

*Amelia Walk*  
*Community Development District*

*February 20, 2018*

# **Amelia Walk**

## **Community Development District**

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

Phone: (904) 940-5850 \* Fax: (904) 940-5899

February 14, 2018

Board of Supervisors  
Amelia Walk Community  
Development District

The regular meeting of the Board of Supervisors of the Amelia Walk Community Development District is scheduled for Tuesday, February 20, 2018 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida. Following is the advance agenda for this meeting:

### **Audit Committee Meeting**

- I. Roll Call
- II. Approval of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

### **Board of Supervisors Meeting**

- I. Roll Call
- II. Audience Comments
- III. Public Hearing to Consider the Imposition of Special Assessments
  - A. Consideration of Resolution 2018-07
- IV. Financing Matters
  - A. Consideration of True-Up Agreements (AW Venture I and II)
  - B. Consideration of Completion Agreements (AW Venture I and II)
  - C. Consideration of Declarations of Consent (AW Venture I and II)
  - D. Consideration of Collateral Assignment Agreement
  - E. Consideration of Engineer's Report
  - F. Consideration of Supplemental Assessment Methodology
- V. Approval of the Minutes of the January 16, 2018 Meeting
- VI. Consideration of Proposals for Phase III Infrastructure Improvements
- VII. Acceptance of Audit Committee Recommendation and Authorization to Issue an RFP
- VIII. Consideration of Resolution 2018-08, Instructing Nassau County Supervisor of Elections to Begin Conducting the District's General Elections
- IX. Other Business
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
  - D. Community Manager - Report
- XI. Supervisors' Request and Audience Comments
- XII. Financial Reports
  - A. Balance Sheet & Income Statement

- B. Approval of Check Registers
- C. Special Assessment Receipts Schedule
- XIII. Next Meeting Scheduled for March 20, 2018 at 2:00 p.m. at the Amelia Walk  
Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach
- XIV. Adjournment

Prior to the board of supervisors meeting the audit committee will meet to consider the auditor evaluation criteria. A copy of the proposed evaluation criteria is enclosed under section VII.

The third order of business is the public hearing to consider the imposition of special assessments. Enclosed for your review and approval is a copy of resolution 2018-07.

The fourth order of business is financing matters. Enclosed for your review and approval are copies of the true-up agreements for AW Venture I and II, completion agreements for AW Venture I and II, the declarations of consent for AW Venture I and II, the collateral assignment agreements, the engineer's report and the supplemental assessment methodology.

Enclosed for your review and approval is a copy of the minutes from the January 16, 2018 meeting.

The sixth order of business is consideration of proposals for Phase III infrastructure improvements. Once the proposals have all been submitted we will distribute a link for you to review.

The seventh order of business is acceptance of audit committee recommendation and authorization to issue an RFP. Enclosed for your review are the auditor evaluation criteria.

The eighth order of business is consideration of resolution 2018-08, instructing the Nassau County Supervisor of Elections to begin conducting the District's general elections. A copy of the resolution is enclosed for your review and approval.

Copies of the balance sheet and income statement, check registers and the special assessment receipts schedule are enclosed for your review and approval.

The balance of the agenda is routine in nature. Staff will present their reports and any additional support material will be presented and discussed at the meeting. If you have any questions, please contact me.

Sincerely,

David deNagy

## *AGENDA*

# Amelia Walk Community Development District Agenda

Tuesday  
February 20, 2018  
2:00 p.m.

Amelia Walk Amenity Center  
85287 Majestic Walk Circle  
Fernandina Beach, FL 32034  
**Call In # 1-800-264-8432 Code 895984**  
[www.ameliawalkcdd.com](http://www.ameliawalkcdd.com)

## **Audit Committee Meeting**

- I. Roll Call
- II. Approval of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

## **Board of Supervisors Meeting**

- I. Roll Call
- II. Audience Comments
- III. Public Hearing to Consider the Imposition of Special Assessments
  - A. Consideration of Resolution 2018-07
- IV. Financing Matters
  - A. Consideration of True-Up Agreements (AW Venture I and II)
  - B. Consideration of Completion Agreements (AW Venture I and II)
  - C. Consideration of Declarations of Consent (AW Venture I and II)
  - D. Consideration of Collateral Assignment Agreement
  - E. Consideration of Engineer's Report
  - F. Consideration of Assessment Methodologies
- V. Approval of the Minutes of the January 16, 2018 Meeting
- VI. Consideration of Proposals for Phase III Infrastructure Improvements

- VII. Acceptance of Audit Committee Recommendation and Authorization to Issue an RFP
- VIII. Consideration of Resolution 2018-08, Instructing Nassau County Supervisor of Elections to Begin Conducting the District's General Elections
- IX. Other Business
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
  - D. Community Manager - Report
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- XII. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Approval of Check Registers
  - C. Special Assessment Receipts Schedule
- XIII. Next Meeting Scheduled for March 20, 2018 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach
- XIV. Adjournment

### *THIRD ORDER OF BUSINESS*

*A.*



## **RESOLUTION 2018-07**

**A RESOLUTION OF THE AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON ASSESSMENT AREA 3A 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 SPECIAL ASSESSMENT 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 Walk 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 WALK 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 Assessment Area 3A, which encompasses Phase 3 and Sub-phase 4a (the "Series 2018 Assessment Area") of the project (the "Project"), the nature and location of which was initially described in Resolution 2006-19 and is shown in the *Engineer's Report*, dated May 16, 2006, as amended in the Engineer's Report (amended for Phase 3 and Sub-phase 4A), dated January 12, 2018 (collectively, the "Engineer's Report"), and which 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 offices of McCranie & Associates, 3 South 2<sup>nd</sup> Street, Fernandina Beach, Florida 32034; (ii) the cost of such Project be assessed against the lands specially benefited by such 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 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 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 Special Assessment Bonds, in one or more series (the "Bonds").

(g) By Resolution 2018-04, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefitted property in the Series 2018 Assessment Area and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2018-04 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 2018-04, said Resolution 2018-04 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 2018-04, 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 2018-05 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 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 February 20, 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 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 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 Project against the properties within the Series 2018 Assessment Area of the District specially benefited thereby using the method determined by the Board set forth in the *Special Assessment Methodology Report for the Special Assessment Bonds Series 2018 (Assessment Area 3)*, dated January 15, 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 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 Project for construction of infrastructure improvements initially described in Resolution 2018-04, 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 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 Series 2018 Assessment Area parcels specially benefited by the 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 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 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 Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the 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 Project and the adoption by the Board of a resolution accepting the 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 Project has been completed and a resolution accepting the 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 AW Venture I, LLC and AW Venture II, 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 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 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 the Series 2018 Assessment Area 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 20<sup>th</sup> DAY OF FEBRUARY, 2018.**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** *Engineer's Report (Amended for Phase 3 and Sub-phase 4A), dated January 12, 2018*  
**Exhibit B:** *Special Assessment Methodology Report for the Special Assessment Bonds, Series 2018 (Assessment Area 3A), dated January 15, 2018*

## *FOURTH ORDER OF BUSINESS*



*A.*

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Jason M. Walters, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**AGREEMENT BY AND BETWEEN THE AMELIA WALK COMMUNITY  
DEVELOPMENT DISTRICT AND AW VENTURE I, LLC, REGARDING THE TRUE-  
UP AND PAYMENT OF SERIES 2018 ASSESSMENTS**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
and between:

**Amelia Walk Community Development District**, a local unit of special-purpose  
government established pursuant to Chapter 190, *Florida Statutes*, being located  
in unincorporated Nassau County, Florida (the “District”); and

**AW Venture I, LLC**, a Florida limited liability company, an owner of lands  
within the District and, specifically, within Assessment Area 3A (as hereinafter  
defined) (together with its successors and assigns, the “Landowner”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County  
Commissioners in and for 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, installing, operating, and/or maintaining certain  
infrastructure, including roadways, stormwater management systems, water and sewer systems  
and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Landowner is currently the owner of certain lands in Nassau County,  
Florida, located within the boundaries of the District and known as “Phase 3 and Sub-phase 4a”  
in the Engineer’s Report (defined below) (“Assessment Area 3A”), as such lands are described in  
attached **Exhibit A**; and

**WHEREAS**, a Final Judgment was issued on April 25, 2006, validating the authority of the  
District to issue up to \$32,000,000 in aggregate principal amount of Amelia Walk Community  
Development District (Nassau County, Florida) Special Assessment Bonds to finance certain  
improvements and facilities within the District; 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 (the “Series 2018 Improvement Plan”), as detailed in the *Engineer’s Report (amended for Phase 3 & Sub-phase 4a)*, (the “Series 2018 Engineer’s Report”), attached to this Agreement as **Exhibit B**, and the anticipated costs of the Improvements described in the Series 2018 Engineer’s Report (the “Series 2018 Project”); and

**WHEREAS**, the District intends to finance a portion of the Series 2018 Project through the anticipated issuance of its Amelia Walk Community Development District Special Assessment Bonds, Series 2018A (Assessment Area 3A), in the principal amount of \$7,105,000 (the “2018A Bonds”) and its Amelia Walk Community Development District Special Assessment Bonds, Series 2018B (Assessment Area 3A), in the principal amount of \$3,165,000 (the “2018B Bonds” and collectively with the 2018A Bonds, the “2018 Bonds”); and

**WHEREAS**, pursuant to Resolutions 2018-04, 2018-05, 2018-07, and 2018-\_\_\_\_ (the “Series 2018 Assessment Resolutions”), the District imposed special assessments on Assessment Area 3A within the District to secure the repayment of the 2018 Bonds (the “Series 2018 Assessments”); and

**WHEREAS**, Landowner agrees that all lands within Assessment Area 3A benefit from the timely design, construction, or acquisition of the Improvements; and

**WHEREAS**, Landowner agrees that the Series 2018 Assessments which were imposed on Assessment Area 3A of the District have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 3A, which Series 2018 Assessments remain unsatisfied; 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 Assessment Area 3A within the District; and

**WHEREAS**, the *Special Assessment Methodology Report for the Special Assessment Bonds, Series 2018 (Assessment Area 3A)*, dated January 15, 2018, attached to this Agreement as **Exhibit C** (the “Series 2018 Assessment Methodology”), provides that as Assessment Area 3A lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 3A lands within the District would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Series 2018 Assessment Area lands within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that Assessment Area 3A lands within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Series 2018 Assessment Methodology; and

**WHEREAS**, the District's Series 2018 Assessment Methodology anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Series 2018 Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District's Series 2018 Assessment Methodology (which payments shall collectively be referenced as the "True-Up Payment"); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make or cause to be made the True-Up Payment related 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.** Landowner agrees that Resolutions 2018-04, 2018-05, 2018-07, and 2018-\_\_\_ have been duly adopted by the District. Landowner further agrees that the Series 2018 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, 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. PAYMENT OF ASSESSMENTS.**

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2018 Assessments collected by mailed notice of 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.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Assessment Area 3A lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

*A. Assumptions as to the Series 2018 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of

two hundred four (204) single-family residential dwelling units will be constructed within Assessment Area 3A.

*B. Process for Reallocation of Assessments.* The Series 2018 Assessments will be reallocated as lands are platted (a “Reallocation”). In connection with such platting of acreage, the Series 2018 Assessments imposed on the acreage being platted will be allocated based upon the precise number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2018 Assessments to the product types being platted and the remaining property in accordance with the Series 2018 Assessment Methodology and 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 Series 2018 Assessment Resolutions that any and all plats containing any portion of the lands within Assessment Area 3A, as the District’s boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Series 2018 Assessments to the product types being platted and the remaining property in accordance with the Series 2018 Assessment Methodology. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of 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 and plan approval or disapproval powers to the District.

(ii) As acreage within Series 2018 Assessment Area is platted (each such date being a “True-Up Date”), the District shall determine if the debt per developable acre remaining on the unplatted lands within Assessment Area 3A exceeds the maximum debt per developable acre of \$60,767, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “True-Up Payment”) shall become immediately due and payable by Landowner that tax year in accordance with the District’s Series 2018 Assessment Methodology, in addition to the regular assessment 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 services 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 services obligations on the 2018 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Landowner that the maximum debt per developable acre for Assessment Area 3A is \$60,767. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the 2018 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Series 2018 Assessments to platted units, including the making of the True-Up Payment. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

**SECTION 6. ASSIGNMENT.**

- a. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Assessment Area 3A lands, binding upon Landowner and its successors and assigns as to Assessment Area 3A lands or portions thereof, and any transferee of any portion of Assessment Area 3A lands as set forth in this Section, except as permitted by subsection b., below, or subject to the conditions set forth in subsection c., below.
- b. ***Exceptions*** – Landowner shall not transfer any portion of Assessment Area 3A lands to any third party without complying with the terms of subsection c. below, other than:
  - (i) Platted and fully-developed lots to homebuilders restricted from re-platting;
  - (ii) Platted and fully-developed lots to end users; and
  - (iii) Portions of Assessment Area 3A lands which are exempt from assessments to Nassau County, the District, a homeowners' association, or other governmental agencies.

Any transfer of any portion of Assessment Area 3A lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Assessment Area 3A lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- c. ***Transfer Conditions*** – Landowner shall not transfer any portion of Assessment Area 3A lands to any third party, except as permitted by subsection b. above, without satisfying the following conditions ("**Transfer Conditions**"): (i) causing such third party to assume in writing Landowner's obligations under this Agreement with respect to such portion of Assessment Area 3A lands intended to be conveyed; (ii) delivering such written assignment and assumption instrument to the District; and (iii) satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Assessment Area 3A lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-

Up Payments due, and the transferee, which by recording or causing to be recorded in the Public Records of Nassau County, the deed transferring such portion to the transferee shall be deemed to assume Landowner's obligations in accordance herewith shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of Assessment Area 3A lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection b., above, shall take title subject to the terms of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either 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 8. NOTICE.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A. If to the District: Amelia Walk 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, FL 32303  
Attn: Jason M. Walters

B. If to the Landowner: AW Venture I, LLC  
7807 Baymeadows Road East  
Jacksonville, Florida 32256  
Attn: Edward Burr

With a copy to: Feldman & Mahoney, P.A.  
2240 Belleair Road  
Suite 210  
Clearwater, Florida 33764  
Attn: Donna J. Feldman

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 9. ASSIGNMENT.** No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld, and of the Trustee of the Series 2018 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding. Any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

**SECTION 10. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the Series 2018 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

**SECTION 11. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the Series 2018 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

**SECTION 12. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The 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, the 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 13. BENEFICIARIES.** Except as provided below, 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. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity 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 for the Series 2018 Bonds, on behalf of the Series 2018 Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 14. 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 or law, 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 15. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Nassau County, Florida.

**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 contained on following page]*

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

**Attest:**

**Amelia Walk**  
**Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Witness:**

**AW Venture I, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

**Exhibit A:** Description of Assessment Area A3

**Exhibit B:** *Engineer's Report (amended for Phase 3 & Sub-phase 4a)*, dated January 12, 2018

**Exhibit C:** *Special Assessment Methodology Report for the Special Assessment Bonds, Series 2018 (Assessment Area 3A)*, dated January 15, 2018

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jason M. Walters, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**AGREEMENT BY AND BETWEEN THE AMELIA WALK COMMUNITY  
DEVELOPMENT DISTRICT AND AW VENTURE II, LLC, REGARDING THE TRUE-  
UP AND PAYMENT OF SERIES 2018 ASSESSMENTS**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between:

**Amelia Walk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in unincorporated Nassau County, Florida (the “District”); and

**AW Venture II, LLC**, a Florida limited liability company, an owner of lands within the District and, specifically, within Assessment Area 3A (as hereinafter defined) (together with its successors and assigns, the “Landowner”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners in and for 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, installing, operating, and/or maintaining certain infrastructure, including roadways, stormwater management systems, water and sewer systems and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Landowner is currently the owner of certain lands in Nassau County, Florida, located within the boundaries of the District and known as “Phase 3 and Sub-phase 4a” in the Engineer’s Report (defined below) (“Assessment Area 3A”), as such lands are described in attached **Exhibit A**; and

**WHEREAS**, a Final Judgment was issued on April 25, 2006, validating the authority of the District to issue up to \$32,000,000 in aggregate principal amount of Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds to finance certain improvements and facilities within the District; 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 (the “Series 2018 Improvement Plan”), as detailed in the *Engineer’s Report (amended for Phase 3 & Sub-phase 4a)*, (the “Series 2018 Engineer’s Report”), attached to this Agreement as **Exhibit B**, and the anticipated costs of the Improvements described in the Series 2018 Engineer’s Report (the “Series 2018 Project”); and

**WHEREAS**, the District intends to finance a portion of the Series 2018 Project through the anticipated issuance of its Amelia Walk Community Development District Special Assessment Bonds, Series 2018A (Assessment Area 3A), in the principal amount of \$7,105,000 (the “2018A Bonds”) and its Amelia Walk Community Development District Special Assessment Bonds, Series 2018B (Assessment Area 3A), in the principal amount of \$3,165,000 (the “2018B Bonds” and collectively with the 2018A Bonds, the “2018 Bonds”); and

**WHEREAS**, pursuant to Resolutions 2018-04, 2018-05, 2018-07, and 2018-\_\_\_\_ (the “Series 2018 Assessment Resolutions”), the District imposed special assessments on Assessment Area 3A within the District to secure the repayment of the 2018 Bonds (the “Series 2018 Assessments”); and

**WHEREAS**, Landowner agrees that all lands within Assessment Area 3A benefit from the timely design, construction, or acquisition of the Improvements; and

**WHEREAS**, Landowner agrees that the Series 2018 Assessments which were imposed on Assessment Area 3A of the District have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 3A, which Series 2018 Assessments remain unsatisfied; 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 Assessment Area 3A within the District; and

**WHEREAS**, the *Special Assessment Methodology Report for the Special Assessment Bonds, Series 2018 (Assessment Area 3A)*, dated January 15, 2018, attached to this Agreement as **Exhibit C** (the “Series 2018 Assessment Methodology”), provides that as Assessment Area 3A lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 3A lands within the District would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Series 2018 Assessment Area lands within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that Assessment Area 3A lands within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Series 2018 Assessment Methodology; and

**WHEREAS**, the District's Series 2018 Assessment Methodology anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Series 2018 Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District's Series 2018 Assessment Methodology (which payments shall collectively be referenced as the "True-Up Payment"); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make or cause to be made the True-Up Payment related 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.** Landowner agrees that Resolutions 2018-04, 2018-05, 2018-07, and 2018-\_\_\_ have been duly adopted by the District. Landowner further agrees that the Series 2018 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, 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. PAYMENT OF ASSESSMENTS.**

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2018 Assessments collected by mailed notice of 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.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Assessment Area 3A lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

*A. Assumptions as to the Series 2018 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of

two hundred four (204) single-family residential dwelling units will be constructed within Assessment Area 3A.

*B. Process for Reallocation of Assessments.* The Series 2018 Assessments will be reallocated as lands are platted (a “Reallocation”). In connection with such platting of acreage, the Series 2018 Assessments imposed on the acreage being platted will be allocated based upon the precise number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2018 Assessments to the product types being platted and the remaining property in accordance with the Series 2018 Assessment Methodology and cause such Reallocation to be recorded in the District’s Improvement Lien Book.

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(ii) As acreage within Series 2018 Assessment Area is platted (each such date being a “True-Up Date”), the District shall determine if the debt per developable acre remaining on the unplatted lands within Assessment Area 3A exceeds the maximum debt per developable acre of \$60,767, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “True-Up Payment”) shall become immediately due and payable by Landowner that tax year in accordance with the District’s Series 2018 Assessment Methodology, in addition to the regular assessment 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 services 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 services obligations on the 2018 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Landowner that the maximum debt per developable acre for Assessment Area 3A is \$60,767. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the 2018 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Series 2018 Assessments to platted units, including the making of the True-Up Payment. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

**SECTION 6. ASSIGNMENT.**

- a. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Assessment Area 3A lands, binding upon Landowner and its successors and assigns as to Assessment Area 3A lands or portions thereof, and any transferee of any portion of Assessment Area 3A lands as set forth in this Section, except as permitted by subsection b., below, or subject to the conditions set forth in subsection c., below.
- b. ***Exceptions*** – Landowner shall not transfer any portion of Assessment Area 3A lands to any third party without complying with the terms of subsection c. below, other than:
  - (i) Platted and fully-developed lots to homebuilders restricted from re-platting;
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  - (iii) Portions of Assessment Area 3A lands which are exempt from assessments to Nassau County, the District, a homeowners' association, or other governmental agencies.

Any transfer of any portion of Assessment Area 3A lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Assessment Area 3A lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- c. ***Transfer Conditions*** – Landowner shall not transfer any portion of Assessment Area 3A lands to any third party, except as permitted by subsection b. above, without satisfying the following conditions ("**Transfer Conditions**"): (i) causing such third party to assume in writing Landowner's obligations under this Agreement with respect to such portion of Assessment Area 3A lands intended to be conveyed; (ii) delivering such written assignment and assumption instrument to the District; and (iii) satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Assessment Area 3A lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-

Up Payments due, and the transferee, which by recording or causing to be recorded in the Public Records of Nassau County, the deed transferring such portion to the transferee shall be deemed to assume Landowner's obligations in accordance herewith shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of Assessment Area 3A lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection b., above, shall take title subject to the terms of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either 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.

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Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
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Attn: Jason M. Walters

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Jacksonville, Florida 32256  
Attn: Edward Burr

With a copy to: Feldman & Mahoney, P.A.  
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Suite 210  
Clearwater, Florida 33764  
Attn: Donna J. Feldman

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



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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 9. ASSIGNMENT.** No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld, and of the Trustee of the Series 2018 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding. Any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

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**SECTION 11. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the Series 2018 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

**SECTION 12. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The 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, the 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 13. BENEFICIARIES.** Except as provided below, 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. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity 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 for the Series 2018 Bonds, on behalf of the Series 2018 Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 14. 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 or law, 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 15. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Nassau County, Florida.

**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 contained on following page]*

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

**Attest:**

**Amelia Walk**  
**Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Witness:**

**AW Venture II, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

**Exhibit A:** Description of Assessment Area A3

**Exhibit B:** *Engineer's Report (amended for Phase 3 & Sub-phase 4a)*, dated January 12, 2018

**Exhibit C:** *Special Assessment Methodology Report for the Special Assessment Bonds, Series 2018 (Assessment Area 3A)*, dated January 15, 2018

*B.*

**AGREEMENT BETWEEN THE AMELIA WALK COMMUNITY DEVELOPMENT  
DISTRICT AND AW VENTURE I, LLC REGARDING THE COMPLETION OF  
CERTAIN IMPROVEMENTS**

**THIS AGREEMENT** is made and entered into this 13th day of March, 2018, by and among:

**Amelia Walk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Nassau County, Florida whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "**District**"), and

**AW Venture I, LLC**, a Florida limited liability company, a Florida limited liability company whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the "**Landowner**").

**RECITALS**

**WHEREAS**, the District was established by ordinance of Nassau County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, water and sewer systems, stormwater management, recreation and security improvements and other infrastructure authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Landowner is currently the owner of certain lands in Nassau County, Florida, located within the boundaries of the District; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (together, "**Improvements**"), which plan is detailed in the Improvement Plan for the Purpose of Special Assessment Bonds, dated February 1, 2006 (the "**Master Project Report**"), as supplemented by the District's *Engineer's Report (amended for Phase 3 & Sub-phase 4a)*, dated January 12, 2018 (the "**2018 Project Report**") attached to this Resolution as **Composite Exhibit A** (the "**Engineer's Report**"); and

**WHEREAS**, a portion of the Improvements described in the Engineer's Report make up all of the infrastructure improvements necessary to fully develop the real property described on **Exhibit B** attached hereto (the "**2018 Project**"); and

**WHEREAS**, the District has imposed special assessments on the property within the District to secure financing, in part, for the construction of the infrastructure improvements for the 2018 Project; and

**WHEREAS**, the District intends to fund the 2018 Project through the use of proceeds from its to be issued Series 2018 Bonds; and

**WHEREAS**, in order to ensure that the infrastructure improvements for the entire 2018 Project are completed and funding is available in a timely manner to provide for their completion, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its Series 2018 Bond proceeds to construct certain improvements described in the 2018 Project Report including, but not limited to, the 2018 Project, should the existing proceeds be insufficient to complete the 2018 Project, the Landowner will make provision for any additional funds that may be needed for the completion of the 2018 Project 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 are hereby acknowledged, the District and the Landowner agree as follows:

**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.

**2. COMPLETION OF IMPROVEMENTS.** The Landowner and District agree that, as long as the District uses its Series 2018 Bond proceeds to construct improvements described in the 2018 Project Report, should the District be unable to complete the 2018 Project with its existing proceeds, the Landowner agrees to 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 portions of the 2018 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District.

**(a)** When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b)** When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to 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, subject to a formal determination by the Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District’s best interests.

**(c)** Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the 2018 Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District 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.

(e) Material changes to the 2018 Project or the Remaining Improvements shall require the prior written consent of the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

**3. 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 actual damages and/or specific performance. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, 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.

**4. 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.

**5. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders acting at the direction of a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

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

**7. 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 District:** Amelia Walk 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:**

AW Venture I, LLC  
7807 Baymeadows Road East, Suite 205  
Jacksonville, Florida 32256  
Attn: Edward E. Burr

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2018 Bonds, on behalf of the Series 2018 Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the



District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**10. ASSIGNMENT.** Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the 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 District Lands subject to the 2018 Assessments then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

**12. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and the Landowner.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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 WALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESSES:

**AW VENTURE I,  
LLC** , a Florida limited liability company

\_\_\_\_\_

\_\_\_\_\_  
By: Graydon E. Miars  
Its: Vice President

\_\_\_\_\_  
(Printed Name)

**Composite Exhibit A:**      Engineer's Report

**AGREEMENT BETWEEN THE AMELIA WALK COMMUNITY DEVELOPMENT  
DISTRICT AND AW VENTURE II, LLC REGARDING THE COMPLETION OF  
CERTAIN IMPROVEMENTS**

**THIS AGREEMENT** is made and entered into this 13th day of March, 2018, by and among:

**Amelia Walk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Nassau County, Florida whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "**District**"), and

**AW Venture II, LLC**, a Florida limited liability company, a Florida limited liability company whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the "**Landowner**").

**RECITALS**

**WHEREAS**, the District was established by ordinance of Nassau County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, water and sewer systems, stormwater management, recreation and security improvements and other infrastructure authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Landowner is currently the owner of certain lands in Nassau County, Florida, located within the boundaries of the District; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (together, "**Improvements**"), which plan is detailed in the Improvement Plan for the Purpose of Special Assessment Bonds, dated February 1, 2006 (the "**Master Project Report**"), as supplemented by the District's *Engineer's Report (amended for Phase 3 & Sub-phase 4a)*, dated January 12, 2018 (the "**2018 Project Report**") attached to this Resolution as **Composite Exhibit A** (the "**Engineer's Report**"); and

**WHEREAS**, a portion of the Improvements described in the Engineer's Report make up all of the infrastructure improvements necessary to fully develop the real property described on **Exhibit B** attached hereto (the "**2018 Project**"); and

**WHEREAS**, the District has imposed special assessments on the property within the District to secure financing, in part, for the construction of the infrastructure improvements for the 2018 Project; and

**WHEREAS**, the District intends to fund the 2018 Project through the use of proceeds from its to be issued Series 2018 Bonds; and

**WHEREAS**, in order to ensure that the infrastructure improvements for the entire 2018 Project are completed and funding is available in a timely manner to provide for their completion, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its Series 2018 Bond proceeds to construct certain improvements described in the 2018 Project Report including, but not limited to, the 2018 Project, should the existing proceeds be insufficient to complete the 2018 Project, the Landowner will make provision for any additional funds that may be needed for the completion of the 2018 Project 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 are hereby acknowledged, the District and the Landowner agree as follows:

**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.

**2. COMPLETION OF IMPROVEMENTS.** The Landowner and District agree that, as long as the District uses its Series 2018 Bond proceeds to construct improvements described in the 2018 Project Report, should the District be unable to complete the 2018 Project with its existing proceeds, the Landowner agrees to 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 portions of the 2018 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District.

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**(c)** Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the 2018 Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District 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.

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**4. 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.

**5. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders acting at the direction of a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

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

**7. 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:

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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:**

AW Venture II, LLC  
7807 Baymeadows Road East, Suite 205  
Jacksonville, Florida 32256  
Attn: Edward E. Burr

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

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2018 Bonds, on behalf of the Series 2018 Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the

District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**10. ASSIGNMENT.** Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the 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 District Lands subject to the 2018 Assessments then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

**12. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and the Landowner.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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 WALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESSES:

**AW VENTURE II,  
LLC** , a Florida limited liability company

\_\_\_\_\_

\_\_\_\_\_  
By: Graydon E. Miars  
Its: Vice President

\_\_\_\_\_  
(Printed Name)

**Composite Exhibit A:**      Engineer's Report



*C.*

**This space reserved for use by the Clerk of  
the Circuit Court**

This Instrument Prepared by  
and return to:

Jason M. Walters, Esq.  
**HOPPING GREEN & SAMS, P.A.**  
119 South Monroe Street  
Suite 300  
Tallahassee, Florida 32301

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

AW Venture II, LLC, a Florida limited liability company (the “Landowner”), is the owner of those lands described in **Exhibit A** attached hereto (the “Property”) located within the boundaries of Amelia Walk Community Development District (the “District”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after December 22, 2005, 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 in and for 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. 2005-81, effective as of December 22, 2005, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from December 22, 2005, to and including the date of this Declaration.

2. The Landowner, for itself and its, successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2018-04, 2018-05, 2018-07 and 2018-\_\_\_ (collectively, the “Assessment Resolutions”), duly adopted by the Board of Supervisors of the District (the “Board”), 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, for itself and its successors and assigns, 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 the 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 Series 2018 Bonds or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2018 Bonds (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 or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (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*; and (iv) to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments 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.

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 the District Manager (Governmental Management Services), 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN 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 AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**AW Venture II, LLC,**  
a Florida limited liability company

By: Graydon E. Miars, Vice President

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Graydon E. Miars, as a Vice President of AW Venture II, LLC, a Florida limited liability company, on behalf of the company.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2018.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or  
Type as Commissioned)

☐ Personally known to me, or  
☐ Produced identification:

(Type of Identification Produced)

**Exhibit A**  
**[Legal Description]**

**This space reserved for use by the Clerk of  
the Circuit Court**

This Instrument 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 WALK COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

AW Venture I, LLC, a Florida limited liability company (the “Landowner”), is the owner of those lands described in **Exhibit A** attached hereto (the “Property”) located within the boundaries of Amelia Walk Community Development District (the “District”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after December 22, 2005, 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 in and for 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. 2005-81, effective as of December 22, 2005, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from December 22, 2005, to and including the date of this Declaration.

2. The Landowner, for itself and its, successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2018-04, 2018-05, 2018-07 and 2018-\_\_\_ (collectively, the “Assessment Resolutions”), duly adopted by the Board of Supervisors of the District (the “Board”), 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, for itself and its successors and assigns, 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 the 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 Series 2018 Bonds or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2018 Bonds (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 or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (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*; and (iv) to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments 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.

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 the District Manager (Governmental Management Services), 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN 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 AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**AW Venture I, LLC,**  
a Florida limited liability company

By: Graydon E. Miars, Vice President

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Graydon E. Miars, as a Vice President of AW Venture I, LLC, a Florida limited liability company, on behalf of the company.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2018.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or  
Type as Commissioned)

☐ Personally known to me, or  
☐ Produced identification:

(Type of Identification Produced)



**Exhibit A**  
**[Legal Description]**

*D.*

*Prepared by and after recording return to:*  
**Brian J. Fender, Esq.**  
**GrayRobinson, P.A.**  
**401 East Jackson Street, Suite 2700**  
**Tampa, Florida 33602**

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS  
RELATING TO ASSESSMENT AREA 3A**

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO ASSESSMENT AREA 3A (herein, the "**Assignment**") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by AW VENTURE I, LLC, a Florida limited liability company, and AW VENTURE II, LLC, a Florida limited liability company (collectively, "**Landowner**") in favor of the AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, and located in Nassau County, Florida (together with its successors and assigns, the "**District**" or "**District**").

**RECITALS**

**WHEREAS**, the District proposes to issue its Special Assessment Bonds, Series 2018A (Assessment Area 3A) (the "**2018A Bonds**") and its Special Assessment Bonds, Series 2018B (Assessment Area 3A) (the "**2018B Bonds**") and, together with the 2018A Bonds, the "**2018 Bonds**") to finance certain public infrastructure which will provide special benefit to certain lands including but not limited to the real property described on Exhibit A ("**Assessment Area 3A**") in the development commonly referred to as Amelia Walk ("**Development**"), which is located within the geographical boundaries of the District; and

**WHEREAS**, the security for the repayment of the 2018 Bonds is the special assessments levied against Assessment Area 3A ("**2018 Assessments**"); and

**WHEREAS**, the purchasers of the 2018 Bonds anticipate that Assessment Area 3A will be developed into 204 platted residential lots (each a "**Lot**") in accordance with the Amelia Walk Community Development District Engineer's Report (amended for Phase 3 and 4A), dated January 12, 2018, prepared by McCranie & Associates, Inc. (which is on file in the District's office, and referred to herein as the "**Engineer's Report**"), and sold to end-users ("**Development Completion**"); and

**WHEREAS**, the failure to achieve Development Completion may increase the likelihood that the purchasers of the 2018 Bonds will not receive the full benefit of their investment in the 2018 Bonds; and

**WHEREAS**, during the period in which Assessment Area 3A is being developed and has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2018 Assessments; and

**WHEREAS**, in the event of default in the payment of the 2018 Assessments or in the payment of a True-Up Payment (as defined in the Agreements by and between the District and the respective Landowners Regarding the True-Up and Payment of Series 2018 Assessments), or an event of default hereunder (each an "**Event of Default**"), the District requires, in addition to the remedies afforded the District as more particularly set forth in the Master Trust Indenture, dated as of June 1, 2006, as supplemented with respect to the 2018A Bonds by a Fourth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2018 (the "Fourth Supplemental Indenture" and, together with the Master Indenture, the "2018A Indenture"), and with respect to the 2018B Bonds by a Fifth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2018 (the "Fifth Supplemental Indenture" and, together with the Master Indenture, the "2018B Indenture") (the 2018A Indenture and the 2018B Indenture being collectively referred to herein as the "Indentures"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), pursuant to which the 2018 Bonds are issued and the other agreements being entered into by the Landowner concurrently herewith with respect to the 2018 Bonds (the Indentures and agreements being referred to collectively as the "**Bond Documents**," and such remedies being referred to collectively as the "**Remedial Rights**"); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined in Section 2 below), to complete development of Assessment Area 3A to the extent that such Development Rights have not been previously assigned, transferred, or otherwise conveyed to: (1) a retail homebuyer in the ordinary course of business; (2) Nassau County, Florida; (3) the District; (4) any applicable homeowner's association; or (5) any other governmental entity or association as may be required by applicable permits, government approvals, plats, entitlements, or regulations associated with the development of Assessment Area 3A or affecting Assessment Area 3A (each a "**Partial Transfer**"); and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of Assessment Area 3A that is not a Partial Transfer, the successors-in-interest to the real property so conveyed by Landowner shall be subject to this Assignment, which shall be recorded in the Official Records of Nassau County, Florida.

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

1. **Incorporation of Recitals and Exhibit.** The recitals set forth above and the Exhibit attached hereto are incorporated herein, as if restated in their entirety.

2. **Collateral Assignment.** Landowner hereby collaterally assigns to District, to the extent assignable and to the extent that they are owned or controlled by Landowner at execution of this Agreement or acquired in the future, all of Landowner's development rights and contract rights relating to the Development to the extent pertaining to Assessment Area 3A and to the extent assigned pursuant to this Section 2 (herein the "**Development Rights**") as security for Landowner's payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the 2018 Assessments levied against

Assessment Area 3A. This Assignment is made on an exclusive basis to the extent that the Development Rights pertain solely to Assessment Area 3A or to the development of Assessment Area 3A (other than Lot development therein), except as otherwise set forth in this Assignment, and is made on a non-exclusive basis to the extent that the Development Rights pertain to the Assessment Area 3A or the development of Assessment Area 3A (other than Lot development therein), on the one hand, and Lot development or development of other portions of the Development or the District and other public infrastructure, on the other hand. The Development Rights shall include all of the following to the extent that they pertain to Assessment Area 3A, but shall specifically exclude any such portion of the Development Rights which relate solely to any portion of Assessment Area 3A which has been conveyed or dedicated or is in the future conveyed or dedicated as a Partial Transfer:

(a) Zoning approvals, density approvals and entitlements, concurrency capacity certificates and development agreement rights.

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

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the lands in Assessment Area 3A (other than house, multi-family building and commercial building plans).

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of Assessment Area 3A and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of Assessment Area 3A.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of Assessment Area 3A or the construction of improvements thereon.

(g) Contracts and agreements with private utility providers to provide utility services to the lands within Assessment Area 3A.

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

This Assignment is not intended to impair or interfere with the development of Assessment Area 3A or the Development, including, without limitation, Landowner's contracts with homebuilders ("**Sales Contracts**"), and shall only be inchoate until becoming an effective and absolute assignment and assumption of the Development Rights upon an Event of Default the District's exercise of its Remedial Rights on account thereof; 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 provisions of this Assignment.

3. **Warranties by Landowner.** Landowner represents and warrants to District that:

(a) Subject to the Sales Contracts, Landowner has made no assignment of the Development Rights to any person other than District.

(b) During the Term (as defined in Section 8 below) of this Agreement, any transfer, conveyance or sale of Assessment Area 3A shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment, except to the extent of a Partial Transfer.

(c) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

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

4. **Covenants.** Landowner covenants with District that during the Term:

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

(b) If and when this Assignment becomes absolute, the Development Rights will include all of Landowner's right to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; unless such modification, termination, waiver or release affects any of the Development Rights which pertain to lands outside of Assessment Area 3A and/or not relating to development of Assessment Area 3A, or solely to any portion of the lands or Assessment Area 3A that were subject to a Partial Transfer.

(c) Landowner agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development Rights, none of which actions or rights shall be limited by this Assignment except to the extent and as set forth in this Assignment.

5. **Event(s) of Default.** A breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days and may be longer if District, in its reasonable discretion, agrees to a longer cure period), constitute an event of default under this Assignment.

6. **Remedies Upon Event of Default.** Upon an Event of Default, or upon the District's exercise of any of its Remedial Rights and the transfer of title to lands within Assessment Area 3A owned by Landowner pursuant to a judgment of foreclosure entered by a

court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to the District (or its designee) or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of Landowner relating to the Development Rights and exercise any and all rights of Landowner therein as fully as Landowner could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third party acquiring title to the property so acquired or any portion thereof on the District or bondholders' behalf.

7. **Authorization.** Upon the occurrence and during the continuation of an Event of Default, Landowner does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from 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 Landowner, but not a release of Landowner from any remaining obligations under this Agreement.

8. **Term and Termination.** In the event that this Assignment does not become an effective and absolute assignment and assumption of the Development Rights, this Assignment will automatically terminate upon the earliest to occur of the following ("**Term**"): (a) payment of the 2018 Assessments in full; (b) Development Completion; or (c) upon occurrence of a Partial Transfer, but only to the extent that such Development Rights pertain solely to the Partial Transfer.

9. **Third Party Beneficiaries.** The Trustee for the 2018 Bonds, on behalf of the bondholders thereof, shall be a direct third party beneficiary of the terms and conditions of this Assignment but only entitled to cause the District to enforce the Landowner's obligations hereunder. Except as set forth above, this Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

10. **Amendment.** This Assignment may be modified in writing only by the mutual agreement of all parties hereto and the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the 2018 Bonds then outstanding.

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

scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

*[Signatures on following pages.]*



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

**WITNESSES:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LANDOWNER:**

**AW VENTURE I, LLC**, a Florida limited liability company

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of AW VENTURE I, LLC, on behalf of said entity. He is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Stamp Name  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

*[Signatures continued on following page.]*

**WITNESSES:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LANDOWNER:**

**AW VENTURE II, LLC**, a Florida limited liability company

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of AW VENTURE II, LLC, on behalf of said entity. He is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Stamp Name  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**ATTEST:**

**DISTRICT:**

**AMELIA WALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ Chair of the Board of Supervisors of Amelia Walk Community Development District, for and on behalf of the District. He ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Legal Description of Land within Assessment Area 3A**

*E.*

**Amelia Walk  
Community Development District**

**Engineers Report (amended for Phase 3 & Sub-phase 4a)**

*Prepared for:*

Amelia Walk Community Development District  
Board of Supervisors

*Prepared by:*



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

January 12, 2018

## INTRODUCTION

The Amelia Walk Community Development District (the "District"), encompasses approximately 563 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 Sections 13, 24 and 40, all lying in Township 2 North, Range 27 East. The District is currently bounded to the north by the North Hampton single family development, to the east by vacant parcels zoned for residential use along with the Amelia National and Amelia Concourse single family developments, vacant parcels and wetlands to the south and wetlands and the North Hampton single family development to the west. Access to the District is via the Amelia Concourse roadway approximately one to 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. **Exhibit 2** is a survey legal description of the District.

The District is located within the Hampton Lakes Planned Unit Development ("PUD"). AW Venture II, LLC, the primary landowner of the project, plans for the District to include approximately 749 single-family homes. The community also includes a community recreation area. **Exhibit 3** is a site plan of the community showing its currently proposed layout and proposed phases of construction.

The project is being developed in five (5) Phases. Phase 1 was completed by the original developer, and includes substantially the entire master sewer infrastructure to accommodate the first three phases, the master infrastructure for the first three phases, and the recreation area. Phase 2 was completed in 2017 and includes the infrastructure for 134 lots. Phase 3 will include the infrastructure for 95 lots. Phase 4 is being sub-phased into Phases 4a and 4b. Sub-phase 4a will include all of the infrastructure for 109 lots and the master infrastructure (lift station and ponds) for the future Sub-phase 4b. The remaining infrastructure required for Sub-phase 4b and Phase 5 will be completed with the development of those phases. The timing of the infrastructure improvements for the remaining phases will be based on the rate of absorption. Each phase will be able to be developed independent of the subsequent phases.

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

## **GOVERNMENT ACTIONS**

The permitting for the Phase 3 improvements outlined in this plan is complete. The permitting for the Phase 4 improvements outlined in this plan (including both Sub-phase 4a and Sub-phase 4b) is in the design stages and is expected to be completed in June 2018. **Table 1** is a list of all of the development permits applied for and received to date and expected dates for those permits not yet approved. Jurisdictional wetland delineation for the entire District has been completed and accepted by the St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (ACOE). SJRWMD permits and construction plan from Nassau County are approved for Phases 1, 2 and 3. All applicable zoning, vesting and concurrency approvals are in place. Phase 1 and Phase 2 have been constructed and have been approved by Nassau County. The Jacksonville Electric Authority (JEA) has issued a water and sewer availability letter indicating the availability of water and sewer to serve the entire community.

**Table 1**

*Summary of Development Permits*

<b>Regulatory Agency</b>	<b>Type of Permit</b>	<b>Permit No.</b>	<b>Status</b>
Nassau County	PUD – Planned Unit Development	Ordinance No. 2004-09	Approved Expires 02/09/2024
St. Johns River WMD	Environmental Resource Permit – Conceptual	4-089-90044-7	Approved Expires 05/05/2031
St. Johns River WMD	Environmental Resource Permit – Phase 1	4-089-90044-2	Approved  Completed
St. Johns River WMD	Environmental Resource Permit – Phase 2	4-089-90044-8	Approved  Completed
St. Johns River WMD	Environmental Resource Permit – Phase 3	4-089-90044-6	Approved Expires 05/04/2021
St. Johns River WMD	Environmental Resource Permit – Phase 4	Not yet submitted	
Nassau County	Phase 1 Development Plans	PUD SP05-018	Approved  Completed
Nassau County	Phase 2 Development Plans	PUD SP06-017	Approved  Completed



Nassau County	Phase 3 Development Plans	PUD SP06-039	Approved Expires 01/06/2020
Nassau County	Phase 4 Development Plans	Not yet submitted	
U.S. Army Corps of Engineers	Wetland Impact – All Phases	SAJ-2005-5440	Approved  Completed
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase 1	0083071-057-DSGP	Approved  Completed
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase 1	0083013-062-DWC	Approved  Completed
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase 2	0083071-168-DSGP	Approved  Completed
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase 2	0003013-188-DWC	Approved  Completed
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase 3	0083071-169-DSGP	Approved Expires 02/17/2020
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase 3	0003013-189-DWC	Approved Expires 02/24/2020
Dept. of Environmental Protection	Potable Water System Construction Permit – Phase 4	Applied for	Expected 6-30-2018
Dept. of Environmental Protection	Waste Water System Construction Permit – Phase 4	Applied for	Expected 6-30-2018

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 and that all permits not already issued and which are necessary to effect the described improvements will be obtained during the ordinary course of development.

### **STORMWATER MANAGEMENT SYSTEM**

The design criteria for the District's stormwater management system are regulated by the St. Johns River Water Management District (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 and the United States Army Corps of Engineers (ACOE).

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

### **WETLANDS MITIGATION**

The proposed wetland mitigation consists of upland preservation in accordance with the permit requirements from the St. Johns River Water Management District and U.S. Army Corps of Engineers. The ACOE permit for the entire project expired February 2011. Impacts and mitigation for the impacts have been completed for Phase 1. Phases 2 and 3 had two very small “non-jurisdictional wetlands” that were permitted to be filled by the ACOE permit, and have been filled. All areas within wetlands that are required to be impacted for any phase of construction, have already been filled. No additional ACOE permitting is required.

### **WASTEWATER COLLECTION SYSTEM**

The District lies within the unincorporated area of Nassau County and the JEA provides the wastewater service. The District is in the Nassau County Regional W.W.T.P. service area. In 2005, a wastewater application for component parts of the first phase of the master utility system was submitted and approved by the JEA. The District's onsite sanitary sewer system will ultimately consist of 8" and 10" gravity sewer lines with appurtenant manholes and three (3) pumping stations. The District has installed approximately five thousand six hundred fifty feet (5,650) of 10" force main to connect with the existing JEA force main lying in the Amelia Concourse right-of-way. Phases 3, 4 and 5 will include extending the system onsite to serve the remaining phases. The wastewater service for Phase 1 and Phase 2 includes one (1) pump station

along with appurtenant collection lines, manholes and force mains located within the right-of-ways. Phase 3 of the wastewater collection system is not dependent on any infrastructure improvements to be included as part of any future phases of development. Sub-phase 4a of the wastewater collection system will include one (1) pump station along with the appurtenant collection lines, manholes and force mains located within the right-of-ways.

### **POTABLE WATER DISTRIBUTION SYSTEM**

The District lies within the unincorporated area of Nassau County and the JEA provides the potable water service. The District is served by a connection with the existing JEA water main in the Amelia Concourse right-of-way with water supplied by the Nassau Water Treatment Facility. The water distribution systems consists of 12", 10", 8", 6", and 4" water mains with appurtenant valves and fire hydrants. Phase 3 and Sub-phase 4a of the potable water distribution system are not dependent on any infrastructure improvements to be included as part of any future phases of development.

### **ROADWAYS**

Primary vehicular access to the District is provided from the Amelia Concourse with Majestic Walk Boulevard providing a two (2) lane, unloaded access road with a median at the entrance. Secondary vehicular access to the District is provided with the construction of a connector road from the North Hampton PUD to Majestic Walk Boulevard providing a two (2) lane, unloaded access road. Amelia Concourse is a four-lane divided County road. The Amelia Concourse runs south from A1A along a portion of the eastern boundary of the District. The PUD allows for one access point along the Amelia Concourse. The internal road design for the District complies with the Nassau County transportation road circulation design criteria and the PUD. As part of Phase 1, Majestic Walk Boulevard was constructed which, along with the other local streets, provides access from each lot to the Amelia Concourse. Majestic Walk Boulevard 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.

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

## **RECREATION AREA**

The recreation area is an 8.68 acre site located within the District. The recreation area consists of a clubhouse, swimming pool, parking lot, playground, open playfield, and tennis courts. The recreation area will be expanded as part of the construction of the Phase 3 infrastructure.

## **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 Majestic Walk Boulevard and Amelia Concourse. In addition, minor entrance features have been erected at each access point to the neighborhoods in the District along Majestic Walk Boulevard. Majestic Walk Boulevard has been heavily landscaped on both sides of the roadway.

## **PROJECT COSTS**

The Summary of Estimated Project Costs detailed in **Table 2** outlines the anticipated costs associated with the construction of the District's infrastructure for Phase 3 and Sub-phase 4a. The costs include professional services, roadways and sidewalks, storm sewer system, potable water system, sanitary sewer system, underground utilities, and landscaping.

**Table 2**

*Summary of Estimated Project Costs for Phase 3 & Sub-phase 4a*

<b>Category</b>	<b>Phase 3</b>	<b>Sub-phase 4a</b>
<b>Clearing, Grading &amp; Earthwork</b>	\$1,243,221	\$1,719,733
<b>Roadway</b>	\$ 720,927	\$ 820,600
<b>Stormwater</b>	\$ 228,700	\$ 272,000
<b>Water</b>	\$ 251,500	\$ 302,500
<b>Sewer</b>	\$ 345,800	\$ 688,000
<b>Landscaping, Entry Monuments&amp; Signs</b>	\$ 50,000	\$ 70,000
<b>Engineering/ Permitting</b>	\$ 53,500	\$ 62,500
<b>Electrical</b>	\$ 90,000	\$ 70,000
<b>Amenity Center Expansion</b>	\$ 400,000	\$ -
<b>Contingency (10%)</b>	\$ 338,365	\$ 400,533
<b>Total</b>	<b>\$3,722,013</b>	<b>\$4,405,867</b>

## **SUMMARY AND CONCLUSION**

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

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

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

The estimate of the master 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.

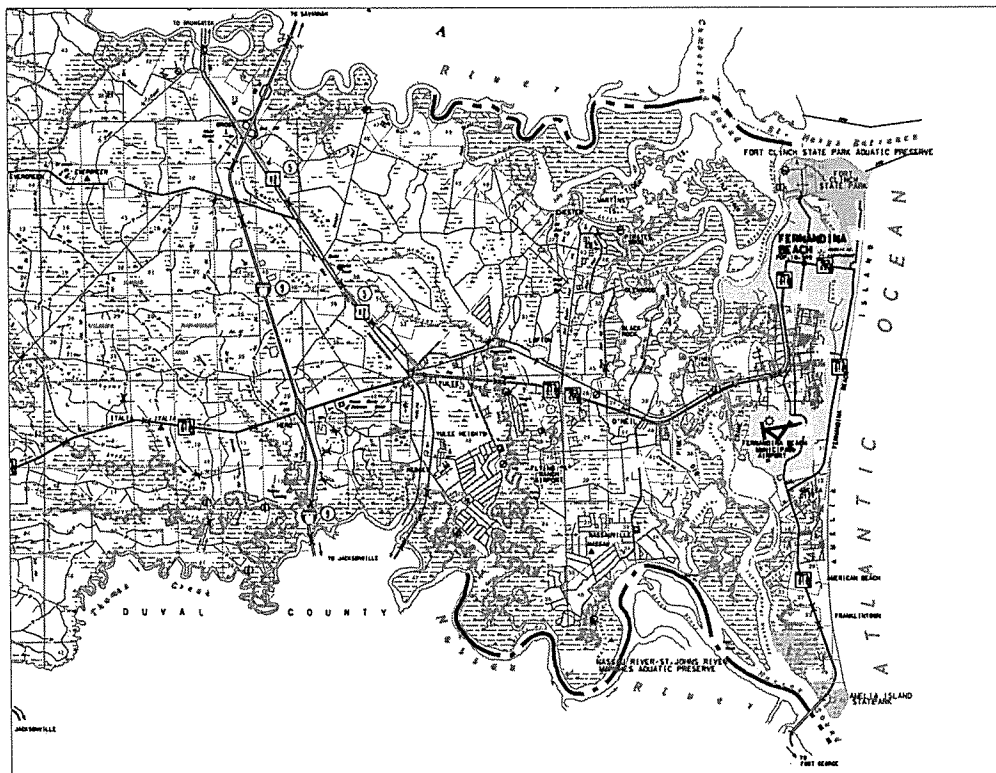
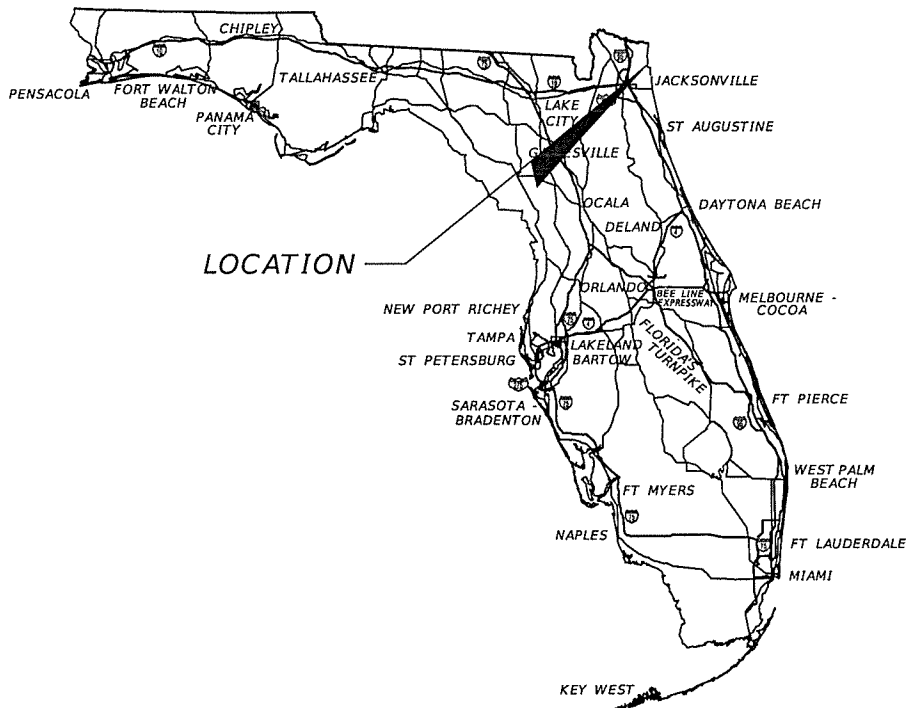
Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

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.	District Legal Boundary and Description
Exhibit 3.	Subdivision Map



LOCATION



VICINITY MAP

AMELIA WALK, CDD

EXHIBIT I

## Exhibit 2

### METES & BOUNDS DESCRIPTION

#### AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

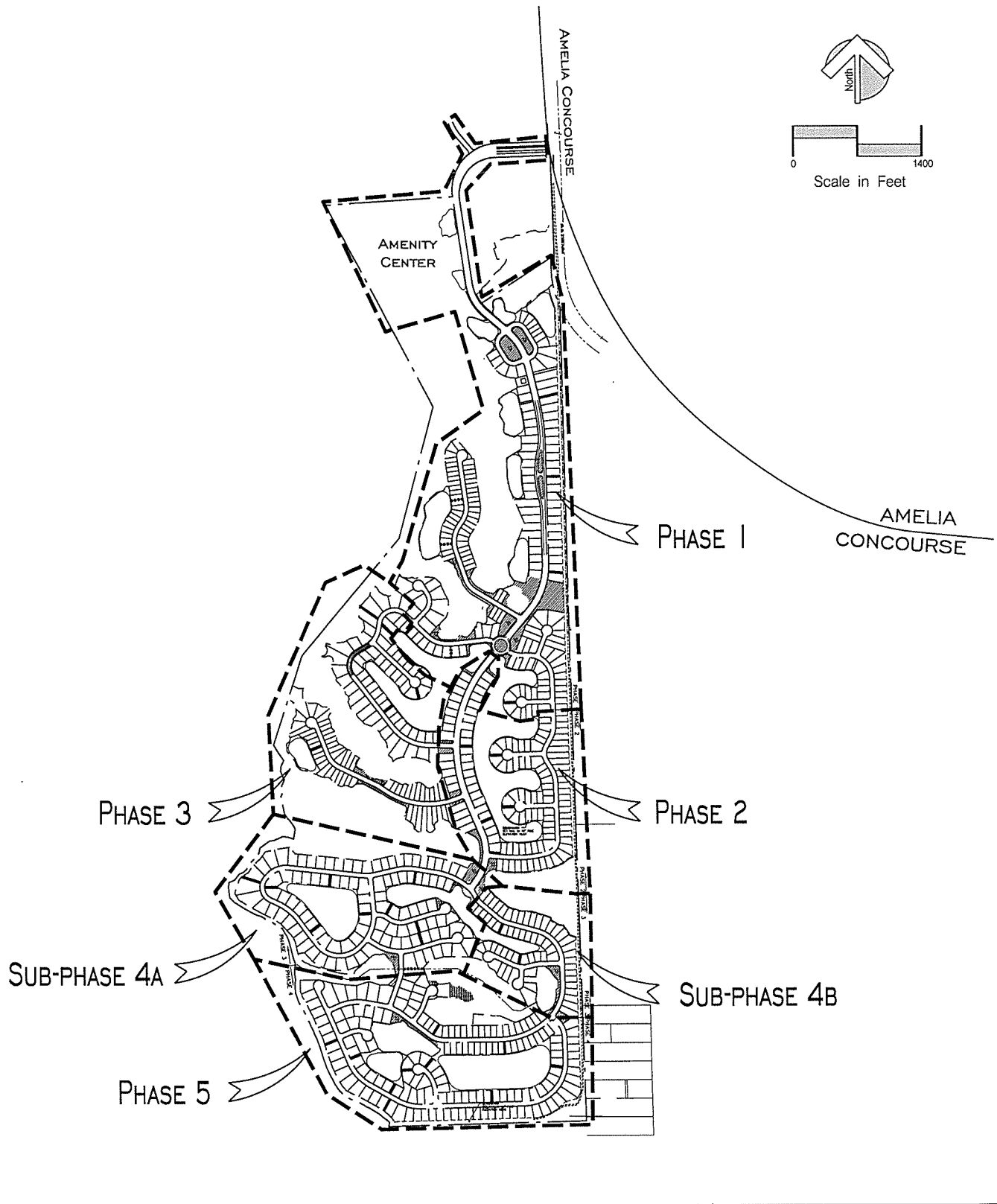
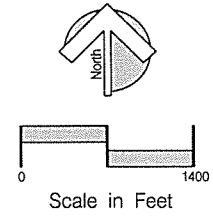
SEPTEMBER 12, 2005

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTIONS 13, 24 AND 40, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24 AND RUN SOUTH 88°-27'-11" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 24, A DISTANCE OF 2138 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY EDGE OF MARSH OF LOFTON CREEK; RUN THENCE IN GENERALLY A NORTHWESTERLY DIRECTION ALONG THE MEANDERING OF SAID NORTHEASTERLY EDGE OF MARSH OF LOFTON CREEK, THE SAME BEING THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF RAYLAND, LLC (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 579, PAGE 407), A DISTANCE OF 5,475 FEET, MORE OR LESS, TO A POINT THAT BEARS NORTH 18°-00'-00" EAST, A DISTANCE OF 40 FEET, MORE OR LESS, FROM A 1/2 INCH PIPE FOUND; RUN THENCE NORTH 18°-00'-00" EAST TO AND ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF NORTH HAMPTON, LLC (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 901, PAGE 1965), A DISTANCE OF ±1004 FEET, MORE OR LESS, TO A POINT; RUN THENCE NORTH 40°-00'-00" EAST ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1650.02 FEET TO A POINT; RUN THENCE NORTH 15°-00'-12" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1460.22 FEET TO A POINT; RUN THENCE NORTH 28°-01'-01" WEST ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 2470.97 FEET TO A POINT; RUN THENCE NORTH 83°-57'-58" EAST, TO AND ALONG THE NORTHERLY LINE OF AFOREMENTIONED SECTION 13, THE SAME BEING THE SOUTHERLY LINE OF AFOREMENTIONED SECTION 40, A DISTANCE OF 1388.49 FEET TO A POINT; A DISTANCE OF 1,388.49 FEET TO A POINT LYING ON A NONTANGENT CURVE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET, A CHORD DISTANCE OF 696.15 FEET TO A POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 43°-53'-16" EAST; RUN THENCE NORTH 88°-00'-26" EAST, A DISTANCE OF 511.98 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (A 150.00 FOOT RIGHT-OF-WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 1200, PAGE 1939, PUBLIC RECORDS OF SAID COUNTY), THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 43°-00'-13" EAST; RUN THENCE SOUTH 02°-00'-00" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO A POINT; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.35 FEET, TO A POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 46°-59'-47" WEST; RUN THENCE SOUTH 88°-00'-26" WEST, A DISTANCE OF 536.63 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY



DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 400.00 FEET, A CHORD DISTANCE OF 596.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 39°-50'-09" WEST; RUN THENCE SOUTH 08°-20'-09" EAST, A DISTANCE OF 904.85 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 465.00 FEET, A CHORD DISTANCE OF 210.17 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 21°-23'-48" EAST; RUN THENCE NORTH 55°-32'-33" EAST, A DISTANCE OF 935.76 FEET TO A POINT LYING ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE; RUN THENCE SOUTH 02°-00'-00" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 187.17 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 415.86 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED SECTION 13, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 12°-50'-48" EAST; RUN THENCE SOUTH 01°-14'-16" EAST ALONG LAST MENTIONED SECTION LINE, A DISTANCE OF 3420.44 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 24; RUN THENCE SOUTH 01°-33'-59" EAST ALONG THE EASTERLY LINE OF SAID SECTION 24, A DISTANCE OF 5320.31 FEET TO SOUTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 563 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.



SUBDIVISION MAP

AMELIA WALK, CDD

EXHIBIT 3

N:\Projects\Hampton Lakes\CDD location.dgn

*F.*

# **Amelia Walk Community Development District**

**Supplemental Special Assessment Methodology Report  
for the Special Assessment Bonds Series 2018  
(Assessment Area 3A)**

**February 20, 2018**

**Prepared by**

**Governmental Management Services, LLC**

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## **1.0 Introduction**

### **1.1 Executive Summary**

#### **1.1.1 The District**

Amelia Walk Community Development District, a local unit of special-purpose government, was established by ordinance number 2005-81, enacted by the Board of County Commissioners of Nassau County, Florida on December 22, 2005 (the "District"). The District encompasses approximately 563 acres of land located within the unincorporated area of Nassau County, Florida, and was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of major infrastructure necessary for development to occur within Amelia Walk.

Amelia Walk is a planned community located in the eastern part of Nassau County located halfway between I-95 and the intercoastal, waterway accessible off State Road 200/ Highway A1A. The development is planned to include 749 single-family homes and a community recreation center.

#### **1.1.2 Supplemental Assessment Methodology Report**

The Special Assessment Methodology Report for the Special Assessment Bonds Series 2018 (Assessment Area 3A) dated February 20, 2018 provided for the full funding of the construction program as contained in the Engineers report dated 1/12/18 and the tendering, cancelling or redeeming of a portion of the Series 2012A-3 Bonds. This Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2018 (Assessment Area 3A) ("Supplemental 2018 Assessment Report") reflects a partial funding of the construction program along with the tendering, cancelling or redeeming of a portion of the Series 2012A-3 Bonds.

### **1.1.3 Series 2006A Bonds**

The District's Board of Supervisors (the "Board") adopted its Capital Improvement Plan ("CIP"), dated May 16, 2006 as supplemented on April 5, 2011 describing infrastructure improvements the District intends to finance, construct, install and / or acquire. The Board approved the issuance of the Series 2006A and 2006B Special Assessment Bonds and the related Supplemental Assessment Methodology Report, Final Numbers, dated June 26, 2006 ("2006 Assessment Report"). This report was amended on April 7, 2011 as a completion report.

### **1.1.4 The Restructuring of Series 2006A Bonds**

On February 21, 2012, the Board adopted Resolution 2012-02 approving the restructuring of the outstanding Series 2006A Bonds. There were no changes to the 2006B Bonds. The restructured special assessment bonds are made up of three series of bonds consisting of Series 2012A-1, 2012A-2 and 2012A-3 collectively, (the "Series 2012 Bonds"). Each Series of Bonds has a corresponding assessment area, referred to as the Series 2012A-1 assessment area, the Series 2012A-2 assessment area and the Series 2012A-3 assessment area. The Series 2012A-1 assessment area known as Phase 1 is comprised of 153 platted lots, the Series 2012A-2 assessment area known as phase 2 consists of developed lands of 134 lots. The Series 2012A-2 Bonds were cancelled and a new Series 2016A-2 Bonds were issued for 134 lots. The Series 2012A-3 assessment area consists of the remaining raw land planned for 462 lots, the associated Series 2012A-3 Bonds will be either: (i) tendered and canceled, or (ii) redeemed, upon the issuance of the Series 2018 Bonds.

### **1.1.5 Assessment Area 3**

Assessment Area 3 contains 298 acres and is planned for 462 residential lots. To facilitate the Developers finance and development plan, the District is bifurcating Assessment Area 3 into Assessment Area 3A and Assessment area 3B. Assessment area 3A contains 169 acres and is planned for 204 residential units. Assessment area 3B contains 129 acres and is planned for 258 units.

### **1.1.6 The Series 2018 Bonds**

The District is issuing Special Assessment Bonds Series 2018A and Series 2018B the ("Series 2018 Bonds") to fund a portion of infrastructure improvements associated with Assessment Area 3A which includes development phases 3 and 4A. The construction proceeds from the Series 2018 Bonds will be utilized for roadways, stormwater, utilities including – water/wastewater/electrical, amenity expansion, landscaping, engineering/permitting and to redeem a portion of the Series 2012A-3 Bonds. The details of the construction program are outlined in the Engineer's Report (amended for Phases 3 & 4A), dated 1/12/18 ("2018 Engineer's Report").

## **1.2 Special Benefits and General Benefits**

Improvements undertaken by the District create special and unique benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. The allocation of benefits will continue to be proportional to the special benefit associated with the residential lot.

## **1.3 Requirements of a Valid Assessment Methodology**

Special assessments under Florida law, to be valid, must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

As previously noted the allocation of the special assessments will be proportional to the benefit associated with each parcel or residential lot.



## **2.0 The Series 2018 Bonds**

### **2.1 Development Plan - Overview**

The primary landowner ("Landowner") of the property within the District has defined the land uses for the property. The land uses are described in the Development Plan in **Table 1** (Appendix). The Development Plan may change depending upon market conditions.

### **2.2 Series 2018 Bond Description**

The Series 2018 Bonds will be issued in two series: a 2018A Series with a thirty-year term and a 2018B Series as to which principal is anticipated to be paid as to each lot upon sale of the lot to a homebuilder. The 2018B Bond has a five-year term.

The 2018A Bonds are anticipated to be issued at a par amount of amount of \$7,105,000 and have a term of 30-years, with an average coupon interest rate of 5.35 %. The 2018B bonds are anticipated to be issued at a par amount of \$1,265,000. See estimated bond terms on **Table 2** along a summary of the sources and uses of the Series 2018 Bond proceeds.

## **3.1 Assessment Allocation**

### **3.1 Structure**

The debt required to finance the CIP infrastructure for the 204 lots is allocated to the specific benefited lands within the District. **Table 3** and **Table 4** provide for the par debt and debt service allocations based upon a per lot basis for the Series 2018A and 2018B bonds respectively. The annual debt service amounts are net of collection costs for Nassau County of 3% and maximum early payment discounts of 4% provided by Florida Statutes.

### **3.2 Assessment Allocation**

Based upon the District's CIP, the District's assessment advisor and underwriter determined the amount of bonds required to fund a portion of the infrastructure costs.

The District's CIP consists of roadway improvements, potable water, wastewater, landscaping, monumentation, signage, amenities and stormwater improvements that benefit the assessed lands within the District. Assessment Area 3A lands will pay assessments on an equal acreage basis until the single-family lots are platted. The assessments are eventually determined on a per lot Equivalent Residential Unit ("ERU") basis.

As lands are platted for the Assessment Area 3A, each lot will be assessed a proportional share of the total Series 2018 Bond debt in accordance with **Table 3** according to lot size and the remaining debt and debt service assessment will be allocated in the manner described in the above paragraph on an acreage basis. The relative assessment allocations are not on a strict lot front footage basis but on an average basis for the designated lot type.

## **4.1 True-Up Mechanism**

### **4.1 Structure**

It is anticipated that the entire Series 2018 Assessment Area will be platted in two separate plats containing all 204 lots. In order to ensure that the District's debt will not unfairly burden the undeveloped acres, and ensure non-ad valorem special assessments will be constitutionally lienable on the property, the District shall follow the procedures set forth below.

To ensure that there will always be sufficient development potential remaining in the unsubdivided property and to assure payment of debt service after a plat or site plan approval, the debt per acre remaining on the unsubdivided land will never be allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the Series

2018 Bond improvement program divided by the total number of ERUs in the Series 2018 Assessment Area. Initially, it will be \$8,370,000 divided by 234.92 ERUs or 1.39 ERUs per acre equaling \$35,629 per ERU. Every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$49,525 per acre. If the initial debt per acre amount would be exceeded after a plat or site plan is approved, then in order for the Landowner to receive a plat or site plan approval from Nassau County, the Landowner will be required to make a true-up payment so that the \$49,525 per acre debt level for Series 2018 Bonds is not exceeded.

#### **4.2 Additional Stipulations**

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2018 Bonds, please refer to the Indentures.

<p align="center"><b>Table 1</b>  <b>Amelia Walk Community Development District</b>  <b>Development Program Series 2018 A &amp; B Capital Improvement Bonds</b></p>
---

<u>Land Use</u>	<u>2018A Units</u>	<u>2018B Units</u>	<u>ERU Per Unit</u>	<u>Total ERUs</u>
<b>Single Family Residential:</b>				
<b>Phases 3 and 4A</b>				
80' lot	59	59	1	59
90' lot	27	27	1.14	30.78
100' lot	118	118	1.23	145.14
<b>Sub Total</b>				
	<u>204</u>	<u>204</u>		<u>234.92</u>

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 2</b>  <b>Amelia Walk Community Development District</b>  <b>ies 2018 A &amp; B Capital Improvement Bonds- Sources and Uses of Fu</b></p>
--

<b>Sources:</b>	<b>2018A</b>	<b>2018B</b>	<b>Total</b>
Bond Proceeds - Par Amount	\$7,105,000	\$1,265,000	\$8,370,000
<b>Total Sources of Funds</b>	<b>\$7,105,000</b>	<b>\$1,265,000</b>	<b>\$8,370,000</b>

<b>Uses:</b>			
Construction Funds	\$5,923,748	\$574,981	\$6,498,729
Debt Service Reserve Fund MADS	\$480,635	\$85,622	\$566,257
Interest Reserve	\$379,993	\$67,694	\$447,687
Cost of Issuance	\$318,297	\$56,703	\$375,000
Payoff Series 2012A-3 Bonds	\$0	\$480,000	\$480,000
Rounding	\$2,327	\$0	\$2,327
<b>Total Uses of Funds</b>	<b>\$7,105,000</b>	<b>\$1,265,000</b>	<b>\$8,370,000</b>

<b>Average Coupon Interest Rate</b>	5.35%	5.35%
<b>Term</b>	30 years	5 years
<b>CAPI period</b>	12 months	12 months

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 3</b>  <b>Amelia Walk Community Development District</b>  <b>Par Debt and Debt Service Allocations Series 2018A</b>  <b>Capital Improvement Bonds</b></p>
--

Land Use		Par	Total	2018A Bond	2018A Bond	2018A Bond
Single Family		Debt per Unit	Par Debt	Net per Unit	Total	Gross per Unit
Residential:	No. of Units	2018A Bond	2018A Bond	Annual	Annual Net	Annual
				Debt Service	Debt Service	Debt Service (1)
80' lot	59	\$30,112	\$1,776,615	\$2,037	\$120,159	\$2,190
90' lot	27	\$34,414	\$929,166	\$2,328	\$62,867	\$2,504
100' lot	118	\$37,282	\$4,399,219	\$2,522	\$297,561	\$2,712
<b>Total</b>	<u>204</u>		<u>\$7,105,000</u>		<u>\$480,587</u>	

(1) Include 4% provision for early payment discount and 3% collection costs for Nassau County.

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 4</b>  <b>Amelia Walk Community Development District</b>  <b>Par Debt and Debt Service Assessments Series 2018B</b>  <b>Capital Improvement Bonds</b></p>
--

Land Use		Current Par	Total	Par	Total	2018B Bond	2018B Bond
Single Family		Debt per Unit	Par Debt	Debt per Unit	Par Debt	Annual	Total
Residential:	No. of Units	2012A-3 Bond	2012A-3 Bond	2018B Bond	2018B Bond	per Unit	Assessment
80' lot	59	\$10,000	\$590,000	5,500	\$324,463	\$372	21,961
90' lot	27	\$10,000	\$270,000	5,999	\$161,973	\$406	10,963
100' lot	118	\$10,000	\$1,180,000	\$6,598	\$778,564	\$447	52,697
	<u>204</u>		<u>\$2,040,000</u>		<u>\$1,265,000</u>		<u>\$85,622</u>

1. Annual Assessments based upon MADS.

**Prepared By: Governmental Management Services, LLC**

**TABLE 5**  
**AMELIA WALK CDD**  
**ASSESSMENT ROLL BOND SERIES 2018**

**SERIES 2012-3 LIEN BOOK**

PROPERTY ID #	OWNER	ACREAGE	CURRENT ASMT UNITS	CURRENT SERIES 2012-3 BOND BALANCE	CURRENT SERIES 2012-3 MAX ANNUAL NET
13-2N-27-0000-0001-0000	AW VENTURE II LLC	293.0	463	4,628,941.69	389,492.40
13-2N-27-0720-000L-0000	AW VENTURE I LLC	4.2	7	71,058.32	5,979.05
<b>TOTAL SERIES 2012-3</b>		<b>297.2</b>	<b>470</b>	<b>4,700,000.00</b>	<b>395,471.45</b>

**SERIES 2018 DEVELOPMENT PLAN**

PROPERTY ID #	OWNER	ACREAGE	UPDATED ASMT UNITS	SERIES 2018A BOND PAR	SERIES 2018A MAX ANNUAL NET	SERIES 2018B BOND PAR	SERIES 2018B MAX ANNUAL NET
13-2N-27-0000-0001-0000	AW VENTURE II LLC	164.8	197	6,928,426.04	464,142.62	1,233,562.13	83,494.12
13-2N-27-0720-000L-0000	AW VENTURE I LLC	4.2	7	176,573.96	16,492.38	31,437.87	2,127.88
<b>TOTAL SERIES 2018</b>		<b>169.0</b>	<b>204</b>	<b>7,105,000.00</b>	<b>480,635.00</b>	<b>1,265,000.00</b>	<b>85,622.00</b>





# **Amelia Walk Community Development District**

**Special Assessment Methodology Report for the  
Special Assessment Bonds Series 2018  
(Assessment Area 3A)**

**February 20, 2018**

**Prepared by**

**Governmental Management Services, LLC**

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## **1.0 Introduction**

### **1.1 Executive Summary**

#### **1.1.1 The District**

Amelia Walk Community Development District, a local unit of special-purpose government, was established by ordinance number 2005-81, enacted by the Board of County Commissioners of Nassau County, Florida on December 22, 2005 (the "District"). The District encompasses approximately 563 acres of land located within the unincorporated area of Nassau County, Florida, and was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of major infrastructure necessary for development to occur within Amelia Walk.

Amelia Walk is a planned community located in the eastern part of Nassau County located halfway between I-95 and the intercoastal, waterway accessible off State Road 200/ Highway A1A. The development is planned to include 749 single-family homes and a community recreation center.

#### **1.1.2 Series 2006A Bonds**

The District's Board of Supervisors (the "Board") adopted its Capital Improvement Plan ("CIP"), dated May 16, 2006 as supplemented on April 5, 2011 describing infrastructure improvements the District intends to finance, construct, install and / or acquire. The Board approved the issuance of the Series 2006A and 2006B Special Assessment Bonds and the related Supplemental Assessment Methodology Report, Final Numbers, dated June 26, 2006 ("2006 Assessment Report"). This report was amended on April 7, 2011 as a completion report.

### **1.1.3 The Restructuring of Series 2006A Bonds**

On February 21, 2012, the Board adopted Resolution 2012-02 approving the restructuring of the outstanding Series 2006A Bonds. There were no changes to the 2006B Bonds. The restructured special assessment bonds are made up of three series of bonds consisting of Series 2012A-1, 2012A-2 and 2012A-3 collectively, (the "Series 2012 Bonds"). Each Series of Bonds has a corresponding assessment area, referred to as the Series 2012A-1 assessment area, the Series 2012A-2 assessment area and the Series 2012A-3 assessment area. The Series 2012A-1 assessment area known as Phase 1 is comprised of 153 platted lots, the Series 2012A-2 assessment area known as phase 2 consists of developed lands of 134 lots. The Series 2012A-2 Bonds were cancelled and a new Series 2016A-2 Bonds were issued for 134 lots. The Series 2012A-3 assessment area consists of the remaining raw land planned for 462 lots, the associated Series 2012A-3 Bonds will be either: (i) tendered and canceled, or (ii) redeemed, upon the issuance of the Series 2018 Bonds.

### **1.1.4 Assessment Area 3**

Assessment Area 3 contains 298 acres and is planned for 462 residential lots. To facilitate the Developers finance and development plan, the District is bifurcating Assessment Area 3 into Assessment Area 3A and Assessment area 3B. Assessment area 3A contains 169 acres and is planned for 204 residential units. Assessment area 3B contains 129 acres and is planned for 258 units.

### **1.1.5 The Series 2018 Bonds**

The District is issuing Special Assessment Bonds Series 2018A and Series 2018B the ("Series 2018 Bonds") to fund a portion of infrastructure improvements associated with Assessment Area 3A which includes development phases 3 and 4A. The construction proceeds from the Series 2018 Bonds will be utilized for roadways, stormwater, utilities including – water/wastewater/electrical, amenity expansion, landscaping, engineering/permitting and to redeem a portion of the Series 2012A-3 Bonds. The details of the construction

program are outlined in the Engineer's Report (amended for Phases 3 & 4A), dated 1/12/18 ("2018 Engineer's Report").

## **1.2 Special Benefits and General Benefits**

Improvements undertaken by the District create special and unique benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. The allocation of benefits will continue to be proportional to the special benefit associated with the residential lot.

## **1.3 Requirements of a Valid Assessment Methodology**

Special assessments under Florida law, to be valid, must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

As previously noted the allocation of the special assessments will be proportional to the benefit associated with each parcel or residential lot.

## **2.0 The Series 2018 Bonds**

### **2.1 Development Plan - Overview**

The primary landowner ("Landowner") of the property within the District has defined the land uses for the property. The land uses are described in the Development Plan in **Table 1** (Appendix). The Development Plan may change depending upon market conditions.

## **2.2 Series 2018 Bond Description**

The Series 2018 Bonds will be issued in two series: a 2018A Series with a thirty-year term and a 2018B Series as to which principal is anticipated to be paid as to each lot upon sale of the lot to a homebuilder. The 2018B Bond has a five-year term.

The 2018A Bonds are anticipated to be issued at a par amount of amount of \$7,105,000 and have a term of 30-years, with an average coupon interest rate of 5.35 %. The 2018B bonds are anticipated to be issued at a par amount of \$3,165,000. See estimated bond terms on **Table 2** along a summary of the sources and uses of the Series 2018 Bond proceeds.

## **3.1 Assessment Allocation**

### **3.1 Structure**

The debt required to finance the CIP infrastructure for the 204 lots is allocated to the specific benefited lands within the District. **Table 3** and **Table 4** provide for the par debt and debt service allocations based upon a per lot basis for the Series 2018A and 2018B bonds respectively. The annual debt service amounts are net of collection costs for Nassau County of 3% and maximum early payment discounts of 4% provided by Florida Statutes.

### **3.2 Assessment Allocation**

Based upon the District's CIP, the District's assessment advisor and underwriter determined the amount of bonds required to fund the infrastructure costs.

The District's CIP consists of roadway improvements, potable water, wastewater, landscaping, monumentation, signage, amenities and stormwater improvements that benefit the assessed lands within the District. Assessment Area 3A lands will pay assessments on an equal acreage basis until the single-family lots are platted. The assessments are eventually determined on a per lot Equivalent Residential Unit ("ERU") basis.

As lands are platted for the Assessment Area 3A, each lot will be assessed a proportionable share of the total Series 2018 Bond debt in accordance with **Table 3** below according to lot size and the remaining debt and debt service assessment will be allocated in the manner described in the above paragraph on an acreage basis. The relative assessment allocations are not on a strict lot front footage basis but on an average basis for the designated lot type.

## **4.1 True-Up Mechanism**

### **4.1 Structure**

The Series 2018 Assessment Area will be platted in two separate plats containing all 204 lots. In order to ensure that the District's debt will not unfairly burden the undeveloped acres, and ensure non-ad valorem special assessments will be constitutionally lienable on the property, the District shall follow the procedures set forth below.

To ensure that there will always be sufficient development potential remaining in the unsubdivided property and to assure payment of debt service after a plat or site plan approval, the debt per acre remaining on the unsubdivided land will never be allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the Series 2018 Bond improvement program divided by the total number of ERUs in the Series 2018 Assessment Area. Initially, it will be \$10,270,000 divided by 234.92 ERUs or 1.39 ERUs per acre equaling \$43,717 per ERU. Every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$60,767 per acre. If the initial debt per acre amount would be exceeded after a plat or site plan is approved, then in order for the Landowner to receive a plat or site plan approval from Nassau County, the Landowner will be required to make a true-up payment so that the \$60,767 per acre debt level for Series 2018 Bonds is not exceeded.



## **4.2 Additional Stipulations**

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2018 Bonds, please refer to the Indentures.

<p align="center"><b>Table 1</b>  <b>Amelia Walk Community Development District</b>  <b>Development Program Series 2018A &amp; B Capital Improvement Bonds</b></p>
--

<u>Land Use</u>	<u>2018A Units</u>	<u>2018B Units</u>	<u>ERU per Unit</u>	<u>Total ERUs</u>
<b>Single Family Residential:</b>				
<b>Phase 3 and 4A</b>				
80' lot	59	59	1	59
90' lot	27	27	1.14	30.78
100' lot	118	118	1.23	145.14
<b>Sub Total</b>	<u>204</u>	<u>204</u>		<u>234.92</u>

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 2</b>  <b>Amelia Walk Community Development District</b>  <b>Series 2018 A &amp; B Capital Improvement Bonds- Sources and Uses of Funds</b></p>
--

<b>Sources:</b>	<b>2018A</b>	<b>2018B</b>	<b>Total</b>
Bond Proceeds - Par Amount	\$7,105,000	\$3,165,000	\$10,270,000
<b>Total Sources of Funds</b>	<b>\$7,105,000</b>	<b>\$3,165,000</b>	<b>\$10,270,000</b>
<b>Uses:</b>			
Construction Funds	\$5,923,748	\$2,254,132	\$8,177,880
Debt Service Reserve Fund MADS	\$480,635	\$161,826	\$642,461
Interest Reserve	\$379,993	\$141,386	\$521,379
Cost of Issuance	\$318,297	\$125,249	\$443,546
Payoff Series 2012A-3 Bonds	\$0	\$480,000	\$480,000
Rounding	\$2,327	\$2,407	\$4,734
<b>Total Uses of Funds</b>	<b>\$7,105,000</b>	<b>\$3,165,000</b>	<b>\$10,270,000</b>
<b>Average Coupon Interest Rate</b>	5.35%	5.35%	
<b>Term</b>	30 years	5 years	
<b>CAP I period</b>	12 months	12 months	

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 3</b>  <b>Amelia Walk Community Development District</b>  <b>Par Debt and Debt Service Allocations Series 2018A</b>  <b>Capital Improvement Bonds</b></p>
--

Land Use		Par	Total	2018A Bond	2018A Bond	2018A Bond
Single Family		Debt per Unit	Par Debt	Net per Unit	Total	Gross per Unit
Residential:	No. of Units	2018A Bond	2018A Bond	Annual	Annual Net	Annual
				Debt Service	Debt Service	Debt Service (1)
80' lot	59	\$30,112	\$1,776,615	\$2,037	\$120,171	\$2,190
90' lot	27	\$34,414	\$929,166	\$2,328	\$62,873	\$2,504
100' lot	118	\$37,282	\$4,399,219	\$2,522	\$297,591	\$2,712
<b>Total</b>	<u>204</u>		<u>\$7,105,000</u>		<u>\$480,635</u>	

(1) Include 4% provision for early payment discount and 3% collection costs for Nassau County.

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 4</b>  <b>Amelia Walk Community Development District</b>  <b>Par Debt and Debt Service Assessments Series 2018B</b>  <b>Capital Improvement Bonds</b></p>
--

Land Use		Current Par	Total	Par	Total	2018B Bond	2018B Bond
Single Family		Debt per Unit	Par Debt	Debt per Unit	Par Debt	Annual	Total
Residential:	No. of Units	2012A-3 Bond	2012A-3 Bond	2018B Bond	2018B Bond	per Unit	Assessment
80' lot	59	\$10,000	\$590,000	\$13,411	\$791,250	\$686	\$40,457
90' lot	27	\$10,000	\$270,000	\$15,344	\$414,299	\$785	\$21,183
100' lot	118	\$10,000	\$1,180,000	\$16,606	\$1,959,452	\$849	\$100,186
	<u>204</u>		<u>\$2,040,000</u>		<u>\$3,165,000</u>		<u>\$161,826</u>

1. Annual Assessments based upon MADS.

**Prepared By: Governmental Management Services, LLC**

**TABLE 5**  
**AMELIA WALK CDD**  
**ASSESSMENT ROLL BOND SERIES 2018**

**SERIES 2012-3 LIEN BOOK**

PROPERTY ID #	OWNER	ACREAGE	CURRENT ASMT UNITS	CURRENT SERIES 2012-3 BOND BALANCE	CURRENT SERIES 2012-3 MAX ANNUAL NET
13-2N-27-0000-0001-0000	AW VENTURE II LLC	293.0	463	4,628,941.69	389,492.40
13-2N-27-0720-000L-0000	AW VENTURE I LLC	4.2	7	71,058.32	5,979.05
<b>TOTAL SERIES 2012-3</b>		<b>297.2</b>	<b>470</b>	<b>4,700,000.00</b>	<b>395,471.45</b>

**SERIES 2018 DEVELOPMENT PLAN**

PROPERTY ID #	OWNER	ACREAGE	UPDATED ASMT UNITS	SERIES 2018A BOND PAR	SERIES 2018A MAX ANNUAL NET	SERIES 2018B BOND PAR	SERIES 2018B MAX ANNUAL NET
13-2N-27-0000-0001-0000	AW VENTURE II LLC	164.8	197	6,928,426.04	464,142.62	3,086,343.20	157,804.29
13-2N-27-0720-000L-0000	AW VENTURE I LLC	4.2	7	176,573.96	16,492.38	78,656.80	4,021.71
<b>TOTAL SERIES 2018</b>		<b>169.0</b>	<b>204</b>	<b>7,105,000.00</b>	<b>480,635.00</b>	<b>3,165,000.00</b>	<b>161,826.00</b>

## *FIFTH ORDER OF BUSINESS*

MINUTES OF MEETING  
AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Amelia Walk Community Development District was held Tuesday, January 16, 2018 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, FL 32034.

Present and constituting a quorum were:

Mike Taylor	Chairman
Greg Matovina	Vice-Chairman
Gregg Kern	Supervisor
Rose Bock	Supervisor
Chris Hill	Supervisor

Also present were:

David deNagy	GMS
Daniel Laughlin	GMS
Dan McCranie	District Engineer
Jason Walters	District Counsel
Peter Dame	Ackerman Bond Counsel
Jennifer Erickson	Evergreen Lifestyles Management

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. deNagy called the meeting to order at 2:00 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Financing Matters**

**A. Consideration of Engineer's Report**

Mr. deNagy stated we are going to defer Items A and B because these are actually exhibits to Resolution 2018-04, which is Item D on this agenda.

**B. Consideration of Assessment Methodology**

See note under Item A.



**C. Consideration of Resolution 2018-03, Bond Delegation**

Mr. deNagy stated this is the award delegation resolution. I will turn the meeting over to Peter Dame.

**1. Fourth Supplemental Indenture****2. Fifth Supplemental Indenture****3. Bond Purchase Contract****4. PLOM****5. Continuing Disclosure Agreement**

Mr. Dame stated this is a Resolution that authorizes the issue of a bond. It approves the form of the documents that we are going to use in connection of the issuance bond and it approves all in substantial form. The bonds are special assessment bonds; they are payable from special assessments levied on the property. They are not payable from taxes or any other source. The documents that are approved are a supplemental trust indenture. There is also an offering document, preliminary limited offering memorandum, a bond purchase agreement, and then some general authority to go forth and for the staff to issue the bonds in accordance with customary proceedings. Importantly, in part of that delegation to the staff, is for the board to set the parameters under which those bonds can be sold. The chairman can go and sign a bond purchase contract to sell those bonds. I direct your attention to Page 4 of the Resolution in Section 5, which is the contract approval. This is where those parameters of the bonds are set forth. I handed out today a change to that, which will have the relevant language on it. If you look at the form of this resolution, which is included in your agenda package, there is one blank in it, and that is the parameter for the impacts on interest rate on the bonds. The page I handed out to you fills in that blank, and we will briefly go through how we filled in that blank. The parameters for sales of the bonds are for the A Bonds, the principal would not exceed

\$8.15 million, for the B Bonds, the principal would not exceed \$2.5 million. The underwriter's discount is not to exceed 2.5% on either one. Option redemption of the bonds for the A's not later than May 2030 and for the B's, they would not be subject to option redemption. The final maturity for the A's is May 2047, and for the B's it is the fifth anniversary of the date of issuance of the bonds. These are maximums. You cannot exceed these when you go ahead to issue the bonds. It is expected, except for the principal amounts, the interest rate would be lower. For the interest rate, we have a blank in here. Frequently, if you compare this to the 2015 resolution 6.25% was the maximum rate then in that market at which those bonds could be issued. Today we are a little uncertain exactly where the market is. There is a Florida statute that sets the maximum interest rate permitted to be borne on these bonds. If we sold the bonds this month, that maximum interest rate would be 6.44%. It resets monthly, so if you actually sell them in February, it may be a little higher than that. That is close enough that we felt that the appropriate parameter here would be to limit the maximum rate to the maximum rate permitted by law. That maximum rate is based upon a general market index. Right now the index is 3.44%. You add 3% to it to get to the maximum. That's what it is. We felt that was close enough to where we were last time to 6.25, and we said 6.50 this time. To be safe, we said the maximum interest rate permitted by law. I am happy to answer any questions you have.

Mr. Taylor stated as we discussed prior to the meeting, we are making some edits to the PLOM, and that's sufficient to do so, correct?

Mr. Dame responded yes, we don't want to change it, so we described something completely different than we had, but to the extent we are filling in the blanks and to match

what the developer is actually developing out there, that absolutely makes sense. We will do that.

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor Resolution 2018-03, Award Resolution, for the issuance of the Series 2018 bonds for Assessment Area 3 was approved.

**D. Consideration of Resolution 2018-04, Declaration of Special Assessments**

Mr. deNagy stated as I noted earlier, the exhibits to Resolution 2018-04 would be the Engineer's Report and Assessment Methodology. Jason can explain a little more detail, but this is the start of the process where we get the assessments in place regarding these bonds.

Mr. Walters stated I think most of the board members are familiar with some of the documents you have seen today. We've delegated to certain folks that are out of the room the ability to sell bonds, and we have to figure out a way to pay for them, so that is the process we will start with these two resolutions. The first is 2018-04, and this is to authorize the assessments. This is a 2-step process so nothing we are deciding here at the end of the day is the final product. We will send out notices, both mailed and published, and we will hold an assessment hearing, and as you can see by the next Resolution, we are contemplating February 20. This Resolution will start the assessment process. We will come back with a final resolution at that February 20 meeting. There are a couple of blanks, one for the dates of the assessment methodology, which we just got. We will fill that in plus the cost from the Engineer's Report and the cost of the project. The assessment final number in Section 4 will be filled in from that report as well. Additionally it authorizes some further actions from the board and the staff, and then directs staff to publish that notice in accordance with the next Resolution. It is pretty straightforward. The Resolution will also approve those two exhibits.

Mr. deNagy stated that Dan brought to my attention in the Methodology on Page 4 that the Engineer's Report there is dated November 30, 2017. It should be January 12, 2018. Dan had mentioned whether we want to call his report the 2017 or 2018 Engineer's Report. I think the 2018 would be more appropriate.

Mr. Walters stated it would be consistent with the bonds and the assessments.

Mr. McCranie was asked if he made some recent revisions to the Engineer's Report.

Mr. McCranie responded yes, based upon different comments that we got from your attorney along with Jason as well, both reviewed it and made those comments and changes.

Mr. Dame stated just so everybody is clear, in my review of some of the preliminary documents, we are making some minor edits to the total unit count. It was 205 units. It has been reduced to 204.

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor Resolution 2018-04, to declare assessments related to the Series 2018 bonds was approved.
--

**E. Consideration of Resolution 2018-05, Setting Assessment Hearing**

Mr. Walters stated this is a Resolution to set the public hearing that I referenced before. Our regularly schedule meeting is scheduled for February 20. That date allows us to make both mailed and published notice dates. The question is we are going to need a quorum, and if we don't we are back to square 1 on the assessment process. I want to make sure this date will be okay with everyone.

On MOTION by Mr. Kern seconded by Ms. Bock with all in favor Resolution 2018-05 setting the Public Hearing to levy assessments for 2:00 p.m. on February 20, 2018 was approved.
---

**F. Consideration of Resolution 2018-06, Authorizing Validation Hearing**

Mr. Walters stated at the inception of the District, you planned out the entire project. You have estimated costs for that project because for CDDs in the State of Florida, if you are going to issue bonds, you have to validate those bonds. That is a lawsuit that is essentially filed in the Circuit Court that allows them to object to those bonds being issued or making sure that you have the authority to do so. At the inception of this District, there were \$32 million in bonds validated. B bonds are short-term bonds. They mature in five years. Any bonds that mature in five years or less, you don't have to validate under this statute. Fast forward a little bit, the real estate market takes a dip and things are put on hold. Those bonds are in default, both the A and B bonds, so as part of the repositioning strategy, the terms were extended out on the B bonds to a term of 9 years. So now we have to account for that \$10 million toward our validation cap. The thought is from staff and talking to the landowner and everyone else is we are obviously going Phase 3 and 4A of development. That leaves Phase 4B and 5 undeveloped. We have to defund that initial portion. To do that, we have to go back to the validation and get more validation cap. So that is what this Resolution does. It kind of walks us through that history and then authorizes staff to begin that validation process. We are just getting that process started now, so there will be more things to come, but we wanted to make sure we had the authority to report on that, and that is what this Resolution does.

Mr. Taylor asked how long does the process take?

Mr. Walters responded generally once we get the lawsuit filed, we are probably looking at a 60-day window from filing to hopefully getting the final judgment validating those bonds.

Mr. Matovina asked what is the total amount we are seeking on that?

Mr. Walters responded not to exceed \$15 million.

On MOTION by Mr. Matovina seconded by Ms. Bock with all in favor Resolution 2018-06 authorizing a Validation Hearing was approved.

**G. Consideration of Funding Agreement for Validation Proceedings**

Mr. Walters stated there's a fair amount of lift on validating in terms of my fee, bond counsel fees, engineering fees, assessment, and management fees to get this done. That is generally paid out of the cost of issuing the bond funds, the proceeds once they are issued. At this case we are looking at a pretty long horizon. There are going to be expenses incurred. Similar to what we have done with other arrangements here for bond financing, we did extension on the terms of the E bonds. This is similar in form and concept to that. It does provide for reimbursement of those funds once the bonds are issued, but we wanted to make sure that the costs are covered.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor a Funding Agreement in substantial form to pay for the Validation proceedings was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the December 12, 2017 Meeting**

Mr. Matovina stated on Page 6, fourth full paragraph down, Hurricane "Homer" should be Hurricane "Irma."

On MOTION by Ms. Bock seconded by Mr. Hill with all in favor the Minutes of the December 12, 2017 meeting were approved as revised.

**FIFTH ORDER OF BUSINESS**

**Selection of Audit Committee**

Mr. deNagy stated this is the last year of the firm that does our audit, I believe it is McDermitt Davis. We will have to issue an RFP to get another three years for audit services.

Typically the board serves as the Audit Committee. If that is okay with the board, what we will do is have an Audit Committee meeting at the next meeting, we will approve an evaluation criteria for issuing an RFP, get the board's approval to issue that RFP, and have that back to you sometime in the next meeting or two meetings. We need a motion to have the board serve as the Audit Committee.

On MOTION by Ms. Bock seconded by Mr. Matovina with all in favor to have the board serve as the Audit Committee was approved.

The Audit Committee meeting will be February 20, 2018 prior to the regular board meeting so the board can approve the evaluation criteria and have staff issue an audit RFP.

## **FIFTH ORDER OF BUSINESS**

### **Other Business**

Mr. Kern stated last month the board asked to have conversations with AV Homes and evaluate a few other issues throughout the community. There is a resident who had a concern with the drainage. There is standing water on their particular lot. I went to evaluate it. It seems to me that everything is flowing towards the storm collection as it should be. It doesn't appear that there are any low-lying areas. I didn't identify any standing water at the time. I could hear water flowing into the grate that seemed to be clear enough to drain. I am not sure how we can assist that homeowner any further. One of the other items was debris. There was a general concern with debris from AV Homes Construction. I drove in the neighborhood today and actually felt that it looked fairly well all things considered. I did have discussion with two different members of the AV organization. Currently they have a program that has day laborers come out each Friday of every week to pick up any debris that might be loose. I felt that was a good effort on their part. I did ask that they extend to their subcontractors the continued concern and the effort to pick up after themselves. They said they were doing that, and they were also going to start implementing a program where their onsite superintendents were going to be sending pictures to their subcontractors and back-charging them for the day laborers. He also said he would make an effort to empty the dumpsters on a more routine basis. There was another resident concerned with a stopped up drain at Berryessa and

Calumet. I went to evaluate that, and there are what I call gutter buddies that are used during construction to try to alleviate soils from going down into the storm drains. They are still somewhat in place. I think it is standard practice that they remain in place through the home's construction, but once they are completed, they can be removed. I think they are done in that area, however, in the start of Phase 3, we may want to have protection in place still. It didn't appear to me that there was a lot of debris or blockage in those storm structures. I think again a lot of this goes back to a pretty significant rain year and an extreme weather event with the storm. I think one of the last concerns was some of the watershed coming from the eastern haul road traffic coming into portion of Phase 2 as well as Phase 1. I think Phase 1 was mostly in the area that the homeowner had the concern with the water making it to the drain. Again, it may have been just an extreme event in that case. In Phase 2, I tend to agree with the decision that it may just have been the soils weren't stabilized at the time, and there wasn't a lot of combat that additional watershed. There was discussion on the berm that is existing in Phase 1, but does not appear to extend into Phase 2. In looking at the construction plans for Phase 2, it doesn't appear to identify any sort of berming in the rear lot grading along the eastern boundary, so I don't find anything that would require the builders necessarily to do that. In discussion with AV, they were not familiar or aware of a requirement to do so. The rear of those lots back up to a haul road, which in the construction plans for Phase 2 has an undisturbed buffer, an undisturbed portion where their lot grading goes to a specified lot grade, and it varies in width. Short of any further direction from the CDD, I think it would be the builder's obligation to meet and deliver a finished lot that was graded per the plans. Other than the District sending them a letter, I don't know that there is any interaction we would want to have.

Mr. Taylor stated we did our review as requested and came back that it is the builder's obligation to comply with the grading plan.

Mr. Kern stated that is all he has.

Mr. Taylor said the only thing I would like to get clarification on is as we move forward with this bond issue and moving forward with bidding out Phase 3 and Phase 4A, did we get that notice out?

Mr. Walters responded I was going to discuss that in my report.



Mr. Kern stated Dan, in your Engineer's Report under roadways, you refer quite often to a Grand Walk Blvd. I suspect that is supposed to be Majestic Walk, but I am not 100% sure.

Mr. McCranie responded yes, it must be. It is Majestic Walk.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel**

Mr. Walters stated obviously this financing is for Phases 3 and 4A. We are currently in the process of starting to solicit proposals for pre-construction work of that combined project. There was some back-and-forth in terms of the process we were going to use and how we want to go forward with that. We decided we would procure that work through the District. In part of that effort, there will be a notice in tomorrow's paper of the RFP for that project. It wasn't in time to make the agenda, but we are starting that process. We want to make sure that the board is authorizing this work to be done. The other question is, just for informational purposes, we expect to have the totals back and ready to be evaluated at the February 20 meeting. The second question of that is how we want to evaluate those. Do we want to appoint a committee or do we want to appoint the board as a committee. Since it ties in with our regular meeting, we can have those evaluated and awarded at that February 20 meeting.

Mr. Taylor said typically an evaluation criteria, would that be considered at today's meeting?

Mr. Walters responded we can circulate it to the board. We can ratify it. It is the same evaluation criteria we have used for previous projects. It involves a price component, staffing, experience, and all those things for being a capable bidder. Given that we are on a pretty fast train here, and we will have that meeting on the 20<sup>th</sup>, it probably behooves us to have the board serve as the Evaluation Committee, and we will distribute those packages and walk the board members through that at the appropriate time. You will have the packages about a week prior to the meeting. The alternative is we can have a committee assigned or appointed. They can do the evaluation at a separately noticed meeting, which we can do, and they will bring that evaluation to the board, and the board can approve that evaluation.

On MOTION by Mr. Taylor seconded by Mr. Matovina with all in favor to authorize the RFP for Phase 3 and 4A construction work and appoint the board as the Evaluation Committee was approved.

Mr. deNagy stated the evaluation will be on the 20<sup>th</sup>.

**B. District Engineer**

Mr. McCranie stated I have put together the bid package and submitted it yesterday to Jason for his review. Most of it is boilerplate language as to what we have done in the past. I have made it clear and bold and added a depiction of the construction entrance that they shall use, and I say anything over a 1-ton vehicle shall use that. I said the cost to maintain that road is part of the contract. I made that clear. I am in ongoing talks to the County about the construction access and getting the permit for it. Once I figure out what the County is really going to want, we can throw in an addendum, or we can deal with the contract as we are getting into the contract. I see that as a minor item. I also have an addendum like we did in Phase 2 so that you have a separate line item for kind of lot grading of the lots, which will be separate from the contract that you can decide to do or not to do separately. With that we will have very little construction traffic. I depicted it on the map. I know the acreages I gave you are exact based off what has been discussed as to what is Phase 3 and what is Phase 4.

Mr. deNagy said we have the parcels listed here as part of the Methodology report, and the acreage we have looks like 169.

Mr. McCranie stated as long as that matches the exact number I gave in an email late last week, that is correct.

Mr. Taylor stated the reason I bring this to the board's attention, if we knew the boundary line splitting conservation areas, just look at that last email. It might be more prudent to send back what you have to Dan and let them verify.

Mr. deNagy responded okay.

Mr. Taylor said the surveyor of record is Lee Surveying.

**C. District Manager**

Mr. deNagy stated he had no report.

**D. Community Manager - Report**

Ms. Erickson stated the contract is being reviewed by the County attorney to patrol the roadways for people speeding, parking, and things like that. It is still slated for March. Biltrite is coming out tomorrow. There is damage to a load-bearing wall in the front office. There are some big things, and I will have for you at the next meeting. The general contractor came out

to do the repair himself, pulled everything down and there was some mold treatment. This is very recent that happened. We have had the roof previously inspected in 2017 because of the stormwater, and they didn't catch it. Biltrite is going to do a thorough inspection of the roof for the entire building. The cost will be \$575 to do the entire building. We have done a lot of landscaping that was slated in the budget. We have pine straw and fences completed.

**EIGHTH ORDER OF BUSINESS****Supervisor's Requests and Audience Comments**

There were no supervisor requests.

**Audience Comments**

No audience members were present.

**NINTH ORDER OF BUSINESS****Financial Reports****A. Balance Sheet & Income Statement****B. Approval of Check Register****C. Special Assessment Receipts Schedule**

Mr. deNagy stated a copy of your financial statements is included in your agenda package as of November 30, 2017. The total of the check register is \$48,409.35.

On MOTION by Mr. Matovina seconded by Mr. Taylor with all in favor the check register in the amount of \$48,409.35 was approved.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting for February 20, 2018 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach**

Mr. deNagy stated the next scheduled meeting is February 20, 2018 at 2:00 p.m. at this location.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Ms. Bock seconded by Mr. Hill with all in favor the Meeting was Adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *SEVENTH ORDER OF BUSINESS*

# AMELIA WALK CDD AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, or respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

*EIGHTH ORDER OF BUSINESS*

## RESOLUTION 2018-08

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE NASSAU COUNTY SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTION.**

**WHEREAS**, the Amelia Walk Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Nassau County, Florida; and

**WHEREAS**, the Board of Supervisors of the Amelia Walk Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(a)(2)(c), *Florida Statutes* and to request that the Nassau County Supervisor of Elections (the "Supervisor") to conduct the District's election in conjunction with the upcoming General Election.

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

**Section 1.** The Board is currently made up of the following individuals:

Seat 1 Gregory Matovina  
Seat 2 Gregg Kern  
Seat 3 Rose Bock  
Seat 4 Christopher Hill  
Seat 5 Mike Taylor

**Section 2.** The term of office for each member of the Board is as follows:

<u>Supervisor</u>	<u>Term (Including Expiration Date)</u>
Gregory Matovina	November 2018
Gregg Kern	November 2018
Rose Bock	November 2020
Christopher Hill	November 2018
Mike Taylor	November 2020

**Section 3.** Seat 1 currently held by Gregory Matovina and Seat 4 currently held by Christopher Hill are scheduled for the General Election in November 2018.

**Section 4.** All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. All candidates for a seat on the Board must qualify with the Florida Department of State's Division of Elections. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a



legal resident of the State of Florida and of the District, and who is registered to vote in Nassau County, Florida. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

**Section 5.** Pursuant to section 190.006(8), *Florida Statutes*, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

**Section 6.** The term of office for the individuals to be elected to the Board in the November 2018 General Election is four years.

**Section 7.** The new Board members shall assume office on the second Tuesday following their election.

**Section 8.** The District hereby requests the Supervisor to conduct the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

**PASSED AND ADOPTED THIS 20TH DAY OF FEBRUARY, 2018.**

**ATTEST:**

**AMELIA WALK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *TENTH ORDER OF BUSINESS*

*D.*



## MONTHLY MANAGEMENT REPORT

**COMMUNITY NAME:** Amelia Walk CDD

**MANAGEMENT REPORT**

**NAME OF MANAGER:** Jen Erickson

**MONTH OF:** January 16 -  
February 20, 2018

<b><u>DISTRIBUTION:</u></b>	<b><u>TITLE</u></b>	<b><u>METHOD</u></b>
Amelia Walk CDD Board	Developer	E
Dave deNagy, GMS	Manager	E
AV Homes	Builder	E

**Method of distribution:** Fax (F), E-mail (E), Mail (M), Hand Delivered (H)

## **I. ADMINISTRATION:**

- **CDD Violations:**

## **II. PROJECT UP DATE AND STATUS:**

- **Administrative Projects:**
  - Mailbox key system Phase II
  - NCSO – contract to enforce roadway/speed control  
- awaiting for contract from county attorney.

### **Maintenance Items Completed:**

- Roof inspection
- Pressure washed - clubhouse, monuments, fence, tennis courts and sidewalk @ amenity center
- Mulch replaced at Amenity center
- Hot water repaired
- Shower and plumbing repaired

### **Maintenance Items in the Process/to be Completed:**

- Sidewalk repair
- Pool brick steps repaired
- Street signs repair - post Irma - scheduled
- Monument repairs
- AC ducts to be cleaned
- Pot hole repaired near entrance
- Mold remediation - offices
- Pool leak
- Pool light replaced

## **III. BIDS AND PROPOSALS:**

- Martex – Replaced sod across from Amenity Center
- Martex - replace dead plants in Phase II from the freeze
- Mold remediation

## **IV. SCHEDULED EVENTS:**

### **Upcoming Events:**

- Couples Painting with Lamar Feb 2018

## **GENERAL COMMENTS OR CONCERNS WITHIN THE COMMUNITY**

Overall residents are concerned with the construction of the homes connected to Amelia Walk. The lack of dense preserve area concealing the new homes from Amelia Walk residents view. On going concern for water drainage along Majestic Walk Blvd after rain.

## *TWELFTH ORDER OF BUSINESS*

*A.*

*Amelia Walk*  
*Community Development District*

*Unaudited Financial Statements*  
*as of*  
*January 31, 2018*

*Board of Supervisors Meeting*  
*February 20, 2018*



**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
January 31, 2018

	<b>Major Funds</b>			<b>Total</b>
	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Governmental Funds</b>
<b>ASSETS:</b>				
Cash	\$2,964	---	---	\$2,964
Due from Future Bonds	\$6,069	---	---	\$6,069
Investment - Custody US Bank	\$148,131	---	---	\$148,131
Investments:				
<b>Series 2012</b>				
Reserve 2012A-1	---	\$60,861	---	\$60,861
Revenue 2012A-1	---	\$149,415	---	\$149,415
Revenue 2012A-3	---	\$47,293	---	\$47,293
<b>Series 2016</b>				
Reserve 2016A-2	---	\$280,925	---	\$280,925
Revenue 2016A-2	---	\$269,221	---	\$269,221
Prepayment 2016A-2	---	\$60,000	---	\$60,000
Construction	---	---	\$10,263	\$10,263
<b>TOTAL ASSETS</b>	<u>\$157,164</u>	<u>\$867,715</u>	<u>\$10,263</u>	<u>\$1,035,142</u>
<b>LIABILITIES</b>				
Accounts Payable	\$22,588	---	---	\$22,588
Deposits - Office Lease	\$200	---	---	\$200
<b>TOTAL LIABILITIES</b>	<u>\$22,788</u>	<u>\$0</u>	<u>\$0</u>	<u>\$22,788</u>
<b>FUND BALANCES:</b>				
Restricted for:				
Debt Service	---	\$867,715	---	\$867,715
Capital Projects	---	---	\$10,263	\$10,263
Unassigned	\$134,375	---	---	\$134,375
<b>TOTAL FUND BALANCES</b>	<u>\$134,375</u>	<u>\$867,715</u>	<u>\$10,263</u>	<u>\$1,012,353</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$157,164</u>	<u>\$867,715</u>	<u>\$10,263</u>	<u>\$1,035,142</u>

**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending January 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/18	ACTUAL THRU 1/31/18	VARIANCE
<b>REVENUES:</b>				
Maintenance Assessments-On Roll (Net)	\$185,504	\$177,785	\$177,785	\$0
Maintenance Assessments-Off Roll	\$299,265	\$149,632	\$74,816	(\$74,816)
Interest Income	\$100	\$33	\$21	(\$12)
Clubhouse Rental Income	\$500	\$167	\$353	\$186
<b>TOTAL REVENUES</b>	<b>\$485,368</b>	<b>\$327,617</b>	<b>\$252,975</b>	<b>(\$74,642)</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
Supervisor Fees	\$8,000	\$2,667	\$2,600	\$67
FICA Expense	\$612	\$204	\$199	\$5
Engineering Fees	\$5,000	\$1,667	\$1,900	(\$233)
Assessment Roll Administration	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$2,000	\$667	\$667	(\$0)
Trustee Fees	\$10,775	\$3,592	\$0	\$3,592
Arbitrage	\$1,200	\$400	\$0	\$400
Attorney Fees	\$18,000	\$6,000	\$3,726	\$2,274
Annual Audit	\$3,800	\$1,267	\$0	\$1,267
Management Fees	\$48,600	\$16,200	\$16,200	\$0
Computer Time	\$1,000	\$333	\$333	\$0
Travel & Per Diem	\$1,000	\$333	\$84	\$249
Telephone	\$300	\$100	\$78	\$22
Postage	\$600	\$200	\$367	(\$167)
Printing & Binding	\$1,200	\$400	\$215	\$185
Insurance	\$8,066	\$8,066	\$7,923	\$143
Legal Advertising	\$6,200	\$2,067	\$1,513	\$554
Other Current Charges	\$400	\$133	\$237	(\$104)
Office Supplies	\$200	\$67	\$44	\$23
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$122,128</b>	<b>\$49,537</b>	<b>\$41,261</b>	<b>\$8,275</b>
<b>FIELD:</b>				
<b>Contract Services:</b>				
Landscaping & Fertilization Maintenance	\$98,512	\$32,837	\$23,243	\$9,595
Fountain Maintenance	\$1,500	\$500	\$527	(\$27)
Lake Maintenance	\$8,995	\$2,998	\$2,800	\$198
Security	\$4,200	\$1,400	\$1,971	(\$571)
Refuse	\$1,400	\$467	\$855	(\$388)
Management Company	\$15,120	\$5,040	\$5,040	\$0
<b>Subtotal Contract Services</b>	<b>\$129,727</b>	<b>\$43,242</b>	<b>\$34,436</b>	<b>\$8,807</b>
<b>Repairs &amp; Maintenance:</b>				
Repairs & Maintenance	\$39,184	\$13,061	\$8,695	\$4,367
Landscaping Extras (Flowers & Mulch)	\$0	\$0	\$4,547	(\$4,547)
Irrigation Repairs	\$3,000	\$1,000	\$22	\$978
<b>Subtotal Repairs &amp; Maintenance</b>	<b>\$42,184</b>	<b>\$14,061</b>	<b>\$13,264</b>	<b>\$797</b>

**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending January 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/18	ACTUAL THRU 1/31/18	VARIANCE
<i>Utilities:</i>				
Electric	\$15,500	\$5,167	\$5,490	(\$324)
Streetlighting	\$10,000	\$3,333	\$4,926	(\$1,593)
Water & Wastewater	\$71,000	\$23,667	\$37,203	(\$13,536)
<b>Subtotal Utilities</b>	<b>\$96,500</b>	<b>\$32,167</b>	<b>\$47,619</b>	<b>(\$15,453)</b>
<i>Amenity Center:</i>				
Insurance	\$16,000	\$16,000	\$14,417	\$1,583
Pool Maintenance	\$9,360	\$3,120	\$3,120	\$0
Pool Chemicals	\$3,000	\$1,000	\$767	\$233
Pool Permit	\$300	\$100	\$0	\$100
Amenity Attendant	\$35,280	\$11,760	\$7,760	\$4,000
Cable TV/Internet	\$3,438	\$1,146	\$1,162	(\$15)
Janitorial Service	\$12,001	\$4,000	\$4,000	\$0
Special Events	\$5,000	\$1,667	\$2,101	(\$434)
Facility Maintenance (including Fitness Equip)	\$5,000	\$1,667	\$1,660	\$7
<b>Subtotal Amenity Center</b>	<b>\$89,379</b>	<b>\$40,460</b>	<b>\$34,986</b>	<b>\$5,474</b>
<i>Reserves:</i>				
Road Maintenance	\$0	\$0	\$0	\$0
Capital Reserves	\$5,450	\$1,817	\$4,580	(\$2,763)
<b>Subtotal Reserves</b>	<b>\$5,450</b>	<b>\$1,817</b>	<b>\$4,580</b>	<b>(\$2,763)</b>
<b>Total Field Expenditures</b>	<b>\$363,240</b>	<b>\$131,747</b>	<b>\$134,885</b>	<b>(\$3,138)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$485,368</b>	<b>\$181,283</b>	<b>\$176,146</b>	<b>\$5,137</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$76,829</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$57,547</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$134,375</b>	

**AMELIA WALK**  
**Community Development District**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2018

	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	TOTAL
<b>Revenues</b>													
Maintenance Assessments-On Roll (Net)	\$0	\$5,332	\$63,148	\$109,305	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$177,785
Maintenance Assessments-Off Roll	\$74,816	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,816
Developer Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$0	\$9	\$3	\$9	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
Clubhouse Rental Income	\$353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$353
<b>Total Revenues</b>	<b>\$75,169</b>	<b>\$5,341</b>	<b>\$63,152</b>	<b>\$109,313</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$252,975</b>
<b>Expenditures</b>													
Supervisor Fees	\$600	\$0	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
FICA Expense	\$46	\$0	\$77	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$199
Engineering Fees	\$600	\$1,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900
Assessment Roll Administration	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissemination	\$167	\$167	\$167	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney Fees	\$1,932	\$1,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,726
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,050	\$4,050	\$4,050	\$4,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,200
Computer Time	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333
Travel & Per Diem	\$84	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84
Telephone	\$0	\$18	\$24	\$36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78
Postage	\$79	\$72	\$92	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$367
Printing & Binding	\$88	\$7	\$6	\$114	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$215
Insurance	\$7,923	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,923
Legal Advertising	\$0	\$543	\$248	\$723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,513
Other Current Charges	\$49	\$76	\$45	\$67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237
Office Supplies	\$18	\$13	\$0	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$20,894</b>	<b>\$8,122</b>	<b>\$5,791</b>	<b>\$6,454</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,261</b>
<b>FIELD:</b>													
<b>Contract Services:</b>													
Landscaping & Fertilization Maintenance	\$5,811	\$5,811	\$5,811	\$5,811	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,243
Fountain Maintenance	\$0	\$0	\$527	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$527
Lake Maintenance	\$700	\$700	\$700	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
Security	\$400	\$159	\$106	\$1,306	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,971
Refuse	\$213	\$213	\$214	\$215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$855
Management Company	\$1,260	\$1,260	\$1,260	\$1,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,040
<b>Total Contract Services</b>	<b>\$8,384</b>	<b>\$8,143</b>	<b>\$8,618</b>	<b>\$9,291</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,436</b>

**AMELIA WALK**  
**Community Development District**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2018

	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	TOTAL
<i>Repairs &amp; Maintenance:</i>													
Repairs & Maintenance	\$1,596	\$5,365	\$613	\$1,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,695
Landscaping Extras (Flowers & Mulch)	\$544	\$3,404	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,547
Irrigation Repairs	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
Total R&M	\$2,162	\$8,769	\$613	\$1,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,264
<i>Utilities:</i>													
Electric	\$1,495	\$1,327	\$1,230	\$1,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,490
Streetlighting	\$1,231	\$1,231	\$1,231	\$1,232	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,926
Water & Wastewater	\$11,793	\$10,029	\$9,158	\$6,224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,203
Total Utilities	\$14,519	\$12,587	\$11,619	\$8,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,619
<i>Amenity Center:</i>													
Insurance	\$14,417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,417
Pool Maintenance	\$780	\$780	\$780	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120
Pool Chemicals	\$620	\$148	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$767
Pool Permit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amenity Attendant	\$940	\$1,490	\$740	\$4,590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,760
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cable TV/Internet	\$287	\$287	\$287	\$301	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,162
Janitorial Service	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Special Events	\$0	\$926	\$1,174	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,101
Decorations-Holiday	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Maintenance (including Fitness Equip)	\$475	\$879	\$207	\$98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,660
Total Amenity Center	\$18,518	\$5,510	\$4,188	\$6,769	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,986
<i>Reserves:</i>													
Capital Reserves	\$3,695	\$885	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,580
Total Reserves	\$3,695	\$885	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,580
Total Field Expenses	\$47,278	\$35,893	\$25,039	\$26,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$134,885
<b>Subtotal Operating Expenses</b>	<b>\$68,172</b>	<b>\$44,015</b>	<b>\$30,830</b>	<b>\$33,130</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$176,146</b>
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$6,997	(\$38,674)	\$32,322	\$76,183	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,829

**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2012A-1**

**DEBT SERVICE FUND**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending January 31, 2018*

<i>ADOPTED BUDGET</i>	<i>PRORATED THRU 1/31/18</i>	<i>ACTUAL THRU 1/31/18</i>	<i>VARIANCE</i>
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**REVENUES:**

<i>Special Assessments</i>	<i>\$122,932</i>	<i>\$116,090</i>	<i>\$116,090</i>	<i>\$0</i>
<i>Special Assessments - A Prepayments</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Interest Income</i>	<i>\$0</i>	<i>\$0</i>	<i>\$211</i>	<i>\$211</i>
<b><i>TOTAL REVENUES</i></b>	<b><i>\$122,932</i></b>	<b><i>\$116,090</i></b>	<b><i>\$116,301</i></b>	<b><i>\$211</i></b>

**EXPENDITURES:**

**Series 2012A-1**

<i>Interest - 11/01</i>	<i>\$39,738</i>	<i>\$39,738</i>	<i>\$39,738</i>	<i>\$0</i>
<i>Interest - 5/01</i>	<i>\$39,738</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Principal - 5/01</i>	<i>\$40,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b><i>TOTAL EXPENDITURES</i></b>	<b><i>\$119,475</i></b>	<b><i>\$39,738</i></b>	<b><i>\$39,738</i></b>	<b><i>\$0</i></b>

<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b><i>\$3,457</i></b>	<b><i>\$76,564</i></b>
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<i>FUND BALANCE - Beginning</i>	<i>\$71,521</i>	<i>\$133,712</i>
<i>FUND BALANCE - Ending</i>	<u><u><i>\$74,978</i></u></u>	<u><u><i>\$210,276</i></u></u>

**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2012A-3**

**DEBT SERVICE FUND**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending January 31, 2018*

ADOPTED BUDGET	PRORATED THRU 1/31/18	ACTUAL THRU 1/31/18	VARIANCE
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**REVENUES:**

Special Assessments	\$395,471	\$0	\$0	\$0
Interest Income	\$0	\$0	\$90	\$90
<b>TOTAL REVENUES</b>	<b>\$395,471</b>	<b>\$0</b>	<b>\$90</b>	<b>\$90</b>

**EXPENDITURES:**

**Series 2012A-3**

Interest - 11/01	\$129,250	\$129,250	\$129,250	\$0
Interest - 5/01	\$129,250	\$0	\$0	\$0
Principal - 5/01	\$135,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$393,500</b>	<b>\$129,250</b>	<b>\$129,250</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$1,971</b>		<b>(\$129,160)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$176,411</b>		<b>\$176,452</b>	
<b>FUND BALANCE - Ending</b>	<b>\$178,382</b>		<b>\$47,293</b>	

**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2016A-2**

**DEBT SERVICE FUND**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending January 31, 2018*

<i>ADOPTED</i>	<i>PRORATED</i>	<i>ACTUAL</i>	
<i>BUDGET</i>	<i>THRU 1/31/18</i>	<i>THRU 1/31/18</i>	<i>VARIANCE</i>

**REVENUES:**

<i>Special Assessments</i>	<i>\$280,925</i>	<i>\$267,131</i>	<i>\$267,131</i>	<i>\$0</i>
<i>Special Assessments-Prepayments</i>	<i>\$0</i>	<i>\$0</i>	<i>\$60,000</i>	<i>\$60,000</i>
<i>Interest Income</i>	<i>\$0</i>	<i>\$0</i>	<i>\$688</i>	<i>\$688</i>

<b>TOTAL REVENUES</b>	<b>\$280,925</b>	<b>\$267,131</b>	<b>\$327,819</b>	<b>\$60,688</b>
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**EXPENDITURES:**

**Series 2016A-2**

<i>Interest - 11/01</i>	<i>\$112,425</i>	<i>\$112,425</i>	<i>\$112,425</i>	<i>\$0</i>
<i>Interest - 5/01</i>	<i>\$112,425</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Special Call - 11/01</i>	<i>\$20,000</i>	<i>\$20,000</i>	<i>\$40,000</i>	<i>(\$20,000)</i>

<b>TOTAL EXPENDITURES</b>	<b>\$244,850</b>	<b>\$132,425</b>	<b>\$152,425</b>	<b>(\$20,000)</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$36,075</b>	<b>\$175,394</b>		
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<b>FUND BALANCE - Beginning</b>	<b>\$133,311</b>	<b>\$434,752</b>		
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<b>FUND BALANCE - Ending</b>	<b>\$169,386</b>	<b>\$610,146</b>		
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**AMELIA WALK  
COMMUNITY DEVELOPMENT DISTRICT  
Long Term Debt Report  
FY 2018**

<b>Series 2012A-1, Special Assessment Bonds</b>		
Interest Rate;	5.50%	
Maturity Date:	5/1/2037	
Reserve Fund Requirement:	Max Annual Debt Service	
Bonds outstanding - 9/30/2017		\$1,445,000.00
Less:	May 1, 2018 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$1,445,000.00</b>

<b>Series 2012A-3, Special Assessment Bonds</b>		
Interest Rate;	5.50%	
Maturity Date:	5/1/2037	
Reserve Fund Requirement:	N/A	
Bonds outstanding - 9/30/2017		\$4,700,000.00
Less:	May 1, 2018 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$4,700,000.00</b>

<b>Series 2016A-2, Special Assessment Bonds</b>		
Interest Rate;	4.25%	
Maturity Date:	11/1/2021	\$230,000.00
Interest Rate;	5.50%	
Maturity Date:	11/1/2030	\$725,000.00
Interest Rate;	6.00%	
Maturity Date:	11/1/2047	\$2,920,000.00
Reserve Fund Requirement:	Maximum Annual Debt Assessment	
Less:	November 1, 2017 (Special Call)	(\$40,000.00)
	May 1, 2018 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$3,835,000.00</b>

<b>Total Current Bonds Outstanding</b>	<b>\$9,980,000.00</b>
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**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2016A-2**

**CAPITAL PROJECTS FUND**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending January 31, 2018*

<i>ADOPTED BUDGET</i>	<i>PRORATED THRU 1/31/18</i>	<i>ACTUAL THRU 1/31/18</i>	<i>VARIANCE</i>
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**REVENUES:**

<i>Interest Income</i>	<i>\$0</i>	<i>\$0</i>	<i>\$32</i>	<i>\$32</i>
<b><i>TOTAL REVENUES</i></b>	<b><i>\$0</i></b>	<b><i>\$0</i></b>	<b><i>\$32</i></b>	<b><i>\$32</i></b>

**EXPENDITURES:**

<i>Capital Outlay</i>	<i>\$0</i>	<i>\$0</i>	<i>\$870</i>	<i>(\$870)</i>
<b><i>TOTAL EXPENDITURES</i></b>	<b><i>\$0</i></b>	<b><i>\$0</i></b>	<b><i>\$870</i></b>	<b><i>(\$870)</i></b>

<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b><i>\$0</i></b>	<b><i>(\$838)</i></b>		
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<i>FUND BALANCE - Beginning</i>	<i>\$0</i>	<i>\$11,101</i>		
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<i>FUND BALANCE - Ending</i>	<i>\$0</i>	<i>\$10,263</i>		
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**Amelia Walk**  
**Community Development District**  
**Series 2016-2 Special Assessment Bonds**

**1. Recap of Capital Project Fund Activity Through January 31, 2018**

Opening Balance in Construction Account \$3,052,509.87

Source of Funds: Interest Earned \$671.69

**Use of Funds:**

Disbursements:	Clearing, Grading & Earthwork	(\$568,190.87)
	Roadway	(\$727,841.07)
	Stormwater	(\$303,222.68)
	Water System	(\$262,281.11)
	Sewer System	(\$378,929.54)
	Landscaping, Entry Monuments & Signs	(\$310,733.53)
	Engineering & Permitting	(\$72,695.00)
	Electrical	(\$131,315.29)
	Professional Fees (Contingencies)	(\$37,459.36)
	Cost Of Issuance	(\$250,250.00)

**Adjusted Balance in Construction Account at January 31, 2018** **\$10,263.10**

**2. Funds Available For Construction at January 31, 2018**

Book Balance of Construction Fund at January 31, 2018 \$10,263.10

**A. A.J. Johns, Inc. - Phase 2**

Contract Amount	\$2,244,928.40	
Paid to Date	(\$2,244,928.40)	
Balance on Contract	<u>(\$0.00)</u>	<u>\$0.00</u>

**B. First Coast Electric, LLC - FPL Conduit Installation**

Contract Amount	\$102,205.00	
Paid to Date	(\$102,205.00)	
Balance on Contract	<u>\$0.00</u>	<u>\$0.00</u>

Construction Funds available at January 31, 2018 **\$10,263.11**

**3. Investments - US Bank**

January 31, 2018	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.18%		\$10,263.10	\$10,263.10
			Contracts/Retainage Payable		<u>\$0.00</u>
			Balance at 1/31/18		<b><u><u>\$10,263.10</u></u></b>

*B.*

**Amelia Walk  
Community Development District**

*Check Run Summary*

**February 20, 2018**

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
1/19/2018	2349	\$6,068.80
1/24/2018	2350-2365	\$27,814.04
2/6/2018	2366-2370	\$7,576.10
2/12/2018	2371-2373	\$13,823.14
<b>Total</b>		<b><u>\$55,282.08</u></b>

AP300R  
\*\*\* CHECK NOS. 002349-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
AMELIA WALK - GENERAL FUND  
BANK A AMELIA WALK

RUN 2/12/18

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/19/18	00070	1/24/18 400993	201801 300-13100-10200	DEBT ASSESS AD	*	6,068.80	
				NEWS LEADER			6,068.80 002349
1/24/18	00172	1/01/18 750766	201801 320-57200-34500	SECURITY SYSTEM	*	106.00	
				BATES SECURITY			106.00 002350
1/24/18	00173	1/17/18 4695	201801 320-57200-62000	INDOOR AIR ASSESSMENT	*	375.00	
		1/17/18 4695	201801 320-57200-62000	AIR SAMPLE LAB FEE	*	225.00	
				BILTRITE, LLC			600.00 002351
1/24/18	00064	1/01/18 7593369	201801 320-57200-34000	SENTRICON PLUS RECURRING	*	47.00	
				BUG OUT SERVICE			47.00 002352
1/24/18	00156	1/11/18 8495 74	201801 320-57200-41050	85287 MAJESTIC WALK BLVD	*	300.80	
				COMCAST			300.80 002353
1/24/18	00027	11/30/17 M17159	201711 320-57200-46400	NOV 17 - MONTHLY POOL SVC	*	780.00	
		11/30/17 M17159	201711 320-57200-46400	NOV 17 - POOL CHEMICALS	*	147.50	
		12/31/17 M17414	201712 320-57200-46400	DEC 17 - POOL CHEMICALS	*	780.00	
				CRYSTAL CLEAN POOL SERVICE, INC			1,707.50 002354
1/24/18	00102	12/31/17 12312017	201712 320-57200-34700	SUPPLIES	*	3,000.00	
		12/31/17 12312017	201712 320-57200-52005	SUPPLIES	*	159.86	
		12/31/17 12312017	201712 320-57200-62000	SUPPLIES	*	113.48	
		12/31/17 12312017	201712 320-57200-49400	SUPPLIES	*	874.44	
				EVERGREEN LIFESTYLES MANAGEMENT, LLC			4,147.78 002355
1/24/18	00003	12/26/17 6-045-04	201712 310-51300-42000	DELIVERIES THRU-12/26/18	*	19.45	
		1/10/18 6-058-34	201801 310-51300-42000	DELIVERIES THRU-01/10/18	*	58.77	
				FEDEX			78.22 002356

AWLK -AMELIA WALK - SROSINA

AP300R  
\*\*\* CHECK NOS. 002349-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
AMELIA WALK - GENERAL FUND  
BANK A AMELIA WALK

RUN 2/12/18

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/24/18	00021	1/19/18 JAN-18	201801 320-57200-43000	JAN 18 - ELECTRIC	*	1,439.25	
		1/19/18 JAN-18	201801 320-57200-43001	JAN 18 - ELECTRIC	*	1,231.79	
				FPL			2,671.04 002357
1/24/18	00001	1/02/18 221	201801 310-51300-34000	MGMT FEES-JAN 18	*	4,050.00	
		1/02/18 221	201801 310-51300-35100	INFO TECH-JAN 18	*	83.33	
		1/02/18 221	201801 310-51300-31300	DISSEM AGNT SVC-JAN 18	*	166.67	
		1/02/18 221	201801 310-51300-51000	SUPPLIES-JAN 18	*	12.65	
		1/02/18 221	201801 310-51300-42000	POSTAGE-JAN 18	*	23.30	
		1/02/18 221	201801 310-51300-42500	COPIES-JAN 18	*	113.70	
		1/02/18 221	201801 310-51300-41000	TELEPHONE-JAN 18	*	36.29	
		1/02/18 221	201801 310-51300-49000	DOMAIN RENEWAL-JAN 18	*	8.47	
				GOVERNMENTAL MANAGEMENT SERVICES			4,494.41 002358
1/24/18	00008	11/30/17 98009	201711 310-51300-31500	NOV 17 - GENERAL COUNSEL	*	1,794.00	
				HOPPING GREEN & SAMS			1,794.00 002359
1/24/18	00036	12/29/17 31240504	201712 320-57200-43100	SERVICE THRU-12/29/17	*	9,157.71	
				JEA			9,157.71 002360
1/24/18	00093	1/01/18 338278	201801 310-51300-60200	JAN 18-LAKE MGMT SVC	*	700.00	
				THE LAKE DOCTORS INC			700.00 002361
1/24/18	00133	10/31/17 16237	201710 320-57200-46201	OAK/HOLLY TREE STAKING	*	543.90	
				MARTEX SERVICES LANDSCAPE MANAGEMEN			543.90 002362
1/24/18	00070	1/12/18 399721	201801 310-51300-48000	NOTICE OF MEETING	*	722.80	
				NEWS LEADER			722.80 002363
1/24/18	00031	12/22/17 0286794-	201712 320-57200-61100	FOUNTAIN MAINT	*	526.99	
				NORTH FLORIDA IRRIGATION EQUIPMENT			526.99 002364
				AWLK -AMELIA WALK - SROSINA			

AP300R  
\*\*\* CHECK NOS. 002349-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
AMELIA WALK - GENERAL FUND  
BANK A AMELIA WALK

RUN 2/12/18

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/24/18	00028	2/01/18 0687-000	201802 320-57200-43300		*	215.89	
		FEB 18 - REFUSE SVC		REPUBLIC SERVICES #687			215.89 002365
2/06/18	00172	10/04/17 733849	201710 320-57200-60000		*	1,747.50	
		DEPOSIT					
		2/01/18 755432	201802 320-57200-34500		*	106.00	
		SECURITY SYSTEM		BATES SECURITY			1,853.50 002366
2/06/18	00156	2/01/18 8495 74	201802 320-57200-41050		*	310.26	
		85287 MAJESTIC BLVD		COMCAST			310.26 002367
2/06/18	00003	1/19/18 6-064-26	201801 310-51300-42000		*	24.33	
		DELIVERIES THRU-01/19/18					
		1/22/18 6-071-60	201801 310-51300-42000		*	18.72	
		DELIVERIES THRU-01/22/18		FEDEX			43.05 002368
2/06/18	00001	2/01/18 222	201802 310-51300-34000		*	4,050.00	
		MGMT FEES-FEB 18					
		2/01/18 222	201802 310-51300-35100		*	83.33	
		INFO TECH-FEB 18					
		2/01/18 222	201802 310-51300-31300		*	166.67	
		DISSEM AGNT SVC-FEB 18					
		2/01/18 222	201802 310-51300-51000		*	12.50	
		SUPPLIES-FEB 18					
		2/01/18 222	201802 310-51300-42000		*	8.28	
		POSTAGE-FEB 18					
		2/01/18 222	201802 310-51300-42500		*	413.26	
		COPIES-FEB 18					
		2/01/18 222	201802 310-51300-41000		*	35.25	
		TELEPHONE-FEB 18		GOVERNMENTAL MANAGEMENT SERVICES			4,769.29 002369
2/06/18	00133	1/29/18 17668	201801 320-57200-46201		*	600.00	
		2 PALLETS PINE BARK		MARTEX SERVICES LANDSCAPE MANAGEMEN			600.00 002370
2/12/18	00174	11/13/17 1181926	201711 320-57200-34000		*	178.00	
		PREVENTIVE MAINTENANCE		ARTIC AIR OF NORTH FLORIDA, LLC			178.00 002371
2/12/18	00102	2/05/18 1000-020	201801 320-57200-34700		*	4,200.00	
		JAN 2018 MGMT FEES					

AWLK -AMELIA WALK - SROSINA



AP300R  
\*\*\* CHECK NOS. 002349-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
AMELIA WALK - GENERAL FUND  
BANK A AMELIA WALK

RUN 2/12/18

PAGE 4

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		2/05/18 1000-020 201801 320-57200-34700			*	2,650.00	
		JAN 2018 MGMT FEES					
		2/05/18 1000-020 201801 320-57200-62000			*	94.18	
		SUPPLIES					
		2/05/18 1000-020 201801 320-57200-34200			*	51.46	
		SUPPLIES					
		2/05/18 1000-020 201801 320-57200-62000			*	357.50	
		JAN 2018 MAINTENANCE					
		2/05/18 1000-020 201801 320-57200-62000			*	25.00	
		JAN 2018 MAINTENANCE					
		2/05/18 1000-020 201801 320-57200-62000			*	43.24	
		JAN 2018 MAINTENANCE					
				EVERGREEN LIFESTYLES MANAGEMENT,LLC			7,421.38 002372
2/12/18 00036		1/31/18 31240504 201801 320-57200-43100			*	6,223.76	
		SERVICE THRU 01/30/2018					
				JEA			6,223.76 002373
				TOTAL FOR BANK A		55,282.08	
				TOTAL FOR REGISTER		55,282.08	

AWLK -AMELIA WALK - SROSINA

*C.*

**AMELIA WALK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Special Assessment Receipts  
Fiscal Year 2018

ASSESSMENTS - TAX COLLECTOR								\$199,465.00	\$130,247.24	\$299,707.00	\$629,419.24
								ON ROLL ASSESSMENTS			
								31.69%	20.69%	47.62%	100.00%
DATE	DESCRIPTION	Collection Period	AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS	INTEREST	Net Amount	O&M Portion	DSF Portion	DSF Portion	Total
11/2/2017	Distribution #1	6/1/17-10/31/17	\$1,591.91	\$63.68	\$30.56	\$0.00	\$1,497.67	\$474.62	\$309.92	\$713.14	\$1,497.67
11/15/2017	INVOICE	2017 Tax Roll	\$0.00	\$0.00	\$2,200.00	\$0.00	(\$2,200.00)	(\$697.19)	(\$455.25)	(\$1,047.56)	(\$2,200.00)
11/20/2017	Distribution #2	11/01/17-11/15/17	\$18,630.23	\$745.21	\$357.71	\$0.00	\$17,527.31	\$5,554.46	\$3,626.97	\$8,345.88	\$17,527.31
12/6/2017	Distribution #3	11/16/17-11/30/17	\$211,805.44	\$8,472.22	\$4,066.66	\$0.00	\$199,266.56	\$63,148.22	\$41,234.71	\$94,883.63	\$199,266.56
12/21/2017	Distribution #4	12/01/17-12/15/17	\$357,416.81	\$10,722.50	\$6,933.89	\$0.00	\$339,760.42	\$107,671.18	\$70,307.44	\$161,781.80	\$339,760.42
1/9/2018	Distribution #5	12/16/17-12/31/17	\$5,422.05	\$162.66	\$105.18	\$0.00	\$5,154.21	\$1,633.39	\$1,066.57	\$2,454.25	\$5,154.21
TOTAL			\$594,866.44	\$20,166.27	\$13,694.00	\$0.00	\$561,006.17	\$177,784.68	\$116,090.36	\$267,131.14	\$561,006.17

**Assessed on Roll:**

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$199,465.00	31.69%	\$177,784.68	(\$177,784.68)	(\$0.00)
DEBT SERVICE-12	\$130,247.24	20.69%	\$116,090.36	(\$116,090.36)	\$0.00
DEBT SERVICE-16	\$299,707.00	47.62%	\$267,131.14	(\$267,131.14)	\$0.00
TOTAL	\$629,419.24	100.00%	\$561,006.17	(\$561,006.17)	(\$0.00)

<b>Balance Remaining to Collect</b>	<b>\$34,552.80</b>
<b>Gross Collected</b>	<b>95%</b>

TRANSFERS FROM DEBT SERVICE:		
DATE	CHECK #	AMOUNT
11/2/2017	TXFER	\$474.61
11/15/2017	INV	(\$697.19)
11/22/2017	TXFER	\$5,554.46
12/6/2017	TXFER	\$63,148.22
1/2/2018	TXFER	\$107,671.18
1/11/2018	TXFER	\$1,633.40
TOTAL		\$177,784.68
Amount due:		(\$0.00)

**AMELIA WALK**

### Special Assessment Receipts

**AW VENTURE II LLC - TOTAL ASSESSMENT OFF ROLL - PHASE 3-5 UNPLATTED**

\$299,264.68	\$395,471.45	\$694,736.13
43.08%	56.92%	

	NET AMOUNT ASSESSED	ASSESSMENTS COLLECTED	AMOUNT TRANSFERRED	AMOUNT TO BE TFR.
<i>O &amp; M</i>	\$299,264.68	\$74,816.17	(\$74,816.17)	\$0.00
<i>DEBT SERVICE</i>	\$395,471.45	\$0.00	<b>\$0.00</b>	\$0.00
<b>TOTAL</b>	<b>\$694,736.13</b>	<b>\$74,816.17</b>	<b>(\$74,816.17)</b>	<b>\$0.00</b>

25.00%  
0.00%

**TRANSFERS TO DEBT SERVICE:**

	NET AMOUNT ASSESSED	TAX COLLECTOR RECEIVED	DIRECT RECEIVED	TOTAL COLLECTED	NET PERCENTAGE COLLECTED
O & M	\$484,767.13	\$0.00	\$74,816.17	\$74,816.17	15.43%
DEBT SERVICE	\$795,328.89	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	\$1,280,096.02	\$0.00	\$74,816.17	\$74,816.17	



Bid Ranking Date: 2/20/2018		Amelia Walk Community Development District							
Bidder		Bidder Summary - Amelia Walk- Phase 3							
Price - Total Base Bid		AJ Johns	Besch & Smith	Florida Roads	Earthworks	MSC	W. Gardner	Petticoat	
Schedule - Total Calendar Days		\$2,831,659.49	\$3,010,789.05	\$2,922,617.18	\$2,699,348.10	\$2,882,078.34	\$2,781,344.69	\$3,358,618.22	
		263	214	252	219	260	209	213	
Ranking Criteria									
Personnel	10	10	10	10	10	10	10	10	10
Experience	20	20	20	20	20	20	19.5	20	20
Understanding of Scope	10	10	10	10	10	10	10	10	10
Financial Capability	10	10	10	10	10	10	10	10	10
Schedule A	15	11.9	14.6	12.4	14.3	12.1	15.0	14.7	14.7
Schedule B	10	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Price A	15	14.3	13.4	13.9	15.0	14.0	14.6	12.1	12.1
Price B	10	10.0	9.5	10.0	9.7	9.5	9.5	10.0	10.0
<b>Total Score</b>	<b>100</b>	<b>96.2</b>	<b>97.6</b>	<b>96.3</b>	<b>99.0</b>	<b>95.6</b>	<b>98.6</b>	<b>96.8</b>	
Preliminary Ranking		6	3	5	1	7	2	4	

Price - Lowest Base \$2,699,348.10

Schedule - Fewest Days 209

Cost Difference from Low Bid

Schedule Difference from Best

\$311,440.95	\$223,269.08	\$0.00	\$182,730.24	\$81,996.59	\$659,270.12
5	43	10	51	0	4

Amelia Concourse Clubhouse

All air ducts cleaned & treated with Microban	\$920
Ceilings painted	\$1250
Gym carpet cleaned and treated with Microban	\$324
Clean tile and grout in all restrooms and treat with Microban	\$650
Vacuum with hepa vac all walls, beams and exposed areas. Wipe down with Microban.	\$1600
Sofas and cushions vacuumed and sprayed with Microban. Clean exhaust fans and spray with Microban. Remove mold from 12 toilets and clean with steam cleaner.	\$528
Ozone air shock treatment	\$800
Total	\$6,072

If you want we can clean all bathroom fixtures including kitchen stove, sink, and refrigerator with steam. This will be extra.

I will have to get a separate price on fixing the exterior for water intrusion.

Larry Browning  
ASAP Amelia  
904-753-2777



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Client: John Brady  
Property: 85287 Majestic Walk Blvd  
Fernandina Beach, FL 32034

Home: (904) 726-7740

Operator: EDELEON

Estimator: Ed Deleon  
Position: Sr Lead Technician  
Company: PuroClean Emergency Services  
Business: 4737 Dellwood Ave  
Jacksonville, FL 32205

Business: (904) 573-3566  
E-mail: edeleon@puroclean.com

Type of Estimate: Mold Remediation

Date Entered: 2/2/2018

Date Assigned: 2/2/2018

Price List: FLJA8X\_FEB18

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2018-02-02-1220





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Grand Total

\$13,554.56

Ed Deleon  
Sr Lead Technician

### Grand Total Areas:

5,855.07 SF Walls  
2,673.96 SF Floor  
0.00 SF Long Wall

2,673.96 SF Ceiling  
297.11 SY Flooring  
0.00 SF Short Wall

8,529.03 SF Walls and Ceiling  
644.56 LF Floor Perimeter  
727.48 LF Ceil. Perimeter

2,673.96 Floor Area  
3,303.44 Exterior Wall Area

2,853.40 Total Area  
339.74 Exterior Perimeter of  
Walls

5,855.07 Interior Wall Area

0.00 Surface Area  
0.00 Total Ridge Length

0.00 Number of Squares  
0.00 Total Hip Length

0.00 Total Perimeter Length



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2018-02-02-1220

### Main Level

#### Main Level

##### DESCRIPTION

##### QTY

- |  |          |
|--|----------|
| 1. Equipment setup, take down, and monitoring (hourly charge)              | 3.00 HR  |
| 2. Add for personal protective equipment (hazardous cleanup)               | 16.00 EA |
| This covers ppe for four technicians with one change per day for two days. |          |
| 3. Add for HEPA filter (for canister/backpack vacuums)                     | 2.00 EA  |
| 4. Add for HEPA filter (for negative air exhaust fan)                      | 6.00 EA  |

#### Kitchen

Height: 8'

##### DESCRIPTION

##### QTY

- |   |           |
|---|-----------|
| 5. HEPA Vacuuming - Light - (PER SF)                  | 532.67 SF |
| 6. Clean the walls and ceiling                        | 410.67 SF |
| 7. Clean floor - tile                                 | 122.00 SF |
| 8. Clean window unit (per side) 10 - 20 SF            | 3.00 EA   |
| 9. Clean sink   | 1.00 EA   |
| 10. Clean sink faucet                                 | 1.00 EA   |
| 11. Clean countertop                                  | 8.00 SF   |
| 12. Clean cabinetry - upper - faces only              | 4.00 LF   |
| 13. Clean cabinetry - lower - faces only              | 4.00 LF   |
| 14. Clean microwave - over range - exterior           | 1.00 EA   |
| 15. Clean oven - exterior                             | 1.00 EA   |
| 16. Apply anti-microbial agent to more than the walls | 532.67 SF |

#### Amenities center

Height: 14'

##### DESCRIPTION

##### QTY

- |   |             |
|---|-------------|
| 17. Negative air fan/Air scrubber (24 hr period) - No monit.      | 6.00 DA     |
| This covers two air scrubbers for three days.                     |             |
| 18. Scaffolding Setup & Take down - per hour                      | 2.00 HR     |
| 19. Scaffold - per section (per day)                              | 4.00 DA     |
| This covers the use of two sections for two days.                 |             |
| 20. HEPA Vacuuming - Light - (PER SF)                             | 3,294.60 SF |
| 21. Hazardous Waste/Mold Cleaning Technician - per hour           | 10.00 HR    |
| This covers two technicians cleaning all contents for five hours. |             |
| 22. Clean the walls and ceiling                                   | 2,412.46 SF |

2018-02-02-1220

2/13/2018

Page: 2



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### CONTINUED - Amenities center

DESCRIPTION	QTY
23. Clean floor and seal - wood	882.14 SF
24. Clean window unit (per side) 21 - 40 SF	1.00 EA
25. Apply anti-microbial agent to more than the walls	3,294.60 SF

#### Mens bath

Height: 8'

DESCRIPTION	QTY
26. HEPA Vacuuming - Light - (PER SF)	272.20 SF
27. Clean more than the walls and ceiling	272.20 SF
28. Clean toilet partition - per stall	1.00 EA
29. Clean toilet	1.00 EA
30. Clean toilet seat	1.00 EA
31. Clean sink faucet	1.00 EA
32. Clean sink	1.00 EA
33. Apply anti-microbial agent to more than the walls	272.20 SF

#### Hallway

Height: 8'

DESCRIPTION	QTY
34. HEPA Vacuuming - Light - (PER SF)	235.49 SF
35. Clean more than the walls and ceiling	235.49 SF
36. Apply anti-microbial agent to more than the walls	235.49 SF

#### Womens bath

Height: 8'

DESCRIPTION	QTY
37. HEPA Vacuuming - Light - (PER SF)	252.16 SF
38. Clean more than the walls and ceiling	252.16 SF
39. Clean toilet partition - per stall	1.00 EA
40. Clean toilet	1.00 EA
41. Clean toilet seat	1.00 EA
42. Clean sink faucet	1.00 EA
43. Clean sink	1.00 EA
44. Apply anti-microbial agent to more than the walls	252.16 SF



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### Hallway

#### DESCRIPTION

Height: 8'

QTY

45. HEPA Vacuuming - Light - (PER SF)	584.82 SF
46. Clean the walls and ceiling	469.60 SF
47. Clean and deodorize carpet	115.22 SF
48. Apply anti-microbial agent to more than the walls	584.82 SF

### Cardio Area

#### DESCRIPTION

Height: 8'

QTY

49. Negative air fan/Air scrubber (24 hr period) - No monit. This covers one air scrubber for three days.	3.00 DA
50. Hazardous Waste/Mold Cleaning Technician - per hour This covers cleaning of exercise equipment with two technicians for one and a half hours each.	3.00 HR
51. HEPA Vacuuming - Light - (PER SF)	1,862.64 SF
52. Clean the walls and ceiling	1,278.50 SF
53. Clean and deodorize carpet	584.15 SF
54. Apply anti-microbial agent to more than the walls	1,862.64 SF

### Card Room

#### DESCRIPTION

Height: 8'

QTY

55. Negative air fan/Air scrubber (24 hr period) - No monit. This covers one air scrubber for three days.	3.00 DA
56. HEPA Vacuuming - Light - (PER SF)	810.54 SF
57. Clean the walls and ceiling	640.49 SF
58. Clean floor	170.05 SF
59. Apply anti-microbial agent to more than the walls	810.54 SF

### Bathroom

#### DESCRIPTION

Height: 8'

QTY

60. HEPA Vacuuming - Light - (PER SF)	215.85 SF
61. Clean more than the walls and ceiling	215.85 SF
62. Apply anti-microbial agent to more than the walls	215.85 SF

### Common area

#### DESCRIPTION

Height: 8'

QTY

2018-02-02-1220

2/13/2018

Page: 4





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### CONTINUED - Common area

DESCRIPTION	QTY
63. HEPA Vacuuming - Light - (PER SF)	262.40 SF
64. Clean more than the walls and ceiling	262.40 SF
65. Apply anti-microbial agent to more than the walls	262.40 SF

#### Mens

DESCRIPTION	Height: 8' QTY
66. HEPA Vacuuming - Light - (PER SF)	521.76 SF
67. Clean more than the walls and ceiling	521.76 SF
68. Clean toilet partition - per stall This covers the cleaning of three stalls.	3.00 EA
69. Clean toilet This covers cleaning of three toilets.	3.00 EA
70. Clean sink faucet This covers cleaning three sink faucets.	3.00 EA
71. Clean sink This covers cleaning three sinks.	3.00 EA
72. Clean mirror This covers cleaning three mirrors that are four sq feet.	12.00 SF
73. Clean toilet seat This covers cleaning toilet seats for three toilets.	3.00 EA
74. Apply anti-microbial agent to more than the walls	521.76 SF

#### Womans

DESCRIPTION	Height: 8' QTY
75. Negative air fan/Air scrubber (24 hr period) - No monit. This covers one air scrubber for three days.	3.00 DA
76. HEPA Vacuuming - Light - (PER SF)	983.26 SF
77. Clean more than the walls and ceiling	983.26 SF
78. Clean toilet partition - per stall This covers the cleaning of four stalls.	4.00 EA
79. Clean toilet This covers cleaning of four toilets.	4.00 EA
80. Clean sink faucet This covers cleaning three sink faucets.	3.00 EA
81. Clean sink	3.00 EA



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### CONTINUED - Womans

DESCRIPTION	QTY
This covers cleaning three sinks.	
82. Clean mirror	12.00 SF
This covers cleaning three mirrors that are four sq feet.	
83. Clean toilet seat	4.00 EA
This covers cleaning toilet seats for four toilets.	
84. Apply anti-microbial agent to more than the walls	983.26 SF
<b>Office 1</b>	
	Height: 8'
DESCRIPTION	QTY
85. HEPA Vacuuming - Light - (PER SF)	252.16 SF
86. Clean more than the walls and ceiling	252.16 SF
87. Cleaning Technician - per hour	0.50 HR
This covers cleaning of contents in office.	
88. Apply anti-microbial agent to more than the walls	252.16 SF
<b>Office 2</b>	
	Height: 8'
DESCRIPTION	QTY
89. HEPA Vacuuming - Light - (PER SF)	235.49 SF
90. Clean more than the walls and ceiling	235.49 SF
91. Cleaning Technician - per hour	0.50 HR
This covers cleaning of contents in office.	
92. Apply anti-microbial agent to more than the walls	235.49 SF
<b>Office 3</b>	
	Height: 8'
DESCRIPTION	QTY
93. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00 DA
This covers one air scrubber for three days.	
94. HEPA Vacuuming - Light - (PER SF)	272.20 SF
95. Clean more than the walls and ceiling	272.20 SF
96. Cleaning Technician - per hour	0.50 HR
This covers cleaning of contents in office.	
97. Apply anti-microbial agent to more than the walls	272.20 SF



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- 9 9-Amenities center  
Date Taken: 2/2/2018



- 10 10-Cardio room  
Date Taken: 2/2/2018







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- 7 7-Amenities center  
Date Taken: 2/2/2018



- 8 8-Amenities center  
Date Taken: 2/2/2018







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- 5 5-Amenities center  
Date Taken: 2/2/2018



- 6 6-Amenities center  
Date Taken: 2/2/2018





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- 1 1-Amenities center  
Date Taken: 2/2/2018



- 2 2-Amenities center  
Date Taken: 2/2/2018







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### 3 3-Entry

Date Taken: 2/2/2018



### 4 4-Amenities center

Date Taken: 2/2/2018





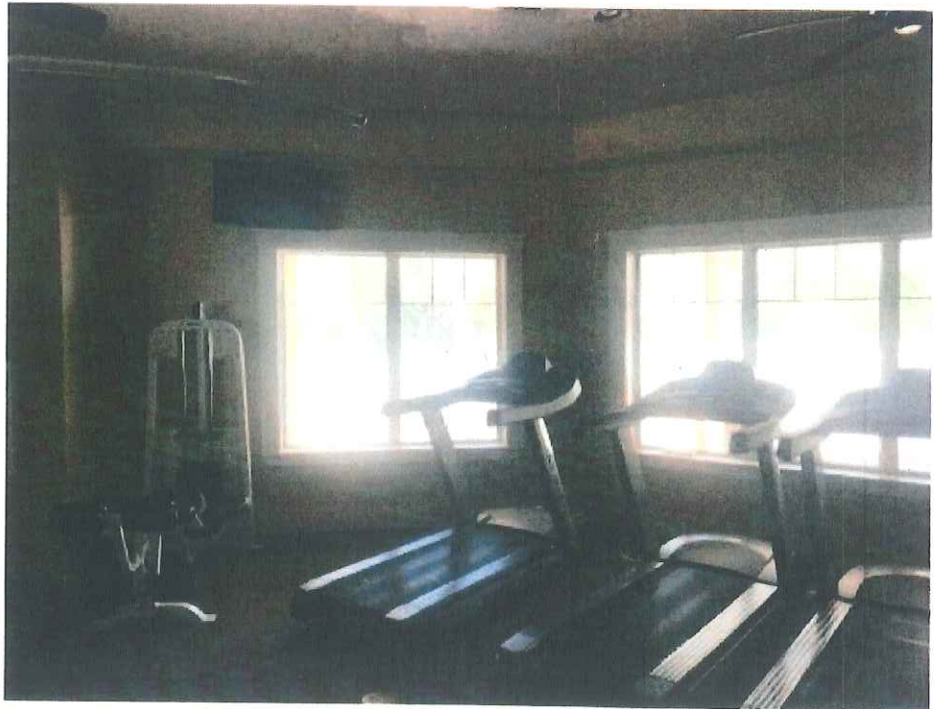
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- 11 11-Cardio room  
Date Taken: 2/2/2018



- 12 12-Cardio room  
Date Taken: 2/2/2018







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### 13 13-Cardio room

Date Taken: 2/2/2018



### 14 14-Cardio room

Date Taken: 2/2/2018





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15 15-Cardio room  
Date Taken: 2/2/2018



16 16-Card Room  
Date Taken: 2/2/2018





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### 17 17-Card Room

Date Taken: 2/2/2018



### 18 18-Card Room

Date Taken: 2/2/2018







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19 19-Card Room

Date Taken: 2/2/2018



20 20-Card Room

Date Taken: 2/2/2018

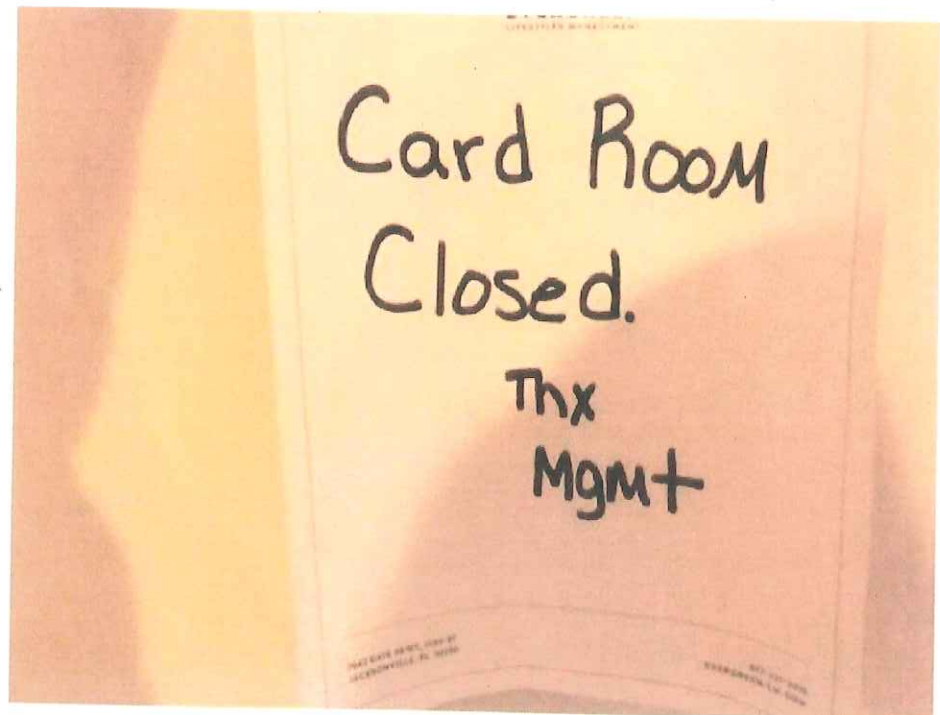




Figure 1 is a detailed floor plan of the existing building. The plan is oriented with a north arrow pointing towards the top right. The layout includes several rooms and corridors. On the left side, there are three Office rooms, a Reception area, a Common area, and restrooms for Men and Women. A central corridor, labeled 'Walk way', runs through the middle of the building. To the right of the walkway is a large Cardio Area. Further to the right, there is a Kitchen, an Amenities center, and restrooms for Women and Men. Various dimensions are indicated throughout the plan, such as 15.0, 10.0, 12.0, 14.0, 16.0, 18.0, 20.0, 22.0, 24.0, 26.0, 28.0, 30.0, 32.0, 34.0, 36.0, 38.0, 40.0, 42.0, 44.0, 46.0, 48.0, 50.0, 52.0, 54.0, 56.0, 58.0, 60.0, 62.0, 64.0, 66.0, 68.0, 70.0, 72.0, 74.0, 76.0, 78.0, 80.0, 82.0, 84.0, 86.0, 88.0, 90.0, 92.0, 94.0, 96.0, 98.0, 100.0, 102.0, 104.0, 106.0, 108.0, 110.0, 112.0, 114.0, 116.0, 118.0, 120.0, 122.0, 124.0, 126.0, 128.0, 130.0, 132.0, 134.0, 136.0, 138.0, 140.0, 142.0, 144.0, 146.0, 148.0, 150.0, 152.0, 154.0, 156.0, 158.0, 160.0, 162.0, 164.0, 166.0, 168.0, 170.0, 172.0, 174.0, 176.0, 178.0, 180.0, 182.0, 184.0, 186.0, 188.0, 190.0, 192.0, 194.0, 196.0, 198.0, 200.0, 202.0, 204.0, 206.0, 208.0, 210.0, 212.0, 214.0, 216.0, 218.0, 220.0, 222.0, 224.0, 226.0, 228.0, 230.0, 232.0, 234.0, 236.0, 238.0, 240.0, 242.0, 244.0, 246.0, 248.0, 250.0, 252.0, 254.0, 256.0, 258.0, 260.0, 262.0, 264.0, 266.0, 268.0, 270.0, 272.0, 274.0, 276.0, 278.0, 280.0, 282.0, 284.0, 286.0, 288.0, 290.0, 292.0, 294.0, 296.0, 298.0, 300.0, 302.0, 304.0, 306.0, 308.0, 310.0, 312.0, 314.0, 316.0, 318.0, 320.0, 322.0, 324.0, 326.0, 328.0, 330.0, 332.0, 334.0, 336.0, 338.0, 340.0, 342.0, 344.0, 346.0, 348.0, 350.0, 352.0, 354.0, 356.0, 358.0, 360.0, 362.0, 364.0, 366.0, 368.0, 370.0, 372.0, 374.0, 376.0, 378.0, 380.0, 382.0, 384.0, 386.0, 388.0, 390.0, 392.0, 394.0, 396.0, 398.0, 400.0, 402.0, 404.0, 406.0, 408.0, 410.0, 412.0, 414.0, 416.0, 418.0, 420.0, 422.0, 424.0, 426.0, 428.0, 430.0, 432.0, 434.0, 436.0, 438.0, 440.0, 442.0, 444.0, 446.0, 448.0, 450.0, 452.0, 454.0, 456.0, 458.0, 460.0, 462.0, 464.0, 466.0, 468.0, 470.0, 472.0, 474.0, 476.0, 478.0, 480.0, 482.0, 484.0, 486.0, 488.0, 490.0, 492.0, 494.0, 496.0, 498.0, 500.0, 502.0, 504.0, 506.0, 508.0, 510.0, 512.0, 514.0, 516.0, 518.0, 520.0, 522.0, 524.0, 526.0, 528.0, 530.0, 532.0, 534.0, 536.0, 538.0, 540.0, 542.0, 544.0, 546.0, 548.0, 550.0, 552.0, 554.0, 556.0, 558.0, 560.0, 562.0, 564.0, 566.0, 568.0, 570.0, 572.0, 574.0, 576.0, 578.0, 580.0, 582.0, 584.0, 586.0, 588.0, 590.0, 592.0, 594.0, 596.0, 598.0, 600.0, 602.0, 604.0, 606.0, 608.0, 610.0, 612.0, 614.0, 616.0, 618.0, 620.0, 622.0, 624.0, 626.0, 628.0, 630.0, 632.0, 634.0, 636.0, 638.0, 640.0, 642.0, 644.0, 646.0, 648.0, 650.0, 652.0, 654.0, 656.0, 658.0, 660.0, 662.0, 664.0, 666.0, 668.0, 670.0, 672.0, 674.0, 676.0, 678.0, 680.0, 682.0, 684.0, 686.0, 688.0, 690.0, 692.0, 694.0, 696.0, 698.0, 700.0, 702.0, 704.0, 706.0, 708.0, 710.0, 712.0, 714.0, 716.0, 718.0, 720.0, 722.0, 724.0, 726.0, 728.0, 730.0, 732.0, 734.0, 736.0, 738.0, 740.0, 742.0, 744.0, 746.0, 748.0, 750.0, 752.0, 754.0, 756.0, 758.0, 760.0, 762.0, 764.0, 766.0, 768.0, 770.0, 772.0, 774.0, 776.0, 778.0, 780.0, 782.0, 784.0, 786.0, 788.0, 790.0, 792.0, 794.0, 796.0, 798.0, 800.0, 802.0, 804.0, 806.0, 808.0, 810.0, 812.0, 814.0, 816.0, 818.0, 820.0, 822.0, 824.0, 826.0, 828.0, 830.0, 832.0, 834.0, 836.0, 838.0, 840.0, 842.0, 844.0, 846.0, 848.0, 850.0, 852.0, 854.0, 856.0, 858.0, 860.0, 862.0, 864.0, 866.0, 868.0, 870.0, 872.0, 874.0, 876.0, 878.0, 880.0, 882.0, 884.0, 886.0, 888.0, 890.0, 892.0, 894.0, 896.0, 898.0, 900.0, 902.0, 904.0, 906.0, 908.0, 910.0, 912.0, 914.0, 916.0, 918.0, 920.0, 922.0, 924.0, 926.0, 928.0, 930.0, 932.0, 934.0, 936.0, 938.0, 940.0, 942.0, 944.0, 946.0, 948.0, 950.0, 952.0, 954.0, 956.0, 958.0, 960.0, 962.0, 964.0, 966.0, 968.0, 970.0, 972.0, 974.0, 976.0, 978.0, 980.0, 982.0, 984.0, 986.0, 988.0, 990.0, 992.0, 994.0, 996.0, 998.0, 1000.0, 1002.0, 1004.0, 1006.0, 1008.0, 1010.0, 1012.0, 1014.0, 1016.0, 1018.0, 1020.0, 1022.0, 1024.0, 1026.0, 1028.0, 1030.0, 1032.0, 1034.0, 1036.0, 1038.0, 1040.0, 1042.0, 1044.0, 1046.0, 1048.0, 1050.0, 1052.0, 1054.0, 1056.0, 1058.0, 1060.0, 1062.0, 1064.0, 1066.0, 1068.0, 1070.0, 1072.0, 1074.0, 1076.0, 1078.0, 1080.0, 1082.0, 1084.0, 1086.0, 1088.0, 1090.0, 1092.0, 1094.0, 1096.0, 1098.0, 1100.0, 1102.0, 1104.0, 1106.0, 1108.0, 1110.0, 1112.0, 1114.0, 1116.0, 1118.0,

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