



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
LANDOWNERS' MEETING
&
REGULAR BOARD MEETING
JUNE 9, 2022
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

AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Public Safety Building Training Room
19955 Preto Blvd., Venice, Florida 34293
<https://us02web.zoom.us/j/87509654850>
Code: 11036 Meeting ID: 875 0965 4850
Dial In:1-929-436-2866
LANDOWNERS' MEETING
June 9, 2022
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Election of Chair for Landowners Meeting
- E. Election of Secretary for Landowners' Meeting
- F. Approval of Minutes
 - 1. June 10, 2021 Landowners' Meeting Minutes.....Page 2
- G. Other Business
 - 1. Receive Engineer's Report
 - Review of 2022 Urban Area Map.....Page 5
- H. Landowners' Comments
- I. Adjourn

Miscellaneous Notices



Published in Sarasota Herald-Tribune on May 26, 2022

Location

Sarasota County, Florida

Notice Text

NOTICE OF LANDOWNERS MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners within West Villages Improvement District (District) the location of which is located in the City of North Port and Sarasota County, Florida, advising that a meeting of landowners will be held for the purpose of receiving annual reports and taking such action with respect thereto as the landowners may determine and to transact any such other business as may properly come before the Board. Immediately following the landowners meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include any such business which may properly come before the Board.

DATE: June 9, 2022

TIME: 11:00 a.m.

PLACE: 19955 Preto Blvd

Venice, FL 34293

In the Training Room

Venice, Florida 34293

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at:

<https://us02web.zoom.us/j/87509654850> and entering the meeting ID of 875 0965 4850, Passcode 11036, or by dialing in telephonically at 1-929-436-2866 and entering the conference identification number 875 0965 4850, passcode 11036.

In the event that the COVID-19 public health emergency prevents the hearing from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Additional information regarding this public hearing may be obtained by contacting the District Manager, William Crosley, at wcrosley@sdsinc.org or by calling (941) 244-2805.

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

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

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

William Crosley

District Manager

WEST VILLAGES IMPROVEMENT DISTRICT

www.westvillagesid.org

PUB: May 26 & June 2, 2022 SAR7325832

**WEST VILLAGES IMPROVEMENT DISTRICT
LANDOWNERS' MEETING
JUNE 10, 2021**

A. CALL TO ORDER

The June 10, 2021, Landowners' Meeting of the West Villages Improvement District ("WVID" or the "District") was called to order at 11:00 a.m. at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293 and via Zoom: <https://us02web.zoom.us/j/87509654850>, Meeting ID: 875 0965 4580, Dial In: 1-929-436-2866.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed that notice of the Landowners' Meeting had been published in the *Sarasota Herald-Tribune* on May 14, 2021, and May 21, 2021, 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:

Supervisor	John Luczynski	Present
Supervisor	Steve Lewis	Present
Supervisor	Tom Buckley (via phone)	Present
Supervisor	Christine Masney	Present
Supervisor	Victor Dobrin	Present

Staff members in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	William Crosley	Special District Services, Inc.
District Counsel	Jonathan Johnson (via phone)	Hopping, Green & Sams
District Engineer	Richard Ellis (via phone)	Dewberry
Operations' Manager	Mike Smith	Special District Services, Inc

D. ELECTION OF CHAIR FOR LANDOWNERS' MEETING

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously electing John Luczynski as Chair of the Landowners' Meeting.

E. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously electing William Crosley as Secretary of the Landowners' Meeting.

F. APPROVAL OF MINUTES

1. June 11, 2020, Landowners' Meeting

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the minutes of the June 11, 2020, Landowners' Meeting, as presented.

G. APPOINTMENT OF SUPERVISORS

There were only two Notices of Intent to Run received from John Luczynski and Tom Buckley. Therefore there was no need to hold an election.

H. OTHER BUSINESS

1. Receive Engineer's Report

- **Urbanization Calculation Threshold**

Urbanization is defined as a platted and inhabited residential lot that is occupied, which drives the calculation to determine when the next Board seat would be converted over to the general election. Land area that is not inhabited, such as preserves, wetlands, stormwater ponds, roadways, medians, commercial property, platted lots, golf courses, parks, stadiums, etc. without a certificate of occupancy are not included in the calculation. This year's calculation is significantly overstated because it includes the land area overall that is depicted in the Urban Area Map, without removing all of the areas mentioned above that do not calculate as urban areas. This was done as a cost savings for the District to allow for confirmation that the threshold was not met. The calculation threshold will be done with more granularity when the overall developed land increases over 26%.

There was a question and further discussion. The District Engineer will provide the methodology for how the calculation is derived, once the next urbanization calculation threshold is submitted to the Board. The next Board seat will convert over to the general election when 26% of the total area of the District is urbanized, or there are more than 6,000 owners who are registered to vote in Sarasota County.

I. LANDOWNER COMMENTS

There were no comments from the landowners.

J. ADJOURNMENT

There being no further business to conduct, a **MOTION** was made by Mr. Lewis, seconded by Mr. Dobrin to adjourn the Landowners' Meeting at 11:40 a.m. That **MOTION** carried unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

MEMORANDUM

DATE: June 1, 2022

TO: West Villages Improvement District Board of Supervisors

FROM: Richard Ellis, P.E. District Engineer

SUBJECT: Population/ Development Threshold Calculation for Second Resident Board Seat

Message

Florida Statute [189.041](#) establishes the criteria for urban areas as “a contiguous developed and inhabited urban area within a district with a minimum average resident population density of at least 1.5 persons per acre as defined by the latest official census, special census, or population estimate or a minimum density of one single-family home per 2.5 acres with access to improved roads or a minimum density of one single-family home per 5 acres within a recorded plat subdivision. Urban areas shall be designated by the governing board of the district and with the assistance of all local general-purpose governments having jurisdiction over the area within the district.”

The purpose of the Urban Area Map is to establish the percentage of urban area within the district as compared with the total area within the district. “If urban areas constitute 25 percent or less of the District, one governing board member shall be elected by the qualified electors and four governing board members shall be elected in accordance with the one-acre/one-vote principle contained within s. [298.11](#) or the district-enabling legislation.” The number of governing board members elected by the qualified electors increases to two if 26 percent to 50 percent of the district meets the urban area definition. Three governing board members would be elected by the qualified electors for urban areas constituting 51 percent to 70 percent of the district, four members elected for urban areas constituting 71 percent to 90 percent of the district and if urban areas constitute 91 percent or more of the district, all governing board members shall be elected by the qualified electors.

In developing the Urban Area Map for the West Village Improvement District (WVID), each of the three criteria contained in the definition of an urban area was evaluated. An important element of the statute is that “Contiguous developed urban area means any reasonably compact urban area located entirely within a special district. The separation of urban areas by a publicly owned park, right-of-way, highway, road, railroad, canal, utility, body of water, watercourse, or other minor geographical division of a similar nature shall not prevent such areas from being defined as urban areas.”

As part of the process to monitor the requirement for a second resident seat on the Board, we have collected the required information in order to make a current analysis. Enclosed is the Urban Area Map, which indicates contiguous developed and inhabited area within the WVID.

Test One: Minimum average resident population density of at least 1.5 persons per acre as defined by the latest official census, special census, or population estimate.

Test Two: A minimum density of one single-family home per 2.5 acres with access to improved roads.

Test Three: A minimum density of one single-family home per 5 acres within a recorded plat subdivision.

The predominant factor is Test 3, which evaluated minimum density of one single-family home per 5 acres within a recorded plat subdivision and resulted in the largest area to be included as urban area. As of April 2022, 818.60 acres, or 6.58%, of WVID is considered to be urban area.

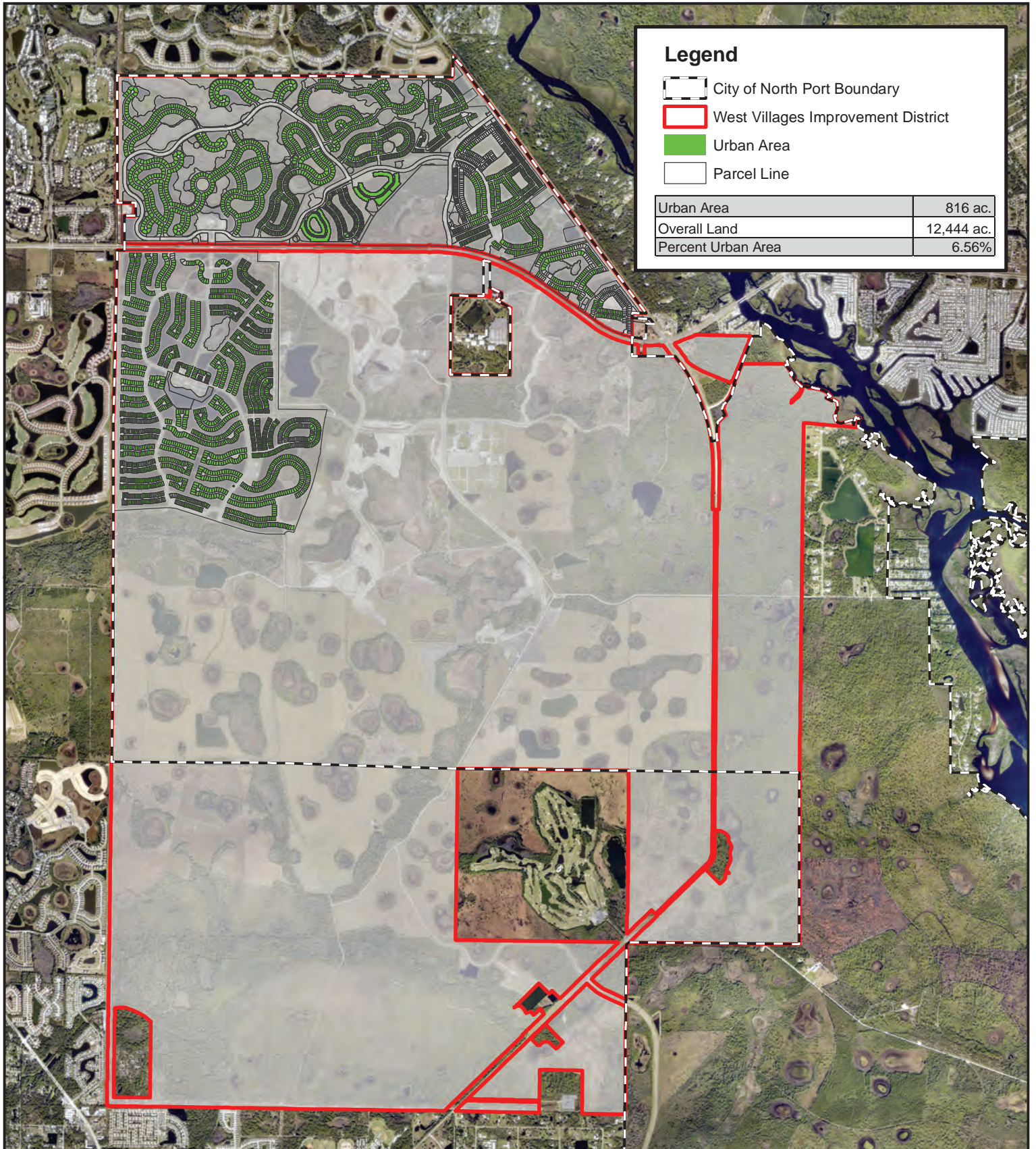
The amount of urban area established this year is significantly lower than last year. In previous years, areas of ponds, wetlands, roads, and open space were incorrectly included as urban area if they were located within a recorded subdivision plat. A closer review of the statute determined that uninhabited areas such as ponds, wetlands, roads, and other open spaces should not have been included as urban areas since a requirement of the statute is that an urban area be inhabited. "The plain meaning of the word 'inhabit' is to live in or occupy a place or environment. Clearly, non-residential properties cannot be determined to be both developed and inhabited pursuant to section 189.041, F.S."

This year's evaluation only included lots with a Certificate of Occupancy (CO) within a recorded subdivision as being urban area. The Operations Manager and District Engineer performed a field review of subdivisions with homebuilding occurring to best approximate which lots in these communities had a CO.

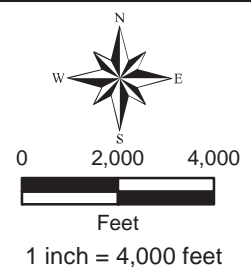
Please let me know if you have any questions.

Attachments

1. Urban Area Map



Urban Area Map West Villages Improvement District



AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Public Safety Building Training Room
19955 Preto Blvd., Venice, Florida 34293
<https://us02web.zoom.us/j/87509654850>
Code: 11036 Meeting ID: 875 0965 4850
Dial In: 1-929-436-2866
REGULAR BOARD MEETING
June 9, 2022
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 9
- C. Establish Quorum
- D. Additions or Deletions
- E. Comments from the Public on All Agenda Items
- F. Approval of Minutes
 - 1. May 19, 2022 Regular Board Meeting Minutes.....Page 12
- G. General District Matters
 - 1. Consider Resolution No. 2022-08 – Approving Proposed Budgets for Fiscal Year 2022/2023; Declaring Special Assessments to Fund the Proposed Budgets.....Page 28
 - 2. Consider Approval of Change Order No. 1 Under Work Authorization No. 51 Miscellaneous Engineering Services.....Page 32
- H. Unit of Development No. 1
 - 1. Consider Resolution No. 2022-09 – Awarding US 41 Project.....Page 35
- I. Unit of Development No. 9
 - 1. **Public Hearing on Establishment of Unit of Development No. 9**
 - a. Proof of Publication.....Page 37
 - b. Receive Public Comments on Confirming Unit of Development No. 9
 - c. Consider Resolution No. 2022-10 – Confirming Unit of Development No. 9.....Page 40
 - 2. Consider Resolution No. 2022- 11 – Adopting Bond Validation Resolution.....Page 45
- J. Administrative Matters
 - 1. District Engineer
 - 2. District Attorney
 - 3. District Operations Manager
 - 4. District Manager
- K. Board Member Comments
- L. Adjourn



Miscellaneous Notices

Published in Sarasota Herald-Tribune on May 31, 2022

Location

Sarasota County, Florida

Notice Text

NOTICE OF PUBLIC HEARING TO CONSIDER DESIGNATION OF UNIT OF DEVELOPMENT NO. 9 OF THE WEST VILLAGES IMPROVEMENT DISTRICT

NOTICE OF MEETING OF THE WEST VILLAGES IMPROVEMENT DISTRICT

The Board of Supervisors (the Board) of the West Villages Improvement District (the District) will hold a public hearing on June 9th, 2022, at 11:00 A.M., via Zoom communications media technology and in person at the Public Safety Building Training Room located at 19955 Preto Blvd., Venice, Florida 34293. Attendance via Zoom is strongly encouraged in lieu of in-person attendance.

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at

<https://us02web.zoom.us/j/87509654850>>

<https://us02web.zoom.us/j/87509654850> and entering the meeting ID of 875 0965 4850, Passcode 11036, or by dialing in telephonically at 1-929-436-2866 and entering the conference identification number 875 0965 4850, passcode 11036.

The public hearing will be held for the purposes of considering written objections to the confirmation of the designation of certain real property within the District as the West Villages Improvement District, Unit of Development No. 9 (Unit No. 9). The lands proposed to be embraced within such unit are included below (the Property). The public hearing is being conducted pursuant to Chapter 2004-456, Laws of Florida, as amended.

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for the lands within the District. The Property is located within the jurisdictional boundary of the District. Pursuant to Resolution 2022-07, adopted by the Board at its May 19th, 2022 meeting, the Property has been designated as Unit No. 9. Landowners within the District are accordingly requested to show cause, in writing, as to: (i) why such designation of these lands by the District should not be approved; and (ii) why the proceedings and powers authorized by the Act should not be had, taken and exercised. At the public hearing, the Board shall hear all such written objections or causes of objection. Thereafter, the Board may adopt a resolution confirming the designation of Unit No. 9, and may proceed with the development of the District pursuant to the terms of such resolution and in accordance with the Act.

At the same date, time, and location, the Board also will hold a public meeting to consider business that may lawfully be considered by the District. A copy of the agenda may be obtained by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours. The meeting and public hearing is open to the public and will be conducted in accordance with the provisions of Florida law.

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meeting or hearing because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings

is made, which includes the testimony and evidence upon which such appeal is to be based.

DESCRIPTION: VILLAGE K

A part of Sections 9 and 10, Township 40 South, Range 20 East, City of North Port, County of Sarasota, Florida, described as follows:

BEGIN at the Southwest corner of Section 9, Township 40 South, Range 20 East, City of North Port, Sarasota County, Florida; thence S.89 20'16" E., along the South line of the Southwest Quarter of said Section 9, a distance of 2642.30, to the South Quarter Corner of said Section 9; thence S.89 21'03" E., along the South line of the Southeast Quarter of said Section 9, a distance of 2642.80 feet to the Southwest corner of Section 10, Township 40 South, Range 20 East; thence S.89 23'23" E., along the South line of the Southwest Quarter of said Section 10, a distance of 2433.76 feet to a point on the West Right of Way Line of South River Road, (County Road #777), per Official Records Instrument No. 2008060371, recorded in the Public Records of Sarasota County, Florida; thence N.00 28'30" E., along said West Right of Way Line of River Road, a distance of 5348.64 feet; thence N.89 17'37" W., a distance of 1071.16 feet to the beginning of a curve to the left, having: a radius of 2135.00 feet, and a central angle of 35 51'31", a chord bearing of S.72 46'38" W., and a chord length of 1314.49 feet; thence along the arc of said curve, an arc length of 1336.19 feet; thence S.54 50'52" W., a distance of 1236.70 feet the beginning of a non-tangent curve to the left, having: a radius of 153.00 feet, and a central angle of 47 21'26", a chord bearing of S.15 04'13" W., and a chord length of 122.89 feet; thence along the arc of said curve, an arc length of 126.46 feet; thence S.09 21'26" E., a distance of 100.95 feet to the beginning of a non-tangent curve to the left, having: a radius of 485.00 feet, and a central angle of 06 02'56", a chord bearing of S.12 43'49" E., and a chord length of 51.18 feet; thence along the arc of said curve, an arc length of 51.20 feet, to the beginning of a reverse curve to the right, having: a radius of 95.00 feet, and a central angle of 98 47'50", a chord bearing of S.33 38'38" W., and a chord length of 144.26 feet; thence along the arc of said curve, an arc length of 163.81 feet; thence S.83 02'33" W., a distance of 124.30 feet to the beginning of a curve to the left, having: a radius of 65.00 feet, and a central angle of 52 00'45", a chord bearing of S.57 02'11" W., and a chord length of 57.00 feet; thence along the arc of said curve, an arc length of 59.01 feet; thence S.31 01'48" W., a distance of 87.29 feet to the beginning of a curve to the right having: a radius of 95.00 feet, and a central angle of 104 42'51", a chord bearing of S.83 23'14" W., and a chord length of 150.45 feet; thence along the arc of said curve, an arc length of 173.62 feet; thence N.44 15'21" W., a distance of 23.73 feet to the beginning of a curve to the left, having: a radius of 183.00 feet, and a central angle of 66 11'02", a chord bearing of N.77 20'52" W., and a chord length of 199.83 feet; thence along the arc of said curve, an arc length of 211.39 feet; thence S.54 50'52" W., a distance of 606.21 feet to the beginning of a curve to the right, having: a radius of 1165.00 feet, and a central angle of 56 04'48", a chord bearing of S.82 53'17" W., and a chord length of 1095.31 feet; thence along the arc of said curve, an arc length of 1140.28 feet; thence N.74 02'32" W., a distance of 149.78 feet to the beginning of a non-tangent curve to the left, having: a radius of 85.00 feet, and a central angle of 39 46'27", a chord bearing of S.86 07'30" W., and a chord length of 57.83 feet; thence along the arc of said curve, an arc length of 59.01 feet; thence S.30 34'52" W., a distance of 945.90 feet to the beginning of a curve to the left, having: a radius of 2135.00 feet, and a central angle of 19 50'26", a chord bearing of S.20 39'39" W., and a chord length of 735.63 feet; thence along the arc of said curve, an arc length of 739.32 feet, to the beginning of a reverse curve to the right, having: a radius of 2265.00 feet, and a central angle of 05 25'28", a chord bearing of S.13 27'10" W., and a chord length of 214.36 feet; thence along the arc of said curve, an arc length of 214.44 feet; thence S.73 50'06" E., a distance of 79.04 feet to the beginning of a curve to the right, having: a radius of 67.00 feet, and a central angle of 49 47'43", a chord bearing of S.48 56'15" E., and a chord length of 56.41 feet; thence along the arc of said curve, an arc length of 58.23 feet; thence S.24 02'24" E., a distance of 52.17 feet to the beginning of a curve to the left, having: a radius of 53.00 feet, and a central angle of 20 57'59", a chord bearing of S.34 31'23" E., and a chord length of 19.29 feet; thence along the arc of said curve, an arc length of 19.39 feet; thence S.45 00'23" E., a distance of 85.92 feet to the beginning of a curve to the left having: a radius of 53.00 feet, and a central angle of 18 04'21", a chord bearing of S.54 02'33" E., and a chord length of 16.65 feet; thence along the arc of said curve, an arc length of 16.72 feet; thence S.63 04'43" E., a distance of 9.91 feet to the beginning of a curve to the right, having: a radius of 107.00 feet, and a central angle of 80 38'56", a chord bearing of S.22 45'15" E., and a chord length of 138.48 feet; thence along the arc of said curve, an arc length of 150.61 feet; thence S.17 34'13" W., a distance of 51.16 feet to the beginning of a curve to the right, having: a radius of 1007.00 feet, and a central angle of 10 01'39", a chord bearing of S.22 35'02" W., and a chord length of 176.01 feet; thence along the arc of said curve, an arc length of 176.24 feet, to the beginning of a reverse curve to the left, having: a radius of 103.00 feet, and a central angle of 67 04'13", a chord bearing of S.05 56'15" E., and a chord length of 113.80 feet; thence along the arc of said curve, an arc length of 120.57 feet, to the beginning of a reverse curve to the right, having: a radius of 47.00 feet, and a central angle of 106 27'33", a chord bearing of S.13 45'25" W., and a chord length of 75.30 feet; thence along the arc of said curve, an arc length of 87.33 feet, to the beginning of a reverse curve to

the left, having: a radius of 493.00 feet, and a central angle of 33 28'23", a chord bearing of S.50 15'00" W., and a chord length of 283.94 feet; thence along the arc of said curve, an arc length of 288.02 feet, to the beginning of a reverse curve to the right, having: a radius of 107.00 feet, and a central angle of 95 38'30", a chord bearing of S.81 20'04" W., and a chord length of 158.58 feet; thence along the arc of said curve, an arc length of 178.61 feet; thence N.50 50'41" W., a distance of 154.43 feet; thence N.52 07'14" W., a distance of 115.22 feet to the beginning of a non-tangent curve to the right, having: a radius of 2265.00 feet, and a central angle of 14 52'19", a chord bearing of S.45 18'55" W., and a chord length of 586.26 feet; thence along the arc of said curve, an arc length of 587.91 feet, to the beginning of a reverse curve to the left, having: a radius of 2135.00 feet, and a central angle of 14 29'30", a chord bearing of S.45 30'20" W., and a chord length of 538.56 feet; thence along the arc of said curve, an arc length of 540.00 feet to the POINT OF BEGINNING.

Parcel contains 27689375 square feet, 635.6606 acres, more or less.

WEST VILLAGES

IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 05/24/22 & 05/31/22; #7312530

**WEST VILLAGES IMPROVEMENT DISTRICT
SPECIAL BOARD MEETING
MAY 19, 2022**

A. CALL TO ORDER

The May 19, 2022, Special Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:09 a.m. at 19503 S. West Villages Parkway, in a Meeting Room across from #A14, Venice, Florida 34293 and via Zoom: <https://us02web.zoom.us/j/87509654850>, Meeting ID: 875 0965 4850, Dial In: 1-929-436-2866.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on May 10, 2022, 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:

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Victor Dobrin	Present in person
Supervisor	Christine Masney	Present in person

Staff members in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	William Crosley	Special District Services, Inc.
District Counsel	Lindsay Whelan (via Zoom)	Kutak Rock LLP
District Engineer	Richard Ellis (via Zoom)	Dewberry

Also present were the following: Phil Stokes, John Meisel, Kevin Shaughnessy and Rich Bando.

D. ADDITIONS OR DELETIONS TO AGENDA

Item G2 was removed from the agenda.

Supervisor Dobrin requested of a Unit of Development #3 discussion regarding irrigation.

E. COMMENTS FROM THE PUBLIC

Mr. Meisel requested the District meet with Gran Paradiso residents regarding irrigation and production of appropriate documents, specifically the basis of the District’s ability to charge a well availability fee as well as the average allocation of irrigation water of 593,200 gallons per day.

F. APPROVAL OF MINUTES

1. April 14, 2022, Regular Board Meeting

Supervisor Dobrin stated in regard to agenda Item G2, he dissented on his vote due to the fact that no other supplier of service had been demonstrated to be competitive and his ability to find information about the supplier of street lighting materials during his search for information. He also noted that there was no one at the meeting who could speak on the supplier that was chosen to provide the service.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney approving the minutes of the April 14, 2022, Regular Board Meeting, as amended. The **motion** passed 4 to 0 with Chairman Luczynski abstaining from the vote, as he was not present at the April 14, 2022, Regular Board Meeting.

G. GENERAL DISTRICT MATTERS

1. Present Pre-Qualified Contractor List Committee Recommendations

Mr. Ellis presented the Pre-Qualified Contractor Selection Committee recommendations to the Board and explained the criteria that was used to make said recommendations. Mr. Ellis also explained that these recommendations, if approved, will allow the District to send requests for future bid proposals to each of the contractors who would qualified for that specific type of work.

A **MOTION** was made by Supervisor Lewis, seconded by Supervisor Buckley and passed unanimously approving the Committee's recommendations, as follows:

Selection Committee's recommendations for pre-qualified contractors:

Ajax Paving Industries of Florida LLC:

- i) excavation/earthwork, ii) roadways, iii) stormwater management, and iv) water and sewer facilities construction
- Bonding limit: \$500,000,000

Brightview Landscape Services Inc.:

- i) irrigation facilities and ii) landscape installation construction; and iii) landscape and irrigation maintenance
- Bonding limit: \$5,000,000

The Demoya Group, Inc.:

- i) excavation/earthwork, ii) roadways, iii) stormwater management, and iv) water and sewer facilities construction
- Bonding limit: \$3,000,000

Frederick Derr & Company Inc.:

- i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, and v) irrigation facilities construction

- Bonding limit: \$40,000,000

Hoover Pumping Systems Corporation:

- i) irrigation facilities construction and ii) landscape and irrigation maintenance
- Bonding limit: \$2,000,000

Juniper Landscaping of Florida, LLC:

- i) irrigation facilities and ii) landscape installation construction; and ii) landscape and irrigation maintenance
- Bonding limit: \$25,000,000

Woodruff & Sons, Inc.:

- i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, v) hardscape facilities, and vi) street lighting construction
- Bonding limit: \$200,000,000

Shipp's Excavating Inc.:

- i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, and v) irrigation facilities construction; and vi) canal/drainage maintenance
- Bonding limit: \$2,000,000

Not approved as prequalified contractors:

Black & Veatch Inc.

Sunny Grove Landscaping & Nursery, Inc.

2. Discussion Regarding Proposed Budgets for Fiscal Year 2022/2023

This item was removed from the agenda.

H. UNIT OF DEVELOPMENT NO. 3

This item was added to the agenda at Supervisor Dobrin's request. Supervisor Dobrin is requesting a meeting with District staff and the Gran Paradiso POA regarding irrigation and irrigation water allocations. There was discussion amongst the Board Members regarding this matter. Chairman Luczynski asked for the District Engineer to do a deep dive, forensically, on where bond dollars were spent in Unit of Development #3 for irrigation.

I. UNIT OF DEVELOPMENT NO. 6

1. Consider Resolution No. 2022-07 – Designating Unit of Development No. 9 and Setting a Public Hearing

Resolution No. 2022-07 was presented, entitled:

RESOLUTION 2022-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE WEST VILLAGES IMPROVEMENT DISTRICT
DESIGNATING "WEST VILLAGES IMPROVEMENT**

DISTRICT UNIT OF DEVELOPMENT NO. 9;" 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.

Ms. Whelan presented Resolution No. 2022-07, explain that 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. The Board has received a petition from the fee simple owners of at least fifty-one (51%) percent of the real property which lies within the jurisdictional boundaries of the District.

A **MOTION** was made by Supervisor Buckley, seconded by Supervisor Dobrin and passed unanimously adopting Resolution No. 2022-07, as presented, setting the Public Hearing for June 9, 2022.

J. ADMINISTRATIVE MATTERS

1. District Engineer

There was no report from the District Engineer. Chairman Luczynski asked if there had been any progress or update on the work being conducted with the City of North Port regarding the new updated FEMA maps. The City had acknowledged that they had all of the information they needed from the District, but no update was provided.

2. District Attorney

Ms. Whelan advised that the District's boundary amendment had not yet been signed, but it was anticipated that the approval would be forthcoming.

In addition, Mr. Whelan requested permission from the Board for District staff to reach out for Request for Proposals to those contractors who were just pre-qualified by the Board and could provide that specific work related to bids for the US 41 Improvements. All costs associated to this project will be an expense of the developer, at no expense to the District.

A **MOTION** was made by Supervisor Masney, seconded by Supervisor Lewis and passed unanimously approving District staff to proceed with RFPs, as presented.

3. District Operations' Manager

The District Operations' Manager had no updates at this time.

4. District Manager

a. Announce New Meeting Location

The June meeting will be held at the new Public Safety Complex located at 19955 Preto Boulevard, Venice, Florida 34293 at 11:00 a.m. This will be the new meeting location until further notice.

The next meeting is schedule for June 9, 2022.

K. BOARD MEMBER COMMENTS

Supervisor Dobrin thanked the Chairman and District Staff for engaging with FDOT regarding the River Road expansion project, as he felt that communication was going in the right direction. Supervisor Dobrin also brought up the traffic speeds on District owned roads and wanted know if speeds are consistent throughout the District roads. Mr. Ellis advised that speeds were dictated by the City of North Port through the approval process for road permitting. Supervisor Dobrin also stated he received an email from a resident about the sidewalk in front of Gran Paradiso, specifically regarding landscape debris along the sidewalk and a crack in the sidewalk. The District Operations' Manager will take a look at the areas to see if any maintenance is needed.

Chairman Luczynski read aloud an email form Robert Roehrig. He also provided the responses from Operations' Manager Mike Smith to those questions raised by Mr. Roehrig. The email and responses from the Operations' Manager will be included in the record. There was a lengthy discussion regarding this matter. At the request of Chairman Luczynski, District Manager William Crosley read two letters into the record that are addressed to the Gran Paradiso Property Owners Association, which are related to questions the District has received from POA President Steve Glunt and POA board member John Meisel about the irrigation system and allocation quantities of irrigation water that Gran Paradiso can use. Both letters will be posted on the District website. Supervisor Dobrin asked that his comment be retained for the record that inferring during discussion that the current Gran Paradiso Property Owners Association board of directors had done something wrong was incorrect.

Chairman Luczynski advised that there was an individual living in Gran Paradiso who attempted to operate/trigger a District well located in Gran Paradiso 15 times in an effort to augment water levels in the District's irrigation lake that is also located in Gran Paradiso. Those wells are owned by the District and any future attempts to control any District property will be met with arrests and if any damage occurs, there will be prosecution for damage to public property. Pursuant to the water management District permit, no lake can be augmented for any reason for aesthetic purposes. There was further discussion. Supervisor Dobrin requested all information regarding the individual trying to operate the District well. Additional discussion took place.

L. ADJOURNMENT

There being no further business to come before the Board, the Special Board Meeting was adjourned at 12:29 p.m. on a MOTION made by Ms. Masney, seconded by Mr. Buckley and passed unanimously.
--

Secretary/Assistant Secretary

Chair/Vice Chair

William Crosley

From: Bob&J <rjroehrig@gmail.com>

Sent: Wednesday, May 18, 2022 11:35 AM

To: William Crosley

Subject: Irrigation Concern to Board

Dear WVID Supervisors and Staff,

I cannot make the start of tomorrow's monthly WVID Supervisors Board meeting to make a public comment due to a prior meeting commitment. I would like Supervisor Dobrin to please read my concerns to the entire Board.

Robert Roehrig
13195 Campanile Ct.
Gran Paradiso Community

I am Chair of the current Landscape committee in Gran Paradiso and am dealing with our Brightview Landscape Vendor on many irrigation issues we face concerning the amount of water we receive. After reading once again the current Operations and Maintenance Contract we have with the WVID I'm questioning the following that is clearly stated within the contract: The following statements are taken directly from the current Operations and Maintenance Contract we share with the WVID.

1. The irrigation central computer/controller system shall be checked as often as necessary to insure scheduling. The DISTRICT will be responsible for the replacement or maintenance of the pumping equipment or to replace any defect in the system.
2. The irrigation system shall provide sufficient water to all lawns and shrub beds. System shall be adjusted during the rainy season. The watering shall provide for lush, green landscape appearance and shall operate between the hours of 9 PM and 7 AM or as required by the DISTRICT.
3. Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary.
4. The ASSOCIATION shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering or insufficient watering shall be the responsibility of the ASSOCIATION. (we have incurred great damage due to the lack of water throughout our communities landscaping, especially along the Blvds that the WVID owns) We have now lost hundreds of bushes and plants due to insufficient water.

A last comment I would like to make concerning WVID irrigation on U.S.41.....I bike along the sidewalk every morning at 6:00 AM going east out of the Gran Paradiso entrance. Could I please ask to have the rotary heads along the WVID sidewalk adjusted as to keep the sidewalks clear of the irrigation spray. Many others besides me use this sidewalk at early morning hours and it's very annoying to have to try to dodge irrigation water in the early morning darkness.

Thank You,
Robert Roehrig

William Crosley

From: Mike Smith

Sent: Wednesday, May 18, 2022 8:06 PM

To: John Luczynski; William Crosley

Subject: GP POA IRRIGATION QUESTIONS

John,

Item1, the central control system he is referring to is specific to the POA common areas (WVID property within GP) Our only responsibility is to provide a pressurized line. Once it leaves the pump station the agreement states that the internal irrigation system and management of thereafter is the responsibility of the POA.

Item2, the system provides a more than adequate supply for the current GP peak month demand. The rest of this item comes down to water management. If a system is mismanagement during the dry season the outcome could be that of large material loss.

Item3, the allocation calculated by using the AGMOD model allows a peak month flow during the dry season, by managing your demand throughout the year provides these banked allocations for use during this period.

Items, this all comes down to water management or lack of. There has been no restriction to demands from this site. Only warnings of overuse. Two totally different issues. The loss of material could be a result of recent irrigation shutdown in these common areas. This was recently brought to my attention by a GP vendor.

The last comment regarding the heads on 41 is a simple fix which I will take care of.

The agreement is very clear on all items above. I would be happy to walk Bob through it so he can better understand the agreement along with responsibilities of the POA.

If you need me to call in let me know.

Mike

Operations Manager

540-539-7592

WEST VILLAGES IMPROVEMENT DISTRICT
C/O Special District Services, Inc.
19503 S. West Villages Parkway #A3
Venice, Florida 34293

May 19, 2022

Via U.S. Mail and Electronic Mail

Gran Paradiso Property Owners Association, Inc.
Attn: Steve Glunt President
20125 Galleria Boulevard
Venice, Florida 34293
sgluntgpboard@gmail.com

RE: West Villages Improvement District Irrigation Utility Program

Dear Mr. Glunt,

Staff of the West Villages Improvement District (the “**District**”) has received several inquiries from members of the Board of Directors (the “**BOD**”) of the Gran Paradiso Property Owners Association, Inc. (the “**Association**”) as to the irrigation program within the District. The District has accordingly prepared this letter in an effort to educate the BOD on the District’s provision of irrigation water within the Gran Paradiso community.

When the master developer acquired the majority of the lands within the Wellen Park development several years ago, it also legally acquired the original developer’s rights to the Water Use Permit (the “**Permit**”) issued by the Southwest Florida Water Management District (“**SWFWMD**”). The geographical scope of the Permit includes all lands within the District, with the exception of the Islandwalk development which was separately permitted (hereinafter, the lands subject to the Permit shall be referred to as “**Unit No. 6**”). The Permit allocates irrigation water to the lands within Unit No. 6, which is supplied from three sources: i) surface water (i.e. irrigation lakes); ii) reclaimed water (i.e. supplied by the City of North Port, Sarasota County, and/or Englewood Water District); and iii) groundwater (i.e. wells).¹ The SWFWMD permitholder(s) is the only entity(ies) that is legally allowed to develop or utilize water resources within the lands within the scope of such Permit.² The Permit is currently jointly held by the District and The Ranch Land Operations, LLLP, an affiliate of the master developer.

¹ The Permit requires that the surface water and reclaimed water are to be used preferentially and the groundwater is to be used when those sources are not adequate to meet the irrigation demands established by the Permit.

² Section 12 of the *Amended and Restated Declaration of Covenants and Restrictions for Gran Paradiso*, dated October 29, 2013 (the “**Declaration**”), additionally provides that the conveyance of a lot to a homeowner does not include the right to develop or utilize the ground or surface water resources within such lot. Section 5.12 and 12 of

The lands within Gran Paradiso, including specifically the groundwater irrigation wells located within your development (“**Wells**”),³ were included within the scope of the Permit at the time of assignment to the master developer and remain subject to the Permit. As a result, although the Association owns the fee simple title to the real property upon which the Wells are located, it does not own or own the rights to the Wells themselves. Instead, these rights are held by the holders of the Permit.

The master developer holds a perpetual easement over the lands where the Wells are located for access and for the installation, maintenance, repair and general use and operation of the Wells in accordance with the Permit (hereinafter, the “**Easement**”).⁴ The Easement provides that the property owner shall ensure quiet enjoyment of the easement property, meaning that it will not take or allow any actions that disrupts the Grantee’s use of the property for the purposes stated in the Easement (i.e. relative to the Grantee’s operation of the Wells). The Easement is recorded against the land and thus is enforceable against the Association as the current owner of such lands.

Overall irrigation water allocations for both the lands within Gran Paradiso as well as Unit No. 6 are ultimately governed by the SWFWMD Permit. A project’s irrigation allocation is determined by SWFWMD’s AGMOD modeling software based on the amount of irrigable acres located within a specific project boundary, as well as property use type, irrigation type, and soil type. The well capacity or quantities ascribed to a well(s) accordingly do not dictate the irrigation allocation.

The reason for this, in part, is that the irrigation infrastructure within Unit No. 6 is a considered a system of improvements where the improvements generally serve the entirety of the lands within Unit No. 6 instead of just the development in which they are physically located.⁵

the Declaration further require homeowners to connect the irrigation water lines on their lot to the lines of the utility provider(s) providing service to Gran Paradiso (i.e. the District).

³ Note that six (6) wells within Gran Paradiso have been permitted, but only two are physically operational. It is understood by SWFWMD that it will take time to bring the District’s entire wellfield, including the portion located within Gran Paradiso, into production. However, for the reasons discussed in this letter, this fact has no effect on irrigation allocations for either the Gran Paradiso development or for the lands within Unit No. 6.

⁴ Note that District staff in late 2021 and early 2022, at the request of Supervisor Victor Dobrin, did an audit of all common area property within Gran Paradiso to confirm that all property intended to be turned over to the District was in fact conveyed to the District. This audit identified a number of pond tracts, as well as the tracts upon which the Wells are located, that had not yet been turned over to the District. The District prepared and provided a form of deed for these properties and presented the draft document to representatives of the BOD which to date has declined to act on approving, executing, and recording such deed.

⁵ Claims have been made by certain of the members of the BOD that all of the irrigation infrastructure within Gran Paradiso was paid for using proceeds of bonds secured by the lands within Gran Paradiso (hereinafter, the “**Unit No. 3 Bonds**”), which is purported to be impermissible since Unit No. 6 was created by the District to oversee the District’s irrigation operations. While the District does not believe that all master irrigation improvements in Gran Paradiso were funded with proceeds of the Unit No. 3 Bonds, there is nothing impermissible about the payment of irrigation infrastructure construction/installation costs in this manner. Conversely, it is routine for either the District or the developer of a project to install the initial irrigation installation physically located within their development.

This is described in the Permit as “wellfield flexibility.” For example, wells and infrastructure outside of Gran Paradiso can provide irrigation water to your development and conversely the Wells and other infrastructure located in Gran Paradiso can provide (and have historically provided) provide irrigation water to other properties within Unit No. 6.

By way of example, the District presently moves irrigation water generated from the Wells to PIL No. 1 to mix with the water located therein in order to reduce the salinity of the groundwater produced from such Wells to make it suitable for irrigation purposes. If we did not mix the groundwater in this manner, the groundwater produced straight from the Wells would burn and destroy the turf and landscape improvements. It is not possible for PIL No. 3, which is located within Gran Paradiso, to be utilized for this mixing process as it is too small of a lake. As a result, Gran Paradiso is relying on irrigation facilities outside of its geographical boundary to facilitate the provision of irrigation water to the lands within its boundary, just like other properties within Unit No. 6, but outside of Gran Paradiso, rely on facilities located within Gran Paradiso.

In order to facilitate the implementation of the full-service residential irrigation program within Unit No. 6,⁶ in 2018 the District and the master developer determined that it was in the best interest of the District, its residents, and landowners for the District to oversee the irrigation program for the lands within Unit No. 6 and accordingly entered into that certain *Water Supply Agreement* providing in part: i) that the District is to be the exclusive provider of irrigation water to the users within Unit No. 6,⁷ which includes the Development; and ii) the fees to be charged to the District to pay for the availability of groundwater quantities via the use of master developer-owned wells.

Pursuant to its enabling legislation, the District is authorized to prescribe, fix, establish, and collect rates, fees and other charges after a public hearing thereon. In conjunction with entering into the Water Supply Agreement referenced above, The District procured an irrigation rate study and, after public hearing, adopted Resolution 2018-18⁸ establishing several irrigation-related fees/rates including: i) a variable operating/usage rate; ii) a fixed capital rate; and iii) a well availability rate based on the District’s requirement to remit such rates per the Water Supply

The District then collects a capital recovery fee, as discussed in more detail herein, from all users of irrigation water within Unit No. 6 for the repair and/or replacement of existing irrigation infrastructure.

⁶ Prior to 2018, the majority of the lands within to-be-formed Unit No. 6 were permitted by SWFWMD for agricultural use only (including the Wells), with the only source of irrigation water to Gran Paradiso being provided by Englewood Water District.

⁷ Note that the lands within Unit No. 6 includes both i) lands subject to a restrictive covenant imposed by the master developer, and ii) additional lands within the District that had commenced residential development prior to 2018, including Gran Paradiso. For the reasons stated herein, the lack of a “restrictive covenant” imposed by the master developer over the lands in Gran Paradiso (or any other residential community developed prior to 2018) does not negate those communities’ obligation to acquire irrigation water from the District as the irrigation utility provider and to participate in the provision of fees and charges imposed by the District relative to its operation of such utility.

⁸ Resolution 2018-18 was subsequently amended by Resolution 2021-15.

Agreement⁹ (collectively, the “**Irrigation Fees**”). A copy of the current rate schedule is enclosed herein as **Exhibit A** for your reference.

The District and the Association thereafter entered into the *Amended and Restated Agreement for the Delivery and Use of Irrigation water*, dated December 16, 2020 (the “**GP Water Agreement**”) which in part i) provides the terms under which the District will provide irrigation water to the Gran Paradiso development; ii) provides the manner in which the Irrigation Fees are to be invoiced by the District and paid by the Association; and iii) establishes the ability of the District to set rates, fees, and charges related to its provision of irrigation water to the development and to revise same which shall thereafter apply without the need for amendment to the GP Water Agreement.¹⁰

I hope that this letter served to educate you on the District’s irrigation program, but should you have any questions please do not hesitate to contact me at (941) 244-2805 or wcrosley@sdsinc.org.

Sincerely,



William Crosley
West Villages Improvement District
District Manager

CC: Association Board of Directors (via e-mail)
John Meisel- jmeiselgpboard@gmail.com
Pam Kantola- pkantolagpboard@gmail.com
Phil Stokes- pstokesgpboard@gmail.com
Victor Dobrin- vdobringpboard@gmail.com
Tom Porada- tom@porada.com
Jim Cranston- capt.jimcranston.gppoa@gmail.com

⁹ As discussed above, the Permit provides for wellfield flexibility and so the lands within Gran Paradiso rely upon wells located outside of the development but within Unit 6, and lands within Unit 6 similarly rely upon the Wells within Gran Paradiso, to provide irrigation water. As a result, the well availability fee applies to any property that receives irrigation water from the District. This is similar to the manner in which special assessments are allocated- against all benefitting properties when the infrastructure together serves the entirety of a development area, rather than only against the areas within which the improvements are physically located.

¹⁰ Section 12 of the Declaration, among other documents recorded in the Official Records of Sarasota County, Florida, additionally discloses the existence of the District and its authority to levy and collect assessments, rates, fees and charges to provide and operate public infrastructure improvements.

WEST VILLAGES IMPROVEMENT DISTRICT
C/O Special District Services, Inc.
19503 S. West Villages Parkway #A3
Venice, Florida 34293

May 19, 2022

Via Certified Mail and Electronic Mail

Gran Paradiso Property Owners Association, Inc.
Attn: Steve Glunt President
20125 Galleria Boulevard
Venice, Florida 34293
sgluntgpboard@gmail.com

RE: Gran Paradiso Irrigation Quality Water Reserved Allocation

Dear Mr. Glunt,

As you are aware, the West Villages Improvement District (the “**District**”) and Gran Paradiso Property Owners Association, Inc. (the “**Association**”) previously entered into the *Amended and Restated Agreement for the Delivery and Use of Irrigation Quality Water*, dated December 16, 2020 (the “**Agreement**”) providing for the District’s provision of Irrigation Quality Water (as defined in the Agreement) to the Gran Paradiso residential development (the “**Development**”).

Overall Wellen Park and project-based Irrigation Quality Water allocations within the boundary of the District are ultimately governed by the District’s Water Use Permit (the “**Permit**”) issued by the Southwest Florida Water Management District (“**SWFWMD**”). A project’s allocation is ultimately determined by SWFWMD’s AGMOD modeling software based on the amount of irrigable acres located within a specific project boundary. Exhibit C to the Agreement established that the Association’s allocation of Irrigation Quality Water (hereinafter, its “**Reserved Allocation**”) relative to the lands within the Development is 593,200 GPD.

The District has recently received several inquiries from Board of Directors’ member John Meisel relative to the veracity of the calculation of the Reserved Allocation. Upon such inquiry, and the District’s prompt and diligent investigation of same at Mr. Meisel’s request, it has been determined by the District’s environmental and irrigation consultant that the District had inadvertently included lands *outside* of the Development in its calculation of the Reserved

Allocation. Thus, the Reserved Allocation referenced in the Agreement is higher than what is permissible to be provided to the Development pursuant to the terms of the District's Permit.

Specifically, the Development is located within a residential portion of Village A within Wellen Park. When entering into the Agreement, District staff inadvertently included the AGMOD allocations for a commercial parcel within Village A (located at the northwest corner of US Highway 41 and West Villages Parkway), within the calculation of the Reserved Allocation. While located within Village A, this commercial property is actually located *outside* of the Development and is being developed separate and apart from the Development. As a result of this revelation, it is now necessary to reduce the Development's Reserved Allocation from 593,200 GPD (which represents the AGMOD allocation for the entirety of Village A) to 558,700 GPD (which represents the SWFWMD-established allocation for just the Development).

By way of further explanation, in 2018 when the AGMOD allocations were most recently calculated for Village A, the Development was determined to have 147.4 acres of existing irrigated lawn and landscape area, and was estimated to have a total of 277.3 acres of irrigated lawn and landscape area at build-out.¹ As discussed above, AGMOD allocations are based upon the total amount of irrigable acres within a development at project build-out. To aid in your review, please see the enclosed chart of the AGMOD allocation for Village A which shows the break-out of the SWFWMD-established AGMOD allocations for each of the two distinct areas within Village A.

Section 12(B) of the Agreement provides that, in the event "the Irrigation Quality Water in the amounts addressed pursuant to this Agreement is otherwise prohibited by operation of any statute or law or governmental permit, rule or order," that the District may thereafter terminate the Agreement without penalty or liability by giving written notice to the Association. Unfortunately, the inadvertent over-allocation of Irrigation Quality Water to the Development is violative of the terms of the Permit, which is issued by SWFWMD- a governmental entity. Thus, such over-allocation "is prohibited by a government permit" and permits the District to terminate the Agreement, which would leave the Development without a source of Irrigation Quality Water to irrigate the lands within its boundary.

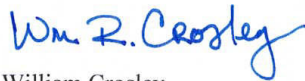
However, Section 19 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties. Accordingly, in lieu of terminating the Agreement pursuant to Section 12(B), which would result in no Irrigation Quality Water being provided to the Development- which is clearly detrimental to the development of both the lands within the District as well as within the Development- the District instead desires to amend the Agreement pursuant to Section 19 in order to revise the Reserved Allocation to account for the proper allocation of Irrigation Quality Water to the Development on a going forward basis.

¹ The District invites the Association to provide it with AutoCAD files delineating total acreage planned to be irrigated at build-out in order to better refine the irrigatable acreage calculation for the purposes of the AGMOD calculation relative to the Development. However, please note that this effort may result in a further decrease in identified irrigated acres and AGMOD allocations.

As a result, please see the enclosed amendment to the Agreement which addresses the proper amount of Irrigation Quality Water to be provided to the Development pursuant to the District's Permit, for your approval and execution. In order to ensure prompt compliance with the Permit, such revised allocations shall be effective as of June 1, 2022.

Should you have any questions please do not hesitate to contact me at (941) 244-2805 or wcrosley@sdsinc.org.

Sincerely,



William Crosley
West Villages Improvement District
District Manager

CC: Association Board of Directors (via e-mail)
John Meisel- jmeiselgpboard@gmail.com
Pam Kantola- pkantolagpboard@gmail.com
Phil Stokes- pstokesgpboard@gmail.com
Victor Dobrin- vdobringpboard@gmail.com
Tom Porada- tom@porada.com
Jim Cranston- capt.jimcranston.gppoa@gmail.com

Enclosures

PIL 3 Service Area	AGMOD Demand Calculations							
	NW Commercial Quad			Gran Paradis Lawn and Landscape			Total Annual Average Demand (gpd)	Total Peak Month Demand (gpd)
	Irrigated Area (ac)	Annual Average Demand (gpd)	Peak Month Demand (gpd)	Irrigated Area (ac)	Annual Average Demand (gpd)	Peak Month Demand (gpd)		
Village A	17.1	34,500	109,200	277.3	558,700	1,770,700	593,200	1,879,900

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the West Villages Improvement District (“**District**”) prior to June 15, 2022, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and 19503 S. West Villages Parkway, #A4, Venice, Florida 34293. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included

therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, *Florida Statutes*.

SECTION 3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set remotely via Zoom communications media technology and in person at:

DATE: _____, 2022
HOUR: 11:00 A.M.
LOCATION: Public Safety Building Training Room
19955 Preto Boulevard
Venice, Florida 34293

SECTION 4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Sarasota County and the City of North Port at least 60 days prior to the hearing set above.

SECTION 5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

SECTION 6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Sarasota County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

SECTION 7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF JUNE 2022.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

Exhibit A

Fiscal Year 2022/2023 Proposed Budget

FISCAL YEAR 2022/2023 PROPOSED BUDGET

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**



Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota FL 34240-8414

May 25, 2022

Via: E-Mail (twodraska@sdsinc.org)

File: 25612793

West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Attn: **Mr. Todd Wodraska**
District Manager

Reference: **Change Order No. 1 Under Work Authorization No. 51**
Miscellaneous Engineering Services

Dear Mr. Wodraska:

Due to ongoing project needs, we are requesting approval to proceed with the following budget increase for professional services as follows:

Task 210F – District Proper

Due to current requests from the District (mainly concerning boundary changes to various Units in the District), we are requesting an additional \$10,000 be added to this TM* task bringing the total budget for this task to \$30,000.

W.A. Contract to Date	\$ 20,000
Increase this Change Order	<u>\$ 10,000</u>
New Contract Sum	\$ 30,000

* 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.



CO 1 to WA 51
West Villages Improvement District
Miscellaneous Engineering Services
Page 2 of 2

Stantec Consulting Services Inc.

6920 Professional Parkway

Sarasota, FL 34240

By *Michael A Kennedy*

May 25, 2022

Date

By *Glenn A Wilk*

May 25, 2022

Date

West Villages Improvement District
c/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, FL 33410

By

Date

Date



SCHEDULE OF FEES

Effective January 1, 2022

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 105.00
Level 4	\$ 116.00
Level 5	\$ 132.00
Level 6	\$ 136.00
Level 7	\$ 144.00
Level 8	\$ 154.00
Level 9	\$ 159.00
Level 10	\$ 164.00
Level 11	\$ 179.00
Level 12	\$ 188.00
Level 13	\$ 198.00
Level 14	\$ 208.00
Level 15	\$ 220.00
Level 16	\$ 243.00
Level 17	\$ 251.00
Level 18	\$ 256.00
Level 19	\$ 266.00
Level 20	\$ 276.00
Level 21	\$ 293.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

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 +10%.

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; 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, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited bids from prequalified contractors interested in providing construction services related to the US 41 project (the “Project”); and

WHEREAS, the District has received and evaluated bids from _____ () prequalified contractors interested in providing those services; and

WHEREAS, _____ submitted a responsive bid with the lowest bid amount (the “Contractor”); and

WHEREAS, in the best interest of the District, the Board desires to award a contract to the Contractor.

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

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The bid submitted by the Contractor is the bid which best serves the interests of the District.

SECTION 3. The Contractor shall be awarded a contract for construction services for the Project.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of June 2022.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors



Miscellaneous Notices

Published in Sarasota Herald-Tribune on May 31, 2022

Location

Sarasota County, Florida

Notice Text

NOTICE OF PUBLIC HEARING TO CONSIDER DESIGNATION OF UNIT OF DEVELOPMENT NO. 9 OF THE WEST VILLAGES IMPROVEMENT DISTRICT

NOTICE OF MEETING OF THE WEST VILLAGES IMPROVEMENT DISTRICT

The Board of Supervisors (the Board) of the West Villages Improvement District (the District) will hold a public hearing on June 9th, 2022, at 11:00 A.M., via Zoom communications media technology and in person at the Public Safety Building Training Room located at 19955 Preto Blvd., Venice, Florida 34293. Attendance via Zoom is strongly encouraged in lieu of in-person attendance.

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at <https://us02web.zoom.us/j/87509654850>">

<https://us02web.zoom.us/j/87509654850> and entering the meeting ID of 875 0965 4850, Passcode 11036, or by dialing in telephonically at 1-929-436-2866 and entering the conference identification number 875 0965 4850, passcode 11036.

The public hearing will be held for the purposes of considering written objections to the confirmation of the designation of certain real property within the District as the West Villages Improvement District, Unit of Development No. 9 (Unit No. 9). The lands proposed to be embraced within such unit are included below (the Property). The public hearing is being conducted pursuant to Chapter 2004-456, Laws of Florida, as amended.

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for the lands within the District. The Property is located within the jurisdictional boundary of the District. Pursuant to Resolution 2022-07, adopted by the Board at its May 19th, 2022 meeting, the Property has been designated as Unit No. 9. Landowners within the District are accordingly requested to show cause, in writing, as to: (i) why such designation of these lands by the District should not be approved; and (ii) why the proceedings and powers authorized by the Act should not be had, taken and exercised. At the public hearing, the Board shall hear all such written objections or causes of objection. Thereafter, the Board may adopt a resolution confirming the designation of Unit No. 9, and may proceed with the development of the District pursuant to the terms of such resolution and in accordance with the Act.

At the same date, time, and location, the Board also will hold a public meeting to consider business that may lawfully be considered by the District. A copy of the agenda may be obtained by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours. The meeting and public hearing is open to the public and will be conducted in accordance with the provisions of Florida law.

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meeting or hearing because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings

is made, which includes the testimony and evidence upon which such appeal is to be based.

DESCRIPTION: VILLAGE K

A part of Sections 9 and 10, Township 40 South, Range 20 East, City of North Port, County of Sarasota, Florida, described as follows:

BEGIN at the Southwest corner of Section 9, Township 40 South, Range 20 East, City of North Port, Sarasota County, Florida; thence S.89 20'16" E., along the South line of the Southwest Quarter of said Section 9, a distance of 2642.30, to the South Quarter Corner of said Section 9; thence S.89 21'03" E., along the South line of the Southeast Quarter of said Section 9, a distance of 2642.80 feet to the Southwest corner of Section 10, Township 40 South, Range 20 East; thence S.89 23'23" E., along the South line of the Southwest Quarter of said Section 10, a distance of 2433.76 feet to a point on the West Right of Way Line of South River Road, (County Road #777), per Official Records Instrument No. 2008060371, recorded in the Public Records of Sarasota County, Florida; thence N.00 28'30" E., along said West Right of Way Line of River Road, a distance of 5348.64 feet; thence N.89 17'37" W., a distance of 1071.16 feet to the beginning of a curve to the left, having: a radius of 2135.00 feet, and a central angle of 35 51'31", a chord bearing of S.72 46'38" W., and a chord length of 1314.49 feet; thence along the arc of said curve, an arc length of 1336.19 feet; thence S.54 50'52" W., a distance of 1236.70 feet the beginning of a non-tangent curve to the left, having: a radius of 153.00 feet, and a central angle of 47 21'26", a chord bearing of S.15 04'13" W., and a chord length of 122.89 feet; thence along the arc of said curve, an arc length of 126.46 feet; thence S.09 21'26" E., a distance of 100.95 feet to the beginning of a non-tangent curve to the left, having: a radius of 485.00 feet, and a central angle of 06 02'56", a chord bearing of S.12 43'49" E., and a chord length of 51.18 feet; thence along the arc of said curve, an arc length of 51.20 feet, to the beginning of a reverse curve to the right, having: a radius of 95.00 feet, and a central angle of 98 47'50", a chord bearing of S.33 38'38" W., and a chord length of 144.26 feet; thence along the arc of said curve, an arc length of 163.81 feet; thence S.83 02'33" W., a distance of 124.30 feet to the beginning of a curve to the left, having: a radius of 65.00 feet, and a central angle of 52 00'45", a chord bearing of S.57 02'11" W., and a chord length of 57.00 feet; thence along the arc of said curve, an arc length of 59.01 feet; thence S.31 01'48" W., a distance of 87.29 feet to the beginning of a curve to the right having: a radius of 95.00 feet, and a central angle of 104 42'51", a chord bearing of S.83 23'14" W., and a chord length of 150.45 feet; thence along the arc of said curve, an arc length of 173.62 feet; thence N.44 15'21" W., a distance of 23.73 feet to the beginning of a curve to the left, having: a radius of 183.00 feet, and a central angle of 66 11'02", a chord bearing of N.77 20'52" W., and a chord length of 199.83 feet; thence along the arc of said curve, an arc length of 211.39 feet; thence S.54 50'52" W., a distance of 606.21 feet to the beginning of a curve to the right, having: a radius of 1165.00 feet, and a central angle of 56 04'48", a chord bearing of S.82 53'17" W., and a chord length of 1095.31 feet; thence along the arc of said curve, an arc length of 1140.28 feet; thence N.74 02'32" W., a distance of 149.78 feet to the beginning of a non-tangent curve to the left, having: a radius of 85.00 feet, and a central angle of 39 46'27", a chord bearing of S.86 07'30" W., and a chord length of 57.83 feet; thence along the arc of said curve, an arc length of 59.01 feet; thence S.30 34'52" W., a distance of 945.90 feet to the beginning of a curve to the left, having: a radius of 2135.00 feet, and a central angle of 19 50'26", a chord bearing of S.20 39'39" W., and a chord length of 735.63 feet; thence along the arc of said curve, an arc length of 739.32 feet, to the beginning of a reverse curve to the right, having: a radius of 2265.00 feet, and a central angle of 05 25'28", a chord bearing of S.13 27'10" W., and a chord length of 214.36 feet; thence along the arc of said curve, an arc length of 214.44 feet; thence S.73 50'06" E., a distance of 79.04 feet to the beginning of a curve to the right, having: a radius of 67.00 feet, and a central angle of 49 47'43", a chord bearing of S.48 56'15" E., and a chord length of 56.41 feet; thence along the arc of said curve, an arc length of 58.23 feet; thence S.24 02'24" E., a distance of 52.17 feet to the beginning of a curve to the left, having: a radius of 53.00 feet, and a central angle of 20 57'59", a chord bearing of S.34 31'23" E., and a chord length of 19.29 feet; thence along the arc of said curve, an arc length of 19.39 feet; thence S.45 00'23" E., a distance of 85.92 feet to the beginning of a curve to the left having: a radius of 53.00 feet, and a central angle of 18 04'21", a chord bearing of S.54 02'33" E., and a chord length of 16.65 feet; thence along the arc of said curve, an arc length of 16.72 feet; thence S.63 04'43" E., a distance of 9.91 feet to the beginning of a curve to the right, having: a radius of 107.00 feet, and a central angle of 80 38'56", a chord bearing of S.22 45'15" E., and a chord length of 138.48 feet; thence along the arc of said curve, an arc length of 150.61 feet; thence S.17 34'13" W., a distance of 51.16 feet to the beginning of a curve to the right, having: a radius of 1007.00 feet, and a central angle of 10 01'39", a chord bearing of S.22 35'02" W., and a chord length of 176.01 feet; thence along the arc of said curve, an arc length of 176.24 feet, to the beginning of a reverse curve to the left, having: a radius of 103.00 feet, and a central angle of 67 04'13", a chord bearing of S.05 56'15" E., and a chord length of 113.80 feet; thence along the arc of said curve, an arc length of 120.57 feet, to the beginning of a reverse curve to the right, having: a radius of 47.00 feet, and a central angle of 106 27'33", a chord bearing of S.13 45'25" W., and a chord length of 75.30 feet; thence along the arc of said curve, an arc length of 87.33 feet, to the beginning of a reverse curve to

the left, having: a radius of 493.00 feet, and a central angle of 33 28'23", a chord bearing of S.50 15'00" W., and a chord length of 283.94 feet; thence along the arc of said curve, an arc length of 288.02 feet, to the beginning of a reverse curve to the right, having: a radius of 107.00 feet, and a central angle of 95 38'30", a chord bearing of S.81 20'04" W., and a chord length of 158.58 feet; thence along the arc of said curve, an arc length of 178.61 feet; thence N.50 50'41" W., a distance of 154.43 feet; thence N.52 07'14" W., a distance of 115.22 feet to the beginning of a non-tangent curve to the right, having: a radius of 2265.00 feet, and a central angle of 14 52'19", a chord bearing of S.45 18'55" W., and a chord length of 586.26 feet; thence along the arc of said curve, an arc length of 587.91 feet, to the beginning of a reverse curve to the left, having: a radius of 2135.00 feet, and a central angle of 14 29'30", a chord bearing of S.45 30'20" W., and a chord length of 538.56 feet; thence along the arc of said curve, an arc length of 540.00 feet to the POINT OF BEGINNING.

Parcel contains 27689375 square feet, 635.6606 acres, more or less.

WEST VILLAGES

IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 05/24/22 & 05/31/22; #7312530

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING AND CONFIRMING THE DESIGNATION OF THE “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 9;” PROVIDING FOR THE RECORDING OF A NOTICE REGARDING SAME; 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 “Act”), and is situated in the City of North Port, Florida (the “City”) and unincorporated Sarasota County, Florida (the “County”); and

WHEREAS, the Board has received a petition from a landowner within the District requesting the establishment of a unit of development encompassing such property to be identified as the “West Villages Improvement District Unit of Development No. 9” (“Unit No. 9”); and

WHEREAS, on May 19th, 2022, the Board of Supervisors of the District (the “Board”) adopted Resolution 2022-07 designating the lands comprising the Property as Unit No. 9 and setting a public hearing thereon (the “Unit Designation Resolution”); and

WHEREAS, the District thereafter recorded a copy of the Unit Designation Resolution in the Official Records of Sarasota County, Florida, provided written notice to the City Manager of the City of North Port and County Administrator of Sarasota County, and published a notice soliciting the submission of written objections to the establishment of Unit No. 9, all in accordance with the Act; and

WHEREAS, the District has received an amended petition from the fee simple owners of at least fifty-one (51%) percent of the real property described in the attached **Exhibit A** (the “Property”), requesting that the proposed Unit No. 9 boundary be revised to only include the Property; and

WHEREAS, on June 9th, 2022, the Board held a public hearing on the District’s creation, fixing of the geographical boundaries and designation of the Property as the District’s Unit No. 9, and to hear all written objections relative to same; and

WHEREAS, the Board now desires to approve and confirm the designation of the Property as the “West Villages Improvement District Unit of Development No. 9.”

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

SECTION 1. CONFIRMATION OF DESIGNATION OF UNIT OF DEVELOPMENT. The Board hereby approves and confirms the Board's designation of the "West Villages Improvement District Unit of Development No. 9" for the purpose of exercising some or all of the powers granted to the District pursuant to the Act and any other provisions of Florida law. The location, area and jurisdictional boundaries of Unit No. 9 shall be as described in the attached **Exhibit A**. Upon the adoption of this Resolution, the District is authorized to proceed with the development of the Property comprising Unit No. 9 consistent with the Act and Florida law.

SECTION 2. NOTICE OF DESIGNATION. In accordance with Section 20 of the Act, the District's Secretary is hereby directed to record a *Notice of Establishment of Unit No. 9* in the Official Records of Sarasota County, Florida, or such other instrument evidencing the actions hereby taken by the District.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED, this 9th day of June, 2022.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Legal Description & Sketch of Unit No. 9 Boundary

Exhibit A

Legal Description and Sketch of Unit No. 9 Boundary

A part of Sections 9 and 10, Township 40 South, Range 20 East, City of North Port, County of Sarasota, Florida, described as follows:

BEGIN at the Southwest corner of Section 9, Township 40 South, Range 20 East, City of North Port, Sarasota County, Florida; thence S.89°20'16" E., along the South line of the Southwest Quarter of said Section 9, a distance of 2642.30, to the South Quarter Corner of said Section 9; thence S.89°21'03" E., along the South line of the Southeast Quarter of said Section 9, a distance of 2642.80 feet to the Southwest corner of Section 10, Township 40 South, Range 20 East; thence S.89°23'23" E., along the South line of the Southwest Quarter of said Section 10, a distance of 2433.76 feet to a point on the West Right of Way Line of River Road, per Official Records Instrument No. 2008060371, recorded in the Public Records of Sarasota County, Florida; thence N.00°28'30" E., along said West Right of Way Line of River Road, a distance of 3520.99 feet; thence leaving said West Right of Way Line of River Road, N.89°31'30" W., a distance of 400.00 feet to the Southeast corner of lands described in Official Records Instrument No. 2021094420 of said Public Records of Sarasota County, Florida; thence along the boundary line of said lands described in Official Records Instrument No. 2021094420, the following seventy-eight (78) courses: (1) S.77°24'35" W., a distance of 3.94 feet; (2) thence N.12°16'35" W., a distance of 31.76 feet; (3) thence N.57°13'39" W., a distance of 57.21 feet; (4) thence S.44°43'50" W., a distance of 57.18 feet; (5) thence S.03°54'26" W., a distance of 32.03 feet; (6) thence S.87°28'21" W., a distance of 41.07 feet; (7) thence S.17°07'17" W., a distance of 19.82 feet; (8) thence S.18°08'39" E., a distance of 38.73 feet; (9) thence S.37°29'27" W., a distance of 86.38 feet; (10) thence S.34°44'02" W., a distance of 78.09 feet; (11) thence S.42°51'19" W., a distance of 53.30 feet; (12) thence S.87°04'42" W., a distance of 30.53 feet; (13) thence N.65°52'13" W., a distance of 69.92 feet; (14) thence S.72°49'34" W., a distance of 89.54 feet; (15) thence N.53°46'02" W., a distance of 59.55 feet; (16) thence S.22°18'25" W., a distance of 32.46 feet; (17) thence S.88°26'04" W., a distance of 62.66 feet; (18) thence N.83°17'38" W., a distance of 54.93 feet; (19) thence N.80°45'21" W., a distance of 40.38 feet; (20) thence N.84°19'37" W., a distance of 59.01 feet; (21) thence S.44°55'03" W., a distance of 32.56 feet; (22) thence N.77°41'31" W., a distance of 17.55 feet; (23) thence N.31°40'29" W., a distance of 52.43 feet; (24) thence N.45°15'20" E., a distance of 33.58 feet; (25) thence N.12°32'20" W., a distance of 59.44 feet; (26) thence N.78°51'51" W., a distance of 84.00 feet; (27) thence S.81°34'09" W., a distance of 48.00 feet; (28) thence S.72°08'12" W., a distance of 81.27 feet; (29) thence S.78°46'38" W., a distance of 87.91 feet; (30) thence N.52°00'16" W., a distance of 75.69 feet; (31) thence N.13°52'38" E., a distance of 37.28 feet; (32) thence N.63°09'58" W., a distance of 56.66 feet; (33) thence N.73°58'46" W., a distance of 49.13 feet; (34) thence S.49°51'01" W., a distance of 43.67 feet; (35) thence S.86°45'06" W., a distance of 44.47 feet; (36) thence S.47°32'20" W., a distance of 69.51 feet; (37) thence S.28°59'45" W., a distance of 64.66 feet; (38) thence S.47°46'59" W., a distance of 26.32 feet; (39) thence S.49°07'42" W., a distance of 68.67 feet; (40) thence S.59°35'37" W., a distance of 48.68 feet; (41) thence S.42°44'21" W., a distance of 54.01 feet; (42) thence S.55°44'39" W., a distance of 49.07 feet; (43) thence S.56°21'21" W., a distance of 50.57 feet; (44) thence S.54°15'26" W., a distance of 92.86 feet; (45) thence S.44°01'35" W., a distance of 42.12 feet; (46) thence S.65°00'42" W., a distance of 48.69 feet; (47) thence S.65°14'38" W., a distance of 37.28 feet; (48) thence S.78°55'02" W., a distance of 32.95 feet; (49) thence S.12°24'17" W., a distance of 37.78 feet; (50) thence S.62°00'50" W., a distance of 35.33 feet; (51) thence N.59°58'12" W., a distance of 17.73 feet; (52) thence S.69°05'45" W., a distance of 21.71 feet; (53) thence N.61°52'21" W., a distance of 15.90 feet; (54) thence N.59°40'06" W., a distance of 23.45 feet; (55) thence N.27°26'55" W., a distance of 16.43 feet; (56) thence N.53°13'40" W., a distance of 31.68 feet; (57) thence N.44°09'24" W., a distance of 22.55 feet; (58) thence N.50°58'46" W., a distance of 30.73 feet; (59) thence N.78°40'45" W., a distance of 20.61 feet; (60) thence N.63°50'16" W., a distance of 26.61 feet; (61) thence S.67°07'34" W., a distance of 33.94 feet; (62) thence S.78°50'03" W., a distance of 30.10 feet; (63) thence S.75°34'38" W., a distance of 49.23 feet; (64) thence S.29°07'10" W., a distance of 35.69 feet; (65) thence S.23°27'06" W., a distance of 32.25 feet; (66) thence S.22°23'40" W., a distance of 21.95 feet; (67) thence S.32°08'26" W., a distance of 46.03 feet; (68) thence S.18°08'34" W., a distance of 33.80 feet; (69) thence S.52°01'11" W., a distance of 33.70 feet; (70) thence

S.39°11'48" W., a distance of 47.65 feet; (71) thence S.45°44'56" W., a distance of 50.49 feet; (72) thence N.84°15'41" W., a distance of 48.05 feet; (73) thence N.51°00'48" W., a distance of 40.43 feet; (74) thence N.32°00'37" W., a distance of 28.03 feet; (75) thence N.84°05'43" W., a distance of 56.94 feet; (76) thence S.51°06'18" W., a distance of 50.50 feet; (77) thence S.58°22'39" W., a distance of 858.02 feet; (78) thence N.30°32'28" W., a distance of 1325.00 feet to the South Right of Way Line of Manasota Beach Road, as shown on Manasota Beach Ranchlands Plat No. 1, recorded in Plat Book 55, Page 367 of the Public Records of Sarasota County, Florida; thence along said South Right of Way Line of Manasota Beach Road the following four (4) courses: (1) thence S.54°50'52" W., a distance of 187.13 feet to the beginning of a curve to the right, having: a radius of 1165.00 feet, and a central angle of 56°04'48", a chord bearing of S.82°53'17" W., and a chord length of 1095.31 feet; (2) thence along the arc of said curve, an arc length of 1140.28 feet; (3) thence N.74°02'32" W., a distance of 149.78 feet to the beginning of a non-tangent curve to the left, having: a radius of 85.00 feet, and a central angle of 39°46'27", a chord bearing of S.86°07'30" W., and a chord length of 57.83 feet; (4) thence along the arc of said curve, an arc length of 59.01 feet to the East Right of Way Line of West Villages Parkway, as shown on said plat of Manasota Beach Ranchlands Plat No. 1; thence along said East Right of Way Line of West Villages Parkway the following twenty (20) courses: (1) S.30°34'52" W., a distance of 945.90 feet to the beginning of a curve to the left, having: a radius of 2135.00 feet, and a central angle of 19°50'26", a chord bearing of S.20°39'39" W., and a chord length of 735.63 feet; (2) thence along the arc of said curve, an arc length of 739.32 feet, to the beginning of a reverse curve to the right, having: a radius of 2265.00 feet, and a central angle of 05°25'28", a chord bearing of S.13°27'10" W., and a chord length of 214.36 feet; (3) thence along the arc of said curve, an arc length of 214.44 feet; (4) thence S.73°50'06" E., a distance of 79.04 feet to the beginning of a curve to the right, having: a radius of 67.00 feet, and a central angle of 49°47'43", a chord bearing of S.48°56'15" E., and a chord length of 56.41 feet; (5) thence along the arc of said curve, an arc length of 58.23 feet; (6) thence S.24°02'24" E., a distance of 52.17 feet to the beginning of a curve to the left, having: a radius of 53.00 feet, and a central angle of 20°57'59", a chord bearing of S.34°31'23" E., and a chord length of 19.29 feet; (7) thence along the arc of said curve, an arc length of 19.39 feet; (8) thence S.45°00'23" E., a distance of 85.92 feet to the beginning of a curve to the left having: a radius of 53.00 feet, and a central angle of 18°04'21", a chord bearing of S.54°02'33" E., and a chord length of 16.65 feet; (9) thence along the arc of said curve, an arc length of 16.72 feet; (10) thence S.63°04'43" E., a distance of 9.91 feet to the beginning of a curve to the right, having: a radius of 107.00 feet, and a central angle of 80°38'56", a chord bearing of S.22°45'15" E., and a chord length of 138.48 feet; (11) thence along the arc of said curve, an arc length of 150.61 feet; (12) thence S.17°34'13" W., a distance of 51.16 feet to the beginning of a curve to the right, having: a radius of 1007.00 feet, and a central angle of 10°01'39", a chord bearing of S.22°35'02" W., and a chord length of 176.01 feet; (13) thence along the arc of said curve, an arc length of 176.24 feet, to the beginning of a reverse curve to the left, having: a radius of 103.00 feet, and a central angle of 67°04'13", a chord bearing of S.05°56'15" E., and a chord length of 113.80 feet; (14) thence along the arc of said curve, an arc length of 120.57 feet, to the beginning of a reverse curve to the right, having: a radius of 47.00 feet, and a central angle of 106°27'33", a chord bearing of S.13°45'25" W., and a chord length of 75.30 feet; (15) thence along the arc of said curve, an arc length of 87.33 feet, to the beginning of a reverse curve to the left, having: a radius of 493.00 feet, and a central angle of 33°28'23", a chord bearing of S.50°15'00" W., and a chord length of 283.94 feet; (16) thence along the arc of said curve, an arc length of 288.02 feet, to the beginning of a reverse curve to the right, having: a radius of 107.00 feet, and a central angle of 95°38'30", a chord bearing of S.81°20'04" W., and a chord length of 158.58 feet; (17) thence along the arc of said curve, an arc length of 178.61 feet; (18) thence N.50°50'41" W., a distance of 154.43 feet; (19) thence N.52°07'14" W., a distance of 115.22 feet to the beginning of a non-tangent curve to the right, having: a radius of 2265.00 feet, and a central angle of 14°52'19", a chord bearing of S.45°18'55" W., and a chord length of 586.26 feet; (20) thence along the arc of said curve, an arc length of 587.91 feet, to the beginning of a reverse curve to the left, having: a radius of 2135.00 feet, and a central angle of 14°29'30", a chord bearing of S.45°30'20" W., and a chord length of 538.56 feet; thence continue along said East Right of Way Line of West Villages Boulevard and it's southerly extension, along the arc of said curve, an arc length of 540.00 feet to the POINT OF BEGINNING.

Parcel contains 20513797 square feet, or 470.9320 acres, more or less.

RESOLUTION 2022-11

A RESOLUTION OF WEST VILLAGES IMPROVEMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$63,905,000 PRINCIPAL AMOUNT WEST VILLAGES IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 9) IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF CERTAIN PUBLIC IMPROVEMENTS PERMITTED BY THE WEST VILLAGES IMPROVEMENT DISTRICT ACT AND OTHER APPLICABLE FLORIDA LAW; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2004-456, Laws of Florida as supplemented and amended (the “Act”) the West Villages Improvement District (the “District”); located in the City of North Port and certain portions of unincorporated Sarasota County, was created as an independent special district pursuant to Chapter 189, Florida Statutes; and

WHEREAS, the District is authorized by the provisions of the Act and subject to the limitations set forth in the Act to issue bonds secured by a pledge of non-ad valorem assessments and special assessments for the purposes, among other things, of constructing and/or acquiring various public improvements as set forth in the Act (the “Project”); and

WHEREAS, the Project will provide significant benefits to the lands within Unit of Development No. 9 of the District, is necessary for the public health, safety and welfare and is in the best interest of the landowners and future residents of Unit of Development No. 9 of the District; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to such bonds by levying and collecting Special Assessments and any other Pledged Revenues (as defined in the Master Trust Indenture, as supplemented as defined below); and

WHEREAS, the District now desires to authorize the issuance of its special assessment revenue bonds (Unit of Development No. 9) in one or more series (the “Bonds”), in a principal amount not to exceed \$63,905,000 for the principal purpose of financing the construction and

acquisition of the Project for the special benefit of certain lands within Unit of Development No. 9 of the District, to approve a Master Trust Indenture under which the Bonds will be issued, to appoint a trustee to serve under the Master Trust Indenture, to authorize the validation of the Bonds and to provide for various other matters relating thereto.

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

SECTION 1. Authorization. There is hereby authorized to be issued not exceeding \$63,905,000 principal amount of West Villages Improvement District Special Assessment Revenue Bonds (Unit of Development No. 9) in one or more series (the "Bonds"). The Bonds shall be issued under and secured by a Master Trust Indenture (the "Indenture"), a form of which is attached hereto as **Exhibit "A"**. The Bonds shall be dated, shall contain such further description, shall mature in amounts and at times, shall bear interest at the rates, and shall be redeemable at the redemption prices and upon the terms, all as shall be set forth in resolutions adopted by the Board of Supervisors (the "Board") of the District at or before the execution and delivery of the Bonds by the Chairman or Vice Chairman of the Board, which Bonds shall be attested by the Secretary or any Assistant Secretary of the Board, and shall be authenticated by the Trustee under the Indenture.

SECTION 2. Approval of Master Trust Indenture. The Master Trust Indenture is hereby approved in substantially the form set forth in Exhibit "A" hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Master Trust Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Trustee. The District hereby approves and appoints U.S. Bank Trust Company, N.A., to serve as Trustee under the Master Trust Indenture and to take the actions required of the Trustee in connection with the execution and delivery of the Bonds.

SECTION 4. Validation. Bond Counsel for the issuance of the Bonds, Akerman LLP, and District Counsel, Kutak Rock LLP, are hereby authorized and directed to prepare, file and prosecute proceedings to validate the Bonds in the manner prescribed by the laws of the State of Florida. The District Manager, engineering consultant, assessment consultant, Chairman, Vice-Chairman and/or any other members of the Board and staff are hereby directed and authorized to provide such documents and testimony as may be necessary or useful in the prosecution of the validation proceedings as directed by counsel.

SECTION 5. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Florida Statutes, Section 286.011 and any applicable Executive Orders of the Governor of The State of Florida.

SECTION 6. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 7. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 8. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds.

SECTION 9. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 10. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 9th day of June 2022.

WEST VILLAGES IMPROVEMENT DISTRICT

By: _____
Its: Chairman/Vice Chairman, Board of Supervisors

[SEAL]

Attest:

Its: Secretary

MASTER TRUST INDENTURE

between

WEST VILLAGES IMPROVEMENT DISTRICT

and

U.S. BANK TRUST COMPANY, N.A.

As Trustee

Dated as of _____, 2022

relating to

WEST VILLAGES IMPROVEMENT DISTRICT

SPECIAL ASSESSMENT REVENUE BONDS

(UNIT OF DEVELOPMENT NO. 9)

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EXHIBIT A – Form of Acquisition and Construction Fund Requisition

THIS MASTER TRUST INDENTURE, dated as of _____, 2022 (the “Master Indenture”), by and between WEST VILLAGES IMPROVEMENT DISTRICT (together with its permitted successors and assigns, the “Issuer”), a local unit of special-purpose government and an independent special district and public body corporate and politic organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America authorized to accept and execute the trusts herein set forth (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Chapter 2004-456, Law of Florida, as amended and other applicable provisions of State law (the “Act”), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of public infrastructure and other public facilities as provided in the Act; and

WHEREAS, the Issuer has created in accordance with the provisions of the Act particularly Section 11 thereof, an area within its boundaries designated as Unit of Development No. 9 (herein, the “Unit No. 9 Lands”); and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and facilities pursuant to the Act for the special benefit of certain Unit No. 9 Lands (as further described within the applicable Supplemental Indenture, each herein defined as the “Project”); and

WHEREAS, the Issuer proposes to finance a portion of the cost of acquisition and construction of the Project by the issuance of one or more series of Bonds (as herein defined) pursuant to this Master Indenture.

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued

hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I DEFINITIONS

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

“Account” shall mean any account established pursuant to this Master Indenture and all Supplemental Indentures.

“Act” shall mean Chapter 2004-456, Laws of Florida, as amended from time to time.

“Arbitrage Certificate” shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

“Authorized Denomination” shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, a denomination of \$5,000 and integral multiples of \$5,000 in excess thereof.

“Beneficial Owner” shall mean the actual owner of Bonds while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

“Board” shall mean the Board of Supervisors of the Issuer.

“Bonds” shall mean the West Villages Improvement District Special Assessment Revenue Bonds (Unit of Development No. 9), issued in one or more Series pursuant to the provisions of this Master Indenture and bonds subsequently issued to refund all or a portion of such aforementioned Bonds. If the Issuer determines to issue bond anticipation notes to be secured in whole or in part by a lien on the net proceeds of Bonds to be issued under this Master Indenture, the term “Bonds” shall apply to such short-term notes but only to the extent the Supplemental Indenture relating to such bond anticipation notes so provides.

“Bond Counsel” shall mean Akerman LLP and any other Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

“Bondholder,” “Holder of Bonds,” “Holder,” “Bondowner” or “Owner” or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

“Bond Redemption Fund” shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

“Bond Register” shall have the meaning specified in Section 2.04 of this Master Indenture.

“Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the office of the Issuer, or corporate office of the Trustee, the Registrar or any Paying Agent is closed, or a day on which the New York Stock Exchange is closed.

“City” shall mean the City of North Port, Florida.

“Certified Public Accountant” shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

“Certified Resolution” or “Certified Resolution of the Issuer” shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Completion Date” shall have the meaning given to such term in Section 5.01(c) of this Master Indenture.

“Consultant” shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal entities.

“Consultant’s Certificate” shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.15 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, of the Issuer, and any other obligated party under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

“Cost” or “Costs,” in connection with a Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of a Project;

(b) cost of surveys, estimates, plans, and specifications;

(c) cost of improvements;

(d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;

(e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

(f) cost of all lands, properties, rights, easements, and franchises acquired;

(g) financing charges;

(h) creation of initial reserve and debt service funds;

(i) working capital;

(j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;

(k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;

(l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;

(m) the discount, if any, on the sale or exchange of Bonds;

(n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(o) costs of prior improvements performed by the Issuer in anticipation of the Project;

(p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any Issuer purpose;

(s) administrative expenses;

(t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;

(u) expenses of Project management and supervision;

(v) costs of effecting compliance with any and all governmental permits relating to the Project;

(w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and

(x) any other “cost” or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, “Cost” includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

“Counsel” shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

“County” shall mean Sarasota County, Florida.

“Credit Facility” shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master

Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Board.

“Credit Facility Agreement” shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

“Credit Facility Issuer” shall mean the issuer or guarantor of any Credit Facility.

“Debt Service Fund” shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

“Debt Service Requirements,” with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures; and

(b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and

(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 10.00% per annum.

“Debt Service Reserve Fund” shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

“Debt Service Reserve Insurance Policy” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof.

“Debt Service Reserve Letter of Credit” shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations ranking *pari passu* with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the two highest rating category of both Moody’s and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

“Debt Service Reserve Requirement” shall mean, for each Series of Bonds, unless a different requirement shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

“Defeasance Securities” shall mean, to the extent permitted by law, (a) cash or (b) non-callable Government Obligations.

“Developer Funding Agreement” shall mean, if applicable, one or more developer capital funding agreements between the Issuer and the applicable developer entity, pursuant to which the developer entity agrees to advance from time to time, sufficient moneys (taking into account proceeds from the applicable Series of Bonds) to complete the Project. Any obligation on the part of the Issuer to repay such advances shall be subordinate to the payment of the Bonds.

“District Manager” shall mean the then District Manager or acting District Manager of the Issuer.

“Electronic Notice” shall mean notice through telecopy, telegraph, telex, facsimile, transmission, internet, email or other electronic means of communication, capable of making a written record.

“Event of Default” shall mean any of the events described in Section 10.02 hereof.

“Fiscal Year” shall mean the period of twelve (12) months beginning October of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

“Fitch” shall mean Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Fund” shall mean any fund established pursuant to this Master Indenture.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

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

“Indenture” shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

“Independent” shall mean a Person who is not a member of the Issuer’s Board, an officer or employee of the Issuer or any developer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer’s Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or any developer shall not make such Person an employee within the meaning of this definition.

“Interest Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

“Interest Payment Date” shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

“Interest Period” shall mean the period from and including any Interest Payment Date to and excluding the next succeeding Interest Payment Date; provided, however, that upon final payment of any Bond at maturity or upon redemption or mandatory purchase, the Interest Period shall extend to, but not include, the date of such final payment, which shall always be a Business Day.

“Investment Securities” shall mean and include any of the following securities, if and to the extent that such securities are legal investments for funds of the Issuer:

- (i) Government Obligations;
- (ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation.
- (iii) deposits, Federal funds or bankers’ acceptances (with term to maturity of 270 days or less) of any bank which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody’s and S&P;
- (iv) commercial paper rated in the top two rating category by both Moody’s and S&P at the time of purchase;
- (v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest

on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;

(vi) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category by both Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by the provider with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the provider shall at its option, within ten days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider must at the direction by the Issuer to the Trustee, within ten (10) calendar days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall withdraw the entire amount invested plus accrued interest within two (2) Business Days. Any repurchase agreement entered into pursuant to this Indenture shall contain the following additional provisions:

- 1) Failure to maintain the requisite collateral percentage will require the Issuer or the Trustee to liquidate the collateral as provided above;
- 2) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

3) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Issuer shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

4) The repurchase agreement shall be a “repurchase agreement” as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a “qualified financial contract” as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”) and such bank is subject to FIRREA;

5) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;

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

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

8) The term of the repurchase agreement shall be no longer than ten (10) years;

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

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

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

12) The collateral delivered or transferred to the Issuer, the Trustee, or a third-party acceptable to, and acting solely as agent for, the Trustee (the “Holder of the Collateral”) shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider’s books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the majority of the Holders and

the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

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

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

- 1) interest is paid on any date interest is due on the Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;
- 2) moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two (2) days' notice unless otherwise specified in a Supplemental Indenture;
- 3) the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and
- 4) the Trustee receives an opinion of Counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;
- 5) in the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Trustee within five (5) days of such downgrade event and the provider shall at its option, within ten (10) business days after notice is given to the Trustee take any one of the following actions:
- 6) collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach, or

7) assign the agreement to another provider, as long as the minimum rating criteria of “AA” rated investment from S&P or Fitch and an “Aa2” from Moody’s with a market to market approach; or

8) have the agreement guaranteed by a provider which results in a minimum rating criteria of an “AA” rated investment from S&P or Fitch and an “Aa2” from Moody’s with a market to market approach; or

9) repay all amounts due and owing under the agreement.

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

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

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

(xi) in addition to investments of the type specified in (iii) of this definition of Investment Securities negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation (“FDIC”) (including the FDIC’s Savings Association Insurance Fund);

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

(xiii) time deposits, demand deposits or certificate of deposit of any depository institution or trust company incorporated under the law of the United States of America or any state (or any domestic branch of a foreign bank) and subject to supervision and examination by federal or state depository institution authority (including the Trustee); provided, however, that at the time of the investment, short-term unsecured debt obligations thereof shall have a credit rating in the highest rating category by S&P or Moody’s.

Under all circumstances, the Trustee shall be entitled to request, receive and rely upon an Officer’s Certificate from the Issuer setting forth that any investment directed by the Issuer is permitted under the Indenture.

“Issuer” shall mean the West Villages Improvement District.

“Major Non-Recurring Expense” shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

“Majority Owners” shall mean the Beneficial Owners of more than fifty-percent (50%) of the aggregate principal amount of the applicable Series of Bonds then Outstanding.

“Master Indenture” shall mean, this Master Trust Indenture dated as of _____, 2022 by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

“Moody’s” shall mean Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

“Officers’ Certificate” or “Officer’s Certificate” shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

“Outstanding,” in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(b) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds of such Series which are known by the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Paying Agent” shall mean initially, U.S. Bank Trust Company, N.A. and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

“Person” shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

“Pledged Revenues” shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the Unit No. 9 Lands, with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture allocated to such Series of Bonds; provided, however, that Pledged Revenues shall not include any moneys transferred to the Rebate Fund, or investment earnings thereon.

“Prepayment” shall mean the payment by any owner of the Unit No. 9 Lands of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date.

“Project” shall mean with respect to any Series of Bonds, the planning, financing, design, acquisition, construction equipping and/or improvement of certain public infrastructure and public facilities; and related incidental costs, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that the Project shall specially benefit all of the Unit No. 9 Lands on which Special Assessments to secure such Series of Bonds have been levied.

“Property Appraiser” shall mean the property appraiser of the County.

“Property Appraiser and Tax Collector Agreement” shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

“Rebate Fund” shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

“Record Date” shall mean, as the case may be, the applicable Regular Record Date or Special Record Date.

“Redemption Price” shall mean the principal amount of any Bond of a Series plus the applicable premium, if any, payable upon redemption thereof pursuant to the Indenture.

“Registrar” shall mean initially U.S. Bank Trust Company, N.A., which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

“Regular Record Date” shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Regulatory Body” shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department, agency or instrumentality heretofore or hereafter created, designated or established by the County, (d) the City and any department, agency or instrumentality heretofore or hereafter created, designated or established by the City, and (e) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

“Responsible Officer” shall mean any member of the Board or any other officer of the Issuer, including the Secretary or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter.

“Revenue Fund” shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“S&P” shall mean Standard & Poor’s Ratings Services, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

“Series” shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however, two (2) or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two (2) or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series of Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment

proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

“Sinking Fund Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

“Special Assessments” shall mean (a) the “special assessments” as provided for in Section 6(2) of the Act levied against the Unit No. 9 Lands that are subject to assessment as a result of a particular Project or any portion thereof, and (b) the “non-ad valorem assessments” as provided for in Section 6(1) of the Act levied against the Unit No. 9 Lands that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both “special assessments” and “non-ad valorem assessments”, including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act, Chapter 170, Florida Statutes, Chapter 298, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. “Special Assessments” shall not include “maintenance assessments” levied and collected by the Issuer under Section 7 of the Act.

“Special Record Date” shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

“State” shall mean the State of Florida.

“Supplemental Indenture” and “indenture supplemental hereto” shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

“Tax Collector” shall mean the tax collector of the County.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Bond), refer to the entire Master Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

ARTICLE II THE BONDS

Section 2.01 Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as “West Villages Improvement District Special Assessment Revenue Bonds, (Unit of Development No. 9) (the “Bonds”). The Bonds shall be issued in Authorized Denominations unless otherwise provided in a Supplemental Indenture and within each Series shall be numbered consecutively from R-1 and upwards. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer’s request, authenticate such Bonds and deliver them as specified in such request.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid or if interest has not been paid then from the dated date of the Bonds. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying

Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds.

Section 2.02 Execution. The Bonds shall be executed by the manual or facsimile signature of the Vice-Chairperson or Vice Vice-Chairperson of the Issuer, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

Section 2.03 Authentication. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created.

Section 2.04 Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the “Bond Register” or “Register”) in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept.

Section 2.05 Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor and denomination. The

cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

Section 2.06 Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

Section 2.07 Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, and cancelled and destroyed by, the Trustee in accordance with its retention policy then in effect.

Section 2.08 Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office of the Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.04 hereof)

shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

Section 2.09 Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, or the Registrar shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, and the Registrar shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

Section 2.10 Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds of any Series secured by a parity lien on the same Pledged Revenues pledged to any Series of Outstanding Bonds, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

Section 2.11 Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Certified Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York (“DTC”) and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust

companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds (“Beneficial Owners”).

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DTC PARTICIPANTS AND DTC PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DTC PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be

exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the corporate trust office of the Trustee.

[END OF ARTICLE II]

ARTICLE III ISSUE OF BONDS

Section 3.01 Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Cost of acquisition or construction of the Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Section XIV hereof;

2) a written opinion or opinions of Counsel to the Issuer, addressed to the Trustee substantially to the effect that (a) the Bonds have been validly authorized and executed and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (b) the Issuer has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (c) this Master Indenture and the applicable Supplemental Indenture has been duly and validly authorized, approved, and executed by the Issuer; (d) the issuance of the Series of Bonds has been duly authorized and approved by the Board; (e) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (f) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all State, County, City and Issuer ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; and (g) this Master Indenture and the applicable Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization,

insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity (clause (b) shall not apply in the case of the issuance of a refunding Series of Bonds);

3) a Consulting Engineer's certificate addressed to the Issuer and the Trustee in connection with the issuance of Bonds any proceeds of which will be used to finance Costs of the Project setting forth the estimated cost of the Project, and in the case of an acquisition by the Issuer of all or a portion of the Project that has been completed, stating, in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of the Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds);

4) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

5) the proceeds of the sale of such Bonds together with any required equity deposit by any developer entity or any other legally available moneys;

6) any Credit Facility authorized by the Issuer in respect to such Bonds;

7) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the Unit No. 9 Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

8) an executed opinion of Bond Counsel;

9) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

10) a copy of a Final Judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation or an opinion of Counsel that the Bonds are not subject to validation;

11) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer or a report of an accounting or similar firm stating (a) the Bonds to be refunded; (b) any other amounts available for such purpose; (c) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (d) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

12) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

13) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Article, as to the Issuer and the underwriter or any initial purchaser of Bonds.

[END OF ARTICLE III]

ARTICLE IV ACQUISITION OF PROJECT

Section 4.01 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

Section 4.02 Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations.

[END OF ARTICLE IV]

ARTICLE V ACQUISITION AND CONSTRUCTION FUND

Section 5.01 Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate accounting in respect of the Costs of any designated portion of the Project including, but not limited to, a costs of issuance subaccount. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid costs of issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

(a) *Deposits.* In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

(i) Subject to the provisions of Section 9.22 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof;

(ii) Subject to the provisions of Section 9.12 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof; and

(iii) Deposits made by any developer entity pursuant to the terms and provisions of a Developer Funding Agreement.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of the Project or a portion thereof, as applicable, pertaining to the Series of Bonds in question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date (as defined in paragraph (c) below) of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to

the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or in the applicable Supplemental Indenture.

(b) *Disbursements.* Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition, in substantially the form of Exhibit A hereto signed by a Responsible Officer and, except for payments of cost of issuance, a certificate of the Consulting Engineer signed by a consulting engineer. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof. The Trustee shall have no duty to review a requisition or determine if a requested disbursement is for a use permitted hereunder.

(c) *Completion of Project.* On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery to the Trustee of a certificate of the Consulting Engineer and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the “Completion Date”), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

[END OF ARTICLE V]

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

Section 6.01 Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder.

The Issuer shall within five (5) Business Days of the receipt thereof, pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the Unit No. 9 Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee at the time of deposit of any amounts received as prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct the landowner making such prepayment to specify what Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and any Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

Section 6.02 Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued, except as otherwise provided in a

Supplemental Indenture, for the benefit of the specific Series of Bonds and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or if separately secured by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

Section 6.03 Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the Unit No. 9 Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or other priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Series Interest Account not previously credited;

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, on parity with the payments provided in Paragraph Second above, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1, as so designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series Interest Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall, subject to application as provided by one or more Supplemental Indentures, such balance shall remain therein, unless pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Unless otherwise provided in the applicable Supplemental Indenture, the Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

Section 6.04 Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all

other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments must be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased or redeemed Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such

Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

Section 6.05 Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Acquisition and Construction Account of the Acquisition and Construction Fund, and after the Completion Date, shall be transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of Special Assessments against such lot or parcel or a mandatory true-up payment, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account or Subaccount of the Debt Service Reserve Fund to the applicable Series Account of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement or for any other reason, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the

Series Account of the Debt Service Reserve Fund to the applicable Series Account or Subaccount as provided in the Supplemental Indenture.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

Notwithstanding the foregoing, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any other Fund or Account held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account or Subaccount of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount

sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

Section 6.06 Bond Redemption Fund. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Trustee is hereby authorized and directed to establish a Bond Redemption Fund and pursuant to a Supplemental Indenture a Series Account within the Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05 and 9.12(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, (except for amounts resulting from prepayments of Special Assessments, which shall be applied as provided in the next paragraph) make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to Section 8.01(b) hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account within the Bond Redemption Fund pursuant to the aforesaid clauses or

provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series taking into account any redemption premium, as may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

Section 6.07 Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

Section 6.08 Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

Section 6.09 Certain Moneys to Be Held for Series Bondowners Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

Section 6.10 Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Trustee in default with respect to any covenant in this

Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, shall, if so directed by the Issuer, at the expense of the Issuer, cause a notice to be published in a newspaper, or financial publication selected by the Issuer, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

Section 6.11 Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts required to comply with the covenants in the applicable Arbitrage Certificate. If so directed by the Issuer, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

[END OF ARTICLE VI]

ARTICLE VII

SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 7.01 Deposits and Security Therefor. Unless otherwise as provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof, provided, however, no such security shall be required in the case of an investment of a type described in subsection (iii) of the definition of Investment Securities. If at any time the Trustee is unwilling to accept such deposits or unable to secure them to the extent as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

Section 7.02 Investment or Deposit of Funds. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraphs (iii), (iv), (v), (vi), (vii) or (xi) of the definition of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any

interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid, or absent a standing written direction from the Issuer for the investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may make any investments permitted by the provisions of this section through its own bond department or investment department.

Section 7.03 Valuation of Funds. The Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

[END OF ARTICLE VII]

ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS

Section 8.01 Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) *Optional Redemption.* Bonds of a Series may be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the purchase price as provided in the related Supplemental Indenture.

(b) *Extraordinary Mandatory Redemption in Whole or in Part.* Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Account within the Bond Redemption Fund following the prepayment of Special Assessments on any portion of the Unit No. 9 Lands; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) if made applicable in the Supplemental Indenture with respect to a Series of Bonds, from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) if the following is made applicable by the terms of a Supplemental Indenture, from moneys, if any, on deposit in the Series Account within the Bond Redemption Fund pursuant to Section 9.12(c) hereof following condemnation or the sale of any portion of the Unit No. 9 Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to Section 9.12(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) *Mandatory Sinking Fund Redemption.* Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled Sinking Fund Installments shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

Section 8.02 Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice thereof, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. The Issuer shall, when it is directing the Trustee to mail such notice, provide written direction to the Trustee at least thirty (30) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send notice hereunder. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;
- (d) if less than all Outstanding Bonds of a Series are to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;
- (e) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for

redemption or purchase, and that interest thereon shall cease to accrue from and after said date; and

(f) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of an optional redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

Section 8.03 Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

Section 8.04 Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption

by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date.

[END OF ARTICLE VIII]

ARTICLE IX COVENANTS OF THE ISSUER

Section 9.01 Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

Section 9.02 Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE CITY, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE CITY, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

Section 9.03 Special Assessments; Re-Assessments.

(a) The Issuer shall levy Special Assessments, and, unless the Issuer collects the Special Assessments directly under the conditions set forth herein, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

Section 9.04 Method of Collection. Unless otherwise provided in the applicable Supplemental Indenture, Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the “Uniform Method”), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. Notwithstanding the foregoing, the Issuer shall not use the Uniform Method to collect Special Assessments levied against Unit No. 9 Lands should the Issuer determine that another method of collection is in the best interest of the Issuer. The Issuer shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the “Property Appraiser and Tax Collector Agreement”) in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method, is not required to collect Special Assessments pursuant to the Uniform Method in accordance with the provisions of this Section 9.04 or the District Manager determines that using the Uniform Method is not in the best interest of the Bondholders, the Issuer shall then collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

Section 9.05 Delinquent Special Assessments. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be

enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate and Sections 170.10, Florida Statutes, or otherwise as provided by law.

Section 9.06 Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens. If the Special Assessments levied and collected under the Uniform Method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys fees, if any), the property may then be purchased by the Issuer, to the extent the Issuer has available funds, for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys fees, if any), and the Issuer shall thereupon receive in its corporate name the title to the property for the benefit of the Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Registered Owners of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from Special Assessments assessed on such property. If directed by an owner of a majority of the Bonds Outstanding or if the Trustee or the Issuer shall so elect, the Issuer and the Trustee may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the Beneficial Owners of a majority of the Bonds of a Series so effected by such foreclosure, for the benefit of the Registered Owners. For as long as there is an Obligated Person, as defined under the Rule, then in addition to the Issuer, the decision to file a foreclosure action shall be made by a majority of the Holders of the Bonds so secured by the delinquent Special Assessments and such decision shall be communicated to the Issuer and Trustee in writing.

Section 9.07 Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.15

hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the Unit No. 9 Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. A signed copy of such audit shall be furnished to the Trustee (solely as a repository of such information) as soon as practicable after such audit shall become available and shall, upon written request, be mailed by the Issuer to any Registered Owner.

Section 9.08 Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund).

Section 9.09 Construction to be on Unit No. 9 Lands. Except for certain off-site improvements which are or may be outside the Unit No. 9 Lands and are required in order for the Unit No. 9 Lands to be developed, the Issuer covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

Section 9.10 Operation, Use and Maintenance of Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

Section 9.11 Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to each Project. The Issuer shall not, except as otherwise permitted in Section 9.17 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

Section 9.12 Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth hereinbelow.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of any Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to any Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to any Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of any Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into the Acquisition and Construction Fund, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) if so provided in the applicable Supplemental Indenture into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in

prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall deliver to the Trustee a certificate of compliance executed by the District Manager to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

Within the first six (6) months of each Fiscal Year the District Manager shall file with the Trustee a compliance certificate as confirmation of the insurance coverages relating to all Projects, such compliance certificate to include, without being limited thereto, a schedule of all insurance policies required by this Master Indenture and any Supplemental Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and the risks covered thereby. The Trustee shall have no duty to determine compliance by the Issuer with the requirements of this Section.

Section 9.13 Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.12 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

Section 9.14 Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

Section 9.15 Employment of Consulting Engineer.

The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

Section 9.16 Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, (a) except for those improvements comprising any Project that are to be conveyed by the Issuer to the City, the County, the State Department of Transportation or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber any Project, or any part thereof. Subject to the provisions of Section 9.22 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

Upon any sale of property relating to the Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of the Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement,

franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Revenue Fund.

Section 9.17 No Loss of Lien on Pledged Revenue. The Issuer shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

Section 9.18 Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

Section 9.19 Issuance of Additional Obligations. Except as otherwise provided herein and in the applicable Supplemental Indenture the Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues.

Section 9.20 Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

Section 9.21 Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

Section 9.22 Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes (“Tax-Exempt Bonds”) which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with all requirements of the Code and related regulations throughout the term of such Tax-Exempt Bonds necessary to maintain the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of

Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

Section 9.23 Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 9.24 Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or the Developer (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.24. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

[END OF ARTICLE IX]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

Section 10.02 Events of Default Defined. Each of the following shall be an “Event of Default” under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act which may be determined as to each Series of Bonds solely by the Majority Owners of each such Series; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture; or

(g) if at any time the amount in the Debt Service Reserve Fund or any Account therein is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Bonds of any Series and such amount has not been restored within thirty (30) days of such withdrawal.

Section 10.03 No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration unless the Special Assessments securing such Bonds are accelerated. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series of Bonds agree to such redemption.

Section 10.04 Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee may, and upon the written request of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;

(b) bring suit upon the Series of Bonds;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

Section 10.05 Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

Section 10.06 Bondholders May Direct Proceedings. The Holders of a majority in aggregate principal amount of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

Section 10.07 Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds of the applicable Series shall have requested the Trustee, in writing, to

exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

Section 10.08 Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

Section 10.09 Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10.10 Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

Section 10.11 Application of Moneys in Event of Default. Any moneys held by the Trustee or received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

(a) to the payment of the fees and costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including counsel fees, expenses and any disbursements of the Trustee and the Paying Agent, and to the payment of any other unpaid fees owed to the Trustee.

(b) unless the principal of all of the Bonds of such Series shall have become or shall have been declared due and payable then:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

If the principal of all Bonds of a Series shall have become due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

Section 10.12 Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide, subject to the provisions hereof, such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State.

Section 10.13 Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

[END OF ARTICLE X]

ARTICLE XI

THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

Section 11.01 Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto and the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee.

Section 11.02 No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

Section 11.03 Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder; the Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder.

Section 11.04 Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct, negligence or breach of its obligations hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by it or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly provide a statement of any moneys the Trustee has deducted in amounts owing to it. The provision for indemnity shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

Section 11.05 No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 11.06 Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 11.07 being defined to include the events specified as "Events of Default" in Article

X hereof, but not including any notice or periods of grace provided for therein); provided that, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

Section 11.07 Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it. The Trustee shall have no liability for actions taken at the direction of a majority in principal amount of the Outstanding Bonds subject to remedial action.

Section 11.08 Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, facsimile transmission, request, legal or expert advice or opinion, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement and shall have no liability for relying upon the same in acting or not acting as provided herein.

Section 11.09 Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

Section 11.10 Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

Section 11.11 Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

Section 11.12 Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding.

Section 11.13 Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Holders of a majority in aggregate principal amount of all Bonds then Outstanding may appoint a successor Trustee.

Section 11.14 Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$75,000,000.

Section 11.15 Instruments of Succession. Except as provided in Section 11.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting

such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights to indemnity under Section 11.04 hereof.

Section 11.16 Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Trustee under this Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee.

Section 11.17 Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09 and 11.10 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

Section 11.18 Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

Section 11.19 Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying

Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

Section 11.20 Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

Section 11.21 Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$75,000,000.

Section 11.22 Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

Section 11.23 Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, except as provided in Section 11.24 hereof, such predecessor Paying Agent or Registrar and the Issuer shall execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the

estates, property, rights and powers hereunder of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

Section 11.24 Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

Section 11.25 Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[END OF ARTICLE XI]

ARTICLE XII
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

Section 12.01 Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

[END OF ARTICLE XII]

ARTICLE XIII AMENDMENTS AND SUPPLEMENTS

Section 13.01 Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the County, the City, or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders;

(d) to make such changes as may be deemed necessary or desirable as determined by the Issuer in order to provide for the issuance of a Series of Bonds to refund a portion of a Series of Bonds or for the completion of a Project financed with such Series of Bonds, on a parity with the Outstanding Bonds of such Series;

(e) to make any change in connection with the issuance of a new Series of Bonds if such change affects only such Series of Bonds; and

(f) to make such changes as may be necessary in order to reflect amendments to the Act, Chapter 170, 197 or 298, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

Section 13.02 Amendments With Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) except as otherwise provided in

this section, the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

Section 13.03 Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any supplemental indenture or amendment permitted by this Article XIII and in so doing is entitled to require and to rely on a written opinion of Counsel, at the expense of the Issuer, that such supplemental indenture or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done.

[END OF ARTICLE XIII]

ARTICLE XIV DEFEASANCE

Section 14.01 Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the “Escrow Agent”) moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

Section 14.02 Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent a verification from a firm of independent certified public accountants or other qualified independent consultant stating that the principal of and interest on the Defeasance Securities, together with the stated amount of

any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds.

Money so deposited with the Escrow Agent which remains unclaimed three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, shall, if so directed by the Issuer, at the expense of the Issuer, cause a notice to be published in an authorized newspaper, or financial publication selected by the Issuer stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

[END OF ARTICLE XIV]

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.01 Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

Section 15.02 Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Section 15.03 No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds.

Section 15.04 Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

Section 15.05 Substitute Notice. If for any reason it shall be impossible to make duplication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made as Counsel to the Issuer deems shall constitute a sufficient publication of such notice.

Section 15.06 Notices. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture or any Supplemental Indenture if and when personally delivered and receipted for, or if mailed by first class mail, addressed as follows:

(a) As to the Issuer -

West Villages Improvement District
c/o District Manager
2501A Burns Road
Palm Beach Gardens, FL 33410

(b) As to the Trustee -

U.S. Bank Trust Company, N.A.
550 W. Cypress Creek, Rd., Ste. #380
Ft. Lauderdale, FL 33309

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under this Master Indenture or any Supplemental Indenture are to be sent.

The Trustee agrees to accept and act upon Electronic Notice of written instructions and/or direction pursuant to this Master Indenture. If the party sending the Electronic Notice elects to give the Trustee email or facsimile instructions (or instructions by a similar method), the Trustee's reasonable understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions, notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer, the Bondholders or any other party sending such Electronic Notice pursuant to this Master Indenture agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by a digital signature provider as specified in writing to Trustee by an Officer's Certificate), in English. The Issuer agrees to assume all risks arising out of the use of using digital signatures to submit communications to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing.

Section 15.07 Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

Section 15.08 Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 15.09 Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 15.10 Counterparts. This Master Indenture and any Supplemental Indentures may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 15.11 Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, West Villages Improvement District has caused this Master Indenture to be executed by the Vice-Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank Trust Company, N.A. has caused this Master Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

WEST VILLAGES IMPROVEMENT
DISTRICT

Attest:

By: _____
Title: Vice-Chairperson, Board of
Supervisors

By _____
Title: Secretary, Board of Supervisors

U.S. BANK TRUST COMPANY, N.A., As
Trustee, Paying Agent and Registrar

By: _____
Title: Assistant Vice President

U.S. Bank Trust Company, N.A., as Trustee

WEST VILLAGES IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
(UNIT OF DEVELOPMENT NO. 9), SERIES ____

(Acquisition and Construction)

The undersigned, a Responsible Officer of the West Villages Improvement District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and U.S. Bank Trust Company, N.A., as trustee (the “Trustee”), dated as of ____ 1, 2022, as supplemented by that certain ____ Supplemental Trust Indenture dated as of ____ 1, 20__ (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number;
- (B) Name of Payee;
- (C) Amount Payable;
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Account from which disbursement to be made:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the ____ Project;
4. each disbursement represents a Cost of the ____ Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the Issuer.

WEST VILLAGES IMPROVEMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the ____ Project and consists of improvements available for use by the general public and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Series ____ Project improvements being acquired from the proceeds of the Series ____ Bonds have been completed in accordance with the plans and specifications therefor; (iii) the ____ Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the Issuer for the ____ Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the ____ Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

District Engineer