



**COCO PALMS
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
SEPTEMBER 20, 2017
11:15 A.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
730 NW 107th Avenue,
Third Floor, Suite 300 Meeting Room
Miami, Florida 33172
REGULAR BOARD MEETING
September 20, 2017
11:15 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Resignations (Yadira Monzon & Indira Jimenez) and Appointments
- E. Administer Oath of Office and Review Board Member Duties & Responsibilities
- F. Election of Officers (as required)
 - Chairperson
 - Vice Chairperson
 - Secretary/Treasurer
 - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. June 21, 2017 Regular Board Meeting & Public Hearing.....Page 2
 - 2. June 29, 2017 *Reconvened* Regular Board Meeting – (meeting was not held, no minutes)
 - 3. July 19, 2017 Regular Board Meeting – (meeting cancelled, no minutes)
 - 4. August 16, 2017 Regular Board Meeting – (meeting cancelled, no minutes)
- J. Old Business
 - 1. Staff Report: As Required
- K. New Business
 - 1. Discussion Regarding Annexation Area (24.96+/- Acres) and Approval of Annexation Agreement with Landowner.....Page 7
 - 2. Staff Report as Required
- L. Administrative & Operational Matters
 - 1. Staff Report: As Required
- M. Board Member & Staff Closing Comments
- N. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:


Before the undersigned authority personally appeared OCTELMA V. FERBEYRE, who on oath says that he or she is the VICE PRESIDENT, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2016/2017 REGULAR MEETING SCHEDULE

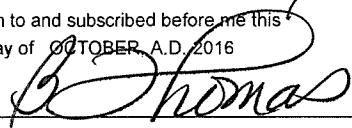
in the XXXX Court,
was published in said newspaper in the issues of

10/03/2016

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

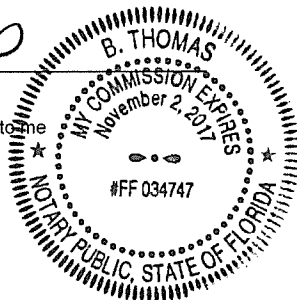


Sworn to and subscribed before me this
3 day of OCTOBER, A.D. 2016



(SEAL)

OCTELMA V. FERBEYRE personally known to me



**COCO PALMS COMMUNITY DEVELOPMENT
DISTRICT FISCAL YEAR 2016/2017
REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Coco Palms Community Development District will hold Regular Meetings at Lennar Homes, LLC located at 730 NW 107th Avenue, 3rd Floor, Suite 300 Meeting Room, Miami, Florida 33172 at 11:15 a.m. on the following dates:

- October 19, 2016
- November 16, 2016
- December 21, 2016
- January 18, 2017
- February 15, 2017
- March 15, 2017
- April 19, 2017
- May 17, 2017
- June 21, 2017
- July 19, 2017
- August 16, 2017
- September 20, 2017

The purpose of the meetings is for the Board to consider District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT

www.cocopalmscdd.org
10/3

16-38/0000156988M

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 21, 2017

A. CALL TO ORDER

District Manager Neil Kalin called the June 21, 2017, Regular Board Meeting of the Coco Palms Community Development District to order at 11:12 a.m. in the Suite 300 Meeting Room of 730 NW 107th Avenue, Miami, Florida 33172.

B. PROOF OF PUBLICATION

Mr. Kalin presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 3, 2016, June 1, 2017 and June 8, 2017, as legally required.

C. ESTABLISH A QUORUM

Mr. Kalin determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Chairperson Carolina Herrera and Supervisors Raisa Krause and Yadira Monzon.

Staff in attendance included: District Managers Neil Kalin and Armando Silva of Special District Services, Inc.; and District Counsel Gerald Knight of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. April 19, 2017, Regular Board Meeting

Mr. Kalin presented the April 19, 2017, Regular Board Meeting minutes and asked if there were any comments and/or changes. There being no changes, a **motion** was made by Ms. Monzon, seconded by Ms. Krause and unanimously passed to approve the April 19, 2017, Regular Board Meeting minutes, as presented.

Note: At approximately 11:19 a.m., Mr. Kalin recessed the Regular Board Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 21, 2017

Mr. Kalin presented proof of publication that notice of the Public Hearing had been published in the *Miami Daily Business Review* on June 1, 2017, and June 8, 2017, as legally required.

2. Receive Public Comment on the Fiscal Year 2017/2018 Final Budget & Assessments

Mr. Kalin opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2017/2018 budget and non-ad valorem special assessments. There being no public comments, Mr. Kalin closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2017-04 – Adopting a Fiscal Year 2017/2018 Final Budget

Mr. Kalin presented Resolution No. 2017-04, entitled:

RESOLUTION NO. 2017-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
APPROVING AND ADOPTING A FISCAL YEAR 2017/2018 FINAL
BUDGET INCLUDING NON-AD VALOREM SPECIAL
ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Kalin read the title of the resolution into the record and stated that it provides for the adoption of the fiscal year 2017/2018 final budget and non-ad valorem special assessment tax roll. A copy of the tax roll was provided at the meeting. A discussion ensued after which:

A **motion** was made by Ms. Monzon, seconded by Ms. Krause and unanimously passed to approve and adopt Resolution No. 2017-04, *as presented*, thereby setting the Coco Palms Community Development District fiscal year 2017/2018 final budget and approving the non-ad valorem special assessment tax roll.

Note: At approximately 11:22 a.m., Mr. Kalin closed the Public Hearing and simultaneously reconvened the Regular Board Meeting.

H. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

I. NEW BUSINESS

1. Consider Resolution No. 2017-05 – Adopting a Fiscal Year 2017/2018 Regular Meeting Schedule

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 21, 2017

Mr. Kalin presented Resolution No. 2017-05, entitled:

RESOLUTION NO. 2017-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COCO PALMS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2017/2018 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDE AN EFFECTIVE DATE.

Mr. Kalin provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Monzon, seconded by Ms. Krause and unanimously passed to approve and adopt Resolution No. 2017-05, *as presented*, thereby setting the Coco Palms Community Development District fiscal year 2017/2018 regular meeting schedule and authorizing the publication of said schedule, as required by law.

2. Consider Resolution No. 2017-06 – Amending Resolution No. 2017-01 – Acreage Revision

Mr. Kalin presented Resolution No. 2017-06, entitled:

RESOLUTION NO. 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COCO PALMS COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION NO. 2017-01, AUTHORIZING THE FILING OF A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT, PROVIDING FOR THE CORRECTED EXPANSION AREA ACREAGE; AND PROVIDE AN EFFECTIVE DATE.

Mr. Kalin provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Monzon, seconded by Ms. Krause and unanimously passed to approve and adopt Resolution No. 2017-06, *as presented*, thereby amending Resolution No. 2017-01 to provide corrected acreage of expansion area.

3. Staff Report, as Required

There was no Staff Report at this time.

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 21, 2017

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Financial Risk Management Policy Review/Update – FY 2016-2017

Mr. Kalin informed the Board Members that as part of best management practices and to satisfy annual audit requirements/procedures, the District Manager (SDS, Inc.) takes certain measures and implements procedures to identify and mitigate financial mismanagement/fraud risks as follows:

a. Each month the District’s operating/checking bank account is reconciled by an authorized person who has not deposited funds to, processed expenditures or written checks from, that particular operating/checking account; and

b. Each expenditure from the District’s operating/checking account requires a minimum of two (2) approvals from authorized staff and/or District officials and the respective approvals are provided by persons other than the preparer of the expenditure; and

c. All financial transactions are logged and maintained by the District Manager for record keeping purposes; and

d. A designated member of the Board, typically the Chairperson (by an electronic approval procedure), has an opportunity to review the District’s expenditure(s) prior to the payment(s) being released; and

e. The District engages an independent firm, pursuant to Chapter 218.391, Florida Statutes, to audit the prior year’s financial activities (October 1st through September 30th) from which an independent fiscal year annual audit is prepared; and

f. Within sixty (60) days of the end of each fiscal year (September 30th) the District’s Board of Supervisors reviews, pursuant to Chapter 189.418(5), Florida Statutes, the prior year’s budget relative to actual revenues and expenditures and adopts by resolution an amended/revised final budget.

2. Statement of Financial Interests – 2016 Form 1 Filing Deadline: July 3, 2017

The Board was reminded of the importance of completing and mailing to the Supervisor of Elections within the County of residency their individual 2016 Statement of Financial Interests Form 1 (“Form”). It was noted that the deadline for submitting the Form is July 3, 2017.

3. Add-On Item – Discussion Regarding Annexation and Sale of Property

The District, currently in the process of expanding its boundaries (the addition of approximately 24.96 acres), has been requested by the managing member of SFI Palm Tree Farms, LLC, the owner of the parcel being annexed, due to the timing of the petition

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 21, 2017

to expand the boundaries of the District, to consider an agreement between the District and SFI Palm Tree Farms, LLC that should the pending sale of the annexed parcel to the entity Coco Palm 82, LLC not close or fail for other reasons prior to parcel annexation into the District, then there would be a provision for the annexed parcel to be de-annexed from the District. A discussion ensued after which;

A **motion** was made by Ms. Monzon, seconded by Ms. Herrera and unanimously passed authorizing Staff to prepare an agreement and/or resolution between the District and the current owner (SFI Palm Tree Farms, LLC) of the area being annexed that should the sale of the 24.96 acre annexation parcel not close with Coco Palm 82, LLC, that the agreement and/or resolution would provide for the parcel owned by SFI Palm Tree Farms, LLC to be de-annexed from the District's boundaries.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

In consideration of the importance of the above Add-On Item, District Staff recommended that the Board consider recessing the Coco Palms Community Development District Regular Board Meeting and reconvening to a stated date and time. A discussion ensued after which;

A **motion** was made by Ms. Krause, seconded by Ms. Monzon and unanimously passed to *recess* the Coco Palms Community Development District Regular Board Meeting at approximately 11:34 a.m. and to *reconvene* the Regular Board Meeting at 10:00 a.m. on June 29, 2017, at Lennar Homes, LLC in the Suite 300 Meeting Room located at 730 NW 107th Avenue, 3rd Floor, Miami, Florida 33172.

L. ADJOURNMENT

SEE ABOVE ACTION

Note: The recessed Coco Palms Community Development District Regular Meeting of June 21, 2017 to reconvene on June 29, 2017 at 10:00 a.m. was not held; therefore, the meeting of June 21, 2017 has been officially closed.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

COOPERATION AND INDEMNITY AGREEMENT

This Agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2017 (the “**Effective Date**”), by and between:

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**District**”);

ORION-DNK, LLC, a Florida limited liability company (“**Purchaser**”); and

SFI PALM TREE FARMS LLC, a Delaware limited liability company (“**Landowner**”)

RECITALS:

WHEREAS, Landowner is the owner of certain real property located in Miami-Dade County, Florida, which real property is described in **Exhibit “A”** attached hereto (“**Property**”); and

WHEREAS, Purchaser is the contract vendee of the Property pursuant to that certain Purchase and Sale Agreement dated as of November 28, 2016, as amended (“**PSA**”); and

WHEREAS, Purchaser wishes to petition Miami-Dade County to annex the Property into the boundaries of the District (the “**Annexation**”); and

WHEREAS, Landowner is willing to cooperate with Purchaser with respect to the Annexation provided that the Purchaser provide adequate protections and the District agree to sequence of events for the Annexation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

Section 1: INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

Section 2: ANNEXATION PETITION. The District may petition for all governmental consents and approvals necessary to process the Annexation, but not including scheduling the final ordinance permitting the Annexation to be affected unless and until Purchaser (or Purchaser’s assigns) acquires title to the Property from Landowner. The parties agree and acknowledge that all costs and expenses associated with the Annexation shall be borne by Purchaser or parties other than Landowner, and the District shall have no right to look to Landowner for the payment thereof. The District and Landowner shall not be required to fund any costs or expenses associated with the Annexation. For as long as Landowner is the owner of any portion of the Property: (i) the District shall not request a final reading of the ordinance to approve the Annexation, (ii) if notwithstanding the foregoing, a final reading of the ordinance approving the Annexation is scheduled, the District shall forthwith exercise its right to withdraw the petition

for the Annexation so that Annexation cannot occur, and (iii) the parties shall not record any restrictive covenants relating to the Annexation in the Official Records against the Property. The District shall have no further obligation under the terms of this Agreement after the Purchaser obtains title to the Property.

Section 3: INDEMNITY.

It is the intention of the parties hereto that Annexation of the Property not be permitted prior to closing the sale of the Property to Purchaser or its permitted assigns, but that the process of annexing the Property to the District be allowed to commence. It is specifically not the intention of Landowner to allow the Property to be included within the boundaries of the District if the closing under the PSA does not occur, nor is Landowner willing to incur any expense, cost or liability, including special assessment or other tax liability to the District, directly or indirectly related to Annexation nor to place the Property under any form of control by the District or pursuant to any Restrictive Covenants.

Purchaser hereby agrees to indemnify, defend and hold Landowner harmless from and against any and all liens, claims, causes of action, damages, liabilities, taxes, assessments and expenses (including reasonable attorneys' fees) arising out of or in any way relating to the petition for Annexation or any other circumstance that might result in the existence of the Property within the boundaries of the District or subject to any related Restrictive Covenants. Purchaser's obligations under this Section shall survive the termination of the PSA (including without limitation due to the closing of the transactions contemplated thereby) and this Agreement. By its signature below, Orion Buying Corp. ("Guarantor") guarantees payment of the foregoing obligations of Purchaser as a separate and independent obligation of Guarantor.

Section 4: DEFAULT. In the event the District or the Purchaser defaults in its obligations under this Agreement, Landowner shall, at its sole discretion, have the right to: (i) terminate proceedings for the Annexation, (ii) not pay any taxes or assessments against the Property imposed by or for the District, and (iii) require the District to provide any and all documentation, including written consent, necessary for the Landowner to apply for the contraction of the District boundaries to remove the Property therefrom, and Purchaser shall immediately reimburse to the Landowner all costs and expenses incurred in connection therewith.

Section 5: SUCCESSORS. The rights created by this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, receivers, trustees, successors and permitted assigns, regardless of whether a separate assignment of this Agreement is executed and delivered to such heirs, executors, receivers, trustees, successors and permitted assigns. No such assignment shall relieve a party of its obligations hereunder or grant any person rights against Landowner, except as expressly permitted by the PSA.

Section 6: CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

Section 7: ENTIRE AGREEMENT. This Agreement contains the entire understanding between District, Landowner and Purchaser, and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained. This Agreement is entered into by Landowner and Purchaser pursuant to, and is not an amendment of, the PSA and Landowner undertakes no obligations to Purchaser in addition to those expressly set forth in the PSA.

Section 8: CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

Section 9: SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 10: EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

Section 11: 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.

Section 12: AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

Section 13: AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by a party hereto to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Section 14: APPLICABLE LAW; VENUE. This Agreement is made and shall be construed under the laws of the State of Florida without regard to principles of conflicts of law,

and venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County, Florida.

Section 15: COSTS AND FEES. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that each party shall bear its own attorneys' fees and costs incurred for trial, alternative dispute resolution, or appellate proceedings, except as may be otherwise expressly set forth in the PSA or in Section 4 of this Agreement.

Section 16: NOTICE. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile or electronic mail, upon delivery (but only so long as a copy of the notice is also sent by another method provided for in this Section); (c) if sent by overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

If to the District: Coco Palms Community Development District
 c/o Special District Services, Inc.
 6625 Miami Lakes Drive, #374
 Miami Lakes, Florida 33014
 Attention: Neil Kalin
 Email Address: nkalin@sdsinc.org

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
 SunTrust Center, Sixth Floor
 515 East Las Olas Boulevard
 Fort Lauderdale, Florida 33301
 Attention: Dennis E. Lyles, Esq.
 Email Address: dlyles@bclmr.com

If to Landowner: SFI PALM TREE FARMS, LLC
 c/o iStar Inc.
 3232 W. Lake Mary Blvd., Suite 1410
 Attention: Donald E. Mears, Jr., Vice president - Land
 Email Address: dmears@istar.com

With a copy to: iStar Inc.
 1114 Avenue of the Americas
 New York, NY 10036
 Attn.: Mary-Beth Roselle, Esq.
 Email Address: mroselle@istar.com

And a copy to: Carlton Fields Jordan Burt, P.A.
4221 W. Boy Scout Blvd, Suite 1000
Tampa, FL 33607
Attn.: Richard Linqanti
Email Address: rlinquanti@carltonfields.com

If to Purchaser: ORION-DNK, LLC
200 South Biscayne Blvd., Sixth Floor
Miami, FL 33131
E-mail Address: ksanz@orionmiami.com

With a copy to: Norman S. Weider, Esq.
200 South Biscayne Blvd., Sixth Floor
Miami, FL 33131
E-mail Address: normanweider@msn.com

If to Guarantor: Orion Buying Corp.
200 South Biscayne Blvd., Sixth Floor
Miami, FL 33131
E-mail Address: ksanz@orionmiami.com

With a copy to: Norman S. Weider, Esq.
200 South Biscayne Blvd., Sixth Floor
Miami, FL 33131
E-mail Address: normanweider@msn.com

The respective attorneys for Landowner, Purchaser and the District are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the District and Landowner have executed this Agreement as of the respective dates set forth below.

Attest:

**COCO PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Date: _____, 2017

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chairperson/Vice Chairperson of the Board of Supervisors of the **COCO PALMS COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Secretary/Assistant Secretary of the Board of Supervisors of the **COCO PALMS COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON NEXT PAGE]

Witnesses:

SFI PALM TREE FARMS LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Print Name

Its: _____

Date: _____, 2017

Print Name

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was acknowledged before me this ___ day of _____, 2017,
by _____, as _____ of SFI PALM TREE FARMS
LLC, a Delaware limited liability company, on behalf of said company. He/She is personally
known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

Witnesses:

Print Name

Print Name

ORION-DNK, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2017

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, as _____ of Orion-DNK, LLC a Florida limited liability company, on behalf of said company. He/She is personally known and/or produced _____ as identification.

[SEAL]

Notary Public

Commission Expires: _____

Witnesses:

Print Name

Print Name

ORION BUYING CORP.
a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____, 2017

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, as _____ of Orion Buying Corp., a Florida corporation, on behalf of said company. He/She is personally known and/or produced _____ as identification.

[SEAL]

Notary Public

Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171 , Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last describe line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 1,087,166.27 Square Feet or 24.96 Acres more or less.

C:\FORD COMPANIES\ENGINEERING AND SURVEYING\SKETCH AND LEGAL CDD BOUNDARY\16A074-1000 COCO PALM CDD BOUNDARY EXPANDED.DWG

COCO PALM ESTATES CDD BOUNDARY EXPANION AREA



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TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY GEOMETRICAL SKETCH			
PREPARED FOR: LENNAR HOMES, LLC			
DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	SHEET: 2	
CHK. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 16A074-1000	OF 3 SHEETS	