 Bonds. Should interest on the Series 2018 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2018 Bonds be required to pay income taxes on the interest received on such Series 2018 Bonds and related penalties, but because the interest rate on such Series 2018 Bonds will not be adequate to compensate Owners of the Series 2018 Bonds for the income taxes due on such interest, the value of the Series 2018 Bonds may decline.

THE 2018 INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2018 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2018 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2018 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2018 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2018 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT.

13. Since the Series 2018 Bonds have not been and will not be registered under the Securities Act of 1933, as amended, or any state securities laws, if the District is ever deemed, by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2018 Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the Series 2018 Bonds would need to ensure that subsequent transfers of the Series 2018 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

14. Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2018 Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2018 Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2018 Bonds. See also "TAX MATTERS."

15. In the event the District does not have sufficient moneys on hand to complete the Phase III Project, there can be no assurance that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Phase III Project. Further, pursuant to the 2018 Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by any of the Phase III Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. The District is permitted to issue Bonds or other debt obligations on lands within the District for any capital project where no

Phase III Special Assessments are levied. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018 BONDS" for more information. Although the Developer has agreed to complete the Phase III Project regardless of such insufficiency, and will enter into the Completion Agreement with the District as evidence thereof, there can be no assurance that the Developer will have sufficient resources to do so.

16. It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2018 Bonds. It should be noted that Section 10(p) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district ... to levy and collect the ... assessments ... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not in any way impair the rights or remedies of such holders."

17. In the event a bank forecloses on property because of a default on the mortgage on any lands within the Phase III Assessment Area, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Phase III Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2018 Bonds:

	Series 2018A Bonds	Series 2018B Bonds	Total Series 2018 Bonds
Sources of Funds:			
Principal Amount	\$	\$	\$
Less Original Issue Discount			
Total Sources	<u>\$</u>	<u>\$</u>	<u>\$</u>
Use of Funds:			
Series 2018A Acquisition and Construction Account	\$	\$	\$
Series 2018B Acquisition and Construction Account			
Series 2018A Costs of Issuance Account ⁽¹⁾			
Series 2018B Costs of Issuance Account ⁽¹⁾			
Series 2018A Capitalized Interest Account			
Series 2018B Capitalized Interest Account			
Series 2018A Reserve Account			
Series 2018B Reserve Account			
Total Uses	<u>\$</u>	<u>\$</u>	<u>\$</u>

⁽¹⁾ Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2018 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2018 Bonds:

Period Ending November 1	Series 2018A Bonds			Series 2018B Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest	Total	
	\$	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$	\$

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OUTSTANDING INDEBTEDNESS

In addition to the Series 2018 Bonds, the District issued its Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds") in the original principal amount of \$19,700,000 which are currently outstanding in the amount of \$[_____]. The Series 2007 Bonds are now only secured by special assessments (the "Phase I Special Assessments") levied on 133 lots in the Development ("Phase I"), which is separate and distinct from the parcels in Phase III that are encumbered by the Phase III Special Assessments. Accordingly, the Phase II Special Assessments and the Phase III Special Assessments do not overlap.

On March 14, 2009 the Board of the District adopted Resolution No. 2009-07 declaring an Event of Default under Section 902 of the Master Indenture with respect to the Series 2007 Bonds which resulted from the failure of Amelia Concourse Development LLC (the "Original Developer") to pay the debt assessments securing payment of the Series 2007 Bonds that was levied on assessable land within the District owned by the Original Developer. Events of Default continue to exist under the Master Indenture with respect to the Series 2007 Bonds and debt service payments for the Series 2007 Bonds have generally not been made since May 2009, with the exception of the extraordinary redemption of \$85,000 in principal in 2014, and a partial payment of past due and unpaid interest in early 2018, of the Series 2007 Bonds.

The District commenced proceedings in May 2009 to foreclose the liens securing the debt assessments and operation and maintenance assessments due on the lands comprising Phase II and Phase III which at that time was owned by the Original Developer. Subsequent to the District pursuing the foreclosure action, Amelia Concourse SPE, LLC (the "New Landowner") acquired title to the land comprising Phases II and III.

In addition to the Series 2007 Bonds, the District issued its Capital Improvement Revenue Bonds, Series 2016 (the "Series 2016 Bonds") in the original principal amount of \$3,400,000 which are currently outstanding in the amount of \$[_____]. The Series 2016 Bonds are secured by special assessments (the "Phase II Special Assessments") levied on 153 lots in the Development ("Phase II"), which is separate and distinct from the parcels in Phase III that are encumbered by the Phase III Special Assessments. Accordingly, the Phase II Special Assessments and the Phase III Special Assessments do not overlap.

THE DISTRICT

General Information

The District is a local unit of special-purpose government of the State, duly organized and existing under the Act created pursuant to Ordinance No. 2006-58 enacted by the Board of County Commissioners of the County on July 10, 2006. The District was established for the purpose of, among other things, financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the District and related professional fees and other costs.

The District encompasses approximately 200 acres located within the unincorporated area of the eastern part of the County approximately half way between I-95 and the Intercoastal Waterway. The land within the District is wholly located within the Development, which is planned to include 458 single-family units. As of the date of the Engineer's Report, all of the 133 lots comprising Phase I and the 153 lots comprising Phase II have been developed and sold to end users. Phase III consists of 172 undeveloped, single-family units. Phase III is owned by the Developer. The New Landowner entered into a purchase agreement pursuant to which the Developer acquired all of the lots comprising Phase II and the Developer subsequently exercised its option in said purchase agreement to purchase all of the lots comprising Phase III. Construction of the Phase III Project will commence in [] with the development and build out of Phase III estimated by the Developer to be completed in []. See "THE DEVELOPMENT" and "THE PHASE III PROJECT" herein.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to and established in accordance with the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter (Sections 190.006 through 190.041, Florida Statutes).

Among other provisions, the Act gives the Board the authority to (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the County and street lights; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of lands of the

District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2018 Bonds.

Board of Supervisors

The governing body of the District is its Board of Supervisors, which is composed of five Supervisors (the "Supervisors"). The Act provides that, at the initial meeting of the landowners, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre and shall not be aggregated for determining the number of voting units held). Upon the later of six years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. A qualified elector is a registered voter in the County who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, both to four-year terms. The other Supervisor will be elected by landowners for a four-year term. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve staggered terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act. At the time of the sale of the Series 2018 Bonds, the Developer will own all of the land comprising the Phase III Assessment Area which is benefitted by the Phase III Project.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

Name	Title	Term Expires
James (Glen) Marvin ⁽¹⁾	Chairman	November 2018
[] ⁽¹⁾	Vice Chairman	November []
Scott Campbell ⁽¹⁾	Assistant Secretary	November 2018
[]	Assistant Secretary	November []
Deborah Malloch ⁽¹⁾	Assistant Secretary	November []

⁽¹⁾ James (Glen) Marvin, Scott Campbell, [] are affiliated with the New Landowner. Deborah Malloch is affiliated with the Original Developer. The remaining Board member is not affiliated with the Original Developer, the New Landowner or the Developer. **[NEED TO UPDATE]**

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Governmental Management Services, LLC, St. Augustine, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, telephone number (904) 940-5850.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., Orlando, Florida, as Bond Counsel and Disclosure Counsel; McCranie & Associates, Inc., Fernandina Beach, Florida, as Consulting Engineer (the "Consulting Engineer"); and Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel. The Board has also retained Governmental Management Services, LLC, St. Augustine, Florida, to serve as the Assessment Methodology Consultant (as hereinafter defined) and to prepare the Assessment Methodology Report.

THE PHASE III PROJECT

Detailed information concerning the acquisition and construction of the Phase III Project for the District is contained in the Engineer's Report, which is attached hereto as "APPENDIX

C - ENGINEER'S REPORT." The information in this section is qualified in its entirety by reference to the Engineer's Report which should be read in its entirety.

The Phase III initial infrastructure project, which includes roadways, stormwater system, potable water system, sanitary sewer system, underground utilities, entrance features, landscaping, and perimeter buffering, is estimated to cost approximately \$5,160,000 (the "Phase III Project").

A summary of the estimated costs of the Phase III Project is set forth in the following table:

Category	Estimated Phase III Project Costs
Clearing and Grading	\$1,662,475
Roadway	1,043,400
Stormwater	776,072
Water	520,091
Sewer	808,597
Electrical	114,365
Landscaping, Entry Monuments and Signs	145,000
Engineering/Permitting	90,000
Total	\$5,160,000

Approximately \$[] of the proceeds of the Series 2018A Bonds will be utilized to acquire and/or construct a portion of the Phase III Project. Approximately \$[] of the proceeds of the Series 2018B Bonds will be utilized to acquire and/or construct a portion of the Phase III Project. To date, the Developer estimates it has expended approximately \$[] in pre-development costs, which are not expected to be repaid from proceeds of the Series 2018 Bonds.

The remainder of the Phase III Project not funded with proceeds of the Series 2018 Bonds is expected to be funded by the Developer with equity contributions. At the time of issuance of the Series 2018 Bonds, the Developer and the District will enter into the Completion Agreement whereby the Developer will agree to complete those portions of the Phase III Project not funded with proceeds of the Series 2018 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS – Completion Agreement" The District cannot make any representation that the Developer will have sufficient funds to complete the Phase III Project. See "BONDOWNERS' RISKS" herein.

The status of construction and permitting for the Phase III Project is outlined in the Engineer's Report. See "APPENDIX C - ENGINEER'S REPORT" attached hereto. The District Engineer has indicated that all permits necessary to construct the Phase III Project have been obtained. In addition to the Engineer's Report, see "THE DEVELOPMENT - Zoning, Permitting and Environmental" herein for a more detailed description of the entitlement, zoning and permitting status of the Development.

ASSESSMENT METHODOLOGY

Governmental Management Services, LLC, in its capacity as the assessment methodology consultant (the "Assessment Methodology Consultant"), developed the Assessment Methodology Report attached hereto as APPENDIX D to provide a methodology to allocate the Phase III Special Assessments that will be levied to secure the Series 2018 Bonds, which are being issued to finance a portion of the cost of the Phase III Project. The Assessment Methodology Report will determine and allocate the special and peculiar benefits to the Phase III Assessment Area within Phase III by applying the methodology of the Assessment Methodology Report which in the opinion of the Assessment Methodology Consultant, has determined that all 172 planned single-family lots within the Phase III Assessment Area benefit equally from the issuance of the Series 2018 Bonds.

THE DEVELOPMENT

[TO BE UPDATED]

The following information appearing under the caption "THE DEVELOPMENT" has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Bondholders to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2018 Bonds, the Developer will represent in writing that the information herein under the caption "THE DEVELOPMENT" in any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

Overview

Amelia Concourse (the "Development") encompasses approximately 200 acres and is located within the unincorporated area of the eastern part of Nassau County, Florida. 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 (also known as 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 1A. The District is located approximately half way between I-95 and the Intercoastal Waterway. The lands within the Development are entirely contained within the boundaries of the District. The Development is planned to consist of 458 single-family units. As of the date of the Engineer's Report, all of the 133 lots comprising Phase I and the 153 lots comprising Phase II have been developed and sold to end users. Phase III consists of 172 undeveloped, single-family units. Phase III is owned by the Developer.

Land Acquisition/Development Financing

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 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. 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 II and III, the New Landowner acquired title to the property comprising Phases II and III. The New Landowner entered into a purchase agreement with the Developer to purchase all of the lots comprising Phase II in January 2016 for a total purchase price of \$459,000. Subsequently, the Developer exercised its option to purchase all of the lots in Phase III.

The Developer estimates that it has funded approximately \$[] to date for acquisition costs, which have been funded through equity contributions from its members. The Developer anticipates utilizing proceeds of the Series 2018 Bonds, issuance of future series of Bonds, Developer's equity and proceeds from lot/land sales to fund development expenditures. See "THE DEVELOPMENT - District Infrastructure Program" herein.

Land Use and Development Plan

The table below illustrates the current land-use plan for Phase III, which is subject to change.

Product Type	Lot Size	Lot Price	Expected Home Price	Phase III Units⁽¹⁾
Single Family	[]	\$[]	\$[]	172

⁽¹⁾ The Phase III Special Assessments will be levied on the lands in Phase III of the Development only and will not be levied on the lands in Phase I or Phase II.

District Infrastructure Program

The Capital Improvement Program is expected to be constructed in two phases. Proceeds of the Series 2018 Bonds are expected to fund approximately \$[] of Phase III infrastructure included in the Phase III Project. The remainder of the Phase III Project not funded with proceeds of the Series 2018 Bonds is expected to be funded by the Developer with equity contributions. To date, the Developer estimates it has expended approximately \$[] in pre-development costs, which are not expected to be repaid from proceeds of the Series 2018 Bonds. Development activities in Phase III will begin in [], 2019, with completion expected in [], 20[]. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS - No Parity Bonds; Limitation on Parity Liens" herein.

Zoning, Permitting and Environmental

Construction for the improvements for Phase I and Phase II is complete. [Permitting for the improvements for Phase III is also complete.] See "APPENDIX C - ENGINEER'S REPORT" attached hereto for 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 the County are approved. All applicable zoning, vesting and concurrency approvals are in place. The Phase I infrastructure construction began in April, 2006 and was completed in May, 2008. The Phase II infrastructure construction began in [June 2016] and was completed in [____, ____]. The JEA has issued a water and sewer availability letter indicating the availability of water and sewer to serve the entire Development. There are no foreseeable issues that would hinder the ability to develop Phase III.

Phase III Assessment Area

On June 10, 2015, the District adopted the First Supplemental Special Assessment Methodology Report (the "Amended Report") that established three separate assessment areas consisting of Phase I, Phase II and Phase III. Phase I consists of 133 single family homes sold to end users. Phase II consists of 153 single family homes sold to end users. Phase III contains approximately 78 undeveloped acres planned for 172 single family homes.

As previously discussed under the heading "THE PHASE III PROJECT," approximately \$[_____] of the Phase III Project will be financed with the proceeds of the Series 2018 Bonds.

Residential Community

The Development is expected to attract middle-income to upper-income families seeking a community-oriented lifestyle in an amenitized, upscale community. Community facilities include three swimming pools including a beach access to one of the pools with a water park, a clubhouse with over 3,000 square feet of covered area, a playground and parking. The community facilities are located so as to be visible as visitors enter the community and overlook a large retention pond located immediately behind the facilities.

Absorption

Projected Absorption. The following table sets forth the aggregate anticipated absorption schedule for lot takedowns in Phase III. Actual home/lot closings with the ultimate retail homebuyer will be dependent on the success of the Developer's sales efforts within Phase III of the Development.

<u>Unit Type</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>
Single family	[]	[]	[]	[]	[]

The aforementioned projections are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business,

economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

Historical Absorption. The following table sets forth the aggregate historical absorption schedule for lot takedowns in Phase I. The lots in Phase I were owned and sold by the Original Developer, not the Developer or Dream Finders.

<u>Unit Type</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Total</u>
Single family	25	27	[]	[]

Historical Absorption. The following table sets forth the aggregate historical absorption schedule for lot takedowns in Phase II. The lots in Phase II were owned and sold by the Developer.

<u>Unit Type</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
Single family	[]	[]	[]	[]

Residential Product Offerings

The following table sets forth the current estimated home square footage and price ranges for the planned product offerings in Phase III, which are subject to change.

<u>Product</u>	<u>Estimated Square Footage</u>	<u>Estimated Sales Price</u>
Single Family – Detached ()	[]	\$[] - \$[]

The product offerings listed above are estimates based upon available information regarding developmental requirements. Such estimates are subject to change and may fluctuate based on various factors, including market performance. See "BONDOWNERS' RISKS" herein.

Schools

Based upon current school districting, children residing in the Development would attend Yulee Elementary School, Yulee Middle School, and Yulee High School, all of which are within seven miles of the Development. In school year 2016, Yulee Elementary School, Yulee Middle School, and Yulee High School received ratings of "A," "C" and "A," respectively, from the Florida Department of Education.

Utilities

The Development is located within the unincorporated area of the County and the JEA provides potable water and wastewater services to the Development. Florida Power and Light Company provides electrical power to the Development. AT&T and Comcast serve the community with cable, data and phone services for the Development.

Marketing

It is intended that the Developer will market Phase III, including its product offerings. The Developer's marketing program is anticipated to include, without limitation, the following:

- Public relations and project level marketing to establish a brand and positioning for Phase III;
- Preparation and distribution of press releases to the media introducing Phase III and highlighting project milestones;
- Community tours to media members to seek to generate editorial content for business and real estate publications;
- Events to market the community to area realtors and prospective buyers;
- Establishment of community webpages on the Developer's website to communicate general information regarding Phase III and provide links to more detailed information regarding specific home plans and pricing; and
- Community awareness marketing which may include the use of billboards, print advertising, direct mail, social media, email marketing, and radio advertising.

The Developer will take responsibility for the sale of its homes. The Developer currently plans to utilize either model centers, model homes, or speculative inventory homes as the base of their sales operation within the community. The Developer also plans to provide on-site sales agents to facilitate and implement the marketing and sales process. Community signage will direct prospective buyers and realtors into the community and then to each builder's model home or sales center. In addition to its on-site marketing, the Developer is expected to utilize similar public relations and marketing tactics described above to communicate its specific home product offering to buyers as well as promote the overall community.

Fees and Assessments

Each homeowner is required to pay annual taxes, assessments, and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes, the Phase III Special Assessments, homeowner's association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes

The current millage rate for the area of the County where the District is located is [16.3423] mills. Assuming an average home cost of \$250,000 with a \$50,000 homestead exemption (\$160,000 taxable value), the annual property taxes for a homeowner would be \$[_____].

Homeowner's Association Fees

All homeowners will be subject to annual homeowner's association ("HOA") fees for the costs of architectural review, deed restriction enforcement as well as operation and maintenance of any HOA-owned facilities. The Developer plans to establish an HOA for Phase III and estimates that the annual HOA fee will be \$[_____].

Amelia Concourse Municipal Service Benefit Unit

The Development is within the Amelia Concourse Municipal Service Benefit Unit (the "MSBU") area and all homeowners will be subject to an annual maintenance assessment levied by the MSBU for various maintenance and operational costs such as landscaping, utilities and repairs and maintenance to sidewalks, roadway, and irrigation system. The current annual assessment per equivalent residential unit is \$[_____].

District Special Assessments

All assessable property in Phase III will be subject to the Phase III Special Assessments levied in connection with the Series 2018 Bonds. In addition to the Phase III Special Assessments, all homeowners in the District will be subject to annual operation and maintenance assessments levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the aforementioned estimated annual Series 2018A Special Assessments, the estimated Series 2018B Special Assessments and the operation and maintenance assessments that will be levied by the District for each of the respective product type.

Product Type	Estimated Annual Series 2018A Special Assessments	Estimated Series 2018B Special Assessments	Estimated Annual Operation and Maintenance Assessments
Single Family	\$[_____]		\$[_____]

As noted, the amounts set forth in the tables above are estimates. It is anticipated that funds derived from the operation and maintenance assessments described above will be used by the District primarily to pay for maintenance of District-owned facilities (including the recreational facilities) and administrative overhead and operating expenses including, without limitation, District management, insurance, maintenance and supplies. Such operations and maintenance assessments are not pledged to or available for the payment of debt service on the Series 2018 Bonds. Furthermore, it is anticipated that funds derived from the HOA fees described above will be used by such association primarily to pay for enforcement of covenants and restrictions, architectural review fees, deed restriction as well as operation and maintenance of any HOA-owned facilities. The assessments imposed by the District for its administrative, operation and maintenance costs will vary annually, based on the adopted budget of the District for a particular fiscal year. Similarly, the HOA's fee will vary annually, based on the budget adopted by the association for a particular year.

Competition

The information in this section has been obtained from third parties and public sources believed to be accurate, but cannot be certified as to its accuracy and is subject to change. This section does not purport to summarize all of the existing or planned communities in the area of

the Development, but rather provides a description of those that the Developer feels pose primary competition to the Development.

The Development is generally expected to compete with other single family residential developments in the County market. The Developer believes the four communities listed below will be the most direct competition for the Development. However, there are additional, large-scale, amenitized, master-planned communities located both west of I-95 and along the A1A corridor into Fernandina Beach (such as Plummer's Creek and Ocean Breeze), which are in their early phases of development and sales cycles. Specifically, the Developer believes that its primary competition will be Amelia Walk, as the other communities noted below do not offer the same amenities and/or have a different price point.

Amelia Walk

Amelia Walk is a 563 acre master-planned residential community featuring a clubhouse and amenity center, tennis courts, a full size soccer field, a children's playground, a zero entry style swimming pool, fitness center, lake and nature preserve views.

GreenPointe Communities is the developer and AV Homes is the builder for Amelia Walk. At build-out, Amelia Walk is planned to include 749 homes. As of March 15, 2016, approximately 148 lots had been sold to both builders and retail buyers with approximately 79 homes constructed and occupied by residents. Lots being offered by the builder range from \$210,000 to \$425,000.

Amelia Walk is less than a mile from the Development and is part of the Amelia Walk CDD, which issued bonds in 2006, 2012 and 2016. Please visit www.emma.msrb.org for more information regarding the aforementioned bonds.

Amelia National

Amelia National is a master-planned golf and country club community located off Amelia Concourse. The community is planned for 366 homes with approximately 128 homes constructed and occupied by residents. There are over 200 developed lots in the community. ICI is the primary homebuilder with new home prices ranging from mid \$300,000 to over \$500,000, with average new home sales price of approximately \$491,000. The community is targeting a higher price point and golf amenity lifestyle which differentiate it from the Development.

Amelia National is approximately a mile from the Development and is part of the Amelia National CDD, which issued bonds in 2004 and 2006. Please visit www.emma.msrb.org for more information regarding the aforementioned bonds.

Flora Parke

Flora Parke is a master-planned, subdivision with very limited amenities consisting of a community playground and basketball court. It is located further north along Amelia Concourse approximately three miles from the Development. The community is planned for 662 homes and currently has approximately 455 occupied homes. SEDA is the primary homebuilder with prices ranging from the low \$200,000 to well over \$300,000, with an average new home sales price of

\$300,000. There are over 70 developed lots within the community as it approaches build-out. The community is competitively priced and comparable in price point to the Development, but the Development is easily differentiated by its high-quality amenity set.

North Hampton

North Hampton is a master-planned golf course community located approximately one mile from the Development. The community is planned for 681 homes and there are 580 occupied homes, with the remaining home sites having been developed. The primary homebuilders are DR Horton, ICI and Dream Finders, with prices ranging from mid \$200,000 to over \$500,000. The community is nearly built-out but represents a comparable community relative to price point and location, but does also have a golf course which differentiates it from the Development.

THE DEVELOPER

[TO BE UPDATED]

The following information appearing under the caption "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2018 Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPER" and "LITIGATION – The Developer" (as it relates to the Developer) does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

The Developer's obligation to pay the Phase III Special Assessments is limited solely to the obligation of any landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Phase III Special Assessments. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS" herein.

All of the assessable land in Phase III that will be subject to the Phase III Special Assessments is currently owned by DFH Amelia, LLC a Florida limited liability company (the "Developer"). The Developer single purpose entity whose primary asset is the land it owns and plans to develop within the Phase III Assessment Area. See "THE DEVELOPMENT" and "BONDOWNERS' RISKS" for more information regarding the Development and the risks relating to whether the Developer completes the Phase III Project and the planned development of Phase III.

DFH Amelia, LLC

DFH Amelia, LLC, a Florida limited liability company, was formed on January 13, 2016. The members DFH Amelia, LLC are as follows: Dream Finders Homes LLC ("Dream Finders") (53.61%), W. Radford Lovett, II (9.28%), Philip H. Lovett (9.28%), William H. Walton Living Trust, (9.28%), Matthew David Bronczek (9.28%), Haskell Singletary Family Trust (2.21%), Haskell Family Income Fund, LLC (2.21%), Elizabeth Rushton Haskell Callaghan Trust (2.21%), W. Ross Singletary II (2.05%) and Glen Arden, LLC (0.61%). W. Radford Lovett, II, serves as the President and CEO of DFH Amelia, LLC, while Patrick Zalupski serves as Vice President.

Mr. William Radford Lovett, II is a Co-Founder and Managing Partner at Lovett Miller & Co. Mr. Lovett co-founded Lovett Miller & Co in 1997. He previously founded and served as the Chairman and Chief Executive Officer of TowerCom Enterprises, TowerCom Development, LP and TowerCom Limited. Prior to that, Mr. Lovett served as the President of Southcoast Capital Corporation. Prior to Southcoast Capital, he worked at Lincoln Property Company and in the Corporate Finance Department of Merrill Lynch. Mr. Lovett also serves on the Boards of RXStrategies, Inc. and Clear. Mr. Lovett has been an Independent Director of EverBank Financial Corp. and its predecessors since 2004. He monitors investments in and serves as an Advisor to Cypress Care, Inc., EverBank Financial Corp, Force and Motion, Inc., Innosource, Inc., and TowerCom Enterprises, LLC. Mr. Lovett also serves as a Director of Healthcare Solutions, Inc.; RxStrategies, Inc.; CareAnyware, Inc.; DocuFree Corporation and TowerCom V, LLC. He also serves on the Board of Trustees and is Co-Chairman of the Capital Campaign for the University of North Florida. Mr. Lovett was Chairman of the Youth Crisis Center and the Jacksonville Jaguars Honor Rows Program. He obtained an B.A. degree from Harvard College.

Mr. Patrick Zalupski co-founded Dream Finders Homes, LLC in 2009 and serves as its CEO. Mr. Zalupski has a degree in finance from Stetson University and has over 10 years experience in real estate development and homebuilding.

Dream Finders and the Developer have contracted for Dream Finders to manage the development and sale of the Phase II lots for the Developer. Established in 2009, Dream Finders is engaged in the homebuilding and land development business. Dream Finders has constructed, sold and closed over 2,035 homes and developed more than 700 lots over the last seven years. Jacksonville is Dream Finders' principal place of business, however they recently opened divisions that are operating in Denver, CO, Austin, TX, Orlando, FL, and Savannah, GA. Some of Dream Finders other nearby residential development projects include:

Harbor Concourse

Harbor Concourse is located in Yulee, FL and is a residential subdivision comprised of single family homes. The community offers residents a recreational area and playground. This community offers homes on 50' wide lots. Dream Finders began pre-selling this community in 2015 before infrastructure and the model were complete. To date Dream Finders has sold 10 homes and is averaging 1.2 sales per month in this community. The product offering ranges from \$185,990 to \$267,990 and 1,611 to 3,512 square feet.

Heron Isles

Heron Isles is located in Yulee, FL and is a residential subdivision comprised of single family homes. Dream Finders is currently selling homes on 60' wide lots and has sold 52 homes in this community since January 2015. Dream Finders Homes is averaging 3.25 sales per month in this community. The product offering ranges from \$166,990 to \$247,990 and 1,500 to 3,512 square feet.

Plummer Creek

Plummer Creek is located in Yulee, FL and is a residential subdivision comprised of single family homes. The community offers residents a community pool, playground and recreational fields. Dream Finders Homes is currently selling homes on 63', 72' and 80' wide lots and has sold 81 homes since January 2015. Dream Finders Homes is averaging 5 sales per month in this community. The product offering ranges from \$197,000 to \$273,990 and 1,854 to 3,512 square feet.

Wood Bridge

Woodbridge is located in Yulee, FL and is a residential subdivision comprised of single family homes. Dream Finders is currently selling homes on 50' wide lots and has sold 2 homes in this community since March 2016. Dream Finders Homes is averaging 1 sales per month in this community. The product offering ranges from \$169,990 to \$261,990 and 1,613 to 3,010 square feet.

TAX MATTERS

General

In the opinion of Greenberg Traurig, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions and assuming continuing compliance with certain covenants and the accuracy of certain representations, (1) interest on the Series 2018 Bonds will be excludable from gross income for federal income tax purposes, (2) interest on the Series 2018 Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and, (3) the Series 2018 Bonds and the interest thereon will not be subject to taxation under the laws of the State, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations as defined therein. For corporations with tax years after January 1, 2018, the federal alternative minimum tax does not apply, Corporations with tax years beginning before January 1, 2018, should consult with their tax advisor

The above opinion on federal tax matters with respect to the Series 2018 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the landowners, and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2018 Bonds will be and will remain obligations, the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not

independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2018 Bonds.

The Internal Revenue Code of 1986, as amended (the "Code") prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excludable from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations in order for the interest to be and to continue to be so excludable from the date of issuance. Noncompliance with these requirements by the District may cause the interest on the Series 2018 Bonds to be included in gross income for federal income tax purposes and thus to be subject to federal income tax retroactively to the date of issuance of the Series 2018 Bonds. The District has covenanted to take the actions required of it for the interest on the Series 2018 Bonds to be and to remain excludable from gross income for federal income tax purposes, and not to take any actions that would adversely affect that excludability.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Series 2018 Bonds. Prospective purchasers of the Series 2018 Bonds should be aware that the ownership of the Series 2018 Bonds may result in other collateral federal tax consequences, including, without limitation, (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2018 Bonds or, in the case of a financial institution, that portion of an owner's interest expense allocable to interest on the Series 2018 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by a percentage of certain items, including interest on the Series 2018 Bonds; (iii) the inclusion of interest on the Series 2018 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax; (iv) the inclusion of interest on the Series 2018 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Series 2018 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2018 Bonds. Prospective purchasers of the Series 2018 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions will be based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, the opinions of Bond Counsel are not guarantees of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

Original Issue Discount and Premium Bonds

Certain of the Series 2018 Bonds (the "Discount Bonds") may be sold in the initial public offering at prices that are less than their stated amounts to be paid at maturity. The differences between the issue price of Discount Bonds and the stated redemption price at maturity is original issue discount. For this purpose, issue price is determined under Section 1273 and 1274 of the Code (i.e. for bonds issued for money, the issue price in an initial public offering is the initial offering price to the public (excluding bond houses, brokers or similar persons acting in the capacity of underwriters of wholesalers) at which price a substantial amount of the Discount Bonds was sold). Original issue discount is treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received upon disposition of such Discount Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the "adjusted issue price" of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Certain of the Series 2018 Bonds (the "Premium Bonds") may be sold at prices in excess of the principal amount payable at maturity (or their earlier call date in the case of the certain callable Premium Bonds). Under the Code, the difference between the principal amount payable at maturity (or earlier call date for certain callable Premium Bonds) and the tax basis to a purchaser is "bond premium." Bond premium is amortized over the term of Premium Bond (or the period to the call date of a certain callable Premium Bond that minimizes the yield to the

purchaser of the callable Premium Bond). A purchaser of a Premium Bond is required to decrease his or her adjusted basis in the Premium Bond by the amount of amortizable bond premium attributable to each taxable year he or she holds the Premium Bond. The amount of amortizable bond premium attributable to each taxable year is determined at a constant interest rate compounded actuarially. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. Purchasers of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium, the sale, redemption or other disposition of Premium Bonds and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Information Reporting and Backup Withholding

Interest paid on tax-exempt obligations such as the Series 2018 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2018 Bonds from gross income for federal income tax purposes. However, in connection with that information reporting requirement, the Code subjects certain noncorporate owners of Series 2018 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2018 Bonds and proceeds from the sale of Series 2018 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2018 Bonds. This withholding generally applies if the owner of Series 2018 Bonds (a) fails to furnish the payor such owner's social security number or other taxpayer identification number, (b) furnishes the payor an incorrect taxpayer identification number, (c) fails to properly report interest, dividends or other "reportable payments" as defined in the Code or, (d) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the taxpayer identification number provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2018 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2018 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to obligations issued or executed and delivered prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2018 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2018 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2018 Bonds should consult their tax advisors regarding any pending or

proposed legislation, regulatory initiatives or litigation. The opinion expressed by Bond Counsel is based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2018 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2018 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2018 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2018 BONDS.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2018 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2018 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2018 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018 Bonds. Investment in the Series 2018 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2018 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to the Underwriter at: MBS Capital Markets, LLC, 8583 Strawberry Lane, Longmont, Colorado 80503.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2018 Bonds upon an event of default under the 2018 Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the 2018 Indenture and the Series 2018 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

[NEED CONFIRMATION FROM DISTRICT]

There is no litigation pending or, to the knowledge of the District, threatened, against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2018 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the 2018 Indenture. Neither the creation, organization or existence of the District, nor the title of the present members of the Board or the District Manager is being contested.

The Developer

[NEED CONFIRMATION FROM DEVELOPER]

The Developer has represented that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the Phase III Special Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, Disclosure Counsel, District Counsel, the Assessment Methodology Consultant, the Consulting Engineer, the Underwriter and the Trustee, with respect to the authorization, sale, execution and delivery of the Series 2018 Bonds. Except for the payment of fees to District Counsel, the Assessment Methodology Consultant and the Consulting Engineer, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2018 Bonds.

NO RATING

No application for a rating for the Series 2018 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2018 Bonds would have been obtained if application had been made.

EXPERTS

The Amelia Concourse Subdivision Phase III Engineers Report, dated [November 5, 2018] (the "Engineer's Report"), attached hereto as Appendix C has been prepared by McCranie & Associates, Inc (the "Consulting Engineer"). Appendix C should be read in its entirety for complete information with respect to the subjects discussed therein.

The Third Supplemental Special Assessment Methodology Report For Capital Improvement Revenue Bonds, Series 2018 (Phase III Project), dated November 27, 2018 (the "Assessment Methodology Report"), attached hereto as Appendix D has been prepared by Governmental Management Services, LLC. Appendix D should be read in its entirety for complete information with respect to the subjects discussed therein.

FINANCIAL INFORMATION

The financial statements of the District for the Fiscal Year ended September 30, 2017, included in this Limited Offering Memorandum were audited by Berger, Toombs, Elam, Gaines & Frank, independent certified public accountants, as stated in their report appearing in Appendix F. Such audit is being included as Appendix F as a publicly available document and consent of the auditors to its inclusion was not obtained.

Beginning October 1, 2015, community development districts in Florida must have a separate website with certain information as set forth in Section 189.069, F.S. Under such statute, each district must post its proposed budget and final budget and a link to the auditor general's website (and the district's audit) on a district website or the website of the municipal or county government. The District has a website and it is www.ameliaconcoursedd.com.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business).

The District's Series 2007 Bonds were issued in the original principal amount of \$19,700,000 and currently have \$[] in principal amount outstanding. On March 14, 2009, the Board of the District adopted Resolution No. 2009-07 declaring an Event of

Default under Section 902 of the Master Indenture with respect to the Series 2007 Bonds which resulted from the failure of the Original Developer to pay the debt assessments securing payment of the Series 2007 Bonds that was levied on assessable land within the District owned by the Original Developer. Events of Default continue to exist under the Master Indenture with respect to the Series 2007 Bonds and debt service payments for the Series 2007 Bonds have generally not been made since May 2009, with the exception of the extraordinary redemption of \$85,000 in principal in 2014, and a partial payment of past due and unpaid interest in early 2018, of the Series 2007 Bonds.

CONTINUING DISCLOSURE

To assist the Underwriter in complying with the Rule, simultaneously with the issuance of the Series 2018 Bonds, the District and the Developer will enter into a Continuing Disclosure Agreement with [____], as dissemination agent (the "Dissemination Agent") and the Trustee (the "Disclosure Agreement") substantially in the form attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT." The District and the Developer, each as an "obligated person" under the Rule, have covenanted in the Disclosure Agreement to provide certain financial information and operating data relating to the Series 2018 Bonds (the "Report"), and to provide notices of the occurrence of certain enumerated events. The Report and notices of certain enumerated events, when and if they occur, shall be timely filed by the District and the Developer with the Electronic Municipal Market Access system. The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the District's and the Developer's undertakings are more fully described in "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. Failure to comply with the requirements of the Disclosure Agreement will not result in an Event of Default under the 2018 Indenture.

[District Compliance Statement to Come.]

[Developer Compliance Statement to Come.]

With respect to the Series 2018 Bonds, no parties other than the District and the Developer are obligated to provide, nor is expected to provide, any continuing disclosure information.

UNDERWRITING

MBS Capital Markets, LLC (the "Underwriter"), has agreed, pursuant to a bond purchase agreement with the District, subject to certain conditions, to purchase (a) the Series 2018A Bonds from the District at a purchase price of \$[_____] (consisting of \$[_____] par amount of the Series 2018A Bonds, less an Underwriter's discount in the amount of \$[_____] [and less/plus original issue discount/bond premium in the amount of \$_____]), and (b) the Series 2018B Bonds from the District at a purchase price of \$[_____] (consisting of \$[_____] par amount of the Series 2018B Bonds, less an Underwriter's discount in the amount of \$_____ and less/plus original issue discount/bond premium in the amount of

\$_____]). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2018 Bonds if they are purchased.

The Underwriter intends to offer the Series 2018 Bonds to accredited investors at the offering price set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2018 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Bonds within the meaning of the Master Indenture were validated by a final judgment of the Nineteenth Judicial Circuit Court in and for Nassau County, Florida, entered on April 30, 2007 (the "Judgment"). The appeal period from such Judgment has expired with no appeal being taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2018 Bonds are subject to the approval of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon by Greenberg Traurig, P.A., Orlando, Florida, as Disclosure Counsel. Certain legal matters will be passed upon for the District by its counsel Hopping Green & Sams, P.A., Tallahassee, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2018 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the sale of the Series 2018 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2018 Bonds.

AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board.

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

By: _____
James (Glen) Marvin
Chairman, Board of Supervisors

APPENDIX A

COPY OF THE MASTER INDENTURE, AND FORMS OF THE THIRD SUPPLEMENTAL INDENTURE AND THE FOURTH SUPPLEMENTAL INDENTURE

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

APPENDIX C

ENGINEER'S REPORT

APPENDIX D

ASSESSMENT METHODOLOGY REPORT

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR
THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

5.

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated as of [December __, 2018] is executed and delivered by the **AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT** (the "District" or the "Issuer") and **DFH AMELIA, LLC**, a Florida limited liability company and joined in by the Disclosure Representative and the Trustee (as such terms are herein defined), in connection with the issuance of \$[_____] Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the "Series 2018A Bonds"), and \$[_____] Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the "Series 2018B Bonds" and together with the Series 2018A Bonds, the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of July 1, 2007, between the District and U.S. Bank National Association, as trustee (the "Trustee"), as previously supplemented (the "Master Indenture"), and particularly as supplemented and amended by that certain Third Supplemental Trust Indenture, dated as of December 1, 2018, between the District and the Trustee relating to the Series 2018A Bonds (the "Third Supplemental Indenture"), and that certain Fourth Supplemental Trust Indenture, dated as of December 1, 2018, between the District and the Trustee relating to the Series 2018B Bonds (the "Fourth Supplemental Indenture" and, together with the Third Supplemental Indenture and the Master Indenture, the "Indenture"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other consideration contained herein, the District and the Developer (as defined herein) covenant and agree as follows:

1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Developer for the benefit of the Owners (as defined herein) and to assist the Participating Underwriter (as defined herein) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the U.S. Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Filing Date" means the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Beneficial Owners" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business and (b) a day on which the New York Stock Exchange is closed.

"Developer" shall mean DFH Amelia, LLC, acting in its capacity as the initial Landowner, or any successor Landowner.

"Development" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; (b) as to the Developer, the individual executing this Disclosure Agreement on behalf of the Developer or such person(s) as the Developer shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent; and (c) as to any Landowner other than the Developer, such person(s) as the Landowner shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean Governmental Management Services, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and Trustee a written acceptance of such designation.

"District Manager" shall mean the person or entity serving as District Manager from time to time.

"EMMA" means the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Fiscal Year" shall mean the fiscal year of the District, which is the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Landowner" means each owner of District Lands, which, along with its affiliates, successors, and assigns (excluding residential homebuyers), is responsible for payment of at least twenty percent (20%) of the Assessments; provided as of the date of the execution and delivery of this Disclosure Agreement, the Developer is the only Landowner.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated, [December __, 2018], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7 of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the District, and for purposes of this Disclosure Agreement only, each Landowner.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean, MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Filing Date" means the dates set forth in Section 5 hereof by which Quarterly Reports are required to be filed with the Repository.

"Quarterly Report" shall mean any Quarterly Report provided by the Developer or any Landowner, its successors or assigns pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through the EMMA web portal at "<http://emma.msrb.org>."

"State" shall mean the State of Florida.

3. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:

- (i) The amount of Assessments levied for the most recent Fiscal Year;
- (ii) The amount of Assessments collected from property owners during the most recent Fiscal Year;
- (iii) The amount of delinquencies greater than 150 calendar days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners;
- (iv) The amount of tax certificates sold for lands within the District, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year;
- (v) The balances in all Funds and Accounts for the Bonds. The District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and within thirty (30) calendar days of the date of any written request from the Owners or the Dissemination Agent;
- (vi) The total amount of Bonds Outstanding;
- (vii) The amount of principal and interest due on the Bonds in the current Fiscal Year; and
- (viii) The most recent Audited Financial Statements of the District.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by specific reference to documents available to the public on the MSRB Website or filed with the SEC, including offering documents of debt issues of the District or related public entities, which have been submitted to the Repository. The District shall clearly identify any document incorporated by reference.

(b) The District and the Developer each represent and warrant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District and the Developer each acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Developer, and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder

for the content of the information provided to it by the District, the Developer, the Landowners, or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

4. Provision of Annual Reports.

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 30th after the close of the Fiscal Year, commencing with the Fiscal Year ended September 30, 2019 (the "Annual Filing Date"), in an electronic format as prescribed by a Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) of this Disclosure Agreement; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report, and may be submitted up to, but no later than, June 30th after the close of the Fiscal Year. Provided that if the Audited Financial Statements are not available at the time of the filing of the Annual Report unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements. If the Issuer's fiscal year changes, the Issuer, shall give notice of such change in the same manner as for a Listed Event under Section 7(a).

(b) If on the fifteenth (15th) calendar day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the District, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(q) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Content of Quarterly Reports.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall prepare a Quarterly Report no later than January 31 (for each calendar quarter ending December 31), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter commencing with the calendar quarter ending [April 30, 2019; provided, however, that so long as any Developer is a reporting company, such dates shall be extended to the date of filing of its respective 10-K or 10-Q, if later, as the case may be (each, a "Quarterly Filing Date"). At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement.

(b) Each Quarterly Report shall contain the following information with respect to the lands owned by the Developer in the Development if such information is not otherwise provided pursuant to subsection (c) of this Section 5:

(i) A description of the infrastructure improvements and recreational amenities that have been completed and that are currently under construction, including infrastructure financed by the Bonds;

(ii) The percentage of the infrastructure financed by the Bonds that has been completed;

(iii) The number of single-family homes planned on property subject to the Assessments;

(iv) The number of single-family homes closed with retail end users;

(v) The number of single-family homes under contract with retail end users;

(vi) The number of single-family lots under contract with builders;

(vii) The number of single-family lots closed with builders;

(viii) The estimated date of complete build-out of residential units;

(ix) Whether the Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;

(x) The status of development approvals for the Development;

(xi) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xii) Updated plan of finance for the Development (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(xiii) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which are available to the public on the MSRB Website or filed with the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to assume the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 3(b), 5, 6 and 7 hereof, the term "Developer" shall be deemed to include each of the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from their obligations hereunder.

6. Provision of Quarterly Reports.

(a) The Developer shall provide a Quarterly Report which contains the information in Section 5 of this Disclosure Agreement to the Dissemination Agent no later than the Quarterly Filing Date for such Quarterly Report. The Dissemination Agent shall immediately file the Quarterly Report upon receipt from the Developer with each Repository.

(b) If on the seventh (7th) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Quarterly Report pursuant to Sections 5 and 6. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Quarterly Report that contains the information in Section 5 of this Disclosure Agreement by the Quarterly Filing Date, a Listed Event described in Section 7(q) shall have occurred and the District and the Developer

hereby direct the Dissemination Agent to immediately send a notice to each Repository in electronic format as required by such Repository, no later than the following Business Day in substantially the form attached as Exhibit A hereto, with a copy to the District.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the District stating that the Quarterly Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

7. Reporting of Significant Events. Pursuant to the provisions of this Section 7, the Issuer (and the Developer as to Sections 7(j), 7(l), 7(m), and 7(q) below) shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in paragraph (q) below, which notice shall be given in a timely manner:

(a) Principal and interest payment delinquencies;

(b) Non-payment related defaults, if material;

(c) Unscheduled draws on debt service reserves reflecting financial difficulties;

(d) Unscheduled draws on credit enhancements reflecting financial difficulties;

(e) Substitution of credit or liquidity providers, or their failure to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(g) Modifications to rights of the holders of the Bonds, if material;

(h) Bond calls, if material, and tender offers;

(i) Defeasances;

(j) Release, substitution, or sale of property securing repayment of the Bonds, if material (including property leased, mortgaged or pledged as such security). The sale of any real property owned by a Landowner within the District in the ordinary course of the Landowner's respective business shall not be a Listed Event for purposes of the foregoing;

(k) Rating changes;

(l) Bankruptcy, insolvency, receivership or similar event of the District or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District or any Obligated Person);

(m) The consummation of a merger, consolidation, or acquisition involving the District or any Obligated Person or the sale of all or substantially all of the assets of the District or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(n) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) Occurrence of any Event of Default under the Indenture (other than as described in clause (i) above);

(p) Amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds; and

(q) Failure to provide (i) any Annual Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Sections 3(a) and 3(d) of this Disclosure Agreement, respectively, or (ii) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5 of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any Annual Financial Information, financial statement or other financial information or operation data;

(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

9. Termination of Disclosure Agreement. In addition to any other provision of this Disclosure Agreement relating to termination, the Issuer's and the Developer's obligation under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer and/or the Developer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4, 5, 6 or 7, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interest of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and/or the Developer shall describe such amendment in its next report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District and the Developer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (a) notice of such change shall be given in the same manner as for a Listed Event; and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a potential material event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of more than 50% aggregate principal amount of outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Participating Underwriter, the Trustee, and Beneficial Owners of the Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law.

18. Agent. The Issuer and the Developer agree that the Dissemination Agent is a bona fide agent of the Issuer and the Developer and may receive from the Trustee, the Issuer or Developer directly or the Trustee may deliver to the Dissemination Agent at its request and at the expense of the Issuer or the Developer, as applicable, any information or reports it requests that the Issuer and the Developer have a right to request (inclusive of balances, payments, etc.), and in the case of the Trustee, is in the possession of and readily accessible to the Trustee.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary

By: _____
Chairman, Board of Supervisors

DFH AMELIA, LLC, a Florida limited
liability company

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT)**

U.S. BANK NATIONAL ASSOCIATION,
as Trustee, solely for purposes of
acknowledging Sections 13, 15 and 18 hereof.

By: _____
Name: _____
Title: _____

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC, as Dissemination Agent**

By: _____
Name: _____
Title: _____

EXHIBIT A
NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT/DEVELOPER REPORT

Name of District: Amelia Concourse Community Development District

Name of Bond Issue: \$_____ Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A/2018B

Name of Obligated Person: Amelia Concourse Community Development District DFH Amelia, LLC

Date of Issuance: December __, 2018

NOTICE IS HEREBY GIVEN that [the District][DFH Amelia, LLC (the "Developer")] has not provided a(n) [Annual Report][Quarterly Report] with respect to the above-named Bonds as required by [Section 4][Section 6] of the Continuing Disclosure Agreement dated [December __, 2018], among the District, the Developer, the Dissemination Agent and the Trustee named therein for the [Fiscal Year ending September 30, 20__][quarter ending _____, 20__]. The District has advised the undersigned that it anticipates that the [Annual Report][Quarterly Report] will be filed by _____, 20__.

Dated: _____, 20__

[DISSEMINATION AGENT]

cc: Amelia Concourse Community Development District
DFH Amelia, LLC

6.

This instrument was prepared by and upon recording should be returned to:

Jason M. Walters, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “Assignment”) is made and entered into this ____ day of December, 2018, by and between:

DFH AMELIA, LLC, a Florida limited liability company and the owner of certain lands within the boundary of the District whose address is 14701 Phillips Highway, Suite 300, Jacksonville, Florida 32256 (the “Developer”); and

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Nassau County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”) for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Developer is the owner and developer of the lands within the boundaries of the District (the “Lands”), as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the District has adopted an improvement plan (the “Capital Improvement Plan”) to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the District, as described in that certain *Amelia Concourse Subdivision Phase III Engineer’s Report*, dated November 5, 2018, (the “Engineer’s Report”); and

WHEREAS, the Capital Improvement Plan is in the amount of approximately \$5,160,000; and

WHEREAS, the District intends to finance all or a portion of the Capital Improvement Plan through the anticipated issuance of its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the “Series 2018A Bonds”), and its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the “Series 2018B Bonds” and, together with the Series 2018A Bonds, the “Series 2018 Bonds”)

WHEREAS, pursuant to Resolutions 2019-02, 2019-03, 2019-06 and 2019-____, the District has imposed special assessments (the “Series 2018 Assessments”) on the Lands to secure the repayment of the Series 2018 Bonds; and

WHEREAS, the Developer has acquired, or hereafter may acquire, certain rights (the “Development and Contract Rights”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Lands and the Capital Improvement Plan (collectively the “Contract Documents”); and

WHEREAS, the District and the Developer anticipate developing the Lands consistent with the Engineer’s Report and that certain *Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project)*, dated October 16, 2018 (the “Assessment Report”), until such time as the approval of a plat, declaration of condominium and/or site plan of all Lands and the payment of any true-up amounts due and securing the Series 2018 Bonds (hereinafter referred to as “Development Completion”); and

WHEREAS, in the event of default in the payment of the Series 2018 Assessments securing the Series 2018 Bonds, the District has certain remedies with respect to the lien of the Series 2018 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “Remedied Rights”); and

WHEREAS, as an inducement to the District to issue its Series 2018 Bonds, it is necessary to require the assignment of the Development and Contract Rights to complete the Capital Improvement Plan as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Capital Improvement Plan as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer to pay the Series 2018 Assessments levied against the Lands owned by the Developer; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Lands, any and all affiliated entities or successors-in-interest to the Developer’s Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Nassau County, Florida; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Plan.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Assignment.

SECTION 2. COLLATERAL ASSIGNMENT.

A. In the event of Developer's default in the payment of the Series 2018 Assessments securing the Series 2018 Bonds, the District shall be entitled to exercise its Remedied Rights to secure control and/or title to the Lands. Such exercise of Remedied Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity ("SPE") to hold title to the Lands, as designee of the District. The Developer hereby agrees to unconditionally collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by Developer, all of its Development and Contract Rights as security for Developer's payment and performance and discharge of its obligation to pay the Series 2018 Assessments levied against the Lands. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the Lands which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Nassau County, the District, any homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable. Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

1. Any declaration of covenants of a homeowner's association governing the Lands, as recorded in the Official Records of Nassau County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Developer" or "Declarant" thereunder.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the Lands.

3. Preliminary and final plats, declarations of condominium and/or site plans for the Lands.

4. To the extent that they are owned or controlled by Developer, architectural plans and specifications for buildings and other improvements to the Lands.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Lands and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Lands or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of water and waste water service to the Lands, and all hookup fees and utility deposits paid by Developer in connection therewith.

8. Permit fees, impact fees, deposits and other assessments and impositions paid by Developer to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Developer from any governmental authority or utility provider, including credit for any dedication or contribution of Lands by Developer in connection with the development of the Lands or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Developer arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the Lands, including, without limitation, any purchase and sale agreements for lots subject to a plat, declaration of condominium and/or site plan (the "Builder Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer to pay the Series 2018 Assessments levied against the Lands owned by the Developer, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2018 Bonds in full; (ii) Development Completion; (iii) transfer of any Development and Contract Rights to Nassau County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Lands that are subject to a plat, declaration of condominium and/or site plan to a homebuilder or end-user but only as to such portion transferred, from time to time (herein, the "Term"). At Landowner's request from time

to time, District and Landowner will record a notice or other appropriate instrument in the Public Records of Nassau County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowner), subject to the reasonable approval of the District and subject to conformance with the Capital Improvement Plan and documents applicable thereto.

SECTION 3. DEVELOPER WARRANTIES. The Developer represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Developer pursuant to the terms of the Builder Contracts:

A. Other than in connection with the sale of lots to end users located within Lands and in the ordinary course of business, the Developer has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Developer, the Developer has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Developer, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Lands, shall subject any and all affiliated entities or successors-in-interest of the Developer to this Assignment.

SECTION 4. DEVELOPER COVENANTS. The Developer covenants with the District that during the Term (as defined above):

A. The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Developer, together with a complete copy of any such claim.

B. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Developer or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Developer, the Developer shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one-hundred and twenty (120) days.

SECTION 5. DISTRICT OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

SECTION 6. EVENT(S) OF DEFAULT. Any breach of the Developer's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, or the failure to timely pay the Series 2018 Assessments levied and imposed upon Lands owned by the Developer, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an Event of Default (hereinafter referred to as an "Event of Default") under this Assignment.

SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT. Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedied Rights or other rights provided by law), take any or all of the following actions, at the District's option:

A. Perform any and all obligations of the Developer relating to the Development and Contract Rights and exercise any and all rights of the Developer therein as fully as Developer could;

B. Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

C. Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Lands or the performance of the Developer's obligations under the Contract Documents. Neither entry upon and taking possession of the Lands nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Developer to the District, or prohibit the taking of any other action by District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

D. To be effective upon the occurrence of an Event of Default, and after the Developer's receipt of a demand notice from the District following an Event of Default, the Developer will use reasonable, good faith efforts: (i) at the sole cost and expense of the Developer, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Developer or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Developer's receipt of a demand notice from the District following an Event of Default, the Developer will neither modify the terms of the Contract Documents in any material respect

(unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2018 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District and the holders of the Series 2018 Bonds.

SECTION 8. AUTHORIZATION. Upon the occurrence of and during the continuation of an Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

SECTION 9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code (the “Code”), and the Developer grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

SECTION 10. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the Series 2018 Bonds (the “Trustee”) and the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2018 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding, be entitled to cause the District to enforce the Developer’s obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 12. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law with respect to the executories of this Assignment; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

- A. If to the 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 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jason M. Walters
- B. If to Landowner:** DFH Amelia, LLC
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Attn:
- With a copy to:**

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. 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.

SECTION 15. ARMS' LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

SECTION 16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

SECTION 17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

SECTION 20. CONSTRUCTION. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

SECTION 21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 22. EFFECTIVE DATE. This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

[Signatures on Next Page]

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

WITNESSES:

DFH AMELIA, LLC, a Florida limited liability company

Witness Signature
Printed name: _____

By: _____
Name: _____
Title: _____

Witness Signature
Printed name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of DFH Amelia, LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

**WITNESSES:
COMMUNITY**

**AMELIA CONCOURSE
DEVELOPMENT DISTRICT**

Witness Signature
Printed name: _____

Chairperson, Board of Supervisors

Witness Signature
Printed name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Chairperson of the Board of Supervisors of the Amelia Concourse Community Development District, for and on behalf of the District. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A

7.

**AGREEMENT BETWEEN THE AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT AND DFH AMELIA, LLC
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
IMPROVEMENTS AND REAL PROPERTY**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of December, 2018, by and between:

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Nassau County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”); and

DFH AMELIA, LLC, a Florida limited liability company and the owner of certain lands within the boundary of the District whose address is 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 (the “Developer,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Nassau County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, Developer is the owner of the lands located within the boundaries of the District upon which the District has constructed or will construct certain infrastructure improvements (the “Development”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities and services (the “Improvements”) within the boundaries of the District, and the anticipated cost thereof, as described in that certain *Amelia Concourse Subdivision Phase III Engineer’s Report*, dated November 5, 2018 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the “Series 2018A Bonds”), and its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the “Series 2018B Bonds” and, together with the Series 2018A Bonds, the “Series 2018 Bonds”); and

WHEREAS, because the Series 2018 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Developer’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the Development; and

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

WHEREAS, in order to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the purchase of certain portions of the Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

SECTION 2. WORK PRODUCT. The District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the

“Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (the “Board”) the total actual amount of cost, which, in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the trustee (“Trustee”) for the Series 2018 Bonds. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be reasonable by the District Engineer and approved by the District’s Board pursuant to and as set forth in this Agreement.

B. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Development or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an “AS-IS” basis, and without any representation or warranty from the Developer to the District in respect thereto.

D. The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

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

SECTION 3. IMPROVEMENTS. The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Series 2018 Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

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

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable cost of the improvement, whichever is less, as determined by the District Engineer.

C. The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District accepts the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2018 Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. **Conveyance.** In the event that real property interests are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Developer or the value of an appraisal obtained by the District for this

purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the District may require, at Developer's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Nassau County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

- 1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to

reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

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

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

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2018 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2018 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2018 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2018 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 the 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 South Monroe Street, Suite 300

Tallahassee, Florida 32301
Attn: Jason M. Walters

B. If to Developer: DFH Amelia, LLC
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Attn: _____

With a copy to: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Series 2018 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Series 2018 Bonds, on behalf of the owners of the Series 2018 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the

holders of a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee and Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Development then-owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Developer.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2018 Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

DFH AMELIA, LLC, a Florida limited
liability company

Witness (Print Name)

By: _____
Print _____
Title: _____

Exhibit A: *Amelia Concourse Subdivision Phase III Engineer's Report*, dated November 5, 2018

Exhibit A

Amelia Concourse Subdivision Phase III Engineer's Report, dated November 5, 2018

8.

**AGREEMENT BETWEEN THE AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT AND DFH AMELIA, LLC
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of December, 2018, by and between:

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Nassau County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”); and

DFH AMELIA LLC, a Florida limited liability company and the owner of certain lands within the boundary of the District whose address is 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 (the “Developer”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to roadway improvements, stormwater management systems, water and sewer distribution systems, reclaimed water distribution systems, landscaping and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the owner and developer of the lands located within the boundaries of the District; and

WHEREAS, the District has adopted an engineer’s report for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities and services (the “Improvements”) within the boundaries of the District as described in that certain *Amelia Concourse Subdivision Phase III Engineer’s Report*, dated November 5, 2018 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the District intends to construct the Phase III infrastructure improvements, as identified in the Engineer’s Report (the “2018 Improvements”), and anticipates issuing the Series 2018 Bonds, hereinafter defined, to fund a portion of the costs of the 2018 Improvements; and

WHEREAS, the District has imposed special assessments on the property within the

District to secure financing for the construction and/or acquisition of the 2018 Improvements described in **Exhibit A**, and has validated up to \$19,700,000 in Capital Improvement Revenue Bonds to fund the planning, design, permitting, construction and/or acquisition of improvements, including the Improvements; and

WHEREAS, the District intends to finance a portion of the 2018 Improvements through the use of proceeds from the sale of its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the “Series 2018A Bonds”), and its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the “Series 2018B Bonds” and, together with the Series 2018A Bonds, the “Series 2018 Bonds”); and

WHEREAS, in order to ensure that the 2018 Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer and the District hereby agree that the District will be obligated to issue no more than \$_____ in bonds to fund the 2018 Improvements and the Developer will make provision for any additional funds that may be needed in the future for the completion of the 2018 Improvements over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. COMPLETION OF IMPROVEMENTS. The Developer and the District agree and acknowledge that the District’s proposed Series 2018 Bonds may provide only a portion of the funds necessary to complete the 2018 Improvements. In the event that the cost of the 2018 Improvements is such that the construction funds available from the Series 2018 Bonds proceeds are insufficient to complete the 2018 Improvements, the Developer hereby agrees to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the 2018 Improvements which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “Remaining Improvements”) whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and the Developer hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed.

A. When all or any portion of the Remaining Improvements are the subject of a District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto, upon written notice from the District.

B. When any portion of the Remaining Improvements is not the subject of a District contract, the Developer may choose to: (1) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements; or (2) have the District enter into a contract and proceed under Section 2. A. above, subject, in each case, to a formal determination by the District's Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District's best interests.

SECTION 3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

A. The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the 2018 Improvements may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the 2018 Improvements shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes.

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

C. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon the following: (1) the issuance of \$_____ par amount of Series 2018 Bonds and use of the proceeds thereof to fund the 2018 Improvements; and (2) the scope, configuration, size and/or composition of the 2018 Improvements not materially changing without the consent of the Developer. Such consent is not necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the 2018 Improvements are materially changed in response to a requirement imposed by a regulatory agency.

SECTION 4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific

performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the Series 2018 Bonds (the "Trustee"), and the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

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

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 Developer: DFH Amelia LLC
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Attn: _____

With a copy to: _____

Attn: _____

B. 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 South Monroe Street, Suite 300

Tallahassee, Florida 32301
Attn: Jason M. Walters

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. 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.

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

SECTION 10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2018 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 11. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee and the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

SECTION 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws

of the State of Florida. Venue shall be in Nassau County, Florida.

SECTION 13. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Developer.

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

SECTION 15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 16. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[Signatures on following page]

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

Attest:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

DFH AMELIA, LLC, a Florida limited liability company

_____	By: _____
_____	Print _____
Witness (Print Name)	Title: _____

Exhibit A: *Amelia Concourse Subdivision Phase III Engineer's Report*, dated November 5, 2018

Exhibit A

Amelia Concourse Subdivision Phase III Engineer's Report, dated November 5, 2018

9.

Prepared by and return to:
Jason M. Walters, Esq.
Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**AGREEMENT BETWEEN AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT AND DFH AMELIA, LLC
REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2018 ASSESSMENTS**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of December, 2018, by and between:

AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"); and

DFH AMELIA LLC, a Florida limited liability company and the owner of the lands within the boundary of the District, whose address is 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 (the "Landowner").

RECITALS

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

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

WHEREAS, Landowner is the owner and developer of the lands within the boundaries of the District, as more particularly described on the attached **Exhibit A** (the "Series 2018 Assessment Property"); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the District (the "Improvements") as described in that certain *Amelia Concourse Subdivision Phase III Engineer's Report*, dated November 5, 2018 (the "Engineer's Report"); and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A (the “Series 2018A Bonds”), and its \$_____ aggregate principal amount of Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B (the “Series 2018B Bonds” and, together with the Series 2018A Bonds, the “Series 2018 Bonds”); and

WHEREAS, pursuant to Resolutions 2019-02, 2019-03, 2019-06 and 2019-__ (the “Assessment Resolutions”), the District has imposed special assessments (the “Series 2018 Assessments”) on the Series 2018 Assessment Property to secure the repayment of the Series 2018 Bonds; and

WHEREAS, Landowner agrees that all Series 2018 Assessment Property, including Landowner’s property, benefit from the timely design, construction, and/or acquisition of the Improvements; and

WHEREAS, Landowner agrees that the Series 2018 Assessments have been validly imposed and constitute valid, legal and binding liens upon the Series 2018 Assessment Property within the District upon which the Series 2018 Assessments are imposed; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2018 Assessments on the Series 2018 Assessment Property; and

WHEREAS, the District’s *Third Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Bonds, Series 2018 (Phase III Project)*, dated October 16, 2018, attached hereto and incorporated herein as **Exhibit B** (the “Assessment Report”), provides that as the Series 2018 Assessment Property is developed, the allocation of the amounts assessed to and constituting a lien upon the Series 2018 Assessment Property would be calculated based upon certain density assumptions relating to the number of each type of residential units to be constructed on the developable acres within the Series 2018 Assessment Property, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Series 2018 Assessment Property will be developed based on then-existing market conditions, and the actual densities developed may be greater or lesser than the densities assumed in the District’s Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of certain plats, declarations of condominium or site plans for a parcel or tract, as described in the District’s Assessment Report (which payments shall collectively be referred to as the “True-Up Payment”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation to make the True-Up Payment, if required, relative to the Series 2018 Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. VALIDITY OF ASSESSMENTS. The Assessment Resolutions have been duly adopted by the District. The Series 2018 Assessments imposed as a lien by the District are legal, valid and binding liens on the land against which assessed until paid, coequal with the lien of all state, county, city district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2018 Assessments.

SECTION 3. COVENANT TO PAY. Landowner agrees and covenants to timely pay all such Series 2018 Assessments levied and imposed by the District pursuant to the Assessment Resolutions on assessable property owned by Landowner, whether the Series 2018 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Landowner further agrees that to the extent Landowner fails to timely pay all Series 2018 Assessments collected directly by the District, said unpaid Series 2018 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to Series 2018 Assessments. As of the date of the execution of this Agreement, Landowner has informed the District that it plans to construct or provide for the construction of a total of One Hundred Seventy-Two (172) single-family units (hereinafter, referred to as the "Units"), consisting of approximately 78 developable acres comprising the Series 2018 Assessment Property.

B. Process for Reallocation of Assessments. The Series 2018 Assessments will initially be imposed on unplatted developable acreage and will be reallocated as these lands become subject to a plat, declaration of condominium or site plan. In connection with the development of such acreage, the Series 2018 Assessments imposed on the acreage subject to the plat, declaration of condominium or site plan will be allocated based upon the precise number of Equivalent Residential Units ("ERUs") within the area subject to such plat, declaration of condominium or site plan; provided, however, that the time of execution of this Agreement, a portion of the Series 2018 Assessment Property has been subject to a plat and has accordingly been allocated its portion of the Series 2018 Assessments. In furtherance thereof, at such time as additional developable acreage is to be subject to a plat, declaration of condominium or site plan, the Landowner covenants that such document(s) shall be presented to the District and the District

shall allocate the Series 2018 Assessments to those Units that are to be subject to the plat, declaration of condominium or site plan and the remaining developable acreage in accordance with the District's Assessment Report and shall cause such reallocation to be recorded in the District's Improvement Lien Book.

i. It is an express condition of the lien established by the Assessment Resolutions that at the time of recording of any and all plats, declarations of condominium or site plans containing any portion of the lands within the Series 2018 Assessment Property, as the District's boundaries may be amended from time to time, that such document(s) shall be presented to the District for review and allocation of the Series 2018 Assessments to the Units to be subject to the plat, declaration of condominium or site plan, and the remaining property in accordance with the District's Assessment Report (hereinafter referred to as the "Reallocation"). Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The parties agree that no further action by the Board of Supervisors shall be required. The District's review of the plats, declarations of condominium or site plans shall be limited solely to the Reallocation of the Series 2018 Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat, declaration of condominium or site plan approval or disapproval powers to the District.

ii. At such time as a plat, declaration of condominium or site plan is presented to the District that involves the earlier of fifty percent (50%) of: (a) the total number of Units expected by the Landowner to be developed on the Series 2018 Assessment Property (i.e. 172 Units) or (b) the developable acreage (i.e. the 78th developable acre) within the Series 2018 Assessment Property, the following provisions shall apply. Commencing on that date and reoccurring at three (3) additional intervals thereafter (each such date being a "True-Up Date"), the District shall determine if the debt per acre remaining on the unplatted land is greater than the debt per acre at the time of imposition of the Series 2018 Assessments, and if it is, a True-Up Payment in the amount of such excess shall become due and payable by Landowner that tax year, in addition to the regular Series 2018 Assessments installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt service obligations on the Series 2018 Bonds. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the Series 2018 Bonds, the Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

iii. The remaining True-Up Dates shall occur when seventy-five percent (75%), ninety percent (90%) and one hundred percent (100%) of either the Units or developable acres within the Series 2018 Assessment Property are subject to a plat, declaration of condominium or site plan, whichever is earlier.

iv. The foregoing is based on the District's understanding with Landowner that Landowner will develop One Hundred Seventy-Two (172) Units within the Series 2018 Assessment Property as identified in the Assessment Report. However, the District agrees that nothing herein prohibits more or less than the currently planned ERUs from being developed. In no event shall the District collect Series 2018 Assessments pursuant to the Assessment

Resolutions in excess of the total debt service related to the Improvements, including all costs of financing and interest; provided, however, that the District may collect Series 2018 Assessments in excess of the annual debt service related to the Improvements, including all costs of financing and interest, which shall be applied to prepay the Series 2018 Bonds. If the strict application of the True-Up methodology to any reallocation pursuant to this paragraph would result in Series 2018 Assessments collected in excess of the District's total debt service obligation for the Improvements, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2018 Assessments.

v. Notwithstanding anything to the contrary, the Landowner shall not be required to make True-Up Payments for any portion of the Series 2018 Assessment Property that have been conveyed to the District by the Landowner by any foreclosure or deed in lieu thereof.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay and to abide by the requirements of the Series 2018 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding special, consequential and punitive damages.

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

SECTION 7. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be mailed by First Class Mail, postage prepaid, delivered by overnight delivery service, or telecopied or hand delivered to the parties, as follows:

A. If to the 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 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jason M. Walters

B. If to Landowner: DFH Amelia, LLC
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Attn: _____

With a copy to:

Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 8. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the trustee for the Series 2018 Bonds (the "Trustee") and the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the Trustee, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

SECTION 10. TERMINATION. This Agreement shall continue in effect until the earlier of: (1) the entirety of the Series 2018 Assessment Property being subject to a plat, declaration of condominium or site plan and payment of any associated True-Up Payments; or (2) the payment in full of all outstanding Series 2018 Bonds.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arms' length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the

benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing, the Trustee, on behalf of the holders of the Series 2018 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Nassau County, Florida.

SECTION 15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[Signatures on Next Page]

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

Attest:

**AMELIA CONCOURSE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

DFH AMELIA, LLC, a Florida limited
liability company

Witness (Print Name)

By: _____
Print _____
Title: _____

Exhibit A

Legal Description of Series 2018 Assessment Property

Composite Exhibit B
Assessment Methodology Reports

10.

Prepared By and Return To:

Jason M. Walters, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

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

The undersigned, being a duly authorized representative of DFH Amelia, LLC, a Florida limited liability company, as the owner of those lands described in **Exhibit A** attached hereto (the "Property"), located within the boundaries of Amelia Concourse Community Development District (the "District"), intends that it and its respective successors in interest, heirs and assigns (collectively, the "Landowner") shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. Landowner acknowledges that the District is, and has been at all times, on and after July 18, 2006, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Nassau County, Florida (the "County"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2006-58, effective as of July 18, 2006, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District (the "Board") were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from July 18, 2006, to and including the date of this Declaration.

2. The Landowner confirms and agrees, that the special assessments imposed by Resolutions 2019-02, 2019-03, 2019-06 and 2019-____, duly adopted by the Board (collectively, the "Assessment Resolutions"), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

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

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the special assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018A, and the Amelia Concourse Community Development District Capital Improvement Revenue Bonds, Series 2018B, or securing payment thereof (the "Financing Documents") are valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from District Manager, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREE TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Effective the ____ day of December, 2018.

DFH AMELIA, LLC, a Florida limited liability company

Witness Name: _____

By: _____
Print Name: _____
Title: _____

Witness Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2018, by _____, as _____, of DFH Amelia, LLC, a Florida limited liability company, on its behalf. Such person [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A

Legal Description

SEVENTH ORDER OF BUSINESS



November 20, 2018
Amelia Concourse CDD

Contract No. - 1425

MN - Weekly Service 4/3

Weekly Service includes the following:

Mowing, edging, and line trimming all irrigated turf areas weekly in the growing season, and as needed in the cool season.

Mowing of two pond banks in Phase II weekly in the growing season and as needed in the cool season.

Plant and bed care to include weekly weeding, plant IPM for insects and diseases, and pruning occurrences necessary to maintain a year-round neat appearance. The natural area along the Amelia Concourse shall be deep-cleaned as a winter operation, and kept free of vines, weeds, and dead material throughout the remainder of the year.

Weekly removal and disposal of all landscape debris, and blowing of all surfaces.

These services are part of the monthly maintenance fee.

Irrigation System Inspection

A monthly wet check will be performed on the irrigation system. At this time, all coverage, timing, and repair issues will be addressed. Customer will be billed for parts and labor required to make repairs unless it is deemed damage to the system was caused by Martex Services, Inc. A report will be generated from each inspection.

This service is part of the monthly maintenance fee.

Shrub fert

Two times per year, March and September, all plant material will be fertilized with a high quality, slow release granular shrub fertilizer.

This service is part of the monthly maintenance fee.

Turf App St. Augustine

All irrigated turf shall receive six applications fertilization, insect control, and weed control. Pre-emergant herbicides will be applied in late fall and early spring. Spot post emergent herbicide treatments will be performed as needed on all other applications. Two fertilizer applications will utilize a slow release granular, the others will be a liquid application with iron and micro nutrients.

This service is part of the monthly maintenance fee.

Hardwood mulch installed

200 bags of hardwood mulch (cypress) will be installed 2 times per year, spring and fall, to all plant beds. This service is not part of the monthly maintenance fee and will be billed when performed.

Pine straw installation

100 bales of pine straw mulch will be applied twice per year, spring and fall, in the beds designated for pine straw. This service is not part of the monthly fee, and will be billed when performed.

Seasonal flowers installed

504 annuals (4") will be rotated three times per year (spring, summer, fall/winter) in the designated flower beds and flower pots. This service is not part of the monthly fee and will be billed when performed.

Palm pruning

Nine palm trees will be pruned twice per year to remove dead fronds and fruiting bodies. This service is not part of the monthly fee and will be billed when performed.

CONTRACT SUMMARY

SERVICES	OCCURS	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
MN - Weekly Service 4/3	52	\$510.78	\$26,560.56	\$0.00	\$26,560.56
Irrigation System Inspection	12	\$120.00	\$1,440.00	\$0.00	\$1,440.00
Shrub fert	2	\$90.00	\$180.00	\$0.00	\$180.00
Turf App St. Augustine	6	\$120.00	\$720.00	\$0.00	\$720.00
Hardwood mulch installed	2	\$801.23	\$1,602.46	\$0.00	\$1,602.46
Pine straw installation	2	\$619.99	\$1,239.98	\$0.00	\$1,239.98
Seasonal flowers installed	3	\$938.44	\$2,815.32	\$0.00	\$2,815.32
Palm pruning	2	\$240.00	\$480.00	\$0.00	\$480.00
			\$35,038.32	\$0.00	\$35,038.32

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
January	\$2,408.00	\$0.00	\$2,408.00
February	\$2,408.00	\$0.00	\$2,408.00
March	\$2,408.00	\$0.00	\$2,408.00
April	\$2,408.00	\$0.00	\$2,408.00
May	\$2,408.00	\$0.00	\$2,408.00
June	\$2,408.00	\$0.00	\$2,408.00
July	\$2,408.00	\$0.00	\$2,408.00
August	\$2,408.00	\$0.00	\$2,408.00
September	\$2,408.00	\$0.00	\$2,408.00
October	\$2,408.00	\$0.00	\$2,408.00
November	\$2,408.00	\$0.00	\$2,408.00
December	\$2,408.00	\$0.00	\$2,408.00
	\$28,896.00	\$0.00	\$28,896.00

By



Tom Livingston

Date 11/20/2018

Martex

By

Date

Amelia Concourse CDD



November 20, 2018
Amelia Concourse CDD

Contract No. - 3626

One-time natural area cleanup east of front entrance between fence line and Amelia Concourse.

Beyond the initial cleanup, ongoing maintenance will require 1 man-hour per week which will impact the monthly maintenance fee by an additional \$115.00. If this service is approved, we will add it to the current service contract.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Landscaping Labor	72.00	\$35.01	\$2,520.52
Debris Disposal Maintenance	3.00	\$300.00	\$900.00
			\$3,420.52

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Landscape Work	\$0.00	\$3,420.52
		\$0.00
		\$3,420.52

Sale	\$3,420.52
Sales Tax	\$0.00
Total	\$3,420.52

By

Tom Livingston

Date 11/20/2018

Martex

By

Date

Amelia Concourse CDD

EIGHTH ORDER OF BUSINESS

Website Compliance Proposal For Amelia Concourse CDD

(<http://www.ameliaconcoursecdd.com/>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added WCAG Standards Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs based on discussed scope	As per meeting with GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



BBB Rating: A+
Click for Profile

Project: ADA and WCAG Website Compliance

Service Providers: VGlobalTech LLC, Orlando, Florida, USA

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1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The **Americans with Disabilities Act (ADA)** and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

Visit <http://vglobaltech.com/website-compliance/> for more details, do a **website compliance check on your website and to download a PDF proposal.**

1.1 Common Problems and Solutions in Website Accessibility?

1.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

1.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

1.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

1.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

2.0 Pricing

Website Complexity: **Small Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

2.1 One time (website conversion and compliance cost):

	Task	Estimated Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	\$50
	Total (one time compliance / conversion cost)	\$1750 / one time

2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task	Cost
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	Annual Maintenance (starts after initial compliance engagement quoted above is complete)	\$1250 / year

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

For Customer	Date
--------------	------

VB Joshi	
For VGlobalTech	Date

4.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



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NINTH ORDER OF BUSINESS



**4571 St. Augustine Road
Jacksonville, FL 32207
Phone: 904.733.7665
Fax: 904.733.7946
CPC 056638
CPC 044955**

November 20, 2018

CMS
475 West Town Place Suite 114
St. Augustine, FL 32092

Re: Amelia Concourse Splash Pool Plaster

Parry Pools, Inc. is pleased to provide you with our proposal for the above mentioned project. We propose to furnish all labor and materials necessary to complete the referenced project. Our proposal includes:

Splash Pool Plaster **\$20,500.00**

County and state permitting **\$350.00**

- Drain pool and remove netting
- Remove waterline tile
- Chip-out gutter for smooth transition to zero gutter
- Prep zero gutter for smooth finish
- Hydro-blast interior
- Apply bond coat to interior
- Replace 2- 12x12 and 2- 18x18 VGB grates
- Set new waterline tile with non skid tile per FL. code
- Apply CLI quartz aggregate finish

50% due at start

50% due at completion

Thank you for the opportunity to provide you with a proposal. Please call me if you have any additional questions or issues.

Sincerely,

Billy

William E Parry, III
President



313 Beach Boulevard
Jacksonville Beach, Florida 32250
(904) 246-2666
State License #CP-C044080

Renovation Proposal

November 6th, 2018
Shiver Tony
85200 Amelia Concourse

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Pool Interior:

- Drain Pool and secure from hydrostatic pressure.
- Saw cut around water line tile, return, & drain; Sound check for voids, chip marcite, pressure wash, and acid wash.
- Apply bond-coat primer to interior of pool.
- Install new VGB / ANSI – Main drain cover. Per Code
- Install new adjustable eyeball return fittings.
- Install new Standard selection pebble finish. Lifetime warranty.
- Fill pool; clean-up, remove trash and apply start-up chemicals. **\$30,291.00**

Options:

- Standard Selection Quartz finish (10 year warranty) **\$ 28,995.00**
- Bond coat or remove all old waterline tiles
- Install new standard selection waterline tiles **\$ 6,423.00**
- Repair paver decking **\$ 1,101.00**

**Serving North Florida
for 40 years**

TENTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Amelia Concourse Community Development District was held Tuesday, August 21, 2018 at 11:00 a.m. at the Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida 32034.

Present and constituting a quorum were:

James Marvin	Chairman
David Jae	Vice Chairman (by phone)
Nick Powell	Supervisor
Debbie Malloch	Supervisor
Scott Campbell	Supervisor (by phone)

Also present were:

Daniel Laughlin	District Manager
Jason Walters	District Counsel (by phone)
Dan McCranie	District Engineer
Dave deNagy	GMS
Tony Shiver	First Coast CMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Affidavit of Publication

A copy of the affidavit was included in the agenda package.

FOURTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2019 Budget

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor the public hearing was opened.
--

Mr. deNagy stated earlier this year the Board approved a budget. Letters have been sent out to all of the residents noting that there will be an increase of about \$80 a year. Some of the

changes that we are looking at in FY19 is increasing our capital reserve budget. Between capital outlay and reserve funding we were at \$37,180 and we're going to \$41,227. Looking at the amenity center costs we have increases totaling about \$8,000 that has to do with staffing and janitorial services that we receive from First Coast CMS. We are increasing utility costs and that has to do more with usage than anything. Projected totals through September 30th show an increase in our budget for electric from \$16,000 to \$16,800 and then water and sewer from \$19,000 to \$22,500.

Mr. Marvin asked are these costs that are increased a result of the growing community?

Mr. deNagy responded yes. Utility cost increases typically have to do with volume, weather or rates. It's more to do with volume and weather than anything else. Repairs and maintenance is probably the most difficult line item to budget for. Between that and irrigation repairs we are increasing about \$3,000. The repairs and maintenance increase is specifically dollars for unexpected costs that we get through the year. Contract services we're looking at an increase of about \$6,000. Most of that is our landscape and lake maintenance. The lake maintenance we are adding two ponds. Finally, in administrative we're looking at a \$10,000 increase, most of it due to estimated engineering cost for FY19.

Mr. Marvin asked what are the estimated engineering costs?

Mr. deNagy responded \$15,000.

Mr. McCranie stated that's because we're going to be under construction so I'll be overseeing a lot of different things.

Mr. Marvin asked will we be under construction?

Mr. McCranie responded in the next year for Phase 3.

Mr. Marvin asked is the CDD going to issue more bonds and the CDD will bid that work?

Mr. Powell responded I don't think any more bonds will be issued but the CDD will bid it.

Mr. Marvin asked so the developer won't do that it will be the CDD?

Mr. Powell responded yes. If the CDD is paying for the infrastructure it will have to be bid through the CDD.

Mr. Marvin asked is the bond money available for the next phase?

Mr. Powell responded that's what we were told.

Mr. McCranie stated for clarification that \$15,000 is only if I need to use it while I'm out here. Historically it has been much lower so if you wanted to move that down to \$10,000 it will probably be fine.

Mr. Marvin stated we can't exceed the budget so I'd rather leave it where it is.

Mr. deNagy stated again, we're looking at about an \$80 per year increase. \$689 is the current O&M assessment and that is proposed to move to \$771.65. The other component of your CDD assessment is debt. There will be no change in the debt assessment. The bond runs for 30 years and the assessment is fixed. We have a budget from the SPE as well; whether we need to use that or not, I don't know. We will open it up for questions from the residents.

Mr. Harvey Greenberg, 82128 Amaryllis Court, stated I'd like to understand what the CDD's responsibility as it relates to lake maintenance. Quite frankly, we're a little confused as to what is actually done.

Mr. deNagy stated lake maintenance is keeping the lakes clean and free of trash. Tony, I'm not sure about mowing the banks?

Mr. Shiver stated mowing the banks is Martex's responsibility.

Mr. Greenberg stated in both of these cases we have a total failure. Martex has not been cleaning out the lakes and they're not mowing the banks. Homeowners have been doing that because Martex doesn't. I think it needs to be addressed. Also, we have an additional employee here at the pool and we want to understand they were hired with what responsibilities and what are their qualifications?

Mr. Shiver responded the weekend attendant's responsibilities are to enforce the policies set forth by the District. Your amenity center has a set of policies and his role is to enforce those. He is not a lifeguard.

Mr. Greenberg asked so his or her qualifications are what?

Mr. Shiver responded he's active duty Navy. He is an individual that has been very respected in his military community. He is no longer going to be in this role after this season because he's going to school to pursue a medical degree.

Mr. Greenberg stated as a consequence of his role and presence here have we seen a dramatic change in the manner of the behavior of the residents using the pool?

Mr. Shiver responded for this particular community it has been worse. I don't know if that's because of the growth in the community or because of push back that there is actually someone on site to enforce policies because you've never had that before.

A resident stated whenever he says something to somebody people get mad about it and complain about it on Facebook.

Mr. Shiver stated right and unfortunately I don't monitor Facebook. It has to come to me.

Mr. Charles Gay, 95185 Wind Flower Trail, asked the CDD patrols you?

Mr. Shiver responded yes sir.

Mr. Gay stated for some reason the CDD allowed you to put this \$8,000 in that we didn't need. Most of these other areas do not have a monitor, Amelia National and Amelia Walk. We're all grown people and we can monitor our own pool.

Mr. Shiver stated if you guys don't want a facility attendant here on the weekends that's fine. You're absolutely right. You have the responsibility and ability to police yourselves. Out of every facility that we manage, and we do over 20, we have had more problems this year out of Amelia Concourse than any of them and most of it has to be because of the push back. Most residents don't want to be told they can't do something.

Ms. Malloch asked but in most of your communities they also have attendants, right?

Mr. Shiver responded that's correct. All of the CDDs that we manage have attendants. There are several HOA facilities that we manage and some of them do not.

Mr. Marvin stated if it's the person you don't like, that's one thing.

Mr. Gay stated no, we're trying to save money here and we're grown people. We don't need somebody here to tell us what to do.

Mr. Marvin stated this Board determined some time ago to have someone here to enforce the rules to protect your community from people that would come unwanted and do things you would not want. We don't expect you as an individual to enforce those rules.

Mr. Gay stated I thought that's what the HOA was for.

Mr. Marvin stated no, the HOA is separate from the CDD.

A resident stated we paid for an attendant last year but we didn't have one. Where's that money at?

Mr. Shiver responded we had an attendant here one day throughout different times rotating.

A resident stated we paid \$200 extra last year per house.

Mr. Shiver stated that was for other budget items.

Mr. Gay asked how do we get this dropped off if we don't need it?

Mr. Marvin responded we think it is needed.

A resident stated we live here. It's not needed. If we don't agree with what you're saying we're not allowed to say anything, is that what you're telling me?

Mr. Marvin responded absolutely not.

A resident stated okay so if I tell you we don't need it, that's out of order?

A resident stated they want your name and address so they can keep track. That's all.

Ms. Elizabeth Hare, 85443 Amaryllis Court, stated the rules say that you can't have kids under 16 so anybody that's here is 16 and older unless they have an adult with us. The attendant is essentially babysitting adults. That's what I'm assuming everyone is saying is that we're all adults here and we should be able to take care of ourselves.

Mr. Shiver stated I would wholeheartedly agree that everyone in this room is responsible enough to police himself or herself, but not everyone at this pool is over 16. Unfortunately we have a lot of parents that just send their kids to the swimming pool as a babysitter. I witnessed it all the time and I'm not here nearly enough. I'm not saying we need to have additional staffing to police that if you residents are able to do that on your own.

Mr. Ian Kobler, 85189 Amaryllis Court, stated having moved here last summer and reading all of the meeting minutes over the last year I understand the point of the attendant is to say checking in residents and making sure outsiders aren't coming in to use our pool. I think the main concern is if a kid jumps off something and he runs over to the kids saying "you can't jump off of that" and the parents are sitting right there, either speak to the parents or define what we want this attendant to do. If it needs to be making sure that it's residents using the pool or that type of thing I think that's one thing but I think the problem was that's not what the person was doing. As far as policing behavior at the pool, I agree. We are all adults and we should be doing that. If our kids are doing something they shouldn't be, it's up to us to say don't do that, or we go home. I think that's part of the concern is what was this person really supposed to be doing.

Mr. Terry Cator, 95193 Periwinkle Place, stated I've lived here for three and half years and I've been to the pool maybe five times. I have never been to the pool without seeing unsupervised children. I sit there and a seven year old comes up to me and cute as can be, squirts

me in the face with a squirt gun, laughs and runs away. There is no parent. It didn't kill me, but for you to tell me you've never seen unsupervised children, there absolutely are.

A resident stated I've seen parents be there and not disciplining children. We had an issue when we first moved in with someone throwing balls and being mean and their parent was right there and didn't say a word.

Mr. Cator stated so that supports the idea that we need somebody. I know it's awkward but we all have different styles of parenting and I love seeing the kids, but the I should not have to babysit someone else's kids.

Ms. Hare stated would it make a big budget difference if there were a lifeguard?

Mr. Marvin responded a lot more.

Ms. Hare stated he's a nice guy and I've seen him correct both children and adults, such as having drinks in the water he tells them "you can't have a drink in the water, you have to get out of the pool". That's fine and dandy but if you're going to have somebody there attending, wouldn't it be easier to have somebody that's actually a safety personnel? If there's a parent that has five or six kids they can't keep their eyes on all their kids 24/7.

Mr. Shiver stated one of the reasons I hired this individual is because he is CPR certified and it would be an asset to have him here in case a situation happens but he is not a lifeguard. I understand the concern over cost. That's why for a lot of the maintenance items I'm out here personally doing it so we don't have a vendor charging an exorbitant amount of money to fix something simple. That being said, there are a lot of budget concerns that we need to address this upcoming year and the budget is tight as it is. If it boils down to it and it's about the money I can potentially reduce hours and the span that he is on here. Maybe instead of from April to September, maybe we just do June and July and maybe the first part of August. I'm more than happy to work with the community. If ultimately the vast majority of the community say we can police ourselves then that is a great way to save money but I can tell you from what I've seen this last year, out of all of the communities Amelia Concourse has more problems and I had more issues on the weekends than any other.

Mr. Bill Tooey, 95211 Wind Flower, stated the pool attendant is not checking if someone belongs here or not, correct?

Mr. Shiver responded correct because they are supposed to have an access card to get in.

Mr. Tooeey asked what is the nature of the problems you have seen this year? I rarely get to the pool. I was up here one day and I thought he was very intrusive in my opinion.

Mr. Shiver responded alcohol at the pool. We have had a tremendous amount of people that are abusing the guest policy and he will call them out?

A resident asked like what? Be specific?

Mr. Shiver stated they bring ten people to the pool or a non-reserved event and they basically hold a make shift party. That abuses the five-guest policy that the District has. You have limited parking and I've received numerous emails from residents about people parking in the streets and things along those lines.

A resident stated the streets are County property so you can't really stop that.

Mr. Shiver stated I agree, I'm just telling you what comes my way and the concerns the residents have.

Mr. Tooeey asked do these problems come from one individual?

Mr. Shiver responded no. It's from various individuals. We have had problems with the access system this summer and that's been a big nightmare because we can't identify people that are breaking the rules. Typically when we have problems I can review the footage, get a time stamp and then find out exactly what card they used but because we had problems with access system it's been very difficult to identify those people and reach out to them and let them know. I'm not the fun police, nor do I want my staff to be. I want this to be a family friendly place where you can enjoy it. The Board has adopted policies that I don't have the ability to selectively enforce. If I'm aware of a policy violation I have to inform my staff to say something.

Mr. Tooeey stated you mentioned parking and we have maybe 15 parking spots for 450 homes. That's not a very good balance.

Mr. Shiver stated it's not. I was going to bring it up under my facility report but one of my suggestions to the Board was going to be that during the summer months, basically June, July and August, that maybe we do not allow private reservations at the facility on weekends. That takes up a tremendous amount of parking at the facility and it's a deterrent for a lot of residents who want to come and use the pool. It's not something we're going to implement right away, it's something I want feedback from the community before I suggest that to the Board.

A resident stated I have a problem with that in particular because most parents do not have off in the middle of the week so if they're going to hold an event for their child they're

going to do it on the weekends. That's not fair to alienate them from having an event here because you get too many people. On any day, none of these chairs are fully booked. You can walk up in the middle of the day and get a chair. This pool is not that busy.

Mr. Shiver stated I'm not against you so please don't be so combative.

A resident stated I'm not, I'm just telling you to do that to the parents who work on week days is ridiculous and I don't feel like the CDD has our best interests at heart. It's trying to control and micromanage adults who live here and pay for the facilities and that's not right. We have every right to be here and every right to have our friends over if we have an event and pay for this facility. You're alienating people.

Mr. Shiver stated I hear that argument all the time but unfortunately people believe that they have the right to do whatever they want to do.

A resident stated I'm not one of those people.

Mr. Shiver stated you're not but a lot of your resident neighbors are.

A resident stated I've looked at all of these people and I've never had a problem with any of them at the pool.

Mr. Shiver stated a lot of these people rarely ever use the pool.

A resident asked what happens to them if they break the rules?

Mr. Shiver responded we send them letters or I will personally make phone calls and talk to them but as I was saying earlier it's been very difficult this summer because we've had problems with the access system and identifying them. I don't need to call the police if it's simple.

A resident asked but why do you have to have the conversation? Why can't we have a conversation as adults with each other because we are neighbors.

Ms. Hare stated I think he's saying because it hasn't worked in the past.

A resident asked but who? You've given me two situations where there's been a problem. There needs to be more than that for us to say we agree to have policing of the pool.

Ms. Hare stated he can't out people.

Mr. Dennis Morgan, 85433 Amaryllis Court, asked Tony, I missed your introduction who are you with?

Mr. Shiver responded First Coast CMS. I manage the facility and I work with the District on some other things.

Mr. Morgan asked do we have a time limit today for the meeting? Obviously we have pool issues but do we need to keep the agenda moving?

Mr. Shiver responded after the meeting I will stay and have a workshop with any residents who want to help solve these problems.

Mr. Laughlin stated I do want to mention that just because this money is being allocated for the line item of attendant, doesn't mean it has to be spent there. We have a monthly increase of \$1,000 for the lake maintenance for the new phases that are coming in from Martex. We are also going to be discussing later CDD fencing. A lot of the fencing along the edges is looking bad and it's going to need to be replaced. We've also had an increase in pool chemical costs so it's good to have a little bit of extra money in case there are increases during the year.

Mr. James Quentin, 95257 Snapdragon, stated we have been here maybe three weeks so we're really not up to speed on these issues. For me personally, my background is 28 years in the Army with multiple deployments at all different levels of leadership and from what I can see right now there is a huge disconnect between you guys who are making up the policies and us.

Mr. Greenberg stated when the monitor was hired there was never any defining of the rules of what it is that he would be doing. Maybe there was to him, but not to any of the residents. If the County changes all of the traffic signs but doesn't tell you what they're supposed to mean, nobody is going to follow them so in order to get the cooperation and get people to be able to monitor their children better or whatever is necessary they have to know what the responsibilities are. Have we ever looked at CCTV?

Mr. Shiver responded we have surveillance here.

Mr. Greenberg asked what about outside?

Mr. Shiver responded we have outside as well.

Mr. Greenberg asked and it has just not been effective?

Mr. Shiver responded no. I can see the things that are going on and the things that are described to me by staff and then when I get angry calls from the residents about certain things I can see that as well.

Mr. Greenberg stated parents are responsible for the actions of their underage children.

Mr. Shiver stated but it's not the underage children that are harassing staff and that are upset with staff it's the parents.

A resident asked why do we have to have someone policing it if you're already watching it on film? If you have a neighbor complaint about it then you can go back to that date and time and look at it. You don't need someone standing here that corroborates your story if you have it on film. It's just a cost that we don't need.

Mr. Walt Pakkala, 95067 Wind Flower, stated I don't quite understand, all these new houses are they paying into the CDD?

Mr. Marvin responded yes they are.

Mr. Pakkala stated from my estimation you've got more people paying in, why aren't our rates going down?

Mr. Laughlin responded it's been the same amount being paid in it's just the developer or whoever owned the land has been paying it but it's the same amount that has been assessed.

Mr. Pakkala stated there are a lot of people around here on fixed incomes. This year we had a 0.3% increase on the social security rate and that's \$5 a month. The rate you're proposing is an 11.5% jump. Another thing, all these new ponds you're talking about, these people that have been here five or six years but we've got to help pay for that? Are we going to benefit from that?

Mr. Laughlin responded it's part of the stormwater management system to it helps the entire neighborhood.

Mr. Pakkala stated I don't care. Don't put them in.

Ms. Natalie Voytac, 95412 Periwinkle Place, stated I have a lot of residents that do feel there's a disconnect in communication between the CDD. I feel there is dual responsibility there. These meetings are held and hardly anyone ever attends so if you want your voice heard and you want to communicate with this board you can either email them if you can't attend in person because I realize they're not always at convenient times, ask one of the board members to relay your points for you. I do that for folks all the time. Likewise, I think there is a breakdown of communication from the CDD to the community. I don't think they are sending out regular updates and notices the way that they should because it falls to the HOA a lot of times when there are questions about this facility or this pool and we don't manage it but we handle a lot of complaints and phone calls and Facebook notifications so I think both parties could be doing a better job with communication moving forward. Tony, I think you've been put in a really tough spot and I commend how you have handled even just the questions today as well as all of the

stuff that has gone on this season. Whether or not we need a full time attendant going forward, I don't personally think that we do but I think the weekend assistance has proved beneficial in peak season like Memorial Day to Labor Day. I don't think we need to start earlier than March which I think is what's budgeted. I know there's not much we can do about the parking situation but having a swipe card doesn't necessarily mean they live here and there's a lot of gate holding and asking others to buzz people in. I would love to see the pool attendant be present up front with a sign in sheet that tracks guest usage and how many people are using if we're paying for one. We do have habitual offenders, like you said, who bring ten or twelve people every Saturday to the pool and they're having a party and not watching their kids. I have kids and I bring them to the pool. There are two problems and one is folks not monitoring their own children. We can say something to each other. I'd like to see the pool monitor enforcing the use of this room and not letting people into the clubhouse if they're wet. The furniture is falling apart from chlorine bathing suits getting on it. I know there was pushback in terms of the monitors speaking directly to children and residents getting really heated about that but you have to understand this person doesn't necessarily know what child belongs to what parent so if a parent doesn't respond immediately when a child is doing something incorrect, I don't have a problem with the monitor saying something to the child. If he says something to my child like don't run, I'm not going to get heated and get in his face because my kid shouldn't be running and if I'm not watching him or saying something then that's my fault as a parent in my opinion. I do have some questions on other items on the budget but I want to make sure we have a feel for what we're thinking with this.

Mr. Shiver stated because of some of the things that have come up recently we probably will have to shrink the time that staff is here if we do move forward with staffing. Just because we budget it doesn't mean that's what we're going to actually do but we may need to leave it in the budget because of things that we have coming up. For instance, mowing of the pond banks. Martex doesn't even have that on their contract for phase two yet and we're trying to get that done right away.

Ms. Ellen Cator, 95193 Periwinkle Place, stated as was already brought up, if they're not even mowing, we have a house not far from us and the weeds/grass is taller than I am and yes, in most cases residents take care of it, but if the company is supposed to be taking care of it, it's been a very long time.

A resident stated our pond bank has never been mowed and we were under the impression when we bought that it was our responsibility.

Mr. Shiver stated I don't find out these things until Mattamy or someone that comes to these meetings makes it known. All of the communication that I've been sending out lately regarding this facility I've added at the bottom please email me directly your concerns because then I can forward them. We get a lot of venting on Facebook and I don't see that.

A resident stated I don't see why we wouldn't be responsible for the hill. Dream Finders sodded it for me and it was a cost to me when I built so why wouldn't I be responsible?

A resident stated you keep saying that you don't use Facebook and I don't really use it that much either but if that's where the majority of people here use to community then you should monitor it.

Mr. Shiver stated I will not monitor any community Facebook page because of the vile stuff that is put on that. They can email me and I'm available. I give the residents of this community my personal cell phone.

Mr. Dennis Partridge, 95134 Snapdragon Drive, stated I can speak to the disconnect on the mowing part. It's because the CDD rules state that the homeowners who live on the lake have a responsibility to the water's edge. I'm not blaming you. That's why all of the homeowners think they have to mow. Nobody is coming over and doing it. That means the person you've been paying to mow all these years hasn't been doing their job.

Mr. Shiver stated I can't speak to Martex's contract. I'll have to look in that and see when they're supposed to be doing the other phase. I was asked to reach out to them about phase two.

A resident asked but why would phase two have their ponds mowed and not phase one? It should be in our budget if we have to pay for that.

Mr. Kobler stated we're talking about mowing the lake and I know they're looking for an increase but you and I have had conversations just about that side piece by my house. They won't mow it unless I come out and ask them to. The vegetation along Amelia Concourse is so pushed up against the fence.

Mr. Shiver stated I have a proposal that I was going to put before the board today to take care of that.

Mr. Joe Thrift, 59046 Periwinkle Place, stated we complain about everything and we have no representation out here as homeowners on this board. Until we get representation on this

board you're going to have a disconnect. There's been a suggestion that two people from the homeowners join the board that we pick to be our representative to you guys. If you don't do that there's always going to be a disconnect. I don't know who the right homeowners would be but I've been in organizations before and I had to represent a big group and it's not about me, it's about everybody. That's what the representative.

Mr. Laughlin stated eventually all five board members will be residents. It's a Florida Statute. In 2018 two seats will be available to residents.

A resident stated as board we're telling you what works for and you're telling me well this is what works for us.

Mr. Greenberg stated this year there are two seats up for election for this board. There are residents for this community that are running.

Mr. Laughlin stated it's Florida State law that after so many years and so many residents a CDD can qualify for resident boards. We can't just decide one day that we want to make the board residents. The first time we qualify is this year for two seats. In 2020 the other three seats will qualify.

Mr. Thrift stated I'm saying with the representation out here evidently things are not getting back to the board to make the proper decisions. We have funding situations and we don't hear any explanation as to where the money is going. Before you take my money you need to tell me why.

Mr. Laughlin stated every year there is a public hearing on the budget and we discuss it beforehand.

Mr. Thrift this meeting is at 11. Not everybody can attend. We have to have the proper representation and most of us feel like we don't have it.

Mr. Laughlin stated I will have business cards and it helps to hear from residents. Like she said, showing up to meetings helps a lot. We need this information from residents.

Mr. Thrift stated speaking of Facebook, you hear the same people day in and day out complaining about everything. 99% of us call bull on all of that so if you're listening to that, you're not listening to the total amount of people in this room here because none of us represent what's being put on Facebook but we hear what's being put on Facebook. There's no reason in the world to shut the pool down at 8:00 or 9:00 at night if it doesn't bother anybody here. We have taken too much away from these young people and not giving them a place to gather. This

whole island, town and County is like that. We take too much away from them when there's no avenue for them to escape and get into a great atmosphere like this and utilize the property. There's nothing to do in this town unless you're 21 and you can go out and drink. This is the perfect place for them. If they have adult supervision out here, that's fine but cutting it off at dusk is bull.

Mr. Shiver stated if anyone wants to stay after the meeting to address these kinds of concerns, I will be here but if we could get back on topic about the budget I would appreciate it.

Mr. Thrift stated every bit of it revolves around the budget.

Ms. Cator stated perhaps one of the recommendations also would be considering meetings are during the day for people that work and honestly this the largest turn out in three years that I have every seen here for the people that are here, relay to your neighbors that cannot make it to the meetings to get on the website. The website does have everything and even through there maybe should be more communication from the CDD in writing, at least that's an opportunity for the people that cannot make it to the meetings to view everything and then they can ask questions or email Tony, or whoever else to have an idea of what's going on.

A resident stated as I looked at the budget one of the things I noticed was we never see the end budget from the year prior. You have to go to the audit to see where the money was spent for the whole year. You have projections for what you're going to do for the next couple months but you don't show what you did. What happens with the excess amount?

Mr. deNagy stated our actuals like you said run through the audit process. The audit is typically started around December or January and we will get final comments from the auditor sometime before March or so and then the 2017 financials are put to rest.

A resident stated this is what I calculated based upon the audit. The projected excess revenues in 2014 were \$24,061. They were actually \$59,097. Your projected revenues for 2015 when you did the budget for 2016 were \$11,149. Your actuals were \$55,531. In 2016 your projected revenue was \$18,019. Your actual excess was \$33,947 and it goes 2017 because it's only last year we have numbers on your projected excess revenues was \$13,915 and you actually had \$48,727. I do not doubt that you're spending the money wisely where it's supposed to go. My question is when you have those revenues that are so far over, where is this money going at the end of the year because you have to balance out the books. You say you can't be under but you are over. It would be nice if we could tide that money over and save it in a fund to be use on

a year like this year when you know your costs are going to be so much higher so you're not coming at us with an 11% jump.

Mr. deNagy stated there are typically excess monies at the end of the year. A lot of that has to do with if people don't pay their property taxes in November when they're aloud to get a 4% discount, that discount reduces so that money comes back to the district each year. Some people don't pay at all by March 31st and then that goes out for tax certificate sales and in some cases we get money for tax certificates. All that money comes in, gets bundled together and thrown into the checking account. It doesn't affect the budget at all because it's over and above what was in our budget. If you look at the balance sheet we have about \$313,000 in cash. \$141,000 in immediate cash and another \$169,000 in what I'll call savings.

A resident asked is there any reason why they're not using some of that cash to cover the costs of the increase in budget?

Mr. deNagy stated we can do that but keep in mind if we have a catastrophic event we only have so much insurance and there's a deductible on that insurance so we're going to need cash anyway. We typically don't advise taking excess cash that we have so we have it in case of emergency.

A resident stated but the projection this year will once again be under what the actuality is so you're going to add to that cash reserve. We keep adding to it so it's okay to take from it every once and while. That's my suggestion.

Mr. Shiver stated this board had a reserve study done this year to tell us what kind of money we needed to have in reserve accounts for upcoming maintenance items with this facility and various projects so that's typically why they say it's not a good idea to pull out of it.

A resident asked did you see some of the cost analysis though? There's no way a roof costs as much as what is in that analysis.

Mr. Shiver stated but it's not just the roof, it's the pool equipment, the pool marcite, etc.

A resident stated when they did the analysis it was specific to the roof and it was extremely high.

Mr. Shiver stated they always go over because they want to make sure you have the funds.

A resident stated but once again you're over and we're the ones that have to pay for it.

Mr. Morgan stated in the budget there are basically two parts to the CDD, the assessment and then the O&M expenses. It sounds to me like the assessment is fixed and the O&M is where we're asking for all the increases for the amenities. Are there any projected expansions for phase two for example for an additional access? The reason I say that is right now there's one way in and one way out and with construction traffic and speeders we have a genuine concern. I didn't know if there was going to be an alternate entrance into phase two and then eventually over in phase three?

Ms. Voytac stated phase three has an additional entrance off of Amelia Concourse once that goes online. Phase three is on the opposite side, not what's being built right now.

Mr. Greenberg stated it appears that year-to-date is roughly \$570,000 on the interest income even the most prudent of people might be able to gain a little bit more than that amount on \$300,000. Have I misread this?

Mr. deNagy stated I'd have to check with our accountant. We only have a projection of \$105 for FY18.

Ms. Voytac asked what type of account is it in? Is it a checking account?

Mr. deNagy responded yes it's in a very low interest checking account. The CDD as a governmental entity is required by law to keep it in certain funds. They're typically very safe funds. Most of that is invested at the SBA I think.

Mr. Greenberg stated I understand that but there might be other vehicles that might produce more interest.

Mr. Marvin asked what's the balance in that account?

Mr. deNagy responded there are two accounts. There's a custody account and there's our SBA account. The cash account has \$141,000 and the custody account has \$169,000.

Mr. Greenberg stated I suspect that there are other safe, legally permitted vehicles that may be able to produce a little extra income.

Mr. deNagy stated we can absolutely look at that.

Ms. Voytac asked one question has to do with the facility maintenance. It looks like for this year the total projected is \$2,000 and then we're approving \$15,000. Are there some scheduled repairs? What is driving that dramatic increase?

Mr. Shiver responded air conditioning replacement, pool furniture, pressure washing and stucco repairs at the facility. We've been kind of pushing it off and this off season is the year we'd really like to paint this facility and do some things that haven't been done since it was built.

Ms. Voytac stated pool maintenance I think we're seeing some large increases as well going from \$9,600 to \$15,000.

Mr. Shiver stated that reflects the pool chemicals. The District has a contract with Poolsure who provides us with our chemicals and our chemical feeding equipment. In the past the rate has been about \$500 a month, which has been extremely cheap, in fact I'm pretty sure they've been losing money. They caught on to it so they've raised the rate on the chemicals. We're not increasing the rate for staffing or anything like that.

Mr. Thrift asked what is the rate increase for? I'll tell you why I'm confused. We have \$300,000 in reserves, right?

Mr. deNagy responded no. Part of that is current year cash.

Mr. Thrift stated so \$300,000 total and we're in excess that right now, so why are we raising to bring in more income. It looks to me in the last three or four years we've made more money coming in then we have going out and you always have a steady growth like a retirement fund. What is the point where you say enough is enough and what we pay will be stabilized? Right now I see no stabilization in there. Every time you do an increase it affects everyone here. Last Christmas all of these neighborhoods had a bunch of Christmas decorations and here we sit with two little wreaths with the lights burnt out.

Mr. Shiver stated I'll take the blame for that. I got behind last year.

Mr. Thrift stated it's not just you, there are other people out here. I don't see anything coming back to this area but we keep paying more and more. What are we getting for that increase?

A resident stated and more people are paying into it.

Ms. Malloch stated it's always been the same amount. There have always been 458 lots planned from the very beginning. The developer paid in for every lot.

A resident stated another thing is everybody seems to pay different amounts. I'm going to be paying almost \$1,600 this year.

Mr. deNagy stated some people when they were in the process of buying their homes may have paid down the debt side, or the builder may have paid down on the debt side.

Everybody has the same O&M assessments but debt service assessments may be different across the board.

Mr. Thrift stated not everybody knows the guidelines. We need to know what the responsibilities of the people working here is and what our responsibility is to them. If we have a complaint with them, who do we contact instead of getting on Facebook and ranting about it? There has to be better communication than what we have right now.

Ms. Malloch stated generally the rules are given out when you purchase your home. There are CDD guidelines and rules and generally there is something provided by the HOA when you move in as far as when their meetings are.

Ms. Voytac stated phase two is going to be under a separate HOA so that would have come from the Dream Finders folks, not from our phase one HOA.

Ms. Malloch stated that includes the pool regulations and things like that. It also generally includes the contact person if it's something related to the CDD which is the amenity center and the front entrance.

A resident asked how do you as a board get your information from us?

Ms. Malloch stated if it is CDD related it comes through Tony.

Mr. Shiver stated like I said, I'll stay here and I will brainstorm with anybody that wants to stay. I try to be anyone's advocate.

Mr. Steve, 85123 Amaryllis, stated I think just general comments as we talk about the budget is we all know the County just raised property taxes and they're going to impose a .5 gas tax as of the first of the year. At the same time, the rate for the CDD is going up so while I understand there are unavoidable expenses, I think we need to look to save wherever we can save. If our pool company just went up does it make sense to bid it out to another company? If Martex is not doing what we're paying them to do, does it make sense to look for another landscape company?

A resident stated I was just looking at the budget for janitorial. What does the janitorial include?

Mr. Shiver responded cleaning all of the bathrooms, the facility, knocking down cobwebs, and things along those lines.

A resident asked is the cable just for this one TV?

Mr. Shiver responded it should be bundled where we have cable, internet and phone here at this facility. The phone is in the onsite office that we have.

A resident stated my personal cable bill is not \$180.

Ms. Malloch stated this is annually, not monthly.

On MOTION by Ms. Malloch seconded by Mr. Marvin with all in favor the public hearing was closed.

A. Consideration of Resolution 2018-04, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2019

Mr. Walters stated as you recall our budget is a two-step process. The board approved a budget a few months ago. Resolution 2018-04 is the next step in that process and this is the formal adoption of that budget. As you can see, there are a couple blanks and those will be filled in in accordance with the budget numbers themselves.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor Resolution 2018-04 was approved.

B. Consideration of Resolution 2018-05, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2019

Mr. Walters stated now that we've approved the budget this is the process we use to raise those funds in order to fund the budget and it's the same process we've used throughout the past years. You'll see it has methods of collection, which are consistent with the methods we have used the past several years. It also allows the District Manager to certify the assessment roll to the tax collector for them to collect the on-roll assessments and we will of course directly bill any off-roll assessments as we have done in the past.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor the Resolution 2018-05 was approved.

FIFTH ORDER OF BUSINESS

Approval of the Minutes of the May 15, 2018 Meeting

There were no corrections to the minutes.

On MOTION by Mr. Powell seconded by Ms. Malloch with all in favor the minutes of the May 15, 2018 meeting were approved.

SIXTH ORDER OF BUSINESS**Acceptance of the Fiscal Year 2017 Audit**

Mr. Laughlin stated on page two you have your opinion, “In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Amelia Concourse Community Development District, as of September 30, 2017, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.” On page 31 in the last paragraph it says “during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses”. Lastly, on page 33 you have the management comments.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor the FY 2017 audit was accepted.

SEVENTH ORDER OF BUSINESS**Consideration of Proposal from Aquatic Systems to Maintain the Phase II Lakes**

Mr. Marvin stated I thought at our last meeting we were going to direct them to begin the maintenance of those lakes. Is that not the case?

Mr. McCranie stated in the last meeting minutes Daniel was to get with me and get the transfer done so that’s what I’ve been working on and now I’ve got all of the signatures to transfer officially the maintenance entity from ownership to operations and now we’ve got all of the paperwork done and I am recommending that the Board begin maintaining them.

Mr. Marvin stated we have people living down there and it’s not been mowed at all. It’s bad so we need to get that under way. Let’s get that moving.

Mr. Laughlin stated I’ll speak with Martex.

Mr. Marvin stated I want to go back. My understanding was all of these lakes were in CDD owned tracts and that the CDD maintained the banks. I’m hearing different today. Do we know anything about that? I didn’t know homeowners were maintaining the banks down to the water.

Mr. Shiver stated the only time it comes up to me is when residents address garbage in the ponds. Recently, especially in phase two, I’ve received a lot of emails about them not maintaining the grass on the pond bank so that’s when I reached out to Daniel and Dan to find

out where we were on that and reached out to Martex to get a cost to include that immediately if it is CDD tract.

Mr. Marvin stated let's find out about mowing these existing lakes.

Mr. Laughlin stated I'll look in the policy.

Mr. Marvin stated I've always believe they were CDD owned tracts and that the CDD was maintaining lake banks and to hear that homeowners are mowing down to the waters edge sounds wrong to me.

Ms. Voytac stated I live on one of the lakefronts and we do mow down to the waters edge. There's only like two sections of lake in this whole community. One is right behind this facility and one is in the woods on the far end of this main pond that are not directly behind someone's home. All of the homeowners in phase one have been mowing down to the waters edge. It actually says in our CDD paperwork that we're supposed to mow down to the waters edge. Since we've been doing it and we've been paying Martex to do it I think that's where a lot of the frustration is coming from.

Mr. Shiver stated but I don't know that.

Ms. Voytac stated our second thing is, from my understanding from Facebook, that the people in phase two are being told that the CDD will mow the pond and since that has not been our experience I don't want to be paying Martex. Ultimately we would all rather see, other than those two common areas, it be homeowner maintained.

Mr. deNagy stated we're going to check the plat.

Mr. Powell stated phase two it says the CDD is supposed to maintain it.

Mr. Walters stated we need to look at the HOA documents as well on that because often times there are requirements for them to maintain down to the waters edge and that's even on CDD owned lakes because it's common with a right of way they're often required to maintain to the back of the curb, even though it's County owned right of way so we need to marry that up to make sure whoever is the appropriate person is maintaining that.

Mr. Marvin stated that's right but the point was are we paying the maintenance group to mow them even though the homeowners are mowing them. That's what we need to figure out. How much is the proposal for?

Mr. Laughlin responded \$251 per month.

Mr. Powell asked that includes all four ponds?

Mr. Laughlin responded this is just to include three and four. This is for the water treatment, not for landscaping.

Mr. Marvin asked so this is for water treatment? What about the mowing?

Mr. Shiver stated we got a proposal from Martex to take on the Phase II pond banks for an additional \$1,000 per year.

Mr. Marvin asked are you recommending that?

Ms. Malloch responded we have to find out what the rights say. I know it says the homeowners mow down to the lake bank.

Mr. Marvin stated that's not what it says in phase two.

Ms. Malloch stated phase two shouldn't have different CDD rules.

Mr. Marvin stated you guys are going to have to sort this out. Somehow we've got to get these lake banks mowed in the second phase.

Ms. Voytac asked shouldn't the builder pay to mow the ones that are on the lots that are not owned yet and then the homeowners mow down to the waters edge on the ones that are owned?

Mr. Marvin responded typically the structure works such that when they complete the improvements within the CDD owned tract and they're done according to the engineering and design then the CDD takes it over.

Mr. deNagy stated we're going to look into it.

Mr. Marvin stated somehow we've got to help these people over in phase two that are buying the houses on the lakes and they're not mowed at all. See if we can get them done one time or something.

Ms. Cator stated I know you said you're going to look into in phase one just to clarify what's going on because then in that case perhaps the homeowner that is not mowing you would need to do something about that.

Ms. Kassandra Brown, 95099 Lilac Drive, stated I don't know if it's because homeowners are thinking that they have to mow it that they can fence it in. Can they do that if they're mowing it?

Mr. Shiver responded no. The CDD has an easement and we need to be able to access the ponds for treatment.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor the proposal from Aquatics Systems was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2018-06,
Designating a Date, Time and Location for a
Landowners' Meeting & Election**

Mr. Laughlin stated we have two seats that are coming up for general election. We have seat five, which is Scott Campbell's seat, up for landowners' election. Right now we're recommending the landowner's election to be November 27th at this location at 11:00 a.m.

Mr. Marvin asked is that the same time as the regular meeting?

Mr. Laughlin responded yes.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor Resolution 2018-06 was approved.

Ms. Candace Quentin, 95257 Snapdragon, stated those of us that possibly cannot come to that would we have ballots mailed to us?

Mr. deNagy responded we have one seat that is a landowner election. You get one vote for your property. I was looking on the Nassau County Supervisor of Elections website and we have three seats open this year. We had two people put their name in the hat. Seat two is Harvey Greenberg and Seat 3 is Ellen Cator. You ran unopposed so you will be sitting on the board. We need to allow for so many days for the election results to be certified. The third seat is open to a landowners' election. Dream Finders Homes is the bigger landowner here so they will fill that seat with somebody.

A resident asked when will we find out as far as the mowing of the lawn around the lake for phase two?

Mr. Laughlin stated there is a CDD website. I will look into having it posted there.

Mr. Shiver stated I have 140 emails and anybody who is not on the email distribution list can give me their email and I'll send out an update.

A resident stated okay because we have a lake behind our house. We've been mowing but we've even hired somebody and they just can't get a certain spot.

NINTH ORDER OF BUSIENSS

Discussion of CDD Fencing

Mr. Shiver stated our insurance carrier inspected the entire facility, including the playground, and one of the issues they brought up that they have concerns about was the pool equipment area and open access to residents so we've been working with several fence companies and they have not provided proposals yet. I hoped to have it for this meeting but basically we're looking for a proposal to fence in the pool equipment and chemical area. Also, there is a large area of fencing between this entrance and Bellflower that is leaning badly toward the boulevard. That needs to be straightened and many sections replaced. I'll have the same fence vendors look into that and give us proposals for either replacing and/or repairing whatever they can to that fence as well.

TENTH ORDER OF BUSINESS**Other Business**

Mr. Marvin stated at the furthest entrance at Bellflower where Dream Finders put up the fence and some columns there is about 100 feet that is kind of ratty looking. Can we have the maintenance people weed-eat that and clean it up?

Mr. Shiver asked you're talking about the street side of the fence?

Mr. Marvin responded yes and then it sort of blends into a natural area which is not bad.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

There being none, the next item followed.

B. Engineer

Mr. McCranie stated there are two pothole areas within the phase one roadway system. One is Bellflower and one is Windflower. I've looked at both of those. They do not appear to be caused by anything to do with the drainage system. Why that's important is currently the right-of-ways are owned by Nassau County, the roads are somewhat owned by Nassau County yet they are maintained by the original developer who has a maintenance bond so they are the official entity to maintain these roadway systems until 75% build out of everything within phases one, two and three. I have been coordinating with Pat Gilroy who is the Nassau County inspector. Pat has also contacted Jackson Shaw who was the entity who developed it and has the maintenance bond. If we don't get any response back from Jackson Shaw officially it is still the County's requirement to fix the roads and they will pull the bond. I believe each hole area is \$3,000 to \$5,000 to fix. The only reason the CDD would be required to pay for this repair is if

we found some leaking stormwater pipe underneath. In the Bellflower area there is absolutely no stormwater pipe within 400 feet. In the Windflower area there is a drainage pipe, however it's about 15 feet away from this location so I can't completely rule it out. If we find that it has a leak and it has been sucking in soil and stuff and creating the void then we would be responsible as the CDD to fix it. Currently, we don't know, but I'm still coordinating with the County. I'm going to keep pushing the County to push Jackson Shaw to get that fixed.

Mr. Powell asked is Jackson Shaw still an entity?

Mr. McCranie responded yes. I'll keep you informed with what's going on. Right now the ball is in the County's court. They're pushing it and I'm here to assist them.

I've talked about the water management district transfer from construction to maintenance so that process is done so by the next meeting will be completed and I will be checking the plat language on the pond ownership for phases one and two so I can report back and we can be clear as to what the plat says.

C. Manager – Discussion of the Fiscal Year 2019 Meeting Schedule

Mr. Laughlin stated we have four meetings scheduled.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor the Fiscal Year 2019 Meeting Schedule was approved.

D. Operations Manager - Report

Mr. Shiver stated the swimming pools at this time have no outstanding mechanical issues. We have fully taken over responsibility of reservations and the access card system. I reviewed the insurance carrier inspection and his recommendations. One of the things that I did not add is he would like special signage placed on the playground, which I have ordered. We received complaints about the second entrance to the community so I'll be walking out with Martex to get ideas and proposals to address that. Additional mulch was added to the playground to increase the thickness in case of falls. We did suffer lightening damage to the access system. We have completed adding the additional surge protection to the amenity access system so hopefully we will not have another failure. At this time I would like the board to consider adding an additional security camera to the building that costs \$350. I don't want to go into too much detail but there is an area I would like additional coverage.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor an additional security camera at the amenity center in the amount of \$350 was approved.

Mr. Shiver stated I've had several residents send me emails and I was also able to walk the area to the west of the front entrance of this community with Martex. There is a lot of overgrowth that is pushing on this gentleman's fence and there is some land right next to his house that the CDD is responsible for. I obtained a proposal from Martex for \$2,000 to bush hog and clear a four-foot section 100-feet away from the intersection west along the fence for maintenance. If you're considering approving that it could be a not to exceed and I could get another price from another vendor.

Mr. Powell stated I was going to say my advice would be to get one or two more proposals just to challenge them. Does that include the portion along the entire fence line or is it just a section?

Mr. Shiver responded this is just for this entrance but I could get additional proposals to do the entire fence line of the whole district. We did the section between the two entrances last year. Redoing it is not nearly as expensive as doing it the first time. This section to the west of the entrance hasn't been done.

Mr. Marvin stated at the newest entrance the piece I was talking about is maybe 100 to 150 feet long. He is asking about the balance of it, which is sort of a natural condition.

Mr. Powell stated that quote is just for the fence line. The fence for phase two stops halfway the length of phase two. I'm asking is that proposal from fence line to fence line?

Mr. Shiver responded this proposal is just west of the main entrance, not the second entrance.

Mr. Powell stated I would say give it to them if they can do that as well.

Mr. Shiver stated I'll bring that up to the competitors and see if I can get them to throw that in.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor a proposal to bush hog CDD property in an amount not to exceed \$2,000 was approved.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Statement of Revenues & Expenditures

Mr. Laughlin stated you have your balance sheet and income statement in your agenda package.

B. Approval of Check Register

Mr. Laughlin stated the check run totals \$55,875.41.

On MOTION by Ms. Malloch seconded by Mr. Marvin with all in favor the Check Register totaling \$55,875.41 was approved.

C. Assessment Receipt Schedule**THIRTEENTH ORDER OF BUSINESS Audience Comments / Supervisor's Requests**

Ms. Voytac stated I have two items. One is in regards to the deadbolt on this door here. We've been hearing some homeowner complaints that it's being locked from the inside, perhaps by teenagers, we're not sure but the access card won't allow residents entrance at that point in time. Is there a way to remove the deadbolt? Is it necessary or is there a way someone onsite has a key?

Mr. Shiver responded we do have a key. The simple solution is to make it a double cylinder so the lock would need a key from the inside and we can do that.

Ms. Voytac stated the second item has to do with the holiday décor. Somebody already brought it up but every year we get complaints that we're not up to par with everybody else on the Concourse. Is there any way we could discuss possibly amping that up a little bit and getting it out sooner? I know there were extenuating circumstances last year but we wouldn't be opposed to it being up before Thanksgiving just so that it's not so late in the season.

Mr. Shiver stated I would love to work with any resident that wants to volunteer and maybe put a holiday committee together. We have budget money for that so absolutely.

Mr. Tooey stated regarding the sinkholes on Windflower and Belltower, who is holding the liability until that is fixed? Who is responsible if somebody trips and gets hurt?

Mr. Walters responded the County owns the roads.

Mr. McCranie stated the County owns the right of way; they just haven't accepted maintenance of the right of way. I've talked to the County inspector who certainly knows about it; I've gone out and reviewed it so we are pushing the County and the County is trying to push the responsible party to get it moving.

Ms. Voytac asked in the interim is it possible to ask the County to put some more significant cones marking it, rather than the dollar tree ones?

Mr. McCranie stated that would be logical, however that would then mean the County would officially have to accept the fact that they are responsible for it and I don't think they have grasped that yet.

Mr. Tooley asked would it help if we continued to call the County?

Mr. McCranie responded it certainly would not hurt. It's officially a County road.

Mr. Greenberg what if we send a letter to the County putting them on notice of the dangerous situation?

Mr. McCranie responded you can.

Mr. Thrift asked so who is responsible if somebody gets hurt?

Mr. McCranie responded the County.

A resident asked do we have an estimated start time for phase three?

Mr. Powell responded we are in the process of getting things permitted. The County is reviewing engineering plans. I think we are contractually obligated to close November 20th unless we're permitted sooner than that. Immediately after that we would like to bid it and break ground.

Ms. Voytac asked so probably January at the earliest?

Mr. Powell responded most likely it won't be until the following year. Right now we've got it phased within phase three.

A resident asked are you going to open up the other entrance in there and not let the contractors come through this entrance?

Mr. Powell responded correct, there is another entrance down there.

Mr. Kobler stated you already had the big debate over the pool attendant. I know you had sent a note saying we are not permitted for night swimming. Can you clarify that?

Mr. Shiver responded when you build a commercial swimming pool and the various permits we have to go through there are certain lighting standards that need to be installed to be able to be permitted for night swimming. You do have streetlights around the perimeter of the fence and you have lights in the pool but they don't meet that illumination standard that the State requires for nighttime swimming. There was a resident who was upset about not allowing

nighttime swimming. The permit from the State does not allow nighttime swimming in this facility.

Mr. Kobler asked what happens if something happens and someone is swimming at night. Who is liable?

Mr. Walters stated that would essentially be someone trespassing if the facility is closed and the rules on trespassers being injured are a little bit different but it's one of those things you'll never hear me, as your attorney, say that the District is going to be liable for X, Y or Z, it's one of those things we manage to the best of our ability but if someone were to break into the facility or be injured I think they'd have a tough time holding anyone responsible.

Mr. Greenberg asked Tony, have you ever checked out with the contractor the electronic controls? Depending on the type of controls they are they can be turned on or off for certain times. They also make sensors for them, again depending on what they are, so if you could consider doing something that's light sensitive so that the moment it starts to become dark, in order to comply with Florida Law, no longer permits access and deactivates the card.

Mr. Shiver stated I do have that ability on the access system and that's something we will be doing. The repair to the access system that was just done gave us that ability so when the facility closes, access control will be denied.

Ms. Voytac so you'll set the hours dawn to dusk and that'll be it?

Mr. Shiver responded correct.

Mr. Tooey asked so then we can't use the clubhouse after dusk?

Mr. Shiver responded whatever time the facility closes. If you have a reservation and it's after a certain time and management permits it then we have the ability to have exceptions.

FOURTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – November 27,
2018 at 11:00 a.m. at the Amelia Concourse
Amenity Center**

Mr. Laughlin stated our next meeting is November 27th at 11:00 here at the amenity center.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Malloch seconded by Mr. Marvin with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

B.

MINUTES OF MEETING
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Amelia Concourse Community Development District was held Tuesday, October 23, 2018 at 11:00 a.m. at the Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida 32034.

Present and constituting a quorum were:

James Marvin	Chairman
Nick Powell	Supervisor
Debbie Malloch	Supervisor
Scott Campbell	Supervisor (by phone)

Also present were:

Daniel Laughlin	District Manager
Jason Walters	District Counsel (by phone)
Dan McCranie	District Engineer
Dave deNagy	GMS (by phone)
Tony Shiver	First Coast CMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Harvey Greenberg, 85128 Amaryllis Court, stated recognizing that there is going to be a change in the Board and that is effective November 20th is there a particular reason why there is election of officers on the agenda today?

Mr. Laughlin responded this is for David Jae who was in seat four which is a seat that expires in 2020. He resigned last week so we wanted to fill that seat.

Mr. Greenberg stated I understand that's appointing another person to take that place but it also says there is election of officers.

Mr. Laughlin stated we will probably wait until the next meeting to do the designation of officers. Even if we ended up doing it today we would do it again next month to add the new supervisors on.

Mr. Marvin stated he asked me about it earlier as a matter of protocol. Jason, can you hear all of this?

Mr. Walters responded I can. As Daniel said, we will probably end up tabling that because we will have to do it once the new supervisors are seated at the next meeting but generally by Statute once there is a change in composition to the Board you often times add officers. If for example you lose a Chairman, you need to have a Chairman. That is not the case here so we don't have to do that today.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of David Jae

A copy of the resignation letter was included in the agenda package.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor David Jae's resignation letter was accepted.

B. Consideration of Appointing a New Supervisor to Fill the Unexpired Term of Office (2020)

Mr. Laughlin stated Jordan Beall was put forward by Dream Finders.

Mr. Campbell stated I'd like to propose that Glen Marvin take that slot and then if Dream Finders wants their person to take Glen's slot that's doable.

Mr. Walters stated Glen won't be able to take that spot because he is currently serving in a different seat so it's not as simple as just appointing him to a different seat. He would have to resign from his current seat, which would cause a quorum issue for today. If there is a desire to keep Glen on the Board that could be done through the landowners' election next month.

Mr. Campbell stated just to clarify, at the landowners next month we could switch Glen to David's seat and this gentleman over to Glen's seat through the landowners' election?

Mr. Walters stated no, today you'll be appointing someone to fill David's seat. That will be the term that expires in 2020. There is a landowners election that occurs next month for a seat that will expire I believe in 2022 so that is the seat that Glen could be appointed to.

Mr. Campbell stated I've got a little bit of an issue with that in terms of Board makeup because until Dream Finders closes on this other phase I don't think we want to lose two seats for the bond holder.

Mr. Walters stated it's up to the Board. The Board is charged with filling vacancies on the Board.

Mr. Campbell stated can David's seat be tabled until the landowners' election?

Mr. Walters responded it can be.

Mr. Marvin stated it looks like we have a consensus here. How do we maneuver that?

Mr. Walters responded for today we won't do anything and will have that tabled. At the next meeting we will have the two new supervisors who were elected through the general election and we will have the remaining seat which is I believe Nick's seat and those two will appoint to fill the vacancy.

Mr. Marvin stated can I ask you to make sure that is correctly stated on the agenda for the next meeting?

Mr. Walters responded of course. Daniel, is the next meeting is the same date as the landowner election?

Mr. Laughlin responded correct, November 27th.

Mr. Walters stated that makes it easier. We will do it on the same day.

C. Oath of Office for Newly Appointed Supervisor

This item was tabled.

D. Consideration of Resolution 2019-01, Designating Officers

This item was tabled.

FOURTH ORDER OF BUSINESS

Consideration of Financing Matters

A. Resolution 2019-02, Declaring Special Assessments

Mr. Walters stated I think it behooves us to give a little bit of background and status as to where we are today as we head into these specific matters. As the Board knows, phase two construction is now complete so we have the one remaining phase to be constructed, which is phase three. As we did with phase two, we are moving into the financing and construction phase of the development. The purpose of today is to get the assessment process started. Obviously when we issue bonds we have to levy those assessments which will secure those bonds. Just for the Board's recollection, similar to phase two the new bonds that are issued for phase three will only affect the lands within phase three so it does not change any of the assessments for phase one or for phase two. These bonds will be secured solely by the lots that will be developed in phase three. You may recall from a couple of years ago this is the same process we used where this is the start of the process. We will have a public hearing, which you can see as set forth in

resolution 2019-03 is similar to what we did last time. You can see the methodology and engineer's report, which will be approved and attached with resolution 2019-02.

Mr. Marvin asked I have a question for Nick and our CDD engineer. Under the landscaping entry monument signage estimate there is an enormous amount of frontage on that parcel on the main road. It seems to me that if you want to have the community fencing columns that this is not nearly enough money. Is this something you've vetted and you're okay with it?

Mr. Powell stated this is Dan's cost estimate but to give you an idea, the cost for the fence on phase two was \$35,000-\$40,000 but we didn't do any landscaping because it's a natural buffer.

Mr. Marvin stated I guess what I'm saying is this enough money for what you want to do. It seems to me it calls for a continuation of the fencing, some landscaping and clean up and then a monument sign and some entry.

Mr. Powell stated Dan, correct me if I'm wrong but there's no call out for any sort of monument sign on that other entrance.

Mr. McCranie stated no.

Mr. Marvin stated I don't believe I could do the fence and the columns for \$45,000 out there but if you're comfortable with that, that's fine with me.

Mr. McCranie stated we are going to add \$120,000 for contingency within there too because we have that room. I don't have a specific plan.

Mr. Marvin asked isn't the plan to be consistent with what's already out there in terms of fencing and columns? It's a long way down through there so as long as this is enough money to cover what Dream Finders needs to spend then I don't need to raise any more issues.

Mr. McCranie responded yes. Our contingency line item will be able to handle that.

Mr. Campbell stated the cost for this exercise to this point for consultants, attorney's fees and what not, is the District bearing those costs or would Dream Finders be reimbursing the District for those costs at this point.

Mr. Walters responded you'll see a little further down the agenda, financing funding agreement, and the purpose of that agreement is just what you're speaking to which is, to the extent the District is incurring any costs, obviously if we were to get down through the financing and we issue the bonds, these costs are paid out of cost of issuance. However, until that time, we have that agreement for consideration by the Board today which provides for Dream Finders to

fully fund those costs and then once the bonds are issued they will be refunded out of cost of issuance.

Mr. Campbell stated none of this would be affected in terms of financing in the bond approval process absent of closing by Dream Finders of phase three, correct?

Mr. Walters responded that's correct. I will discuss that a little bit when we get to the funding agreement but we won't issue the bonds until after that closing occurs so there wouldn't be any financing that is closed until that occurs.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor Resolution 2019-02 was approved.

B. Resolution 2019-03, Setting a Public Hearing Date

Mr. Walters stated this resolution is required by Statute and as you've seen before this is to set the public hearing where we would finally levy those assessments to secure the bonds. You can see the dates are blank but the date we are looking at is our November meeting, which I believe is November 27th so we would schedule that hearing to take place at our regular meeting on November 27th. We will do the advertising as required by Statute for both the mailed and published notice.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor Resolution 2018-03, setting the public hearing date for November 27, 2018 at 11:00 a.m. at the Amelia Concourse amenity center was approved.

C. Financing Funding Agreement

Mr. Walters stated as a prelude to the next two provisions, as we just discussed a little bit the proposed closing on phase three is to occur toward the end of November so Dream Finders will then close on the phase three property so the next two are somewhat related to that timeline. As we stated, they are not the current owner of that property so we wanted to make sure they were providing any funding that was required by the District to undertake these efforts we're doing so that is what the purpose of this agreement is. I received a few minor comments from Dream Finders' counsel, nothing of substance that would change the structure of the agreement but I think it's fairly straight forward in terms of how we go about providing these funds and

then when we get to a closing those funds would be repaid from the cost of issuance from the funds generated by the sale of those bonds.

On MOTION by Mr. Marvin seconded by Ms. Malloch with all in favor the Financing Funding Agreement was approved.

D. Assignment Documents

Mr. Walters stated again this is somewhat related to the timing of the development we have going here. As some of the supervisors are probably familiar with there are three ways the District constructs its improvements. One is that we contract directly with a site developer/contractor to install the infrastructure. The second way is that they will be built by another entity and then the District acquires those improvements with funds raised by the sale of the bonds. The third option is what we're looking at here which is that the developer would start that process and handle all of the procurement process to get to a final contract with a contractor then we would assign that agreement over to the District so that the District would control the construction going forward. When we do that I put together this package of documents just to make sure that we're getting the correct documents that we need and that the process we need to follow is followed by the developer and that when we ultimately take assignment of that agreement we've got all of the correct sign-offs from all of the parties. It's somewhat of a composite document related to the assignment of that agreement. It's got some affidavits and contractual amendments that we always include in things like that. This will allow Dream Finders to work through the procurement process at their own cost, expense and efforts and once that is completed we can take an assignment of that agreement to complete the phase three infrastructure.

Mr. Marvin asked this is a document that requires execution so we need to move for approval?

Mr. Walters responded yes we are approving the form of those documents now but they won't be executed until the contractor has been selected and we're moving to that contract. Some of them will be signed by just Dream Finders and you are approving the form of those. Some of them will be signed by both and the contractor as well.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor the form of the Assignment Documents were approved.

FIFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Audience Comments / Supervisor's Requests

Supervisor's Requests

Mr. Marvin asked Dan, what is the hole in the road down there with a cone over it?

Mr. McCranie responded there are two, maybe three, areas in phase one and we have notified the County. The County has then sent letters to the holder of the maintenance bond. I got an email on October 19th from Nassau County copying Jackson Shaw.

Mr. Marvin stated I want to know what the hole is from.

Mr. McCranie stated we don't know the specific reason but there are no drainage issues or District owned facilities underneath the failures. It's not CDD property, it is about to be dedicated to Nassau County but there is an issue because they won't accept it until we have 75% build out of everything.

Mr. Marvin asked haven't they already accepted the water and sewer/

Mr. McCranie responded JEA has.

Mr. Marvin stated so they are earning revenue from it so if there is a failure in it now, the warranty period is way beyond expired so it's a JEA problem, right?

Mr. McCranie responded either JEA or an owner of the road problem.

Mr. Marvin asked how can it be anything but sanitary sewer?

Mr. McCranie responded it more than likely is unless it is a leak in an irrigation line or something like that.

Mr. Marvin asked how does this move toward resolution?

Mr. McCranie responded Nassau County is actively pulling the bond. They have just sent out a letter that says, "Pursuant to the terms of letter of credit Nassau County is demanding payment in the amount of \$154,000 from TD Bank who owns the standby letter of credit". Once Nassau County has that then it will be Nassau County's responsibility to maintain those roads and they will be paying for it and fixing it.

Mr. Powell asked they're pulling the entire bond?

Mr. McCranie responded they said regarding paving 12, "Repair pothole at Windflower Trail. Provide a repair method for the excessive cracking on Periwinkle, Bellflower and Lilac, and then provide a repair method for various locations throughout the phase for asphalt cracking" and then they want to replace some curb inlet aprons at structure S-32 and S-80. They say "we've notified Ron Welburn and Jackson Shaw on numerous occasions of the above stated effects and to this date the effects have not been addressed".

Mr. Marvin asked but there's not a CDD issue here?

Mr. McCranie responded it's not a CDD issue.

Mr. Powell asked you're saying once they pull the bond they are basically now fully committed to accepting the roads?

Mr. McCranie responded Nassau County is accepting phase one roads, yes. Dream Finders still has a maintenance bond on phase two and until we have 75% build out of everything it will stay in effect.

Mr. Marvin stated I have a couple other items. At the second entrance on the same road that has the hole in it, is there some reason we can't get these weeds cut down along the fence line?

Mr. Shiver responded I have a meeting tomorrow morning at 11:00 with Martex and a lot of their officers to discuss the maintenance of this property.

Mr. Marvin stated you can tell them a man with a weed eater can take care of it in about five minutes.

Mr. Shiver stated well yeah one time but they need to be maintaining it continuously so that's something we're going to be discussing.

Mr. Marvin stated I also want to talk about lake maintenance. I thought at our last meeting we agreed we were going to go ahead and mow the lake banks on the new lakes.

Mr. Shiver stated I've been in contact with Martex about that and they told me they have been maintaining phase two.

Mr. Marvin stated well then fire them because they're not mowing anything down there that I can see. Have they been mowing anything?

Mr. Powell responded not as much as they should. I'm not going to defend them because we're not contracted with them, I will just say we're seeing it with our landscapers across all of

our communities. Everyone is stretched then and it's not an excuse but I'm seeing problems with all of my communities.

Mr. Marvin stated I'm having a hard time with them trying to market and sell houses on the lake and get a premium and we can't even mow the lake banks so let's see if we can get it resolved by the next meeting. Also, Jason, I want to bring this issue up about getting in sync on all the neighborhoods with regards to lake bank maintenance. Apparently in phase one it's a covenant under the HOA for the CDD owned lakes, which I found unusual to start with, so we need to move toward being consistent throughout the community. I'd like to resolve this at the next meeting if we can do so.

Mr. Walters stated we can do that. We've had some discussions and we've looked over the documents. The main issue on some level is the HOA documents are different for phase one and phase two so it's creating some inconsistencies so we've got some ideas in terms of handling that but we've got to do it in a methodical and organized fashion but we will be able to get there. It's not uncommon to have those type of HOA covenants. The issue is really they are different for each phase. I think we can handle it from the CDD side. It's sometimes an act of congress to get HOA documents changed so it's probably easier for us to handle it from the CDDs side and just take care of it in an organized fashion.

Mr. Shiver asked does that mean I need to provide bids?

Mr. Marvin responded yes.

Audience Comments

Ms. Ellen Cator, 95193 Periwinkle Place, stated back to what you were just discussing with Jason about the CDD being able to do something about the banks being mowed, if it's written in the HOA covenants will the HOA not have to go through the process of changing those covenants for that to be adjusted for phase one?

Mr. Marvin responded I believe they will and that's what I asked him to investigate. I believe it will require at some level perhaps a modification to an HOA covenant, although, the CDD owns the lake tracts and it seems to me that through the CDD action we can obligate ourselves for that maintenance and ask other people not to be involved.

Ms. Cator asked without changing the HOA covenants?

Mr. Marvin responded yes ma'am.

Mr. Laughlin stated correct me if I'm wrong Jason but it will take a while to change the HOA covenants which is something we want to happen but in the meantime we will start taking care of it.

Ms. Cator stated right because we would need a quorum to change the HOA covenants.

Mr. Walters stated that's correct. At the end of the day there may be an HOA obligation but as Glen pointed out, we own those lake tracts. To the extent it's our property we can certainly take whatever maintenance obligations we wish, we just need to coordinate with all of the residents and make sure they understand going forward the District will be maintaining those so we don't have any overlap and confusion.

Ms. Cator stated I'm still a little unclear on how Jason is thinking he's going to get the residents that actually want to continue taking care of their own bank to not do it when it's written in the HOA covenants.

Mr. Marvin stated we know that's going to be an issue. First of all we hope the practicality of it will prevail but the CDD does own these things and they can allow or disallow activities within those areas as it deems appropriate.

Mr. Rick Fine, 85140 Amaryllis Court, stated I would certainly prefer to do my own bank than let anyone else do it. I've been doing it since I was told to do it for the last four years. I think most of us on this pond would feel the same way I do simply because we can't count on anybody other than ourselves to keep it as well cut as we do. I don't know about anyone else's pond but this one always looks good. You're going to run into a lot of problems if you're going to tell me I can't cut my own bank because I'm not going to be alone, there are going to be a lot of people that want to do their own. I may end up doing it anyway whether you tell me or not.

Mr. Powell stated as long as you're not cutting it too low you're probably not hurting it so I don't think that's a problem.

Mr. Greenberg stated if my memory serves me, at the last meeting there was a discussion to review and evaluate the Martex contract to determine what it is that they were supposed to be doing, what it is they had been doing and whether or not there has been a failure and there are credit coming to the CDD as a result of their failure to do so. Where are we with that?

Mr. Shiver stated we found out it wasn't in Martex's contract to maintain phase one lake banks.

Mr. Greenberg asked but was it in Martex's contract to maintain all common CDD areas that are not homeowner property?

Mr. Marvin responded yes.

Mr. Greenberg stated so there's been a failure there and that needs to be addressed because they have not been doing some work for a long period of time that homeowners have either had to do themselves or it hasn't been done and there should be multiple credits coming if they want to continue doing the job for this community.

Mr. Marvin stated I think he is complaining about the quality of the maintenance and I think your idea of getting credits is an outstanding idea but I doubt there is a chance we will get any.

Mr. Greenberg asked will the Board evaluate the performance of the contractor and possibly look to make a change? Take a look at the very end of Amaryllis and Windflower. There is an area maybe 30-feet wide that has never been mowed. There are homeowners here that have mowed areas behind the pool and behind the little pond on Periwinkle. We're paying for something and not getting it.

Mr. Laughlin stated Tony has to talk to them tomorrow. According to the agreement it is a 30-day termination if we are having problems.

Mr. Greenberg stated Tony if it will help, I will be more than glad to meet with you.

Mr. Shiver stated that would be great. The whole purpose for tomorrow's meeting is basically to put them on notice and show them what they haven't been doing and what needs to be done moving forward and give them that 30-day window to meet our requirements.

Mr. Greenberg asked may another one or two homeowners also meet to maybe help with things you may not be familiar with?

Mr. Shiver responded I don't have a problem with that.

Mr. Marvin stated the homeowners don't speak for the CDD, you do, Tony.

Mr. Shiver stated they are going to point out areas I may not know about.

Mr. Marvin stated how about we make it an item on next month's agenda.

Mr. Laughlin stated and if you want we can put together a scope of work and put out an RFP from there.

Mr. Marvin stated for those of you that are here, it's not unusual for us to change maintenance people. There are several major firms out there that provide these services and most

of the work is about at the same level unless you get to resort level which is much more expensive. Let us analyze this and we will bring it up at the next meeting and if we have to make a change we will start considering that.

Mr. Fine asked Glen you're going to be gone next meeting, aren't you?

Mr. Marvin responded I'll be here.

Mr. Fine asked isn't your seat going to be replaced next meeting?

Mr. Marvin responded yes but I'll be here.

SEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – November 27,
2018 at 11:00 a.m. at the Amelia Concourse
Amenity Center**

Mr. Laughlin stated our next meeting is November 27th at 11:00 here at the amenity center.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Malloch seconded by Mr. Marvin with all in favor the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

TWELFTH ORDER OF BUSINESS

D.



Amelia Concourse CDD

Field Report Nov 2018

First Coast CMS LLC

Swimming Pools

It was reported that the Activity pool has some broken pool tiles. After investigating the issue, we found that there may be an issue with the swimming pool beam. A quote from Surfside Pools, the original pool building was forwarded to District Management and a second quote is expected prior to the upcoming meeting.

Maintenance and Facility

First Coast CMS installed a “Blind child at play” sign at the request of a resident.

Wolfe Fencing installed fencing to secure the pool filter area.

Wolfe Fencing repaired and replaced about 400 linear feet of fencing at the end of Bellflower.

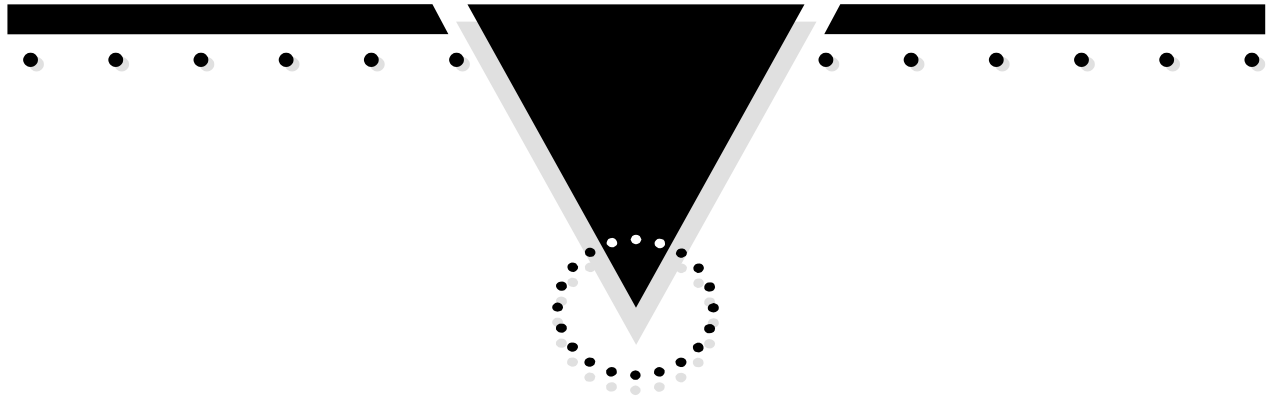
First Coast CMS installed holiday décor and lights at the front entrance and the amenity center.

Landscaping

Martex has begun mowing the ponds banks, as well as clearing the overgrowth along the Amelia Concourse BLVD. The ground cover was replaced in the median of the main entrance and additional plant material planted. The amenity center was detailed and seasonal mulch installed.

THIRTEENTH ORDER OF BUSINESS

A.



Amelia Concourse

Community Development District

Unaudited Financial Reporting
October 31, 2018



AMELIA CONCOURSE
Community Development District
Combined Balance Sheet
October 31, 2018

	<u>Governmental Fund Types</u>					<i>Totals</i> <i>(Memorandum Only)</i>
	<u>General</u>	<u>SPE, LLC</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Reserve</u>	
<u>Assets:</u>						
Cash	\$139,738	---	---	---	---	\$139,738
Cash-Regions	---	\$368,447	---	---	---	\$368,447
Land Held for Resale	---	\$54,656	---	---	---	\$54,656
Investments:						
<u>2007 Series</u>						
Reserve	---	---	\$83,292	---	---	\$83,292
Interest	---	---	---	---	---	\$0
Revenue	---	---	\$679,960	---	---	\$679,960
Prepayment	---	---	\$29,439	---	---	\$29,439
Construction	---	---	---	\$70,276	---	\$70,276
Deferred Cost	---	---	---	\$6,243	---	\$6,243
<u>2016 Series</u>						
Reserve	---	---	\$123,322	---	---	\$123,322
Interest	---	---	---	---	---	\$0
Cap Interest	---	---	---	---	---	\$0
Revenue	---	---	\$113,374	---	---	\$113,374
Prepayment	---	---	\$168,902	---	---	\$168,902
Construction	---	---	---	\$615	---	\$615
COI	---	---	---	---	---	\$0
SBA	---	---	---	---	\$68,714	\$68,714
Custody	\$94,795	---	---	---	---	\$94,795
Due From Other	\$9	---	---	---	---	\$9
Due From SPE	---	---	---	---	---	\$0
Electric Deposits	\$6,487	---	---	---	---	\$6,487
Prepaid Expenses	---	---	---	---	---	\$0
Assessment Receivable	---	---	---	---	---	\$0

TOTAL ASSETS	\$241,030	\$423,103	\$1,198,288	\$77,134	\$68,714	\$2,008,269
<u>Liabilities:</u>						
Accounts Payable	\$24,442	\$38	---	---	---	\$24,479
FICA Payable	\$92	---	---	---	---	\$92
Due to Other	---	\$342,400	---	---	---	\$342,400
Accrued Interest Payable	---	---	\$2,909,669	---	---	\$2,909,669
Accrued Principal Payable	---	---	\$585,000	---	---	\$585,000
<u>Fund Balances:</u>						
Restricted for Debt Service	---	---	(\$2,296,381)	---	---	(\$2,296,381)
Restricted for Capital Projects	---	---	---	\$77,134	---	\$77,134
Nondspendable	\$5,842	---	---	---	---	\$5,842
Unassigned	\$204,812	\$80,665	---	---	\$68,714	\$354,191
Total Liabilities, Fund Equity, Other	\$241,030	\$423,103	\$1,198,288	\$77,134	\$68,714	\$2,008,269

AMELIA CONCOURSE

Community Development District

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

Adopted Budget	Prorated Budget 10/31/18	Actual 10/31/18	VARIANCE
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REVENUES:

Special Assessment-Tax Roll	\$218,437	\$0	\$0	\$0
Special Assessment-Direct	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$42	\$42
Rental Revenue/Miscellaneous Income	\$500	\$42	\$1,012	\$971
O & M Funding - SPE (Transfer In)	\$110,240	\$0	\$0	\$0

TOTAL REVENUES

\$329,177	\$42	\$1,054	\$1,012
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EXPENDITURES:

ADMINISTRATIVE:

Supervisors	\$6,000	\$500	\$600	(\$100)
FICA Expense	\$459	\$38	\$46	(\$8)
Travel	\$300	\$25	\$0	\$25
Engineering	\$15,000	\$1,250	\$0	\$1,250
Attorney Fees	\$20,000	\$1,667	\$0	\$1,667
Annual Audit	\$3,875	\$323	\$0	\$323
Dissemination	\$3,500	\$292	\$792	(\$500)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Property Appraiser	\$0	\$0	\$0	\$0
Trustee Fees	\$8,000	\$667	\$0	\$667
Arbitrage	\$1,200	\$100	\$0	\$100
Management Fees	\$45,000	\$3,750	\$3,750	\$0
Information Technology	\$1,500	\$125	\$125	\$0
Telephone	\$150	\$13	\$64	(\$51)
Postage	\$350	\$29	\$147	(\$118)
Insurance	\$9,344	\$9,344	\$8,494	\$850
Printing and Binding	\$1,000	\$83	\$331	(\$248)
Legal Advertising	\$1,500	\$125	\$5,352	(\$5,227)
Other Current Charges	\$450	\$38	\$5	\$33
Office Supplies	\$150	\$13	\$0	\$12
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0

TOTAL ADMINISTRATIVE

\$122,953	\$23,555	\$24,881	(\$1,325)
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FIELD:

Contract Services:

Landscape Maintenance	\$26,000	\$2,167	\$1,042	\$1,125
Lake Maintenance	\$6,442	\$537	\$265	\$272
Management Company	\$6,959	\$580	\$579	\$1
Subtotal Contract Services	\$39,401	\$3,283	\$1,886	\$1,397

Repairs & Maintenance:

Repairs & Maintenance	\$14,500	\$1,208	\$758	\$450
Irrigation Repairs	\$800	\$67	\$0	\$67
Subtotal Repairs and Maintenance	\$15,300	\$1,275	\$758	\$517

AMELIA CONCOURSE

Community Development District

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	Adopted Budget	Prorated Budget 10/31/18	Actual 10/31/18	VARIANCE
Utilities:				
Electric	\$16,800	\$1,400	\$2,418	(\$1,018)
Water & Sewer	\$22,500	\$1,875	\$1,786	\$89
Subtotal Utilities	\$39,300	\$3,275	\$4,204	(\$929)
Amenity Center:				
Insurance	\$16,559	\$16,559	\$15,054	\$1,505
Amenity Staffing	\$11,097	\$925	\$571	\$354
Pool Maintenance	\$15,743	\$1,312	\$801	\$511
Pool Chemicals	\$7,500	\$625	\$757	(\$132)
Pool Permits	\$530	\$44	\$0	\$44
Cable	\$185	\$15	\$53	(\$37)
Janitorial	\$4,072	\$339	\$215	\$124
Facility Maintenance	\$15,310	\$1,276	\$0	\$1,276
Pest Control	\$0	\$0	\$75	(\$75)
Subtotal Amenity Center	\$70,996	\$21,095	\$17,526	\$3,569
Reserves:				
Capital Outlay	\$0	\$0	\$0	\$0
Capital Reserve Fund	\$41,227	\$0	\$0	\$0
Subtotal Amenity Center	\$41,227	\$0	\$0	\$0
TOTAL FIELD	\$206,224	\$28,929	\$24,374	\$4,555
TOTAL EXPENDITURES	\$329,177	\$52,484	\$49,255	\$3,229
EXCESS REVENUES (EXPENDITURES)	(\$0)		(\$48,201)	
FUND BALANCE - Beginning	\$0		\$258,855	
FUND BALANCE - Ending	(\$0)		\$210,654	

AMELIA CONCOURSE
Community Development District
AMELIA CONCOURSE SPE, LLC
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	Adopted Budget	Prorated Budget 10/31/18	Actual 10/31/18	VARIANCE
<u>REVENUES:</u>				
Bondholders Contributions	\$157,400	\$0	\$0	\$0
TOTAL REVENUES	\$157,400	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
Annual Corporate Fees	\$150	\$0	\$0	\$0
Bank Charges/Other Current	\$250	\$21	\$85	(\$64)
CDD Assessments/Transfer Out	\$110,000	\$0	\$0	\$0
Contingency/Miscellaneous	\$5,000	\$0	\$0	\$0
Insurance - Liability	\$1,500	\$0	\$0	\$0
Engineering	\$7,500	\$0	\$0	\$0
Management Fees	\$18,000	\$0	\$0	\$0
Legal Fees/Professional Fees	\$0	\$0	\$0	\$0
Property Taxes	\$15,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$157,400	\$21	\$85	(\$64)
<u>OTHER SOURCES/(USES):</u>				
Land Sale Proceeds	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES/(USES)	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		(\$85)	
FUND BALANCE - Beginning	\$0		\$80,750	
FUND BALANCE - Ending	\$0		\$80,665	

AMELIA CONCOURSE
Community Development District

2007A DEBT SERVICE FUND
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

Adopted Budget	Prorated Budget 10/31/18	Actual 10/31/18	VARIANCE
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REVENUES:

Special Assessments - Tax Collector	\$116,683	\$0	\$0	\$0
Special Assessments - Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$1,059	\$1,059
Other Revenue Sources	\$399,467	\$0	\$0	\$0

TOTAL REVENUES	\$516,150	\$0	\$1,059	\$1,059
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EXPENDITURES:

Series 2007A

Interest Expense - 11/01	\$173,075	\$0	\$0	\$0
Interest Expense - 05/01	\$173,075	\$0	\$0	\$0
Principal Expense - 05/01	\$170,000	\$0	\$0	\$0
Principal Expense - 05/01 (Prepayment)	\$0	\$0	\$0	\$0

TOTAL EXPENDITURES	\$516,150	\$0	\$0	\$0
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OTHER SOURCES/(USES)

Interfund Transfer	\$0	\$0	(\$39)	(\$39)
Other Debt Service Costs	\$0	\$0	(\$170)	(\$170)

TOTAL OTHER SOURCES AND USES	\$0	\$0	(\$209)	(\$209)
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EXCESS REVENUES (EXPENDITURES)	\$0	\$850		
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FUND BALANCE - Beginning	\$0	(\$2,702,827)		
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FUND BALANCE - Ending	\$0	(\$2,701,977)		
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AMELIA CONCOURSE
Community Development District

2016 DEBT SERVICE FUND
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

Adopted Budget	Prorated Budget 10/31/18	Actual 10/31/18	VARIANCE
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REVENUES:

Interest Income	\$240	\$20	\$92	\$72
Special Assessments- Tax Roll	\$241,250	\$0	\$0	\$0
Special Assessments- Prepayments	\$0	\$0	\$15,000	\$15,000

TOTAL REVENUES	\$241,490	\$20	\$15,092	\$15,072
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EXPENDITURES:

Series 2016

Interest Expense - 11/01	\$97,200	\$0	\$0	\$0
Interest Expense - 05/01	\$97,200	\$0	\$0	\$0
Principal Expense - 05/01	\$45,000	\$0	\$0	\$0
Principal Expense - 05/01 (Prepayment)	\$55,174	\$0	\$0	\$0

TOTAL EXPENDITURES	\$294,574	\$0	\$0	\$0
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OTHER SOURCES/(USES)

Interfund Transfer	\$0	\$0	\$0	\$0
Bond Proceeds	\$0	\$0	\$0	\$0

TOTAL OTHER SOURCES AND USES	\$0	\$0	\$0	\$0
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EXCESS REVENUES (EXPENDITURES)	(\$53,084)	\$15,092		
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FUND BALANCE - Beginning	\$53,084	\$390,505		
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FUND BALANCE - Ending	\$0	\$405,597		
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AMELIA CONCOURSE
Community Development District
Capital Reserve Fund
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	Adopted Budget	Prorated 10/31/18	Actual 10/31/18	Variance
<u>Revenues:</u>				
Interest	\$175	\$15	\$138	\$123
Capital Reserve Funding - Transfer In	\$41,227	\$0	\$0	\$0
Total Revenues	\$41,402	\$15	\$138	\$123
<u>Expenditures</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Repair and Replacement	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
<u>OTHER SOURCES/(USES)</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other Sources/(Uses)	\$0	\$0	\$0	\$0
EXCESS REVENUE (EXPENDITURES)	\$41,402		\$138	
FUND BALANCE - Beginning	\$67,004		\$68,576	
FUND BALANCE - Ending	\$108,406		\$68,714	

AMELIA CONCOURSE
Community Development District
CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	Series 2007	Series 2016
<u>REVENUES:</u>		
Interest Income	\$102	\$0
Total Revenues	\$102	\$0
<u>EXPENDITURES:</u>		
Capital Outlay	\$0	\$0
Cost of Issuance	\$0	\$0
Total Expenditures	\$0	\$0
<u>OTHER SOURCES/(USES)</u>		
Interfund Transfer	\$39	\$0
Bond Process	\$0	\$0
Total Other Sources/(Uses)	\$39	\$0
EXCESS REVENUES (EXPENDITURES)	\$141	\$0
FUND BALANCE - Beginning	\$76,378	\$615
FUND BALANCE - Ending	\$76,519	\$615

Amelia Concourse
Community Development District
General Fund
 Month By Month Income Statement
 Fiscal Year 2019

[illegible]

Amelia Concourse

Community Development District

Long Term Debt Report

Series 2007 Capital Improvement Revenue Bonds		
Interest Rate:		5.75%
Maturity Date:		5/1/38
Reserve Fund Definition:	7.0264% of Deemed Outstanding	
Reserve Fund Requirement:		\$454,605.97
Reserve Balance:		\$83,292.49
Bonds outstanding - 9/30/2013		\$7,255,000
Less: November 1, 2013		\$0
Less: May 1, 2014 (Mandatory)		(\$125,000)
Less: May 1, 2014 (Prepayment)		(\$65,000)
Less: May 1, 2014 (Prior Years)		(\$435,000)
Less: November 1, 2014 (Prepayment)		(\$85,000)
Less: May 1, 2015 (Prepayment)		(\$75,000)
Current Bonds Outstanding		\$6,470,000

Series 2016 Capital Improvement Revenue Bonds		
Interest Rate:		6.00%
Maturity Date:		5/1/47
Reserve Fund Definition:	50% of MADS	
Reserve Fund Requirement:		\$123,050.00
Reserve Balance:		\$123,321.50
Bonds outstanding - 6/30/2016		\$3,385,000
Less: May 1, 2018 (Mandatory)		(\$40,000)
Less: May 1, 2018 (Prepayment)		(\$60,000)
Current Bonds Outstanding		\$3,285,000

B.

Amelia Concourse
Community Development District
Check Register Summary
August 1, 2018 through October 31, 2018

Fund	Date	Check #'s	Amount
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Payroll

8/24/18	50130-50133	\$	738.80
10/30/18	50134-50136	\$	554.10

Sub-Total	\$	1,292.90
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General Fund

8/2/18	1361-1364	\$	6,062.64
8/9/18	1365-1371	\$	8,821.33
8/23/18	1372-1377	\$	10,270.92
8/30/18	1378-1380	\$	1,051.17
9/6/18	1381-1385	\$	3,878.48
9/13/18	1386-1390	\$	6,232.35
9/20/18	1391	\$	22.00
10/4/18	1392-1399	\$	7,844.91
10/11/18	1400-1406	\$	10,063.28
10/19/18	1407-1410	\$	7,429.00
10/25/18	1411	\$	300.34
10/31/18	1412-1413	\$	4,528.54

Sub-Total	\$	66,504.96
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Total	\$	67,797.86
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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/02/18	00041	7/17/18 2546	201807 320-57200-46200	SEASONAL FLOWERS INSTALL	*	938.44	
				MARTEX SERVICES LANDSCAPE MGMT			938.44 001361
8/02/18	00082	7/13/18 31722313	201807 320-53800-45513	FIRE ANT SERVICE	*	75.00	
				NADARS PEST CONTROL			75.00 001362
8/02/18	00055	7/25/18 444536	201807 310-51300-48000	NOTICE OF PUBLIC HEARINGS	*	4,049.20	
				NEWS LEADER			4,049.20 001363
8/02/18	00084	8/01/18 13129557	201808 320-57200-45400	AUG BULK POOL CHEMICALS	*	1,000.00	
				POOLSURE			1,000.00 001364
8/09/18	00027	8/01/18 417910	201808 320-57200-46800	AUG LAKE MAINTENANCE	*	258.00	
				AQUATIC SYSTEMS, INC.			258.00 001365
8/09/18	00001	7/31/18 62615315	201807 310-51300-42000	JUL FEDEX POSTAGE	*	24.45	
				FEDEX			24.45 001366
8/09/18	00049	8/01/18 3871	201808 320-57200-46000	AUG JANITORIAL SERVICES	*	215.20	
		8/01/18 3871	201808 320-57200-45300	AUG POOL MAINTENANCE	*	800.80	
		8/01/18 3871	201808 320-57200-34000	AUG SITE MANAGEMENT	*	579.00	
		8/01/18 3871	201808 320-57200-34100	AUG STAFFING ATTENDANT	*	1,697.00	
				FIRST COAST CMS, LLC			3,292.00 001367
8/09/18	00049	8/07/18 3886	201808 310-51300-51000	PHONE FOR OFFICE/SUPPLIES	*	71.00	
		8/07/18 3886	201808 320-57200-62000	CLEANER	*	7.47	
		8/07/18 3886	201808 320-57200-62000	JANITORIAL SUPPLIES	*	24.99	
		8/07/18 3886	201808 320-57200-62000	WASP SPRAY	*	5.32	
				FIRST COAST CMS, LLC			108.78 001368
8/09/18	00005	8/01/18 195	201808 310-51300-34000	AUG MANAGEMENT FEES	*	3,605.00	

ACON AMELIA CONCOUR HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		8/01/18 195	201808 310-51300-35100		*	125.00	
			AUG INFORMATION TECH				
		8/01/18 195	201808 310-51300-32400		*	291.67	
			AUG DISSEMINATION FEES				
		8/01/18 195	201808 310-51300-51000		*	.45	
			OFFICE SUPPLIES				
		8/01/18 195	201808 310-51300-42000		*	7.26	
			POSTAGE				
		8/01/18 195	201808 310-51300-42500		*	5.70	
			COPIES				
				GOVERNMENTAL MANAGEMENT SERVICES			4,035.08 001369
8/09/18 00041		7/28/18 2692	201807 320-57200-46400		*	61.02	
			IRRIGATION REPAIRS				
				MARTEX SERVICES LANDSCAPE MGMT			61.02 001370
8/09/18 00041		8/01/18 2833	201808 320-57200-46200		*	1,042.00	
			AUG LANDSCAPE MAINTENANCE				
				MARTEX SERVICES LANDSCAPE MGMT			1,042.00 001371
8/23/18 00086		8/15/18 101	201803 320-57200-43100		*	1,000.00	
			FPL STREET LIGHT DEPOSIT				
		8/15/18 101A	201803 320-57200-43100		*	499.66	
			MAR STREET LIGHT SERVICE				
		8/15/18 101B	201804 320-57200-43100		*	490.57	
			APR STREET LIGHT SERVICE				
		8/15/18 101C	201805 320-57200-43100		*	483.08	
			MAY STREET LIGHT SERVICE				
		8/15/18 101D	201806 320-57200-43100		*	483.08	
			JUN STREET LIGHT SERVICE				
		8/15/18 101E	201807 320-57200-43100		*	483.85	
			JUL STREET LIGHT SERVICE				
				AMELIA CONCOURSE PHASE II			3,440.24 001372
8/23/18 00017		7/19/18 07192018	201808 320-57200-43100		*	491.05	
			AUG STREET LIGHT SERVICE				
				FPL			491.05 001373
8/23/18 00016		8/16/18 17218	201808 310-51300-32100		*	1,200.00	
			2007 6/30/18 ARBITRAGE				
				GRAU AND ASSOCIATES			1,200.00 001374
8/23/18 00002		7/31/18 101844	201806 310-51300-31500		*	57.00	
			ADA WEBSITE COMPLIANCE				
				HOPPING GREEN & SAMS			57.00 001375
				ACON AMELIA CONCOUR HSMITH			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/23/18	00041	6/01/18 1800	201806 320-57200-46200		*	1,042.00	
			JUN LANDSCAPE MAINTENANCE				
				MARTEX SERVICES LANDSCAPE MGMT			1,042.00 001376
8/23/18	00022	7/25/18 5066830	201807 310-51300-32300		*	290.63	
			INCIDENTAL EXPENSES				
		7/25/18 5066830	201807 310-51300-32300		*	937.50	
			SERIES 2016 TRUSTEE FEES				
		7/25/18 5066830	201807 300-15500-10000		*	2,812.50	
			SERIES 2016 TRUSTEE FEES				
				U.S. BANK			4,040.63 001377
8/30/18	00001	8/21/18 62825679	201808 310-51300-42000		*	97.14	
			AUG FEDEX POSTAGE				
				FEDEX			97.14 001378
8/30/18	00017	8/20/18 08202018	201808 320-57200-43100		*	468.03	
			PH2 STREETLIGHT 7/19-8/20				
				FPL			468.03 001379
8/30/18	00041	8/20/18 3086	201808 320-57200-46200		*	486.00	
			PRUNED PALM TREES				
				MARTEX SERVICES LANDSCAPE MGMT			486.00 001380
9/06/18	00001	8/28/18 62901288	201808 310-51300-42000		*	42.60	
			AUG FEDEX POSTAGE				
				FEDEX			42.60 001381
9/06/18	00049	9/03/18 3937	201808 320-57200-62000		*	53.49	
			NETWORK SWITCH INTERNET				
		9/03/18 3937	201808 320-57200-62000		*	22.33	
			SCRUB PADS				
		9/03/18 3937	201808 320-57200-62000		*	98.41	
			SURGE PROTECTION				
		9/03/18 3937	201808 320-57200-62000		*	3.19	
			CAT 5 CABLE				
		9/03/18 3937	201808 320-57200-62000		*	117.61	
			REPLACEMENT LOCKS				
		9/03/18 3937	201808 320-57200-62000		*	24.59	
			FILTER POWDER				
		9/03/18 3937	201808 310-51300-51000		*	79.17	
			PRINTER INK				
		9/03/18 3937	201808 320-57200-62000		*	25.63	
			JANITORIAL SUPPLIES				
		9/03/18 3937	201808 320-57200-45400		*	106.92	
			POOL ALGAECIDE				

ACON AMELIA CONCOUR HSMITH

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 11/20/18	PAGE 4
*** CHECK DATES 08/01/2018 - 10/31/2018 ***												
AMELIA CONCOURSE - GF												
BANK A AMELIA CON - GENERAL												
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	....CHECK.....
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT #	
		9/03/18	3937	201808	320	57200	62000		*	3.72		
			BLEACH									
		9/03/18	3937	201808	320	57200	62000		*	24.59		
			FILTER POWDER									
		9/03/18	3937	201808	320	57200	62000		*	35.23		
			FILTER POWDER/WASP SPRAY									
								FIRST COAST CMS, LLC			594.88 001382	
9/06/18	00049	9/01/18	3921	201809	320	57200	46000		*	215.20		
			SEP JANITORIAL SERVICES									
		9/01/18	3921	201809	320	57200	45300		*	800.80		
			SEP POOL MAINTENANCE									
		9/01/18	3921	201809	320	57200	34000		*	579.00		
			SEP SITE MANAMAGEMENT									
		9/01/18	3921	201809	320	57200	34100		*	571.00		
			SEP STAFFING									
								FIRST COAST CMS, LLC			2,166.00 001383	
9/06/18	00082	8/13/18	31976360	201808	320	53800	45513		*	75.00		
			AUG FIRE ANT SERVICE									
								NADARS PEST CONTROL			75.00 001384	
9/06/18	00084	9/01/18	13129558	201809	320	57200	45400		*	1,000.00		
			SEP POOL CHEMICALS									
								POOLSURE			1,000.00 001385	
9/13/18	00027	9/01/18	420875	201809	320	57200	46800		*	258.00		
			SEP LAKE MAINTENANCE									
								AQUATIC SYSTEMS, INC.			258.00 001386	
9/13/18	00005	9/04/18	196	201809	310	51300	34000		*	3,605.00		
			SEP MANAGEMENT FEES									
		9/04/18	196	201809	310	51300	35100		*	125.00		
			SEP INFORMATION TECH									
		9/04/18	196	201809	310	51300	32400		*	291.67		
			SEP DISSEMINATION FEES									
		9/04/18	196	201809	310	51300	51000		*	15.60		
			OFFICE SUPPLIES									
		9/04/18	196	201809	310	51300	42000		*	9.40		
			POSTAGE									
		9/04/18	196	201809	310	51300	42500		*	323.40		
			COPIES									
								GOVERNMENTAL MANAGEMENT SERVICES			4,370.07 001387	
9/13/18	00002	8/31/18	102496	201807	310	51300	31500		*	409.50		
			RVW DRAFT AMENDMENT									
								HOPPING GREEN & SAMS			409.50 001388	
								ACON AMELIA CONCUR HSMITH				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/13/18	00041	7/31/18 3174	201807 320-57200-46400	IRRIGATION REPAIRS	*	152.78	
				MARTEX SERVICES LANDSCAPE MGMT			152.78 001389
9/13/18	00041	9/01/18 3307	201809 320-57200-46200	SEP LANDSCAPE MAINTENANCE	*	1,042.00	
				MARTEX SERVICES LANDSCAPE MGMT			1,042.00 001390
9/20/18	00041	8/31/18 3412	201808 320-57200-46400	IRRIGATION REPAIRS	*	22.00	
				MARTEX SERVICES LANDSCAPE MGMT			22.00 001391
10/04/18	00027	10/01/18 423928	201810 320-57200-46800	OCT LAKE MAINTENANCE	*	265.00	
				AQUATIC SYSTEMS, INC.			265.00 001392
10/04/18	00081	10/01/18 2	201810 310-51300-32400	2016 11/1/18 AMORT PREPAY	*	500.00	
				DISCLOSURE SERVICES, LLC			500.00 001393
10/04/18	00017	9/26/18 09262018	201810 320-57200-43100	OCT PH 2 STREETLIGHTING	*	507.03	
				FPL			507.03 001394
10/04/18	00005	9/20/18 197	201810 310-51300-31300	ASSESS ROLL ADMIN FY 19	*	5,000.00	
				GOVERNMENTAL MANAGEMENT SERVICES			5,000.00 001395
10/04/18	00087	10/04/18 10042018	201810 300-36900-10100	RENTAL DEPOSIT REFUND	*	50.00	
				LAVERNE WRIGHT			50.00 001396
10/04/18	00055	10/02/18 462202	201810 310-51300-48000	NOTICE OF SPECIAL MEETING	*	247.60	
				NEWS LEADER			247.60 001397
10/04/18	00055	10/02/18 462305	201810 310-51300-48000	NOTICE OF LO MEETING	*	675.28	
				NEWS LEADER			675.28 001398
10/04/18	00084	10/01/18 13129558	201810 320-57200-45400	OCT POOL CHEMICALS	*	600.00	
				POOLSURE			600.00 001399
10/11/18	00049	10/01/18 3977	201810 320-57200-46000	OCT JANITORIAL SERVICES	*	215.20	

ACON AMELIA CONCOUR HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/01/18 3977	201810 320-57200-45300 OCT POOL MAINTENANCE		*	800.80	
		10/01/18 3977	201810 320-57200-34000 OCT SITE MANAGEMENT		*	579.00	
		10/01/18 3977	201810 320-57200-34100 OCT STAFFING		*	571.00	
			FIRST COAST CMS, LLC				2,166.00 001400
10/11/18 00049		10/04/18 3993	201809 320-57200-62000 EXTRA KEY FOR STAFF		*	3.21	
		10/04/18 3993	201809 320-57200-46100 TRASH PICKUP		*	79.26	
		10/04/18 3993	201809 320-57200-45400 POOL CHEMICALS		*	88.23	
		10/04/18 3993	201809 320-57200-62000 REPLACEMENT TOILET		*	223.49	
		10/04/18 3993	201809 320-57200-62000 REPLACEMENT FAUCET		*	164.27	
		10/04/18 3993	201809 320-57200-62000 BLIND CHIL SIGN		*	120.13	
		10/04/18 3993	201809 320-57200-62000 MOUNTING TAPE/SUPPLIES		*	20.09	
			FIRST COAST CMS, LLC				698.68 001401
10/11/18 00005		10/01/18 198	201810 310-51300-34000 OCT MANAGEMENT FEES		*	3,750.00	
		10/01/18 198	201810 310-51300-35100 OCT INFORMATION TECH		*	125.00	
		10/01/18 198	201810 310-51300-32400 OCT DISSEMINATION SERVICE		*	291.67	
		10/01/18 198	201810 310-51300-51000 OFFICE SUPPLIES		*	.21	
		10/01/18 198	201810 310-51300-42000 POSTAGE		*	19.43	
		10/01/18 198	201810 310-51300-42500 COPIES		*	331.35	
		10/01/18 198	201810 310-51300-41000 TELEPHONE		*	63.94	
			GOVERNMENTAL MANAGEMENT SERVICES				4,581.60 001402
10/11/18 00041		10/01/18 3689	201810 320-57200-46200 AUG LANDSCAPE MAINTENANCE		*	1,042.00	
			MARTEX SERVICES LANDSCAPE MGMT				1,042.00 001403
10/11/18 00012		9/29/18 3437	201808 310-51300-31100 AUG SERVICES - POTHOLE		*	600.00	
			MCCRANIE & ASSOCIATES, INC				600.00 001404
			ACON AMELIA CONCOUR HSMITH				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/11/18	00012	9/29/18 3440	201809 310-51300-31100	MEETING/HOURLY SERVICES	*	900.00	
				MCCRANIE & ASSOCIATES, INC			900.00 001405
10/11/18	00082	9/24/18 32377105	201809 320-53800-45513	SEP FIRE ANT TREATMENT	*	75.00	
				NADARS PEST CONTROL			75.00 001406
10/19/18	00061	8/07/18 1133929	201808 320-57200-62000	SET UP REMOTE CONNECTION	*	135.00	
				ATLANTIC COMPANIES			135.00 001407
10/19/18	00002	9/30/18 103121	201808 310-51300-31500	PREPARE BUDGET RESOLUTION	*	1,289.50	
				HOPPING GREEN & SAMS			1,289.50 001408
10/19/18	00088	9/20/18 09202018	201809 320-57200-62000	FENCE REPAIR	*	4,204.50	
				WOLFE FENCING CO.			4,204.50 001409
10/19/18	00088	9/20/18 09202018	201809 320-57200-62000	FENCE REPAIR	*	1,800.00	
				WOLFE FENCING CO.			1,800.00 001410
10/25/18	00089	10/05/18 51045	201810 320-57200-62000	A/C REPAIRS	*	300.34	
				BOWMAN HEATING & AIR CONDITIONING			300.34 001411
10/31/18	00001	10/23/18 63464601	201810 310-51300-42000	OCT FEDEX POSTAGE	*	99.18	
				FEDEX			99.18 001412
10/31/18	00055	10/31/18 468851	201810 310-51300-48000	NOTICE PH 11/27/18	*	4,429.36	
				NEWS LEADER			4,429.36 001413
TOTAL FOR BANK A						66,504.96	
TOTAL FOR REGISTER						66,504.96	

ACON AMELIA CONCOUR HSMITH

Attendance Sheet

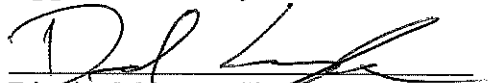
District Name: Amelia Concourse CDD

Board Meeting Date: August 21, 2018 Meeting

	Name	In Attendance	Fee
1	Deborah Malloch	✓	\$ 200.00
2	Glen Marvin	✓	\$ 200.00
3	Scott Campbell	✓	\$200.00
4	David Jae	✓	\$ 200.00
5	Nick Powell	✓	N/A

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

8/21/18
Date

PLEASE RETURN COMPLETED FORM TO BRIAN SANCHEZ

Attendance Sheet

District Name: Amelia Concourse CDD

Board Meeting Date: October 23, 2018 Special Meeting

	Name	In Attendance	Fee
1	Deborah Malloch	✓	\$ 200.00
2	Glen Marvin	✓	\$ 200.00
3	Scott Campbell	✓	\$200.00
4	VACANT		\$ 200.00
5	Nick Powell		N/A

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

10/26/18
Date

PLEASE RETURN COMPLETED FORM TO HANNAH SMITH



INVOICE

Date	Invoice No.
07/17/18	2546
Terms	Due Date
Net 30	08/16/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

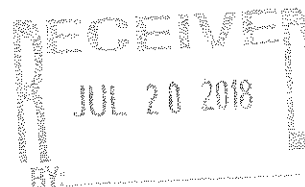
Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

Amount Due	Enclosed
\$938.44	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#34 - Maintenance Contract		\$938.44	\$0.00	\$938.44
	Seasonal flowers installed		\$938.44	\$0.00	\$938.44
	Total		\$938.44	\$0.00	\$938.44

1-32-572-462
41



1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>



Jacksonville Office 904-225-9425

PO Box 1330

Yulee, FL 32041-1330

www.naderspestraiders.com**IS YOUR HOME PROTECTED FROM TERMITES?**

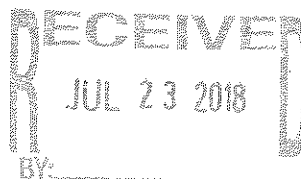
Termites cause billions of dollars in damage every year rarely covered by homeowner's insurance and in our area, it's not if your home will encounter termites, but when. Protect your family and home 24/7/365 with Sentricon® with Always Active from Nader's, the #1 provider of Sentricon in the world. CALL TODAY! 855-MY-NADERS.

It's not just termite control. It's Nader's Pest Raiders termite control.

Customer Number: 1328696

Statement Date: 07/17/18 Payment Due Upon Receipt

Date	Invoice #	Description	Amount	Tax	Balance
Service Address: 85200 Amaryllis Ct, Fernandina Beach, FL 32034-9716					
07/13/18	31722313	Fire Ant Service	\$75.00	\$0.00	\$75.00



1-32-538-45513
82

Current: \$75.00

Past Due: \$0.00

Total Amount Due: \$75.00

Please Keep the Top Portion For Your Records Return Bottom Portion with Payment

GA22349G



PO Box 1330 • Yulee, FL 32041-1330

Temp-Return Service Requested

You can pay your bill online at www.naderspestraiders.com

*****AUTO**ALL FOR AADC 320



AMELIA CONCOURSE AMENITIES CENTER 747 4
TONY SHIVER
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Please check Invoice(s) paid below.

Invoice #	Amount	Invoice #	Amount
<input type="checkbox"/> 31722313	\$75.00	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

If you are paying by credit card, please see reverse side.

Please make checks payable and remit to:

NADER'S PEST RAIDERS
PO BOX 1330
YULEE FL 32041-1330



Statement Date: 07/17/18
Customer Number: 1328696

Balance Forward: \$0.00

Amount: _____

Amount Due: \$75.00

Check # _____

NEWS-LEADER

P.O. Box 16766

Fernandina Beach FL 32035

(904) 261-3696

Fax(904) 261-3698

Advertising Memo Bill

1| Memo Bill Period 07/2018		2| Advertiser/Client Name AMELIA CONCOURSE CDD	
23| Total Amount Due 4049.20		3| Terms of Payment	
21| Current Net Amount Due .00		22| 30 Days .00	
		60 Days .00	
		Over 90 Days .00	
4| Page Number 1	5| Memo Bill Date 07/25/18	6| Billed Account Number 30057	7| Advertiser/Client Number MEGHA. 30057

8| Billed Account Name and Address AMELIA CONCOURSE CDD 475 WEST TOWN PL STE 114 ST. AUGUSTINE FL 32092		Amount Paid: Comments: Ad #: 444536	
--	--	---	--

Please Return Upper Portion With Payment

10| Date	11| Newspaper Reference	12|13|14| Description-Other Comments/Charges	15| SAU Size 16| Billed Units	17| Times Run 18| Rate	19| Gross Amount	20| Net Amount
08/01/18	444536	NOPH FISCAL YR 2018/2019	4.0X21.25	2		
	ROPLD	08/01,08	85.00	23.76	4049.20	4049.20
	AFFRD	FNL AFFIDAVIT RETAIL DISPL		10.00		
					1,311.513.48	55

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22| 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23| Total Amount Due
0.00	0.00	0.00	0.00		4049.20

NEWS-LEADER

(904) 261-3696

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24| Invoice	25| Billing Period	6| Billed Account Number	7| Advertiser/Client Number	2| Advertiser/Client Name
444536	07/2018	30057	30057	AMELIA CONCOURSE CDD



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 8/1/2018

Invoice # 131295579920

Terms	Net 20
Due Date	8/21/2018
PO #	
Customer #	13AME150

Bill To
First Coast CMS, LLC Amelia Concourse 3821 Miruelo Circle North Jacksonville FL 32217

Ship To
Amelia Concourse 85200 Amayllis Court Fernandina Beach FL 32034 1-32-572-454 84

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	1,000.00
<p>PAID JUL 18 2018 *****</p>				

Season Billing Schedule:
Summer - April through September monthly service
Winter - October through March monthly service

Total 1,000.00
Amount Due \$1,000.00

Remittance Slip

Customer 13AME150
Invoice # 131295579920

Amount Due \$1,000.00
Amount Paid _____

Make Checks Payable To
Poolsure
PO Box 55372
Houston, TX 77255-5372



131295579920



Aquatic Systems, Inc.

LAKE & WETLAND MANAGEMENT SERVICES

2100 NW 33rd Street Pompano Beach, FL 33069

1-800-432-4302 - Fax (954) 977-7877

Invoice

INVOICE DATE: 8/1/2018

INVOICE NUMBER: 0000417910

CUSTOMER NUMBER: 0070160

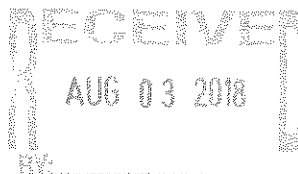
PO NUMBER:

PAYMENT TERMS: Net 30

Amelia Concourse CDD
C/O Governmental Mgmt Services
475 W. Town Place #114
St Augustine, FL 32092

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - August		258.00	258.00

1-32-572-468
27



SALES TAX: (0.0%) \$0.00

LESS PAYMENT: \$0.00

TOTAL DUE: \$258.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 8/1/2018

INVOICE NUMBER: 0000417910

CUSTOMER NUMBER: 0070160

TOTAL AMOUNT DUE: \$258.00

Aquatic Systems, Inc.
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3871

08/01/2018
AUG 01 2018
12:00 PM



BILL TO

Amelia Concourse
c/o GMS, LLC
Attn - Dave deNagy
475 W. Town Place - Suite 114
St. Augustine, FL 32092

DATE
08/01/2018

PLEASE PAY
\$3,292.00

DUE DATE
08/21/2018

P.O. NUMBER

September Service

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/01/2018	Amelia Concourse Contract:Janitorial Service Janitorial Services 1-32-572-46	1	215.20	215.20
08/01/2018	Amelia Concourse Contract:Pool Service Pool cleaning service, three days a week for all three swimming pools 1-32-572-453	1	800.80	800.80
08/01/2018	Amelia Concourse Contract:Site Management Amenity Center site management 1-32-572-34	1	579.00	579.00
08/01/2018	Amelia Concourse Contract:Staffing Staffing Attendant for amenity center during peak season (Weekend and 1 day during 1-32-572-341 week)	1	1,697.00	1,697.00

TOTAL DUE

\$3,292.00

THANK YOU.

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3886

PAID
AUG 12 2018



BILL TO

Amelia Concourse
c/o GMS, LLC
Attn - Dave deNagy
475 W. Town Place - Suite 114
St. Augustine, FL 32092

DATE
08/01/2018

PLEASE PAY
\$108.78

DUE DATE
08/21/2018

P.O. NUMBER

Purchases

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/18/2018	Target - phone for office, office supplies			71.00
08/01/2018	Home Depot - all purpose cleaner	1.32	572.42	7.47
08/01/2018	Home Depot - janitorial supplies, pest control	49		24.99
08/01/2018	Home Depot - wasp spray			5.32

TOTAL DUE \$108.78

THANK YOU.



YULEE - 904-548-1240
07/18/2018 01:45 PM



ENTERTAINMENT-ELECTRONICS

008040692 AT&T T \$49.99
RETURN BY 08/17/18

STATIONERY-OFFICE

081030200 BINDERS T \$5.68 ↓
Saved \$1.01 off \$6.69
081030207 BINDERS T \$8.49 ↓
Saved \$1.50 off \$9.99
081050835 DOCUMENT SLE T \$2.19

SUBTOTAL \$66.35
T = FL TAX 7.0000% on \$66.35 \$4.65
TOTAL \$71.00

*8703 DEBIT TOTAL PAYMENT \$71.00
AID: A0000000980840
US DEBIT

↓ INDICATES SAVINGS

TOTAL SAVINGS THIS TRIP
\$2.51

REC#2-8199-2155-0079-2113-5 VCD#757-283-646



We hope
your trip
was a blast!



Help make your Target Run better.
Take a 2 minute survey about today's trip:

informtarget.com
User ID: 7180 0784 5992
Password: 078 865

CUÉNTENOS EN ESPAÑOL

Please take this survey within 7 days.



**More saving.
More doing.™**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00057 75101 07/01/18 10:22 AM
SELF CHECK OUT

678408688443 HDX MX FRUIT <A> 6.98
HDX ALL PURPOSE MIXED FRUIT 169 OZ

SUBTOTAL	6.98
SALES TAX	0.49
TOTAL	\$7.47
XXXXXXXXXXXX3656 PROPURCHASE	7.47
AUTH CODE STX601/6572518	TA

P.O.#/JOB NAME: AC



6921 57 75101 07/01/2018 7901

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/29/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 2PX8 157412 150548
PASSWORD: 18351 150491

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00058 12664 07/18/18 01:37 PM
SELF CHECK OUT

043318005299 SG GAL W CF <A> 9.88
SIMPLE GREEN GALLON W/ CLEAN FINISH
071549022150 HMDEFWAND <A> 13.47
ORTHO HOME DEFENSE MAX 1.33 GAL WAND

SUBTOTAL 23.35
SALES TAX 1.64
TOTAL \$24.99
XXXXXXXXXXXX3656 PROPURCHASE 24.99
AUTH CODE E4I701/9580106 TA

P.O.#/JOB NAME: AC



6921 58 12664 07/18/2018 8920

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/16/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 2PX8 32538 25675
PASSWORD: 18368 25617

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

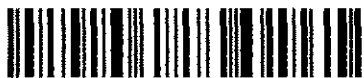
6921 00056 40362 07/24/18 12:18 PM
SELF CHECK OUT

071121958655 SP W7H 2PK <A> 4.97
SPECTRACIDE WASP & HORNET TWIN PK

SUBTOTAL 4.97
SALES TAX 0.35
TOTAL \$5.32

XXXXXXXXXXXX3656 PROPURCHASE 5.32
AUTH CODE 9WO701/3560496 TA

P.O.#/JOB NAME: AC



6921 56 40362 07/24/2018 4919

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/22/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 2PX8 87934 81069
PASSWORD: 18374 81013

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

1001 Bradford Way
Kingston, TN 37763

Invoice #: 195
Invoice Date: 8/1/18
Due Date: 8/1/18
Case:
P.O. Number:

Amelia Concourse CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

100-443886-100

[illegible]

**INVOICE**

Date	Invoice No.
07/28/18	2692
Terms	Due Date
Net 30	08/27/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

Amount Due Enclosed

\$61.02

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#2357 - Irrigation Inspection		\$61.02	\$0.00	\$61.02
	Repairs - July				
	Irrigation Inspection Repair		\$61.02	\$0.00	\$61.02
	Materials				
	Total		\$61.02	\$0.00	\$61.02

1-32-572-464
41

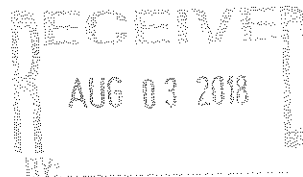
CLOCK 1

Zone 5 - Replaced one broken rotor, located on Amelia Concourse before the entrance.

Zone 7 - Repaired a cracked 1 1/2" zone line that was cracked at the valve, located on Amelia Concourse before the entrance.

POOL

Zone 4 - Changed a 4" pop-up head to a 6" pop-up, for better coverage over the hedge, along the outside fence near the play area.



1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>



Martex Services

LANDSCAPE MANAGEMENT

INVOICE

Date	Invoice No.
08/01/18	2833
Terms	Due Date
Net 30	08/31/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

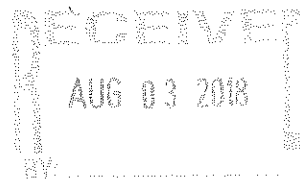
Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

Amount Due	Enclosed
\$1,042.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#34 - Maintenance Contract August 2018		\$1,042.00	\$0.00	\$1,042.00
	Total		\$1,042.00	\$0.00	\$1,042.00

1-32-572-462
41



1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>

Make all checks payable to: Amelia Concourse Ph II Homeowners Association Inc.



✓
28
APM
3127

3413939343758880000010000

DEPOSIT BILL STATEMENT

3413 8



AUTO **B0 8513
096685

AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389

PLEASE FILL IN TOTAL AMOUNT PAID

\$ _____

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



ACCOUNT NUMBER	ISSUE DATE	CHARGES PAST DUE	AMOUNT DUE
93934-37588	JAN 31, 2018	FEB 12, 2018	\$1,000.00

ENCLOSE TOP PORTION WHEN PAYING BY MAIL WITH CHECK.

Please bring entire bill when paying at a local pay

CUSTOMER GUARANTEE DEPOSIT CERTIFICATE

Account Number : 93934-37588

Guarantee Deposit No. : 7319862

Type : COMMERCIAL

Deposit Amount : \$1,000.00

Service Address : 100 AMARYLLIS CT # PH 2 SL

Issue Date : 01-31-2018

AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389

If you have made full payment, please accept
our thanks and disregard this notice.

ST AUGUSTINE FL 32085

Please retain this certificate and your receipt
or cancelled check when returned by the bank.

NOT TRANSFERABLE BETWEEN INDIVIDUALS, PARTNERSHIPS OR CORPORATIONS

This deposit is to secure payment of any amount which may become due the Company by the Customer for service in the Customer's name at any or all premises the Customer may occupy, and may be used as if the Company were the absolute owner thereof.

The terms under which this deposit is made and accepted are:

Interest at the rate of 2% per annum will accrue on security deposits held by the Company 6 months after the deposit is paid. The interest shall be increased to 3% after a period of not less than 23 months of continuous service and a satisfactory payment record has been established for the last 12 months. After the account has been opened for 6 months, it will be reviewed and billed if the initial deposit is less than two months' average billing. After 12 months of continuous service, the deposit may be partially refunded if the deposit amount exceeds the amount of two average billing periods.

If payments are not received by the due date, the account may be subject to a deposit adjustment. The total amount of the deposit shall not exceed charges for two months' average billing.

Any deposit balance, plus interest, if any, remaining after settlement of all indebtedness will be refunded to the Customer.



USEFUL TELEPHONE NUMBERS
Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545
Hearing/Speech Impaired: 711 (Relay Service)

845W.201801

Alsop Property Management, LLC

P.O. Box 1389
St. Augustine, FL 32085

Invoice

Date	Invoice #
2/13/2018	3127

Bill To
Amelia Concourse PH 2 HOA Inc P.O. Box 1389 St. Augustine FL 32085

PAID
04/17/2018

Ship To
Amelia Concourse PH 2 HOA Inc P.O. Box 1389 St. Augustine, FL 32085

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			2/13/2018			
Quantity	Item Code	Description			Price Each	Amount
	Reimbursement	FPL Deposit			1,000.00	1,000.00

**FINAL NOTICE - March 13, 2018
Before Power is Turned Off**

3413 3

AUTO **B0 8513

123943

AMELIA CONCOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389



APPROVED MAR 19 2018

PLEASE FILL IN TOTAL AMOUNT PAID

\$

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account Number	Must Be Paid By	Total Amount Past Due
93934-37588	MAR 23, 2018	\$499.66

Enclose this coupon when mailing payment or bring entire bill when paying in person.

Account Number	Must Be Paid By	Total Amount Past Due
93934-37588	MAR 23, 2018	\$499.66

FINAL NOTICE for electric use at 100 AMARYLLIS CT # PH 2 SL. According to our records, your account is past due. This notice does not show payments, payment arrangements or assist agency commitments made since the issuance of this notice March 13, 2018.

To Avoid Power Turn Off and Extra Fees, please do the following:

Must Be Paid By	Amount	Note
March 23	\$499.66	Past Due Amount
	\$499.66	Total Amount Past Due

Accounts disconnected for non-payment will be reconnected within 24 hours of payment posting and will incur a \$13.00 reconnect fee.

Ways to Pay - Learn more at www.FPL.com/authorized

- **Checking account:** you can pay online at www.FPL.com/payment or by phone at 1-800-375-2434. If paying by mail, remember to allow time for delivery to FPL by above date(s).
- **Cash:** call 1-800-375-2434 to locate the authorized pay agent nearest you. A fee may apply.
- **Credit/debit card:** call Western Union Speedpay at 1-800-979-3967. A fee will apply.

Important: Some business offer to send your payment to FPL on your behalf for a fee without being authorized by FPL. Use of these unauthorized payment options may result in a delay of up to 7 business days to post to your FPL account and potential additional collection action.

Other Information

- Final notice balances paid with a returned check will result in power turn off without further notice.
- **Late payments will incur a late payment charge, the greater of \$5 or 1.5% of the past due balance.**
Your account may also be billed a deposit adjustment.

FPL has the right to safe access to its facilities located in your property. Failure or neglect to provide safe access may result in FPL refusing or discontinuing service. Ref: Section 25-6105(f) of the Florida Administrative Code.

If you have questions, call FPL at the number below. If after working with us you are dissatisfied with FPL's decision to refuse or discontinue service, you may register your concern with the Florida Public Service Commission. FPL is committed to the fair treatment of all customers.

USEFUL TELEPHONE NUMBERS

Customer Service: 1-800-375-2434

Outside Florida: 1-800-226-3545

Hearing/Speech Impaired: 711 (Relay Service)



Alsop Property Management, LLC

P.O. Box 1389
St. Augustine, FL 32085

Invoice

Date	Invoice #
3/23/2018	3261

Bill To
Amelia Concourse PH 2 HOA Inc P.O. Box 1389 St. Augustine FL 32085

PAID
04/17/2018

Ship To
Amelia Concourse PH 2 HOA Inc P.O. Box 1389 St. Augustine, FL 32085

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/23/2018			
Quantity	Item Code	Description			Price Each	Amount
	Reimbursement	FPL 93934-37588			499.66	499.66



/ 27

49966 3413939343758823209900000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:

FPL Care To Share

\$

A A

3413 2

AUTO **B0 8513
1 105690

AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389



Past due
Paid By Phone

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
93934-37588	\$990.23	Apr 10 2018	\$

Your electric statement

Account number: 93934-37588

For: Feb 19 2018 to Mar 20 2018 (29 days)

Customer name: AMELIA CONOURSE PHASE TWO
Service address: 100 AMARYLLIS CT # PH 2 SL

Statement date: Mar 20 2018
Next bill date: Apr 18 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
499.66	0.00	0.00	499.66	(490.57)	\$990.23	Apr 10 2018

Total kWh used 1066

Energy usage

kWh this month 1066
Service days 29
kWh per day 37

Amount of your last bill 499.66
Balance before new charges \$499.66*

***This \$499.66 is PAST DUE -- PLEASE PAY IMMEDIATELY**

****The electric service amount includes the following charges:**
Non-fuel energy charge:

Fuel charge: \$0.030250 per kWh
\$0.025280 per kWh

New charges (Rate: SL-1 STREET LIGHTING SERVICE)

Electric service amount 440.29**
Storm charge 8.81
Gross receipts tax 1.74
Florida sales tax 27.72
Discretionary sales surtax 4.52
Late payment charge 7.49

Total new charges \$490.57

Total amount you owe \$990.23

Energy conservation cost recovery		.40
Capacity payment recovery charge		.21
Environmental cost recovery charge		.32
Storm charge		8.81
Fuel charge		26.95
Electric service amount		449.10
Gross receipts tax		1.74
Florida sales tax		27.72
Discretionary sales surtax		4.52
Total	1,066	483.08

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: March 20, 2018

Page 1





/ 27

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Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:

FPL Care To Share

\$ _____

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AUTO **BO 8513

1 090674 Z

AMELIA CONCOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
93934-37588	\$483.08	May 09 2018	\$

Your electric statement

Account number: 93934-37588

For: Mar 20 2018 to Apr 18 2018 (29 days)

Customer name: AMELIA CONCOURSE PHASE TWO

Statement date: Apr 18 2018

Service address: 100 AMARYLLIS CT # PH 2 SL

Next bill date: May 18 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (-)	New charges due by
990.23	990.23 CR	0.00	0.00	483.08	\$483.08	May 09 2018

Total kWh used 1066

Energy usage

kWh this month 1066
Service days 29
kWh per day 37

Amount of your last bill 990.23
Payments received - Thank you 990.23 CR
Balance before new charges \$0.00

New charges (Rate: SL-1 STREET LIGHTING SERVICE)

**The electric service amount includes the following charges:

Non-fuel energy charge: \$0.030250 per kWh
Fuel charge: \$0.025280 per kWh

Electric service amount 440.29**
Storm charge 8.81
Gross receipts tax 1.74
Florida sales tax 27.72
Discretionary sales surtax 4.52
Total new charges \$483.08

Total amount you owe \$483.08

- Payments received after **May 09, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

APPROVED APR 20 2018

PAID MAY 05 2018

15157170

FPL 37588

TD BUSINESS CONVENIENCE PLUS \$1,299.06

05/10/2018

\$483.08 Success

Please have your account number ready when contacting FPL.

Customer service: 1-800-375-2434

Outside Florida: 1-800-226-3545

To report power outages: 1-800-4OUTAGE (468-8243)

Hearing/speech impaired: 711 (Relay Service)

/ 27

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Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:

FPL Care To Share

\$ _____

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AUTO **B0 8513

1 091904

AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
93934-37588	\$483.08	Jun 08 2018	\$

Your electric statement

Account number: 93934-37588

For: Apr 18 2018 to May 18 2018 (30 days)

Customer name: AMELIA CONOURSE PHASE TWO

Statement date: May 18 2018

Service address: 100 AMARYLLIS CT # PH 2 SL

Next bill date: Jun 19 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (-)	New charges due by
483.08	483.08 CR	0.00	0.00	483.08	\$483.08	Jun 08 2018

Total kWh used 1066

Energy usage

kWh this month 1066
Service days 30
kWh per day 36

Amount of your last bill 483.08
Payment received - Thank you 483.08 CR
Balance before new charges \$0.00

New charges (Rate: SL-1 STREET LIGHTING SERVICE)

**The electric service amount
includes the following charges:

Non-fuel energy charge:
Fuel charge: \$0.030250 per kWh
\$0.025280 per kWh

Electric service amount 440.29**
Storm charge 8.81
Gross receipts tax 1.74
Florida sales tax 27.72
Discretionary sales surtax 4.52
Total new charges \$483.08

Total amount you owe \$483.08

- Payments received after **June 08, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in June. To learn more about your energy bill, visit FPL.com/rates.

APPROVED MAY 23 2018

PAID MAY 23 2018

15285650

FPL 37588

TD BUSINESS CONVENIENCE PLUS \$548.96

05/29/2018

\$483.08 Success

Please have your account number ready when contacting FPL.

Customer service: 1-800-375-2434

Outside Florida: 1-800-226-3545

To report power outages: 1-800-4OUTAGE (468-8243)

Hearing/speech impaired: 711 (Relay Service)

Online at: www.FPL.com





/ 27

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Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share \$ _____

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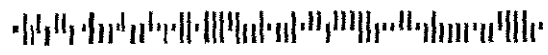


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1 089972

AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
93934-37588	\$483.85	Jul 10 2018	\$

Your electric statement

Account number: 93934-37588

For: May 18 2018 to Jun 19 2018 (32 days)

Customer name: AMELIA CONOURSE PHASE TWO
Service address: 100 AMARYLLIS CT # PH 2 SL

Statement date: Jun 19 2018
Next bill date: Jul 19 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
483.08	483.08 CR	0.00	0.00	483.85	\$483.85	Jul 10 2018

Total kWh used 1066
Energy usage 1066
Wh this month 32
Service days 32
Wh per day 33

Amount of your last bill 483.08
Payment received - Thank you 483.08 CR
Balance before new charges \$0.00

The electric service amount includes the following charges:

on-fuel energy charge: \$0.030250 per kWh
del charge: \$0.025280 per kWh

New charges (Rate: SL-1 STREET LIGHTING SERVICE)
Electric service amount 440.29**
Storm charge 9.50
Gross receipts tax 1.76
Florida sales tax 27.77
Discretionary sales surtax 4.53
Total new charges \$483.85

Total amount you owe \$483.85

- Payments received after **July 10, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- The Florida Public Service Commission is reviewing a one-time refund for Hurricane Matthew recovery costs that will be included in your bill once approved. The PSC is also reviewing a reduction to other bill components beginning in July to reflect recent federal tax law changes.

Paid by Phone 07/26/2018

RECEIVED JUN 16 2018

Confirmation # 2071018

APPROVED JUN 22 2018

POSTER

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8242)
Hearing assistance: 1-800-375-2434



/ 27 48385 3413939343758870947900000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share \$ _____

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AUTO **B0 8513
1 090274



AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
93934-37588	\$974.90	Aug 09 2018	\$

Your electric statement

Account number: 93934-37588

For: Jun 19 2018 to Jul 19 2018 (30 days)

Customer name: AMELIA CONOURSE PHASE TWO
Service address: 100 AMARYLLIS CT # PH 2 SL

Statement date: Jul 19 2018
Next bill date: Aug 20 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
483.85	0.00	0.00	483.85	491.05	\$974.90	Aug 09 2018

Total kWh used 1066
Energy usage
kWh this month 1066
Service days 30
kWh per day 36

Amount of your last bill 483.85
Balance before new charges \$483.85*

***This \$483.85 is PAST DUE -- PLEASE PAY IMMEDIATELY**

**The electric service amount includes the following charges:
Non-fuel energy charge:

Fuel charge: \$0.030200 per kWh
\$0.025280 per kWh

New charges (Rate: SL-1 STREET LIGHTING SERVICE)

Electric service amount 440.24**
Storm charge 9.50
Gross receipts tax 1.76
Florida sales tax 27.77
Discretionary sales surtax 4.52
Late payment charge 7.26
Total new charges \$491.05

Total amount you owe \$974.90

- Payments received after **August 09, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

AUG 14 2018

1-32-572-431
17

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)

2018
1

Grau and Associates

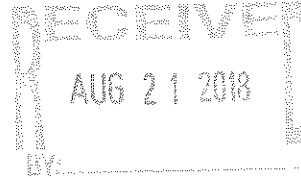
951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Amelia Concourse Community Development District
475 W Town Place Suite 114
St. Augustine, FL 32092

Invoice No. 17218
Date 08/16/2018



1-31-513-321
16

SERVICE

AMOUNT

Arbitrage Series 2007 FYE 06/30/2018

\$ 1,200.00

Current Amount Due

\$ 1,200.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,200.00	0.00	0.00	0.00	0.00	1,200.00

Payment due upon receipt.

Hopping Green & Sams

Attorneys and Counselors

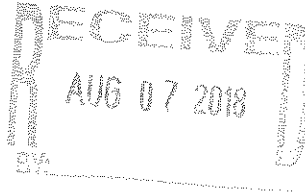
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

July 31, 2018

Amelia Concourse Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 101844
Billed through 06/30/2018



1-31-513-315
2

General Counsel

ACCDD 00001 JMW

FOR PROFESSIONAL SERVICES RENDERED

06/29/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager regarding same.	0.10 hrs
06/29/18	SRS	Conduct research and implement ADA compliance measures for special district websites.	0.20 hrs
Total fees for this matter			\$57.00

MATTER SUMMARY

Kilinski, Jennifer L.	0.10 hrs	190 /hr	\$19.00
Sandy, Sarah R.	0.20 hrs	190 /hr	\$38.00
TOTAL FEES			\$57.00

TOTAL CHARGES FOR THIS MATTER

\$57.00

BILLING SUMMARY

Kilinski, Jennifer L.	0.10 hrs	190 /hr	\$19.00
Sandy, Sarah R.	0.20 hrs	190 /hr	\$38.00
TOTAL FEES			\$57.00

TOTAL CHARGES FOR THIS BILL

\$57.00

Please include the bill number on your check.



Martex Services
LANDSCAPE MANAGEMENT

1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>

STATEMENT

Date
08/13/18

BILL TO
Dave DeDenagy GMS 475 West Town Place Suite 114 St. Augustine, FL 32092

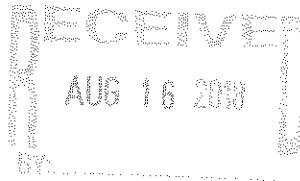
PROPERTY
Amelia Concourse CDD Amelia Concourse CDD Fernandina Beach, FL

1.32.572.462
41

Amount Due	Enclosed
\$1,042.00	

Please detach top portion and return with your payment.

DATE	TRANSACTION	AMOUNT	BALANCE
06/01/18	Invoice #1800 - Due 07/01/18 - Orig. Amount \$1,042.00	\$1,042.00	\$1,042.00



CURRENT DUE	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	90+ DAYS PAST DUE	AMOUNT DUE
\$0.00	\$0.00	\$1,042.00	\$0.00	\$0.00	\$1,042.00



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

Invoice Number: 5066830
Invoice Date: 07/25/2018
Account Number:
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

AMELIA CONCOURSE CDD 2016

Accounts Included 245406000 245406001 245406002 245406003 245406004 245406005
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP				
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
Subtotal Administration Fees - In Advance 07/01/2018 - 06/30/2019				\$3,750.00
Incidental Expenses	3,750.00	0.0775		\$290.63
Subtotal Incidental Expenses				\$290.63
TOTAL AMOUNT DUE				\$4,040.63

"Incidental Expenses"

1-310-S13-323 \$ 290.63

"Series 2016 Trustee Fees"

1-310-S13-323 \$ 937.50

"Series 2016 Trustee Fees"

1-300-155-100 \$ 2,812.50

22



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

Invoice Number: 5066830
Account Number:
Invoice Date:
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

AMELIA CONCOURSE CDD
ATTN DISTRICT MANAGER
475 WEST TOWN PLACE SUITE 114
WORLD GOLF VILLAGE
ST AUGUSTINE FL 32092

AMELIA CONCOURSE CDD 2016

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

STATEMENT SUMMARY

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

TOTAL AMOUNT DUE \$4,040.63

All invoices are due upon receipt.

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

AMELIA CONCOURSE CDD 2016

Invoice Number: 5066830
Account Number: 245406000
Current Due: \$4,040.63

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

Wire Instructions:
U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 245406000
Invoice # 5066830
Attn: Fee Dept St. Paul

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



/ 27 491.05 3413939343758818095900000

Please request changes on the back.
Notes on the front will not be detected.The amount enclosed includes the following donation:
FPL Care To Share \$

A A

3413 1

AUTO **B0 8513
1 090352AMELIA CONOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389Make check payable to FPL in U.S. funds
and mail along with this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
93934-37588	\$959.08	Sep 10 2018	\$

Your electric statement

Account number: 93934-37588

For: Jul 19 2018 to Aug 20 2018 (32 days)

Customer name: AMELIA CONOURSE PHASE TWO

Statement date: Aug 20 2018

Service address: 100 AMARYLLIS CT # PH 2 SL

Next bill date: Sep 19 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
974.90	483.85 CR	0.00	491.05	468.03	\$959.08	Sep 10 2018

1-32-572-431

17

Total kWh used 1066

Energy usagekWh this month 1066
Service days 32
kWh per day 33Amount of your last bill 974.90
Payment received - Thank you 483.85 CR
Balance before new charges \$491.05*****The electric service amount includes the following charges:**
Non-fuel energy charge:Fuel charge: \$0.010600 per kWh
\$0.025280 per kWh***This \$491.05 is PAST DUE -- PLEASE PAY IMMEDIATELY****New charges (Rate: SL-1 STREET LIGHTING SERVICE)**

Electric service amount	419.35**
Storm charge	9.50
Gross receipts tax	1.22
Florida sales tax	26.28
Discretionary sales surtax	4.31
Late payment charge	7.37
Total new charges	\$468.03

Total amount you owe \$959.08

- Payments received after **September 10, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- The Florida Public Service Commission approved a refund for Hurricane Matthew recovery costs that is included in your August bill. Your credit of \$20.89 is included in the non-fuel portion of your bill.
- Two bill changes are expected to take effect in September that result in a net decrease for customer bills; a routine storm charge adjustment and rate adjustments reflecting the transfer of the Martin-Riviera lateral to Florida Southeast Connection, LLC. Learn more: FPL.com/rates

Please have your account number ready when contacting FPL.

Customer service: 1-800-375-2434

Outside Florida: 1-800-226-3545

To report power outages: 1-800-4OUTAGE (468-8243)

Hearing/speech impaired: 711 (Relay Service)



FPL

2 090352

Detail of Rate Schedule Charges for
Street Lights

3413 001410

AMELIA CONCOURSE PHASE TWO
HOMEOWNERS ASSOCIATION, INC
PO BOX 1389
ST AUGUSTINE FL 32085-1389

Account Number: 93934-37588

Service From: 07-19-2018

Service To: 08-20-2018

Service Days: 32

KWH/Day: 33

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

COMPONENT CODE	WATTS	LUMENS	* OWNER/ MAINT	QUANTITY	RATE/ UNIT	KWH USED	AMOUNT
HPS0100	100	9500	F	26		1,066	
Energy					1.200000		31.20
Non-energy							
Fixtures					4.040000		105.04
Maintenance					1.900000		49.40
PMF0001				26			
Non-energy							
Fixtures					8.120000		211.12
UCNP				402			
Non-energy							
Maintenance					.038810		15.60
Energy sub total							31.20
Non-energy sub total							381.16
Sub total						1,066	412.36
Energy conservation cost recovery							.45
Capacity payment recovery charge							.19
Environmental cost recovery charge							.29
Storm restoration recovery charge							20.89-
Storm charge							9.50
Fuel charge							26.95
Electric service amount							426.85
Gross receipts tax							1.22
Florida sales tax							26.28
Discretionary sales surtax							4.31
Total						1,066	460.66

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: August 20, 2018

Page 1



Martex Services

LANDSCAPE MANAGEMENT

INVOICE

Date	Invoice No.
08/20/18	3086
Terms	Due Date
Net 30	09/19/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

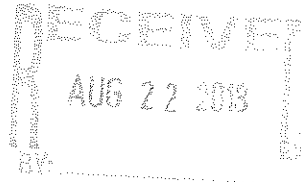
Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

Amount Due	Enclosed
\$486.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#2572 - Palm Pruning			\$486.00
	Pruned 10 Washingtonia palms and 6 Sabal Palms			
	Palm pruning			\$486.00
Total				\$486.00

1-32-572-462



1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3921



BILL TO

Amelia Concourse
c/o GMS, LLC
Attn - Dave deNagy
475 W. Town Place - Suite 114
St. Augustine, FL 32092

DATE
09/01/2018

PLEASE PAY
\$2,166.00

DUE DATE
09/21/2018

P.O. NUMBER

October Service

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/01/2018	Amelia Concourse Contract:Janitorial Service Janitorial Services 1.32.572.46	1	215.20	215.20
09/01/2018	Amelia Concourse Contract:Pool Service Pool cleaning service, three days a week for all three swimming pools 1.32.572.453	1	800.80	800.80
09/01/2018	Amelia Concourse Contract:Site Management Amenity Center site management 1.32.572.34	1	579.00	579.00
09/01/2018	Amelia Concourse Contract:Staffing Staffing Attendant for amenity center 1 day during week. 1.32.572.341	1	571.00	571.00

49

TOTAL DUE

\$2,166.00

THANK YOU.

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3937



BILL TO

Amelia Concourse
c/o GMS, LLC
Attn - Dave deNagy
475 W. Town Place - Suite 114
St. Augustine, FL 32092

DATE
09/03/2018

PLEASE PAY
\$594.88

DUE DATE
09/23/2018

P.O. NUMBER

Purchases

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/07/2018	BEST BUY - -network switch for internet equipment			53.49
08/07/2018	PINCH A PENNY - scrub pads for pool tiles 1 - 32.572.62			22.33
08/15/2018	Best Buy - Surge protection and network switch			98.41
08/15/2018	THE HOME DEPOT- Cat 5 internet cable			3.19
08/21/2018	LOWES - replacement locks for social room			117.61
08/21/2018	THE HOME DEPOT - filter powder for main pool			24.59
08/24/2018	OFFICE MAX - printer ink			79.17
09/03/2018	Home Depot - Janitorial supplies			25.63
09/03/2018	Home Depot - Pool algeacide 1 - 32.572.454			106.92
09/03/2018	home Depot - bleach			3.72
09/03/2018	Home Depot - Filter powder for main pool			24.59
09/03/2018	Home Depot - filter powder for pool and wasp spray			35.23

49

TOTAL DUE

\$594.88

THANK YOU.

AC
Welcome to Best Buy #1475
13141 CITY STATION DR
JACKSONVILLE, FL 32218
(904) 714-6087



Val #: 000107-456796-271957-392110-532250-436

1475 040 0097 08/07/18 16:27

7451964 GS608NA 49.99
NETGEAR GS608NA GIGABIT SWITC
Sales Tax 3.50

Subtotal 49.99
Sales Tax 3.50

Total 53.49

*****8703 ChipRead USD\$ 53.49
US DEBIT - DEBIT
SHIVER/TONY A
Approval 831622
Verified By PIN

MODE: Issuer
AID: A0000000980840
Reference Number: 40016265766790

My Best Buy
Member ID 3756480584

TONY,



Pinch A Penny 172
4010 US 1 South Unit 103
St. Augustine, FL 32086
Phone: (904) 794-6767

Sales Receipt

Transaction #: 227354
Account #: 9045379034
Date: 8/6/2018 Time: 2:00:20 PM
Cashier: Brenda Allen Register #: 1

BILL TO: Tony Shiver

Item	Description	Amount
11220100	SCRUB PAD MEDIUM	\$6.99
11220100	SCRUB PAD MEDIUM	\$6.99
11220100	SCRUB PAD MEDIUM	\$6.99

Sub Total \$20.97
Sales Tax \$1.36
Total \$22.33

SIDE TERMINAL Tendered \$22.33
Change Due \$0.00



9045379034

Thank you for shopping
Pinch A Penny 172
We hope you'll come back soon!



More saving.
More doing.™

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00057 31831 08/15/18 12:58 PM
SELF CHECK OUT

6928517000563 CAT5E CORD,Y <A> 2.98
CE 3' CAT 5E YELLOW UTP PATCH CABLE

SUBTOTAL 2.98
SALES TAX 0.21
TOTAL \$3.19

XXXXXXXXXXXX8703 DEBIT USD\$ 3.19

AUTH CODE 671734
AID A0000000980840 5553204445424954



6921 57 31831 08/15/2018 4507

Welcome to Best Buy #1475
13141 CITY STATION DR
JACKSONVILLE, FL 32218
(904) 714-6087



Val #:000108-522102-530249-003295-819333-350

1475 017 1603 08/15/18 11:48

4689072 RF-HTS2815 49.99
ROCKETFISH 8-OUTLET SURGE PRO
Sales Tax 3.50

6840341 GS605NA 29.99
NETGEAR GS605NA GIGABIT SWITC
34.99 Was Price
5.00- Sale Discount

Sales Tax 2.10
6232004 NS-PNW5506 11.99
6FT CAT-5E NETWORK CABLE
Sales Tax 0.84

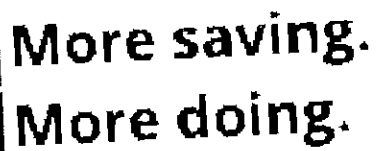
Subtotal 91.97
Sales Tax 6.44
Total 98.41

*****8703 ChipRead USD\$ 98.41
US DEBIT - DEBIT
SHIVER/TONY A
Approval 532820
Verified By PIN

MODE: Issuer
AID: A0000000980840
Reference Number: 17711483572376

Other Savings: 5.00
Total Savings: 5.00

My Best Buy



XXXXXXXXXXXX8703 DEBIT USD\$ 24.59
AUTH CODE 262765
AID A0000000980840 5553204445424954



LOWE'S HOME CENTERS, LLC
13125 CITY SQUARE DRIVE
JACKSONVILLE, FL 32218 (904) 696-4063

- SALE -

SALES#: 82472001 2517119 TRANS#: 10878500 08-21-78

403541	KW SN PASSAGE LVR HALBOA	19.97
287100	KW SN DBL SIG DEADBOLT SM	49.98
141908	W2BPCTL 1FCONE 4/6 COLL	39.96
	2 @	19.98

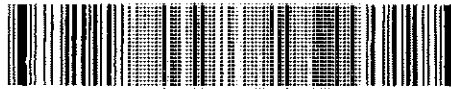
SUBTOTAL:	109.91
TAX:	7.70
59 TOTAL:	117.61
VISA:	117.61

VISA:XXXXXXXXXXXX8703 AMOUNT:117.61 AUTHCD:150711
CHIP REFID:247210111401 08/21/18 15:08:09
CUSTOMER CODE: 86
APL: VISA DEBIT PUR: 808000B000
ATN: 00000000001010 RCT: 6A00

Office DEPOT OfficeMax®

JACKSONVILLE - (904) 757-5652

08/24/2018 1:15 PM



2PVT55XPM5HLYR0F

SALE	6760-3-7807-786210-18.7.2
533334 INK,HP,902,MUL	73.99 SS
Subtotal:	73.99
Sales Tax:	5.18
Total:	79.17
Debit Card 1228:	79.17

TDS Contactless

TONY SHIVER 5611539668

Congratulations! You've reached VIP Rewards status. You'll now get 5% back in rewards on ink, toner, paper, and print/copy/ship services, plus a special birthday offer. Visit officedepot.com/rewards.

Shop online at www.officedepot.com

WE WANT TO HEAR FROM YOU!

Participate in our online customer survey and receive a coupon for **\$10 off your next qualifying purchase of \$50 or more on office supplies, furniture and more.** (Excludes Technology. Limit 1 coupon per household/business.)

Visit www.officedepot.com/feedback and enter the survey code below:

K55V J8Z6 VDF1



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00058 25443 08/03/18 12:09 PM
SELF CHECK OUT

678408100174 HDX CLEAN <A>	6.98
HDX LAVENDER CLEANER 1690Z	
037000941101 CHARMIN30 <A>	16.97
CHARMIN STRONG 30DR	

SUBTOTAL	23.95
SALES TAX	1.68
TOTAL	\$25.63
XXXXXXXXXXXX3656 PROPURCHASE	25.63
AUTH CODE CZ2801/3580561	TA

P.O.#/JOB NAME: AC



6921 58 25443 08/03/2018 1884

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/01/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 2PX8 58096 51233
PASSWORD: 18403 51175

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00058 29957 08/08/18 09:12 AM
SELF CHECK OUT

017541657006 ALGIC MAXB <A>
ALGICIDE MAXBLUE 1 QT
4@24.98 99.92

SUBTOTAL 99.92
SALES TAX 7.00
TOTAL \$106.92

XXXXXXXXXXXX3656 PROPURCHASE 106.92
AUTH CODE OU7801/8580726 TA

P.O.#/JOB NAME: AC



6921 58 29957 08/08/2018 2782

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/06/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 2PX8 67124 60261
PASSWORD: 18408 60203

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00002 48872 08/14/18 10:11 AM
CASHIER LIGIA

025700715825 SB MTBC TW <A> 3.47
SB MTBC BUBBLY BLCH RNSHWR TWPK
NLP Savings \$0.51

SUBTOTAL 3.47
SALES TAX 0.25
TOTAL \$3.72

XXXXXXXXXXXX3656 PROPURCHASE 3.72
AUTH CODE CTE801/2020548 TA

P.O.#/JOB NAME: AC



6921 02 48872 08/14/2018 4688

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/12/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8F 104954 98035
PASSWORD: 18414 98033

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00011 07861 08/15/18 01:28 PM
CASHIER SHIRLEY

017541656580 DE 25# <A> 22.98
D.E. FILTER POWDER 25 LB

SUBTOTAL 22.98
SALES TAX 1.61
TOTAL \$24.59

XXXXXXXXXXXX3656 PROPURCHASE 24.59
AUTH CODE 1CH801/1113878 TA

P.O.#/JOB NAME: AC



6921 11 07861 08/15/2018 7247

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/13/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HLR 22932 16022
PASSWORD: 18415 16011

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

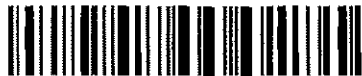
463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00011 09297 08/16/18 12:00 PM
CASHIER SHIRLEY

017541656580 DE 25# <A> 22.98
D.E. FILTER POWDER 25 LB
071121958655 SP W7H 2PK <A>
SPECTRACIDE WASP & HORNET TWIN PK
204.97 9.94

SUBTOTAL 32.92
SALES TAX 2.31
TOTAL \$35.23
XXXXXXXXXXXX3656 PROPURCHASE 35.23
AUTH CODE 1UI801/0113934 TA

P.O.#/JOB NAME: AC



6921 11 09297 08/16/2018 9802

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/14/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HLR 25804 18894
PASSWORD: 18416 18883

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



Jacksonville Office 904-225-9425

PO Box 1330

Yulee, FL 32041-1330

www.naderspestraiders.com

IS YOUR HOME PROTECTED FROM TERMITES?

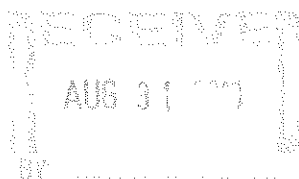
Termites cause billions of dollars in damage every year rarely covered by homeowner's insurance and in our area, it's not if your home will encounter termites, but when. Protect your family and home 24/7/365 with Sentricon® with Always Active from Nader's, the #1 provider of Sentricon in the world. CALL TODAY! 855-MY-NADERS.

It's not just termite control. It's Nader's Pest Raiders termite control.

Customer Number: 1328696 Statement Date: 08/21/18 Payment Due Upon Receipt

Date	Invoice #	Description	Amount	Tax	Balance
Service Address: 85200 Amaryllis Ct, Fernandina Beach, FL 32034-9716					
08/13/18	31976360	Fire Ant Service	\$75.00	\$0.00	\$75.00

1.32.538.45513
82



Current: \$75.00

Past Due: \$0.00

Total Amount Due: \$75.00

Please Keep the Top Portion For Your Records Return Bottom Portion with Payment

GA22349G



PO Box 1330 • Yulee, FL 32041-1330

Temp-Return Service Requested

You can pay your bill online at www.naderspestraiders.com

*****AUTO**ALL FOR AADC 320



AMELIA CONCOURSE AMENITIES CENTER 609 4

TONY SHIVER

475 W TOWN PL STE 114

SAINT AUGUSTINE FL 32092-3649

Please check invoice(s) paid below.

Invoice #	Amount	Invoice #	Amount
<input type="checkbox"/> 31976360	\$75.00	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

If you are paying by credit card, please see reverse side.

Please make checks payable and remit to:

NADER'S PEST RAIDERS

PO BOX 1330

YULEE FL 32041-1330



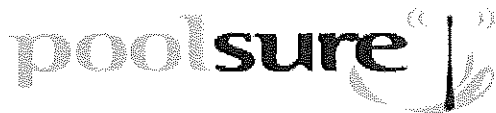
Statement Date: 08/21/18
Customer Number: 1328696

Balance Forward: \$0.00

Amount: _____

Amount Due: \$75.00

Check # _____



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 9/1/2018

Invoice # 131295580759

Terms	Net 20
Due Date	9/21/2018
PO #	
Customer #	13AME150

Bill To First Coast CMS, LLC Amelia Concourse 3821 Miruelo Circle North Jacksonville FL 32217	Ship To Amelia Concourse 85200 Amayllis Court Fernandina Beach FL 32034 1.32.572.454 84
--	---

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	1,000.00
<p>Season Billing Schedule: Summer - April through September monthly service Winter - October through March monthly service</p>				

Total 1,000.00
Amount Due \$1,000.00

Remittance Slip

Customer 13AME150
Invoice # 131295580759

Amount Due \$1,000.00

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295580759



Aquatic Systems, Inc.

LAKE & WETLAND MANAGEMENT SERVICES

2100 NW 33rd Street Pompano Beach, FL 33069

1-800-432-4302 - Fax (954) 977-7877

Invoice

INVOICE DATE: 9/1/2018

INVOICE NUMBER: 0000420875

CUSTOMER NUMBER: 0070160

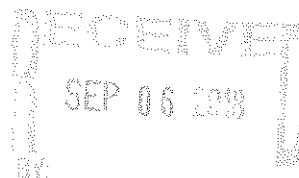
PO NUMBER:

PAYMENT TERMS: Net 30

Amelia Concourse CDD
C/O Governmental Mgmt Services
475 W. Town Place #114
St Augustine, FL 32092

1-32-572-468
27

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - September		258.00	258.00



SALES TAX: (0.0%) \$0.00

LESS PAYMENT: \$0.00

TOTAL DUE: \$258.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 9/1/2018

INVOICE NUMBER: 0000420875

CUSTOMER NUMBER: 0070160

TOTAL AMOUNT DUE: \$258.00

Aquatic Systems, Inc.
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 196

Invoice Date: 9/4/18

Due Date: 9/4/18

Case:

P.O. Number:

Bill To:

Amelia Concourse CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

TIP 513-300

Description	Hours/Qty	Rate	Amount
Management Fees - September 2018 1-31-513-34		3,605.00	3,605.00
Information Technology - September 2018 1-31-513-361		125.00	125.00
Dissemination Agent Services - September 2018 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		15.60	15.60
Postage 1-31-513-42		9.40	9.40
Copies 1-31-513-425		323.40	323.40
5			

Total	\$4,370.07
-------	------------

Payments/Credits	\$0.00
------------------	--------

Balance Due	\$4,370.07
-------------	------------

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

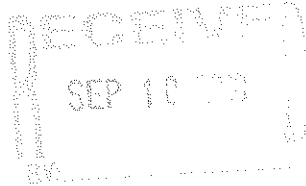
STATEMENT

August 31, 2018

Amelia Concourse Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 102496
Billed through 07/31/2018

General Counsel
ACCDD 00001 JMW



1.31.513.315
2

FOR PROFESSIONAL SERVICES RENDERED

07/13/18	AHJ	Confer with Hogge regarding mailed and published notices.	0.20 hrs
07/16/18	AHJ	Prepare mailed and published notices; transmit same to Hogge.	0.70 hrs
07/25/18	JMW	Review meeting and hearing notice; confer with staff; research publication issues; review correspondence; review draft amendment to purchase and sale agreement; confer with staff and Dreamfinders Homes.	1.10 hrs
07/25/18	AHJ	Confer with Walters regarding incorrect published notice of budget hearing.	0.20 hrs
07/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs

Total fees for this matter \$409.50

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.10 hrs	125 /hr	\$137.50
Kilinski, Jennifer L.	0.10 hrs	190 /hr	\$19.00
Walters, Jason M.	1.10 hrs	230 /hr	\$253.00

TOTAL FEES \$409.50

TOTAL CHARGES FOR THIS MATTER \$409.50

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	1.10 hrs	125 /hr	\$137.50
Kilinski, Jennifer L.	0.10 hrs	190 /hr	\$19.00
Walters, Jason M.	1.10 hrs	230 /hr	\$253.00

TOTAL FEES \$409.50

=====

TOTAL CHARGES FOR THIS BILL

\$409.50

Please include the bill number on your check.

**INVOICE**

Date	Invoice No.
07/31/18	3174
Terms	Due Date
Net 30	08/30/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

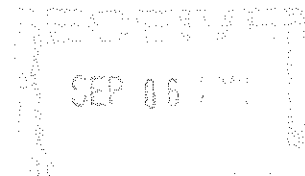
Amount Due	Enclosed
\$152.78	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#2117 - Irrigation Repair - Zone Line Repair			\$152.78
	Irrigation Repair			\$152.78
	Labor - 07/06/18		\$130.80	
	Miscellaneous Irrigation Parts (Material)		\$21.98	
Total				\$152.78

Repaired a broken 2" zone line, located along Amelia Concourse at the property entrance. It was run over by a large vehicle.

1-32-572-464
41



1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>



INVOICE

Date	Invoice No.
09/01/18	3307
Terms	Due Date
Net 30	10/01/18

BILL TO
Dave DeDenagy GMS 475 West Town Place Suite 114 St. Augustine, FL 32092

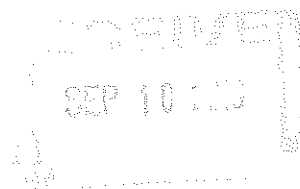
PROPERTY
Amelia Concourse CDD Amelia Concourse CDD Fernandina Beach, FL

Amount Due	Enclosed
\$1,042.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#34 - Maintenance Contract September 2018			\$1,042.00
	Total			\$1,042.00

1.32.572.462
41



1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>



INVOICE

Date	Invoice No.
08/31/18	3412
Terms	Due Date
Net 30	09/30/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

Amount Due	Enclosed
\$22.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#2780 - Irrigation Inspection Repairs - August			\$22.00
	Irrigation Inspection Repair Materials			\$22.00
	Total			\$22.00

1.32.572.464
41

POOL

Zone 7 - replaced one rotor that was no longer rotating, located in the parking area near the green power box.

RECEIVED
SEP 13 2018

1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>



Aquatic Systems, Inc.

LAKE & WETLAND • MANAGEMENT SERVICES

2100 NW 33rd Street Pompano Beach, FL 33069

1-800-432-4302 - Fax (954) 977-7877

Invoice

INVOICE DATE: 10/1/2018

INVOICE NUMBER: 0000423928

CUSTOMER NUMBER: 0070160

PO NUMBER:

PAYMENT TERMS: Net 30

Amelia Concourse CDD
C/O Governmental Mgmt Services
475 W. Town Place #114
St Augustine, FL 32092

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - October		265.00	265.00

1.32.572.468
27

OCT 01 2018

SALES TAX: (0.0%) \$0.00

LESS PAYMENT: \$0.00

TOTAL DUE: \$265.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 10/1/2018

INVOICE NUMBER: 0000423928

CUSTOMER NUMBER: 0070160

TOTAL AMOUNT DUE: \$265.00

Aquatic Systems, Inc.
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

1005 Bradford Way
Kingston, TN 37763

Date	Invoice #
10/1/2018	2

Bill To
Amelia Concourse CDD C/O GMS

RECEIVED
OCT 03 2018

1.31.513.324
81

BY:

Terms	Due Date
Net 30	10/31/2018

[illegible]



/ 27

2500 3413109954807343070500000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share \$ _____

A A 4,8

3413 4



1 096514

AMELIA CONOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
10995-48073	\$507.03	Oct 17 2018	\$

Your electric statement**Account number: 10995-48073**

For: Aug 20 2018 to Sep 19 2018 (30 days)

Customer name: AMELIA CONOURSE CDD

Service address: 100 AMARYLLIS CT # PH 2 SL

Statement date:

Sep 26 2018

Next bill date:

Oct 18 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
0.00	0.00	25.00	25.00	482.03	\$507.03	Oct 17 2018

Total kWh used

1066

1,32,572.431
17**Energy usage**

kWh this month

1066

Service days

30

kWh per day

36

Additional activity:

Deposit balance due

25.00

Balance before new charges

\$25.00

New charges (Rate: SL-1 STREET LIGHTING SERVICE)

Electric service amount

439.91**

Storm charge

8.23

Gross receipts tax

1.73

Florida sales tax

27.66

Discretionary sales surtax

4.50

Total new charges

\$482.03

Total amount you owe**\$507.03**

OCT 01 2018

- Payments received after **October 17, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- As a business customer, you may qualify for a Florida Sales Tax exemption on your electric bill. Call the Florida Department of Revenue at 1-800-352-3671 to determine if you qualify, or visit www.FPL.com/taxexemption for further information.

Please have your account number ready when contacting FPL.

Customer service:

1-800-375-2434

Outside Florida:

1-800-226-3545

To report power outages: 1-800-4OUTAGE (468-8243)

Hearing/speech impaired: 711 (Relay Service)

Online at:

www.FPL.com



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Detail of Rate Schedule Charges for
Street Lights

3413 000091

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Account Number: 10995-48073

Service From: 08-20-2018

Service To: 09-19-2018

Service Days: 30

KWH/Day: 36

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

COMPONENT CODE	WATTS	LUMENS	* OWNER/ MAINT	QUANTITY	RATE/ UNIT	KWH USED	AMOUNT
HPS0100	100	9500	F	26		1,066	
Energy					1.200000		31.20
Non-energy							
Fixtures					4.030000		104.78
Maintenance					1.900000		49.40
PMF0001				26			
Non-energy							
Fixtures					8.110000		210.86
UCNP				402			
Non-energy							
Maintenance					.038760		15.58
Energy sub total							31.20
Non-energy sub total							380.62
Sub total						1,066	411.82
Energy conservation cost recovery							.45
Capacity payment recovery charge							.19
Environmental cost recovery charge							.29
Storm charge							8.23
Fuel charge							27.16
Electric service amount							448.14
Gross receipts tax							1.73
Florida sales tax							27.66
Discretionary sales surtax							4.50
Total						1,066	482.03

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: September 26, 2018

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Detail of Rate Schedule Charges for
Street Lights

3413 000091

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649Account Number: 10995-48073
Service From: 08-20-2018
Service To: 09-19-2018

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

SUMMARY OF CHANGES TO TOTAL NUMBER OF FACILITIES BY LOCATION

SERVICE LOCATION	COMPONENT REMOVED	COMPONENT INSTALLED	* OWNER/ MAINT	QUANTITY	INSTALL/ REMOVE DATE
85426 AMARYLLIS CT AT PMTX		PMF0001		1	08-20-2018
85451 AMARYLLIS CT AT PMTX		PMF0001		1	08-20-2018
85460 AMARYLLIS CT AT PMTX		PMF0001		1	08-20-2018
85467 AMARYLLIS CT FRONT RIGHT		PMF0001		1	08-20-2018
95024 ORCHID PL AT PMTX		PMF0001		1	08-20-2018
95108 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95109 GLADIOLUS PL AT PMTX		PMF0001		1	08-20-2018
95124 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95126 GLADIOLUS PL AT PMTX		PMF0001		1	08-20-2018
95133 GLADIOLUS PL AT PMTX		PMF0001		1	08-20-2018
95135 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95145 GLADIOLUS PL FRONT LEFT		PMF0001		1	08-20-2018
95151 GLADIOLUS PL ATR PMTX		PMF0001		1	08-20-2018
95155 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95171 SNAPDRAGON DR		PMF0001		1	08-20-2018

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHERPrint Date: September 26, 2018
Page 2



FPL

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Detail of Rate Schedule Charges for
Street Lights

3413 000091

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Account Number: 10995-48073
Service From: 08-20-2018
Service To: 09-19-2018

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

SUMMARY OF CHANGES TO TOTAL NUMBER OF FACILITIES BY LOCATION

SERVICE LOCATION	COMPONENT REMOVED	COMPONENT INSTALLED	* OWNER/ MAINT	QUANTITY	INSTALL/ REMOVE DATE
AT PMTX					
95186 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95195 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95219 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95241 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95257 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95271 SNAPDRAGON DR FRONT RIGHT		PMF0001		1	08-20-2018
95288 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95303 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95319 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
95331 SNAPDRAGON DR FRONT RIGHT		PMF0001		1	08-20-2018
95344 SNAPDRAGON DR AT PMTX		PMF0001		1	08-20-2018
CONDUCTORS (Effective Billing Date)		UCNP		402	08-20-2018
85426 AMARYLLIS CT AT PMTX		HPS0100	F	1	08-20-2018
85451 AMARYLLIS CT AT PMTX		HPS0100	F	1	08-20-2018
85460 AMARYLLIS CT		HPS0100	F	1	08-20-2018

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: September 26, 2018

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Detail of Rate Schedule Charges for
Street Lights

3413 000091

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Account Number: 10995-48073
Service From: 08-20-2018
Service To: 09-19-2018

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

SUMMARY OF CHANGES TO TOTAL NUMBER OF FACILITIES BY LOCATION

SERVICE LOCATION	COMPONENT REMOVED	COMPONENT INSTALLED	* OWNER/ MAINT	QUANTITY	INSTALL/ REMOVE DATE
AT PMTX					
85467 AMARYLLIS CT FRONT RIGHT		HPS0100	F	1	08-20-2018
95024 ORCHID PL AT PMTX		HPS0100	F	1	08-20-2018
95108 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95109 GLADIOLUS PL AT PMTX		HPS0100	F	1	08-20-2018
95124 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95126 GLADIOLUS PL AT PMTX		HPS0100	F	1	08-20-2018
95133 GLADIOLUS PL AT PMTX		HPS0100	F	1	08-20-2018
95135 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95145 GLADIOLUS PL FRONT LEFT		HPS0100	F	1	08-20-2018
95151 GLADIOLUS PL ATR PMTX		HPS0100	F	1	08-20-2018
95155 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95171 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95186 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95195 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: September 26, 2018

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Detail of Rate Schedule Charges for
Street Lights

3413 000091

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649Account Number: 10995-48073
Service From: 08-20-2018
Service To: 09-19-2018

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

SUMMARY OF CHANGES TO TOTAL NUMBER OF FACILITIES BY LOCATION

SERVICE LOCATION	COMPONENT REMOVED	COMPONENT INSTALLED	* OWNER/ MAINT	QUANTITY	INSTALL/ REMOVE DATE
95219 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95241 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95257 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95271 SNAPDRAGON DR FRONT RIGHT		HPS0100	F	1	08-20-2018
95288 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95303 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95319 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018
95331 SNAPDRAGON DR FRONT RIGHT		HPS0100	F	1	08-20-2018
95344 SNAPDRAGON DR AT PMTX		HPS0100	F	1	08-20-2018

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: September 26, 2018

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FPL



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Detail of Rate Schedule Charges for
Street Lights

3413 000091

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Account Number: 10995-48073
Service From: 08-20-2018
Service To: 09-19-2018

Service Address: 100 AMARYLLIS CT # PH 2 SL, FERNANDINA BEACH FL 32034

SUMMARY OF CHANGES TO TOTAL NUMBER OF FACILITIES

COMPONENT CODE	WATTS	LUMENS	* OWNER/ MAINT	QUANTITY	RATE/ UNIT	KWH USED	AMOUNT
PMF0001				26	8.110000		210.86
UCNP				402	.038760		15.58
HPS0100	100	9500	F	26	7.130000	1,066	185.38

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: September 26, 2018
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FPL

8 096514

/ 28

3413109954807380052000000

DEPOSIT BILL STATEMENT

3413 8

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

PLEASE FILL IN TOTAL AMOUNT PAID

\$

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

ACCOUNT NUMBER	ISSUE DATE	CHARGES PAST DUE	AMOUNT DUE
10995-48073	SEP 26, 2018	OCT 8, 2018	\$25.00

ENCLOSE TOP PORTION WHEN PAYING BY MAIL WITH CHECK.

Please bring entire bill when paying at a local pay

CUSTOMER GUARANTEE DEPOSIT CERTIFICATE

Account Number : 10995-48073

Guarantee Deposit No. : 2266715

Type : COMMERCIAL

Deposit Amount : \$25.00

Service Address : 100 AMARYLLIS CT # PH 2 SL

Issue Date : 09-26-2018

AMELIA CONCOURSE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092

If you have made full payment, please accept
our thanks and disregard this notice.

Please retain this certificate and your receipt
or cancelled check when returned by the bank.

NOT TRANSFERABLE BETWEEN INDIVIDUALS, PARTNERSHIPS OR CORPORATIONS

This deposit is to secure payment of any amount which may become due the Company by the Customer for service in the Customer's name at any or all premises the Customer may occupy, and may be used as if the Company were the absolute owner thereof.

The terms under which this deposit is made and accepted are:

Interest at the rate of 2% per annum will accrue on security deposits held by the Company 6 months after the deposit is paid. The interest shall be increased to 3% after a period of not less than 23 months of continuous service and a satisfactory payment record has been established for the last 12 months. After the account has been opened for 6 months, it will be reviewed and billed if the initial deposit is less than two months' average billing. After 12 months of continuous service, the deposit may be partially refunded if the deposit amount exceeds the amount of two average billing periods.

If payments are not received by the due date, the account may be subject to a deposit adjustment. The total amount of the deposit shall not exceed charges for two months' average billing.

Any deposit balance, plus interest, if any, remaining after settlement of all indebtedness will be refunded to the Customer.

USEFUL TELEPHONE NUMBERS

Customer Service: 1-800-375-2434

Outside Florida: 1-800-226-3545

Hearing/Speech Impaired: 711 (Relay Service)



FPL

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****RECEIVED**
OCT 03 2018**Bill To:**Amelia Concourse CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092**BY:**

Invoice #: 197

Invoice Date: 9/20/18

Due Date: 9/20/18

Case:

P.O. Number:

1.31.513.313
5

Description	Hours/Qty	Rate	Amount
Assessment Roll Administration FY 2019		5,000.00	5,000.00
Total			\$5,000.00
Payments/Credits			\$0.00
Balance Due			\$5,000.00

Amelia Concourse
COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request

Date	Amount	Authorized By
October 4, 2018	\$50.00	Daniel Laughlin

Payable to:

Leverne Wright (#87)

Date Check Needed:

Budget Category:

ASAP	001-300-369-10100
------	-------------------

Intended Use of Funds Requested:

Rental Fee Refund
(Attach supporting documentation for request.)

From: Tony Shiver tony@firstcoastcms.com
Subject: Fwd: Baby shower 9/23/18
Date: September 16, 2018 at 10:20 AM
To: Daniel Laughlin dlaughlin@gmsnf.com



Daniel,

We need to have a refund processed for a rental fee that was paid for Amelia Concourse. The name was Laverne Wright and it was for a rental on 9/30. Her mother passed and she is cancelling the event. Their address is:

95137 Periwinkly Place
Fernandina Beach, FL 32034.

Thanks

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

From: **Cindy Lindes** <cindy@firstcoastcms.com>
Date: Sat, Sep 15, 2018 at 11:02 AM
Subject: Fwd: Baby shower 9/23/18
To: Tony Shiver <Tony@firstcoastcms.com>

Tony,
She needs to cancel... she already paid.
Amelia Concourse.

Cindy

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

From: **Cindy Lindes** <cindy@firstcoastcms.com>
Date: Sat, Sep 15, 2018 at 11:00 AM
Subject: Re: Baby shower 9/23/18
To: Laverne Wright <lavernewright57@gmail.com>

I am so sorry for your loss.
I will put in the refund request for you.
Cindy

On Sat, Sep 15, 2018 at 10:54 AM Laverne Wright <lavernewright57@gmail.com> wrote:

My mother has pass away .
Thank You
Laverne Wright

Sent from my iPhone

--

First Coast CMS, LLC
3821 Miruelo Cir N.
Jacksonville, FL 32217

Notice: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Please virus check all attachments to prevent widespread contamination and corruption of files and operating systems. The unauthorized access, use, disclosure, or distribution of this email may constitute a violation of the Federal Electronic Communications Privacy Act of 1986 and similar state laws. This communication does not reflect an intention by the sender or the sender's client

NEWS-LEADER

P.O. Box 16766

Fernandina Beach FL 32035

(904) 261-3696

Fax(904) 261-3698

Advertising Memo Bill

1 Memo Bill Period 10/2018		2 Advertiser/Client Name AMELIA CONCOURSE CDD	
23 Total Amount Due 247.60		3 Terms of Payment	
21 Current Net Amount Due .00		22 30 Days .00	
		60 Days .00	
		Over 90 Days .00	
4 Page Number 1	5 Memo Bill Date 10/02/18	6 Billed Account Number 30057 MEGHA.	7 Advertiser/Client Number 30057

8 Billed Account Name and Address AMELIA CONCOURSE CDD 475 WEST TOWN PL STE 114 ST. AUGUSTINE FL 32092		Amount Paid: Comments: Ad #: 462202	
---	--	---	--

Please Return Upper Portion With Payment

10 Date	11 Newspaper Reference	12|13|14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
10/10/18	462202 ROPLD AFFRD	NOTICE OF SPECIAL MEET 10/10 FNL AFFIDAVIT RETAIL DISPL	2X 5.00 10.00	1 23.76 10.00	247.60	247.60
					1,31,513.48 55	

RECEIVED
OCT 01 2018

BY:

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
0.00	0.00	0.00	0.00		247.60

NEWS-LEADER

(904) 261-3696

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice	25 Billing Period	6 Billed Account Number	7 Advertiser/Client Number	2 Advertiser/Client Name
462202	10/2018	30057	30057	AMELIA CONCOURSE CDD

NEWS-LEADER

P.O. Box 16766

Fernandina Beach FL 32035

(904) 261-3696

Fax(904) 261-3698

Advertising Memo Bill

1 Memo Bill Period 10/2018		2 Advertiser/Client Name AMELIA CONCOURSE CDD	
23 Total Amount Due 675.28		3 Terms of Payment	
21 Current Net Amount Due .00		22 30 Days .00	
		60 Days .00	
		Over 90 Days .00	
4 Page Number 1	5 Memo Bill Date 10/02/18	6 Billed Account Number 30057 MEGHA.	7 Advertiser/Client Number 30057

8 Billed Account Name and Address AMELIA CONCOURSE CDD 475 WEST TOWN PL STE 114 ST. AUGUSTINE FL 32092		Amount Paid: Comments: Ad #: 462305	
---	--	---	--

Please Return Upper Portion With Payment

10 Date	11 Newspaper Reference	12|13|14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
10/31/18	462305 ROPLD	N/ LANDOWNER'S MEETING & ELECTION 10/31,11/07 FNL	2X 7.00 14.00	2 23.76	675.28	675.28
	AFFRD	AFFIDAVIT RETAIL DISPL		10.00		
					1,31,513.48	55
		<div style="text-align: center;"> RECEIVED OCT 01 2018 BY: </div>				

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
0.00	0.00	0.00	0.00		675.28

NEWS-LEADER

(904) 261-3696

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice	25 Billing Period	6 Billed Account Number	7 Advertiser/Client Number	2 Advertiser/Client Name
462305	10/2018	30057	30057	AMELIA CONCOURSE CDD



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 10/1/2018

Invoice # 131295581515

Terms	Net 20
Due Date	10/21/2018
PO #	
Customer #	13AME150

Bill To First Coast CMS, LLC Amelia Concourse 3821 Miruelo Circle North Jacksonville FL 32217	Ship To Amelia Concourse 85200 Amayllis Court Fernandina Beach FL 32034 <i>1-32-572-454</i> <i>84</i>
--	---

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	600.00

Season Billing Schedule:
Summer - April through September monthly service
Winter - October through March monthly service

Total 600.00
Amount Due \$600.00

Remittance Slip

Customer 13AME150
Invoice # 131295581515

Amount Due \$600.00

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295581515

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3977



BILL TO

Amelia Concourse
c/o GMS, LLC
Attn - Dave deNagy
475 W. Town Place - Suite 114
St. Augustine, FL 32092

DATE
10/01/2018

PLEASE PAY
\$2,166.00

DUE DATE
10/21/2018

P.O. NUMBER

November Service

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/01/2018	Amelia Concourse Contract:Janitorial Service Janitorial Services 1-32-572-46	1	215.20	215.20
10/01/2018	Amelia Concourse Contract:Pool Service Pool cleaning service, three days a week for all three swimming pools 1-32-572-453	1	800.80	800.80
10/01/2018	Amelia Concourse Contract:Site Management Amenity Center site management 1-32-572-34	1	579.00	579.00
10/01/2018	Amelia Concourse Contract:Staffing Staffing Attendant for amenity center 1 day during week. 1-32-572-341	1	571.00	571.00

49

TOTAL DUE

\$2,166.00

THANK YOU.

RECEIVED
OCT 03 2018

BY:

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3993



BILL TO

Amelia Concourse
c/o GMS, LLC
Attn - Dave deNagy
475 W. Town Place - Suite 114
St. Augustine, FL 32092

DATE
10/04/2018

PLEASE PAY
\$698.68

DUE DATE
10/24/2018

P.O. NUMBER

Purchases reimbursements

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/16/2018	USA*MINUTE KEY, - extra key for staff to onsite office RR			3.21
09/13/2018	ADVANCED DISPOSAL - quarterly trash pick up for amenity center FM			79.26
09/15/2018	THE HOME DEPOT - pool chemicals, valve RC			88.23
09/24/2018	LOWE'S - replacement toilet for women's restroom RR			223.49
09/28/2018	THE HOME DEPOT - replacement faucet for clubhouse RR			164.27
10/02/2018	SmartSign.com - Blind child sign RR			120.13
10/04/2018	Home Depot - mounting tape and janitorial supplies RR			20.09

49

TOTAL DUE

\$698.68

THANK YOU.

RECEIVED
OCT 03 2018

BY:



Tony Shiver <tony@firstcoastcms.com>


minuteKEY Receipt

1 message

minuteKEY <info@minutekey.com>
To: tony@firstcoastcms.com

Wed, Aug 15, 2018 at 2:38 PM

minuteKEY® - The World's First Self-Service Key Machine™

RECEIPT		minute KEY
Sale Date: August 15, 2018 2:34:50 PM		
Kiosk: 11049		
Location: Lowe's, 13125 City Square Dr., Jacksonville, FL 32218		
Transaction: U11049587471FA		
Key - Brass	1	\$3.00
Sub Total:		\$3.00
Tax:		\$0.21
Grand Total:		\$3.21
Name: TONY A SHIVER		
Card Number: XXXXXXXXXXXX8703		
Thank you for using minuteKEY! Questions or concerns? Contact us at www.minutekey.com/customer-service		
	PLANT 1 TREE WHEN YOU BUY 2 NATIONAL FOREST FOUNDATION KEYS minuteKEY has partnered with the National Forest Foundation and is planting a tree for every two NFF keys purchased!	
Copyright © 2018 minuteKEY® Inc., All Rights Reserved.		



Tony Shiver <tony@firstcoastcms.com>

Payment Confirmation

1 message

BillPay@advanceddisposal.com <BillPay@advanceddisposal.com>
To: tony@firstcoastcms.com

Wed, Sep 12, 2018 at 8:24 AM

Dear TONY A. SHIVER,

Thank you for using Advanced Disposal's online bill pay site. We appreciate your payment.

This email serves as confirmation of your payment made on 9/12/2018 for PD073341-0000 in the amount of \$ 79.26. The status of this payment is AUTHORIZED, the confirmation code is 082257.

Please click on the link below to access our website.

www.AdvancedDisposal.com/billpay

If you have any questions, please contact Advanced Disposal Customer Care at the number listed under the "Contact Us" section on your invoice.

Best Regards,

Advanced Disposal



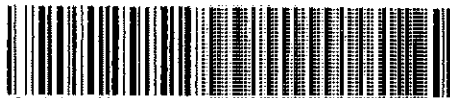
**More saving.
More doing.**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00005 00413 09/15/18 07:51 AM
CASHIER MARIE

017541656849 CL GRAN22.5# <A> 74.98
MAXBLUE CHLORINE GRANULES 22.5 LB
051131949331 RESP <A> 7.47
3M N95 8511 VALVE RESPIRATOR M/L 2PK

SUBTOTAL 82.45
SALES TAX 5.78
TOTAL \$88.23
XXXXXXXXXXXX1228 DEBIT 88.23
AUTH CODE 532583



6921 05 00413 09/15/2018 1831

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/14/2018

DID WE NAIL IT?

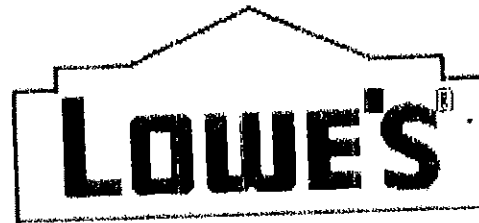
Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 8036 1120
PASSWORD: 18465 1115

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



LOWE'S HOME CENTERS, LLC
13125 CITY SQUARE DRIVE
JACKSONVILLE, FL 32218 (904) 696-4063

- SALE -

SALESM: 52472MM1 1291927 TRANS: 11818838 09-24-18

110945 ASD CHAMPION EL CH WH 1.6 199.00
330425 JOHNI-RING JUMBO REINFRCD 4.28
751667 3/8-IN X 16-IN SS-FL (388 5.58

SUBTOTAL: 208.86
TAX: 14.63
INVOICE 11168 TOTAL: 223.49
DEBIT: 223.49



**More saving.
More doing.**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00002 30151 09/28/18 11:55 AM
CASHIER PAMELA

038753311661 PUTTY <A> 2.32
140Z PLUMBERS PUTTY
095691569882 FAUCET TOOL <A> 20.48
RIDGID EZ CHANGE FAUCET TOOL
012611453090 P/DOWN FAUCET <A> 119.00
FAIRBURY PULL-DOWN KITCH FAUCET SS
NLP Savings \$10.00
026613966151 SUPPLY LINE <A>
SUPPLY LINE FCT SP 3/80DX1/2IPX16
205.86 11.72

SUBTOTAL 153.52
SALES TAX 10.75
TOTAL \$164.27
XXXXXXXXXXXX8703 DEBIT
USD\$ 164.27

Invoice

Questions? Call (800) 952 1457

Bill To

Tony Shiver
First Coast CMS, LLC
3821 MIRUELO CIR N
JACKSONVILLE, FL 32217 3649
Phone: 904 537 9034
Email: Tony@firstcoastcms.com

Ship To

Tony Shiver
First Coast CMS, LLC
3821 MIRUELO CIR N
JACKSONVILLE, FL 32217 3649
Phone: 904 537 9034

Order No.: SMT-214373	Date: October 2, 2018	Ship by: UPS Regular	PO Number: Amelia Concourse
CC: VisaCard	Name: Tony Shiver	Card #: *****8703	Expiry: 01/20

Item Description	Unit Price	Qty.	Amount
1. High Intensity Reflective Aluminum Sign Size: 24" x 30" Part #: K-3408-ALL • HTC Code: 8310.00.0000	\$91.95/sign Package: 1 Sign	1 Sign	\$91.95
Addens:			
+ Sign set-up charge	\$ 0.00/Order	1	\$ 0.00
+ 3M SmartShield POF Laminates -- Superior protection against Fading and Graffiti.	\$ 28.18/sign	1	\$ 28.18
		Item Total :	\$120.13
	Product Subtotal :		\$120.13
	Shipping Charges :		Free
	Order Total :		\$120.13

Please make checks payable to SmartSign.



**More saving.
More doing.SM**

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00011 57700 09/11/18 11:34 AM
CASHIER SHIRLEY

084305355546 HOMER BUCKET <A> 3.25
5GAL HOMER BUCKET
044600002736 CLXTBC2X24 <A>
CLOROX TOILET BOWL CLEANER 24OZ 2PK
2@3.77 7.54
051141919768 EXTRME TPE <A> 7.98
SCOTCH VHB EXTREME MOUNTING TAPE 60

SUBTOTAL 18.77
SALES TAX 1.32
TOTAL \$20.09

XXXXXXXXXXXX3656 PROPURCHASE 20.09
AUTH CODE KTF901/4110357 TA

P.O.#/JOB NAME: AC



6921 11 57700 09/11/2018 8316

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90 12/10/2018

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HLR 122610 115700
PASSWORD: 18461 115689

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 198

Invoice Date: 10/1/18

Due Date: 10/1/18

Case:

P.O. Number:

Bill To:

Amelia Concourse CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
OCT 04 2018

BY:

Description	Hours/Qty	Rate	Amount
Management Fees - October 2018 1-31-513-34		3,750.00	3,750.00
Information Technology - October 2018 1-31-513-351		125.00	125.00
Dissemination Agent Services - October 2018 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		0.21	0.21
Postage 1-31-513-42		19.43	19.43
Copies 1-31-513-425 5		331.35	331.35
Telephone 1-31-513-41		63.94	63.94

Total \$4,581.60

Payments/Credits \$0.00

Balance Due \$4,581.60



Martex Services

LANDSCAPE MANAGEMENT

INVOICE

Date	Invoice No.
10/01/18	3689
Terms	Due Date
Net 30	10/31/18

BILL TO

Dave DeDenagy
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PROPERTY

Amelia Concourse CDD
Amelia Concourse CDD
Fernandina Beach, FL

Amount Due	Enclosed
\$1,042.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#34 - Maintenance Contract October 2018			\$1,042.00
	Total			\$1,042.00

1.32.572.462
41

OCT 05 2018

1417 Avery Road
Fernandina Beach, FL 32034

<http://www.martexlandscape.com>



McCranie & Associates, Inc.

3 South 2nd Street
Fernandina Beach, FL 32034

Invoice

DATE	INVOICE #
9/29/2018	3437

E-mail dan@mccranie-engineers.com

BILL TO
Amelia Concourse CDD c/o Dave DeNagy, GMS 475 West Town Place, Suite 114 St. Augustine, Florida 32092

RECEIVED
OCT 09 2018

BY:

1.31.513.311
12

P.O. NO.	TERMS	DUE DATE	PROJECT	JOB NUMBER
	Net 30	10/29/2018	Amelia Concourse CDD	

DESCRIPTION	Quantity	Rate	Total
Hourly Services Budget meeting, CDD meeting, preparation and site visit of potholes - 8-21-18	4	150.00	600.00
Total			\$600.00



McCranie & Associates, Inc.

3 South 2nd Street
Fernandina Beach, Fl. 32034

Invoice

DATE	INVOICE #
9/29/2018	3440

E-mail dan@mccranie-engineers.com

BILL TO
Amelia Walk CDD c/o Dave DeNagy, GMS 475 West Town Place, Suite 114 St. Augustine, Florida 32092

RECEIVED
OCT 09 2018

BY:

) .31.513.311
12

P.O. NO.	TERMS	DUE DATE	PROJECT	JOB NUMBER
	Net 30	10/29/2018	Amelia Walk CDD	

DESCRIPTION	Quantity	Rate	Total
Hourly Services	4	150.00	600.00
CDD meeting and preparation for meeting			
Hourly Services	2	150.00	300.00
Community meeting			
Total			\$900.00



Jacksonville Office 904-225-9425

PO Box 1330

Yulee, FL 32041-1330

www.naderspestraiders.com**IS YOUR HOME PROTECTED FROM TERMITES?**

Termites cause billions of dollars in damage every year rarely covered by homeowner's insurance and in our area, it's not if your home will encounter termites, but when. Protect your family and home 24/7/365 with Sentricon® with Always Active from Nader's, the #1 provider of Sentricon in the world. CALL TODAY! 855-MY-NADERS.

It's not just termite control. It's Nader's Pest Raiders termite control.

Customer Number: 1328696 Statement Date: 10/02/18 Payment Due Upon Receipt

Date	Invoice #	Description	Amount	Tax	Balance
09/24/18	32377105	Fire Ant Service	\$75.00	\$0.00	\$75.00

Service Address: 85200 Amaryllis Ct, Fernandina Beach, FL 32034-9716

1,32,538,45513
82

OCT 05 2018

Current: \$75.00

Past Due: \$0.00

Total Amount Due: \$75.00

Please Keep the Top Portion For Your Records Return Bottom Portion with Payment

GA22349G



PO Box 1330 • Yulee, FL 32041-1330

Temp-Return Service Requested

You can pay your bill online at www.naderspestraiders.com

*****AUTO**ALL FOR AADC 320



AMELIA CONCOURSE AMENITIES CENTER 630 4

TONY SHIVER

475 W TOWN PL STE 114

SAINT AUGUSTINE FL 32092-3649

Please check Invoice(s) paid below.

Invoice #	Amount	Invoice #	Amount
<input type="checkbox"/> 32377105	\$75.00	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

If you are paying by credit card, please see reverse side.

Please make checks payable and remit to:

NADER'S PEST RAIDERS

PO BOX 1330

YULEE FL 32041-1330



Statement Date: 10/02/18
Customer Number: 1328696

Balance Forward: \$0.00

Amount: _____

Amount Due: \$75.00

Check # _____



D/B/A Atlantic Security
1714 Cesery Blvd
Jacksonville, FL 32211
Telephone#: 904-743-8444
LIC EF00001226 - LIC LU405163 - EF20000570

INVOICE

Bill To: AMELIA CONCOURSE
475 WEST TOWN PLACE
#114
ST AUGUSTINE FL 32092

Ship To: AMELIA CONCOURSE
85200 AMARYLISS COURT
FERNANDINA BEAC FL 32034

1,32,572.62
61

Invoice #	Order #	Customer #	Customer P.O. #	Terms	Salesperson
Invoice Dt	Order Dt				
1133929	104422	52383		UPON RECEIPT	
08/07/18	08/07/18				011

Units	U/M	Item Description	Disc	Unit Price	Amount
1	Hrs	***** DUPLICATE COPY ***** Contract#: 52383-1SVC SVC-COMMER Plugged back in and system was fine. Tried to set up for remote connection. Subtotal Total Due On 08/25/18		135.000	135.00 135.00 135.00
RECEIVED OCT 16 2018 BY:					
YOU CAN NOW PAY ONLINE VISIT US AT WWW.ATLANTICCOMPANIES.NET THANK YOU FOR YOUR BUSINESS!!!!					

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

September 30, 2018

Amelia Concourse Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 103121
Billed through 08/31/2018



General Counsel
ACCDD 00001 JMW

BY:

1-31-513-513
Z

FOR PROFESSIONAL SERVICES RENDERED

08/06/18	JMW	Review plat applications documents; confer with Powell regarding same.	0.60 hrs
08/07/18	AHJ	Prepare budget resolutions and landowner election documents; confer with Hogge regarding same.	1.00 hrs
08/10/18	JMW	Review revised plat applications; confer with Powell and Mossing regarding same.	0.40 hrs
08/13/18	AHJ	Finalize agenda items; confer with Hogge regarding same.	0.30 hrs
08/20/18	JMW	Meeting preparation; review agenda package materials; conference with staff.	0.90 hrs
08/21/18	JMW	Meeting preparation; attend regular board meeting by telephone.	2.60 hrs
08/27/18	JMW	Coordinate funding of additional deposit.	0.40 hrs
Total fees for this matter			\$1,289.50

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.30 hrs	125 /hr	\$162.50
Walters, Jason M.	4.90 hrs	230 /hr	\$1,127.00

TOTAL FEES \$1,289.50

TOTAL CHARGES FOR THIS MATTER \$1,289.50

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	1.30 hrs	125 /hr	\$162.50
Walters, Jason M.	4.90 hrs	230 /hr	\$1,127.00

TOTAL FEES \$1,289.50

TOTAL CHARGES FOR THIS BILL \$1,289.50

=====

Please include the bill number on your check.

WOLFE FENCING CO.



Service & Installation
Professional Fence
Service & Installation

904-510-1347

LICENSED AND INSURED

Job Proposal # 18-_____

NOTES : _____

Date: 9-20-18

Name: TONY SNIVER

Address: AMELIA CONCOURS

City: FERNANDINA BCH St: FL Zip: 32034

WILL DISASSEMBLE 400 FEET OF FENCE, WILL REPLACE 8 FOOT POST WITH 9 FOOT POST, WHICH EACH POST WILL GET A FULL BAG OF CONCRETE. WILL RE-ASSEMBLE FENCE.

NOTE: WILL REPLACE ALL BAD RAILS & PICKETS IF NEEDED. THE PRICE BELOW DOES NOT INCLUDE PICKETS & RAILS.

PRICE FOR RAILS & PICKETS.

RAILS - 7.00 EACH

PICKETS - 4.50 EACH

USED

33 - PICKETS = 148.50

8 - RAILS = 56.00

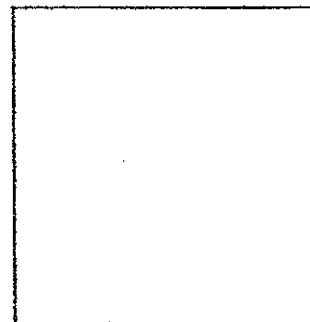
Cost _____ \$

Deposit _____ \$

Balance Due _____ \$ 4,204.50

400 FEET

1.32.572.62
88



RECEIVED
OCT 16 2018

BY:

Customer must call 811 & request a "Property Utility Marking" prior to Start of Installation

Please see back for a complete list of Terms & Conditions.

Wolfe Fencing Company shall not be responsible for the removal nor relocation of any in-ground Sprinkler Systems or Utility Cables.

Customer Signature Tony Sniver for Amelia Concours CO

Date 9/26/18

WOLFE FENCING CO.



Professional Fence
Service & Installation

904-510-1347

LICENSED AND INSURED

Job Proposal # 18-_____

NOTES: _____

Date: 9-20-18

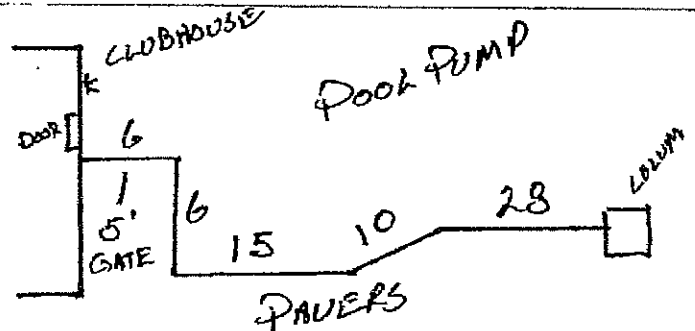
1.32.572.62
68

Name: TONY SHIVER

Address: AMELIA CONCOURS

City: FERNANDINA Bch St FL Zip: 32034

WILL INSTALL 65 FEET OF 6 FOOT HIGH
WHITE VINYL PRIVACY FENCE WHICH
WILL INCLUDE 12.5 FOOT WIDE GATE.



RECEIVED
OCT 16 2018

BY:

Cost\$

Deposit\$

Balance Due\$ 1800⁰⁰

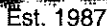
Customer must call 811 & request a "Property Utility Marking"
prior to Start of Installation

Please see back for a complete list of Terms & Conditions.

Wolfe Fencing Company shall not be responsible for the removal nor relocation
of any in-ground Sprinkler Systems or Utility Cables.

Customer Signature Tony Shiver for Amelia Concours COO

Date 9/26/18



"The Big Dogs of Comfort"



INVOICE 51045

1.32.572.62

89

THIS WORK IS TO BE	
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> CHARGE <input type="checkbox"/> NO CHARGE
MAKE	MAKE
MODEL	MODEL
SERIAL NUMBER	SERIAL NUMBER

NAME		First Coast CMS	
STREET		DATE	
85200 Ameryllis Ct		10-5-18	
CITY	EMAIL		
Wm. Island			
PHONE		<input type="checkbox"/> STANDARD <input type="checkbox"/> AFTER HOURS	
TECHNICIAN		AUTHORIZED BY	
Teddy			

QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT R- LBS.		
	TOTAL MATERIALS		

HR#	LABOR	RATE	AMOUNT
	TOTAL LABOR		

MATERIALS & LABOR MAY BE
CONTINUED ON OTHER SIDE

PARTS & LABOR

The above named company makes no warranties, expressed or implied on existing drainlines or drainlines installed by others.

TERMS

We reserve the right to charge a 1.5% finance charge per month on any overdue balance according to the payment terms stated in this contract and any attorneys or collection fees if applicable.
Net 10 days ☐ Net 30 days ☐

I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

Cundiff 10/5/16

DEFENSE ATTORNEYS:

Found bad T-Stat Replaced w/ New Focus
Pro 6000 T-Stat Tested System Function +
Refrigerant Charge w/ New T-Stat. Hdjust
Supply Air in office for better flows to Desk.
Ht This Time System is operating Correct.



- *Surge Protectors
- *Condensation Overflow Cutoff Switch
- *U.V. Freshair Products
- *Energy Audit
- *Blown Insulation
- *Service Agreements

RECOMMENDATIONS

RECEIVED
OCT 18 2008

BY: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

**All warranty calls will be performed
Monday - Friday 8 am - 5 pm
excluding holidays.**

Thank You

Are you
saving 15%
on this invoice
with our service
agreement?

TOTAL

300.34

