WEST VILLAGES
IMPROVEMENT DISTRICT

CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
NOVEMBER 15, 2018
11:00 A.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.westvillagesid.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile
WEST VILLAGES IMPROVEMENT DISTRICT
City of North Port
4970 City Hall Boulevard
North Port, FL 34286
REGULAR BOARD MEETING
November 15, 2018
11:00 a.m.

A. Call to Order
B. Proof of Publication
C. Seat New Board Members
D. Administer Oath of Office & Review Board Member Responsibilities and Duties
E. Establish Quorum
F. Election of Officers
   • Chairman
   • Vice Chairman
   • Secretary/Treasurer
   • Assistant Secretaries
G. Additions or Deletions
H. Comments from the Public
I. Approval of Minutes
   1. October 11, 2018 Regular Board Meeting
J. General District Matters
   1. Consider Resolution No. 2018-20 – Adopting a Fiscal Year 2017/2018 Amended Budget
      • Audience Comments
K. Unit of Development No. 1
   1. Consider Approval of Change Order No. 1 Under Work Authorization No. 27 (West Villages Parkway and US-41) Traffic Signal Design Project
      • Audience Comments
   2. Consider Approval of Change No. 1 Under Work Authorization No. 28 Intersection Improvements at Future Preto Blvd and US-41 Project
      • Audience Comments
   3. Consider Approval of Change Order No. 8 to Fredrick Derr & Company, Inc. for Preto Boulevard Improvements
      • Audience Comments
   4. Consider Approval of Work Authorization No. 40 for Services Associated with West Villages Improvement District Village D Sidewalk from West Villages Parkway to Island Walk
      • Audience Comments
   5. Consider Ratification of License Agreement with Sarasota Memorial Hospital for Materials Storage and Signage Installation
      • Audience Comments
   6. Consider Ratification of Purchase of Pump Station Upgrades
      • Audience Comments
L. Unit of Development No. 2
M. Unit of Development No. 3
1. Consider Approval of Gran Paradiso Phase 4E Plat.................................................................Page 60
   • Audience Comments

N. Unit of Development No. 4
1. Consider Approval of Conveyance of Oasis Stormwater Ponds and Conservation Areas
to WVID........................................................................................................................................Page 61
   • Audience Comments

O. Unit of Development No. 5
1. Consider Approval of Tri-Party Agreement Between Developer, Braves and District
   Regarding Construction and Operation of Signage........................................................................Page 64
   • Audience Comments
2. Consider Approval of Conveyances for West Villages Parkway Realignment:
   a. Consider Approval of Conveyance from WVID to Developer..................................................Page 76
   b. Consider Approval of Conveyance from Developer to WVID..................................................Page 81
      • Audience Comments
3. Consider Approval of Change Order No. 12 to Barton Malow for Stadium Construction
   Agreement.......................................................................................................................................Page 94
      • Audience Comments

P. Unit of Development No. 6 (Master Irrigation)
1. Consider Ratification of Purchase of Materials Pertaining to Irrigation System Upgrade
   for Water Use Permit Monitoring and Reporting............................................................................Page 97
   • Audience Comments
2. Consider Adoption of Irrigation Water Conservation Plan............................................................Page 103
   • Audience Comments
3. Consider Resolution No. 2018-21 – Adopting Rules Relating to the Suspension of
   Irrigation Services..........................................................................................................................Page 115
   • Audience Comments
4. Consider Approval of Irrigation Water Supply Agreement............................................................Page 117
   • Audience Comments

Q. Future Units of Development
1. Unit of Development No. 7 (Wastewater Treatment Facility)
   a. Discussion Regarding Petition Requesting Establishment of Unit No. 7.................................Page 189
      • Audience Comments
   b. Consider Resolution No. 2018-22 – Designating Unit No. 7......................................................Page 192
      • Audience Comments
   c. Consider Approval of Work Authorization No. 41 For Services Associated with West
      Villages Improvement District Unit 7 Bond Validation and phase 7A Bond...............................Page 197
      • Audience Comments
   d. Consider WWTP Planning Proposal from Kimley Horn............................................................Page 201
      • Audience Comments

R. Administrative Matters
1. Miscellaneous Consultant Reports

S. Board Member Comments

T. Adjourn
AFFIDAVIT OF PUBLICATION

SARASOTA HERALD-TRIBUNE
PUBLISHED DAILY
SARASOTA, SARASOTA COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED JM MITCHELL, WHO ON OATH
SAID SHE IS DIRECTOR OF ADVERTISING FOR THE SARASOTA HERALD-TRIBUNE, A DAILY
NEWSPAPER PUBLISHED AT SARASOTA, IN SARASOTA COUNTY FLORIDA; AND CIRCULATED IN
SARASOTA COUNTY DAILY; THAT THE ATTACHED COPY OF ADVERTISEMENT BEING A NOTICE IN
THE MATTER OF:

Legal description documented below:

IN THE COURT WAS PUBLISHED IN THE SARASOTA EDITION OF SAID NEWSPAPER IN THE
ISSUES OF:

11/11x

AFFIANT FURTHER SAYS THAT THE SAID SARASOTA HERALD-TRIBUNE IS A NEWSPAPER PUBLISHED
AT SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS
THERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID SARASOTA COUNTY, FLORIDA, EACH DAY,
AND HAS BEEN ENTERED AS SECOND CLASS MAIL MATTER AT THE POST OFFICE IN SARASOTA, IN
SAID SARASOTA COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST
PUBLICATION OF THE ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT
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.

SIGNED ____________________________

SWORN OR AFFIRMED TO, AND SUBSCRIBED BEFORE ME THIS ___ DAY OF ___ , A.D., 20__
BY JM MITCHELL WHO IS PERSONALLY KNOWN TO ME.

Notary Public

[Signature]

SHARON TURNER
Notary Public - State of Florida
Commission # GG 069983
My Comm. Expires Apr 18, 2021
Notarized through National Notary Assn.
WEST VILLAGES
IMPROVEMENT DISTRICT
NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the West Villages Improvement District will hold a Regular Board Meeting on November 15, 2018, at 11:00 a.m., in the Chambers of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

The purpose of the Regular Board Meeting is to conduct any business properly coming before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District's website or by contacting the District Manager at (561) 630-4622 and/or toll-free at 1-877-737-4622.

From time to time one or more 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. The Regular Board Meeting may be continued as found necessary to a time and date specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at this Regular Board Meeting, 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 this meeting should contact the District Manager at (561) 630-4622 and/or toll free 1-877-737-4622 at least seven (7) days prior to the date of the meeting.

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

WEST VILLAGES IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISHED: SARASOTA HERALD TRIBUNE 11/09/18
A. CALL TO ORDER

The Regular Board Meeting of the West Villages Improvement District of October 11, 2018, was called to order at 11:05 a.m. in the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed that notice of the Regular Board Meeting had been published in the Sarasota Herald-Tribune on September 28, 2018, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

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<tr>
<th>Chairman</th>
<th>Martin Black</th>
<th>Present</th>
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<tr>
<td>Vice Chairman</td>
<td>David Koon</td>
<td>Absent</td>
</tr>
<tr>
<td>Supervisor</td>
<td>David Russo</td>
<td>Absent</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Christine Masney</td>
<td>Present</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Bob Rossman</td>
<td>Present</td>
</tr>
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Staff members in attendance were:

<table>
<thead>
<tr>
<th>District Manager</th>
<th>Todd Wodraska</th>
<th>Special District Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Manager</td>
<td>Kathleen Dailey</td>
<td>Special District Services, Inc.</td>
</tr>
<tr>
<td>District Counsel</td>
<td>Jonathan Johnson (via phone)</td>
<td>Hopping, Green &amp; Sams</td>
</tr>
<tr>
<td>District Engineer</td>
<td>Mike Kennedy</td>
<td>Stantec</td>
</tr>
<tr>
<td>Operations’ Manager</td>
<td>Mike Smith</td>
<td></td>
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</table>

Also present were: Andrew Karmeris of Special District Services, Inc.; Christ Whitaker of the City of North Port; and Steve Lewis; and the following District residents: Victor Dobrin, Kevin Shaughnessy, Richard Rehmer, Chesley Chapman, Kevin Szopinski and Keith Munroe.

D. ACCEPT RESIGNATION AND CONSIDER APPOINTMENT TO BOARD VACANCY

Mr. Black advised that David Koons had resigned due to a change in his responsibilities. Mr. Black proposed that Steve Lewis to take his seat.

A motion was made by Mr. Rossman, seconded by Ms. Masney and passed unanimously to appoint Steve Lewis to Seat #3.

Mr. Wodraska then swore in Mr. Lewis and went over the Sunshine Law with him.
E. ELECTION OF OFFICERS

Mr. Black went over the current officers and suggested that Mr. Lewis be appointed as Vice Chairman. There was no objection to the slate of officers.

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

G. COMMENTS FROM THE PUBLIC

Mr. Munroe asked about opening the back gate at Island Walk. Mr. Black stated that they are committed to opening the gate as soon as possible.

Mr. Dobrin suggested recording the meetings and uploading them to the District’s website.

Mr. Shaughnessy asked for a County contact for the defaulted property. Mr. Black directed him to County Administrator, Jonathan Lewis.

H. APPROVAL OF MINUTES

1. September 13, 2018, Public Hearing & Regular Board Meeting

The September 13, 2018, Public Hearing & Regular Board Meeting minutes were presented for approval.

A motion was made by Ms. Masney, seconded by Mr. Rossman and passed unanimously approving the minutes of the September 13, 2018, Public Hearing & Regular Board Meeting, as presented.

I. GENERAL DISTRICT MATTERS

1. Consider Approval of Work Authorization No. 38 to Stantec for General Services

Mr. Kennedy went over the authorization in the amount of $87,500 for engineering and $98,920 for lake maintenance.

A motion was made by Mr. Rossman, seconded by Ms. Masney and passed unanimously approving Work Authorization No. 38 to Stantec in the amount of $87,500 for engineering and $98,920 for lake maintenance for general services, as presented.

2. Consider Appointment of Tara McKinney to the West Villages Design Review Committee

A motion was made by Mr. Rossman, seconded by Ms. Masney and passed unanimously appointing Tara McKinney to the West Villages Design Review Committee.

J. UNIT OF DEVELOPMENT NO. 1

1. Consider Approval of Completion Agreement with Majority Landowners Regarding Series 2007 Project

A motion was made by Mr. Rossman, seconded by Ms. Masney and passed unanimously approving the Completion Agreement with majority landowners regarding the Series 2007 Project.
K. UNIT OF DEVELOPMENT NO. 2

There were no matters of Unit of Development No. 2 to come before the Board.

L. UNIT OF DEVELOPMENT NO. 3

1. Review of Maintenance Checklist

Messrs. Kennedy and Smith went over the report. Mr. Smith noted that it was made up of mostly small items, stucco repairs and areas that need plantings or sod. Mr. Shaughnessy stated that a more substantial checklist was needed. Mr. Black stated that describing ways, means and materials, if different, and that it is the responsibility of the HOA, not the District. He added that the District just looks at what needs to get done and that the District can be more comprehensive on the full scope of what we are examining. Mr. Dobrin stated that the checklist has to define the improvements and level of care.

The meeting was recessed from 11:50 a.m. until 11:55 a.m.

Mr. Black advised that Messrs. Kennedy and Smith would provide copy of what the District uses as a review piece and indicated that how it is funded is up to the HOA.

M. UNIT OF DEVELOPMENT NO. 4

There were no Unit of Development No. 4 matters to come before the Board.

N. UNIT OF DEVELOPMENT NO. 5

1. Consider Change Order No. 9 to Barton Malow for Stadium Construction Agreement

Mr. Kennedy indicated that this is a deduction in the amount of $5,113,818.47.

A motion was made by Ms. Masney, seconded by Mr. Rossman and passed unanimously approving Change Order No. 9 to Barton Malow for the Stadium Construction Agreement in the amount of ($5,113,818.47), as presented.

2. Consider Change Order No. 10 to Barton Malow for Stadium Construction Agreement

Mr. Kennedy advised that this was informational for offsite improvements and results in a $0 increase, as it is balanced with contingency.

A motion was made by Mr. Rossman, seconded by Mr. Lewis and passed unanimously approving Change Order No. 10 to Barton Malow in the amount of $0 for the Stadium Construction Agreement, as presented.

3. Consider Change Order No. 11 to Barton Malow for Stadium Construction Agreement

Mr. Kennedy stated that this was for intersection improvements in the amount of $868,312.69 and is developer funded.
A motion was made by Mr. Rossman, seconded by Ms. Masney approving Change Order No. 11 to Barton Malow for intersection improvements in the amount of $868,312.69 for the Stadium Construction Agreement, as presented.

O. UNIT OF DEVELOPMENT NO. 6 (MASTER IRRIGATION)
1. Consider Work Authorization No. 39 to Stantec for Irrigation Utility Services

Mr. Kennedy advised that this was the first step for putting the utility in place for the District and was for professional services sub consulting under Stantec in the amount of $105,000.

A motion was made by Ms. Masney, seconded by Mr. Rossman and passed unanimously approving Work Authorization No. 39 to Stantec in the amount of $105,000 for irrigation utility services, as presented.

Mr. Wodraska asked that the Board consider approving the purchase of materials for this unit, which are low ticket items. They include sensors, flow guards, headers and other items. He added that he was recommending allowing the Chair to execute the contracts after which they would be brought back to the Board for ratification.

A motion was made by Mr. Lewis, seconded by Mr. Rossman and passed unanimously approving the purchase of materials for this unit, authorizing the Chair to execute contracts after which they will be brought back to the Board for ratification.

P. FUTURE UNITS OF DEVELOPMENT
1. Unit of Development No. 7 (Wastewater Treatment Facility)
   a. Discussion Regarding Formation of Unit of Development

Mr. Wodraska explained that the wastewater treatment facility was Unit 7 and that the unit will officially be filed as part of the District. He added that no existing property owners are within that unit.

   b. Consider Change Order No. 2 to Garney Construction Agreement

Mr. Wodraska explained that this was developer funded in the amount of $5,728,081.

A motion was made by Mr. Masney, seconded by Mr. Rossman and passed unanimously approving Change Order No. 2 to the Garney Construction Agreement in the amount of $5,728,081, as presented.

Q. ADMINISTRATIVE MATTERS
1. Miscellaneous Consultant Reports

There were no Miscellaneous Consultant Reports at this time.

   2. Consider Resolution No. 2018-19 – Recognizing Mr. Robert Rossman’s Service to the West Villages Improvement District

Resolution No. 2018-19 was presented, entitled:

RESOLUTION NO. 2018-19

RESOLUTION OF APPRECIATION OF
Mr. Black read the resolution into the record and recognized Mr. Rossman for his service to the District as well as presented him with a plaque on behalf of the District. Mr. Rossman stated that his four years on the Board had been a wonderful experience and he felt privileged to have served. He thanked the homeowners, Mr. Black, Mr. Wodraska, Ms. Kennedy, Ms. Whelan, Mr. Smith and all the staff who helped him and the District do the greatest good for the greatest number of people.

A motion was made by Ms. Masney, seconded by Mr. Lewis and passed unanimously to adopt Resolution No. 2018-19, as presented.

R. BOARD MEMBER COMMENTS

Mr. Kennedy stated that the notice to proceed was issued for the U.S. 41 and West Villages Parkway intersection improvements. He added that the permit was expected any day for the Predo Boulevard and U.S. 41 improvements. Mr. Kennedy also advised that the effluent line from Sarasota County was substantially completed.

Mr. Wodraska reminded the Board that the November meeting would be held on November 15, 2018, as election results would be available and Mr. Dobrin could take his seat. He added that there would be a healthy agenda that day.

S. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:18 p.m. by the Chairman. There were no objections.

_________________________________  ____________________________________
Secretary/Assistant Secretary  Chair/Vice-Chair
RESOLUTION NO. 2018-20

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING AN AMENDED FISCAL YEAR 2017/2018 BUDGET.

WHEREAS, the Board of Supervisors of the West Villages Improvement District Community (hereinafter called District) is empowered to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared an amended fiscal year 2017/2018 budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT THAT:

Section 1. The Amended Budget for Fiscal Year 2017/2018 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 15th day of November, 2018.

ATTEST: 

WEST VILLAGES IMPROVEMENT DISTRICT

By: ___________________________  By: ___________________________
Secretary/Assistant Secretary  Chairman/Vice Chairman
West Villages Improvement District

Amended Final Budget For Fiscal Year 2017/2018
October 1, 2017 - September 30, 2018
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## AMENDED FINAL BUDGET COMPARISON - ALL UNITS
WEST VILLAGES IMPROVEMENT DISTRICT

### REVENUES

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**Total Revenues**

|                            | $ 9,173,090           | $ 7,509,161           | $ 7,509,161           |

### EXPENDITURES

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**Total Expenditures**

|                            | $ 1,637,051         | $ 1,751,020         | $ 1,575,377         |

### EXCESS OR (SHORTFALL)

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<td>$ 395,608</td>
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<tbody>
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<td>$ (376,606)</td>
<td>$ (200,963)</td>
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Note: Total Capital Outlay Paid Through Operating Account: $9,403,617
Unit 1: $357,603, Unit 4: $316,941, Unit 5: $9,430, Unit 6: $9,388, WWT: $8,710,255
# AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
DISTRICT PROPER
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

<table>
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<tr>
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<td>ACTUAL 10/1/17 - 9/29/18</td>
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<tr>
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# AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT ONE
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

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<td>ACTUAL 10/1/17 - 9/29/18</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
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<td>DUES &amp; SUBSCRIPTIONS</td>
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<td>$ 317,655</td>
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<td>$(52,049)</td>
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</table>
# AMENDED FINAL BUDGET

**WEST VILLAGES IMPROVEMENT DISTRICT**  
**UNIT TWO**  
**FISCAL YEAR 2017/2018**  
**OCTOBER 1, 2017 - SEPTEMBER 30, 2018**

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<tbody>
<tr>
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<td>ANNUAL BUDGET</td>
<td>AMENDED BUDGET</td>
<td>ACTUAL 10/1/17 - 9/29/18</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
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<td>CARRY OVER FUNDS FROM PRIOR YEAR</td>
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<td>DUES &amp; SUBSCRIPTIONS</td>
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<td>$(211,937)</td>
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## AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT THREE
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

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<td>Dues &amp; Subscriptions</td>
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<td><strong>$ 160,995</strong></td>
<td><strong>$ 140,995</strong></td>
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</table>

| Excess or (Shortfall)     | **$ 1,316,157**         | **$ 1,282,728**          | **$ 1,302,728**                   |

| Payment to Trustee        | (1,275,187)             | (1,270,852)              | (1,270,852)                       |

| Balance                   | **$ 40,971**            | **$ 11,876**             | **$ 31,876**                      |

| County Appraiser & Tax Collector Fee | (13,657) | (8,927) | (8,927) |
| Discounts for Early Payments   | (27,314) | (35,717) | (35,717) |

| Net Excess/Shortfall         | **$** | **(-)** | **($32,768)** | **($12,768)** |

11/8/2018 11:00 AM

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Page 15
# AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT  
UNIT FOUR  
FISCAL YEAR 2017/2018  
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

<table>
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<tr>
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<td>ACTUAL 10/1/17 - 9/29/18</td>
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<td>CARRY OVER FUNDS FROM PRIOR YEAR</td>
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<td><strong>$ 920,651</strong></td>
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<tr>
<td><strong>Net Excess/Shortfall</strong></td>
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<td><strong>$ 49,984</strong></td>
<td><strong>$ 59,984</strong></td>
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## AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT FIVE
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

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<tr>
<td>RENTS &amp; LEASES</td>
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<tr>
<td>METHODOLOGY FEE</td>
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<tr>
<td><strong>BALANCE</strong></td>
<td>$</td>
<td>-</td>
<td>$(16,716)</td>
</tr>
<tr>
<td>COUNTY APPRAISER &amp; TAX COLLECTOR FEE</td>
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<td>-</td>
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<tr>
<td>DISCOUNTS FOR EARLY PAYMENTS</td>
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<td>-</td>
</tr>
<tr>
<td><strong>NET EXCESS/SHORTFALL</strong></td>
<td>$</td>
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<td>$(16,716)</td>
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## AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 1 DEBT SERVICE FUND
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

### REVENUES

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>AMENDED BUDGET</th>
<th>ACTUAL 10/1/17 - 9/29/18</th>
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</thead>
<tbody>
<tr>
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### EXPENDITURES

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<tbody>
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<tr>
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<td>Miscellaneous</td>
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<td><strong>Total Expenditures</strong></td>
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### Excess/Shortfall

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<th>ACTUAL 10/1/17 - 9/29/18</th>
</tr>
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<tbody>
<tr>
<td></td>
<td><strong>$ -</strong></td>
<td><strong>$ 616,077</strong></td>
<td><strong>$ 616,077</strong></td>
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### Funds

- **FUND BALANCE AS OF 9/30/17**: $758,967
- **FY 2017/2018 ACTIVITY**: $616,077
- **FUND BALANCE AS OF 9/30/18**: $1,375,044

**Notes**
- Reserve Fund Balance = $640,000*. Revenue Fund Balance = $735,044*.
- Revenue Fund Balance To Be Used To Make 11/1/2018 Interest Payment Of $675,822.
- * Approximate Amounts

### Series 2017 Bond Refunding Information

- **Original Par Amount**: $32,165,000
- **Annual Principal Payment Due**: May 1st
- **Interest Rate**: 3.5% - 4.625%
- **Issue Date**: August 2017
- **Annual Interest Payments Due**: May 1st & November 1st
- **Maturity Date**: May 2038
- **Par Amount As Of 9/30/18**: $31,390,000
<table>
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<th></th>
<th>Fiscal Year 2017/2018</th>
<th>Fiscal Year 2017/2018</th>
<th>Fiscal Year 2017/2018</th>
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<td>$1,129,197</td>
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<tr>
<td><strong>Excess/Shortfall</strong></td>
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<td>- $</td>
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</table>

Outstanding Payments (Principal May 2014, Principal May 2015, Principal May 2016, Principal May 2017, Interest November 2017, Principal May 2018, Interest 2018 and November 2018) $6,034,046.00

Reserve + Revenue Funds Remaining At 9-30-18 $2,140,852.00

**Series 2005 Bond Information**

- Original Par Amount = $38,005,000
- Interest Rate = 5.80%
- Issue Date = November 2005
- Maturity Date = May 2036
- Par Amount As Of 9/30/18 = $32,965,000
## Revenues

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<td>1,270,852</td>
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<td><strong>Total Revenues</strong></td>
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<td><strong>$1,271,761</strong></td>
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## Expenditures

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<td><strong>$1,096,618</strong></td>
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## Excess/Shortfall

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<td><strong>175,143</strong></td>
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</table>

### Fund Balance

- **Fund Balance AS OF 9/30/17**: $284,384
- **FY 2017/2018 Activity**: $175,143
- **Fund Balance AS OF 9/30/18**: $459,527

### Notes

- Reserve Fund Balance = $100,000*
- Revenue Fund Balance = $359,527*
- Revenue Fund Balance To Be Used To Make 11/1/2018 Interest Payment Of $355,680
- *Approximate Amounts - Revenue Account Balance Is As of 10/31/18

### Series 2017 Bond Refunding Information

- **Original Par Amount = $16,550,000**
- **Annual Principal Payment Due:**
- **Interest Rate = 3.5% - 5%**
- **May 1st**
- **Issue Date = August 2017**
- **Annual Interest Payments Due:**
- **Maturity Date = May 2037**
- **May 1st & November 1st**
- **Par Amount As Of 9/30/18 = $16,000,000**
AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 4 DEBT SERVICE FUND
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>ANNUAL BUDGET</td>
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<td>ACTUAL 10/1/17 - 9/29/18</td>
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<td>Interest Income</td>
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<td>Debt Collections</td>
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<td>835,794</td>
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<td>$837,269</td>
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<tr>
<td></td>
<td>ANNUAL BUDGET</td>
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<tr>
<td>Principal Payments</td>
<td>150,000</td>
<td>245,000</td>
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<td>$854,928</td>
<td>$854,928</td>
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<tbody>
<tr>
<td></td>
<td>ANNUAL BUDGET</td>
<td>AMENDED BUDGET</td>
<td>ACTUAL 10/1/17 - 9/29/18</td>
<td></td>
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<tr>
<td>$0</td>
<td>(17,659)</td>
<td>(17,659)</td>
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| FUND BALANCE AS OF 9/30/17 | $1,141,390 |
| FY 2017/2018 ACTIVITY | ($17,659) |
| FUND BALANCE AS OF 9/30/18 | $1,123,731 |

Notes
Revenue Fund Balance To Be Used To Make 11/1/2018 Principal & Interest Payment Of $532,897
(Principal Payment: $230,000 & Interest Payment Of $302,897).
* Approximate Amounts - Revenue Account Balance Is As of 10/31/18.

Series 2016 Bond Information
Original Par Amount = $13,090,000  Annual Principal Payment Due =
Interest Rate = 3.375% - 5%  November 1st
Issue Date = November 2016  Annual Interest Payments Due =
Maturity Date = November 2046  May 1st & November 1st
Par Amount As Of 9/30/18 = $12,845,000
AMENDED FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
BASEBALL STADIUM BONDS DEBT SERVICE FUND
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>ANNUAL BUDGET</td>
<td>AMENDED BUDGET</td>
<td>ACTUAL 10/1/17 - 9/29/18</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
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<tr>
<td>Interest Income</td>
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<td>487</td>
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<tr>
<td>Transfer From Cost Of Issuance Fund</td>
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<td>- $</td>
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<tr>
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<td><strong>Total Expenditures</strong></td>
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<td>- $</td>
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<tr>
<td><strong>Excess/Shortfall</strong></td>
<td>$</td>
<td>- $</td>
<td>244,273</td>
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</table>

| FUND BALANCE AS OF 9/30/17 | $0 |
| FY 2017/2018 ACTIVITY | $244,273 |
| FUND BALANCE AS OF 9/30/18 | $244,273 |

Notes
Bond Service Fund Balance = $166,285*. Revenue Fund Balance = $77,988*.
Bond Service Fund Balance and October 2018 through January 2018 State Of Florida
Pledged Revenues to Be Used To Make 2/1/2019 Principal & Interest Payment Of $467,781
(Principal Payment: $225,000 & Interest Payment Of $242,781).
2017A Cost Of Issuance Expenditures = $395,516
* Approximate Amounts

Series 2017A Bond Information

- Original Par Amount = $13,955,000
- Annual Principal Payment Due =
- Interest Rate = 3.72%
- February 1st & August 1st
- Issue Date = December 2017
- Annual Interest Payments Due =
- Maturity Date = February 2038
- February 1st & August 1st
- Par Amount As Of 9/30/18 = $13,725,000
### Revenues

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<thead>
<tr>
<th>Description</th>
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<th>2017/2018</th>
<th>2017/2018</th>
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<tbody>
<tr>
<td>Interest Income</td>
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<tr>
<td>Transfer From Construction Fund</td>
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<td>Payment By Atlanta Braves</td>
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### Expenditures

<table>
<thead>
<tr>
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<th>2017/2018</th>
<th>2017/2018</th>
<th>2017/2018</th>
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<tbody>
<tr>
<td>Principal Payments</td>
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<td>Interest Payments</td>
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<td><strong>$</strong></td>
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### Excess/Shortfall

<table>
<thead>
<tr>
<th>Description</th>
<th>2017/2018</th>
<th>2017/2018</th>
<th>2017/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
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### Fund Balance

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<td><strong>Fund Balance As of 9/30/17</strong></td>
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<td><strong>FY 2017/2018 Activity</strong></td>
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<tr>
<td><strong>Fund Balance As of 9/30/18</strong></td>
<td><strong>$5,228,999</strong></td>
</tr>
</tbody>
</table>

Notes:

- Reserve Fund Balance = $3,932,595*.
- Revenue Fund Balance = $1,296,404*.
- Revenue Fund Balance to Be Used To Make 12/30/2018 Principal & Interest Payment Of $1,294,298
- Principal Payment: $566,697 & Interest Payment Of $727,601.
- 2017B Cost Of Issuance Expenditures = $395,516
- * Approximate Amounts - Revenue Account Balance Is As of 10/31/18.

### Series 2017B Notes Information

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Original Par Amount =</td>
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<td>Interest Rate =</td>
<td>5.39%</td>
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<td>Issue Date =</td>
<td>December 2017</td>
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<td>Maturity Date =</td>
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<td>Annual Principal Payment Due =</td>
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<td>June 30th &amp; December 30th</td>
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<tr>
<td>Annual Interest Payments Due =</td>
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<tr>
<td>June 30th &amp; December 30th</td>
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1/8/2018 11:09 AM
## West Villages ID - Assessment Comparison Totals

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<th>Fiscal Year 2017/2018 Assessment Totals</th>
<th>Fiscal Year 2018/2019 Assessment Totals</th>
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<td>Pre Lennar</td>
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<tr>
<td>Pre Lennar</td>
<td>3 Bdr Sam 80</td>
<td>$2,303.29</td>
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<td>Pre Lennar</td>
<td>3 Bdr Lee 45</td>
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<td>Lennar</td>
<td>Townhome</td>
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<td>Lennar</td>
<td>Coach</td>
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<tr>
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<tr>
<td>Undeveloped Land in Unit 4</td>
<td>Per Half Acre or Less</td>
<td>$187.85</td>
<td>$209.44</td>
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</table>
November 6, 2018

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL  34240-8414

Via: Hand Delivery and E-Mail
(marty.black@mattamycorp.com)

File: 215810649

West Villages Improvement District
19503 S. West Villages Parkway, Suite 14A
Venice, FL 34293

Attn:  Mr. Martin Black
Chairman

Reference:  Change Order No. 1 Under Work Authorization No. 27
Traffic Signal Design (West Villages Parkway and US-41) Project

Dear Mr. Black:

Due to project needs and changes, Stantec is requesting approval to proceed with the additional professional services as follows:

**New Task 310 - Redesign, Permit Modification, Meetings, and Coordination**

Eliminate the 7’ keyhole bicycle lane that is proposed along the eastbound lane of US-41. The 2018 Florida Design Manual no longer requires keyholes for roadways with design speeds greater than 45 mph. The FDOT will require modifications to the plans and an FDOT permit modification to facilitate the changes. This task includes meetings with the FDOT. We are requesting a Fixed Fee of $7,300 for this new Task.

The estimation of the construction costs to eliminate the keyhole bicycle lanes will result in an approximate construction cost reduction of $37,800.

Fees are not to be exceeded without prior consent from the CLIENT.

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec’s control.

Unless otherwise specified, charges for SERVICES are based on Stantec’s hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec’s charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0% or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).
W. A. Contract to Date $ 279,000
Increase this Change Order $ 7,300
New Contract Sum $ 289,300

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

By
November 2, 2018
Date

West Villages Improvement District
19503 S. West Villages Pkwy, Suite 14A
Venice, FL 33293

By
Date

November 6, 2018
Date
# SCHEDULE OF FEES

Effective January 1, 2019

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<th>Staff Level</th>
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<td>Level 21</td>
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<tr>
<td>4 Person Field Crew</td>
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</tr>
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</table>

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +15%.
November 6, 2018

File: 215810650

West Villages Improvement District
19503 S. West Villages Parkway, Suite 14A
Venice, FL 34293

Attn: Mr. Martin Black
Chairman

Reference: Change Order No. 1 Under Work Authorization No. 28
Intersection Improvements at Future Preto Blvd and US-41 Project

Dear Mr. Black:

Due to project needs and changes, Stantec is requesting approval to proceed with the additional professional services as follows:

New Task 310 – Redesign, Permit Modification, Meetings, and Coordination

Eliminate the 7' keyhole bicycle lane that is proposed along the eastbound lane of US-41. The 2018 Florida Design Manual no longer requires keyholes for roadways with design speeds greater than 45 mph. The FDOT will require modifications to the plans and an FDOT permit modification to facilitate the changes. This task includes meetings with the FDOT. We are requesting a Fixed Fee of $7,800 for this new Task.

The estimation of the construction costs to eliminate the keyhole bicycle lanes and the 3' x 8' box culvert will result in an approximate construction cost reduction of $117,000.

Fees are not to be exceeded without prior consent from the CLIENT.

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec’s control.

Unless otherwise specified, charges for SERVICES are based on Stantec’s hourly billing rate table (“Rate Table”), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec’s charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).
CO 1 to WA 28 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated May 26, 2015

W.A. Contract to Date $233,000
Increase this Change Order $7,800
New Contract Sum $240,800

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

By
Michael A. Kennedy

November 6, 2018
Date

West Villages Improvement District
19503 S. West Villages Pkwy, Suite 14A
Venice, FL 33293

By

November 6, 2018
Date
## SCHEDULE OF FEES

Effective January 1, 2019

<table>
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<th>Staff Level</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Level 3</td>
<td>$92.00</td>
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<td>Level 4</td>
<td>$102.00</td>
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<tr>
<td>Level 5</td>
<td>$116.00</td>
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<tr>
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<td>Level 13</td>
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<td>Level 14</td>
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<td>Level 15</td>
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<td>Level 16</td>
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<td>Level 17</td>
<td>$224.00</td>
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<td>Level 18</td>
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<td>Level 20</td>
<td>$250.00</td>
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<tr>
<td>Level 21</td>
<td>$265.00</td>
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<tr>
<td>1 Person Field Crew</td>
<td>$95.00</td>
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<tr>
<td>2 Person Field Crew</td>
<td>$125.00</td>
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<td>3 Person Field Crew</td>
<td>$155.00</td>
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<tr>
<td>4 Person Field Crew</td>
<td>$175.00</td>
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</table>

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +15%.
Change Order
No. 8

Date of Issuance: October 8, 2018
Effective Date: October 11, 2018

Project: Preto Blvd. Improvements
Owner: West Villages Improvement District

Contract: $6,223,621.25
Date of Contract: February 12, 2018

Contractor: Frederick Derr & Company, Inc.
Engineer's Project No.: 2156113891

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Revisions to Potable Water, Drainage, Roadways & Pavement, and
Mill & Resurface Playmore between Preto & West Villages Pkwy

Attachments: (List documents supporting change):
Change Order No. 8 from Frederick Derr & Company, Inc.
dated 9/26/18

---

CHANGE IN CONTRACT PRICE:

Original Contract Price: $6,223,621.25

[Increase] Decrease] from previously approved Change Orders No. 1 to No. 7:

$685,047.24

Contract Price prior to this Change Order:

$6,908,668.49

[Increase] [Decrease] of this Change Order:

($50,099.55)

Contract Price incorporating this Change Order:

$6,859,568.94

---

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days
Substantial completion (days or date): 270 days
Ready for final payment (days or date): 300 days

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 7:

Substantial completion (days): 60 days
Ready for final payment (days): 60 days

Contract Times prior to this Change Order:
Substantial completion (days or date): 330 days
Ready for final payment (days or date): 360 days

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:
Substantial completion (days or date): 330 days
Ready for final payment (days or date): 360 days

---

RECOMMENDED:

By: [Signature]
Date: 10/9/18

ACCEPTED:

By: [Signature]
Date: 10/9/18

Approved by Funding Agency (if applicable):

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
CONTRACT CHANGE ORDER

Number: 8.00
Job: Preto Blvd.
Phase: 1

West Villages Improvement District
c/o STANTEC Attn: Douglas Brauer, P.E.
6900 Professional Pkwy East
Sarasota FL 34240-8414

We agree to the following changes, additions, or deductions:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>EST QUAN</th>
<th>UNIT</th>
<th>UNIT $</th>
<th>TOTAL $</th>
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<tr>
<td>2-01-000</td>
<td>Potable Water</td>
<td>-2 EA</td>
<td>-</td>
<td>7,890.00</td>
<td>-15,380.00</td>
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<td>2-01-090</td>
<td>Line Stop (including plug)</td>
<td>2 EA</td>
<td></td>
<td>3,095.00</td>
<td>6,190.00</td>
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<tr>
<td>2-01-092</td>
<td>Construct deadmen at cap points on existing water main along Playmore</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4-01-000</td>
<td>Drainage</td>
<td>-4,700 LF</td>
<td></td>
<td>18.70</td>
<td>-78,490.00</td>
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<tr>
<td>4-01-170</td>
<td>Under Drain</td>
<td>-94 EA</td>
<td></td>
<td>416.50</td>
<td>-39,151.00</td>
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<tr>
<td>4-01-180</td>
<td>Under Drain Clean-out</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5-01-000</td>
<td>Roadways &amp; Pavement</td>
<td>-31,226 SY</td>
<td></td>
<td>13.00</td>
<td>-405,936.00</td>
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<tr>
<td>5-01-010</td>
<td>3&quot; Type S-1 Asphalitic Concrete (2) 1.5&quot; lift</td>
<td>-31,226 SY</td>
<td></td>
<td>13.35</td>
<td>416,867.10</td>
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<tr>
<td>5-01-012</td>
<td>3&quot; Type SP-12.5mm (Traffic C) Superpave</td>
<td>-31,226 SY</td>
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<td>5.50</td>
<td>-183,558.00</td>
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<td>5-01-020</td>
<td>1&quot; FC-3 Asphalitic Concrete</td>
<td>-33,376 SY</td>
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<td>190,243.20</td>
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<td>5-01-022</td>
<td>1&quot; FC-9.5mm Friction Course (No rubber)</td>
<td>-33,376 SY</td>
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<td>15,120.00</td>
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<tr>
<td>5-01-042</td>
<td>Remove excess dirt and redo stabilized subbase due to plan grades issue</td>
<td>-27 SY</td>
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<td>25.15</td>
<td>-679.05</td>
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<td>5-01-060</td>
<td>Concrete Sidewalk (5', 6', &amp; 12' Wide)</td>
<td>62 SY</td>
<td></td>
<td>45.95</td>
<td>2,848.90</td>
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<tr>
<td>5-01-066</td>
<td>Concrete Pavement 6&quot; (Playmore haul roa</td>
<td>-42 LF</td>
<td></td>
<td>11.20</td>
<td>-470.40</td>
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<tr>
<td>5-01-070</td>
<td>F Curv</td>
<td>-42 LF</td>
<td></td>
<td>16.10</td>
<td>678.20</td>
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<tr>
<td>5-01-102</td>
<td>Valley Gutter</td>
<td>-27 SY</td>
<td></td>
<td>4.45</td>
<td>16,064.50</td>
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<td>Mill &amp; Resurface Playmore between Preto &amp; W Villages Pkwy</td>
<td>-31,226 SY</td>
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<td>20,577.00</td>
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<td>5-01-204</td>
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<td>4,990.00</td>
<td>4,990.00</td>
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<tr>
<td>5-01-206</td>
<td>Restripe Playmore</td>
<td>1 LS</td>
<td></td>
<td>4,990.00</td>
<td>4,990.00</td>
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</tbody>
</table>

REASON FOR CHANGE:
Change ex water sewer, deduct underdrain, asphalt type change, grade rev, add conc apron, increase Playmore mill

Proposed
For the Contractor

Accepted
For the Engineer

Accepted
For the Owner

THIS CHANGE ORDER NET -$50,099.55
EXISTING CONTRACT TOTAL $6,909,468.49
NEW CONTRACT TOTAL $6,859,368.94
Ryan Hirstein

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Tuesday, August 7, 2018 12:00 PM
To: Ryan Hirstein
Cc: Wilhoit, Kris; Caldera, Bob; Siefke, Duane
Subject: RE: Preto Blvd

Ryan: per Universal's Geotechnical Report dated 2/26/2018, they did not recommend an underdrain system for the Preto project.

Douglas C. Brauer, P.E.
Civil Engineer
Direct: 941 907-6900 ext 272
Mobile: 941 718-8912
Fax: 941 907-6910
Douglas.Brauer@stantec.com
Stantec
6900 Professional Parkway East
Sarasota FL 34240-8414 US

From: Ryan Hirstein <Ryan@frederickderrcompany.com>
Sent: Thursday, August 02, 2018 1:32 PM
To: Brauer, Douglas <Douglas.Brauer@stantec.com>
Cc: Wilhoit, Kris <Kris.Wilhoit@stantec.com>; Caldera, Bob <Bob.Caldera@stantec.com>
Subject: Preto Blvd

Doug,

Our contract allows for 4,700 lf of Underdrain and 94 Underdrain Cleanouts. The plans don’t show any UD and the inlets were not cast with any holes for UD. Please let me know if any is required.

Thanks,

Ryan Hirstein
Project Manager/Estimator

FREDERICK DERR & COMPANY, INC.

Office: (941) 355-8575 ext. 237
Fax: (941) 351-8854
Cell: (941) 302-6523
Ryan Hirstein

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Friday, September 21, 2018 11:52 AM
To: Ryan Hirstein
Cc: Lauren Taylor; Wilhoit, Kris
Subject: RE: Preto Blvd

Ryan, the plans are correct and match the City of North Port code. The bid form does not list the correct asphalt types.

Douglas C. Brauer, P.E.
Civil Engineer
Direct: 941 907-6900 ext 272
Mobile: 941 718-9912
Fax: 941 907-6910
Douglas.Brauer@stantec.com
Stantec
6900 Professional Parkway East
Sarasota FL 34240-8414 US

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From: Ryan Hirstein <Ryan@frederickderrcompany.com>
Sent: Friday, September 21, 2018 10:56 AM
To: Brauer, Douglas <Douglas.Brauer@stantec.com>; Wilhoit, Kris <Kris.Wilhoit@stantec.com>
Cc: Lauren Taylor <ltaylor@ajaxpaving.com>
Subject: Preto Blvd

Doug/Kris,

Regarding the asphalt for Preto and Playmore, the bid form called for 3” of S-1 and 1” of FC-3. The plans call for 3” SP 12.5 and 1” of FC 9.5. Would you please confirm that the bid form lists the correct asphalt types.

Thanks,

Ryan Hirstein
Project Manager/Estimator

FREDERICK DERR
& COMPANY, INC.

Office: (941) 355-8575 ext. 237
Fax: (941) 351-8854
Cell: (941) 302-6523
Ryan Hirstein

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Wednesday, August 22, 2018 11:03 AM
To: Joe Buncik; Rusty Bonynge
Cc: Siefke, Duane; Ryan Hirstein; Caldera, Bob
Subject: RE: Preto
Attachments: 0553_001.pdf

Joe/Rusty, the roadway grade bubbles and the top of the two structures highlighted in blue are the ones that were incorrect due to a surface reference that was missing.

Douglas C. Brauer, P.E.
Civil Engineer
Direct: 941 907-6900 ext 272
Mobile: 941 718-8912
Fax: 941 907-6910
Douglas.Brauer@stantec.com
Stantec
6900 Professional Parkway East
Sarasota FL 34240-8414 US

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From: Joe Buncik <JoeB@frederickderrcompany.com>
Sent: Wednesday, August 22, 2018 5:48 AM
To: Brauer, Douglas <Douglas.Brauer@stantec.com>
Cc: Siefke, Duane <Duane.Siefke@stantec.com>; Ryan Hirstein <Ryan@frederickderrcompany.com>
Subject: RE: Preto

Doug,

You referenced these two sheets being “incorrect in places” do you know the extent of what’s incorrect, or are you still reviewing? If not – can you highlight what was changed from a grade perspective so I can pass on to Rusty?

Thank You,
Joseph E. Buncik – Pipe Supt.
Frederick Derr & Co. Inc.
(941) 809-0701

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Tuesday, August 21, 2018 4:40 PM
To: Joe Buncik <JoeB@frederickderrcompany.com>
Cc: Siefke, Duane <Duane.Siefke@stantec.com>; Ryan Hirstein <Ryan@frederickderrcompany.com>
Subject: RE: Preto

Joe: please see the attached two sheets that have been revised. These two sheets were incorrect in places due to a surface reference being lost. Let us know if you have any other questions,
## TIME AND MATERIAL

**Preto Blvd**

<table>
<thead>
<tr>
<th>Description of work:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove shell from roadway and cut dirt down to new grades from Stantec</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LABOR</th>
<th>Rate/Hr</th>
<th>Hours</th>
<th>Total Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOREMAN W/ P-UP TRUCK</td>
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<td>24</td>
<td>2160.00</td>
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**Total Labor**

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<th>EQUIPMENT/OPERATED/FUELED</th>
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<th>Hours</th>
<th>Total Equipment</th>
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<td>OFF ROAD TRUCK 25 TON</td>
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**Total Equipment**

**Total Labor and Equipment**

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<th>Materials used</th>
<th>Price (x1.25)</th>
<th>Quantity</th>
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<tr>
<td></td>
<td>$0.00</td>
<td>0.00</td>
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</tr>
</tbody>
</table>

***price includes 25% (tax + 10% OH + 5% Profit)***

| Total Materials          | $0.00         |

**For FDC:**

R.Bonygne V.P General Superintendent

**Remarks:**

For FDC:

Todays Total  $15,120.00
Previous Total $0.00
Cumulative Total $15,120.00

P:\Jobs\Current Jobs\Ryan\17-0289 - Preto Blvd\Time and Material\T&M Preto Blvd grade changes in roadway.xls\T&M Invoice

PO Box 2719, Sarasota, FL  34230 * (941) 355-8575 * FAX (941) 351-8854
Ryan Hirstein

From: Brad Soule <Brad.Soule@mattamycorp.com>
Sent: Wednesday, September 12, 2018 2:29 PM
To: Kennedy, Mike; Ryan Hirstein
Cc: Rusty Bonyenge
Subject: RE: Playmore Drive

I agree....please proceed as a CO through District......Thanks, Brad

From: Kennedy, Mike <Mike.Kennedy@stantec.com>
Sent: Wednesday, September 12, 2018 2:27 PM
To: Ryan Hirstein <Ryan@frederickderrcompany.com>; Brad Soule <Brad.Soule@mattamycorp.com>
Cc: Rusty Bonyenge <Rusty@frederickderrcompany.com>
Subject: RE: Playmore Drive

If Brad is ok, I'm good with it

From: Ryan Hirstein <Ryan@frederickderrcompany.com>
Sent: Wednesday, September 12, 2018 1:41 PM
To: Kennedy, Mike <Mike.Kennedy@stantec.com>; Brad Soule <Brad.Soule@mattamycorp.com>
Cc: Rusty Bonyenge <Rusty@frederickderrcompany.com>
Subject: RE: Playmore Drive

Mike/Brad,

Our contract contains unit prices of $4.45/SY for 1” of Milling and $5.50 for 1” of FC-3 Asphalt which covered the milling and repaving that we were already doing on Playmore Drive. We can hold these same unit prices for the 3,610 SY section between the Preto project limits and the Stadium intersection project limits (highlighted on the attached) per the following estimate:

1. Mill 1” Depth 3,610 SY x $4.45 = $16,064.50
2. 1” FC-3 Asphalt 3,610 SY x $5.50 = $19,855.00
   Total = $35,919.50

Once you have a chance to review, please let me know if you want a formal change order.

Thanks,

Ryan Hirstein
Project Manager/Estimator

FREDERICK DERR
& COMPANY, INC.

Office: (941) 355-8575 ext. 237
Fax: (941) 351-8854
Cell: (941) 302-6523
From: Kennedy, Mike [mailto:Mike.Kennedy@stantec.com]
Sent: Tuesday, September 11, 2018 8:07 AM
To: Brad Soule <Brad.Soule@mattamycorp.com>; Ryan Hirstein <Ryan@frederickderrcompany.com>
Cc: Rusty Bonygne <Rusty@frederickderrcompany.com>
Subject: RE: Playmore Drive

Ryan, we can process it as a CO to the Preto contract

From: Brad Soule <Brad.Soule@mattamycorp.com>
Sent: Tuesday, September 11, 2018 8:06 AM
To: Ryan Hirstein <Ryan@frederickderrcompany.com>
Cc: Rusty Bonygne <Rusty@frederickderrcompany.com>; Kennedy, Mike [mailto:Mike.Kennedy@stantec.com]
Subject: RE: Playmore Drive

Ryan,

Please provide a proposal to mill and pave that section.

Thanks, Brad

From: Ryan Hirstein <Ryan@frederickderrcompany.com>
Sent: Monday, September 10, 2018 5:02 PM
To: Brad Soule <Brad.Soule@mattamycorp.com>
Cc: Rusty Bonygne <Rusty@frederickderrcompany.com>
Subject: Playmore Drive

Brad,

On Playmore Drive there will a stretch of existing road between P & J’s project paving limits (The West Villages Pkwy/Playmore intersection) and our paving limits (turn lanes onto Preto). Is it WVID’s intention to leave that stretch of asphalt as it is or do you want to mill and resurface this area? AJAX will be paving our portion of Playmore in a few weeks so Rusty suggested we mention this to you in case you were thinking of repaving the piece in between. Please let us know.

Thanks,

    Ryan Hirstein
    Project Manager/Estimator

    FREDERICK DERR
    & COMPANY, INC.

    Office: (941) 355-8575 ext. 237
    Fax:    (941) 351-8854
    Cell:   (941) 302-6523
October 19, 2018

Via: E-Mail marty.black@mattamycorp.com

West Villages Improvement District
19503 S. West Villages Parkway, Suite 14A
Venice, FL 34293

Attn: Mr. Martin Black, Chairman

Reference: Work Authorization No. 40
Services Associated with West Villages Improvement District
Village D Sidewalk from West Villages Parkway to Island Walk

Dear Mr. Black:

Enclosed is WA 40 for sidewalk from West Villages Parkway to Island Walk services.

Services will include conceptual sidewalk alignment and computation; topography data collection, tree survey and site control; meetings; FDOT, City of North Port and SWFWMD plans, application preparation, and processing; construction phase services; miscellaneous sketch & descriptions/survey services; and environmental support services.

Should you have any questions regarding this matter, please contact our office.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Michael A. Kennedy, PE
District Engineer
Tel: (941) 907-6900
E-Mail: mike.kennedy@stantec.com

Kristopher A. Wilhoit, PE
Assistant District Engineer
Tel: (941) 907-6900
E-Mail: kris.wilhoit@stantec.com

Enclosures
Work Authorization No. 39
Services Associated with West Villages Improvement District
Village D Sidewalk from West Villages Parkway to Island Walk

Further Description of Basic Engineering Services and Related Matters:

1. This is a Work Authorization attached to and made a part of the General Provisions attached to Agreement made on May 26, 2015, between The West Villages Improvement District and Stantec Consulting Services Inc. (Engineer), providing for professional services. The Basic Services of Engineer as described in Section 1 of said General Provisions are amended or supplemented as indicated below.

The scope includes sub-consultant necessary to provide the services outlined in the task below. Currently, sub-consultant that will participate with the project is:

- Environmental Consulting & Technology, Inc. (ECT) Environmental Services  (Exhibit 1)

2. Engineer shall provide the following service:

Stantec will provide professional engineering services for the project described above.

Task 210 – Conceptual Sidewalk Alignment

Stantec will prepare an initial conceptual sidewalk alignment for use in discussions with the Client to determine both the extent of the proposed sidewalk and the potential encroachment areas into the adjacent parcels. This graphic will also be utilized for meetings with Florida Department of Transportation (FDOT).

Upon meeting with the Client and the FDOT, and the completion of the topographic information; Stantec will refine the conceptual sidewalk alignment for the Client’s approval. This task assumes no more than two (2) modifications to the conceptual sidewalk alignment. Additional refinements may require additional fees.

Task 220 – Topographic Data Collection/ Tree Survey and Site Control

Site Control - Stantec will establish horizontal/vertical control points for the project. This control will be based on published horizontal and vertical control in the surrounding area. Site control will be set along the route via redundant RTK or fast static GPS. We will research and recover existing monumentation along the south ROW of US 41 within the project area. An approximate ROW will be determined and provided with the topographic data. No new monumentation will be set.

Topographic Data Collection - Stantec will perform topographic data collection along the south side of US 41 in the city of North Port for engineering and design of a multi-use sidewalk starting at the east end of the existing sidewalk fronting Island Walk, heading easterly for approximately 6,000 LF to the intersection of West Villages Parkway. Topographic locations will be on approximately 50’ sections from the existing ROW line (south side only) south 75’, including locations of visible above and below ground utilities and improvements. Additional
topographic data will be collected at three (3) ditches and one wetland within the proposed topographic area. Stakes will be set at a 50’ offset outside the ROW every 200’ and a “streamer” of high visibility ribbon will be tied to existing vegetation at approximately every 50’ section to facilitate a site inspection of the proposed route. The topographic data collected will be processed into AutoCAD and provided to the engineer for their use. No signed and sealed survey will be provided.

**Tree Survey** - Stantec will locate legal trees within the proposed topographic area. Trees will be located with a sub-meter GPS devise and marked with white flagging. Heritage trees and trees of significant size will be located with elevations and drip lines using conventional survey methods. All tree data will be processed into AutoCAD and a signed and sealed tree survey will be prepared. AutoCAD files will be provided for engineering and design.

**Task 230 – Meetings**

This task will be utilized for meetings with the Client, the FDOT, and other consultants for design discussions concerning layout, cost sharing of sidewalk, etc. This task includes a project kick-off meeting with Client.

**Task 240 – Sidewalk Alignment Computation**

Upon approval of the Conceptual Sidewalk Alignment by the Client, Stantec will compute the layout of the sidewalk in AutoCAD. During this task Stantec will make refinements to the horizontal alignment based upon the vertical data collected with the topographic survey. This task includes identifying the potential drainage improvements required including the extensions of cross-drains, swale improvements, and additional grate inlets. Upon completion of this task, Stantec will begin the preparation of the FDOT Construction Plans, Applications, and Calculations.

**Task 250 - Florida Department of Transportation (FDOT) Plan and Application Preparation**

Prepare and submit applications to the Florida Department of Transportation (FDOT) for Drainage, and Right-of-Way Use permits. This scope includes the plans preparation (11” x 17”) for the sidewalk improvements design within the U.S. 41 right-of-way, including the roadway or driveway crossing details. This scope also includes the design and analysis of the stormwater conveyance system modifications through the FDOT right-of-way as well as the swale modifications adjacent to the U.S. 41 travel lanes.

**Task 260 - City of North Port – Applications for Major Site and Development Approval**

Prepare the City of North Port permit applications for a Major Site and Development approval including one (1) set of Construction Plans for the proposed sidewalk improvements outlined above. Plans will be completed for a single phase of design, permitting, construction, and certification. The Construction Plans will include grading and drainage improvements within and along the US 41 right-of-way. These plans will be submitted to the City of North Port for Major Site and Development approval (24” x 36”).

**Task 270 - Southwest Florida Water Management District (SWFWMD) Application Preparation**

Prepare and submit to SWFWMD for an Exemption or a Minor application, with drawings and calculations for the project. The stormwater from the site will discharge directly to the FDOT right-of-way. Analysis of existing swales and cross drains are included for the sidewalk.
improvements. However, this project does not include a stormwater pond for treatment and attenuation of the stormwater runoff from the site.

**Task 280 – Permit Processing**

Based on comments received from FDOT, City of North Port, and SWFWMD Stantec will provide supplementary information during the review process. This task is an estimated time and materials task for permitting services only and includes up to two (2) comment responses and submittals.

**Task 290 – Construction Phase Services**

Provide general construction observation of sidewalk construction for the West Villages Sidewalk from West Villages Parkway to Island Walk project. Attend a pre-construction meeting, attend bi-weekly construction progress meetings, witness storm system testing, review shop drawings, provide input to contractor’s requests for payment, review test reports and record drawings, conduct final observation of construction/testing coordination as required by the City of North Port. Signed and sealed record drawings in accordance with FDOT, SWFWMD and City of North Port standards and requirements will be prepared by the contractor’s surveyor and provided to Stantec for use in the final certification process. Construction stake-out and record drawings are not included in this scope of services. Scope and fee are based on a single construction phase and certification for each. It is assumed that construction will be completed over the course of four months.

**Task 310 – ECT Scope of Work**

See attached.

**Task 910 - Miscellaneous Sketch and Description/ Survey Services**

As requested by the Client, prepare sketch and descriptions of the sidewalk easement to be granted.

**Task 950 - Project Expenses**

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

(Hereinafter called the "SERVICES")
3. Fee Summary

<table>
<thead>
<tr>
<th>Task</th>
<th>Services</th>
<th>Fee Type</th>
<th>Fee Amount</th>
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<tbody>
<tr>
<td>210</td>
<td>Conceptual Sidewalk Alignment</td>
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<tr>
<td>220</td>
<td>Topographic/ Tree &amp; Site Control</td>
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<td>260</td>
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<td>SWFWMD Plan/ Application Preparation</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$ 192,410</strong></td>
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* Time and Material (T/M) estimates are based upon past experience.

Unless otherwise specified, charges for SERVICES are based on Stantec’s hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec’s charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

Accepted this __________ day of ____________________, 2018.

Mr. Martin Black  
Chairman  
2510A Burns Road  
Palm Beach Gardens, FL 33410
**SCHEDULE OF FEES**

Effective January 1, 2019

<table>
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<tr>
<th>Staff Level</th>
<th>Rate</th>
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<tbody>
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<tr>
<td>4 Person Field Crew</td>
<td>$175.00</td>
</tr>
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</table>

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +15%.
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is made effective as of the 9th day of November 2018, by and between SARASOTA COUNTY PUBLIC HOSPITAL BOARD, a Florida independent district (“Licensor”), and WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district of the State of Florida (“Licensee”).

RECITALS:

A. Licensee has received a permit from the Florida Department of Transportation to install traffic signals and turn lane improvements at the intersection of West Villages Parkway and Tamiami Trail (US Highway 41) in Sarasota County, Florida (the “Intersection”).

B. Licensor is the owner of certain area of land, which contains grass, bushes, trees, and other vegetation (“Landscaping”) and is located on the southeast corner of the Intersection, generally depicted on the sketch attached hereto as Exhibit “A.”

C. Licensee desires to use a portion of the Licensor’s land measuring approximately 15,000 square feet and generally depicted in Exhibit “A” (the “Storage Area”) for the temporary storage of drainage structures, roadway barriers, and other similar materials used to construct the Intersection (collectively, the “Construction Materials”), and Licensor is willing to allow such use pursuant to the terms set forth in this Agreement.

D. Licensee desires to use a portion of Licensor’s land measuring approximately 625 square feet and generally depicted in Exhibit “A” (the “Sign Area”), for placement of a directional sign that is substantially similar to the sign attached hereto as Exhibit B (the “Sign”), and Licensor is willing to allow such use pursuant to the terms set forth in this Agreement.

E. Together, the Storage Area, Sign Area, and any portion of Licensor’s property necessary to access the Storage Area or Sign Area from a direct and convenient point to be determined by the Licensor (the “Access Area”) constitute the “License Area.”

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, Licensor and Licensee agree as follows:

1. Storage License. Licensor hereby grants to Licensee a nonexclusive license to store Construction Materials in the Storage Area (the “Storage License”) for the Storage Term (as defined in Paragraph 7). The Licensor is not conveying any land, title or easement thereto, but merely is granting a license as described herein. The Licensor reserves title to the Storage Area.

2. Sign License. Licensor hereby grants to Licensee a nonexclusive license to place the Sign in the Sign Area (the “Sign License”) for the Term of this Agreement. The Licensor is not conveying any land, title or easement thereto, but merely is granting a license as described herein. The Licensor reserves title to the Sign Area.
3. **Use.** Licensee shall use the License Area solely for the purpose of placing the Sign, storing Construction Materials, and making necessary improvements pursuant to Paragraph 8. Licensee shall not use the License Area for any other use. Licensee shall not use any other portion of Licensor’s property adjacent to the License Area. Licensee shall not use any generator or other method of temporary electricity on the License Area. Except as permitted by this Agreement, in the performance and exercise of its rights and obligations under this Agreement, Licensee shall not interfere in any manner with the existence and operation of any and all public rights-of-way and/or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and Licensor property without the express prior written approval of Licensor.

4. **Compliance; Waste; Nuisance.** Licensee shall abide by all reasonable directions and requirements of Licensor and any insurance company insuring the License Area and shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the License Area. Where a difference in specifications may exist, the more stringent specification and/or rule shall apply. To the extent applicable, this Agreement is expressly made contingent upon Licensee obtaining all applicable certificates, permits, entitlements, studies, and other approvals that any federal, state, or local authority may require for placing the Sign or storing the Construction Materials. Licensee shall bear the sole cost and expense related to the procurement of these approvals. Licensee shall at all times follow prudent operation techniques and practices in connection with the transportation and storage of Construction Materials over and on the License Area. Licensee shall maintain the License Area in a clean, safe and sightly condition. Licensee warrants that all installation services provided at the License Area shall be performed by personnel appropriately licensed, experienced and skilled in their profession and in accordance with the applicable standards of professionalism for comparable or similar services. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the License Area or (ii) any action or use of the License Area which interfere or conflict with the use of the License Area by Licensor or any authorized person using the Licensed Area.

5. **No Hazardous Materials.** No Hazardous Material (as hereinafter defined) shall be created, handled, placed, stored, used, transported or disposed of by Licensee on the License Area. Licensee hereby agrees to indemnify, defend and hold the Licensor and its directors, officers, employees and agents harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorney’s fees, consultant fees and expert fees) which result from Licensee’s breach of this Paragraph. As used herein, Hazardous Material shall mean any substance that is toxic, ignitable, reactive, and corrosive and that is regulated by any local government, the State of Florida, or the United States Government. Hazardous Material includes any and all material or substances that are defined as hazardous waste, extremely hazardous waste or a hazardous substance pursuant to state, federal or local governmental law. Hazardous Material includes, but is not restricted to, asbestos, polychlorobiphenyls (PCBs), petroleum, or fluids in drums that could seep into the
ground. Notwithstanding the foregoing, nothing herein will constitute or be construed as a waiver of the either party’s limitations on liability set forth in section 768.28, F.S., and other applicable law.

6. Fees. Licensee shall not be required to pay Licensor any fees for use of the License Area, but shall be responsible to reimburse Licensor for all costs, expenses, and fees incurred by Licensor as a result of a breach by Licensee of this Agreement. Licensee shall be solely responsible for the payment of all lawful fees, taxes and for the payment of any utility charges in connection with the exercise of Licensee’s right, title, and interest in and to the Licensed Area.

7. Term. This Agreement shall terminate the earlier of: (a) October 31, 2019, or (b) 30 days after the date Licensor, in Licensor’s sole discretion, provides written notice of termination to Licensee (the “Term”). Notwithstanding the previous sentence, the Storage License shall terminate the earlier of: (a) March 31, 2019, or (b) the termination of this Agreement (the “Storage Term”). The Licensee may extend the Term or Storage Term upon written consent from Licensor, which may be given at Licensor’s sole discretion. In the event of a breach by Licensee of Section 3, Section 4 or Section 5 of this Agreement, Licensor may immediately terminate this Agreement.

8. Improvements. Licensee shall make all improvements and repairs to the License Area necessary to improve the License Area to a condition usable for the placement of the Sign and storage of Construction Materials. Prior to making any improvements, Licensee shall obtain the written consent of Licensor. Such improvements and repairs of the License Area may include leveling, removing Landscaping, and filling low areas with shell or similar material. Prior to the expiration or termination of the Storage License, Licensee shall restore the Storage Area and the Access Area to the same condition as it existed immediately preceding the execution of this Agreement. Upon the expiration or termination of the Sign License, Licensee shall restore the Sign Area to the same condition as it existed immediately preceding the execution of this Agreement. Examples of such restoration include planting sod, bushes, trees, and other plants that reasonably resemble the Landscaping.

9. Condition. Licensor makes no representation or warranty regarding the condition of the License Area or whether the use contemplated by this Agreement is allowed under applicable law, restrictions, or zoning requirements. Licensee accepts the License Area in its present “AS IS” condition. Except as provided by Paragraph 8, Licensee shall make no alterations or changes to the License Area.

10. Liability. Licensee shall be responsible for any damage to the License Area caused by Licensee or its employees or contractors. Licensee indemnifies Licensor against any loss, liability, or expense resulting from any claim made for personal injury or death, or damage to property, arising from the use of the License Area pursuant to this Agreement, as well as any fines or other costs incurred as a result of the use of the License Area pursuant to this Agreement. Licensee acknowledges that the License Area is vacant, and Licensor shall have no obligation to provide security for the License Area. Licensor shall have no liability to Licensee or to any person for personal injury or death, or damage to property resulting from the use of the License Area pursuant to this Agreement except resulting from its own gross negligence or willful misconduct.
Without limiting the foregoing, Licensee hereby assumes all risks associated with the activities to be conducted pursuant to this Agreement. Notwithstanding the foregoing, nothing herein will constitute or be construed as a waiver of the either party’s limitations on liability set forth in section 768.28, F.S., and other applicable law.

11. **Insurance.** During the Term, Licensee shall maintain, at its sole cost and expense, a liability policy with minimum limits of $1,000,000 for bodily injury or death of person(s) and $1,000,000 for property damage arising out of a single occurrence. Said policies shall name Licensor as an additional insured and be endorsed to insure against obligations assumed by Licensee in the indemnity herein. A certificate of insurance shall be furnished to Licensor evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of Licensor until ten (10) days written notice has been furnished to Licensor. Upon request, copies of policies will be furnished to Licensor. Licensee understands and agrees that the use of the License Area is expressly contingent upon acceptance and compliance with the provisions contained herein.

12. **Attorney’s Fees.** In any proceeding to construe or enforce this Agreement, the losing party shall pay the substantially prevailing party, all reasonable costs, expenses and attorneys’ fees incurred by the prevailing party, including those costs, expenses and reasonable attorneys’ fees, paralegal fees, and expert witness fees incurred in appellate proceedings.

13. **No Transfer.** Licensee may not, without the prior written consent of Licensor, transfer, assign, sublet, enter into any license or concession agreement, or mortgage or hypothecate this License.

14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties relating to its subject matter and merges all prior discussions between them. This Agreement may not be amended or modified except in writing signed by all parties.

15. **Waiver.** The waiver of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement.

16. **Applicable Law.** This Agreement shall be enforced and interpreted under the laws of the State of Florida. The venue of any action brought to enforce or construe this Agreement shall be Sarasota County, Florida.

17. **Notices.** All notices pursuant to this Agreement must be in writing and will be deemed given when mailed postage prepaid, by certified or registered mail, return receipt requested, sent by receipt courier service or delivered personally to the party concerned at the addresses set forth below:
If to Licensor:
Sarasota County Public Hospital Board
Attn:__________________________

__________________________

If to Licensee:

West Villages Improvement District
Attn: District Manager
2501A Burns Road
Palm Beach Gardens, Florida 33410

With a Copy to:

Hopping Green & Sams, P.A.
Attn: District Counsel
119 South Monroe Street, Ste. 300
Tallahassee, Florida 32301

18. **Third Party Beneficiary.** This Agreement shall be enforceable by Sarasota County Public Hospital District, as a third party beneficiary of this Agreement. Except as set forth in the preceding sentence, this Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

19. **Recitals.** The above recitals are true and are hereby incorporated into this Agreement.

[Signatures on Next Page]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first above written.

SARASOTA COUNTY PUBLIC HOSPITAL BOARD,
a Florida independent district

By: ____________________________
    David Verinder,
    President and Chief Executive Officer

LICENSOR

WEST VILLAGES IMPROVEMENT DISTRICT,
an independent special district of the State of Florida

By: ____________________________
    Todd Wodraska
    Secretary

LICENSEE
Nature of Service:
Install Flowguard 3 POC and New Galvanized Discharge Header for Hoover SCADA Remote Management

redo entire assembly from the well tee to a below grade 6" PVC connection

The Header Assembly and Complete Installation of Hoover Flowguard Water Management System include the following -

-- Remove and dispose of all existing discharge header components
-- Installation of a 6" Cast Iron Epoxy Coated Dorot 100 Shut Off Valve and 6" two-way butterfly valve and all hot-dipped grooved pipe for the header assembly on a 4 ft x 4 ft concrete pad.
-- Install epoxy coated 6" Magnetic flow meter and pressure transducer (and CUSTOMER PROVIDED BACK FLOW PREVENTER)
-- Install the Hoover Flowguard NEMA 4 Control Panel complete and connection to all available component sensors.
-- Panel includes an industrial cellular modem with a One Year Data plan.
-- Hoover will use care, but is not responsible for the repair of hardscape or landscape damaged in the course of performing work and accessing work areas

*** The panel will need 110V service provided for operation - NOT by Hoover.

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions
Lump Sum Price: $16,011.42

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:

[Signature]
Nathan Dreher 9/17/2018

Accepted by:

[Signature] 10/18/18
West Villages Improvement District

Signature/ Name Printed/ Date
Proposal

Customer# 6454
West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Tel: 561-630-4922 Fax: 561-630-4923

Job Site: #8623
West Villages Lake Water Transfer
W. Village Pkwy
Venice, FL 34293
Tel: Contact:

Nature of Service:
Add sensors to the existing pump station:
- Salinity sensor installed on the station header
- Level Sensor run in 1" conduit from the station to up to 40 ft. into the lake.
- All data will be viewable and reported through Flowguard.

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover Standard Warranty Terms and Conditions

Lump Sum Price.... $5,423.32

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:

HOOVER PUMPING SYSTEMS

[Signature]
Nathan Dreher 9/17/2018

Accepted by:

West Villages Improvement District

[Signature]
Signature/ Name Printed/ Date 10/16/18
Nature of Service:
Install Flowguard 3 POC and New Galvanized Discharge Header for Hoover SCADA Remote Management

Redo entire assembly from the DS side of the back flow preventer at the well tee to the flanged connection to the discharge pipe before it goes below grade.

The Header Assembly and Complete Installation of Hoover Flowguard Water Management System include the following -

- Remove and dispose of all existing discharge header components downstream of the back flow preventer.
- Installation of a 4" Cast Iron Epoxy Coated Dorot 100 Shut Off Valve and 4" two-way butterfly valve and all hot-dipped grooved pipe for the header assembly on a 4 ft x 4 ft concrete pad.
- Install epoxy coated 4" Magnetic flow meter and pressure transducer.
- Install the Hoover Flowguard NEMA 4 Control Panel complete and connection to all available component sensors.
- Panel includes an industrial cellular modem with a One Year Data plan.
- Hoover will use care, but is not responsible for the repair of hardscape or landscape damaged in the course of performing work and accessing work areas

*** The panel will need 110V service provided for operation - NOT by Hoover.

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions
Proposal

Lump Sum Price: $15,314.23

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:

[Signature]

Nathan Dreher 9/17/2018

Accepted by:

[Signature]

West Villages Improvement District 10/16/18

Signature/ Name Printed/ Date
Proposal

Customer# 6454
West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Garden FL 33410
Tel: 561-630-4922 Fax: 561-630-4923

Job Site: # 8307
Gran Paradiso Centrifugal Replacement for ID602
20061 Galleria Blvd
Venice FL
Tel: Contact:

Nature of Service:
Add sensors to existing pump station -

- Salinity sensor added to station header.
- Lake level sensor run in 1" conduit from the station to ~40 ft. into the water
- Rain gauge installation
- All sensors will have Flowguard graphing and reporting

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover Standard Warranty Terms and Conditions

Lump Sum Price.... $5,620.43

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:

Hoover Pumping Systems

Nathan Dreher 10/4/2018

Accepted by:

West Villages Improvement District

Signature/ Name Printed/ Date

10/16/18
CERTIFICATE OF OWNERSHIP AND PUBLIC DEDICATION

STATE OF FLORIDA

COUNTY OF LEE

Lamar Hurst, LLC, a Florida limited liability company, by the Vice President, Dwayne McLaughlin, acting by and with authority of its members, certifies ownership by said limited liability company of "GRAN PARADISO, PHASE 8" shown and described herein.

Said Company does hereby dedicate in perpetuity and for its exclusive use of all easements identified as "Public Easements" as shown herein to the State Utility Improvement District ("SUId") for the purpose of and in consideration of easements or portions thereof which are necessary or convenient for the permanent dedication and maintenance of said easements.

The dedication herein made shall be evidenced by a recorded instrument in the public records of the County of Lee, State of Florida, and all such easements shall be subject to all rights of the State Utility Improvement District ("SUId") which may be established in the future.

NOTE:

This is a final hazard survey map and building setbacks map in accordance with appropriate survey regulations.

DEDICATION OF EASEMENTS

These easements are dedicated to the public utility companies and are for the purpose of providing access and maintaining service to the area. The easements are dedicated to the public utility companies for the purpose of providing access and maintaining service to the area.

FLOOD ZONE

The land is located in Flood Zone "A" in accordance with the Federal Emergency Management Agency's Flood Insurance Rate Map (FIM) 1213522. The area shown on the map is subject to elevation and change due to the effects of flood. The land is located in Flood Zone "A" in accordance with the Federal Emergency Management Agency's Flood Insurance Rate Map (FIM) 1213522. The area shown on the map is subject to elevation and change due to the effects of flood.

CERTIFICATE OF SURVEY

The undersigned Florida Professional Land Surveyor, hereby certify that this plat is a true and correct representation of the land described in this plat and that it is true and correct in all material respects to the best of my knowledge and belief. Date: 10/19/2019

[Signature]

Board of Supervisors

LAND SURVEYORS AND MAPPERS

CERTIFIED OF AUTHORIZATION NO. 58-6536

BRITT SURVEYING, INC.

STATE OF FLORIDA

COUNTY OF LEE

The undersigned, hereby certify that the plat has been officially approved for recording, this the 19th day of October, 2019.

[Signature]

Deputy Clerk
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of November, 2018, by and between
THOMAS RANCH LAND PARTNERS VILLAGE I, LLLP, whose address is 4901 Vineland Road,
Suite 450, Orlando, Florida 32811 (“Grantor”) and WEST VILLAGES IMPROVEMENT
DISTRICT, whose address is 2051A Burns Road, Palm Beach Gardens, Florida, 33410 (“Grantee”).

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument
and the heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations or governmental entities.)

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of $10.00 and other valuable consideration,
receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases,
conveys and confirms unto the Grantee, all that certain land situated in the City of North Port,
Sarasota County, Florida, described in the attached Exhibit A.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is
subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said
land in fee simple and that the Grantor has good right and lawful authority to sell and convey said
land. Further, the Grantor hereby warrants the title to said land and will defend the same against the
lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute, seal and deliver this indenture, all the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness:

______________________________
Name: _________________________

Witness:

______________________________
Name: _________________________

GRANTOR:

THOMAS RANCH LAND PARTNERS VILLAGE I, LLLP

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

By: _________________________
Name: Paul Erhardt
Title: Vice President

STATE OF FLORIDA
COUNTY OF _____________

The foregoing instrument was acknowledged before me this ____ day of November, 2018, by Paul Erhardt, as Vice President of THOMAS RANCH MANAGER LLC, a Delaware limited liability company, the Manager of THOMAS RANCH VILLAGES GP, LLC, a Delaware limited liability company, the General Partner of THOMAS RANCH LAND PARTNERS VILLAGE I, LLLP, on its behalf. He is personally known to me or has produced _______________________ as identification.

______________________________
Notary Public
Name: _________________________
State of Florida at Large
Commission Expires: _________________________

(NOTARY SEAL)
EXHIBIT A

Tracts 500, 501, 502, 503, 504, 600, 601, 602 and 603 as shown on the Oasis at West Villages, Phase 1 plat, recorded at Plat Book 51, Page 231 in the Official Records of Sarasota County, Florida.
AGREEMENT REGARDING THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF SIGNAGE IMPROVEMENTS AND THE FUNDING OF SAME

This Agreement (the “Agreement”) is made and entered into this 15th day of November, 2018, by and between West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, as amended (“WVID”), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership (the “Developer”), and Atlanta National League Baseball Club, LLC, a Georgia limited liability company (“ANLBC”). WVID, Developer, and ANLBC shall be referred to herein jointly as the “Parties” and each, individually, as a “Party.”

W I T N E S S E T H:

WHEREAS, WVID is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements within and without its boundaries, including but not limited to landscaping, hardscaping, entry monumentation and signage, and other improvements; and

WHEREAS, WVID, the Developer, ANLBC, the City of North Port, Florida, Sarasota County, and Calben (US) Corporation, and have entered into that certain Development Agreement dated as of September 19, 2017 (the “Development Agreement”) with respect to the planning, design, financing and construction of a facility to be utilized by ANLBC for Major League Baseball spring training and other purposes (hereinafter, the “Spring Training Complex”); and

WHEREAS, in conjunction with the development of the Spring Training Complex, the Parties desire for i) the Developer to design, and ii) WVID to construct and/or install an entry monument sign to advertise, in part, the West Villages development, the existence of the Spring Training Complex and ancillary facilities, and any other public service messages relevant to the area (hereinafter, the “Signage Improvements”); and

WHEREAS, the Parties desire for the Signage Improvements to be located at the intersection of US 41 and West Villages Parkway, as more particularly shown in the attached Exhibit A; and

WHEREAS, upon completion of the construction of the Signage Improvements, the Parties desire for WVID to ultimately own, operate, and maintain such improvements at its sole cost and expense; and

WHEREAS, WVID, the Developer and ANLBC accordingly desire to enter into this Agreement to set forth the rights, duties and obligations of the Parties hereto relative to the
design, construction, operation, and maintenance of the Signage Improvements and the funding of same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, 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. DESIGN, CONSTRUCTION AND/OR INSTALLATION OF SIGNAGE IMPROVEMENTS; FUNDING OF SAME.

A. Design of Signage Improvements; Funding of Same.

1. The Developer, in consultation with ANLBC, shall be obligated to provide for the design of the Signage Improvements, including the provision of CDs. The Parties acknowledge and agree that the Signage Improvements shall be in a style similar to the September NAK ‘Design 1’ description attached hereto as Exhibit B. The provision of the design for the Signage Improvements shall include the selection of all materials relative to same.

2. Upon the completion of the design of the Signage Improvements, ANLBC shall be responsible for reimbursing the Developer for forty-nine (49%) percent of cost of the design of the improvements. ANLBC shall remit such reimbursement to the Developer within thirty (30) days of a request for same accompanied by such supporting documentation as ANLBC shall reasonably request.

3. After completion of the Signage Improvements, the Developer shall be entitled to revise the design of the Signage Improvements, in consultation with ANLBC, and to cause WVID to renovate the sign at the Developer’s sole cost and expense.

B. Construction and/or Installation of Signage Improvements; Funding of Same.

1. Promptly upon the completion of the design of the Signage Improvements, WVID shall be responsible for the bidding and construction and/or installation of the Signage Improvements. Notwithstanding the foregoing, the software and hardware necessary to support the video capabilities of the Signage Improvements (hereinafter, the “Video Board”) shall be installed at the Spring Training Complex by ANLBC, but shall be subject to the reimbursement obligations as set forth in section 2(B)(4) herein.

2. WVID shall use its commercially reasonable best efforts to complete the construction and/or installation of the Signage Improvements by February 15,
2019; provided, however, that it shall not be a default under the terms of this Agreement should WVID fail to meet such completion date so long as WVID is expending its commercially reasonable best efforts to meet such target date.

3. The Developer and the District acknowledge and agree that the District does not have the funds available to proceed with the construction and/or installation of the Signage Improvements. In order to allow the District to proceed with such activities, the Developer accordingly agrees to make available to the District such monies as are necessary to proceed with construction and/or installation of the Signage Improvements. Developer agrees to provide to the District any such monies within fifteen (15) days upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the activities contemplated by this Agreement.

4. Upon the completion of the construction and/or installation of the Signage Improvements and full payment of the costs relative to same by the Developer to WVID, ANLBC shall be responsible for reimbursing the Developer for forty-nine (49%) percent of the construction and/or installation costs relative to such improvements. ANLBC shall remit such reimbursement to the Developer within thirty (30) days of a request for same accompanied by such supporting documentation as ANLBC shall reasonably request.

SECTION 3. OWNERSHIP, OPERATION, AND MAINTENANCE OF SIGNAGE IMPROVEMENTS AND VIDEO BOARD; USE OF VIDEO BOARD.

A. Ownership, Operation, and Maintenance of Signage Improvements. Upon completion of the construction and/or installation of the Signage Improvements, WVID shall operate and maintain the Signage Improvements at its sole cost and expense.

B. Ownership, Operation, and Maintenance of Video Board. Notwithstanding the foregoing, the software and hardware necessary to support the Video Board shall be owned, operated, and maintained at the Spring Training Complex by ANLBC at its sole cost and expense. ANLBC shall operate the Video Board in accordance with any applicable governmental rules and regulations that may be applicable to the operation of a monument sign with video capabilities. In the event that a cost savings can be achieved, the Parties acknowledge and agree that the Video Board shall have a reduced use during the hours of 1:00 a.m. and 6:00 a.m. daily.

1. Allocation of Use of Video Board. The Parties hereby acknowledge and agree that screen time relative to the Video Board shall be allocated as follows, to be
accounted for within each hour of each day annually: 5% to WVID, 55% to the Developer, and 40% to ANLBC. Notwithstanding the foregoing allocation, i) on game days during the ten (10)-week Major League Baseball spring training season, and ii) on Florida State League ("FSL") game days in the event that an FSL team owned or operated by ANLBC is utilizing the Spring Training Complex, the aforementioned allocation shall be revised as follows on such days: 5% to WVID, 35% to the Developer, and 60% to ANLBC.

2. Provision of Content. Each of WVID, the Developer, and ANLBC are responsible for providing their own content in suitable electronic format to ANLBC at least thirty (30) days in advance of the planned display. ANLBC shall manage the rotation and sequence of the messages on the Video Board in a reasonable manner to achieve the agreed-upon time allocations set forth in Section 3(B)1 above.

3. Type of Content. All messaging will be in good taste and serve to communicate and promote i) public service messages of WVID, ii) the West Villages development, including any or all of its residential or commercial communities and developments, iii) the Atlanta Braves and its events, programs and partners, or iv) the Spring Training Complex. Notwithstanding the foregoing, ANLBC’s use of the Video Board will be limited to only promoting events and programs at the Spring Training Complex, and copy for any event/program sponsor will be no more than twenty (20%) of the total sign display area. In no event may WVID or the Developer advertise sponsors that conflict with ANLBC sponsors.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above, with an initial term of thirty (30) years. Thereafter, ANLBC shall have the option to renew this Agreement on behalf of the Parties for two consecutive 5-year terms. Notwithstanding the foregoing, ANLBC’s rights and obligations under this Agreement shall automatically terminate upon the termination or expiration of the Facility Operating Agreement (and any amendments thereto).

SECTION 5. INDEMNIFICATION.

A. ANLBC acknowledges and agrees that it shall indemnify WVID and the Developer to the extent set forth in Article 11 of the Development Agreement relative to its use of the Signage Improvements, including the Video Board, pursuant to this Agreement.

B. The Developer acknowledges and agrees that it shall indemnify WVID and ANLBC to the extent set forth in Article 11 of the Development Agreement relative to its use of the Signage Improvements, including the Video Board, pursuant to this Agreement.
C. WVID acknowledges and agrees that it shall indemnify ANBLC and the Developer to the extent set forth in Article 11 of the Development Agreement relative to its use of the Signage Improvements, including the Video Board, pursuant to this Agreement. Notwithstanding foregoing, the Parties acknowledge and agree that nothing contained in this Agreement shall constitute or be construed as a waiver of WVID’s sovereign immunity, including the limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

SECTION 6. INSURANCE. During the term of this Agreement, each of the Parties shall maintain general liability insurance to afford protection against claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and in a combined-single limit of not less than $1,000,000.00 with respect to bodily injury or death and property damage.

SECTION 7. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event the Parties are required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the non-prevailing party the fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, expert witness fees and costs.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.

SECTION 10. ASSIGNMENT. None of the Parties may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

To ANLBC:  
Mr. Chip Moore  
755 Battery Avenue SE  
Atlanta, GA 30339

With a copy to:  
Mr. Greg Heller  
755 Battery Avenue SE  
Atlanta, GA 30339
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 Parties may deliver Notice on behalf of the respective Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 12. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to WVID in connection with this Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes.

SECTION 13. CONTROLLING 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. The Parties agree that the exclusive venue for any action arising hereunder shall be in the state courts located in the Sarasota County, Florida.

SECTION 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.
SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, 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 Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof. The Parties shall be solely responsible for enforcing their rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Parties’ right to protect its rights from interference by a third party.

SECTION 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.

SECTION 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of WVID, the Developer and ANLBC, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Agreement in such capacity, all as of the day and year first above written.

WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district created pursuant to Chapter 189, Florida Statutes

By: __________________________
   Chairman, Board of Supervisors

ATTEST:

By: __________________________
   Secretary

Name: __________________________

STATE OF _________________ )
COUNTY OF _________________ )

The foregoing instrument was acknowledged before me this _____ day of ______________, 2018, by Martin Black, as Chairman of the Board of Supervisors of the West Villages Improvement District for and on behalf of said entity. He [ ] is personally known to me or [ ] produced __________________ as identification.

NOTARY STAMP:

______________________________
Signature of Notary Public

______________________________
Printed Name of Notary Public
MANASOTA BEACH RANCHLANDS, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, its General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, its Manager

______________________________
By: Paul Erhardt
Title: Vice President

ATTEST:

Name: ____________________________

Name: ____________________________

STATE OF _________________ )
COUNTY OF _______________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 2018, by Paul Erhardt, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, for and on behalf of said entity. He [ ] is personally known to me or [ ] produced _______________ as identification.

NOTARY STAMP:

______________________________
Signature of Notary Public

______________________________
Printed Name of Notary Public
ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, a Georgia limited liability company

By: ______________________________

Terence F. McGuirk, Chief Executive Officer

Attest:

_______________________________
Name: __________________________

_______________________________
Name: __________________________

STATE OF ___________________ )
COUNTY OF _________________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 2018, by Terence F. McGuirk, as Chief Executive Officer of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, for and on behalf of said entity. He [ ] is personally known to me or [ ] produced _________________ as identification.

NOTARY STAMP:

________________________________________
Signature of Notary Public

________________________________________
Printed Name of Notary Public
EXHIBIT A

LOCATION OF PROPOSED SIGNAGE IMPROVEMENTS

Approximate location of Signage Improvements
EXHIBIT B

DESCRIPTION OF PROPOSED SIGNAGE IMPROVEMENTS

Exhibit B | WV PARKWAY ENTRY MONUMENT

Estimated cost based on above design is $225,000

OPTION A - VIEW FROM EAST BOUND DIRECTION OF TRAVEL
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of ______________, 2018, by and between WEST VILLAGES IMPROVEMENT DISTRICT, whose address is 2051A Burns Road, Palm Beach Gardens, Florida, 33410 (“Grantor”) and MANASOTA BEACH RANCHLANDS, LLLP, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Grantee”).

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in the City of North Port, Sarasota County, Florida, described in the attached Exhibit A.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute, seal and deliver this indenture, all the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness:

__________________________
Secretary

Witness:

Name: ______________________

GRANTOR:

WEST VILLAGES IMPROVEMENT DISTRICT

__________________________
Martin Black, Chairman

STATE OF FLORIDA
COUNTY OF ____________

The foregoing instrument was acknowledged before me this ____ day of ____________, 20__, by Martin Black, as Chairman of the Board of Supervisors of the West Villages Improvement District, on its behalf. He is personally known to me or has produced ________________ as identification.

__________________________
Notary Public
Name: ______________________
State of Florida at Large
Commission Expires: ________________

(NOTARY SEAL)
EXHIBIT A

NOTES:
1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this sketch, drawing, plat or map is for informational purposes only.
2. Bearings shown herein are relative to the north line of Section 5 having a bearing of N 89° 08' 29" W.
3. This is a sketch only and does not represent a field survey.
4. Subject to easements of record.

SEE SHEET 2 FOR DETAIL AND TABLES
SEE SHEET 3 FOR DESCRIPTION

REV. A, REVISED SKETCH TO MATCH NEW RIGHT-OF-WAY ALIGNMENT, EDN. 11/7/18

This is NOT a Survey and Not valid without all sheets.

SKETCH & DESCRIPTION OF A PORTION OF A RIGHT-OF-WAY EASEMENT TO BE VACATED IN SECTION 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA

#
DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A portion of a right-of-way easement as recorded in Official Records Instrument Number 2007150241, as recorded in the Public Records of Sarasota County, Florida and lying in Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 5, also being the southeast corner of said Section 32, thence N.89°05'29"W., along the the north line of said Section 5, also being south line of said Section 32, a distance of 547.17 feet, thence S.00°04'28"W., a distance of 1.39.76 feet to the POINT OF BEGINNING; thence S.00°30'13"W., a distance of 176.45 feet to the point of curvature of a non-tangent curve to the right, having a radius of 473.00 feet and a central angle of 46°05'20", said point being on the southerly line of said right-of-way easement; thence along said southerly easement line for the following three (3) calls: (1) thence southwesterly along the arc of said curve, a distance of 380.48 feet; said curve having a chord bearing and distance of S.67°27'45"W., 370.31 feet, to the point of tangency of said curve; (2) thence N.89°29'48"W., a distance of 832.23 feet; (3) thence N.88°00'01"W., a distance of 91.13 feet to the point of curvature of a non-tangent curve to the left, having a radius of 759.00 feet and a central angle of 34°57'57"; thence easterly along the arc of said curve, a distance of 463.19 feet, said curve having a chord bearing and distance of N.74°31'01"E., 456.04 feet, to a point on the northerly line of said right-of-way easement; thence along said northerly easement line for the following two (2) calls: (1) thence S.89°29'35"E., a distance of 484.82 feet to the point of curvature of a curve to the left having a radius of 345.00 feet and a central angle of 68°23'04"; (2) thence northeasterly along the arc of said curve, a distance of 411.77 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 78°32'12"; thence southeasterly along the arc of said curve, a distance of 34.27 feet, said curve having a chord bearing and distance of S.36°45'33"E., 31.85 feet to the POINT OF BEGINNING.

Said portion of recorded right-of-way easement contains 131,617 square feet or 3.0215 acres, more or less.
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this __ day of ________________, 2018, by and between MANASOTA BEACH RANCHLANDS, LLLP, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 ("Grantor") and WEST VILLAGES IMPROVEMENT DISTRICT, whose address is 2051A Burns Road, Palm Beach Gardens, Florida, 33410 ("Grantee").

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in the City of North Port, Sarasota County, Florida, described in the attached Exhibit A.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute, seal and deliver this indenture, all the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness:

______________________________  
Name: __________________________

Witness:

______________________________  
Name: __________________________

GRANTOR:

MANASOTA BEACH RANCHLANDS, LLLP

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

By: __________________________  
Name: Paul Erhardt  
Title: Vice President

STATE OF FLORIDA

COUNTY OF ____________

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by Paul Erhardt, as Vice President of THOMAS RANCH MANAGER LLC, a Delaware limited liability company, the Manager of THOMAS RANCH VILLAGES GP, LLC, a Delaware limited liability company, the General Partner of MANASOTA BEACH RANCHLANDS, LLLP, on its behalf. He is personally known to me or has produced __________ as identification.

________________________________  
Notary Public  
Name: __________________________

State of Florida at Large  
Commission Expires: __________________

(NO T A R Y S E A L )
EXHIBIT A

VICTORY MAP

NOTES:
1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mopper, this sketch, drawing, plot or map is for informational purposes only.
2. Bearings shown herein are relative to the north line of Section 5 having a bearing of N89°00'29"W.
3. This is a sketch only and does not represent a field survey.
4. Subject to covenants of record.

BY:

[Signature]

November 7, 2019

STATE OF FLORIDA

This is NOT a survey and not valid without all sheets.

This is NOT a survey and not valid without all sheets.

[Company Logo]
DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 5, also being the southeast corner of said Section 32; thence N.89°05'29"W., along the the north line of said Section 5, also being south line of said Section 32, a distance of 544.12 feet to the POINT OF BEGINNING, said point also being the point of curvature of a non-tangent curve to the right having a radius of 345.00 feet and a central angle of 19°38'45"; thence southerly along the arc of said curve, a distance of 118.30 feet, said curve having a chord bearing and distance of 5.12'18"00'W., 117.12 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 11°27'48"; thence westerly along the arc of said curve, a distance of 5.00 feet, said curve having a chord bearing and distance of N.88°45'33"W., 4.99 feet, to the point of tangency of said curve; thence N.89°29'27"W., a distance of 184.49 feet; thence N.75°59'43"W., a distance of 42.85 feet; thence N.89°29'27"W., a distance of 65.89 feet to the point of curvature of a curve to the left having a radius of 631.00 feet and a central angle of 41°50'02"; thence westerly along the arc of said curve, a distance of 460.72 feet to the point of reverse curvature of a curve to the right having a radius of 759.00 feet and a central angle of 08°21'31"; thence southwesterly along the arc of said curve, a distance of 110.73 feet to a point on the northerly line of a right-of-way easement, as recorded in Official Records Instrument Number 2007150241 in the Public Records of Sarasota County, Florida; thence along said northerly easement line for the following two (2) colls: (1) thence N.88°29'35"W., a distance of 345.60 feet; (2) thence N.88°00'01"W., a distance of 89.49 feet to the point of curvature of a non-tangent curve to the left, having a radius of 631.00 feet and a central angle of 42°42'09"; thence easterly along the arc of said curve, a distance of 470.28 feet, said curve having a chord bearing and distance of N.70°38'54"E., 459.47 feet, to the point of reverse curvature of a curve to the right having a radius of 759.00 feet and a central angle of 31°51'36"; thence northeasterly along the arc of said curve, a distance of 422.05 feet to the intersection with the abovementioned northerly line of said Section 5; thence S.89°05'28"E., along said north section line, a distance of 455.80 feet to the POINT OF BEGINNING.

Said tract contains 125,497 square feet or 2.8810 acres, more or less.

SEE SHEET 1 FOR VICINITY MAP AND TIES TO POINT OF COMMENCEMENT
SEE SHEET 2 FOR DETAIL & TABLES

RE: "REvised Sketch to Watch Now Right-of-Way ALignment Edn: 11/2/19"

This is NOT a Survey and Not valid without all sheets.
DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 32, also being the northeast corner of said Section 5; thence N.89°05’29”W., along the the south line of said Section 32, also being north line of said Section 5, a distance of 544.12 feet to the POINT OF BEGINNING; thence continue N.89°05’29”W., along said south line of Section 32, a distance of 455.80 feet to the point of curvature of a non-tangent curve to the right, having a radius of 753.00 feet and a central angle of 09°21’07’; thence easterly along the arc of said curve, a distance of 123.89 feet, said curve having a chord bearing and distance of N.85°49’59”E., 123.75 feet, to the point of tangency of said curve, thence $S.88°29’27”E.$, a distance of 295.43 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00’00”; thence northeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, thence N.00°30’33”E., a distance of 178.46 feet, thence N.14°31’49”E., a distance of 54.01 feet, thence S.00°49’27”W., a distance of 223.55 feet to the point of curvature of a non-tangent curve to the right, having a radius of 951.34 feet and a central angle of 02°37’30’; thence southerly along the arc of said curve, a distance of 43.58 feet, said curve having a chord bearing and distance of S.00°17’26”W., 43.58 feet, to the POINT OF BEGINNING.

Said tract contains 7,856 square feet or 0.1803 acres, more or less.

SEE SHEET 1 FOR VICINITY MAP AND TIES TO POINT OF COMMENCEMENT.
SEE SHEET 2 FOR DETAIL & TABLES.

This is NOT a Survey and Not valid without all sheets.

FILED: WEST VILLAGE IMPROVEMENT DISTRICT
10/20/2016 - 14:44:28

PROPOSED RIGHT-OF-WAY LOCATED IN
SECTION 32, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA

Task Code: 501
Drawing No: 501
Sheet: 3 of 3
Drawing Index No: A301610564
Rev: 0
NOTES:
1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this sketch, drawing, plot or map is for informational purposes only.
2. Bearings shown herein are relative to the north line of Section 5, having a bearing of N89°05'29"W.
3. This is a sketch only and does not represent a field survey.
4. Subject to easements of record.

SEAL: A. This is NOT a Survey and Not valid without all sheets.

STATE OF FLORIDA

SKETCH & DESCRIPTION OF PROPOSED RIGHT-OF-WAY LOCATED IN SECTION 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA

REL:"A". UPDATE OF PARCEL RECORDING INFORMATION; END: 11/3/18

Stantec

REV: A
A tract of land lying in Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being described as follows:

Commence at the northeast corner of said Section 5, also being the southeast corner of said Section 32; thence N.87°05'29"W., along the north line of said Section 5, a distance of 400.30 feet to the POINT OF BEGINNING; thence S.00°52'10"W., a distance of 85.83 feet; thence S.89°05'29"E., a distance of 25.97 feet to the point of curvature of a non-tangential curve to the left, having a radius of 34.96 feet and a central angle of 97°16.34'; thence southwesterly along the arc of said curve, a distance of 55.09 feet; thence having a chord bearing and distance of S.49°54'15"W., a distance of 45.56 feet; thence N.09°30'33"E., non-tangential to the last stated curve, a distance of 63.06 feet; thence N.83°22'41"E., a distance of 213.24 feet to the point of curvature of a non-tangential curve to the left, having a radius of 473.00 feet and a central angle of 14°26'17"; thence northwesterly along the arc of said curve, a distance of 116.44 feet; thence having a chord bearing and distance of N.09°06'18"E., a distance of 116.15 feet; thence the intersection with the aforementioned north line of Section 5; thence S.89°05'29"E., a distance of 15.78 feet to the POINT OF BEGINNING.

Said tract contains 2.516 acres, more or less.

**REV. A; UPDATE OF PARCEL DESCRIPTION INFORMATION: EDMA 11/8/19**

This is NOT a Survey and Not valid without all sheets.
DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGINNING at the northwest corner of Parcel E as recorded in Official Records Instrument Number 2017/56837 of the Public Records of Sarasota County, Florida; the following four (4) colls are along the westerly line of Parcel E and Parcel E2 (recorded in said Official Records Instrument Number 2017/56837): (1) thence S.07°30’33”W, a distance of 759.68 feet to the point of curvature of a curve to the left, having a radius of 2,064.03 feet and a central angle of 122°41’11”; (2) thence Soutthwesterly along the arc of said curve, a distance of 446.80 feet, to the end of said curve; (3) thence N.78°08’32”E, along a line non-tangent to said curve, a distance of 81.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 2029.95 feet and a central angle of 90’13’03”; (4) thence Southwesterly along the arc of said curve, a distance of 78.62 feet, said curve having a chord bearing and distance of 812’00”09’E, 78.62 feet, to the end of said curve; thence S.77°31’18”W, along a line non-tangent to said curve, a distance of 84.06 feet to the point of curvature of a non-tangent curve to the right, having a radius of 2007.00 feet and a central angle of 12°37’13”; thence Northerly along the arc of said curve, a distance of 455.29 feet, said curve having a chord bearing and distance of 453’06”04’W, 455.29 feet, to the point of tangency of said curve; thence N.00°00’00”E, a distance of 750.74 feet to a point on the easterly line of Parcel 300 as recorded in Official Records Instrument Number 2007/88681 of said Public Records, also being the point of curvature of a non-tangent curve to the left, having a radius of 413.00 feet and a central angle of 00°21’35”; thence Northeasterly along said easterly line and along the arc of said curve, a distance of 4.35 feet, said curve having a chord bearing and distance of 144’00’18’E, 4.35 feet to the POINT OF BEGINNING.

Said tract contains 4,114 square feet or 0.0944 acres, more or less.

<table>
<thead>
<tr>
<th>CURVE TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LINE BEARING</td>
</tr>
<tr>
<td>L1</td>
</tr>
<tr>
<td>L2</td>
</tr>
</tbody>
</table>

NOTES:

1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this sketch, drawing, plat or map is for informational purposes only.

2. Bearings shown herein are relative to the north line of Section 4 having a bearing of S89°36’43”E.

3. This is a sketch only and does not represent a field survey.

4. Subject to easements of record.

This is NOT a Survey and Not valid without all sheets.

STANTEC

| SKETCH & DESCRIPTION OF ADDITIONAL RIGHT-OF-WAY, LYING IN |
| SECTION 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA |
| PACK CODE | 220 |
| DRAWN BY | JAK |
| ISSUED BY | EDM |
| REV. | 1 |

Page 93
CHANGE ORDER

PROJECT NAME: ATLANTA BRAVES SPRING TRAINING FACILITY PROJECT AT WEST VILLAGES, FL

OWNER: WEST VILLAGES IMPROVEMENT DISTRICT

CONSTRUCTION MANAGER: BARTON MALOW COMPANY AND P.J. HAYES, INC. D/B/A TANDEM CONSTRUCTION

DATE OF AGREEMENT: November 2, 2017

DATE OF THIS CHANGE ORDER: November 12, 2018

CHANGE ORDER NUMBER: 12

The Agreement between Owner and Construction Manager (the “Agreement”) is changed as follows:

All labor, equipment, materials, and services necessary to complete the construction of the scope of work known as Change Order Request 40, Change Order Request 45, Change Order Request 53, Change Order Request 65, Change Order Request 74, Change Order Request 77, Change Order Request 78, Change Order Request 80, Change Order Request 82, Change Order Request 84, Change Order Request 87 and Change Order Request 89. Detailed descriptions of these changes are identified in the attached Exhibit 1.

The Contract Time is hereby increased by the following number of calendar days: 0

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Intersection GMP is neither increased nor decreased by this Change Order. The Ballpark GMP is hereby increased by $114,848.64.

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Ballpark GMP or the Intersection GMP arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

**Ballpark GMP**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original GMP:</td>
<td>$ 11,114,109.01</td>
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<tr>
<td>Net Change by Previous Change Orders:</td>
<td>$ 88,239,769.07</td>
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<tr>
<td>GMP before this Change Order:</td>
<td>$ 99,353,878.08</td>
</tr>
</tbody>
</table>
Decrease in this Change Order: $114,848.64
GMP, as adjusted by this Change Order: $99,468,726.72

**Intersection GMP**

Original GMP: $0.00
Net Change by Previous Change Orders: $6,132,226.69
GMP before this Change Order: $6,132,226.69
Increase in this Change Order: $0.00
GMP, as adjusted by this Change Order: $6,132,226.69

**Ballpark Completion Dates**

Substantial Completion Date, as adjusted previously: See Exhibit E of Change Order 1 to Ballpark Facility Agreement
Increase in Contract Time: 0 days
New Substantial Completion Date: No Change

**Intersection Work Completion Dates**

Substantial Completion Date, as adjusted previously: February 1, 2019
Increase in Contract Time: 0 days
New Substantial Completion Date: February 1, 2019

Upon execution of this Change Order by Owner and Construction Manager, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order.
Owner

By: ____________________________  By: ____________________________

Date: __________________________  Date: __________________________

Owner

By: ____________________________  By: ____________________________

Date: __________________________  Date: __________________________

Construction Manager

By: ____________________________  By: ____________________________

Date: __________________________  Date: __________________________
Nature of Service:
Add sensors to existing pump station -

-- Salinity sensor added to station header.
-- Lake level sensor run in 1" conduit from the station to ~40 ft. into the water
-- Rain gauge installation
-- All sensors will have Flowguard graphing and reporting

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover Standard Warranty Terms and Conditions

Lump Sum Price.... $5,620.43

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:
HOOVER PUMPING SYSTEMS

Nathan Dreher 10/4/2018

Accepted by:
West Villages Improvement District

Signature/ Name Printed/ Date
Nature of Service:
Add sensors to the existing pump station:

-- Salinity sensor installed on the station header
-- Level Sensor run in 1" conduit from the station to up to 40 ft. into the lake.
-- All data will be viewable and reported through Flowguard.

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover Standard Warranty Terms and Conditions

Lump Sum Price.... $5,423.32

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney’s fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by: Hoover Pumping Systems
Accepted by: West Villages Improvement District

Nathan Dreher 9/17/2018
Nature of Service:
Install Flowguard 3 POC and New Galvanized Discharge Header for Hoover SCADA Remote Management

Redo entire assembly from the DS side of the back flow preventer at the well tee to the flanged connection to the discharge pipe before it goes below grade.

The Header Assembly and Complete Installation of Hoover Flowguard Water Management System include the following -

-- Remove and dispose of all existing discharge header components downstream of the back flow preventer.
-- Installation of a 4" Cast Iron Epoxy Coated Dorot 100 Shut Off Valve and 4" two-way butterfly valve and all hot-dipped grooved pipe for the header assembly on a 4 ft x 4 ft concrete pad.
-- Install epoxy coated 4" Magnetic flow meter and pressure transducer.
-- Install the Hoover Flowguard NEMA 4 Control Panel complete and connection to all available component sensors.
-- Panel includes an industrial cellular modem with a One Year Data plan.
-- Hoover will use care, but is not responsible for the repair of hardscape or landscape damaged in the course of performing work and accessing work areas

*** The panel will need 110V service provided for operation - NOT by Hoover.

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions
Proposal

Hoover Pumping Systems
2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 855-365-PUMP (7867)

Lump Sum Price.... $15,314.23

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:
Hoover Pumping Systems

Nathan Dreher 9/17/2018

Accepted by:
West Villages Improvement District

Signature/Name Printed/Date
Nature of Service:
Install Flowguard 3 POC and New Galvanized Discharge Header for Hoover SCADA Remote Management

Redo entire assembly from the well tee to a below grade 6" PVC connection

The Header Assembly and Complete Installation of Hoover Flowguard Water Management System include the following -

-- Remove and dispose of all existing discharge header components
-- Installation of a 6" Cast Iron Epoxy Coated Dorot 100 Shut Off Valve and 6" two-way butterfly valve and all hot-dipped grooved pipe for the header assembly on a 4 ft x 4 ft concrete pad.
-- Install epoxy coated 6" Magnetic flow meter and pressure transducer (and CUSTOMER PROVIDED BACK FLOW PREVENTER)
-- Install the Hoover Flowguard NEMA 4 Control Panel complete and connection to all available component sensors.
-- Panel includes an industrial cellular modem with a One Year Data plan.
-- Hoover will use care, but is not responsible for the repair of hardscape or landscape damaged in the course of performing work and accessing work areas

*** The panel will need 110V service provided for operation - NOT by Hoover.

Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions
Lump Sum Price.... $16,011.42

**TERMS:** Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted by:

HOOVER PUMPING SYSTEMS

Nathan Dreher 9/17/2018

Accepted by:

West Villages Improvement District

______________________________

Signature/ Name Printed/ Date
APPENDIX E
West Villages Improvement District
Water Conservation Plan

Landscape and Recreational Use
Sarasota County, Florida
Document Information

Prepared for: West Villages Improvement District
Project Name: WVID Water Conservation Plan
Project Manager: David P. Kelly, P.G.
Date: April 2018

Prepared for:
The West Villages Improvement District

Prepared by:
Cardno
3905 Crescent Park Drive, Riverview, Florida, 33578
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   2.2 WVID Customer Conservation Initiatives Landscape/Recreation Use .................................. 2
   2.3 Implementation of Local and State Water Restrictions ....................................................... 5
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Table 2. Peak Month Build-Out Source and Demand ...................................................................... 2

Figures

Figure 1. WVID Service Area Map
Acronyms

AGMOD Irrigation Demand Modeling Program
CDD Community Development District
ERP Environmental Resource Permit
FGBC Florida Green Building Coalition
gpd Gallons Per Day
IFAS Institute of Food and Agriculture Science
PIL Primary Irrigation Lake
SWFWMD Southwest Florida Water Management District
WVID West Villages Improvement District
WUP Water Use Permit
1 Introduction

WVID is a government entity that is responsible for providing numerous services to its constituents within its 11,390 acre service area (WVID Service Area). A major service feature provided by the WVID is non-potable irrigation water supplies to its customers which include: residential developments, commercial enterprises, parks and recreational fields encompassing approximately 7,175 acres (Current WUP Service Area). The WVID Service Area is shown in Figure 1. WVID Service Area Map.

The WVID is committed to using lowest quality water sources in conjunction with water conservation practices to provide all users within its service area irrigation water in the most effective and efficient manner. WVID is open to any future partnerships with the local city, county and state entities to further incorporate the use of Alternative Water Supplies (reclaimed water) into its distribution system when they become available. The WVID will evaluate and implement the latest technologies to increase conservation during the 50-year water use permit duration, this includes potential partnerships with the Southwest Florida Water Management District (SWFWMD) on cost-sharing initiatives that aid and increase water conservation.

All users within the WVID Current WUP Service Area will be required to implement Florida-Friendly Landscaping to the greatest extent practical in the design of the residential, common area and commercial elements. University of Florida Institute of Food and Agriculture Science (IFAS), Florida Friendly Yards and Neighborhoods Handbook will be used as a guide in developing the landscape architecture for all areas of the planned community. The goal will be to develop quality landscapes that incorporate drought tolerant plantings and the use of micro-jet irrigation to maximize water conservation.

2 Water Conservation Practices and Regulations

The proposed water conservation practices outlined by the WVID are presented in below:

2.1 Prohibition of Individually Owned Groundwater Wells for Irrigation

The WVID will prohibit any of its customers from installing individual groundwater wells for the purpose of providing water for irrigation; irrigation water will be supplied by the WVID for all customers within its Current WUP Service Area. This regulation is necessary to allow for a centralized water distribution system under the direct control of the WVID for irrigation water supplied to the Current WUP Service Area. Elimination of private wells that don’t meet the SWFWMD’s permitting regulation and reporting requirements, allows for greater control and limits irresponsible use of the areas water supplies. The implementation of the WVID Service Area and the incorporation of water conservation practices established within this plan safe guards the available water resources for the foreseeable future.

Upon build out of the WVID Current WUP Service Area, there is likely to be over 1,443 acres of residential lawn and landscape areas, and without the guidance and control of the water resources by the WVID, the owners of these residences would be compelled to use individual wells to meet their irrigation needs. This would establish considerable strain on existing water supplies to meet this unregulated demand. The WVID control of irrigation supply will increase the conservation and sustainability of the local water supplies:

- WVID will utilize reclaimed water, storm water sources to the greatest extent practical prior to the use of groundwater for irrigation needs within the Current WUP Service Area. The WVID
is actively seeking and preparing for the incorporation of reclaimed water supply sources when it becomes available. The WVID will continue to work with local, county and state officials to secure, cost-share and implement the infrastructure needed to incorporate reclaimed water as a source for irrigation supply.

- The WVID will use Primary Irrigation Lake (PIL) 1, PIL 2 and PIL 3 as potential sources of water for irrigation and blending groundwater sources as the central part of the storm water capture and groundwater augmentation system. As each development within the WVID Current WUP Service Area is constructed, WVID will apply for and receive an Environmental Resource Permit (ERP) from the SWFWMD that will be used to refine the irrigation demands and provide a basis for modifying the water use permit to delineate irrigated areas and define each lake’s augmentation re-pump system.

- As the WVID Current WUP Service Area is built out, reclaimed water and storm water will become more available. With each new phase of development and ERP modification, reclaimed water availability and storm water will be evaluated and used as applicable to offset groundwater quantities. Eventually reclaimed water and storm water will provide the majority of irrigation supply. Table 1 shows at year 50, reclaimed water will be able to supply approximately 100 percent of the irrigation demand on an annual average daily basis. Table 2 demonstrates that reclaimed water will only make up approximately 50 percent of the peak month demand. Actual reclaimed water availability will be refined as WVID Current WUP Service Area is developed.

Table 1. Annual Average Build-Out (Year 50) Source and Demand

<table>
<thead>
<tr>
<th>Source</th>
<th>Supply Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Englewood Water District Reclaimed (Future)</td>
<td>250,000</td>
</tr>
<tr>
<td>Sarasota County Reclaimed (Future)</td>
<td>250,000</td>
</tr>
<tr>
<td>West Village Improvement District WWTP (Future)</td>
<td>4,000,000</td>
</tr>
<tr>
<td><strong>Sub-Total Reclaimed Water (Future)</strong></td>
<td><strong>4,500,000</strong></td>
</tr>
<tr>
<td>Storm Water (Future)</td>
<td>Unknown</td>
</tr>
<tr>
<td><strong>Existing and Proposed Irrigation Well Supply</strong></td>
<td><strong>2,313,700</strong></td>
</tr>
<tr>
<td><strong>Total Build-Out Irrigation Demand (Annual Average)</strong></td>
<td><strong>2,913,000</strong></td>
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Table 2. Peak Month Build-Out Source and Demand

<table>
<thead>
<tr>
<th>Source</th>
<th>Supply Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Englewood Water District Reclaimed (Future)</td>
<td>250,000</td>
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<tr>
<td>Sarasota County Reclaimed (Future)</td>
<td>250,000</td>
</tr>
<tr>
<td>West Village Improvement District WWTP (Future)</td>
<td>4,000,000</td>
</tr>
<tr>
<td><strong>Sub-Total Reclaimed Water (Future)</strong></td>
<td><strong>4,500,000</strong></td>
</tr>
<tr>
<td>Storm Water (Future)</td>
<td>Unknown</td>
</tr>
<tr>
<td><strong>Existing and Proposed Irrigation Well Supply</strong></td>
<td><strong>6,179,800</strong></td>
</tr>
<tr>
<td><strong>Total Build-Out Irrigation Demand (Peak Month)</strong></td>
<td><strong>9,219,000</strong></td>
</tr>
</tbody>
</table>

Note: Up to an additional 2.0 mgd of reclaimed water from WVID WWTP may be available at plant build out

2.2 WVID Customer Conservation Initiatives Landscape/Recreation Use

The WVID as a government entity is a supplier of water that uses an integrated system to distribute water for the use of irrigation within its Current WUP Service Area. The WVID will meter water within its
distribution system to measure the amount of water that is provided to each customer. The WVID is not be responsible for the customer’s irrigation system infrastructure. The WVID will supply water to meet the customers demand based on the District’s AGMOD irrigation allocation program. Prior to any customer receiving irrigation water from WVID, the customer must supply a water conservation plan that at a minimum addresses the following practices outlined below. The WVID will submit the plans to the Southwest Florida Water Management District. WVID will require that each customer update their plan every 5-years from the date of initial connection to the WVID irrigation distribution system. The conservation plan at minimum will address the following items:

- Landscape planning and design will adhere to Florida Statute chapter 481 Part II, landscape architecture rules and chapter 373.185, local Florida-friendly landscaping ordinances.

- The customer will conduct monthly analysis of their irrigation systems using a dedicated computer program that operates the individual pump stations and irrigation zones. Irrigation system efficiency will be able to be monitored in real time using an integrated irrigation computer program by evaluating irrigation system pressure, pumpage, and application rates to determine if the systems are operating at peak efficiency standards. The entire irrigation system will be periodically field tested to ensure that recorded values within the irrigation program are accurate.

- The customer will adhere to all City of North Port and Southwest Florida Water Management District watering restrictions. This includes limiting irrigation to twice a week and before 10:00 AM and after 4:00 PM as indicated in the District’s Phase I Water Shortage Restrictions.

- The customer will monitor pumpage rates and irrigation system pressure in real time to determine if potential leaks or system clog exist. The customer will conduct system wide field inspections of the entire irrigation management system on a yearly basis checking nozzles, valves, filters and meters to ensure they are operating at maximum efficiency. The customers irrigation sprinklers run times will be controlled from their irrigation program instead of in-field timers to ensure accurate watering applications.

- The customer will reduce runoff by operating an on/off rest cycling for all irrigation zones located on the subject property. The on/off cycling ensures that the evapotranspiration needs of the plant are delivered at a rate in which the plant and soils can uptake the water. The system is then turned off to allow water infiltration into the soil for no less than twenty minutes before the system irrigates the final supplemental water demand. This on/off rest cycling ensures that runoff from irrigation is reduced and often eliminated. The customer’s staff will field verify sprinkler positions to ensure that paved areas are not irrigated.

- The customer’s landscape staff will conduct an ongoing analysis of the irrigation system efficiency, including conveyance, distribution, and application rates. The analysis shall will include periodic testing for application and distribution uniformity, and system maintenance to irrigate efficiently.

- The customer’s landscape staff will avoid daytime irrigation, aeration or other activities which involve spraying water into the air to the greatest extent practicable to minimize water losses from evaporation and the wind. This does not apply to daytime use of water for system maintenance or other necessary non-irrigation uses.

- The customer’s landscape staff will conduct an ongoing maintenance and repair program on the water distribution and irrigation systems, including a system-wide survey conducted at least once per year that includes monitoring flow rates and system pressures to detect leaks and clogs; routine cleaning of system components (nozzles, valves, filters, meters, etc.); checking controllers or timers for accurate operation; and monitoring meters for unusually high or low readings.
• The customer’s landscape staff will evaluate the feasibility of improving the efficiency of the water distribution and irrigation systems, converting to a more efficient system when it is determined to be operationally and economically feasible.

• The customer’s landscape staff will implement an irrigation schedule that maximizes the efficiency of delivering the correct quantity of water to the root zone at the time it is needed. This will be accomplished with automated on/off cycling to ensure that the evapotranspiration needs of the plant are delivered at a rate in which the plant and soils can uptake the water. The programmable automated on/off cycling, will allow water infiltration into the soil for no less than twenty minutes before the system irrigates the final supplemental water demand. This allows for varying the irrigation schedule (time and duration) to accommodate rainy and dry seasons, adjustments for rainy versus dry and normal rainfall years. The irrigation system will also incorporate rain sensors, and reduce irrigation during dormant months.

• The customer’s landscape staff will monitor ambient conditions and soil profile using soil moisture sensors and weather station data to help determine when and how much irrigation water is needed.

• The customer’s landscape staff will use frequent mowing practices to keep turf at an optimum constant height to provide a dense canopy to retain soil moisture by shading.

• The customer’s landscape staff will reduce or eliminate irrigation runoff by monitoring irrigation duration daily so that only the water necessary for plant growth is used and avoiding irrigation of paved areas.

• The customer will incorporate Florida Friendly landscaping throughout their property whenever possible.

Customers that receive water for the irrigation of Sport Playing Fields (Recreational Use) from the WVID will address the following items in their conservation plans:

• The customer’s staff will monitor their irrigation systems and sprinkler layouts to ensure that water application is targeting only the areas that require irrigation (i.e. playing areas).

• The customer will install and use an irrigation system that incorporates low water application rate equipment (30 gallons per hour or less) for lawn and landscaping areas and non-sports playing fields areas to the greatest extent technically and economically practical.

• The customer will limit frequent irrigation to sensitive water critical areas.

• The customer will adhere to rigorous standards when designing surfaces and playing areas that meet the highest quality standards expected within the related professional industry.

If the customer uses more water for irrigation than their AGMOD allocation, WVID will notify the customer that they are over using irrigation supplies. If the customer does not come into compliance with irrigation demand allocation within 90 days, WVID will inform the customer that they are required to submit a corrective action plan. That plan, at a minimum, will include a review of their existing irrigation conservation plan and address how it is being implemented, along with providing any foreseeable updates to their plan. The corrective action plan will require identification of the cause of the over use, and corrective actions taken to return their use into compliance. Furthermore, the corrective action plan will identify actions taken by the customer to ensure there will not be a recurrence of same issues, which caused the initial over use.
2.3 Implementation of Local and State Water Restrictions

The WVID will require all customers within the Current WUP Service Area to adhere to City of North Port and the SWFWMD’s watering restrictions. These restrictions include lawn and landscape irrigation limited to 2 days per week. Even number addresses will be watered on Thursdays and/or Sundays. Odd number addresses will be watered on Wednesdays and/or Saturdays. Common areas will be watered on Tuesdays and/or Fridays. These irrigation events will only occur between 4 pm and 10 am the following day. This is to avoid irrigation during peak periods of plant evapotranspiration. The WVID will also try to incorporate additional initiatives aimed at water conservation such as: the SWFWMD Skip-A-Week campaign, educational efforts on drought conditions and irrigation restrictions, and the IFAS Florida Friendly Yards initiative described in Section 1.

2.4 Community Education on Water Conservation

The WVID plans on implementing a robust water conservation education campaign to inform residents and commercial entities within the community on the importance and benefit of utilizing conservation practices as part of their yearly routines. The water conservation education campaign may consist of a variety of media platforms created by the WVID to provide outreach to its customers, these may include: 1.) Discussion of water conservation Action Items at each WVID customer community board meeting, 2.) Informative and educational pamphlets distributed to all customers. These proposed activities will grant the WVID the ability to educate all of its customers within the Current WUP Service Area on the importance and benefit of water conservation in their daily lives.

2.5 Florida Friendly Yards

The WVID will require that customers adhere to adhere to Florida Statute chapter 481 Part II, landscape architecture rules and chapter 373.185, local Florida-friendly landscaping ordinances.

2.6 Implementation of Sustainable Development Initiatives

Sustainable development is a key goal for the WVID as it looks to the future of planned communities and their presence within the environment. The WVID will look to programs and organizations such as the Florida Water Star and Florida Green Building Coalition (FGBC) for guidance on sustainable community development practices including indoor and outdoor water conservation criteria and ways to incorporate these ideas as key pillars in the community’s development.

2.7 State Funded Cost-Share Programs

The ability to partner with State organizations such as the SWFWMD to initiate and implement cost-sharing programs that further advance water conservation activities within the WVID Current WUP Service Area is very important. The current cost-share programs provided by the SWFWMD include landscape irrigation evaluations, landscape demonstrations, evapotranspiration controllers, rains sensors and soil moisture sensors. Each of these programs will be evaluated by the WVID to determine which programs will provide the greatest impact and benefit to their customers.
WVID Water Conservation Plan

FIGURES
Figure 1. WVID Service Area Map
West Village Improvement District
Sarasota County, Florida

Proposed SW Withdrawals
Reclaimed Water Discharge Locations
Primary Irrigation Lake 2 Service Area Wells
Primary Irrigation Lake 1 Service Area Wells
Primary Irrigation Lake 3 Service Area Wells
City Boundary
Water Use Permit Boundary (WVID Service Area)
WWTP Site
Training Facility
Current WUP Service Area
Primary Irrigation Lake 1
Primary Irrigation Lake 2
Primary Irrigation Lake 3
* Primary Irrigation Lake 2 location undetermined at this time

This map and all data presented within are supplied as is without warranty of any kind, either expressed or implied. Cardno Inc. is not responsible for damages or liability from any claims that may arise out of the use or misuse of this map. It is the sole responsibility of the user to determine if the data on this map meets the user's needs. This map was not created as survey data, nor should it be used as such. It is the user's responsibility to obtain proper survey data, prepared by a licensed surveyor, where required by law.

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RESOLUTION 2018-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING RULES RELATING TO THE PROVISION AND SUSPENSION OF IRRIGATION QUALITY WATER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, Laws of Florida, as amended (the “Special Act”), and is situated in the City of North Port, Florida and unincorporated Sarasota County, Florida; and

WHEREAS, the Special Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution the Rules Relating to the Provision and Suspension of Irrigation Quality Water (hereinafter, the “Rules”) attached hereto as Exhibit A for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT:

SECTION 1. The attached Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules shall stay in full force and effect until such time as the Board may amend these rules in accordance with Chapter 2004-456, Laws of Florida, as amended.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of November, 2018.

ATTEST: WEST VILLAGES IMPROVEMENT DISTRICT

_____________________________  ____________________________________
Secretary/Assistant Secretary   Chairman, Board of Supervisors

Exhibit A: Rules Relating to the Provision and Suspension of Irrigation Quality Water
WEST VILLAGES IMPROVEMENT DISTRICT

Rules Relating to the Provision and Suspension of Irrigation Water

Section 1. Introduction. This rule addresses the provision of irrigation quality water (hereinafter, “Irrigation Water”) by the West Villages Improvement District (the “District”) to associations, property owners, or other entities identified in a contract for Irrigation Water (collectively, “Users”), and the suspension of the provision of same. In furtherance of the foregoing, the District has previously adopted Resolution 2018-18 wherein it approved 1) a variable operating/usage charge, 2) a fixed capital charge, and 3) a fixed well availability charge (collectively, the “Irrigation Fees”) relative to its provision of Irrigation Water to Users.

Section 2. Reporting of Anticipated Excessive Usage. The South Florida Water Management District (“SWFWMD”) issued Water Use Permit 20003872.019 to the District on August 24, 2018, as may be amended from time to time (collectively, the “Permit”). The Permit authorizes, in part, the utilization of Irrigation Water by the District up to certain amounts. In order to ensure compliance with the Permit, Users shall notify the District in writing prior to, but in no event less than fourteen (14) calendar days, any anticipated irrigation needs of the User that are significantly in excess of normal monthly usage (i.e. landscaping grow-ins, etc.). Such notification is necessary to allow the District to notify SWFMD of such anticipated excessive usage in order to maintain compliance with the Permit.

Section 3. Provision and Suspension of Provision of Irrigation Water by the District to Users.

A. The District shall provide Irrigation Water to Users to the extent that it is available to the District; provided, however, that the District is not responsible for the quality of the Irrigation Water provided to any Users.

B. The District shall invoice Users on a quarterly basis for the provision of the Irrigation Water. Users shall promptly remit payment for the quarterly installment of Irrigation Fees within thirty (30) days of an invoice from the District. In the event that payment of the invoice is not made to the District within such time period, the District shall provide the User with notice of its intent to suspend the provision of Irrigation Water to the User for nonpayment of same. The notice shall specify that the User shall remit payment for the outstanding invoice within ten (10) calendar days of mailing of the notice prior to the District’s suspension of the provision of Irrigation Water to such User (hereinafter, the “Notice Period”). In the event that the payment for the outstanding invoice is not remitted to the District during the Notice Period, the District may suspend the provision of Irrigation Water to such non-paying User during the time period of such delinquency.

C. Notwithstanding any suspension of the provision of Irrigation Water by the District, the User shall continue to incur Irrigation Fees during the time period of such suspension regardless of whether Irrigation Water is being provided to the User during such time period.

Specific Authority: Ch. 2004-456(3)(1)(a) and (b), Laws of Florida, as amended
Law Implemented: Ch. 2004-456(3)(1)(a) and (b), Laws of Florida, as amended

Effective Date: November 15, 2018
IRRIGATION WATER SUPPLY AGREEMENT

THIS IRRIGATION WATER SUPPLY AGREEMENT ("Agreement") is made and entered into by and between the WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district created pursuant to Chapter 189, Florida Statutes ("F.S."), hereinafter referred to as the "DISTRICT"; THE RANCH LAND OPERATIONS, LLLP, a Florida limited liability limited partnership, hereinafter referred to as the "RANCH," whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811; and THOMAS RANCH INTANGIBLES, LLLP, a Florida limited liability limited partnership, as Trustee under Water Rights Trust Agreement dated December 12, 2017, hereinafter referred to as "TRUSTEE," whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (each may be referred to individually as a "Party" or collectively as the "Parties").

WHEREAS, the DISTRICT currently governs an approximately 12,409-acre area located in the City of North Port, Florida, and unincorporated Sarasota County, Florida, known as the "West Villages";

WHEREAS, by Resolutions 2018-10 and 2018-12 of the Board of Supervisors of the DISTRICT, as evidenced by Notice of Establishment of Unit No. 6 recorded in the Official Records as Instrument #2018142894, Public Records of Sarasota County, Florida, the DISTRICT established the West Villages Improvement District Unit of Development No. 6 ("Unit No. 6"), which unit may be expanded to include additional acreage in the future;

WHEREAS, Unit No. 6 includes lands (the "Restricted Lands") described in, and subject
to, Restrictive Covenants recorded in the Official Records as Instruments #2017156389 and #2018128694, Public Records of Sarasota County, Florida (the “Restrictive Covenants”);

WHEREAS, pursuant to the Restrictive Covenants, and subject to the limitations stated therein, TRUSTEE has the exclusive right to seek permits for the withdrawal of Groundwater from the Restricted Lands and to construct, install, maintain, repair, and replace Groundwater Wells and related equipment and components for the withdrawal, transmission, and distribution of Groundwater from the Restricted Lands;

WHEREAS, TRUSTEE has the right to assign any of its rights under the Restrictive Covenants;

WHEREAS, SWFWMD issued Water Use Permit 20003872.019 to the RANCH and the DISTRICT on August 24, 2018, which supersedes Water Use Permits 20003872.017 and 20003872.018 and which authorizes the withdrawal and re-pump of water for agricultural and landscape/recreation activities from specified withdrawal points within the Restricted Lands in the amount of (1) 2,313,700 Annual Average gpd, (2) 2,686,000 Drought Annual Average gpd, and (3) 6,179,800 Peak Month gpd, as well as an increase of total quantities to 2,912,600 Annual Average gpd and 9,219,000 Peak Month gpd, with such increase being met by sources of alternative water supply;

WHEREAS, TRUSTEE has consented to the DISTRICT and the RANCH’s withdrawal of Groundwater pursuant to the Permit, and subsequent to this Agreement, the Parties will submit an application to SWFWMD requesting a modification to the Permit to add TRUSTEE as a co-permittee and to make other modifications desired by the Parties;

WHEREAS, the Parties recognize that due to Unit No. 6’s location within the Southern Water Use Caution Area, there are limited Groundwater resources that may be permitted;
WHEREAS, Unit No. 6 will receive a benefit from the DISTRICT’s ability to use the Groundwater quantities associated with the Permit, and its subsequent modifications, as the Groundwater quantities will supplement the DISTRICT’s Surface Water and Reclaimed Water supplies resulting in substantially greater reliability during drought and periods of high demand and increased utilization of non-potable water sources for irrigation purposes, and without this Agreement there may otherwise be insufficient water sources available to irrigate Unit No. 6;

WHEREAS, the RANCH is willing to decrease and ultimately eliminate its ability to use the Groundwater quantities for agricultural purposes to provide additional benefit to Unit No. 6;

WHEREAS, the efficient use of water under the Permit is necessary to ensure sufficient quantities are available for the irrigation of landscaping within Unit No. 6;

WHEREAS, TRUSTEE will accordingly be the exclusive provider of Groundwater from the Restricted Lands to the DISTRICT, and the DISTRICT will be the exclusive provider of Irrigation Water to users within the Community;

WHEREAS, the DISTRICT will be responsible for the installation, operation, maintenance, and management of the Irrigation System for the delivery of Irrigation Water to each user’s Delivery Point(s);

WHEREAS, the DISTRICT will collect revenues from the benefitted properties within Unit No. 6 sufficient to pay the costs associated with the DISTRICT’s provision of Irrigation Water to Unit No. 6 as well as to pay TRUSTEE for the availability of Groundwater quantities from the Restricted Lands pursuant to the Quarterly Rate, upon the terms and conditions set forth herein; and

WHEREAS, pursuant to Resolution 2018-18 adopted by the DISTRICT on September 13, 2018, the DISTRICT has approved a rate study prepared by Stantec Consulting Services,
Inc., and has adopted certain fees related to the provision of Irrigation Water within Unit No. 6 consistent with the Quarterly Rate set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **Recitals and Exhibits.** The Parties agree that the recitals and exhibits attached hereto are adopted and incorporated herein by reference as if restated in their entirety.

2. **Definitions.** In the absence of a clear implication otherwise, capitalized terms used in this Agreement and in the attached exhibits have the following meaning:

   a. **Applicable Percentage.** With respect to any Contract Year, the greater of the following two percentages: (1) five and one-half percent (5.5%) or (2) the percent by which the level of the Consumer Price Index for the month of July immediately preceding such Contract Year has increased over the level of the Consumer Price Index for the month of July one (1) year earlier.

   b. **Commercial Tract.** A parcel of land (1) that is located in a Connected Approved Phase, (2) that is not a Recreational Tract or a Governmental Tract, and (3) on which construction of a Non-Residential Building or Multi-Use Building is proposed, is underway, or has been completed.

   c. **Community.** All lands in Unit No. 6 (being depicted generally in Exhibit 1 attached hereto and incorporated herein by this reference), together with (1) all areas added to Unit No. 6 in accordance with chapter 2004-456, Laws of Florida, as amended (the “Act”), and (2) areas outside the existing boundaries of the DISTRICT that receive Irrigation Water from the DISTRICT in accordance with Section 11. Upon the expansion of the boundaries of Unit No. 6 by the DISTRICT in accordance with the Act, Exhibit 1 will be amended and incorporated herein
without further action by the Parties to reflect the revised boundaries of Unit No. 6 upon the DISTRICT’s providing notice and an amended Exhibit 1 to TRUSTEE and the RANCH.

d. **Connected Approved Phase.** An existing or proposed subdivision or other development within the Community for which construction of site and infrastructure improvements has received final approval by the City of North Port or Sarasota County, as applicable, and whose distribution system for Irrigation Water has been connected to the DISTRICT’s Irrigation System.

e. **Consumer Price Index.** The Consumer Price Index for All Urban Consumers, U.S. City Average: Water and Sewerage Maintenance (1982-84 = 100), published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor or, in the event such index ceases to be published by the U.S. Bureau of Labor Statistics, then such comparable commodity index then in existence as is reasonably designated by TRUSTEE and agreed to by the DISTRICT, whose consent may not be unreasonably withheld.

f. **Contract Year.** The period that will be used by the Parties to determine the amount of quarterly well availability fees owed to TRUSTEE. The first Contract Year begins on the Effective Date and ends September 30, 2019. Each subsequent Contract Year begins October 1 and ends the subsequent September 30.

g. **Delivery Point.** The point of connection between the DISTRICT’s Irrigation System and the distribution system of an association (i.e., homeowners association, condominium association, property owners association, or some other entity with similar organization and purpose within the Community that makes and enforces
rules for property within its jurisdiction), property owner, or other user identified in a contract for Irrigation Water with the DISTRICT.

h. **Governmental Tract.** A parcel of land that is, or is proposed to be, used for public right-of-way purposes or owned by the DISTRICT.

i. **Groundwater.** Water beneath the surface of the ground, whether or not flowing through known and definite channels.

j. **Groundwater Well.** Any artificial excavation into the ground for the purpose of locating, acquiring or withdrawing, developing, or artificially recharging Groundwater from or to a confined, semi-confined, or unconfined aquifer.

k. **Irrigable Commercial Land.** Land within a Commercial Tract totaling sixteen percent (16%) of the net developable area (i.e., gross land area less major roadway right-of-way and wetland areas) of the Commercial Tract.

l. **Irrigable Recreational Land.** Land within a Recreational Tract designated for irrigation on a final site plan approved by the City of North Port or Sarasota County, as applicable.

m. **Irrigation System.** A system of supplying land with Irrigation Water, including equipment and facilities for the collection, transmission, treatment, storage, and distribution of Irrigation Water to service the Community; existing and new or additional distribution lines and facilities, Production Wells, Surface Water withdrawals, pumping facilities, and facilities that are used for storage or blending of sources of Irrigation Water; and any new Irrigation Water withdrawals and facilities. The Irrigation System does not include the distribution systems and facilities beyond the Delivery Points to the users.
n. Irrigation Water. Water consisting of Groundwater, Surface Water, Reclaimed Water or a combination of any such sources that is used to irrigate landscaping with the Community.

o. Multifamily Building. A building containing more than two (2) dwellings whose construction is proposed, has been completed, or is underway within a Connected Approved Phase.

p. Multifamily Unit. A dwelling in a Multifamily Building.

q. Multi-Use Building. A building containing Non-Residential Facilities as well as Single-Family Units or Multi-Family Units.

r. Non-Residential Building. A building or vertical structure other than a Single-Family Building, a Multifamily Building, or facilities incidental to, or for the exclusive use of the occupants of, dwellings.

s. Non-Residential Facilities. Facilities that are not incidental to, or for the exclusive use of the occupants of, dwellings.

t. Operational Protocol. A written document developed and approved in accordance with Section 4.d.

u. Permit. SWFWMD Water Use Permit 20003872.019, a copy of which is attached as Exhibit 2, and its subsequent modifications.

v. Production Wells. Groundwater Wells identified within the Permit and Groundwater Wells within the Community subsequently authorized by SWFWMD.

w. Quarter. The three (3) month-periods beginning October 1, January 1, April 1, and July 1 in a Contract Year.

x. Quarterly Rate. The rate at which well availability fees are charged in accordance
y. **Reclaimed Water.** Water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility.

z. **Recreational Tract.** A parcel of land (1) that is located in a Connected Approved Phase; (2) that is not a Governmental Tract; (3) that is used predominantly for club, social, sports, or recreational purposes, and (4) on which construction of improvements for outdoor sports or recreation activities is proposed, is underway, or has been completed.

aa. **Single-Family Building.** A building containing not more than two (2) dwellings whose construction is proposed, has been completed, or is underway within a Connected Approved Phase.

bb. **Single-Family Unit.** A dwelling in a Single-Family Building.

c. **Surface Water.** Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused, including water within ponds, lakes, streams, reservoirs, and stormwater facilities.

dd. **SWFWMD.** The Southwest Florida Water Management District.

3. **Water Usage.**

a. TRUSTEE will be the sole and exclusive provider of Groundwater from the Restricted Lands to the DISTRICT for irrigation of the Community.

b. Pursuant to the Restrictive Covenants, TRUSTEE has the following exclusive rights within the Restricted Lands (collectively the “Contract Rights”): (1) the right to seek, directly or indirectly, a Groundwater Well construction permit or water or
consumptive use permit; (2) the right to install a Groundwater Well; (3) the right to withdraw water from a surface water body; (4) the right to divert fresh or saline water; and (5) the right to construct, install, maintain, repair, and replace the Irrigation System. TRUSTEE hereby assigns, on a nonexclusive basis, the Contract Rights to the DISTRICT, subject to the provisions of this Agreement and regulatory authorizations required prior to the DISTRICT’s use of the Contract Rights. Through the Term of this Agreement, TRUSTEE retains the right to use the quantities associated with the Permit and to exercise the Contract Rights for its own purposes in conjunction with the DISTRICT, but no such exercise or use may materially interfere with the DISTRICT’s exercise of the Contract Rights. Upon the expiration or earlier termination of this Agreement, the Contract Rights will revert to TRUSTEE.

c. Pursuant to the Restrictive Covenants, TRUSTEE holds an irrevocable license over, under, across, and through the Restricted Lands as reasonably necessary for, among other things, the following purposes: (1) vehicular and pedestrian access to, and for construction, installation, maintenance, repair, and replacement of, the Irrigation System and existing and future Groundwater Wells within the Restricted Lands and (2) locating, acquiring, and withdrawing Groundwater within the Restricted Lands (collectively the “License Rights”). TRUSTEE hereby assigns, on a nonexclusive basis, the License Rights to the DISTRICT, subject to the provisions of this Agreement. Through the Term of this Agreement, TRUSTEE retains the right to exercise the License Rights for its own purposes in conjunction with the DISTRICT, but no such exercise may materially interfere with the DISTRICT’s exercise of the License Rights. Upon the expiration or earlier termination of this Agreement, the
License Rights will revert to TRUSTEE.

d. In the exercise of the Contract Rights and the License Rights, the DISTRICT shall comply with, and may enforce, the provisions of the Restrictive Covenants.

4. **Permit.**

a. Within six (6) months after the Effective Date, the Parties shall commence the preparation of, and shall timely submit, an application to SWFWMD to modify the Permit to add TRUSTEE as a co-permittee and to make other modifications desired by the Parties. The Parties shall share equally in the payment of the costs incurred for the modification of the Permit in such manner.

b. Thereafter, except as provided for in Section 4.f., the DISTRICT shall pay all costs for the modification of the Permit. The Parties recognize that the Term of this Agreement exceeds the term of the Permit and renewal(s) of the Permit will be required. The DISTRICT is responsible for the timely submission of Permit renewals and shall pay the costs associated with such Permit renewals.

c. Notwithstanding any other provision to the contrary, the DISTRICT shall bear all liability, costs, and expenses for compliance with, as well as any violation or enforcement action relating to, conditions applicable to the landscape/recreation use authorized by the Permit, including conditions prohibiting the overpumpage of the quantities authorized by the Permit for such uses. Notwithstanding the foregoing, nothing herein will prohibit the DISTRICT from seeking remuneration or reimbursement from a homeowners’ association, condominium association, or other entity relative to such entity’s misuse or exceedances of such permitted quantities. TRUSTEE shall bear all liability, costs, and expenses for compliance with, as well as
any violation or enforcement action relating to, conditions applicable to the agricultural use authorized by the Permit.

d. The DISTRICT shall develop a written Operational Protocol, which will be subject to the written approval of TRUSTEE, whose consent may not be unreasonably withheld, prior to the use of Groundwater or Groundwater Wells on the Restricted Lands by the DISTRICT. At a minimum, the Operational Protocol will define the rights and obligations of the responsible Parties with respect to the operations, maintenance, and regulatory activities necessary for the Parties to ensure compliance with the Permit and this Agreement, including the reduction and ultimate elimination of the use of Groundwater quantities for agricultural purposes by the RANCH. Any modification of the Operational Protocol that the DISTRICT deems necessary will be submitted to TRUSTEE for approval prior to implementation, which consent may not be unreasonably withheld. Nothing in the Operational Protocol may conflict with or supersede this Agreement, including the DISTRICT’s responsibility for all costs and expenses of Permit modifications and renewals.

e. The DISTRICT shall provide to the other Parties copies of modification and renewal applications and correspondence and reports submitted to or received from SWFWMD relating to the Permit. Each Party and its agents and representatives will be provided the right to participate in all meetings, hearings, procedures, and other processes pursued in connection with SWFWMD permitting.

f. TRUSTEE and the RANCH may either individually or collectively, and at their sole option and cost, elect to seek modification of the Permit to be removed as a co-permittee. TRUSTEE and the RANCH each agree that it will execute necessary
documentation to provide sufficient control to the remaining co-permitees in order to have such modification to remove them as a co-permittee approved by SWFWMD. TRUSTEE and the RANCH shall, respectively, notify the DISTRICT of its election to be removed as a co-permittee and the DISTRICT shall request a modification of the Permit by SWFWMD. The DISTRICT and remaining Party, if applicable, shall fully cooperate with such modification.

g. The Parties agree that they have a mutual obligation to cooperate with co-permitees and to jointly work to ensure that the Permit is not impacted by adverse agency actions by SWFWMD or other governmental entities, including the issuance of consumptive/water use permits that impact the legal uses authorized by the Permit.

5. **Authorization to Use Permitted Quantities.**

a. This Agreement authorizes the DISTRICT to use the quantities associated with the Permit with the understanding that the RANCH and TRUSTEE have not guaranteed available quantities, water quality, or the suitability of the Groundwater used by the DISTRICT for irrigation purposes in accordance with the Permit. Notwithstanding the foregoing, in the event the Production Wells (1) produce no or virtually no Groundwater or (2) produce no or virtually no Groundwater of a quality reasonably suitable for irrigation purposes (collectively a “Listed Event”), the obligation of the DISTRICT to collect and remit the quarterly well availability fees pursuant to the terms of this Agreement will be suspended for the duration of the Listed Event.

b. The DISTRICT, in accordance with the terms of the Permit, shall only use Groundwater quantities authorized for use by SWFWMD from the Production Wells for recreation/irrigation purposes within the Community.
c. The DISTRICT agrees to waive its right to seek, relative to the Community, (1) a consumptive/water use permit separate from the Permit or (2) well construction permits except to construct Production Wells or to withdraw Surface Water authorized by the Permit. The Parties agree that only TRUSTEE has the right to permit Groundwater Wells and the use of Groundwater within the Restricted Lands; provided, however, that the DISTRICT has the right to use Groundwater and the Production Wells in accordance with this Agreement. This Agreement does not restrict the DISTRICT’s ability to use sources other than Groundwater as long as such sources and quantities are included in the Permit. Notwithstanding the foregoing, the Parties expressly acknowledge that Reclaimed Water quantities are not required to be included in the Permit. Moreover, this paragraph will not apply during the time the DISTRICT’s obligation to collect and remit the quarterly well availability fees is suspended in accordance with Section 5(a) due to the occurrence of a Listed Event.

d. Notwithstanding the foregoing, if the RANCH and TRUSTEE both elect to remove themselves from the Permit in accordance with Section 4.f. and SWFWMD approves such modification(s), the DISTRICT will have the right to hold the Permit individually.

6. Term. The “Term” of this Agreement will commence on the Effective Date and end September 30, 2117.

7. Well Availability Fees. The DISTRICT shall pay TRUSTEE well availability fees on a quarterly basis for parcels within the Community in accordance with the following provisions:

   a. To determine whether a parcel within the Community is subject to well availability
fees, the DISTRICT must first determine whether the parcel is located within a Connected Approved Phase. If the parcel is located within a Connected Approved Phase, the parcel will be subject to the well availability fees if it contains or will contain Single-Family Units or Multifamily Units or if it constitutes a Commercial Tract or a Recreational Tract.

b. The well availability fees will be based upon the categories of development and related equivalent residential units (each an “ERU”) set forth in the following table:

<table>
<thead>
<tr>
<th>CATEGORY OF DEVELOPMENT</th>
<th>ERUs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Units</td>
<td>1.00 ERU per Single-Family Unit</td>
</tr>
<tr>
<td>Multifamily Units</td>
<td>.333 ERU per Multifamily Unit</td>
</tr>
<tr>
<td>Commercial Tracts</td>
<td>1.00 ERU per .075 acre of Irrigable Commercial Land</td>
</tr>
<tr>
<td>Recreational Tracts</td>
<td>1.00 ERU per .075 acre of Irrigable Recreational Land</td>
</tr>
</tbody>
</table>

1. In determining how many ERUs are applicable to a Commercial Tract or Recreational Tract, all acreage calculations will be made to the nearest one-hundredth (.01) of an acre. The acreage of Irrigable Commercial Land will be as determined by the engineer preparing the final site plan for the applicable Commercial Tract. The acreage of Irrigable Recreational Land will be as determined by the engineer preparing the final site plan designating the Irrigable Recreational Land. Should the designated engineer fail timely to make such determination or should the DISTRICT or TRUSTEE disagree with such determination, the acreage will be determined by a qualified engineer or surveyor selected by the DISTRICT.

2. The categories of development and related ERUs may be modified, and new
categories of development and related ERUs may be created, by agreement of TRUSTEE and the DISTRICT, which agreement will be evidenced by an amendment to this Agreement.

(3) Parcels containing only dwelling units and facilities incidental to, or for the exclusive use of the occupants of, such dwelling units will only be subject to well availability fees on a per-unit basis based on whether the units are Single-Family Units or Multifamily Units. Such parcels will not also be subject to well availability fees on an irrigable acreage basis as a Commercial Tract or Recreational Tract.

(4) Should a Commercial Tract include a Multi-Use Building, well availability fees will be payable both (a) on a per-unit basis (whether based on Single-Family Units or Multifamily Units) and (b) on an irrigable acreage basis as a Commercial Tract. A Commercial Tract is not subject to additional well availability fees on an irrigable acreage basis as a Recreational Tract.

(5) Should a Recreational Tract include Single-Family Units or Multifamily Units, well availability fees will be payable both (a) on a per-unit basis (whether based on Single-Family Units or Multifamily Units) and (b) on an irrigable acreage basis as a Recreational Tract. A Recreational Tract is not subject to additional well availability fees on an irrigable acreage basis as a Commercial Tract.

(6) In no event will a Governmental Tract be subject to well availability fees.

c. The well availability fees will be charged at a rate per Quarter (the “Quarterly Rate”) per ERU determined as follows:

(1) During the first Contract Year, the Quarterly Rate will be $11.25.
(2) For each subsequent Contract Year, the Quarterly Rate will increase by the Applicable Percentage over the Quarterly Rate in effect for the prior Contract Year. (E.g., if the Applicable Percentage is five and one-half percent (5.5%), the Quarterly Rate for the second Contract Year will be $11.87.)

(3) Notwithstanding the foregoing, TRUSTEE may specify a Quarterly Rate for any Contract Year that is lower than the Quarterly Rate permitted to then be in effect by providing notice to the DISTRICT of such lower Quarterly Rate by March 1 prior to such Contract Year.

d. For each Quarter, the well availability fees for each category of development will be calculated as follows: (1) For Single-Family Units, the well availability fees will be the Quarterly Rate multiplied by the number of such Single-Family Units; (2) for Multifamily Units, the well availability fees will be the Quarterly Rate multiplied by the number of such Multifamily Units and further multiplied by .333; (3) for Commercial Tracts, the well availability fees will be the Quarterly Rate multiplied by the acreage of the Irrigable Commercial Land within the Commercial Tracts and divided by .075; and (4) for Recreational Tracts, the well availability fees will be the Quarterly Rate multiplied by the acreage of Irrigable Recreational Land within the Recreational Tracts and divided by .075.

e. The total well availability fees owed by the DISTRICT to TRUSTEE for each Quarter will be the sum of the well availability fees under Section 7.d attributable to all Single-Family Units, Multifamily Units, Commercial Tracts, and Recreational Tracts in existence on the first day of the Quarter.

f. Commencing January 1, 2019, the DISTRICT shall remit to TRUSTEE the total well
availability fees due and owing for each Quarter within sixty (60) days of the start of such Quarter. (E.g., the total well availability fees due for the Quarter beginning January 1, 2019, will be calculated as of January 1, 2019, and will be payable to TRUSTEE by March 2, 2019).

g. Notwithstanding the foregoing, with respect to Single-Family Units, Multifamily Units, Commercial Tracts, and Recreational Tracts coming into existence within the three (3)-month period immediately preceding the commencement of any subsequent Quarter, the well availability fees under Section 7.d attributable to such Single-Family Units, Multifamily Units, Commercial Tracts, and Recreational Tracts will be prorated as of the date of their coming into existence, and the DISTRICT shall pay TRUSTEE such prorated amount within sixty (60) days of the start of the next succeeding Quarter.

h. With each quarterly payment to TRUSTEE, the DISTRICT shall submit a listing of the Single-Family Units, Multifamily Units, Commercial Tracts, and Recreational Tracts for which well availability fees are being paid, including the acreage of the Irrigable Commercial Land in each Commercial Tract and the acreage of the Irrigable Recreational Land in each Recreational Tract. If the number of Single-Family Units or Multifamily Units or the acreage of Irrigable Commercial Land or Irrigable Recreational Land subsequently changes due to changes in a final site plan approved by the City of North Port or Sarasota County, as applicable, or if the use of any parcel subsequently changes so that the parcel should be classified as one or more different categories of development, the DISTRICT will reflect such change in the listing described herein with the subsequent quarterly payment following the DISTRICT’s
receipt of notification of such change.

i. The Contract Year ending September 30, 2117, is the final Contract Year for which the DISTRICT owes TRUSTEE well availability fees.

j. The obligation to pay any outstanding well availability fees to TRUSTEE survives the expiration or termination of this Agreement.

k. Upon no less than ten (10) days written notice and no more than once per calendar year, TRUSTEE may audit, or use an accounting firm to audit, the DISTRICT’s records relating to its performance under this Agreement. Costs of any audits conducted in accordance with this paragraph will be borne by TRUSTEE unless the audit discovers substantive findings related to inappropriate accounting, non-performance, misrepresentation or fraud, in which case TRUSTEE may recoup the costs of the audit work from the DISTRICT. Any adjustments or payments that must be made as a result of any such audit or inspection of the DISTRICT’s records will be made within thirty (30) days from the presentation of TRUSTEE’s findings to the DISTRICT. The right to audit and any resulting payments under this paragraph will survive the expiration or termination of this Agreement for three (3) years.

8. **Duties of the DISTRICT.**

   a. Until the end of the Term of this Agreement, the DISTRICT shall not request a permit from SWFWMD or pursue or use any other sources of Groundwater for irrigation of the Community without TRUSTEE’s prior written consent.

   b. Any modification to the Permit must be approved by the RANCH and TRUSTEE as co-permittees prior to submission to SWFWMD, and any resulting changes that occur through the permitting process must also be approved by the RANCH and
TRUSTEE. In the event the RANCH and TRUSTEE elect to remove themselves from the Permit so that the DISTRICT remains the sole permittee thereof, the RANCH and TRUSTEE will have no further rights of consent, direction, or approval relative to the Permit. However, the DISTRICT (1) will remain obligated to maintain and utilize the Permit in a manner so as to allow the provisions of this Agreement to be effectuated by the Parties and (2) shall not seek to eliminate the permitted Groundwater quantities. This paragraph will survive the termination of this Agreement.

c. The DISTRICT will use its best efforts to collect fees from the property subject to imposition of the well availability fees within the Community sufficient to pay TRUSTEE the owed quarterly well availability fees and adequate for the DISTRICT to construct, maintain, and operate the Irrigation System. Should any association, property owner, or other user identified in a contract for Irrigation Water with the DISTRICT fail to pay the DISTRICT that portion of the billed fees attributable to the quarterly well availability fees, the DISTRICT will be excused from paying the respective quarterly well availability fees during the period of such failure as long as the DISTRICT diligently pursues collection of the delinquent fees, assesses any legally permissible penalties, and discontinues the supply of Irrigation Water to the defaulting association, property owner, or other user.

d. At the DISTRICT’s sole cost, the DISTRICT is responsible for the construction, maintenance, and operation of the Irrigation System. Notwithstanding the foregoing, nothing herein prevents the DISTRICT from allowing a third-party entity to construct, maintain, or operate all or a portion of the Irrigation System at such entity’s cost and expense or to seek reimbursement from third parties for same. The
DISTRICT is responsible only to the Irrigation System’s Delivery Points and not the
distribution systems and facilities beyond the Delivery Points to the users.

e. The Permit requires the implementation of a conservation plan, which was submitted
to SWFWMD on May 9, 2018, and whose elements and sub-elements, taken as a
whole, will promote effective conservation. The DISTRICT shall implement and
enforce such conservation plan at its sole cost, and if the implementation of the plan
fails to demonstrate progress toward increasing water use efficiency as determined by
SWFWMD, the DISTRICT will request a modification of the Permit to revise the
conservation plan (with written approval by the RANCH and TRUSTEE as co-
permittees, which approval may not be unreasonably withheld) to address the
deficiency at its sole cost and expense. The DISTRICT will provide, or will contract
with others to provide, the resources for the installation, operation, maintenance, and
enforcement of the use of the Irrigation System that will provide for the efficient use
of the Irrigation Water.

f. The DISTRICT shall provide an updated Exhibit 1 to TRUSTEE and the RANCH
upon the expansion of the boundaries of Unit No. 6.

g. The DISTRICT shall execute documents reasonably necessary to have TRUSTEE
added as a co-permittee on the Permit.

h. The DISTRICT is responsible for the timely renewals of the Permit and shall take all
actions necessary to ensure such renewals are approved by SWFWMD.

9. **Duties of TRUSTEE.** TRUSTEE shall execute documents reasonably necessary to have
TRUSTEE added as a co-permittee on the Permit.

10. **Duties of the RANCH.** The RANCH shall execute documents reasonably necessary to
have TRUSTEE added as a co-permittee on the Permit.

11. Service to Development outside the Community. The DISTRICT may provide Irrigation Water to properties located outside Unit No. 6 through contracts with other independent special districts, community development districts, homeowner associations, or other entities. The well availability fees provided for in Section 7 are applicable to any properties being served by the DISTRICT in accordance with this Section and will be paid in accordance with Section 7.

12. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally or by overnight courier delivery service to the addressee of the notice, and receipt will be actual receipt. Notices may also be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail will be deemed received three (3) days after the date of mailing.

To TRUSTEE:
Thomas Ranch Intangibles, LLLP
Attn: David Koon and Leslie Candes
4901 Vineland Road, Suite 450
Orlando, Florida 32811

With copies to:
Paul Erhardt
19503 S. West Villages Parkway, # 14
Venice, Florida 34293

Douglas Manson, Esq.
Manson Bolves Donaldson Varn, P.A.
1101 W. Swann Avenue
Tampa, Florida 33606

Patrick Ryskamp, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
To RANCH:
The Ranch Land Operations, LLLP
Attn: David Koon and Leslie Candes
4901 Vineland Road, Suite 450
Orlando, Florida 32811

With copies to:
Paul Erhardt
19503 S. West Villages Parkway, # 14
Venice, Florida 34293
Douglas Manson, Esq.
Manson Bolves Donaldson Varn, P.A.
1101 W. Swann Avenue
Tampa, Florida 33606
Patrick Ryskamp, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

To DISTRICT:
West Villages Improvement District
Attn: Todd Wodraska
Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

With a copy to:
Jonathan Johnson, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

Any changes to the above representatives or addresses must be provided to the other
Parties in writing.

13. Effective Date and Termination. This Agreement will become effective as of the date
of mutual execution by the Parties (“Effective Date”) and will run for the Term, unless
earlier terminated by written agreement executed by all the Parties.

14. Indemnification. To the extent permitted by Florida law and other laws, the DISTRICT
agrees to indemnify, defend, and hold TRUSTEE and the RANCH harmless from all suits, claims, damages, or liability, arising out of the DISTRICT’s negligence or willful misconduct in connection with the DISTRICT’s duties under this Agreement. TRUSTEE and the RANCH agree to indemnify, defend, and hold harmless the DISTRICT from any loss, claim, damages, or liability arising out of TRUSTEE and the RANCH’s negligence or willful misconduct in connection with TRUSTEE and the RANCH’s duties under this Agreement. Notwithstanding the foregoing, nothing herein will constitute or be construed as a waiver of the District’s limitations on liability set forth in section 768.28, F.S., and other applicable law. This Section will survive expiration or termination of this Agreement.

15. **Full Force and Effect; Severability.** Any provision of this Agreement that is declared invalid or illegal will in no way affect or invalidate any other provisions hereof and such other provisions will remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Florida, the provision that appears to conflict therewith will be deemed inoperative and null and void insofar as it may be in conflict therewith and will be deemed modified to conform to such statutory provision.

16. **Dispute Resolution.** In the event of a dispute arising out of or related to this Agreement, or the breach or alleged breach hereof, the Parties mutually agree to undertake the following process to resolve their differences prior to the initiation of any litigation:

   a. The Parties agree to negotiate in good faith prior to the initiation of any litigation between them. Any litigation initiated without complying with this Section will be stayed until the parties have completed this informal settlement process.
b. Notice by the initiating Party must be given to each other Party of any dispute between it and the other Party or Parties, as applicable, in writing.

c. Within thirty (30) business days of receipt of the notice, representatives of each Party with the authority to recommend a settlement will meet and attempt to reach an agreement which can be taken to the respective boards. If an agreement cannot be reached by the Parties within such time period, unless the time period is extended in writing by each of the Parties to the dispute, the initiating Party will be entitled to seek resolution of the dispute through litigation or other means.

d. The provisions of this Section 16 will not apply to a successor in interest of a Party who is a foreclosing lender or a lender that receives an assignment of a Party’s interest in this Agreement.

17. **Eminent Domain.** If the DISTRICT exercises its power of eminent domain against the rights of TRUSTEE under this Agreement, then the DISTRICT shall pay TRUSTEE, within thirty (30) days of the date (the “Taking Date”) the DISTRICT takes ownership of any of such rights, an amount equal to (a) the total number of residential units authorized by the City of North Port and Sarasota County, as applicable, for development within the Community (including both units previously developed and units yet to be developed) (1) multiplied by the Quarterly Rate in effect on the Taking Date, (2) multiplied by 4.0, and (3) divided by .04, plus (b) the total number of square feet authorized by City of North Port Village District Pattern Plans and the Sarasota County Critical Area Plan, as applicable, for commercial development within the Community (including both square footage previously developed and square footage yet to be developed) as of the Taking Date (1) divided by the Average Commercial Acreage Factor, (2) multiplied by 7.84, (3)
multiplied by the Quarterly Rate in effect on the Taking Date, and (4) divided by .04. As used in this Section 17, “Average Commercial Acreage Factor” means the total number of square feet of commercial buildings within the Community having a certificate of occupancy as of the Taking Date divided by the total acreage of the Commercial Tracts on which such buildings are situated. This Section will survive expiration or termination of this Agreement.

18. **Force Majeure.** Any delay or failure in the performance by a Party hereunder will be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, “Force Majeure” means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, and labor strikes, other than those of the performing Party or its suppliers, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby; that prevents the performing Party from performing its obligations despite such Party’s reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events, or occurrences; and that is not attributable to a Party’s failure to perform its obligations under this Agreement.

19. **General Provisions.**

   a. No separate legal entity is created by this Agreement.

   b. No joint organization whatsoever is created.

   c. No personal or real property is to be jointly acquired or held.

   d. This Agreement will be recorded in the Official Records of Sarasota County, Florida.
e. Each Party will be responsible for its own finances and for its own personal and real property.

20. **Third Party Beneficiaries.** This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the Parties except that West Villages, LLLP, a Florida limited liability limited partnership (“West Villages”), or its successors or assigns, will be deemed a third-party beneficiary of this Agreement in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate this Agreement. The failure by West Villages to enforce any provision of this Agreement contained herein will in no event be deemed a waiver of such requirement or of the right of West Villages to thereafter enforce such requirement.

21. **Captions and Footnotes.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and do not modify or otherwise affect any of the provisions of this Agreement. Footnotes in this Agreement are inserted for explanatory purposes only and do not modify or otherwise affect any of the provisions of this Agreement.

22. **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and the exhibits attached. No ambiguity will be construed against any Party upon a claim that such Party drafted the ambiguous language.

23. **Choice of Law and Venue.** This Agreement will be governed by the law of the State of Florida and all applicable Federal and local laws, ordinances, resolutions, regulations,
and rules. Any action to enforce any provisions of this Agreement must be undertaken in the Circuit Court for Sarasota County, Florida, or other applicable venue as required by Federal, state, or local law.

24. **Authority.** Each individual executing this Agreement on behalf of a Party represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of that Party.

25. **Compliance with All State, Federal, and Local Laws.** All installation of equipment and facilities and delivery of services contemplated by this Agreement, including the provision of Irrigation Water, must be done in compliance with all applicable Federal, state, and local laws, regulations, ordinances, resolutions, and permits.

26. **Successors and Assigns.** This Agreement will be binding on the Parties, their representatives, successors and assigns. The DISTRICT may not assign this Agreement or the rights or obligations hereof to any other entity without the prior written consent of the other Parties. Consent to such assignment by TRUSTEE and the RANCH may not be unreasonably withheld, conditioned, or delayed upon a showing that the assignee is capable of meeting the terms and conditions of this Agreement. TRUSTEE and the RANCH may assign this Agreement or the rights or obligations hereof to any other entity upon providing written notice to the DISTRICT of such assignment.

27. **Public Records.** All documents of any kind provided to the DISTRICT in connection with this Agreement are public records and are treated as such in accordance with Florida law.

28. **Counterparts.** This Agreement and any amendments hereto may be executed in as many counterparts as may be required, and it is not necessary that the signature of, or on behalf
of, each Party or that the signatures of all persons required to bind any Party appear on each counterpart; it will be sufficient that the signature of, or on behalf of, each Party or that the signatures of the persons required to bind any Party appear on one or more of such counterparts. All counterparts will collectively constitute a single agreement.

29. **Construction.** Whenever required by the context, the singular number includes the plural, the plural number includes the singular, and the use of any gender includes all genders. When the word “including” (or some derivation thereof, such as “includes”) is used in this Agreement to refer to something that, in that context, may be part of a larger group of similar items, the reference is without limitation, and it should be interpreted as if followed by “but not limited to,” “without limitation,” or appropriate equivalent language for the context.

[Signatures on Next Page]
IN WITNESS WHEREOF, the authorized representatives of the Parties have duly executed this Agreement as of the date(s) set forth below.

Witnesses:

Print Name: ________________

West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes

By: ________________

Martin Black, Chairman

Print Name: ________________

STATE OF FLORIDA
COUNTY OF SARASOTA

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, personally appeared Martin Black, to me known to be the person described in and who executed the foregoing instrument as Chairman of West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, on behalf of the District and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of ________________ 2018.

Notary Public
Print Name: ________________
My Commission Number:
Witnesses:

__________________________

Print Name:__________________

__________________________

Print Name:__________________

The Ranch Land Operations, LLLP, a Florida limited liability limited partnership
By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company
   As its General Partner
By: Thomas Ranch Manager, LLC, a Delaware limited liability company
   As its Manager
By:__________________________
   Paul Erhardt
   Its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

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, personally appeared Paul Erhardt, to me known to be the person described in and who executed the foregoing instrument as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of The Ranch Land Operations, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of ________________ 2018.

__________________________
Notary Public
Print Name:__________________
My Commission Number:
Witnesses:

________________________
Print Name:________________

________________________
Print Name:________________

Thomas Ranch Intangibles, LLLP, a Florida limited liability limited partnership, as Trustee aforesaid
By: Thomas Ranch Villages GP, LLC,
a Delaware limited liability company
As its General Partner
By: Thomas Ranch Manager, LLC,
a Delaware limited liability company
As its Manager
By: ________________________
Paul Erhardt
Its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

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, personally appeared Paul Erhardt, to me known to be the person described in and who executed the foregoing instrument as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of Thomas Ranch Intangibles, LLLP, a Florida limited liability limited partnership, as Trustee aforesaid, on behalf of the companies and the partnership and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of ________________ 2018.

________________________
Notary Public
Print Name: ________________________
My Commission Number:
EXHIBIT 1

Depiction of Unit No. 6 as of Effective Date
WEST VILLAGES IMPROVEMENT DISTRICT, UNIT 6

The territorial boundaries of the district shall be as follows: (3) The territorial limits of the West Villages Improvement District, Unit 6 shall also embrace and include those parcels of land described as follows:

LANDS LOCATED IN TOWNSHIP 36 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:  

That part of Section 21, lying Southwesterly of County Road No. 777 (West River Road). All that part of Section 28, lying West of County Road No. 777 (West River Road). All of Section 29, less and except the following Right-of-way for U.S. Highway No. 41 (State Road No. 45). All of Section 30, less and except the following Right-of-way for U.S. Highway No. 41 (State Road No. 45). That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW 1/4 as described in Official Record Book 1056, Page 802, Public Records of Sarasota County, Florida, That portion lying West of lands described in Official Record Book 1056, Page 802, South of the westerly extension of the North line of said lands described in Official Record Book 1056, Page 802, and North of the northerly Right-of-Way line of U.S. Highway No. 41. All of Section 31, less and except the following Right-of-way of U.S. Highway No. 41 (State Road No. 45). All of Section 32, less and except the following Right-of-way of U.S. Highway No. 41 (State Road No. 45). That portion conveyed in Official Record Book 2785, Page 634 of the Public Records of Sarasota County, Florida, (Sarasota County Hospital Board); That portion conveyed in Official Record Book 1971, Page 2172 of the Public Records of Sarasota County, Florida, (Manatee Community College); Right-of-way for Pine Street Extension as recorded in Official Record Book 2555, pages 811-974 of The Public Records of Sarasota County, Florida. That portion conveyed in Official Record Book 2785, Page 641 of the Public Records of Sarasota County, Florida, (20' wide perpetual Non-exclusive easement); That portion lying South of lands conveyed in Official Record Book 1971, Page 2172 and East of lands described in Official Record Book 2785, Page 641, Public Records of Sarasota County, Florida. That portion of Section 33, lying North of U.S. Highway No. 41 (State Road No. 45) and West of County Road #777 (West River Road); also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), West of a 200 ft. wide access easement described in Official Records Book 2169, Page 528, Public Records of Sarasota County, Florida, and North of lands conveyed in Official Records Book 1971, Page 2172, Public Records of Sarasota County, Florida, also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°18'02"W., along the East line of said Section 33, a distance of 280.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map Section 17000-2508, same being a point on a curve to the right having a radius of 3011.75 feet, a central angle of 24°58'49", a chord bearing of N.66°51'15"W., and a chord length of 720.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 3131.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of lands described in Official Records Instrument No.19981660153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument No.19991660153 the following three (3) courses and distances: (1) S.35°57'25"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 550.97 feet; a central angle of 29°49'56", a chord bearing of S.30°52'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 251.56 feet to the end of said curve; (3) thence S.00°01'17"W., a distance
of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.58 feet to the Northeast corner of lands described as Manatee Community College per Official Records Book 571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.57 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet, thence along the arc of said curve and Northerly Line of lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2899, Page 529, Public Records of Sarasota County, Florida; thence N.65°13'51"E., along the Easernly line of said lands, a distance of 183.06 feet, thence continuing N.00°00'19"W., along said Easernly line, a distance of 144.96 feet to the Northeast corner of said lands; thence N.65°13'40"W., along the Northerly line of said lands, a distance of 400.68 feet to the Northwest corner of said lands, same being a point on the Easernly line of a 200 foot wide access easement per Official Records Book 571, Pages 2171 through 2175 and Official Records Book 2899, Pages 522 through 526, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easernly line of said 200 foot wide access easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, same being a point on a curve to the right having a radius of 5997.88 feet, a central angle of 06°08'53", a chord bearing of 5.69°13'16"E., and a chord length of 306.97 feet, thence along the arc of said curve an arc length of 307.01 feet to the end of said curve, thence continuing along said Southerly Right of Way line the following fourteen (14) courses and distances: (1) S.22°19'15"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (2) thence N.32°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (3) thence N.32°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence N.32°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (5) thence S.53°00'37"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence N.32°24'45"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (7) thence N.32°24'45"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5997.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (8) thence along the arc of said curve an arc length of 809.05 feet to the end of said curve; thence (9) S.59°53'54"E., a distance of 133.60 feet; (10) thence S.54°29'31"E., a distance of 1100.56 feet; (11) thence S.51°07'40"E., a distance of 101.16 feet; (12) thence S.54°20'45"E., a distance of 199.02 feet; (13) thence S.48°43'00"E., a distance of 100.71 feet; (14) thence S.54°22'51"E., a distance of 447.75 feet to the POINT OF BEGINNING. That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 94, lying West of River Road (County Road No.77); and that portion of the Southeast Quarter of Section 94, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 94, (Old River Road), less and except the following: That portion described in Official Record Instrument No. 1959111633, Public Records of Sarasota County, Section 55 lying West of the Myakka River. Also, a portion of Sections 32, 33 and 34, Township 59 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Section 92, Township 59 South, Range 20 East; thence N.80°04'42"W., along the South line of said Section 92, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 654, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive easement per Official Records Book 2785 at Page 641, a distance of 1490.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2132, of the Public Records of Sarasota County, Florida, thence along the
westerly extension and boundary of said lands described in Official Records Book 1573, at Page 2172 the
following two (2) courses: (1) S.89°29’45”W., a distance of 1800.21 feet; (2) thence N.00°35’25”E., a
distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°12’45”W., a distance of
2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of
the Public Records said lands described in Official Records Instrument 1998166154 the following three
(3) courses: (1) S.89°58’35”E., a distance 678.50 feet; (2) thence N.00°01’27”E., a distance of 752.53
feet; (3) thence N.28°00’22”E., a distance of 363.96 feet to a point on the southerly right of way line of
U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 170104,
2508, said point being on a curve concave to the northeast and having a radius of 3001.73 feet, a central
angle of 14°28’18”, a chord bearing of S.72°09’12”W., and a chord distance of 758.67 feet; thence in an
eastern direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of
Section 54, Township 59 South, Range 20 East, Sarasota County, Florida; thence S.00°16’02”W., along
the West line of said Section 54, and leaving said southerly right of way line, a distance of 378.82 feet;
thence S.89°37’27”E., a distance of 1329.00 feet to a point on the westerly right of way line of County
Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section
17320-2601, thence along said westerly right of way line, the following six (6) courses: (1)
S.00°07’30”W., a distance of 5.46 feet; (2) thence S.69°23’52”E., a distance of 5.74 feet; (3) thence
5.56’38’07”E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a
radius of 359.92 feet, a central angle of 02°00’54”, a chord bearing of 5.35°38’04”E., and a chord
distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91
feet to the end of said curve. (5) thence N.55°21’47”E., radial to the last described curve, a distance of
20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5519.32
feet, a central angle of 15°31’50”, a chord bearing of 5.26°51’28”E., and a chord distance of 1527.98 feet;
(6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the
Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records
Sarasota County, Florida; thence S.57°41’04”W., along the northerly line of said lands described in
Official Records Instrument 2000002794, a distance of 2540.20 feet to the Southeast corner of Section
25, Township 59 South, Range 20 East, Sarasota County, Florida; thence N.83°59’52”W., along the South
line of said Section 25, a distance of 5318.00 feet to the POINT OF BEGINNING.

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

All of Section 3, less and except the following: That portion conveyed in Order of Taking recorded in
Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida (County
Road No. 777) That portion conveyed in Official Record Instrument No. 2000002784 of the Public
Records of Sarasota County, Florida (River Road Office Park, Inc.). The maintained right-of-way of
County Road No. 777 (South River Road). All of Section 4, less and except the following: That portion
described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County,
Florida, (River Road Office Park, Inc.). All of Section 5, less and except the following: Right-of-way
conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public
Records of Sarasota County, Florida. All of Section 6, less and except the following: Right-of-way
conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public
Records of Sarasota County, Florida. All of Section 7, less and except the following: Right-of-way
conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public
Records of Sarasota County, Florida. All of Section 8. All of Section 9. All of Section 10, less and except
the following: The maintained right-of-way for County Road No. 777 (South River Road) ALL OF THE
ABOVE ARE SUBJECT TO EASEMENTS OF RECORD, OR OTHERWISE, USED FOR DRAINAGE, UTILITIES
AND/OR INGRESS AND EGRESS.
The above described property contains a total of 8195.7478 acres more or less.

(2) The territorial limits of West Villages Improvement District, Unit 6 shall also embrace and include those parcels of land described as follows:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 30 EAST, SARASOTA COUNTY, FLORIDA:
All that part of Section 21, as lies southwesterly of County Road # 777 (West River Road). All that part of Section 28 lying west of County Road # 777 (West River Road). All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00E030'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2683.88 feet to the southeast corner of said Northeast 1/4, thence N.89E23.73"W. a distance of 250.00 feet to the POINT OF BEGINNING, thence N.00E30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left center of which lies S.00E30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 0.11E35'7", a distance of 120.33 feet; thence S.00E30'23"W., a distance of 5165.77 feet; thence S.89E050'00"E., a distance of 120.00 feet, thence N.00E30'23"E., a distance of 2657.88 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows: Commence at the NW corner of Section 33, Township 39 South, Range 30 East, Sarasota Florida, run thence 5.6 degrees 30'44"W., along the westerly line of said Section 33, 105.39' to the centerline of U.S. 41; thence continue 5.0 degrees 30'44"W., along said westerly line 1372.86'; thence 5.89 degrees 25'14"E., along the northerly line of Tract, 810' to the POINT OF BEGINNING of said centerline of said 200 foot wide Tract; thence N.00 degrees 30'44"E., parallel to the said westerly line of Section 33, 1078.74' to the southerly right-of-way line of U.S. 41 (right-of-way being 300 feet from centerline at this point) for a POINT OF TERMINATION.

All that part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying south of U.S. Highway #41 (State Road #45) and west of the right-of-way of County Road #777 (as redesignated in Official Records Book 2879 at Pages 2750-2754, LESS the following described lands: East 200' (as measured along the South Right-of-Way of Tamiami Trail, or arc distance) of the West 992.7 feet measured along the South Right-of-Way of said Tamiami Trail, or arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying south of Tamiami Trail and being more particularly described as follows: Begin at the west 1/4 of the center of Section 34, Township 39 South, Range 20 East and run south on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning; thence continue 5.89E59'00"E, 659 feet; thence N.00E00'00"W, 454.57 feet to the South Right-of-Way of the said Tamiami Trail, thence in a northerly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning. Said above described lands being more particularly described and surveyed as follows: Commence at the West quarter corner of said Section 34; thence South along the westerly section line of said Section 34, a distance of 666.05 feet; thence S.89E050'00"E., a distance of 190.46 feet to the Point of Beginning of this description. Thence N.00E00'00"E., a distance of 380.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also known as STATE ROAD No. 45, and U.S. 41 as per Florida Department of Transportation Right-of-
Way maps Section No. 1701-2698 (320' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N. 98°36'51" E., thence along the arc of said curve in an easterly direction through a central angle of 03°49'13", having a radius distance of 301.73 feet, an arc distance of 199.93 feet, thence South leaving said Right-of-Way line a distance of 333.93 feet, thence N.89°58'00"W., a distance of 199.22 feet to the Point of Beginning; The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2678, at Pages 2790-2794, less the NW 1/4 of the SE 1/4 of the SW 1/4. Also less lands described in Official Records Instrument Number 1999110893; That part of the West Half of the SE 1/4, lying westerly of maintained right of way for South River Road (Old River Road), and northerly of lands described in Official Records Instrument Number 1999110893.

IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 15, less and except the following: The maintained right-of-way for County Road #777 (South River Road); Right-of-way conveyed in Official Records Instrument Number 2000160556.

All of Section 17, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida; Maintained right-of-way for County Road #777 (South River Road).

All of Section 21, less and except the following: Maintained right-of-way for County Road #777 (South River Road); The SW 1/4 of the SE 1/4; The North 50 feet of the South 360 feet of the SW 1/4 lying East of County Road #777 (South River Road). Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida; Right-of-way conveyed in Official Records Instrument Number 2000160556.

Parcel Contains 3739.5714 Acres more or less.

(3) The territorial limits of West Villages Improvement District, Unit 6 shall also embrace and include those parcels of land described as follows:

PARCEL 1:

A portion of the Southwest 1/4 of Section 34, Township 49 South, Range 20 East and portions of Section 3 & Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Northwest corner of aforesaid Section 275, Township 40 South, Range 20 East, thence 28N89°38'00"W, a distance of 50.00 feet; thence S00°24'38"W, parallel with the West line of the
Northwest 1/4 of said Section 8, a distance of 2601.22 feet to a point bearing N89°21'22"W, a distance of 50.00 feet from the Southwest corner of said Northwest 1/4 of Section 8, thence S00°29'01"W, parallel with the West line of the Southwest 1/4 of said Section 8, a distance of 672.83 feet, thence S89°20'28"E, a distance of 50.00 feet to the Southwest corner, of the North 1/2, of the North 1/2 of the Southwest 1/4, of said Section 8, thence S98°20'23"E, along the South line of said North 1/2, of the North 1/2, of said Southwest 1/4 of Section 8, a distance of 2583.87 feet to the West Maintained Right-of-Way Line of County Road 777 (River Road); thence N00°33'56"E, along said Right-of-Way line parallel with the West line of said Southwest 1/4 of Section 8, a distance of 673.82 feet to an intersection with the South line of the Northwest 1/4, of said Section 8, bearing N89°31'22"W, a distance of 63.53 feet, from the Southeast corner of said Northwest 1/4, thence N89°21'22"W, along the South line of said Northwest 1/4 a distance of 69.77 feet to the Western Right-of-Way Line of County Road 777 (River Road), per Florida Department of Transportation Right-of-Way Map, Section 17550-2061, thence North along said Western Right-of-Way Line the following 8 courses, N00°28'09"E, a distance of 1275.47 feet to the point of curvature of a curve to the left, having a radius of 5619.56 feet; a central angle of 24°38'34", a chord bearing of N08°54'16"W and a chord length of 1361.72 feet, thence along the arc of said curve, on arc length of 1436.63 feet, to a point on the South line of the Southwest 1/4 of Section 8: Township 59 South, Range 20 East, bearing N89°35'06"W, a distance of 204.95 feet, from the Southeast corner of said Southwest 1/4 of Section 8; thence Continuing Northerly, along said curve to the left, having a radius of 5619.56 feet, a central angle of 04°55'36", a chord bearing of N88°53'41"W and a chord length of 483.61 feet, along the arc of said curve, on arc length of 483.76 feet, thence S78°41'00"W, leaving said Right-of-Way Line, a distance of 2340.41 feet to the Point of Beginning.

PARCEL 2:

A tract of land in Section 52, Township 59 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of said Section 52, thence S00°30'25"W along the Easterly line of th North East 1/4, of said Section a distance of 2658.08 feet to the Southeast corner of said Northeast 1/4; thence N98°32'37"W, a distance of 410.00 feet; thence S00°30'23"W, parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1026.51 feet to the Point of Beginning; thence continue along said line S00°30'23"W a distance of 1630.82 feet; thence N89°05'08"W, a distance of 1944.78 feet; thence N60°12'41"W, a distance of 1480.04 feet to the Easterly Right-of-Way of proposed Pine Street Extension to a point on a curve to the right, having a radius of 2734.70 feet, an central angle of 04°00'25", the center of which lies S00°12'47"E, the following two courses are along the Right-of-Way of proposed Pine Street Extension: thence along the arc of said curve, and arc length of 304.41 feet to the end of said curve, thence S63°51'40"E, a distance of 1554.98 feet, thence S89°20'37"E, a distance of 2052.27 feet, thence S83°18'08"W, a distance of 463.99 feet; thence S34°41'45"E, a distance of 295.64 feet; thence S89°29'37"E, a distance of 290.65 feet to the Point of Beginning.

PARCEL 3:

That part of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 lying South of U.S. Highway No. 41 and East of West River Road, and also that part of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 lying South of U.S. Highway No. 1, Section 94, Township 59 South, Range 20 East, Sarasota County, Florida, less any reservations, conveyances or grants for Right-of-Way purposes for State Road.
777 or U.S. Highway No. 41. That portion of land lying in Sarasota County, Florida, South and East of the
centerline of a creek, on the following described property:

A part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39
South, Range 20 East, described as follows:

Starting at the centerline of the intersection of two roads designated as being U.S. 41 s/n/s/a State Route
45, and State Route 777, respectively, and proceeding Easterly along centerline of U.S. 41, 518.2 feet,
thence South 54.06 feet to the edge of Right-of-Way of said road to the Point of Beginning; thence
Southerly 513.7 feet more or less to the Right-of-Way of State Road 777, thence Northwesterly along
the Right-of-Way of State Road 777, 314.85 feet more or less to intersect the Right-of-Way of road U.S.
41; thence Easterly along the Right-of-Way of U.S. 41, 242 feet more or less to the Point of Beginning,
less Road Right-of-Way. Less that real property described as:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 39 South, Range 20
East, Sarasota County, Florida, more particularly described as follows:

Begin at the intersection of the East existing Right-of-Way line of County Road 777, (River Road) (per
Project 17060-2502) and the South existing Right-of-Way Line of U.S. 41, (State road 45/Manasota Trail
(per project 17060-2508) and the beginning of a curve concave Northwesterly; thence along said South
existing Right-of-Way Line on the arc of said curve having a radius of 3051.73 feet, a central angle of
01°49'27", an arc length of 85.29 feet, the chord for which bears N77°54'15"E to the end of said curve;
thence S46°00'30"W, 51.43 feet; thence S38°42'52"E, 92.00 feet; thence S42°00'48"E, 150.05 feet;
thence S3°40'52"E, 148.31 feet; to the beginning of a curve concave Southwesterly; thence along the
arc of said curve having a radius of 5820.58 feet, a central angle of 01°00'50" on an arc length of 109.95
feet, the chord for which bears S3°08'26"E of the South line of the Northeast 1/4 of the Southwest 1/4
of said Section 34 and the end of said curve; thence along said line N9°02'53"W, 47.56 feet to the East Maintained Right-of-Way Line of said County Road 777, thence along said
Maintained Right-of-Way Line the following three courses, N5°58'44"W, 27.70 feet; N3°21'32"W, 178.74
feet; N42°09'34"W, 157.14 feet to the end of said courses and to the East existing Right-of-Way Line of
said County Road 777, thence along said existing Right-of-Way Line N5°48'05"W, 147.48 feet to the
Point of Beginning, as per Florida Department of Transportation Right-of-Way Map for County Road
777 (River Road).

PARCEL 4:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County,
Florida, lying in Section 19, Township 40 South, Range 20 East, being more particularly described as
follows:

Begin at the Northeast corner of Section 19, Township

40 South, Range 20 East, Sarasota County, Florida; thence the following nineteen (19) courses: (1)
N09°07'29"W, along the South boundary of the Southwest 1/4 of said Section, a distance of 38.96 feet;
(2) N5°40'44"W, a distance of 138.36 feet; to a point of curve, (3) along the arc of a curve to the left;
concave to the Southwest, radius 3860.00 feet, central angle 00°18'09", arc length 314.60 feet; chord
bearing N03°47'11"W, a distance of 314.44 feet; (4) leaving said curve, S85°03'44"W, a distance of
242.00 feet; (5) S2°03'29"W, a distance of 270.86 feet; (6) N01°59'24"W, a distance of 281.31 feet; (7)
N75°00'00"W, a distance of 279.00 feet; (8) N15°00'00"W, a distance of 282.00 feet; (9) N17°51'45"W, a distance of 100.12 feet; (10) N25°00'00"W, a distance of 157.95 feet, to a point of curve; (11) along the arc of a curve to the right, concave to the East, radius 2650.00 feet, central angle 026°10'26", arc length 1210.57 feet, chord bearing N31°54'47"W, a distance of 1200.07 feet; (12) leaving said curve, N20°25'54"E, a distance of 106.75 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 2685.00 feet, central angle 004°48'34", arc length 217.61 feet, chord bearing N18°11'51"E, a distance of 686.10 feet to the East boundary of the Northeast 1/4 of said Section; (14) leaving said curve, N18°11'51"E, a distance of 686.10 feet to the East boundary of the Northeast 1/4 of said Section; (15) S00°51'03"E, along said boundary, a distance of 642.01 feet; (16) S18°11'54"W, a distance of 11.03 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the East, radius 2860.00 feet, central angle 038°11'54", arc length 1967.39 feet, chord bearing S01°35'55"W, a distance of 1348.35 feet, to a point of tangency; (18) S15°00'00"E, a distance of 252.98 feet to the East boundary of the Southeast 1/4 of said Section; (19) S00°52'09"E, along said boundary, a distance of 1352.83 feet to the Point of Beginning.

PARCELS:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows:

Begin at the Southwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida, thence the following five (5) courses:

(1) N00°52'09"W, along the West boundary of the Southwest 1/4 of said Section, a distance of 1352.83 feet;

(2) S15°00'00"E, a distance of 452.83 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the Southwest, radius 3140.00 feet, central angle 015°19'11", arc length 599.57 feet, chord bearing S07°20'25"E, a distance of 337.07 feet; (4) leaving said curve, S38°16'04"W, a distance of 111.55 feet to the South boundary of the said Southwest 1/4; (5) N89°10'49"W, along said boundary 155.79 feet to the Point of Beginning.

PARCEL 6:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida, thence S88°41'36"E, along the North boundary of the Northwest 1/4 of said Section, a distance of 529.25 feet to the Point of Beginning; thence the following nineteen (19) courses: (1) continue S88°41'36"E, a distance of 532.15 feet, to a point on a curve; (2) along the arc of a curve to the right, concave to the Northwest, radius 2660.86 feet, central angle 008°25'24", arc length 232.05 feet, chord bearing S01°27'13"E, a distance of 231.93 feet; (3) leaving said curve, S07°08'50"E, a distance of 110.71 feet; (4) along the arc of a curve to the right, concave to the Northwest, radius 2080.86 feet, central angle 013°36'25", arc length 490.23 feet, chord bearing S11°28'30"W, a distance of 485.11 feet, to a point of tangency; (5) S18°11'51"W, a distance of 151.89 feet; (6) S28°54'19"W, a distance of 100.50 feet; (7) S18°11'51"W, a distance of 151.89 feet; (8) S09°45'45"E, a distance of 400.15 feet; (9) S20°25'44"E, a distance of 267.58 feet; (10) S72°51'21"W, a distance of 509.08 feet; (11) S86°26'35"W, a
distance of 264.80 feet, (12) S18°11'54"W, a distance of 58.91 feet to the West boundary of said Northwest 1/4; (13) N0°05'10"W, a distance of 342.82 feet, (14) N10°11'51"E, a distance of 837.43 feet, to a point of curve; (15) along the arc of a curve to the left, concave to the Northwest, radius 1774.86 feet, central angle 004°26'25"E, arc length 137.55 feet, chord bearing N15°58'58"E, a distance of 197.92 feet; (16) leaving said curve, N25°12'22"W, a distance of 112.00 feet; (17) N2°15'26"E, a distance of 89.52 feet; (18) N24°57'42"E, a distance of 95.15 feet, to a point of curve; (19) along the arc of a curve to the left, concave to the Southwest, radius 1735.86 feet, central angle 010°39'45"E, arc length 530.71 feet, chord bearing N00°01'35"W, a distance of 530.26 feet to the Point of Beginning.

PARCEL 7:

A portion of the grantor’s tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 17, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 17, Township 40 South, Range 20 East, Sarasota County, Florida, thence S88°41'56"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 320.25 feet to a point on a curve, and the Point of Beginning; thence the following twenty-eight (28) courses: (1) along the arc of a curve to the left, concave to the Southwest, radius 1979.86 feet, central angle 005°50'15", arc length 116.55 feet, chord bearing N07°43'34"W, a distance of 116.51 feet; (2) leaving said curve, N09°58'51"W, a distance of 707.19 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the East, radius 2079.86 feet, central angle 02°7'23'07", arc length 994.09 feet, chord bearing N02°43'03"E, a distance of 984.60 feet; (4) leaving said curve, N22°50'39"E, a distance of 104.42 feet; (5) N18°55'52"E, a distance of 755.00 feet; (6) N64°19'55"W, a distance of 259.64 feet; (7) N07°15'30"W, a distance of 303.39 feet; (8) N24°30'14"E, a distance of 246.76 feet; (9) N65°15'52"E, a distance of 110.00 feet; (10) N24°46'08"W, a distance of 861.00 feet; (11) S79°49'39"W, a distance of 60.15 feet to the West boundary of the Northwest 1/4 of said Section; (12) N00°01'52"E, a distance of 881.19 feet, to a point of curve; (13) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 005°06'31", arc length 800.88 feet, chord bearing S21°42'53"E, a distance of 795.70 feet, to a point of tangency; (14) S24°48'08"E, a distance of 426.04 feet; (15) S41°28'05"E, a distance of 104.40 feet; (16) S24°46'08"E, a distance of 532.70 feet, to a point of curve; (17) along the arc of a curve to the right, concave to the Southwest, radius 1045.67 feet, central angle 043°22'00", arc length 702.07 feet, chord bearing S02°55'09"E, a distance of 775.29 feet; (18) leaving said curve, S18°35'52"W, a distance of 500.12 feet; (19) S35°17'49"W, a distance of 104.40 feet; (20) S18°35'52"W, a distance of 471.52 feet, to a point of curve; (21) along the arc of a curve to the left, concave to the East, radius 1774.86 feet, central angle 029°14'23", arc length 374.78 feet, chord bearing S04°29'41"W, a distance of 865.55 feet; (22) leaving said curve, S09°58'31"E, a distance of 78.16 feet; (23) S67°19'27"E, a distance of 485.80 feet; (24) S09°58'31"E, a distance of 226.00 feet; (25) S80°21'29"W, a distance of 386.00 feet; (26) S09°58'31"E, a distance of 144.03 feet, to a point of curve; (27) along the arc of a curve to the right, angle 004°58'35", arc length 179.70 feet, chord bearing S07°09'15"E, a distance of 179.70 feet, to the South boundary of the Southwest 1/4 of said Section; (28) leaving said curve, N88°41'36"W, along said boundary, a distance of 532.15 feet to the Point of Beginning.

PARCEL 8:
A portion of the grantees’ tract, as described in O.R. 2100, Page 1597, Public Records of Sarasota County, Florida, lying in Section 18, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 40 South, Range 20 East, Sarasota County, Florida, thence 500’49’52”W, along the East boundary of the Northeast 1/4 of said Section, a distance of 505.52 feet to the Point of Beginning, thence the following seven (7) courses:

1. (2) continue 500’49’52”W, along said boundary a distance of 835.19 feet; (2) 579’9’9”W, a distance of 112.69 feet; (3) N21’56’21”W, a distance of 834.79 feet; (4) N71’2’45”E, a distance of 176.00 feet; (5) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 002’11’12”, arc length 432.68 feet, chord bearing N17’00’39”W, a distance of 432.02 feet, to the North boundary of said Northeast 1/4; (6) leaving said curve, S89’38’43”E, along said boundary, a distance of 285.18 feet; (7) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 003’58’56”, arc length 346.95 feet, chord bearing S19’00’05”E, a distance of 346.32 feet to the Point of Beginning.

PARCEL B:

A portion of the grantees’ tract, as described in O.R. 2100, Page 1597, Public Records of Sarasota County, Florida, lying in Section 7, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 7, Township 40 South, Range 20 East, Sarasota County, Florida, thence N89’38’54”W, along said boundary a distance of 307.58 feet to the Point of Beginning; thence the following twenty five (25) courses:

1. (1) continue N91’38’32”W, along said boundary a distance of 208.18 feet to a point on a curve; (2) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 008’50’12”, arc length 883.00 feet, chord bearing N17’00’39”W, a distance of 882.53 feet. (3) leaving said curve, S89’38’43”E, a distance of 695.64 feet; (4) N07’43’34”W, a distance of 461.01 feet; (5) N53’38’04”E, a distance of 271.28 feet; (6) N09’06’06”W, a distance of 86.19 feet, to a point of curve; (8) along the arc of a curve to the right, concave to the East, radius 8904.58 feet, central angle 017’12’29”, arc length 1773.37 feet, chord bearing N09’06’06”W, a distance of 1766.71 feet; (9) leaving said curve, N89’38’57”W, a distance of 208.91 feet; (10) N20’51’10’15”W, a distance of 212.74 feet; (11) N14’53’58”E, a distance of 245.57 feet; (12) S75’35’37”E, a distance of 306.00 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 559.58 feet, central angle 006’28’38”, arc length 662.42 feet, chord bearing N21’38’02”E, a distance of 662.06 feet, to a point of tangency; (14) N20’51’01’E, a distance of 202.24 feet, to the North boundary of the Northeast 1/4 of said Section; (15) S89’50’37”E, along said boundary, a distance of 288.08 feet; (16) S20’59’02”W, a distance of 304.41 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the Southwest, radius 559.58 feet, central angle 006’46’02”, arc length 957.76 feet, chord bearing S15’59’30”W, a distance of 956.56 feet; (18) leaving said curve, S78’56’01”E, a distance of 15.00 feet, (19) S10’48’41”W, a distance of 45.62 feet; (20) N79’20’37”W, a distance of 30.00 feet, to a point of curve; (21) along the arc of a curve to the left, concave to the East, radius 5604.58 feet, central angle 018’39’25”, arc length 1825.10 feet, chord bearing S01’19’59”W, a distance of 1817.05 feet, to a point of tangency; (22) S03’06’26”W, a distance of 1265.95 feet, to a point of curve; (23) along the arc of a curve to the left, concave to the East, radius 7514.44 feet, central angle 003’06’45”, arc length 145.90 feet, chord bearing S08’59’28”E, a distance of 145.90 feet; (24) leaving said curve, S15’59’52”E, a distance of 98.80 feet, to a point of curve; (25) along the arc of a curve to the left, concave to the
Northeast, radius 7501.44 feet, central angle 006°02'50", arc length 792.05 feet, chord bearing S12°59'15"E, a distance of 791.85 feet, to the Point of Beginning.

PARCEL 10:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 5, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, thence N10°15'50"E, along the West boundary of the Southwest 1/4 of said Section, a distance of 278.24 feet to the Point of Beginning, thence the following thirty-two (32) courses: (1) continue N00°16'50"E, along said boundary, a distance of 524.11 feet; (2) N20°55'01"E, a distance of 42.89 feet; (3) N65°07'00"W, a distance of 28.89 feet to said West boundary; (4) N00°26'50"E, along said boundary, a distance of 625.35 feet; (5) N62°11'11"E, a distance of 71.47 feet; (6) S77°08'59"E, a distance of 186.82 feet; (7) N20°53'01"E, a distance of 789.00 feet; (8) N25°55'39"E, a distance of 100.50 feet; (9) N20°53'01"E, a distance of 425.61 feet, to a point of curve; (10) along the arc of a curve to the left, concave to the Northwest, radius 5579.58 feet, central angle 011°44'31", arc length 1143.45 feet, chord bearing N15°00'46"E, a distance of 1141.45 feet; (11) leaving said curve, N17°28'11"E, a distance of 98.66 feet to a point of curve; (12) along the arc of a curve to the left, concave to the West, radius 5594.58 feet, central angle 000°00'18", arc length 103.01 feet, chord bearing N07°56'51"E, a distance of 105.01 feet, to a point of tangency; (13) N07°05'12"E, a distance of 708.92 feet, to a point of curve; (14) along the arc of a curve to the right, concave to the East, radius 2999.79 feet, central angle 005°36'33", arc length 311.15 feet, chord bearing N20°09'29"E, a distance of 311.01 feet to the North boundary of the Northwest 1/4 of said Section; (15) leaving said curve, S89°05'39"E, along said boundary a distance of 271.65 feet, to a point on a curve; (16) along the arc of a curve to the left, concave to the Southeast, radius 2734.79 feet, central angle 007°08'18", arc length 340.72 feet, chord bearing S10°39'11"W, a distance of 340.50 feet, to a point of tangency; (17) S07°05'12"W, a distance of 708.92 feet to a point of curve; (18) along the arc of a curve to the right, concave to the West, radius 5659.58 feet, central angle 005°31'15", arc length 543.11 feet, chord bearing S08°45'52"W, a distance of 543.66 feet; (19) leaving said curve, S79°33'30"E, a distance of 15.00 feet; (20) S10°58'30"W, a distance of 41.01 feet; (21) N79°08'30"W, a distance of 15.00 feet, to a point of curve; (22) along the arc of a curve to the right, concave to the Northwest, radius 5659.58 feet, central angle 002°22'24", arc length 244.42 feet, chord bearing S12°20'12"W, a distance of 244.40 feet; (23) leaving said curve, S55°07'00"E, a distance of 262.77 feet; (24) S09°55'47"W, a distance of 321.22 feet; (25) S18°58'56"W, a distance of 305.67 feet; (26) N72°18'04"W, a distance of 267.07 feet, to a point of curve; (27) along the arc of a curve to the right, concave to the Northwest, radius 5800.58 feet, central angle 001°46'19", arc length 181.52 feet, chord bearing S19°59'52"W, a distance of 181.51 feet, to a point of tangency; (28) S20°53'01"W, a distance of 325.81 feet; (29) S09°54'15"W, a distance of 101.98 feet; (30) S10°53'01"W, a distance of 1100.00 feet; (31) N32°17'37"W, a distance of 101.98 feet; (32) S20°53'01"W, a distance of 984.50 feet to the Point of Beginning.

PARCEL 11:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:
Commence at the Southwest corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida, thence N89°50'03"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 1226.46 feet to the Point of Beginning; thence the following six (6) courses: (1) continue N89°50'37"W, along said boundary a distance of 2186.89 feet; (2) N20°53'01"E, a distance of 385.04 feet; (3) N00°34'25"E, a distance of 101.98 feet; (4) N20°53'01"E, a distance of 687.10 feet to the East boundary of said Southeast 1/4; (5) S00°16'50"W, along said boundary, a distance of 224.11 feet; (6) S20°53'01"W, a distance of 298.57 feet to the Point of Beginning.

PARCEL 12:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida, thence N00°16'50"E, along the East boundary of the Southeast 1/4 of said Section, a distance of 1268.25 feet to the Point of Beginning; thence the following four (4) courses: (1) N1°11'00"W, a distance of 32.24 feet; (2) N20°29'08"W, a distance of 565.62 feet; (3) N62°11'11"E, a distance of 49.70 feet to said East boundary; (4) S00°16'50"W, along said boundary, a distance of 620.85 feet to the Point of Beginning.

PARCEL 13:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 32, Township 39 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, thence S09°50'35"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 1186.15 feet to a point on a curve and the Point of Beginning; thence the following thirty seven (37) courses: (1) along the arc of a curve to the right, concave to the Southeast, radius 2999.79 feet, central angle 012°24'31", arc length 649.67 feet, chord bearing N19°14'02"E, a distance of 648.40 feet; (2) leaving said curve, N04°43'42"W, a distance of 15.00 feet; (3) N25°44'15"E, a distance of 51.57 feet; (4) S03°57'41"E, a distance of 10.00 feet, to a point of curve; (5) along the arc of a curve to the right, concave to the Southeast, radius 3004.79 feet, central angle 007°15'22", arc length 410.25 feet, chord bearing N29°36'59"E, a distance of 409.94 feet, to a point of tangency; (6) N33°51'40"E, a distance of 472.86 feet; (7) N56°08'20"W, a distance of 466.00 feet; (8) N33°51'40"E, a distance of 343.00 feet; (9) N57°23'43"E, a distance of 448.25 feet; (10) S56°08'20"W, a distance of 301.00 feet; (11) N33°51'40"E, a distance of 1735.87 feet; to a point of curve; (12) along the arc of a curve to the left, concave to the Northwest, radius 1734.86 feet, central angle 029°00'15", arc length 924.30 feet, chord bearing N19°00'13"E, a distance of 914.61 feet; (13) leaving said curve, N19°14'02"W, a distance of 97.29 feet, to a point of curve; (14) along the arc of a curve to the left, concave to the West, radius 1734.86 feet, central angle 001°11'25", arc length 56.46 feet, chord bearing N00°35'43"E, a distance of 56.46 feet; to a point of tangency; (15) N00°00'00"E, a distance of 58.72 feet; (16) N29°53'17"W, a distance of 10.15 feet; (17) N11°15'42"W, a distance of 371.55 feet; (18) N02°41'28"W, parallel with and 107.00 feet South of the North boundary of said Section, a distance of 620.77 feet; (19) N00°18'51"E, a distance of 11.00 feet to the existing Right-of-Way for U.S. Highway 41; (20) S88°38'39"E, a distance of 486.38 feet; (21) S86°12'38"E, a distance of 100.18 feet; (22) S89°38'39"E, a distance of 1100.00 feet; (23)
S78°19'03"E, a distance of 50.99 feet; (24) N89°58'39"E, a distance of 50.00 feet; (25) N67°12'05"E, a distance of 41.14 feet, to a point of curve; (26) along the arc of a curve to the right, concave to the South, radius 560.36 feet, central angle 004°47'14", arc length 460.19 feet, chord bearing S87°15'02"E, a distance of 468.05 feet; (27) leaving said existing right-of-way and said curve, N98°41'09"W, parallel with and 147.22 feet South of North boundary of said Section, a distance of 843.21 feet; (28) S17°50'35"W, a distance of 412.25 feet; (29) S24°08'49"W, a distance of 306.39 feet; (30) S00°00'00"W, a distance of 66.32 feet, to a point of curve; (31) along the arc of a curve to the right, concave to the West, radius 2605.86 feet, central angle 011°59'25", arc length 453.16 feet, chord bearing S05°59'43"W, a distance of 432.57 feet; (32) leaving said curve, S64°11'45"E, a distance of 592.56 feet; (33) S35°51'40"W, a distance of 2160.72 feet; (34) N61°08'31"W, a distance of 285.04 feet; (35) S35°51'40"W, a distance of 2766.86 feet, to a point of curve; (36) along the arc of a curve to the left, concave to the Southeast, radius 2734.70 feet, central angle 019°32'10", arc length 937.25 feet, chord bearing S24°02'35"W, a distance of 932.67 feet to the South boundary of said Southwest 1/4, (37) leaving said curve, N89°05'35"W, along said boundary, a distance of 271.85 feet to the Point of Beginning.

(4) The territorial limits of the West Villages Improvement District, Unit 6 shall no longer embrace and include those parcels of land described as follows:

**PARCEL 1:**

A Parcel of land in Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, thence N89°05'20"W, along the East line of the Southeast 1/4 of said Section 19, a distance of 300.13 feet to a point on a line lying 300.00 feet Northerly of and parallel with the South line of said Southeast 1/4 of Section 19; thence N98°07'15"W, along said line lying 300.00 feet Northerly of and parallel with the South line of the Southeast 1/4 of Section 19, a distance of 2716.19 feet; thence N99°12'05"W, along a line lying 300.00 feet Northerly of and parallel with the South line of the Southwest 1/4 of Section 19, a distance of 1382.32 feet to the Point of Beginning; thence continue N99°12'05"W, along said line lying 300.00 feet Northerly of and parallel with the South line of the Southwest 1/4 of Section 19, a distance of 1168.62 feet to a point lying 200.00 feet Easterly of and parallel with the West line of said Section 19; thence N99°47'00"E, along said line lying 200.00 feet Easterly of and parallel with said West line of Section 19, a distance of 277.62 feet; thence N99°47'00"E, a distance of 125.62 feet; thence N99°47'00"E, a distance of 211.63 feet; thence S70°35'32"E, a distance of 189.13 feet; thence S56°14'22"E, a distance of 167.94 feet; thence S56°14'22"E, a distance of 165.26 feet; thence S56°14'22"E, a distance of 190.18 feet; thence S49°50'04"E, a distance of 150.71 feet; thence S00°57'35"E, a distance of 2339.31 feet to the Point of Beginning.

**PARCEL 2:**

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, thence S88°46'17"E, along the South line of the Southwest 1/4 of said Section 21, a distance of
631 feet to a point on the baseline of survey, as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3267.20 feet; thence S44°00'46"W, perpendicular to said baseline of survey, a distance of 41.51 feet to the Point of Beginning; thence N45°58'45"E, a distance of 658.28 feet; thence N43°30'22"E, a distance of 771.45 feet; thence S46°20'22"W, a distance of 291.80 feet; thence N43°15'39"W, a distance of 205.68 feet; to a point on a curve to the left having a radius of 225.00 feet, a central angle of 91°32'43", a chord bearing of N89°12'00"W, and a chord length of 223.46 feet; thence along the arc of said curve on an arc length of 559.50 feet; thence S45°01'59"W, a distance of 58.25 feet; thence N81°29'41"W, a distance of 77.39 feet; thence N44°00'17"W, a distance of 275.57 feet to the Point of Beginning.

PARCEL 2:

A Parcel of land in Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, as described as follows:

Commence at the Southwest Corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S89°21'19"E, along the South Line of said Section 15, a distance of 49.10 feet, to a point on the baseline of survey, as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 5284.06 feet; thence S44°00'46"W, perpendicular to said baseline of survey, a distance of 39.75 feet to the Point of Beginning; thence N45°58'30"E, a distance of 101.35 feet, to a point on a curve to the left having a radius of 706.36 feet, a central angle of 45°29'01", a chord bearing of N2°31'07"E, and a chord length of 346.30 feet; thence along the arc of said curve on an arc length of 560.91 feet; thence N0°28'37"E, a distance of 615.74 feet; thence S89°12'23"E, a distance of 178.18 feet; thence S60°32'18"E, a distance of 188.25 feet; thence S32°42'51"E, a distance of 144.47 feet; to a point on a curve to the left having a radius of 150.00 feet, a central angle of 65°32'10", a chord bearing of S12°01'15"E, and a chord length of 161.97 feet, thence along the arc of said curve on an arc length of 171.57 feet, to a point on a curve to the right having a radius of 50.00 feet, a central angle of 48°24'34", a chord bearing of S2°35'12"E, and a chord length of 41.02 feet, thence along the arc of said curve on an arc length of 42.25 feet; to a point on a curve to the left having a radius of 55.00 feet, a central angle of 53°04'35", a chord bearing of S2°22'55"E, and a chord length of 49.14 feet; thence along the arc of said curve on an arc length of 50.94 feet, to a point on a curve to the right having a radius of 50.00 feet, a central angle of 69°28'55", a chord bearing of S14°42'42"E, and a chord length of 56.99 feet; thence along the arc of said curve on an arc length of 60.65 feet; thence S20°02'46"W, a distance of 165.04 feet; thence S09°48'21"E, a distance of 198.48 feet; thence S10°02'59"W, a distance of 77.82 feet; thence S20°02'29"W, a distance of 246.10 feet; thence S15°36'56"W, a distance of 52.07 feet; thence S55°57'18"W, a distance of 117.05 feet; thence S87°27'37"W, a distance of 86.68 feet; thence S45°58'19"W, a distance of 25.22 feet; thence S08°21'58"W, a distance of 169.54 feet; thence S45°58'39"W, a distance of 223.39 feet; thence N44°01'21"W, a distance of 622.74 feet to the Point of Beginning.

PARCEL 3:

A Parcel of land lying in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, as described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°24'59"W, along the South line of the Southwest 1/4 of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota
County Right-of-Way Map for River Road (Project No. 65750), same being a point on a curve to the left having a radius of 5229.58 feet, a central angle of 00°13'35", a chord bearing of N16°30'08"W, and a chord length of 522.02 feet; thence along said baseline of Survey, and the arc of said curve, an arc length of 522.22 feet; thence S70°59'15"W, perpendicular to said baseline of Survey, a distance of 1101.00 feet to the Westerly Right-of-Way Line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida, same being a point on a curve to the left having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of N28°55'28"W, and a chord length of 1517.98 feet; thence along said Westerly Right-of-Way Line the following four (4) courses: (1) along the arc of said curve an arc length of 1822.84 feet; (2) thence S55°21'47"W, a distance of 20.00 feet to a point on a curve to the left having a radius of 559.32 feet, a central angle of 02°09'54", a chord bearing of N35°38'40"W, and a chord length of 196.90 feet; (3) thence along the arc of said curve an arc length of 196.91 feet; (4) thence N88°39'07"W, a distance of 71.08 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence N89°37'27"W, a distance of 510.60 feet to the West line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, being the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°37'27"W, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 34, a distance of 108.45 feet; thence N86°45'48"W, a distance of 427.04 feet to the Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45), per Florida Department of Transportation Right-of-Way Map Section 17010-2508, same being a point on a curve to the left having a radius of 5031.73 feet, a central angle of 01°56'53", a chord bearing of N81°28'05"E, and a chord length of 102.78 feet; thence along said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the arc of said curve an arc length of 102.78 feet to the intersection of said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the Westerly Right-of-Way Line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida; thence N86°39'07"E, along said Westerly Right-of-Way Line of South River Road, a distance of 439.57 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence S0°05'58"W, along said West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, a distance of 5.47 feet to the Point of Beginning.

PARCEL 5:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence N88°46'17"E, along the said South line of Southeast 1/4 of Section 21, a distance of 40.26 feet to the Southwesterly Maintained Right-of-Way of South River Road as shown on unrecorded Maintained Right-of-Way Map of River Road, for a Point of Beginning; thence along said Southerly Maintained Right-of-Way Line the following three (3) courses: (1) N45°35'23"E, a distance of 105.80 feet; (2) thence N44°19'24"W, a distance of 4.28 feet; (3) thence N45°38'11"E, a distance of 35.51 feet to the South line of lands described in Official Records Book 2676, Page 904; thence along said South line of lands described in Official Records Book 580, Page 504, 556°45'00"E, a distance of 16.74 feet; thence 54°56'11"W, a distance of 454.61 feet to the South line of the Southwesterly Maintained Right-of-Way of South River Road; thence along said South line of the Southwesterly Maintained Right-of-Way of South River Road, a distance of 10.59 feet to the Point of Beginning.

PARCEL 6:
A Parcel of land in Section 20 & 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°12'04"W, along the South line of said Section 20, a distance of 60.14 feet to the Northwesterly Maintained Right-of-Way Map for River Road; thence continue along said South line of Section 20, N68°12'04"W, a distance of 221.97 feet; thence N45°55'11"E, a distance of 1634.20 feet; thence N45°58'00"E, a distance of 1298.82 feet; thence N45°58'15"E, a distance of 425.82 feet to the boundary of lands described in Official Records Instrument No. 2000163556; thence S4°02'57"E, along said boundary of lands described in Official Records Instrument No. 2000163556, a distance of 157.06 feet to said Maintained Right-of-Way Line; thence along said Maintained Right-of-Way Line the following six (6) courses: (1) S45°57'34"W, a distance of 640.66 feet; (2) thence S45°58'20"W, a distance of 1900.15 feet; (3) thence N43°57'55"W, a distance of 3.59 feet; (4) thence S45°57'55"W, a distance of 1185.97 feet; (5) thence S49°13'15"E, a distance of 2.20 feet; (6) thence S45°52'56"W, a distance of 75.72 feet to the Point of Beginning.

PARCEL 7:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S00°46'17"E, along the South line of the Southwest 1/4 of said Section 21, a distance of 63.31 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence along said baseline, N48°58'14"E, a distance of 554.56 feet; thence S44°01'46"E, perpendicular to said baseline, a distance of 15.73 feet to the Southeastern Maintained Right-of-Way Line of South River Road as shown on said Sarasota County Maintained Right-of-Way Map for a Point of Beginning; thence along said Maintained Right-of-Way Line the following three (3) courses: (1) N49°58'11"E, a distance of 679.08 feet; (2) thence N45°58'00"E, a distance of 1298.80 feet; (3) thence N45°58'15"E, a distance of 425.85 feet to the boundary of lands described in Official Records Instrument No. 2000163556; Public Records of Sarasota County, Florida; thence along said boundary of lands described in Official Records Instrument No. 2000163556, S44°03'18"E, a distance of 11.89 feet; thence S45°58'15"W, a distance of 425.86 feet; thence S45°58'00"W, a distance of 1295.90 feet; thence S45°58'11"W, a distance of 883.26 feet to the North line of lands described in Official Records Book 986, Page 904, Public Records of Sarasota County, Florida; thence N88°46'38"W, along said North line of lands described in Official Records Book 986, Page 904, a distance of 16.74 feet to the Point of Beginning.

[Plan walk at West Villages and remaining unplatted lands of DI Votta & Company, Inc.]

Lands conveyed to DI Votta & Company, Inc. recorded in Official Record Instrument No. 2003259252, of the Public Records of Sarasota County, Florida.

Lands conveyed to DI Votta & Company, Inc. recorded in Official Record Instrument No. 2004122753, of the Public Records of Sarasota County, Florida.
EXHIBIT 2

Permit
August 24, 2018

The Ranch Land Operations, LLLP/Attn: Martin Black
19503 S. West Village Parkway
Venice, FL 34293

West Villages Improvement District/Attn: Todd Wodraska
2501A West Burns Road
Palm Beach Gardens, FL 33410

Subject: Notice of Intended Agency Action Letter -- Approval
Water Use Permit No.: 20 003872.019
Project Name: West Villages Improvement District
County: Sarasota

Dear Sir/Madam:
The Southwest Florida Water Management District (District) has completed its review of the application for Water Use Permit No. 20 003872.019. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/Search/Search/SearchWupSimple.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District’s Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Water Use Permit Bureau in the Tampa Service Office.

Sincerely,

Darrin W. Herbst, P.G.
Bureau Chief
Water Use Permit Bureau

cc: Dana West
    David Kelly
    Manson Bolves Donaldson Varn P.A. / Attn: Laura Donaldson
August 24, 2018

The Ranch Land Operations, LLLP/Attn: Martin Black
19503 S. West Village Parkway
Venice, FL 34293

West Villages Improvement District/Attn: Todd Wodraska
2501A West Burns Road
Palm Beach Gardens, FL 33410

Subject: Notice of Agency Action -- Approval
Water Use Permit No.: 20 003872.019
Project Name: West Villages Improvement District
County: Sarasota

Dear Sir/Madam:

The Southwest Florida Water Management District (District) is in receipt of your application for Water Use Permit No. 20 003872.019. Based upon a review of the information you submitted, the application is approved. A copy of the permit is enclosed for your records. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District’s agency action on the permit application described in this letter.

The District’s action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District’s action and no person objects to the District’s action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District’s website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District’s Tampa Service Office for retention in this permit’s File of Record.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit, and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.
The ID tags for your withdrawals shall be installed by a District representative. This representative will attempt to contact you within 30 days to discuss placement of your tags. If you have any questions or concerns regarding your tags, please contact Adam Hange at extension 6518, in the Sarasota Service Office. If you have any questions or concerns regarding your permit or any other information, please contact the Water Use Permit Bureau in the Tampa Service Office.

Sincerely,

Darrin W. Herbst, P.G.
Bureau Chief
Water Use Permit Bureau
Regulation Division

Encl: Permit
Notice of Rights

cc: Dana West
David Kelly
Manson Bolves Donaldson Varn P.A. / Attn: Laura Donaldson
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 003872.019

PERMIT ISSUE DATE: August 24, 2018
EXPIRATION DATE: August 24, 2068

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to
the expiration date, and no later than the end of the last business day before the expiration date, whether or not
the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date
and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and
Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use
the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal

GRANTED TO:
The Ranch Land Operations, LLLP/Attn: Martin Black
19503 S. West Village Parkway
Venice, FL 34293

West Villages Improvement District/Attn: Todd Wodraska
2501A West Burns Road
Palm Beach Gardens, FL 33410

PROJECT NAME: West Villages Improvement District
WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA
COUNTY: Sarasota

<table>
<thead>
<tr>
<th>TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL AVERAGE</td>
</tr>
<tr>
<td>PEAK MONTH 1</td>
</tr>
<tr>
<td>DROUGHT ANNUAL AVERAGE 2</td>
</tr>
</tbody>
</table>

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water
Conservation credits exist in the Permittee’s account.

ABSTRACT:
This is a renewal with modification of an existing water use permit for agricultural use transitioning to landscape/recreation use. The total quantities authorized by this permit to meet irrigation demand are increased. However, the authorized groundwater withdrawals remain limited to the previously permitted quantities of 2,313,700 gallons per day (gpd) on an annual average basis, and 6,179,800 gpd on a peak month basis, as shown in the Total Quantities Authorized table above. Meanwhile, the total irrigation demand is increased from 2,459,000 gpd to 2,912,600 gpd on an annual average basis, and from 6,808,200 gpd to 9,219,000 gpd on a peak month basis, as shown in the Water Use Table below. The increase in demand is due to the transition from agricultural to residential use. The increase will be met by alternative water supply (AWS). Quantities are based on the District's irrigation allotment calculation program, AGMOD. This permit is located within the Southern Water Use Caution Area (SWUCA) and will rely primarily on AWS when the land use transition is complete.

Special conditions include those that require the Permittee to report monthly meter readings, perform meter accuracy checks every five years (next due August 1, 2019), comply with the allocated quantities, limit groundwater withdrawals to no more than 2,313,700 gpd on an annual average basis, implement conservation and best management practices, implement the approved Water Conservation Plan and provide an update every 10 years (next due April 1, 2029), preferentially use AWS, construct proposed wells according to approved specifications, submit well completion reports, submit an environmental monitoring report annually by January 1 each year, install backflow prevention and augmentation control devices, submit an update on Environmental Resource Permitting annually by April 1 each year, submit annual and seasonal crop reports, submit a comprehensive Permit Transition and Expansion Summary Report every 10 years (next due April 1, 2029), cap withdrawals not in use, collect water samples quarterly at designated wells, record water levels weekly at designated stations, and comply with the SWUCA Recovery Strategy.

**WATER USE TABLE (in gpd)**

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<tr>
<th>USE</th>
<th>ANNUAL AVERAGE</th>
<th>PEAK MONTH</th>
<th>DROUGHT ANNUAL AVERAGE</th>
</tr>
</thead>
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<tr>
<td>Landscape/Recreation</td>
<td>2,912,600</td>
<td>9,219,000</td>
<td>3,380,600</td>
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**USES AND IRRIGATION ALLOCATION RATE TABLE**

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<tr>
<th>CROP/USE TYPE</th>
<th>IRRIGATED ACRES</th>
<th>IRRIGATION METHOD</th>
<th>STANDARD IRRIGATION RATE</th>
<th>DROUGHT IRRIGATION RATE</th>
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<td>Hay, Commercial</td>
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<td>Seepage Without Plastic</td>
<td>8.72&quot;/yr.</td>
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<td>27.08&quot;/yr.</td>
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<td>Animals</td>
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# WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below:

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<th>I.D. NO. PERMITTEE/DISTRICT</th>
<th>DIAM (in.)</th>
<th>TTL./CSD.FT. (feet bbls)</th>
<th>DEPTH (feet bbls)</th>
<th>USE DESCRIPTION</th>
<th>AVERAGE (gpd)</th>
<th>PEAK MONTH (gpd)</th>
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<td>320 / 240</td>
<td>Irrigation</td>
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### WITHDRAWAL POINT LOCATION TABLE

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<tr>
<td>179</td>
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</table>
STANDARD CONDITIONS:
The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:
1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

   All mailed reports and data are to be sent to:

   Southwest Florida Water Management District
   Tampa Service Office, Water Use Permit Bureau
   7601 U.S. Hwy. 301 North
   Tampa, Florida 33637-6759

   Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

   Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.

   (499)

2. The annual average and peak month quantities for groundwater withdrawals District ID Nos. 74-91, 96-101, and 128-138 shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total groundwater withdrawal from these wells is limited to 2,313,700 gallons per day (gpd) on an annual average basis, and 6,179,800 gpd on a peak month basis.

   The reclaimed water quantities associated with DID Nos. 174, 175 and 176 shown in the withdrawal point quantity table are also estimates only and are not intended to limit the use of this alternative water source should additional quantities of reclaimed water become available to the Permittee.(221)

3. The Permittee shall construct the proposed wells according to the surface diameter, casing depth, and total depth specifications below. The casing shall be continuous from land surface to the minimum depth stated, and both the casing depth and total depth are specified to prevent the unauthorized interchange of water between different water bearing zones. The maximum total depth listed below is an estimate, based on best available information, of the depth to the bottom of the Intermediate aquifer. However, it is the Permittee's responsibility to have the water in the well sampled during well construction, before reaching the estimated total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit B, Well Construction Instructions, attached to and made part to this permit.

   District ID Nos. 80, 84-85, and 87-90, Permittee ID Nos. 80, 84-85, and 87-90, having a surface diameter of 16 inches, with a minimum casing depth of 240 feet, drilled to a maximum total depth of
450 feet.

District ID Nos. 86, 97-98, 100-101, and 128-137, Permittee ID Nos. 86, 97-98, 100-101, and 128-137, having a surface diameter of 16 inches, with a minimum casing depth of 240 feet, drilled to a maximum total depth of 500 feet.

(223)

4. The District reserves the right to set chloride concentration limits on any production well in the future, based on data collected and after a sufficient data base has been established to determine limits. These limits shall be discussed with the Permittee prior to being implemented. At such time as the concentration in any water sample reaches or exceeds the designated concentration limits, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted.(276)

5. By January 1 of each year of the permit term, for the preceding water year (October 1 - September 30), the Permittee shall submit a summary report of environmental monitoring data collected during the reporting period and since permit issuance. Reports shall be submitted to the Water Use Permit Bureau and shall include appropriate tables and figures. Any color part of the report that is scanned shall be scanned in color. The report shall include the Permittee's analyses and interpretation of the relationship between pumpage, water table elevation, and water quality data collected pursuant to Special Conditions of this permit.

(287)

6. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)

7. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)

8. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)

9. Prior to the use of any well for augmentation, the Permittee shall install and properly maintain a District approved automated augmentation control system for the wells augmenting the surface water bodies indicated in the table below. The system shall be installed such that augmentation does not take place when the water level is at or above the specified water-level elevation for the particular water body. Provisions shall be made by the Permittee in the augmentation schedule to allow for the maximum possible runoff/rainfall capture. The regulatory elevation may be modified by the Water Use Permit Bureau Chief, as necessary to protect environmental and water resources of the District.

District ID Nos. 78-80, 82, 84-90, and 136-137, Permittee ID Nos. 78-80, 82, 84-90, and 136-137, augmenting Primary Irrigation Lake 1 (PIL 1), shall cease augmentation at 0.5 feet below the control elevation.

District ID Nos. 81, 83, 91, 96-101, 128-135, and 138, Permittee ID Nos. 81, 83, 91, 96-101, 128-135, and 138, augmenting Primary Irrigation Lake 2 (PIL 2), shall cease augmentation at 0.5 feet below the control elevation.

District ID Nos. 74-77, Permittee ID Nos. 74-77, augmenting Primary Irrigation Lake 3 (PIL 3), shall cease augmentation at 0.5 ft below the control elevation.

(314)

10. Prior to augmentation of Primary Irrigation Lake 1 (PIL 1), the Permittee shall install a backflow prevention system on District ID Nos. 78-80, 82, 84-90, and 136-137, Permittee ID Nos. 78-80, 82, 84-90, and 136-137.

Prior to augmentation of Primary Irrigation Lake 2 (PIL 2), the Permittee shall install backflow prevention system on District ID Nos. 81, 83, 91, 96-101, 128-135, and 138, Permittee ID Nos. 81, 83, 91, 96-101, 128-135, and 138.
Prior to augmentation of Primary Irrigation Lake 3 (PIL 3), the Permittee shall install backflow prevention system on District ID Nos. 74-77, Permittee ID Nos. 74-77.

(315)

11. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.

(331)

12. The Permittee shall provide an annual ERP report beginning April 1, 2020 with subsequent reports due thereafter on April 1 of each year. The reports shall provide an update of all Environmental Resource Permit (ERP) applications submitted to the District during the previous calendar year. The information to be provided should include a detailed description of the land and water use changes associated with the associated ERP's including: 1. the name and number of the ERP associated with the area subject to the land use change; 2. a map and description of the land use change, including the number of acres, crop type, and quantities of the existing agricultural lands versus those for the landscape/recreational use associated with the ERP; and 3. a summary of changes in withdrawal distribution for all sources. If the land use change results in a significant redistribution of groundwater quantities; the need for additional withdrawals not evaluated as part of this permit; an increase in total irrigation demand; or if the allocated quantities are no longer needed for landscape/recreation or agricultural irrigation, then an application for permit modification will be required.

(385)

13. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.

(427)

14. The Permittee shall immediately implement the District-approved water conservation plan that was submitted on May 9, 2018 in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted as part of the Permit Transition and Expansion Summary Report every ten years.

(449)

15. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID. Nos. 74-91, 96-101, and 128-138, Permittee ID Nos. 74-91, 96-101, and 128-138:

1. Crop type,
2. Irrigated acres,
3. Irrigation method (NTBWUCA only),
4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
5. If used, quantities used for crop protection.

This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(474)

16. The permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for recreation/aesthetic/golf irrigation use for each permitted irrigation withdrawal point, District ID. Nos. 74-91, 96-101, and 128-138, Permittee ID Nos. 74-91, 96-101, and 128-138:

1. Irrigated plant type,
2. Total Acres per plant type,
3. Acres shrubs and/or trees,
4. Number of acres of tees and greens, and
5. Dominant soil type or acres by dominant soil type.
This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(475)

17. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for seasonal crops for each permitted irrigation withdrawal point, District ID: Nos. 74-91, 96-101, and 128-138, Permittee ID Nos. 74-91, 96-101, and 128-138:
   1. Crop type
   2. Irrigated acres per crop for the appropriate season,
   3. Dominant soil type or acres by dominant soil type,
   4. Irrigation method (NTBWUCA only),
   5. Use or non-use of plastic mulch,
   6. Planting dates, and
   7. Season length.
This information shall be submitted by February 1 of each year documenting irrigation for the previous summer/fall seasonal crops, and by September 1 of each year documenting irrigation for the previous winter/spring crops. Strawberry irrigation information shall be submitted as a winter/spring crop.

(476)

18. The Permittee shall submit a copy of all well completion reports as filed with the Sarasota County Health Department to the Water Use Permit Bureau within 30 days of each well completion.

(508)

19. The Permittee shall submit a Permit Transition and Expansion Summary Report for the preceding 10 years by April 1, 2029 (January 2019 thru December 2028); April 1, 2039 (January 2029 thru December 2038); April 1, 2049 (January 2039 thru December 2038); April 1, 2059 (January 2049 thru December 2058); and April 1, 2069 (January 2059 thru December 2068). The report shall include the following: A. An analysis of the total water use from each source (groundwater, stormwater, and reclaimed water) on an annual average basis, in table and graphic format, for both the 10-year reporting period and since issuance of the WUP. The report shall summarize all the activities used for the expansion of alternative water supplies (AWS) employed during the reporting period, and quantify the volume of groundwater that was offset by these activities. The report shall also provide a description of conservation measures implemented during the reporting period, and any conservation measures to be implemented over the next reporting period. B. An analysis of projected demand during the next reporting period for both agricultural and landscape/recreational Use Types, on an annual average basis and with each source quantified (groundwater, stormwater, and reclaimed water). Aerial photos or scaled maps depicting both the current and projected extent of each use type at the end of the next reporting period should also be provided. Within each use type category, identifiable water uses such as residential lawn/landscape and agricultural crop type should be depicted. A map and table documenting Environmental Resource Permits received during the reporting period should also be provided.

(524)

20. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.

(568)

21. The Permittee shall prioritize the sources for landscape irrigation and maximize the use of reclaimed water and stormwater before utilizing ground water for augmentation of the irrigation lakes. The permitted quantities for the groundwater withdrawals associated with landscape irrigation may only be accessed when reclaimed water is unavailable; the quantity of reclaimed water is insufficient to meet the irrigation demand; or if the use of reclaimed water is no longer economically, technically, or environmentally feasible. If the quantity of reclaimed water available is insufficient to meet the irrigation demand, only that quantity necessary to make up the insufficiency may be accessed from the groundwater withdrawals, not to exceed the authorized groundwater allocation. Augmentation for aesthetic purposes only is strictly prohibited.

(648)

22. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the

Page 177
allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District’s authority to enforce the terms and conditions of the permit. (651)

23. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules. (652)

24. The following proposed reclaimed water inflow lines shall be metered within 90 days of completion of construction of the reclaimed water delivery system: District ID Nos. 174, 175 and 176, Permittee ID Nos. RCW-1, RCW-2 and RCW-3. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (700)

25. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 80, 84-90, 97-98, 100-101, 128-137, and 177-179, Permittee ID Nos. 80, 84-90, 97-98, 100-101, 128-137, and 177-179. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (718)

26. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meters or other measuring devices as approved by the Water Use Permit Bureau Chief: District ID Nos. 74-79, 81-83, 91, 96, 99, and 138, Permittee ID Nos. 74-79, 81-813, 91, 96, 99, and 138. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (719)

27. Water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.


Proposed District ID Nos. 80, 84-90, 97-98, 100-101, and 128-137, Permittee ID Nos. 80, 84-90, 97-98, 100-101, and 128-137, for chloride, sulfate, and TDS, on a quarterly basis (February, May, August and November). (752)

28. Within the timeframes noted below for the following proposed piezometers, the Permittee shall record water levels to North American Vertical Datum 1988 (NAVD88) and report them to the District at the frequency listed below. The piezometers shall be surveyed by a surveyor licensed in the State of Florida and referenced to NAVD88, and a certified survey indicating the datum reference shall be submitted with the first water level data report. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the Permit Information Center at the District website, (www.watermatters.org/permits/epermitting/), or mailed in hardcopy on District-provided forms to the address given in this permit for mailing data and reports on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.
District ID Nos. 180 and 181, Permittee ID Nos. MW-1 and MW-2, to monitor the elevation of the water table on a weekly basis. Water level reporting shall begin within 90 days of groundwater withdrawals associated with Primary Irrigation Lake 1 (DID Nos. 78-80, 82, 84-90, and 136-137) attaining a combined total of 550,000 gpd on an annual average basis; this quantity represents approximately one-half of the total groundwater authorization for augmentation of PIL 1.

District ID No. 182, Permittee ID No. 2, to monitor the elevation of the water table on a weekly basis. Water level reporting shall begin at least 12 months prior to the use of Primary Irrigation Lake 2.
WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.

3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.

4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
   A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
   B. Damage to crops and other vegetation causing financial harm to the owner; and
   C. Damage to the habitat of endangered or threatened species.

5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
   A. A reduction in water levels which impairs the ability of a well to produce water;
   B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
   C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.

6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.

8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.

10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.

12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee’s water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.

13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.

14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.

15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.

17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.
METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.

2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.

3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.

4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.

5. Meter accuracy testing requirements:
   A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
   B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
   C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
   D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
   E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.

6. The meter shall be installed according to the manufacturer’s instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.

7. Broken or malfunctioning meter:
   A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
   B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
   C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted...
by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
   
   A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
   
   B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
   
   C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
   
   D. For the Permittee’s convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
   
   E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

   January  Hillsborough
   February  Manatee, Pasco
   March    Polk (for odd numbered permits)*
   April    Polk (for even numbered permits)*
   May      Highlands
   June      Hardee, Charlotte
   July      None or Special Request
   August    None or Special Request
   September Desoto, Sarasota
   October   Citrus, Levy, Lake
   November  Hernando, Sumter, Marion
   December  Pinellas

   * The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements**: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

   A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
   
   B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
   
   C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
   
   D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. **Accuracy Test Report**: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

   A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.014.00 (07/08) for each flow meter tested. This form can be obtained from the District’s website (www.watermatters.org) under “ePermitting and Rules” for Water Use Permits.
B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS
The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures.
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, “Certification of Environmental Testing Laboratories.”
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).
8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief, reports of the analyses shall be submitted to the Water Use Permit Bureau, online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory's analysis form. If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date.
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.
10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Timetable</th>
</tr>
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<tbody>
<tr>
<td>Weekly</td>
<td>Same day of each week</td>
</tr>
<tr>
<td>Quarterly</td>
<td>Same week of <strong>February, May, August, November</strong></td>
</tr>
<tr>
<td>Semi-annually</td>
<td>Same week of <strong>May, November</strong></td>
</tr>
<tr>
<td>Monthly</td>
<td>Same week of each month</td>
</tr>
</tbody>
</table>
WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

Darrin W. Herbst, P.G.
Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statues and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District’s intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District’s intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.firules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District’s Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.
JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.
The undersigned (the “Landowner”) hereby requests that the West Villages Improvement District (the “District”) establish and/or designate a “Unit of Development” in accordance with Section 11 of Chapter 2004-456, Laws of Florida, as amended (the “Special Act”) for the hereinafter described real property. In furtherance thereof, the Landowner acknowledges and affirms as follows:

1. The Landowner is the fee simple owner of at least fifty-one percent (51%) of the real property described in the attached Exhibit A (the “Property”).

2. In lieu of the District levying a one-time organizational special assessment tax per acre on the Property pursuant to Section 11(5) of the Special Act, the Landowner has provided a check payable to the District in the amount of Two Thousand Five Hundred Dollars ($2,500.00). Such amounts shall be utilized by the District for defraying those costs and expenses (including legal, administrative, engineering, and legal advertising) as may be incurred by the District in initiating proceedings for the formation of the requested Unit of Development relative to the Property (hereinafter, “Unit of Development No. 7”).

3. The Landowner is aware that this Petition will be subject to a public hearing, public comment and consideration by the District’s Board of Supervisors (the “Board”).

4. The Landowner acknowledges that that the District’s creation of the requested Unit of Development No. 7 shall be subject to the provisions of the Special Act.

[Signatures on Next Page]
IN WITNESS WHEREOF, the Landowner has executed this Petition this 5th day of November, 2018.

WITNESS:

MANASOTA BEACH RANCHLANDS, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

By: Paul Erhardt, Vice President

Witness (Print Name)

STATE OF (Florida) )
COUNTY OF (Sarasota) )

The foregoing instrument was acknowledged before me this 14th day of November, 2018, by Paul Erhardt, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, for and on behalf of said entity. She [ ] is personally known to me or [ ] produced______________ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public
EXHIBIT A

Legal Description of the Property
RESOLUTION 2018-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT DESIGNATING “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 7;” SETTING A HEARING ON THE APPROVAL AND CONFIRMATION OF THE ESTABLISHMENT OF SUCH UNIT; PROVIDING FOR RECORDATION OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, Laws of Florida, as amended (the “Special Act”), and is situated in the City of North Port, Florida (the “City”) and unincorporated Sarasota County, Florida (the “County”); and

WHEREAS, Section 11 of the Special Act provides that a unit of development (“Unit”) may be established by the Board of Supervisors of the District (the “Board”) upon the receipt of a petition of the owners of fifty-one (51%) percent of the acreage to be included within the Unit; and

WHEREAS, the Board has received a petition from the fee simple owners of at least fifty-one (51%) percent of the real property geographically depicted in the attached Exhibit A (the “Property”), requesting the establishment of a Unit to be identified as the “West Villages Unit of Development No. 7” which encompasses the lands comprising the Property, a copy of which is attached hereto as Exhibit B (the “Petition”); and

WHEREAS, the Property lies within the jurisdictional boundaries of the District; and

WHEREAS, the Board desires to designate the lands comprising the Property as the “West Villages Improvement District Unit of Development No. 7, and to set a hearing on its intent to establish same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT:
SECTION 1. DESIGNATION OF UNIT OF DEVELOPMENT. The Board hereby designates the establishment of the “West Villages Improvement District Unit of Development No. 7” for the purpose of exercising some or all of the powers granted to the District pursuant to the Special Act and any other provisions of Florida law. The location and area of the “West Villages Unit of Development No. 7” shall be as described in the attached Exhibit A, which shall be supplemented upon the receipt by the District of a metes and bounds legal description describing such area.

SECTION 2. HEARING ON INTENT TO ESTABLISH UNIT.

A. The Board hereby declares that a hearing shall be held at 11:00 A.M., on December 13, 2018, at the City of North Port City Hall, 4970 City Hall Boulevard, North Port, Florida 34286 for the purpose of reviewing written objections of landowners within the District, if any, regarding the District’s intent to establish the “West Villages Unit of Development No. 7.” Affected parties may appear at that hearing or submit their comments in writing to the office of the District Manager, located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410.

B. The District Manager is hereby authorized and directed to provide notice of the hearing once a week for two (2) consecutive weeks in a newspaper(s) of general circulation that the City and County utilize to publish notice of their respective public meetings. The notice shall briefly describe the Unit and the lands embraced therein, giving the name, number, or other designation thereof, and requiring all owners of lands in the District to show cause, in writing, as to why the division of the District into the Unit should not be approved, and why the proceedings and powers authorized by the Special Act should not be had, taken, and exercised. Two (2) weeks’ written notice shall also be given to the City Manager or the County Administrator, or their designees, depending on the geographical location of the Unit.

SECTION 3. RECORDATION OF UNIT DESIGNATION RESOLUTION. A copy of this Resolution shall be recorded in the Public Records of Sarasota County, Florida upon its adoption.

SECTION 4. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[Continued on Next Page]
PASSED AND ADOPTED, this 15th day of November, 2018.

ATTEST: WEST VILLAGES
       IMPROVEMENT DISTRICT

____________________________  _______________________________
Secretary     Chairman, Board of Supervisors

Exhibit A: Geographic Depiction of Proposed Unit No. 7 Boundary
Exhibit B: Unit Establishment Petition
Exhibit A

Geographic Depiction of Proposed Unit No. 7 Boundary
Exhibit B

Unit Establishment Petition
October 29, 2018

Via: E-Mail (marty.black@mattamycorp.com)

West Villages Improvement District
c/o Special District Services, Inc.
2501 A Burns Road
Palm Beach Gardens, FL 33410

Attn: Mr. Martin P. Black, AICP, ICMA-CM
Chairman

Reference: Work Authorization No. 41
Services Associated with West Villages Improvement District
Unit 7– Bond Validation and Phase 7A Bond Issuance

Dear Mr. Black:

Enclosed is WA-41 for services for the above referenced project. These services are further described in Exhibit A, will be on a Time and Material basis with a budget of $25,000.00 and will not be exceeded without further Board authorization.

Should you have any questions regarding this matter, please contact our office.

Sincerely,

Stantec Consulting Services, Inc.

Michael A. Kennedy, P.E.
District Engineer
Tel: (941) 907-6900
Fax: (941) 907-6910
E-Mail: mike.kennedy@stantec.com

Kristopher A. Wilhoit, P.E.
Deputy District Engineer
Tel: (941) 907-6900
Fax: (941) 907-6910
E-Mail: kris.wilhoit@stantec.com

Enclosures
Work Authorization No. 41
Services Associated with West Villages Improvement District
Unit 7—Bond Validation and Phase 7A Bond Issuance

Further Description of Basic Engineering Services and Related Matters:

1. This is a Work Authorization attached to and made a part of the General Provisions attached to Agreement made on May 26, 2015, between The West Villages Improvement District and Stantec Consulting Services Inc. (Engineer), providing for professional services. The Basic Services of Engineer as described in Section 1 of said General Provisions are amended or supplemented as indicated below.

2. Scope and Fee

   See attached Exhibit A.

Accepted this __________ day of ______________________, 2018.

Mr. Martin P. Black, AICP, ICMA-CM
Chairman
West Villages Improvement District
c/o Special District Services, Inc.,
2501 A Burns Road
Palm Beach Gardens, Fl. 33410
EXHIBIT A

1.0 SCOPE

Task 210 - Unit 7—Bond Validation and Phase 7A Bond Issuance

Preparation of Engineer's Report for Bond Validation and Bond Issuance, participation in various meetings as required, attendance at bond validation hearing, and other items as directed by the Board in this endeavor.

2.0 FEES

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<th>Service</th>
<th>Fee Type</th>
<th>Fee Amount</th>
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<td>210</td>
<td>Unit 7 Establishment and Bond Validation/ Issuance</td>
<td>T/M*</td>
<td>$ 25,000</td>
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* Time and Material (T/M) estimates are not to be exceeded without further Board authorization.
SCHEDULE OF FEES
Effective January 1, 2019

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<td>4 Person Field Crew</td>
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Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +15%.
November 6, 2018

Mr. Marty Black
West Villages Improvement District
2501A Burns Road
Palm Beach Gardens, FL 33410

Re: Professional Services for Preliminary Engineering for the West Villages Improvement District Water Treatment Plant Work Authorization #4

Dear Mr. Black:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Engineer") is pleased to submit this letter agreement (the "Work Authorization") to West Villages Improvement District ("the District") to provide professional engineering services for the above referenced project pursuant to our current agreement dated April 12, 2018 ("Engineering Agreement"). Our project understanding, scope of services, and fees are below.

Project Understanding

Kimley-Horn proposes to provide preliminary design services for the future WVID Water Treatment Plant (WTP). It is anticipated that the future WTP for the WVID will likely consist of the following components, listed in order of processing: Raw water wells (offsite), Membrane treatment system, odor control with scrubber, transfer pump station, ground storage tanks, disinfection system and a high service pumping station. Additionally, there will be the main process building and concentrate disposal system.

The City of North Port currently has four (4) potential wells within the WVID that are intended to provide the raw water supply for the WTP. These wells were constructed over 10 years ago and the existing condition, water quality and actual quantities are unknown. It is assumed that the condition of these wells, water quality parameters and flow rates will be provided by others. The raw water supply will be evaluated based on the current permitted capacity of the wells and the long term needs of the District. This evaluation will be based on the District’s agreement with the City of North Port with regard to the overall water needs.

Kimley-Horn will provide preliminary engineering services to evaluate the water quality and flow rate data, as provided by others, to establish the components necessary for the WTP. Kimley-Horn will also perform a site analysis on two (2) sites, as provided by the WVID, to evaluate the best location for the WTP within the WVID. The preliminary engineering services will consist of the following;

Scope of Services

Task 1 – Kick-Off Meeting and Project Coordination

A. Kick-Off Meeting – The Engineer will prepare for and attend a kick-off meeting with the District’s staff to review project scope, budget and schedule.

B. Coordination Meetings – The Engineer will attend up to three (3) coordination meetings between the District and the other design engineers that are currently underway with either construction or design of the remaining portions of water main.
C. Kimley-Horn will coordinate with the District's consultants to obtain and review the data collected.

D. Data Collection - The Engineer will collect and review available data. The District will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding proposed corridors, such as existing property and topographic surveys, plats, zoning maps and the location and extent of utility easements along the proposed pipeline corridor. It is assumed that the District will provide the construction drawings associated with the other portions of the property that are currently underway.

Task 2 – Water Quality and Site Analysis

Kimley-Horn will collect and review the data provided by others to establish the level of treatment and plant components necessary for the WTP.

A. Review Water Quality Data – Kimley-Horn will review and collect the water quality data as provided by others.

B. Kimley-Horn will format and analyze the data to determine the existing raw water quality parameters and the quantity of raw water available from the existing wells. It is assumed that the collected data will demonstrate that the existing raw water supply wells can provide the raw water supply for the first phase of the WTP (1 MGD).

C. Using the data collected Kimley-Horn will perform the following:

   a. Evaluate and select the general treatment configuration for the proposed WTP.

      i. Identify specific capacity and type of membrane treatment system required.

      ii. Identify the associated membrane components necessary for the specific raw water required: sand separators, high pressure pumps, cleaning system, etc.

      iii. Identify the concentrate disposal options and potential operational options.

      iv. Identify the needed sulfide removal options, if needed, and select an option for removal based on capital and operational considerations.

      v. Coordinate storage and distribution pumping needs with the overall master planning efforts for the District.

   b. Prepare a Phasing Plan to determine the necessary sizes of the individual components for the ultimate build out capacity.

   c. Prepare a Site Plan to show the layout of the components on the proposed site including access, site grading, and preliminary stormwater design.

D. Kimley-Horn will meet with the District and others to identify up to two (2) potential WTP site locations and evaluate each site for cost, accessibility and constructability.

Task 3 – Technical Memorandum

A. The result of the water quality analysis and site analysis will be summarized in a technical memorandum and provided to WVID for review.

B. The technical memorandum will include a conceptual site plan, water treatment alternatives, and
an opinion of probable construction cost for each site.

C. Kimley-Horn will provide WVID a draft copy of the technical memorandum for review and comments.

D. Kimley-Horn will revise and update the technical memorandum with the WVID comments once obtained and provide two bound hard copies of the report along with an electronic copy in PDF format.

Additional Services If Required

Services requested that are not specifically described above may be provided as a contract amendment.

- Environmental site assessment
- Hydrogeological assessment
- Geotechnical Services
- Surveying Services

Method of Compensation

Kimley-Horn will complete the above scope of services for a lump sum fee of $62,000 exclusive of expenses.

Any direct reimbursable expenses shall be included in the Scope of Work. In addition, the District agrees to pay for all fees, permitting costs, and expenses necessary for the Project that are payable to governmental entities.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____________________________

_____ Please copy _____________________________
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Work Authorization in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed Work Authorization. Fees and times stated in this Work Authorization are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Ashley M. Miele, P.E.
Project Engineer

Thomas M. Stovall, P.E.
Senior Vice President

WEST VILLAGES IMPROVEMENT DISTRICT

By: __________________________________________, Chairman, Board of Supervisors

(Date)

(Print or Type Name)

(Email Address)

Attest: _____________________________________, Secretary/Assistant Secretary

Please Type/Print Name

Affix Corporate Seal: