

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

March 31, 2020

REGULAR MEETING AGENDA

West Port Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 334313
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 24, 2020

Board of Supervisors
West Port Community Development District

Dear Board Members:

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 2144145

The Board of Supervisors of the West Port Community Development District will hold a Regular Meeting on March 31, 2020, at 1:00 p.m., at the offices of Banks Engineering, 4161 Tamiami Trail Building 5, Unit 501, Port Charlotte, Florida 33952 The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Matters Regarding Bond Financing
 - A. Presentation of Supplemental Engineer's Report
 - B. Presentation of First Supplemental Special Assessment Methodology Report
 - C. Resolution 2020-35, Supplemental Assessment Resolution [A Resolution Setting Forth the Specific Terms of the District's \$6,735,000 Special Assessment Bonds, Series 2020; Making Certain Additional findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the 2020 Bonds; Addressing the Allocation and Collection of the Assessments Securing the 2020 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date]
 - D. Consideration of Issuer's Counsel Documents
 - I. Acquisition and Advanced Funding Agreement
 - II. Completion Agreement
 - III. True-Up Agreement
 - IV. Collateral Assignment Agreement
 - V. Declaration of Consent - Assessment Area One
 - VI. Declaration of Consent - Assessment Areas Two/Three

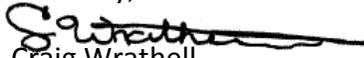
- VII. Disclosure of Public Finance
- VIII. Notice of Special Assessments
- 4. Authorization for Construction Matters
 - A. Assignment of Site Work Contract
 - B. Acquisition of Work Product
- 5. Consideration of Resolution 2020-32, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District and Providing for an Effective Date
- 6. Consideration of Resolution 2020-06, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
- 7. Acceptance of Unaudited Financial Statements as of January 31, 2020
- 8. Consideration of February 19, 2020 Public Hearings and Regular Meeting Minutes
- 9. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

“Further, please be advised that the Florida Governor’s Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. Those with weakened immune systems may want to avoid the District’s meeting in order to avoid a potential exposure to the virus.”

“That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can dial in at **1-888-354-0094, Conference ID: 2144145**. Additionally, participants are encouraged to submit questions and comments to the District’s manager at 561-571-0010.”

I look forward to seeing all of you at the upcoming meeting. should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
District Manager

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3A

SUPPLEMENTAL ENGINEER'S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
(ASSESSMENT AREA ONE 2020 PROJECT)

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

February 6, 2020
(As Revised on March 10, 2020)

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT – ASSESSMENT AREA ONE 2020 PROJECT

1. INTRODUCTION

This report is being prepared as a supplement to the original District Engineer's Report dated October 30, 2019 ("**Original Engineer's Report**") for the West Port Community Development District ("**District**"), in order to provide for an Opinion of Probable Cost for the portion of the Assessment Area One Project to begin in 2020 ("**The 2020 Project**").

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

The Original Engineer's Report accurately describes the District boundaries, as well as the Assessment Area One boundary. The 2020 Project will consist of the public infrastructure that is part of the District's overall improvement plan ("**CIP**") serving Assessment Area One and is necessary for the development of the first 320 residential units within Assessment Area One, which is currently planned for 431 residential units in total. Here are the planned units associated with the 2020 Project:

Table 1

Pod	Product	Phase 1	Phase 2	TOTAL
B	50'	104	0	104
H	40'	42	67	109
H	50'	40	67	107
	TOTAL	186	134	320

Note that the existing infrastructure within the District is correctly described within Section 2.3 of the Original Engineer's Report.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

As noted in the Original Engineer's Report, the Assessment Area One Project, and the 2020 Project (which is a part of the Assessment Area One Project), is part of the overall CIP. Such infrastructure will consist of: Shared Offsite Improvements, Roadways, Stormwater Management, Utilities, Irrigation, Landscaping, Undergrounding of Conduit, Amenities and Professional Services. The Shared Offsite Improvements benefit lands both within and outside Assessment Area One, but the balance of the improvements function as a system of improvements within Assessment Area One, benefitting all lands within Assessment Area One.

There are no proposed changes relative to the proposed capital improvement plan as described in Section 3 of the Original Engineer’s Report.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

The opinion of probable costs presented in Table 3 of the Original Engineer’s Report is factually accurate. More specifically, the work included within the 2020 Project, and the costs associated with that work is a portion of the Assessment Area One costs outlined in Table 3 of the Original Engineer’s Report. The cost to construct the 2020 Project will not cause a change in the overall Assessment Area One Costs as outlined in the Original Engineer’s Report, and are enumerated in Table 2, below.

It is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing, both for the 2020 Project.

TABLE 2

Table 2 represents the total cost of the District’s CIP per the Original Engineer’s Report.

<u>Facility Description</u>	<u>ASSESSMENT AREA 1</u>	<u>2020 Project Cost</u>	<u>Remainder of AA 1</u>
	<u>TOTAL COST</u>	<u>(320 lots)</u>	<u>Costs (111 lots)</u>
Shared Offsite Improvements**	\$215,000	\$159,628	\$55,372
Roadways	\$2,000,000	\$1,000,000	\$1,000,000
Stormwater Management	\$3,750,000	\$2,250,000	\$1,500,000
Utilities (Water and Sewer)***	\$4,650,000	\$4,076,560	\$573,440
Hardscape/Landscaping/ Irrigation/Lighting	\$1,050,000	\$525,000	\$525,000
Streetlights/Underground Electric	\$400,000	\$200,000	\$200,000
Amenity	\$400,000	\$300,000	\$100,000
Professional Services	\$825,000	\$525,000	\$300,000
Contingency (10%)	\$1,350,000	\$810,000	\$540,000
TOTAL	\$14,640,000	\$9,846,188	\$4,793,812

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

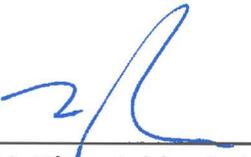
** Portions of the items noted represent “master costs” that benefit all lands within the District and, accordingly, a portion of such costs are allocated to future phases of the overall CIP. All other items for the Assessment Area One 2020 Project are allocable only to Assessment Area One.

***This cost includes Utility Connection Fees for the 2020 Project which are based on an estimate and are subject to change based on prevailing rates as determined by Charlotte County.

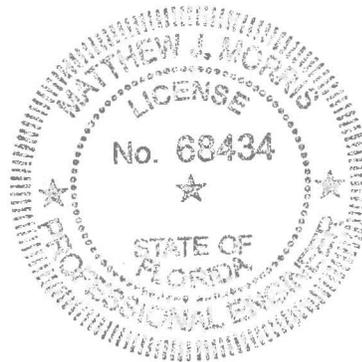
5. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the 2020 Project are currently under review by respective governmental authorities, and are anticipated to be obtained in due course.

It is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the 2020 Project is feasible; and (3) that the assessable property within 2020 Project Area will receive a special benefit from the 2020 Project that is at least equal to such costs. Note that, during development and implementation of the 2020 Project, it may be necessary to make modifications and/or deviations from the District's plans, and the District expressly reserves the right to do so.



Matthew J. Morris, P.E. 3/10/20 Date
FL License No. 68434



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW	
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/10	Revised Boundary	JCM	
David A. Williams		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768	
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-DS.DWG LAST SAVED BY: EHYATT			
			01 of 02

Description Sketch

(Not A Survey)

NORTH CHARLOTTE REGIONAL PARK

NORTH BOUNDARY OF NORTH CHARLOTTE REGIONAL PARK

S89°27'00"E 1230.97'

2504.94'

N00°20'51"W

ASSESSMENT AREA 1A
(AREA = 79.75 ACRES.±)

500°30'25"E

2002.10'

FLAMINGO WATERWAY

C2

L2

775.34'

S10°12'47"W

EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 11

POINT OF BEGINNING

N 15°49'23" E
537.95'

NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (BASIS OF BEARINGS)

STATE ROAD 776

POINT OF COMMENCEMENT SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 11

S 69°10'05" W
408.28'

N 00°29'33" W
273.78'

11

12

14

13



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.64°16'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.86 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

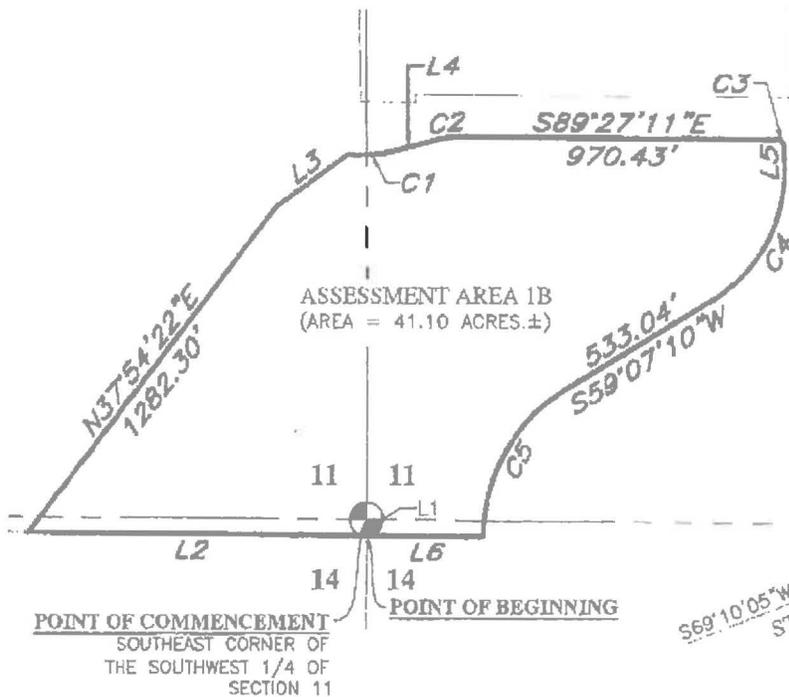
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared For: Morris Engineering																			
PHASE: Assessment Area 1B		(Not A Survey)																			
DRAWN: JCM	DATE: 10/30/19			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768																	
CHECKED BY: DAW		 GeoPoint Surveying, Inc.																			
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			01 of 02																		

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	59°26'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	58°46'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3B

West Port

COMMUNITY DEVELOPMENT DISTRICT

First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)

March 10, 2020



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated October 30, 2019 and to provide a supplemental financing plan and a supplemental special assessment methodology for the first two phases of development within the Assessment Area One (the “Assessment Area 1”) portion of the West Port Community Development District (the “District”). The District is located in unincorporated Charlotte County and is comprised on three separate component parts each known as the Assessment Area 1, Assessment Area 2/3 (the “Assessment Area 2/3”), and Assessment Area 4 (the “Assessment Area 4”). This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District for the Phase 1 (the “Phase 1”) and Phase 2 (the “Phase 2” and cumulatively with the Phase 1 the “Phases 1 and 2”) of the Assessment Area 1.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District’s overall “Capital Improvement Plan” described in the Engineer’s Report (the “Engineer’s Report”) prepared by Morris Engineering and Consulting LLC (the “District Engineer”) dated October 30, 2019 as supplemented by the Supplemental Engineer’s Report (Assessment Area One 2020 Project) dated February 6, 2020 (the “Supplemental Engineer’s Report”) also prepared by the District Engineer and subsequently revised on March 10, 2020. This First Supplemental Report describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Capital Improvement Plan projected to begin in 2020 and related to the Phases 1 and 2 of the Assessment Area 1 and referred to in the Supplemental Engineer’s Report as the 2020 Project (the “2020 Project”). As noted in the First Supplemental Report, the 2020 Project is intended to serve the first 320 residential units in Assessment Area 1, which is expected to be developed in multiple phases.

1.3 Special Benefits and General Benefits

The Assessment Area One Project, of which the 2020 Project is a part, functions as a system of improvements serving all lands within Assessment Area 1, and accordingly the 2020 Project is part of that system benefitting all of Assessment Area 1. Improvements undertaken and funded by the District as part of the 2020 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area 1 within the District, as well as general benefits for properties outside of the Assessment Area 1 and also outside

of the District, as well as to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the Assessment Area 1. The District's 2020 Project enables properties within the Assessment Area 1 to be developed.

There is no doubt that the general public and owners of property outside the Assessment Area 1 will benefit from the provision of the 2020 Project. However, these benefits are only incidental since the 2020 Project is designed solely to provide special benefits peculiar to property within the Assessment Area 1. Properties outside of the Assessment Area 1 are not directly served by the 2020 Project and do not depend upon the 2020 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties within the Assessment Area 1 receive compared to those lying outside of the Assessment Area 1's boundaries.

The 2020 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Assessment Area 1 developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Assessment Area 1 to increase by more than the sum of the financed cost of the 2020 Project. Even though the exact value of the benefits provided by the 2020 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed for the Phases 1 and 2.

Section Three provides a summary of the 2020 Project as determined by the District Engineer.

Section Four discusses the financing program for the Phases 1 and 2.

Section Five introduces the supplemental special assessment methodology for the Phases 1 and 2.

2.0 Development Program

2.1 Overview

The District will serve the West Port development (the "Development" or "West Port"), a master planned, mixed-use development located in unincorporated Charlotte County. The land within the District consists of approximately 434.67 +/- acres of land generally located between El Jobean (State Road 776) and US 41 east of Biscayne Drive. The Assessment Area 1 comprises of a total of 120.85 +/- gross acres within

two distinct land parcels, one parcel referred to as Pod H with an area of 79.75 +/- gross acres and another parcel referred to as Pod B with an area of 41.10 +/- gross acres. As noted below, the Assessment Area 1 Project consists of multiple phases that will be developed within Pods H and B. Phases 1 and 2 are intended to be developed into the first 320 lots within the Assessment Area 1 and within portions of Pods H and B, but are not planned to occupy the entirety of the land within the Assessment Area 1.

2.2 The Development Program

As first described in *Section 1.1*, the development of West Port is projected to be conducted within three (3) separate geographical areas referred to as Assessment Area 1, Assessment Area 2/3 and Assessment Area 4. The development within the three (3) assessment areas will be conducted by at least three (3) separate landowners and developers. Based upon the information provided by the developer of land within the Assessment Area 1 (the "Area 1 Developer"), the development within the Assessment Area 1 is projected to occur over a multi-year period and be conducted in three (3) or more phases, with Phases 1 and 2 constituting the first phases projected to be commenced in 2020. According to the Area 1 Developer, Assessment Area 1 is currently projected to be developed with a total of 431 residential units, with Phases 1 and 2 accounting for a total of 320 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the projected development plan for the Phases 1 and 2 while Exhibit A illustrates the boundaries and location of Assessment Area 1.

Please note that the exact location of the planned 320 residential units comprising Phases 1 and 2 will not be known until such time when units are platted. That said, for purposes herein, the portion of the Assessment Area 1 where the 320 residential units comprising Phases 1 and 2 will be located will be referred to as the Assessment Area 1: Phases 1 and 2, and that upon platting of all 320 planned units within the Assessment Area 1: Phases 1 and 2, the remaining balance of unplatted land within the Assessment Area 1 will be referred to as the Assessment Area 1: Future Phases. Further, the Assessment Area 1: Future Phases may be further subdivided into additional, individual Assessment Areas as stated in *Section 2.2* of the Master Report.

3.0 The 2020 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report and Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under

the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

As described by the District Engineer in the Engineer's Report, as well as previously described in the Master Report, the Capital Improvement Plan needed to serve the District is projected to consist of three (3) separate projects, with each project serving the infrastructure needs of each of the three (3) assessment areas within the District. Certain portions of the Capital Improvement Plan includes improvements that are projected to be shared between and benefit all assessment areas, referred to as "Master Improvements", as well as improvements that are projected to be unique to each assessment area, and consequently benefit only that particular assessment area, referred to as "Neighborhood Improvements".

The Master Improvements are projected to include shared off-site transportation improvements while the Neighborhood Improvements are projected to consist of roadways, stormwater management, water and sewer utilities, hardscape/landscape/irrigation/lighting, the differential cost of undergrounding electric utilities, and amenity (public parks). According to the District Engineer, the total cost of the Capital Improvement Plan will be approximately \$36,050,000, including a total of \$14,640,000 for the Assessment Area 1 (the "Assessment Area 1 Project"), with the total cost of the Master Improvements being \$750,000, including a total of \$215,000 for Assessment Area 1, and total cost of the Neighborhood Improvements being \$35,300,000, including a total of \$14,425,000 for Assessment Area 1. Within each of Assessment Area 1 and Assessment Area 2/3, the Neighborhood Improvements will comprise an interrelated system of improvements serving only those lands within the respective assessment area. As a practical matter, and because the Neighborhood Improvements within Assessment Area 1 function as a system of improvements benefitting all developable lands within Assessment Area 1, any unfunded amount of the 2020 Project may be funded from a future bond series secured by special assessments levied on the remaining lands within Assessment Area 1.

3.3 The 2020 Project

As described by the District Engineer in the Supplemental Engineer's Report, the 2020 Project is that portion of the Assessment Area 1 Project anticipated to begin in 2020 that will be necessary for the development of the first 320 residential units within Assessment Area 1. The infrastructure will consist of shared off-site transportation improvements, which are part of the Master Improvements described in *Section 3.2*, as well as roadways, stormwater management, water and sewer utilities, hardscape/ landscape/irrigation/lighting, the differential cost of undergrounding electric utilities, and amenity (public parks), which are part of Neighborhood Improvements also described in *Section 3.2*. According to the District Engineer, the total cost of the 2020 Project is estimated at \$9,846,188, with Master Improvements estimated to total

\$159,628, and Neighborhood Improvements estimated to total \$9,686,560. Table 2 in the *Appendix* illustrates the specific components of the 2020 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the Phases 1 and 2 of Assessment Area 1. It is the District's intention to finance a portion of the costs of the 2020 Project with proceeds of its Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (the "Bonds") in the principal amount estimated at \$6,735,000. The Bonds will finance infrastructure construction/acquisition costs in the approximate amount of \$6,039,294.77.

As the Bonds will finance only a portion of the costs of the 2020 Project in the total amount of approximately \$6,039,294.77, the District expects that the Area 1 Developer will contribute to the District infrastructure valued at \$3,806,893.23 (including a minimum of \$1,426,560 in the form of cash payment equal to the amount of utility impact fees needed to be paid by the District to Charlotte County Utilities), which as mentioned above in *Section 3.2* may be funded by the Developer or by a future bond series.

4.2 Types of Bonds

The supplemental financing plan for the District provides for the issuance of the Bonds in the principal amount of \$6,735,000 to finance approximately \$6,039,294.77 in costs of the 2020 Project. As projected under this Supplemental Report, the Bonds are structured to be repaid in no more than 30 annual installments following an approximately 13-month capitalized interest period. Interest payments on the Bonds will be made every May 1 and November 1, and principal payments on the Bonds will be made every May 1.

In order to finance the improvement and other costs, the District needs to borrow more funds and incur indebtedness in the total amount of \$6,735,000. The difference between the project costs and financing costs is comprised of funding for the debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Final sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds which are necessary to construct/acquire the infrastructure improvements which are

part of the 2020 Project outlined in *Section 3.3* and described in more detail in the Supplemental Engineer's Report. Thus, improvements undertaken and funded by the District as part of the 2020 Project lead to special and peculiar benefits and general benefits, with special and peculiar benefits accruing to properties within Assessment Area 1 within the District and general benefits accruing to properties outside of Assessment Area 1 and also outside of the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the 2020 Project. All properties within Assessment Area 1 of the District that receive special and peculiar benefits from the 2020 Project, which are the first 320 residential units platted within Assessment Area 1, will be assessed for their fair share of the debt issued in order to finance the 2020 Project.

5.2 Benefit Allocation

The current development plan for the Phases 1 and 2 envisions the development of a total of 320 residential single-family units, although unit numbers and land use types may change throughout the development period.

Within Assessment Area 1, the improvements that comprise the 2020 Project will comprise an interrelated system of improvements together with future projects within Assessment Area 1, which means all of the improvements will serve the area within Assessment Area 1, and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the land uses will benefit from each improvement category, as the improvements provide basic infrastructure to all assessable land within Assessment Area 1 and benefit all assessable land within Assessment Area 1 as an integrated system of improvements. The Master Improvements comprising the 2020 Project will also provide benefit to the other assessment areas within the District.

As stated previously, public improvements that comprise the 2020 Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area 1, as without such public improvements, the development of the properties within Assessment Area 1 would not be possible. Based upon the connection between the public improvements and the special and peculiar benefits to the land within Assessment Area 1, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

As first proposed in the Master Report, the benefit associated with the 2020 Project is proposed to be allocated to the residential single-family

units uniformly, with each residential single-family unit assigned the same unitary value of a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the various types of residential single-family units contemplated to be developed within Assessment Area 1, the total ERU counts for, and the share of the benefit received by each land use.

Using the ERU benefit allocations developed in Table 4 in the *Appendix* and applying them to the total cost estimate of the 2020 Project of \$9,846,188, Table 5 in the *Appendix* illustrates the allocation of benefit of the 2020 Project to the residential single-family unit proposed to be developed in Assessment Area 1. The portion of the 2020 Project not funded by the 2020 Bonds in the total amount of \$3,806,893.23 will be funded by the Developer pursuant to a completion agreement with the District, or funded from future bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the "Bond Assessments") in accordance with the cost allocations shown in Table 4 in the *Appendix*.

Should the number of and types of land uses of properties change in the future, the District will apply the methodology described in this Section to calculate the resulting number of ERUs in accordance with the Master Methodology after the changes and evaluate the impact of such changes as described in *Section 5.6*.

5.3 Assigning Bond Assessments

As the land within Assessment Area 1 of the District is not yet platted for its intended final use and the precise location of the different residential single-family units within Phases 1 and 2 by lot or parcel is unknown, the Bond Assessments will initially be levied on all of the land within Assessment Area 1 on an equal pro-rata gross acre basis. For instance, the Bond Assessments of \$6,735,000 will be preliminarily levied on approximately 120.85 +/- gross acres in all of Assessment Area 1 at a rate of \$55,730.24 per gross acre.

When the land within Assessment Area 1 is platted, the Bond Assessments will be allocated to each platted residential parcel on a first-platted, first-assigned basis as reflected in Table 6 in the *Appendix*. Such allocation of Bond Assessments from unplatted gross acres will reduce the amount of Bond Assessments levied on unplatted gross acres within Assessment Area 1 until such time that the total amount of the Bond Assessments has been allocated to all 320 platted residential single-family units within Phases 1 and 2.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document

to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area 1. The improvements that are part of the 2020 Project benefit assessable properties within Assessment Area 1, and accrue to all such assessable properties on an ERU basis.

Public improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area 1. The special and peculiar benefits resulting from each public improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public improvements which are part of the 2020 Project make the assessable land in the District developable and saleable and when implemented jointly as parts of the 2020 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area 1 according to reasonable estimates of the special and peculiar benefits derived from the 2020 Project. Accordingly, no acre or parcel of property within Assessment Area 1 will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Area 1 Developer prior to construction. As development occurs it is possible that the development plan may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. Please note that in addition to the parameters set forth herein, any true-up consideration will also involve verification that after such true-up payment assessment levels do not exceed the maximum assessment levels established in the Master Report.

This mechanism is to be utilized to ensure that the Bond Assessments on a unit basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology as contemplated in this First Supplemental Report and illustrated in Table 6 in the *Appendix*.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Assessment Area 1, the Bond Assessments for land that remains unplatted within Assessment Area 1 is equal to the levels shown in Table 6 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Phases 1 and 2 within Assessment Area 1, the Bond Assessments for land that remains unplatted within Assessment Area 1 is equal to less than the levels in shown in Table 6 in the *Appendix* (a result of an overall larger number of units), then the per unit Bond Assessments for all units within Assessment Area 1 will be lowered if that state persists at the conclusion of platting of all land within Assessment Area 1, or shall otherwise be adjusted to the to the extent permitted by Florida law and in the District's sole discretion.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Assessment Area 1, the Bond Assessments for land that remains unplatted¹ within Assessment Area 1 is equal to more than the levels in shown in Table 6 in the *Appendix* (as a result of an overall smaller number of units), taking into account any future development plans for the unplatted lands – in the District's reasonable discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of Bond Assessments on the unplatted land within Assessment Area 1 to occur. Such a collection right

¹ For example, if the first platting in Assessment Area 1 includes 50 SF 50' lots and 109 SF 40' lots, which equates to a total allocation of \$3,346,453.13 in Bond Assessments, then the remaining unplatted land within the Assessment Area 1 would be required to absorb 161 SF 50' lots, or \$3,388,546.88 in Bond Assessments. If the remaining unplatted land within Assessment Area 1 would only be able to absorb 150 SF 50' lots, or \$3,157,031.25 in Bond Assessments, then a true-up, payable by the owner of the land subject to the initial plat, would be due in the amount of \$231,515.63 in Bond Assessments plus accrued interest.

exists as part of the applicable assessment liens established hereunder, and an additional collection right may also exist pursuant to true-up agreement(s) to be entered into between the District and the Area 1 Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption of the Bonds a true-up payment equal to the difference between the actual Bond Assessments per unit and the Bond Assessments as illustrated in Table 6 in the *Appendix* plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be calculated to the following interest payment date (or such other time as set forth in the supplemental indenture for the Bonds secured by the Bond Assessments). Please note that any “true-up”, as described herein may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such assessment levels.

In addition to platting of property within the Assessment Area 1, any planned sale of an unplatted parcel within Assessment Area 1 to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessments per unit for land that remains unplatted within Assessment Area 1 remains equal to the levels in shown in Table 6 in the *Appendix*. The test will be based upon the development rights as signified by the number of units and types of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

Note that, in the event that the 2020 Project is not completed, certain contributions are not made, or under certain other circumstances, the District may be required to reallocate the Bond Assessments.

5.7 Assessment Roll

Bond Assessments in the principal amount of \$6,735,000 are proposed to be levied over the Assessment Area 1 as described in Exhibit A. Excluding any capitalized interest period, debt service assessment shall be paid in no more than thirty (30) yearly installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's 2020 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Area 1 Developer. The allocation Methodology described herein was

based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Series 2020 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

West Port

Community Development District

Development Plan

Land Use	Pod	Number of Units		Total
		Phase 1	Phase 2	
SF 50'	B	104	0	104
SF 40'	H	42	67	109
SF 50'	H	40	67	107
Total		186	134	320

Table 2

West Port

Community Development District

Capital Improvement Program

Improvement	2020 Project
Master Improvements	
Shared Off-Site Improvements	\$159,628
Neighborhood Improvements	
Neighborhood Roadways	\$1,000,000
Stormwater Management	\$2,250,000
Utilities (Water, Sewer, Reclaimed)	\$4,076,560
Hardscape/Landscape/Irrigation/Lighting	\$525,000
Streetlighting/Underground Electric	\$200,000
Amenity (Parks)	\$300,000
Professional Services	\$525,000
Contingency	\$810,000
Total	\$9,846,188

Table 3

West Port

Community Development District

Sources and Uses of Funds

Sources

Bond Proceeds:

Par Amount	\$6,735,000.00
Premium	\$88,385.00
Total Sources	\$6,823,385.00

Uses

Project Fund Deposits:

2020 Project	\$6,039,294.77
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Other Fund Deposits:

Debt Service Reserve Fund	\$191,950.00
Capitalized Interest Fund	\$272,940.23
	\$464,890.23

Delivery Date Expenses:

Costs of Issuance	\$184,500.00
Underwriter's Discount	\$134,700.00
	\$319,200.00

Total Uses	\$6,823,385.00
-------------------	-----------------------

Table 4

West Port

Community Development District

Benefit Allocation

Land Use	Number of Units	ERU Weight per		Total ERU	Percent Share of Total
		Unit			
SF 50'	104	1.00		104.00	32.50%
SF 40'	109	1.00		109.00	34.06%
SF 50'	107	1.00		107.00	33.44%
Total	320			320.00	100.00%

Table 5

West Port

Community Development District

2020 Project Cost Allocation

Land Use	Number of Units	2020 Project Cost		2020 Project Cost Contribution by Area 1 Developer**
		Allocation*	Costs Financeable by Bonds	
SF 50'	104	\$3,200,011.10	\$1,962,770.80	\$1,237,240.30
SF 40'	109	\$3,353,857.79	\$2,057,134.78	\$1,296,723.01
SF 50'	107	\$3,292,319.11	\$2,019,389.19	\$1,272,929.92
Total	320	\$9,846,188.00	\$6,039,294.77	\$3,806,893.23

* Please note that cost allocations herein are based on ERU benefit allocations in Table 4

** Please note that a minimum of \$1,426,560 of the total amount of the Contribution by Area 1 Developer shall be in the form of cash payment to be deposited into the Series 2020 Acquisition and Construction Account. Such cash contribution in the amount of at least \$1,426,560 is equal to the amount of utility impact fees needed to be paid by the District to Charlotte County Utilities.

Table 6

West Port

Community Development District

Bond Assessments Apportionment

Land Use	Number of Units	Capital Improvement Plan Cost Allocation	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Debt Service per Unit*	Annual Bond Assessments Debt Service per Unit**
SF 50'	104	\$1,962,770.80	\$2,188,875.00	\$21,046.88	\$1,199.69	\$1,276.26
SF 40'	109	\$2,057,134.78	\$2,294,109.38	\$21,046.88	\$1,199.69	\$1,276.26
SF 50'	107	\$2,019,389.19	\$2,252,015.63	\$21,046.88	\$1,199.69	\$1,276.26
Total	320	\$6,039,294.77	\$6,735,000.00			

* Excludes costs of collection and early payment discount allowance

** Includes costs of collection and early payment discount allowance

Exhibit A

Bond Assessments in the principal amount of \$6,735,000 are proposed to be levied over the area as described below designating Assessment Area 1:

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

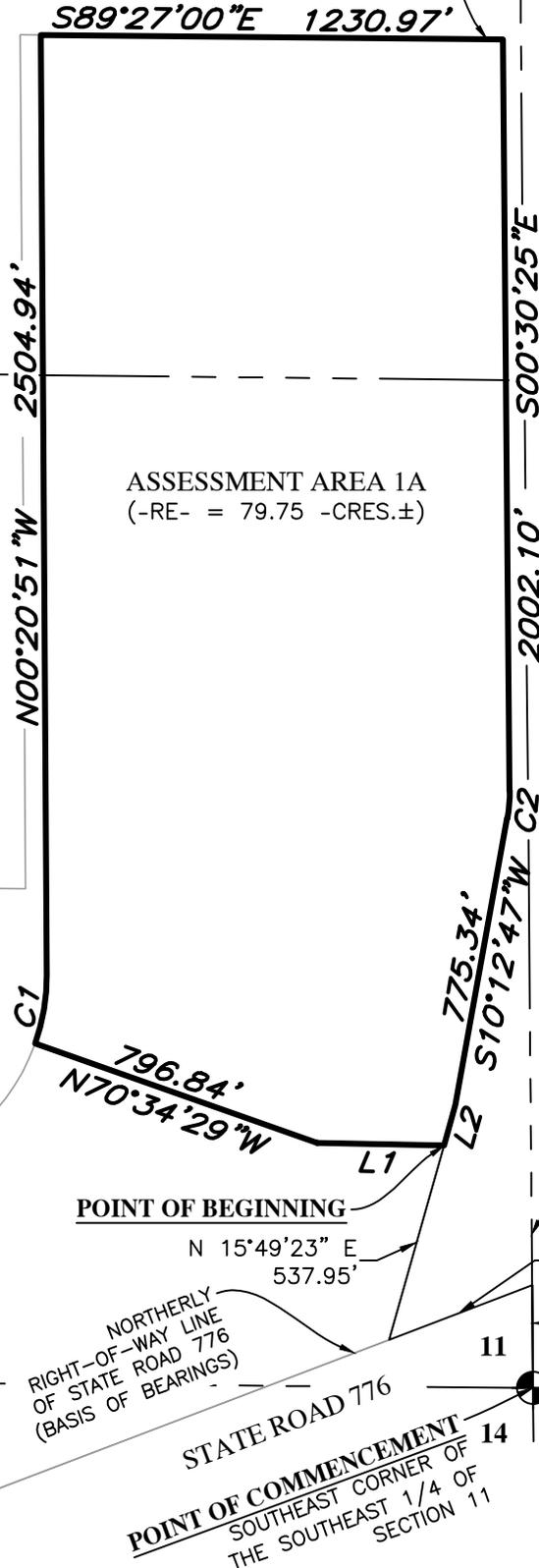
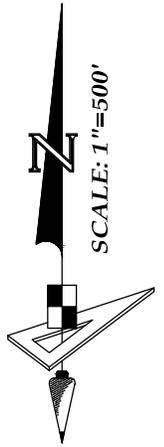
PROJECT: West Port		Prepared For: Morris Engineering	
PH-SE: Assessment Area 1A		(Not A Survey)	
DR- N: JCM	D-TE: 10/30/19		
REVISIONS			
D-TE	DESCRIPTION	DR- N	BY
12/12/19	Revised Boundary		JCM
David A. Williams		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 GeoPoint Surveying, Inc.	
FLORID- PROFESSION-L SURVEYOR & M-PPER NO. LS6423			

Description Sketch

(Not A Survey)

**NORTH CHARLOTTE
REGIONAL PARK**

NORTH BOUND-RY OF
NORTH CH-RLOTTE REGION-L PARK



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

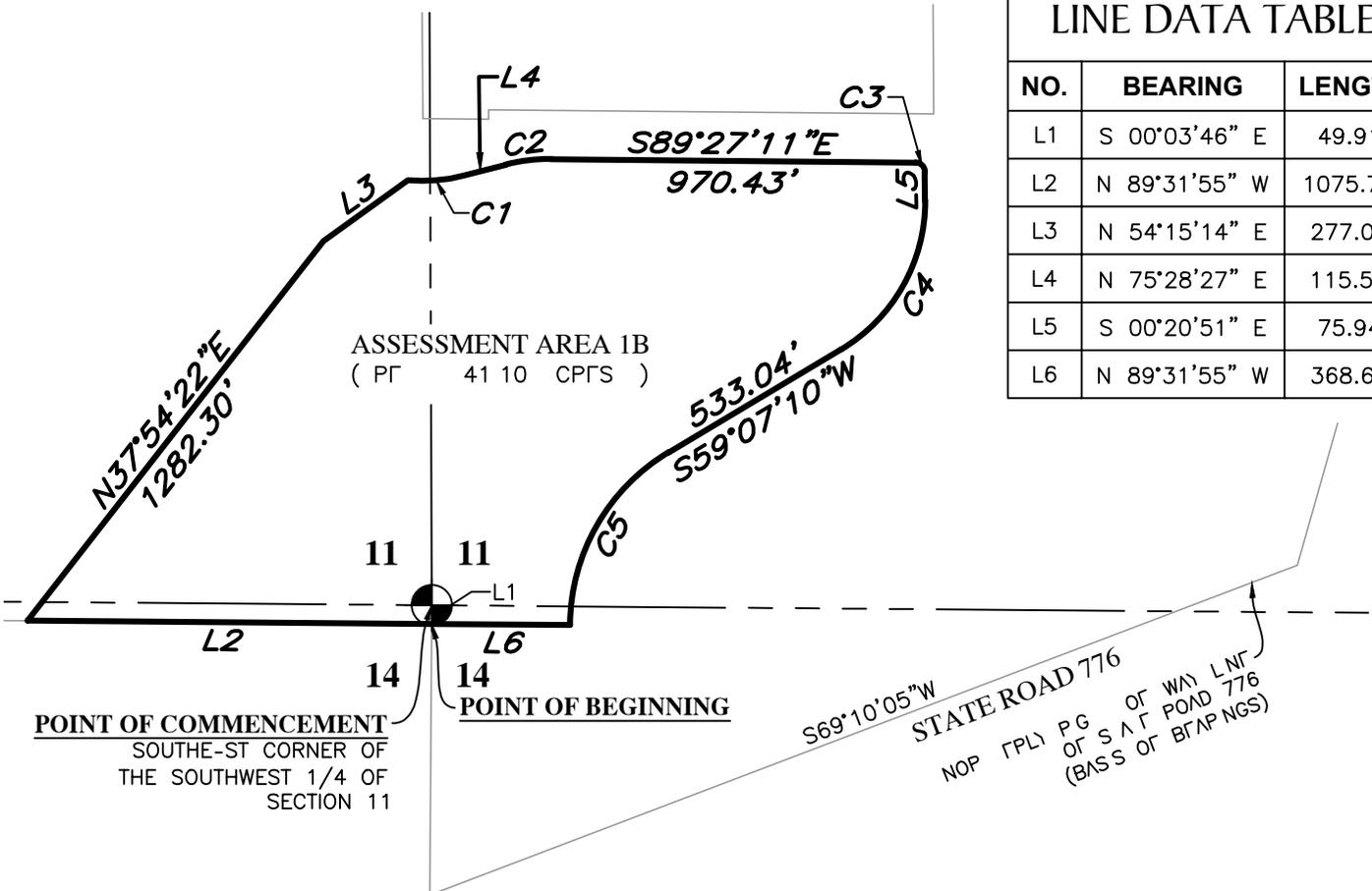
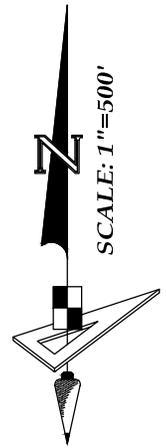
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering					
PH-SE: Assessment Area 1B			(Not A Survey)					
DR- N: JCM	D-TE: 10/30/19	CHECKED BY: DAW				213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
REVISIONS			David A. Williams FLORID- PROFESSION-L SURVEYOR & M-PPER NO. LS6423					
D-TE	DESCRIPTION	DR- N BY				 GeoPoint Surveying, Inc.		
12/13/19	revised description	ECH						

Description Sketch

(Not A Survey)



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

POINT OF COMMENCEMENT
SOUTHE-ST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 11

POINT OF BEGINNING

S69°10'05"W
STATE ROAD 776
NOP (PL) PG OF WY LNF
OF S 1/4 ROAD 776
(BASED ON BMAP NGS)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	59°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	58°46'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3C

RESOLUTION 2020-35

[SUPPLEMENTAL ASSESSMENT RESOLUTION
ASSESSMENT AREA ONE – 2020 PROJECT]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S \$6,735,000 SPECIAL ASSESSMENT BONDS, SERIES 2020; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE 2020 BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE 2020 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, on January 15, 2020, the District's Board of Supervisors ("**Board**") adopted, after notice and public hearing, Resolution 2020-30, relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of the 2020 Bonds (defined herein); and

WHEREAS, on March 10, 2020, and in order to finance all or a portion of what is known as the "2020 Project" (defined herein), the District entered into that certain *Bond Purchase Contract*, whereby the District agreed to sell its \$6,735,000 Special Assessment Bonds, Series 2020 (together, "**2020 Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution 2020-30, the District desires to set forth the particular terms of the sale of the 2020 Bonds and confirm the lien for the special assessments securing such bonds.

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

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2020-30.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. On January 15, 2020, the District, after due notice and public hearing, adopted Resolution 2020-30 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District.

That Resolution provided that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds.

- b. *The Engineer's Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer's Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components of the "**2020 Project**." The 2020 Project refers to the portion of the overall Capital Improvement Plan that (a) is described in the Engineer's Report and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 320 residential units, or 320 EAU's) in Assessment Area 1 (including but not limited to any master improvements) to absorb the full allocation of debt assessments necessary to secure the 2020 Bonds, where such assessments are based on the assessment levels set forth in the Assessment Report. The Engineer's Report sets forth the estimated costs of the 2020 Project. The District hereby confirms that the 2020 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the 2020 Bonds.
- c. *The First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2020 Project and the actual terms of the 2020 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2020 Bonds.
- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2020 Project benefits all developable property within Assessment Area 1 of the District, as further described in **Exhibit C** attached hereto ("**Assessment Area 1**"). Moreover, the benefits from the 2020 Project funded by the 2020 Bonds equal or exceed the amount of the special assessments securing the 2020 Bonds ("**2020 Assessments**"), as described in **Exhibit B**, and such 2020 Assessments are fairly and reasonably allocated across Assessment Area 1.
- e. It is reasonable, proper, just and right to assess the portion of the costs of the 2020 Project to be financed with the 2020 Bonds to the specially benefited properties within the Assessment Area 1 as set forth in Resolution 2020-30 and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2020 BONDS.** As provided in Resolution 2020-30, this Resolution is intended to set forth the terms of the 2020 Bonds and the final amount of the lien of the 2020 Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the 2020 Bonds, (ii) the estimated sources and uses of funds of the 2020 Bonds, and (iii) the debt service due on the 2020 Bonds. The lien of the 2020 Assessments shall be the principal amount due on the 2020 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s).

5. **ALLOCATION AND COLLECTION OF THE 2020 ASSESSMENTS.**

- a. The 2020 Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the 2020 Bonds.
- b. Section 8 of Resolution 2020-30 sets forth the terms for collection and enforcement of the 2020 Assessments. The District hereby certifies the 2020 Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the 2020 Assessments and present the same to the Board as required by law.

6. **IMPACT FEE CREDITS.** As part of the 2020 Project, the District intends to fund certain “**Utility Connection Fees**” for the first 320 planned residential units in Assessment Area One. The payment of the Utility Connection Fees, and handling of any resulting credits, shall be governed by the *Acquisition and Advanced Funding Agreement (Capital Improvement Fund)*, dated April 2, 2020.

7. **PREPAYMENT OF 2020 ASSESSMENTS.** Any owner of property subject to the 2020 Assessments may, at its option, pre-pay the entire amount of the 2020 Assessments any time, or a portion of the amount of the 2020 Assessments up to two times (or as otherwise provided by the supplemental indentures for the 2020 Bonds), plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the 2020 Bonds)), attributable to the property subject to the 2020 Assessments owned by such owner. Except as otherwise set forth herein, Section 8 of Resolution 2020-30 addresses prepayments for the Assessments.

8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Resolution 2020-30, together with the Assessment Report, shall govern true-up as it relates to the 2020 Assessments and 2020 Bonds.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the 2020 Assessments as reflected herein shall be recorded by the Secretary of the Board in the District’s Improvement Lien Book. The 2020 Assessments shall be and shall remain legal, valid and binding first liens against all benefitted property as described in **Exhibit B** until paid and such liens shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **CONFLICTS.** This Resolution is intended to supplement Resolution 2020-30, which remains in full force and effect and is applicable to the 2020 Bonds except as modified herein. This Resolution and Resolution 2020-30 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

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APPROVED and ADOPTED this 31st day of March, 2020.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary



Chairperson

- Exhibit A:** The *Engineer's Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer's Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020
- Exhibit B:** *First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020
- Exhibit C:** Legal Description of the Assessment Area 1
- Comp. Exhibit D:** Maturities and Coupon of 2020 Bonds
Sources and Uses of Funds for 2020 Bonds
Annual Debt Service Payment Due on 2020 Bonds

EXHIBIT A

ENGINEER'S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

October 30, 2019

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WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

1.1 Description of West Port Community Development District

West Port is a mixed-use community (the "Development") being served by the West Port Community Development District, (the "District"). The District is located in Port Charlotte, Charlotte County, Florida lying within Sections 10 and 11, Township 40 South, Range 21 East; more precisely between El Jobean (State Road 776) and US 41 east of Biscayne Drive, as shown by Exhibit 1.1 of the attached Appendix.

Access to the District is provided via two access points on US 41 and one access point on El Jobean. Additional access points to the east may be provided at a future date, depending on development progress of the adjacent lands. Upon completion of the Development, and based on current plans, the District is expected to contain approximately 1,103 residential units (single family and paired villas), approximately 590 residential multi-family units and 12.14 acres of commercial/retail/hotel property.

1.2 Purpose and Scope of the Report

The purpose of this report is to provide a description of the public improvements ("Capital Improvement Plan," or "CIP") to be constructed and/or acquired by the District, and to provide an apportionment of the categories of costs for the CIP. The assessment methodology ("Assessment Methodology") will be developed by the District's methodology consultant.

The CIP consists of four (4) projects being undertaken by at least three (3) separate landowners, with each project represented by a separate Assessment Area. Note that each Assessment Area is expected to be developed in one or more subphases. In fact, at this early stage of development, the precise boundaries of Assessment Areas 2 and 3 are not yet determined, and accordingly, those Assessment Areas have been combined for purposes of this report and are referred to as "Assessment Areas 2/3." (Such Assessment Areas 2/3 may ultimately be developed into more than 2 assessment areas.) The boundaries of Assessment Areas 2/3 will be more precisely identified in a supplemental report, and likely at the time the District issues bonds to fund improvements for those areas. The present boundaries of each project (Assessment Area) are shown in Exhibit 1.1.

**TABLE 1A
LAND USE SUMMARY**

TYPE OF USE	Assessment Area 1	Assessment Area 2/3	Assessment Area 4	TOTAL PROJECT ACREAGE +/-	% OF TOTAL
SINGLE FAMILY RESIDENTIAL	64.73	107.21	0	171.94	40%
APARTMENT	0	35.88	30.46	66.34	15%
HOTEL/RETAIL/COMMERCIAL	0	0	12.14	12.14	3%
OPEN SPACE *	39.04	82.86	0	121.9	28%
RIGHT-OF-WAY	17.08	32.1	0	62.35	14%
TOTAL***	120.85	258.05	42.6	434.67	100%

* Open Space is comprised of stormwater ponds, wetlands, landscape buffers and other open space.

** All lots and land subject to District Assessments are contained wholly within the boundary of the District as per the Establishment Ordinance.

*** The total acreage for the Assessment Areas is 421.5. The difference between that figure and 434.67 acres is the Collector Roadway right-of-way, which is included in the "TOTAL PROJECT ACREAGE" column for right-of-way only (13.17 acres).

**TABLE 1B
SINGLE FAMILY LOT SIZE AND COUNT SUMMARY
RESIDENTIAL PROJECT**

	Assessment Area 1	Assessment Area 2/3	Assessment Area 4	TOTAL
Residential	431	672	0	1,103
Multi-Family	0	290	300	590
Commercial	0	0	12.14 ac	12.14 ac

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

2.1 District Boundaries

Exhibit 2.1 delineates the boundaries of the District. The District is bounded on the North by existing residential and commercial development as well as US 41, the South by El Jobean and an existing residential development, the East by the Flamingo Waterway and

the West by the Crestwood Waterway. The total acreage of the District is approximately 434.67 acres.

2.2 Description of Properties Served

The District is located in Sections 10 and 11, Township 40 South, Range 21 East, Port Charlotte, Charlotte County, Florida. It is expected that the developable land within the District will be initially owned and developed by three (3) separate landowners with the potential for portions of assessment areas to be conveyed to additional landowners for development as the project progresses.

The land within the District is comprised of developed land consisting of existing roadways, underground and overhead utilities and wetlands. All of the land within the District was developed previously by the General Development Corporation for single family residential back in the 1950's. In the early 2000's Charlotte County created a Community Redevelopment Agency (CRA) that condemned and acquired all of the land that is now within the District for the purpose of redevelopment. The terrain is generally level with elevations ranging from 7.5 to 10.5 feet NAVD 1988. Groundwater is generally between 3 and 4 feet below natural ground and during the wet season the seasonal high-water table is estimated at 2-3 feet below ground.

The entire property within the District is zoned PD (Planned Development) with a Future Land Use of "Murdock Village Mixed Use", and is entitled for up to 2,400 residential and 300,000 square feet of commercial retail as depicted on Exhibits 2.2 and 2.3.

2.3 Existing Infrastructure

The District is located within the Charlotte County Utility service area which will provide potable water, wastewater disposal and reclaimed water services to the Development. Capacity for these utilities is available from Charlotte County Utilities.

Potable water for the Development will be provided by connection to the existing Charlotte County water mains within the US 41 and El Jobean rights-of-way providing for an efficient, looped water main system. The location of these water mains is shown on Exhibit 2.4 of the attached Appendix.

Wastewater from the Development will be collected by gravity sewer mains within the site and will be pumped via one or more lift stations and conveyed via force main to an existing Charlotte County force main also located in the US 41 and El Jobean rights-of-way. The location of existing force mains, which will be utilized by the District infrastructure, is shown on Exhibit 2.4 of the attached Appendix.

The District is located within an open drainage basin. Portions of the existing site drain to the west towards the Crestwood Waterway, while the remainder drains to the south and west to the East Fork Waterway. The existing drainage conditions are shown by Exhibit 2.4 of the attached Appendix.

The District is bordered by two main arterial roadways, US 41 to the north and El Jobean (SR 776) to the south. The District will have direct access to these two arterial roadways.

The District is located within the franchise areas of Florida Power and Electric, Verizon and Spectrum. These utility companies are expected to provide electrical power, telephone, cable and internet services to the District.

All utilities are available to the property or will be during the development of the public infrastructure.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

3.1 Summary of the Proposed District Public Infrastructure

It is anticipated that each of the Assessment Areas will be separately developed. The overall CIP includes certain “Master Improvements” that benefit all of the Assessment Areas, as well as “Neighborhood Improvements” that benefit only their respective Assessment Areas.

The Master Improvements include:

- Offsite Transportation Improvements
- Collector Roads (with attendant Utilities (water, sewer and irrigation) and Hardscape/Landscape/Irrigation/Lighting Improvements)

The Neighborhood Improvements include:

- Stormwater Management
- Neighborhood Roadways
- Utilities (Water, Sewer, Reclaimed) within Neighborhood Roadways
- Hardscape/Landscape/Irrigation/Lighting
- Amenity Parks

Table 2 below identifies how the various improvements will be financed and who will be responsible for ownership and maintenance of the improvements.

Table 2

OWNERSHIP AND MAINTENANCE RESPONSIBILITY

Improvement	Financing	Ownership and Maintenance
MASTER IMPROVEMENTS		
Off-Site Transportation Improvements	District	State of Florida
Collector Roadways with: <ul style="list-style-type: none"> - Utilities (Water, Sewer, Reclaimed) - Hardscape/Landscape/Irrigation - Undergrounding of Electric/Lighting 	Developer/County	Charlotte County Ownership After turnover of the collector roadways to the County, the District will maintain all Hardscape/Landscape/Irrigation and Lighting pursuant to a County ROW permit.
NEIGHBORHOOD IMPROVEMENTS		
Stormwater Management	District	District
Neighborhood Roadways	District/Developer	District/HOA
Utilities (Water, Sewer, Reclaimed)	District	Charlotte County
Hardscape/Landscape/Irrigation	District	District
Undergrounding of Electric/Lighting	District	District
Neighborhood Parks	District/Developer	District/HOA

3.2 MASTER IMPROVEMENTS

As noted above, only the off-site transportation improvements and collector roads constitute master improvements benefitting all Assessment Areas. Of these, only the offsite improvements are being funded by the District, and the allocation of costs among the Assessment Areas can be found in Table 3, below. These costs have been assigned to each of the Assessment Areas based on each areas' proportion of the overall acreage because each Assessment Area roughly benefits from the Master Improvements on a relative acreage basis.

3.2.1 Offsite Improvements

Offsite roadway improvements will consist of the construction of left and right turn lanes at both access connection points to US 41 and at the access connection point on El Jobean. There are no Impact Fee Credits available from any of the offsite improvements. All offsite improvements are required for development of the CIP pursuant to access requirements in the Charlotte County Zoning Ordinance.

3.2.2 Collector Roadways

The portions of roadways within the District that make up the major collector/spine roads are subject to shared funding with Charlotte County. These roadways are referred to as the "PII" roadways (Public Infrastructure Improvements) because they are being partially funded by Charlotte County through a Development Agreement between the Developer and Charlotte County. The roadways include not just the road bed, and asphalt, but also all water and sewer utilities beneath the roadways, as well as hardscaping, landscaping, irrigation and lighting improvements above the roadways. These roadways will not be included in the District's CIP for bond financing purposes.

However, it is anticipated that, pursuant to an applicable County right-of-way permit or other similar approval, the District will operate and maintain the hardscaping, landscaping, irrigation and lighting improvements within the collector roads, as well as other main entry areas into the overall development as "Master Improvements" serving all of the Assessment Areas. As with the other Master Improvements, the hardscaping, landscaping, irrigation and lighting improvements within these roadways and related buffers benefit each Assessment Area on a relative acreage basis.

3.3 NEIGHBORHOOD IMPROVEMENTS

In addition to the Master Improvements described above, each Assessment Area will have its own Neighborhood Improvements, which are generally described below. It is anticipated that the District will finance all of the Neighborhood Improvements for Assessment Areas 1 and 2/3. By contrast, the developer of Assessment Area 4 will develop, own and operate its own Neighborhood Improvements, with the exception of stormwater ponds that will be developed within Assessment Area 4 by the Assessment Area 4 developer and dedicated to the District for ownership and operation.

3.3.1 Neighborhood Roadways

The District's CIP includes various internal roadways, which will be constructed to Charlotte County Road Standards. These roadways will provide internal access to all residential lots, common areas and recreation areas within the District, and will also provide access to and from the State Road rights-of-way serving the District.

Roadway construction will consist of the placement and compaction of structural fill within the rights-of-ways to promote proper drainage and also to provide a suitable sub-base for the roadway. Construction will also consist of installation of roadways base, asphalt and curbing to provide a finished driving surface.

All such roadways within the District are anticipated to be funded, owned and maintained by the District. However, in the event that certain areas of the District

are proposed to be fully gated, the restricted access roadways will not be subject to District funding, except for components that are related to the stormwater system and public utilities beneath the roadways.

3.3.2 Stormwater Management

The District stormwater management system will consist of excavated stormwater management retention areas, drainage pipes, catch basins, swales, berms and water control structures. Stormwater runoff from within the District will be collected and conveyed to the stormwater management areas for water quality treatment and quantity storage. Treated and attenuated stormwater will then be discharged to both the Crestwood Waterway and the East Fork Waterway, pursuant to State and Local Permits and Approvals

The stormwater management system will be designed and constructed in accordance with Southwest Florida Water Management District standards for water quality treatment, quantity storage and flood protection.

The lakes will be excavated in accordance with the size and depth requirements of the Charlotte County Land Development Code and the Southwest Florida Water Management District. The excavated material will be placed within the District to promote the flow of stormwater to the lakes, as well as provide flood protection and control within the District. The District will not finance the cost of transporting or placing the excavated material on the assessable land within the District.

In addition to the above stormwater funding, the District will also fund the infrastructure related to the stormwater conveyance system including the clearing, excavation and the portion of embankment necessary to create stormwater facilities that provide beneficial use to the District, as well as the necessary stormwater piping in the collection and transmission systems. The District will maintain ownership of the stormwater management system within the Development and will also be responsible for the operation and maintenance. Unlike other neighborhood improvements, the District will own and operate the entire stormwater system in all Assessment Areas.

3.3.3 Utilities (Water, Sewer, Reclaimed)

The utilities within the District will consist of potable water and wastewater collection/transmission systems which will be designed and constructed in accordance with the appropriate Charlotte County Utilities and Florida Department of Environmental Protection Standards. The potable water and wastewater collection/transmission systems will be conveyed by the District to the Charlotte County Utilities for ownership, operation and maintenance after completion of construction.

The potable water facilities will consist of distribution mains of varying sizes with all required valves and fire hydrants. Connection to the existing County system will be located within the US-41 and El Jobean (SR 776) rights-of-way.

The wastewater facilities will consist of gravity collection mains flowing to multiple on-site lift stations, throughout the District. A manifolded force main system will then connect the lift stations to the existing Charlotte County force main systems in both the US 41 and El Jobean rights-of-way.

Reclaimed water will be provided to the District by Charlotte County Utilities with a single reclaimed water main connection in the El Jobean right-of-way. This transmission main will be part of the District CIP and will provide water to various areas of the District for irrigation. Water will be conveyed from the transmission line into District stormwater ponds and pumped out of the ponds via irrigation pumps and fed to individual properties within the District. The utility improvements within the neighborhood roadways will be financed by the District and dedicated to the County for ownership, operation and maintenance.

In addition to the utility improvements intended to be constructed by the District, a Capacity Fee is due at the time of issuance of each phase of development Utility Permit. The Capacity Fee is reimbursed by subsequent homebuilders at each building permit. It is intended that the District may finance the Utility Capacity reservations from "A-2 Bonds". Any distribution fee credits will be handled pursuant to a separate agreement between the District and the applicable developer.

3.3.4 Hardscape/Landscaping/Irrigation/Lighting

Landscaping will be provided in the rights-of-way, perimeter buffers, all common areas and District entrances. Landscaping will consist of sod, shrubs, ground cover, trees and irrigation heads directly providing irrigation coverage to the landscaped areas. Irrigation being funded by the District will consist of the wells, pumps and lines installed to provide irrigation to the common areas only. Also included in this category are hardscape features such as subdivision entry monuments. Existing vegetation will be utilized for landscaping where possible.

3.3.5 Street Lights/Undergrounding of Electrical Utility Lines

The CIP also includes the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District lies within the area served by Florida Power and Light for electrical power, and any lines and transformers would be owned by FPL and not paid for by the District.

The District may elect to purchase, install and maintain street lights. If so, the District would finance such purchase and installation as part of the District's CIP. Alternatively, the District may elect to lease street lights through an agreement

with FPL, in which case the District would fund the street lights through and annual operations and maintenance assessment.

3.3.5 Amenity Parks

The District may elect to construct amenity parks within Assessment Areas 1 and 2/3. The parks, and the appurtenances associated with the parks such as benches, trails, structures, playgrounds, etc. would be financed through the District. The District would own, maintain and operate the park areas funded as part of the CIP. The Assessment Area developers may elect to fund the construction of their own private parks in lieu of, or in addition to, any parks financed by the District.

3.3.6 Professional Services

The professional services for design and construction of all components within the District consist of engineering the stormwater management system, utilities and roadways as well as soils investigation and testing, landscaping design, environmental consultation, construction services for inspection of infrastructure during construction and other professional fees necessary for the design and implementation of the District infrastructure.

The costs do not include the legal, administrative, financing, operation or maintenance services necessary to finance, construct and operate the District infrastructure.

In addition to the above professional services funding, the District will also reimburse the costs of the professional services that were performed prior to the establishment of the District that provided the means to develop improvements comprising the CIP. These services include, but are not limited to, soil exploration, water management permitting, master utility permitting and design, environmental permitting, etc.

These costs also include permitting fees for construction of required District infrastructure, bonding for these facilities and construction inspection services.

3.4 OPERATIONS AND MAINTENANCE SERVICES

As noted above, the Master Improvements benefit each Assessment Area on a relative acreage basis, and thus it follows that operations and maintenance services for the Master Improvements (e.g., the maintenance of improvements within the collector roads and other master right-of-way areas and buffers) would also benefit each Assessment Area on a relative acreage basis. Along those lines, Neighborhood Improvements are geographically located within specific Assessment Areas and thus it is our opinion that the Neighborhood Improvements for a specific Assessment Area – and the services involved in operating and maintaining those Neighborhood Improvements – benefit the

applicable Assessment Area. That said, if a particular service (e.g., aquatics maintenance of the stormwater system or maintenance of preserves) is more efficiently conducted under a single service contract across the Assessment Areas, then it is our view that the benefit from those services may be attributed to each Assessment Area on a relative acreage basis.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 3, below, presents the Opinion of Probable Cost for the CIP to include all proposed infrastructure within the District boundary as well as the necessary offsite improvements, professional fees and a Contingency.

It is my professional opinion that these costs are reasonable for the quality of work desired.

TABLE 3

Summary of Opinion of Total Probable Cost

<u>Improvement Description</u>	<u>Assessment Area 1</u>	<u>Assessment Area 2/3</u>	<u>Assessment Area 4**</u>	<u>Total Estimated Cost</u>
Shared Offsite Improvements****	\$215,000	\$459,000	\$76,000	\$750,000
Neighborhood Roadways	\$2,000,000	\$3,500,000	0	\$5,500,000
Stormwater Management	\$3,750,000	\$4,050,000	0	\$7,800,000
Utilities (Water, Sewer, Reclaimed)	\$5,650,000	\$7,150,000	0	\$12,800,000
Hardscape/Landscape/Irrigation/Lighting	\$1,050,000	\$1,550,000	0	\$2,600,000
Streetlights/Underground Electric	\$400,000	\$600,000	0	\$1,000,000
Amenity (Parks)	\$400,000	\$800,000	0	\$1,200,000
Professional Services	\$825,000	\$1,375,000	0	\$2,200,000
Contingency	\$1,350,000	\$1,850,000	0	\$3,200,000
TOTAL	\$15,640,000	\$21,334,000	\$76,000	\$37,050,000

* The probable costs estimated herein do not include anticipated carrying cost, interest, reserves or other anticipated CDD expenditures that may be incurred.

* No Public Infrastructure Improvements that are part of the Murdock Village Development Agreement are included within this estimate.

* Utilities Costs include Prepaid Utility Line Fees

**The Shared Offsite Improvements attributable to Assessment Area 4 will not be funded by the District, but instead will be contributed at no cost to the District pursuant to a separate agreement between the District and certain of the land developers. All Assessment Area 4 Neighborhood Improvements will be funded by the Assessment Area 4 Developer pursuant to an agreement with the District.

*** Unlike the cost estimates shown for Shared Offsite Improvements, which are Master Costs and divided among the assessment areas based on relative acreage, the cost estimates for all other improvements listed, which are all Neighborhood Improvements, are based on construction cost estimates based on the number of planned units.

****The cost allocation for the Shared Offsite Improvements is based on a relative acreage as amongst the planned assessment areas. For example, Assessment Area 1 is allocated 28.67% of the costs based on 120.85 acres / 421.5 total acres in the assessment areas. See Table 1A above for the relative acreages of the assessment areas.

5. Permits

The following is a listing of permits required for the development of the District's CIP

- Charlotte County Preliminary Plat Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Charlotte County Construction Plan Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Southwest Florida Water Management District Environmental Resource Permit (Approval in Hand for Master Drainage System serving the District, while a modification is pending to revise pond and conveyance per new land plan and is expected in early 2020)
- FDEP Potable Water Distribution Permit (Expected late 2019)
- FDEP Wastewater Collection Permit (Expected late 2019)
- NPDES Notice of Intent (issued for PII improvements, modified or additional NPDES permits expected in early 2020 as other necessary development approvals are granted)

Local zoning approvals have been obtained through Charlotte County, in the form of Zoning Ordinance DRC-17-00060.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District as presented herein and that all permits/approvals not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

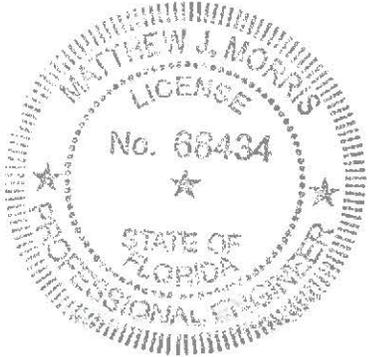
It is also our opinion that the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure. Further we are of the opinion that the assessable property within the District will receive a special benefit that is at the least equal to such costs. Note that, during development

and implementation of the CIP, it may be necessary to make modifications and/or deviations from the District's current plans, and the District expressly reserves the right to do so.



Matthew J. Morris, P.E.
FL License No. 68434

1/14/20
Date



APPENDIX



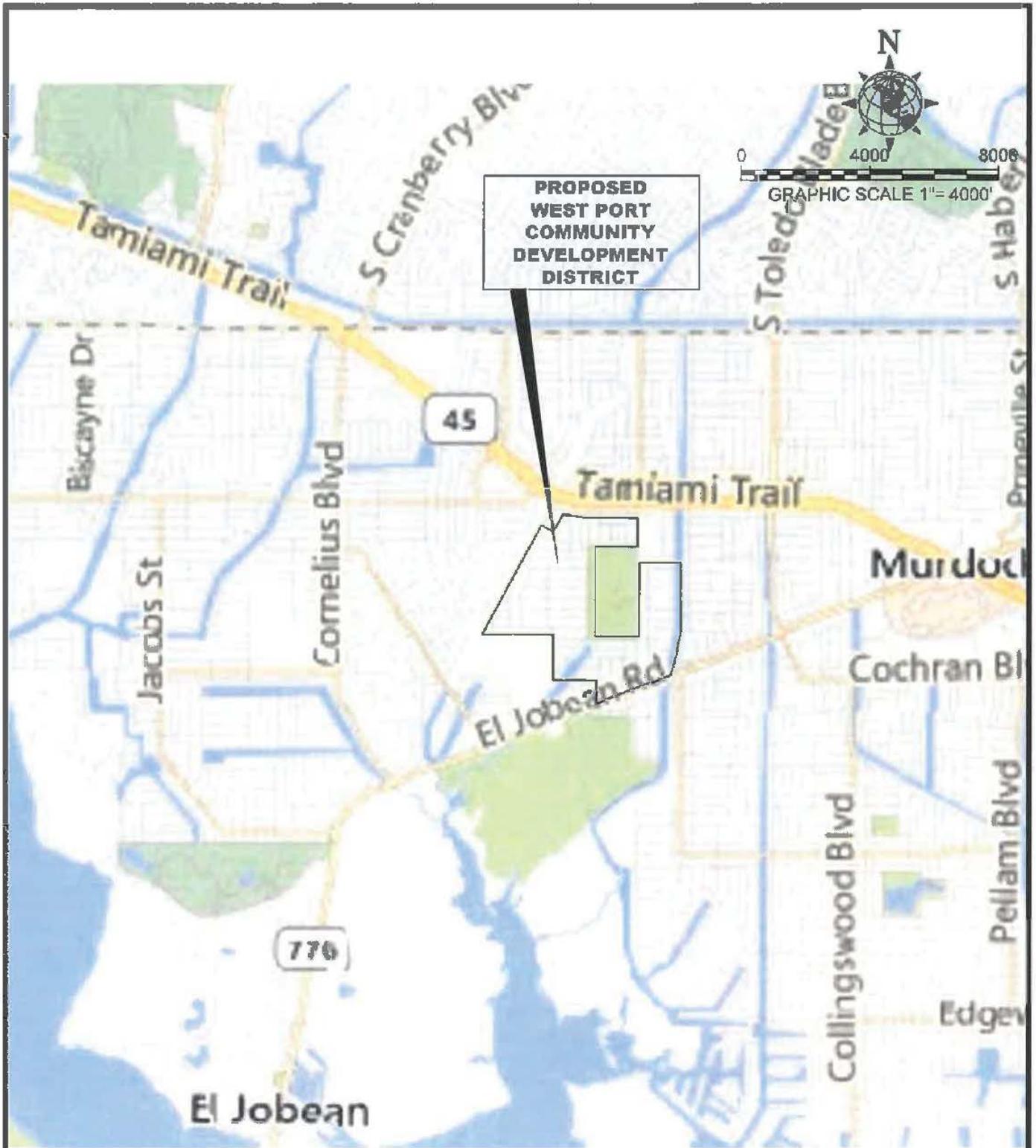
0 2 4
GRAPHIC SCALE 1"= 2miles

**PROPOSED
WEST PORT
COMMUNITY**



M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
1400 SW 45TH RD, DUNEDIN, FL 33426 U.S.A. TEL: 352-412-1100 FAX: 352-412-1101 WWW: morriseng.com

Location Map
WEST PORT
Sumter County, Florida



**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**

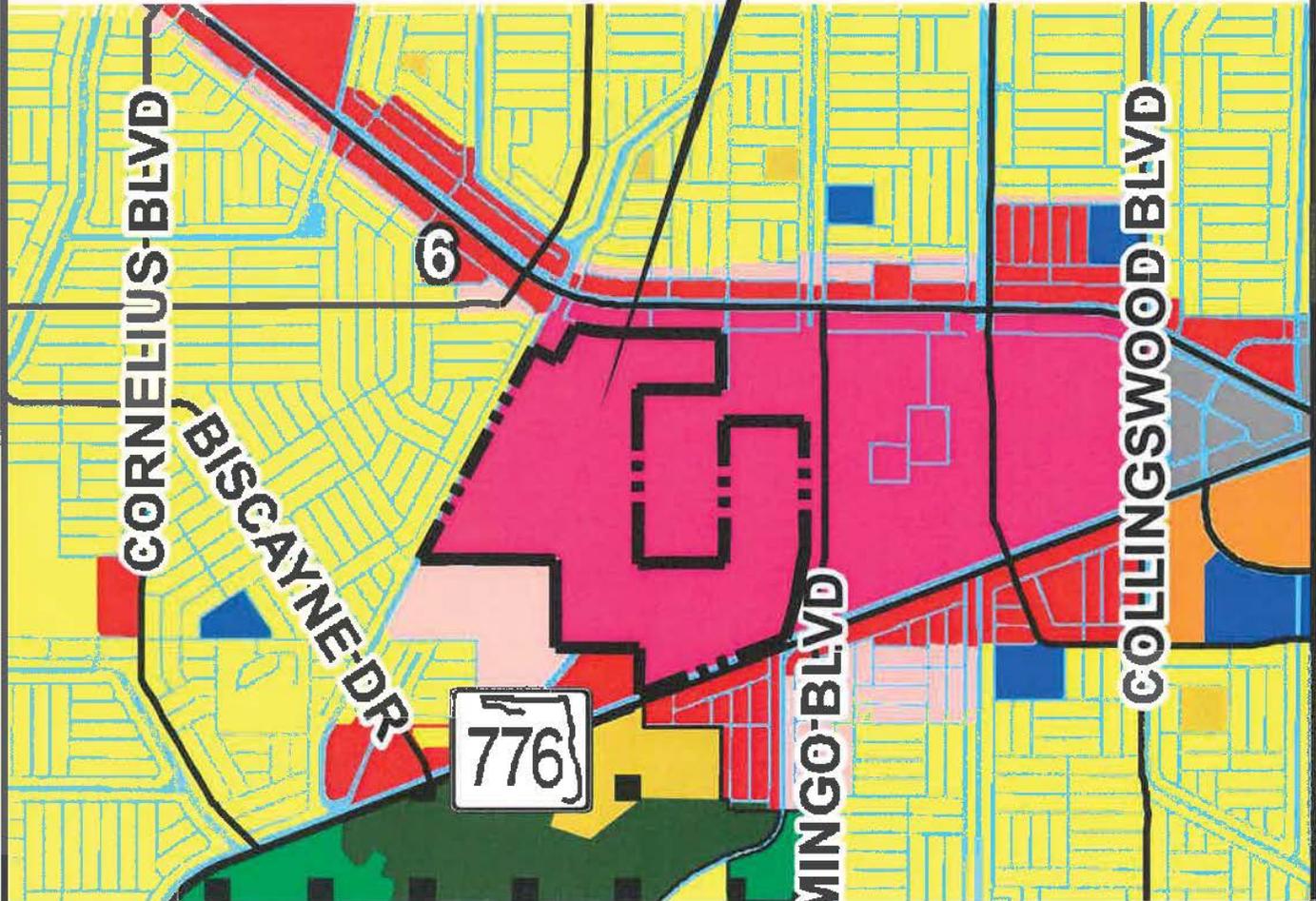


MORRIS ENGINEERING AND CONSULTING, U.C.
Civil Engineering and Land Development Consulting
2001 52nd Avenue East, Bradenton, Florida 34210 U.S.A. 813/749-9411-1224-1720 www.morrisengineering.com

Location Map
WEST PORT CDD
Sumter County, Florida

1	1

**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**



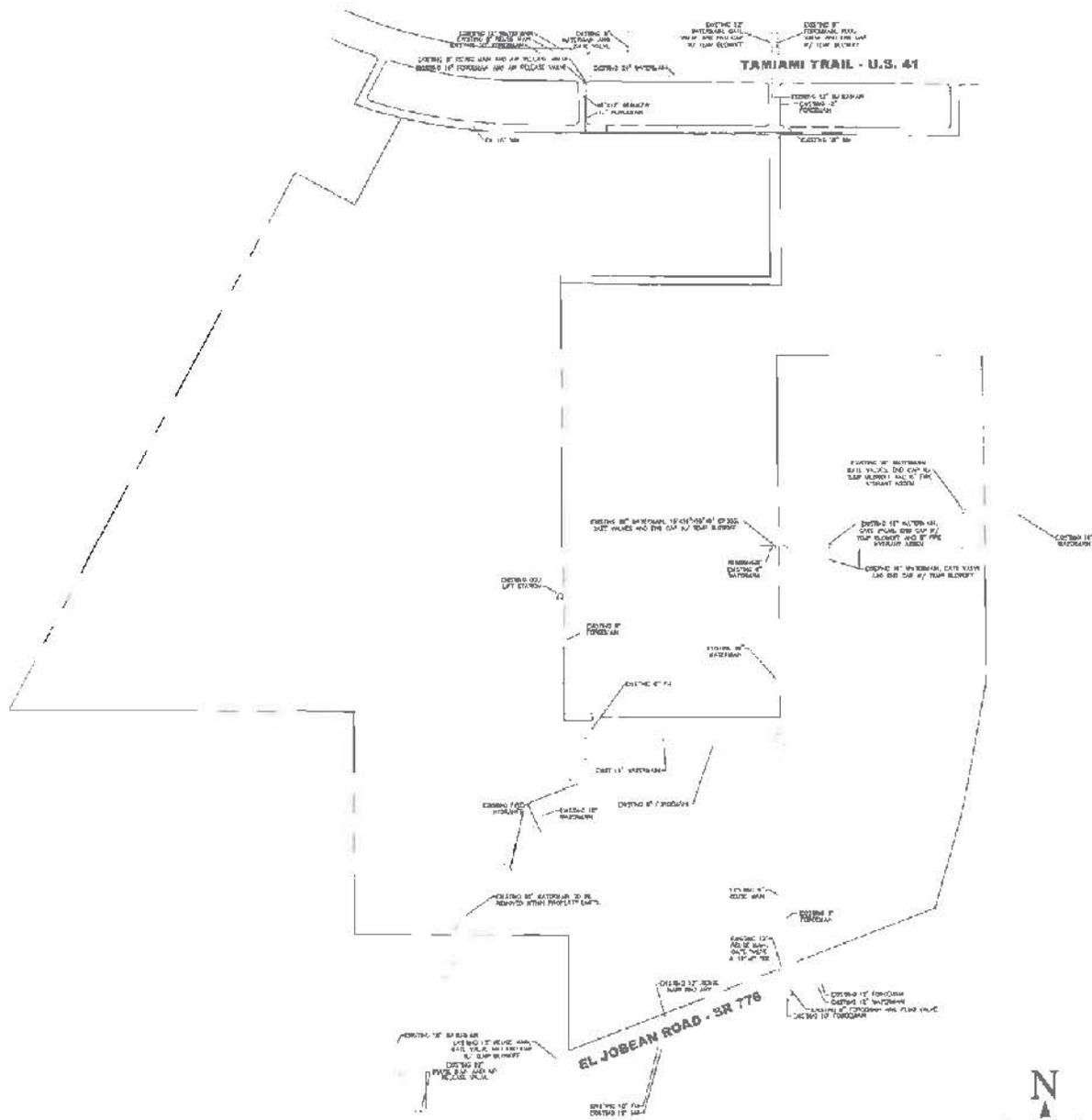
LEGEND

- | | | | | |
|---------------------------------|-----------------------------------|---------------------------|--------------------------------------|--|
| Conservation Overlay | Office & Residential | High Intensity Industrial | Resource Conservation | Charlotte Harbor Neighborhood Business/Residential |
| Agriculture | Enterprise Charlotte Airport Park | Murdock Village Mixed Use | Rural Community Mixed Use | Charlotte Harbor Industrial (Inactive) |
| Bobcock Mixed Use | Mineral Resource Extension | GRI Mixed Use | US 41 Mixed Use | Recreational Vehicle Park (Inactive) |
| Burnt Store Limited Development | Low Density Residential | Compact Growth Mixed Use | Charlotte Harbor Coastal Residential | Coastal Residential (Inactive) |
| Burnt Store Village Residential | Medium Density Residential | Parks & Recreation | Charlotte Harbor Tourist | Rural Estate Residential (Inactive) |
| City | High Density Residential | Preservation | Charlotte Harbor Mixed Use | #5 See Related Map Appendix for Conditions |
| Commercial | Low Intensity Industrial | Public Lands & Facilities | Charlotte Harbor Commercial | |



MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
306 West Avenue East, Palm Bay, Florida 32909 (888) 228-0228 www.morrisengr.com

Future Land Use Map
WEST PORT CDD
Sumter County, Florida



0 1000 2000

GRAPHIC SCALE 1"= 1000'



MORRIS ENGINEERING AND CONSULTING, LLC
 Civil Engineering and Land Development Consulting
 700 West State Street, Suite 200, Tallahassee, Florida 32301-2800
 Phone: 904.438.2222 Fax: 904.438.2223

DATE	8/15/12
PROJECT	WEST PORT CDD
DESIGNED BY	DM
CHECKED BY	DM

Existing Utilities
WEST PORT CDD
 Sumter County, Florida

SCALE	
1"=1000'	
DATE	8/15/12
SHEET	1
TOTAL SHEETS	1



0 1000 2000

GRAPHIC SCALE 1" = 1,000'



**MORRIS ENGINEERING
AND CONSULTING, LLC**

Civil Engineering and
Land Development Consulting
2999 Professional Parkway East, Suite B, Seaside, Florida 32099
C.A. 28706 386-444-6644 www.morriseng.com/act

DATE
October, 2019

PROJECT
WEST PORT

DRAWING
ASSESS

DRAWN
RL

CHECKED
M.L.H.

Assessment Areas
WEST PORT
Charlotte County, Florida

SCALE
1" = 1,000'

SEC. TWP. R1C
10S11-4US 21E

SHEET

OF

1

1

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1A			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/12/19	Revised Boundary	JCM			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
					
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-D8.DWG LAST SAVED BY: EHYATT					01 of 02

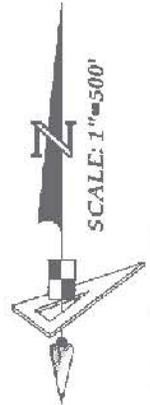
Description Sketch

(Not A Survey)

NORTH CHARLOTTE
REGIONAL PARK

NORTH BOUNDARY OF
NORTH CHARLOTTE REGIONAL PARK

S89°27'00"E 1230.97'



N00°20'51"W 2504.94'

ASSESSMENT AREA 1A
(AREA = 79.75 ACRES.±)

S00°30'25"E 500.30' 2002.10'

FLAMINGO WATERWAY

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	86.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

C1

796.84'
N70°34'29"W

L1

775.34'

S10°12'47"W

L2

EAST BOUNDARY OF
THE SOUTHEAST 1/4
OF SECTION 11

POINT OF BEGINNING

N 15°49'23" E
537.95'

S 68°10'05" W
408.28'

N 00°29'33" W
273.78'

NORTHERLY
RIGHT-OF-WAY LINE
OF STATE ROAD 776
(BASIS OF BEARINGS)

11

12

13

STATE ROAD 776

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 11

14

13

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: 1B 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

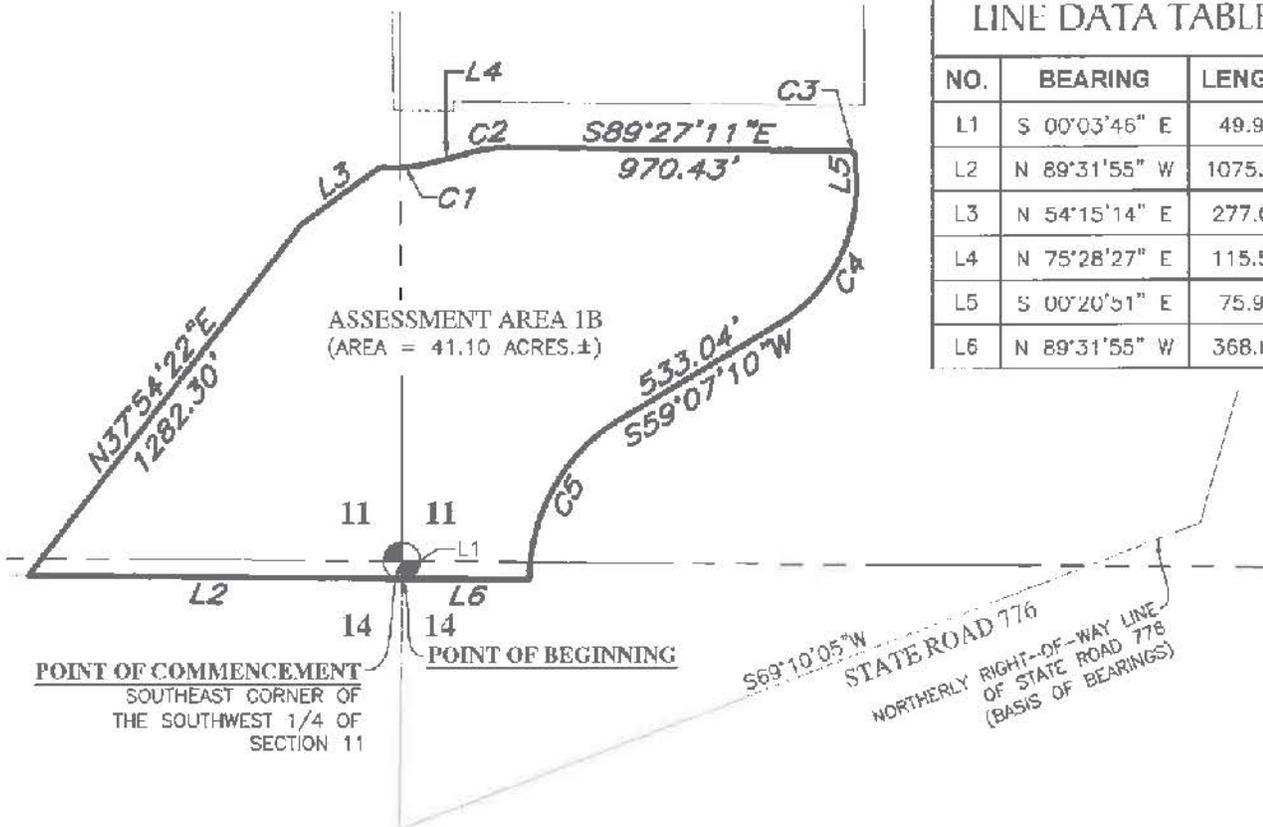
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.89°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768
DRAWN: JCM	DATE: 10/30/19		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
2/13/19	revised description	ECH	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1B-DS.DWG LAST SAVED BY: EHYATT			01 of 02

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	59°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	58°46'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: 1B 7768

GeoPoint

Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 11, run thence along the West boundary thereof, N.00°04'54"E., a distance of 1351.21 feet to the **POINT OF BEGINNING**; thence N.89°51'49"W., a distance of 833.89 feet to a point on the Easterly vacated right-of-way of line of CRESTWOOD WATERWAY; thence along said Easterly vacated right-of-way line the following two (2) courses: 1) N.28°21'55"E., a distance of 2514.94 feet; 2) N.28°21'55"E., a distance of 1312.19 feet; thence departing said Easterly vacated right-of-way, S.61°38'05"E., a distance of 425.01 feet; thence N.28°21'55"E., a distance of 617.50 feet to a point on the South right-of-way line of FRANKLIN AVENUE, as dedicated per PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE, as recorded in Plat Book 5, Page 39, of the Public Records of Charlotte County, Florida; thence along said South right-of-way line the following two (2) courses: 1) Easterly, 740.64 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 13°05'34" (chord bearing S.82°39'25"E., 739.02 feet); 2) S.89°12'12"E., a distance of 1537.34 feet; thence departing said South right-of-way line, Southeasterly, 38.77 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet); thence S.00°20'51"E., a distance of 804.25 feet; thence Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet); thence N.89°16'58"W., a distance of 1165.47 feet; thence N.89°16'58"W., a distance of 114.24 feet to a point on the West boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said West boundary, S.00°20'37"E., a distance of 2833.15 feet; thence departing said West boundary, S.00°20'37"E., a distance of 166.31 feet; thence Westerly, 40.37 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 05°15'23" (chord bearing N.87°38'52"W., 40.35 feet); thence S.54°15'14"W., a distance of 277.04 feet; thence S.37°54'22"W., a distance of 1282.30 feet; thence N.89°31'55"W., a distance of 268.84 feet; thence N.00°03'10"W., a distance of 1398.83 feet thence N.89°25'56"W., a distance of 1341.43 feet to the **POINT OF BEGINNING**.

Containing 258.05 acres, more or less.

NOTES:

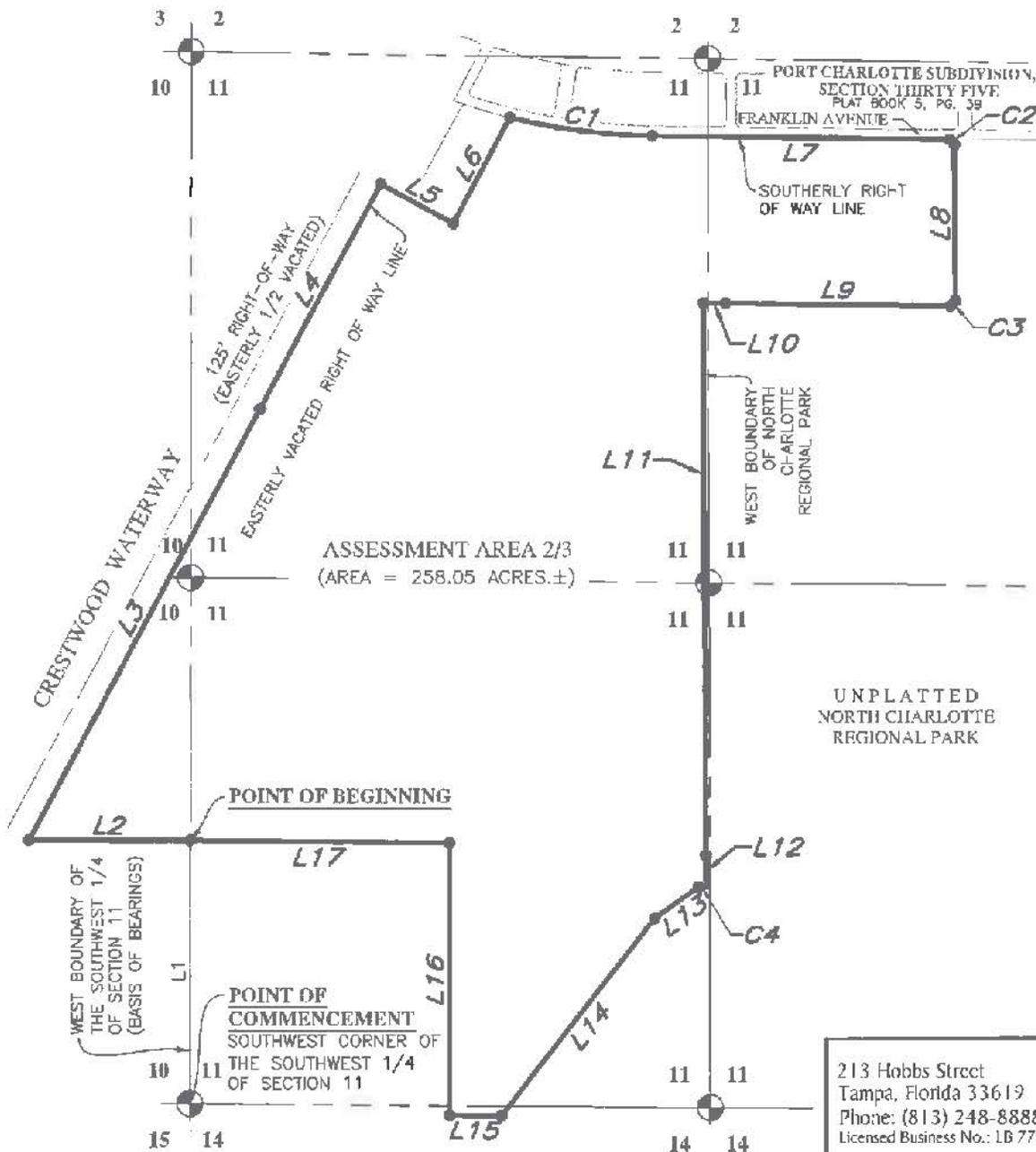
1) The Bearings shown hereon are based on the West boundary of the Southwest 1/4 of Section 11, Township 40 South, Range 21 East, having a Grid bearing of N.00°04'54"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 2/3			(Not A Survey)		
DRAWN: JCM	DATE: 12/11/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
					

Description Sketch

(Not A Survey)



NOTE:
 SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
 SEE SHEET NO. 3 FOR LINE & CURVE TABLES

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Description Sketch

(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°04'54" E	1351.21'
L2	N 89°51'49" W	833.89'
L3	N 28°21'55" E	2514.94'
L4	N 28°21'55" E	1312.19'
L5	S 6°38'05" E	425.01'
L6	N 28°21'55" E	617.50'
L7	S 89°12'12" E	1537.34'
L8	S 00°20'51" E	801.25'
L9	N 89°16'58" W	1165.47'
L10	N 89°16'58" W	114.24'
L11	S 00°20'37" E	2833.15'
L12	S 00°20'37" E	166.31'
L13	S 54°15'14" W	277.04'
L14	S 37°54'22" W	1282.30'
L15	N 89°31'55" W	268.84'
L16	N 00°03'10" W	1398.83'
L17	N 89°25'56" W	1341.43'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	3241.11'	13°05'34"	740.64'	739.02'	S 82°39'25" E
C2	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C3	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C4	440.00'	5°15'23"	40.37'	40.35'	N 87°38'52" W

NOTE:
 SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
 SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet to the **POINT OF BEGINNING**; thence continue along said North right of way, S.69°10'05"W., a distance of 1936.31 feet; thence departing said Northerly right-of-way, N.60°49'55"W., a distance of 19.28 feet; thence N.10°45'32"W., a distance of 76.10 feet; thence Northerly, 88.14 feet along the arc of a tangent curve to the right having a radius of 450.00 feet and a central angle of 11°13'21" (chord bearing N.05°13'15"W., 88.00 feet); thence N.00°23'26"E., a distance of 356.51 feet; thence N.89°31'55"W., a distance of 10.00 feet; thence **Northeasterly**, 472.11 feet along the arc of a non-tangent curve to the right having a radius of 460.00 feet and a central angle of 58°48'17" (chord bearing N.29°43'02"E., 451.66 feet); thence N.59°07'10"E., a distance of 533.04 feet; thence **Northeasterly**, 374.11 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 39°41'39" (chord bearing N.39°16'21"E., 366.67 feet); thence S.70°34'29"E., a distance of 796.84 feet; thence S.88°49'17"E., a distance of 338.25 feet; thence S.15°49'23"W., a distance of 537.95 feet to the **POINT OF BEGINNING**.

Containing 37.16 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 4A			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS			<div style="text-align: center;">  GeoPoint Surveying, Inc. </div> <hr/> David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
DATE	DESCRIPTION	DRAWN BY			
12/12/19	Revised Boundary	JCM			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4A-DS.DWG			LAST SAVED BY: EHYATT		
					01 of 02

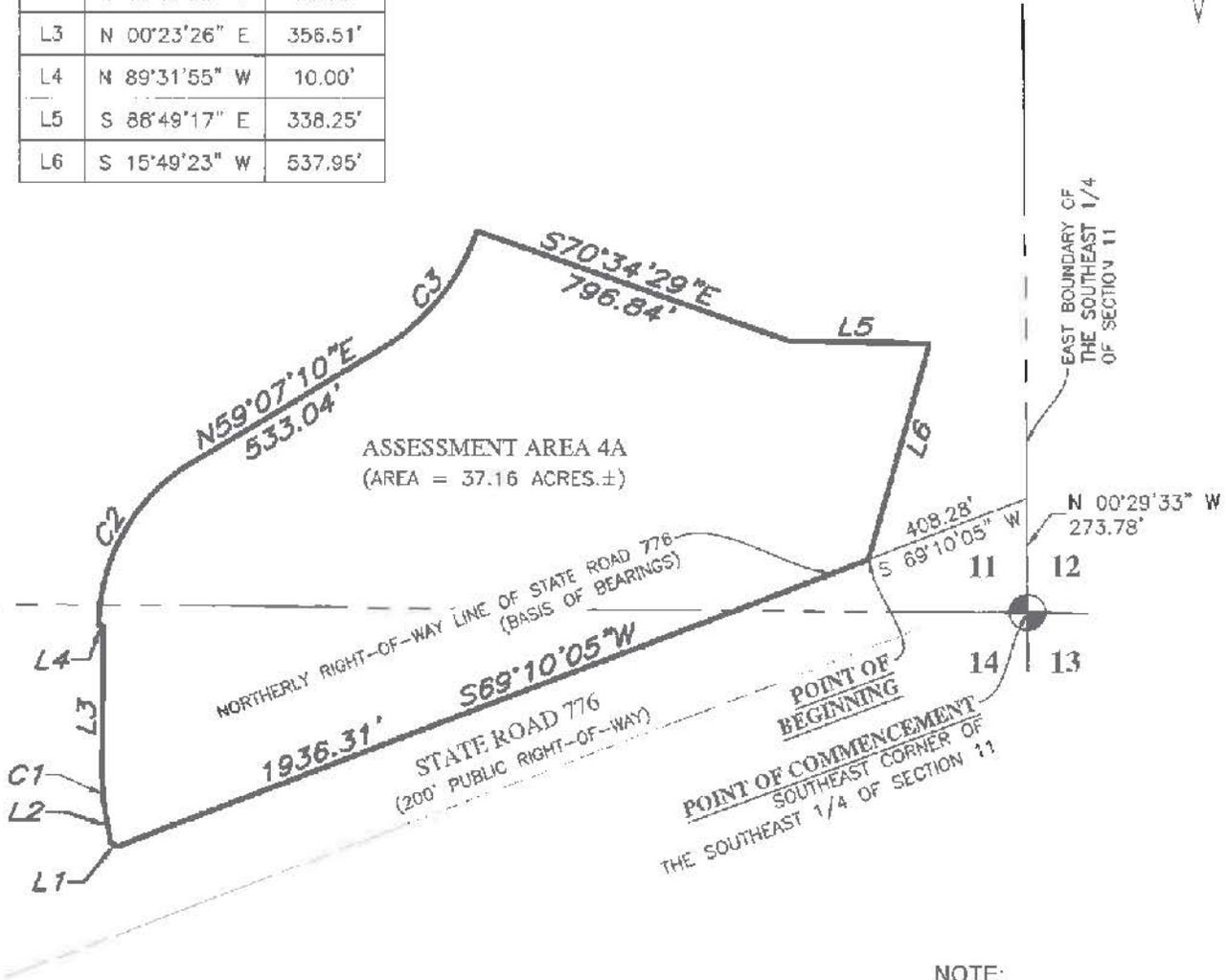
Description Sketch

(Not A Survey)



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 60°49'55" W	19.28'
L2	N 10°49'55" W	76.18'
L3	N 00°23'26" E	356.51'
L4	N 89°31'55" W	10.00'
L5	S 88°49'17" E	338.25'
L6	S 15°49'23" W	537.95'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	450.00'	11°13'21"	88.14'	88.00'	N 05°13'15" W
C2	460.00'	58°48'17"	472.11'	451.66'	N 29°43'02" E
C3	540.00'	39°41'39"	374.11'	366.67'	N 39°16'21" E

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet **POINT OF BEGINNING**; thence S.89°31'55"E., a distance of 358.60 feet; thence S.00°23'26"W., a distance of 356.65 feet; thence Southerly, 107.73 feet along the arc of a tangent curve to the left having a radius of 550.00 feet and a central angle of 11°13'21" (chord bearing S.05°13'15"E., 107.55 feet); thence S.10°49'55"E., a distance of 93.82 feet; thence S.29°10'05"W., a distance of 22.98 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 403.69 feet; thence departing said Northerly right-of-way, N.00°23'26"E., a distance of 722.47 feet to the **POINT OF BEGINNING**.

Containing 5.44 acres, more or less

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 4B			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
					
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4B-DS.DWG					LAST SAVED BY: EHYATT
					01 of 02

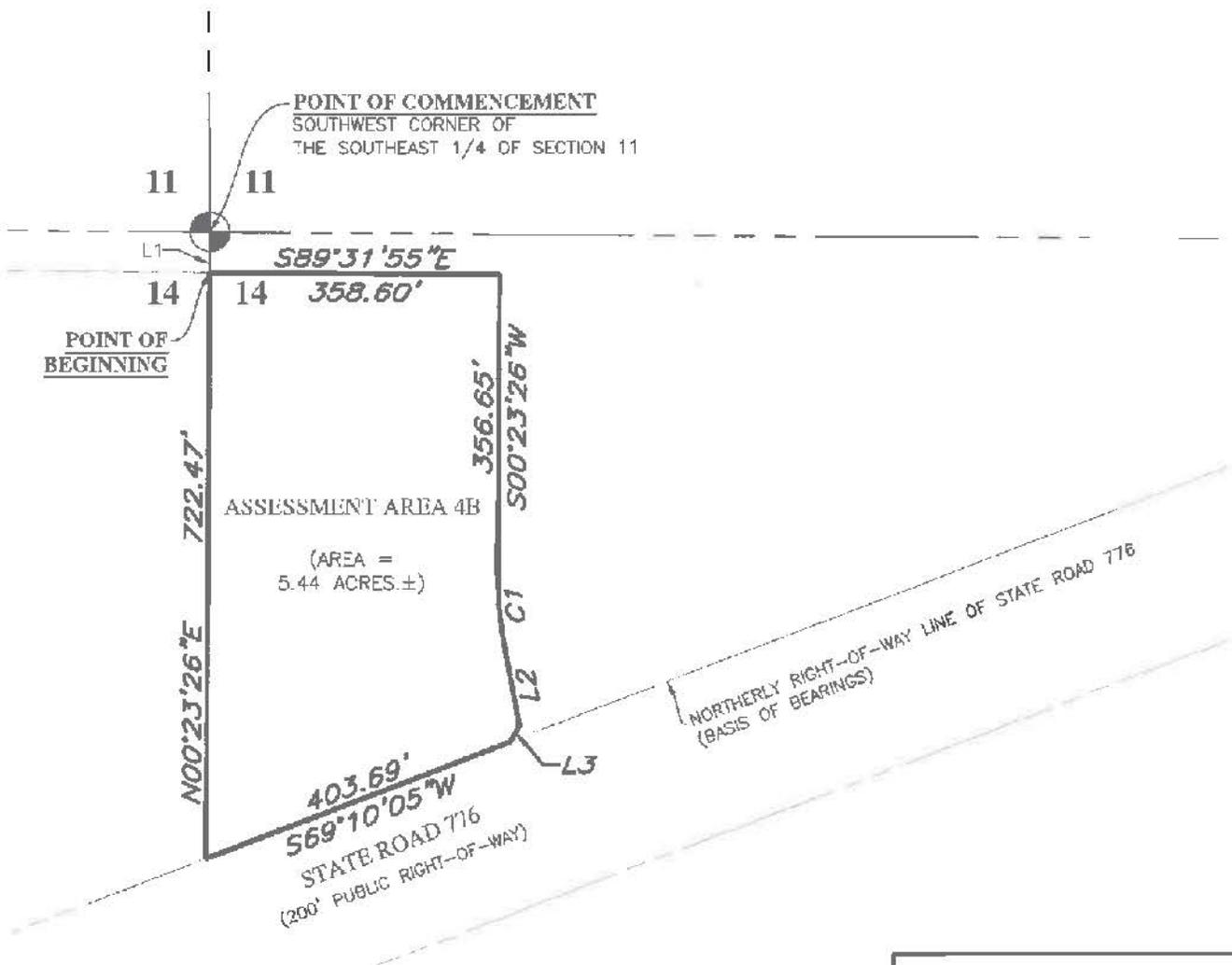
Description Sketch

(Not A Survey)



NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	550.00'	11°13'21"	107.73'	107.56'	S 05°13'15" E

NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	S 10°49'55" E	93.82'
L3	S 29°10'05" W	22.98'



ASSESSMENT AREA 4B
(AREA = 5.44 ACRES ±)

NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 776
(BASIS OF BEARINGS)

STATE ROAD 776
(200' PUBLIC RIGHT-OF-WAY)

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

SUPPLEMENTAL ENGINEER'S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
(ASSESSMENT AREA ONE 2020 PROJECT)

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

February 6, 2020
(As Revised on March 10, 2020)

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT – ASSESSMENT AREA ONE 2020 PROJECT

1. INTRODUCTION

This report is being prepared as a supplement to the original District Engineer's Report dated October 30, 2019 ("**Original Engineer's Report**") for the West Port Community Development District ("**District**"), in order to provide for an Opinion of Probable Cost for the portion of the Assessment Area One Project to begin in 2020 ("**The 2020 Project**").

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

The Original Engineer's Report accurately describes the District boundaries, as well as the Assessment Area One boundary. The 2020 Project will consist of the public infrastructure that is part of the District's overall improvement plan ("**CIP**") serving Assessment Area One and is necessary for the development of the first 320 residential units within Assessment Area One, which is currently planned for 431 residential units in total. Here are the planned units associated with the 2020 Project:

Table 1

Pod	Product	Phase 1	Phase 2	TOTAL
B	50'	104	0	104
H	40'	42	67	109
H	50'	40	67	107
	TOTAL	186	134	320

Note that the existing infrastructure within the District is correctly described within Section 2.3 of the Original Engineer's Report.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

As noted in the Original Engineer's Report, the Assessment Area One Project, and the 2020 Project (which is a part of the Assessment Area One Project), is part of the overall CIP. Such infrastructure will consist of: Shared Offsite Improvements, Roadways, Stormwater Management, Utilities, Irrigation, Landscaping, Undergrounding of Conduit, Amenities and Professional Services. The Shared Offsite Improvements benefit lands both within and outside Assessment Area One, but the balance of the improvements function as a system of improvements within Assessment Area One, benefitting all lands within Assessment Area One.

There are no proposed changes relative to the proposed capital improvement plan as described in Section 3 of the Original Engineer’s Report.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

The opinion of probable costs presented in Table 3 of the Original Engineer’s Report is factually accurate. More specifically, the work included within the 2020 Project, and the costs associated with that work is a portion of the Assessment Area One costs outlined in Table 3 of the Original Engineer’s Report. The cost to construct the 2020 Project will not cause a change in the overall Assessment Area One Costs as outlined in the Original Engineer’s Report, and are enumerated in Table 2, below.

It is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing, both for the 2020 Project.

TABLE 2

Table 2 represents the total cost of the District’s CIP per the Original Engineer’s Report.

<u>Facility Description</u>	<u>ASSESSMENT AREA 1</u>	<u>2020 Project Cost</u>	<u>Remainder of AA 1</u>
	<u>TOTAL COST</u>	<u>(320 lots)</u>	<u>Costs (111 lots)</u>
Shared Offsite Improvements**	\$215,000	\$159,628	\$55,372
Roadways	\$2,000,000	\$1,000,000	\$1,000,000
Stormwater Management	\$3,750,000	\$2,250,000	\$1,500,000
Utilities (Water and Sewer)***	\$4,650,000	\$4,076,560	\$573,440
Hardscape/Landscaping/ Irrigation/Lighting	\$1,050,000	\$525,000	\$525,000
Streetlights/Underground Electric	\$400,000	\$200,000	\$200,000
Amenity	\$400,000	\$300,000	\$100,000
Professional Services	\$825,000	\$525,000	\$300,000
Contingency (10%)	\$1,350,000	\$810,000	\$540,000
TOTAL	\$14,640,000	\$9,846,188	\$4,793,812

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

** Portions of the items noted represent “master costs” that benefit all lands within the District and, accordingly, a portion of such costs are allocated to future phases of the overall CIP. All other items for the Assessment Area One 2020 Project are allocable only to Assessment Area One.

***This cost includes Utility Connection Fees for the 2020 Project which are based on an estimate and are subject to change based on prevailing rates as determined by Charlotte County.

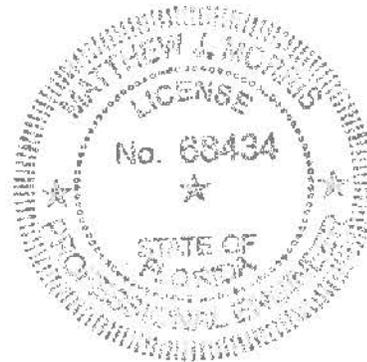
5. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the 2020 Project are currently under review by respective governmental authorities, and are anticipated to be obtained in due course.

It is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the 2020 Project is feasible; and (3) that the assessable property within 2020 Project Area will receive a special benefit from the 2020 Project that is at least equal to such costs. Note that, during development and implementation of the 2020 Project, it may be necessary to make modifications and/or deviations from the District's plans, and the District expressly reserves the right to do so.



Matthew J. Morris, P.E. 3/10/20 Date
FL License No. 68434



Description Sketch

(Not A Survey)

NORTH CHARLOTTE
REGIONAL PARK

NORTH BOUNDARY OF
NORTH CHARLOTTE REGIONAL PARK

S89°27'00"E 1230.97'

2504.94'

N00°20'31"W

ASSESSMENT AREA 1A
(AREA = 79.75 ACRES ±)

500°30'25"E

2002.10'

FLAMINGO WATERWAY

775.34'

S10°12'47"W-C2

EAST BOUNDARY OF
THE SOUTHEAST 1/4
OF SECTION 11

C1

798.84'
N70°34'29"W

L1

POINT OF BEGINNING

N 1°49'23" E
537.95'

NORTHERLY
RIGHT-OF-WAY LINE
OF STATE ROAD 77E
(BASIS OF BEARINGS)

STATE ROAD 776

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 11

S 69°10'05" W
408.28'

N 00°29'33" W
273.78'

11

12

14

13



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.64°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 26.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

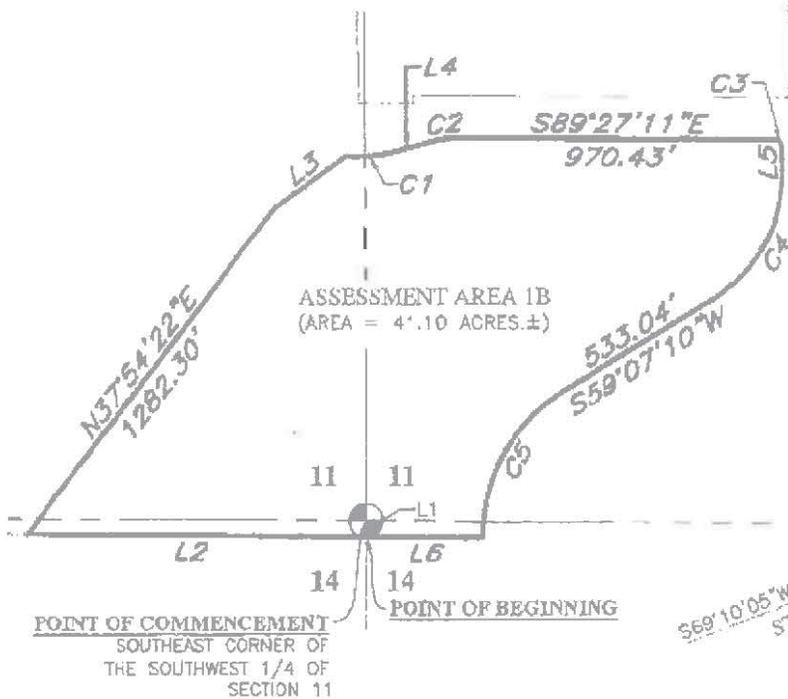
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1B			(Not A Survey)		
DRAWN: JCM DATE: 10/30/19 CHECKED BY: DAW			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7758		
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/13/19	revised description	ECH			
					
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1B-DS.DWG			LAST SAVED BY: EHYATT		
					01 of 02

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.88'	36.08'	S 44°54'01" E
C4	460.00'	59°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	58°46'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



EXHIBIT B

West Port

COMMUNITY DEVELOPMENT DISTRICT

First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)

March 10, 2020



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated October 30, 2019 and to provide a supplemental financing plan and a supplemental special assessment methodology for the first two phases of development within the Assessment Area One (the “Assessment Area 1”) portion of the West Port Community Development District (the “District”). The District is located in unincorporated Charlotte County and is comprised on three separate component parts each known as the Assessment Area 1, Assessment Area 2/3 (the “Assessment Area 2/3”), and Assessment Area 4 (the “Assessment Area 4”). This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District for the Phase 1 (the “Phase 1”) and Phase 2 (the “Phase 2” and cumulatively with the Phase 1 the “Phases 1 and 2”) of the Assessment Area 1.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District’s overall “Capital Improvement Plan” described in the Engineer’s Report (the “Engineer’s Report”) prepared by Morris Engineering and Consulting LLC (the “District Engineer”) dated October 30, 2019 as supplemented by the Supplemental Engineer’s Report (Assessment Area One 2020 Project) dated February 6, 2020 (the “Supplemental Engineer’s Report”) also prepared by the District Engineer and subsequently revised on March 10, 2020. This First Supplemental Report describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Capital Improvement Plan projected to begin in 2020 and related to the Phases 1 and 2 of the Assessment Area 1 and referred to in the Supplemental Engineer’s Report as the 2020 Project (the “2020 Project”). As noted in the First Supplemental Report, the 2020 Project is intended to serve the first 320 residential units in Assessment Area 1, which is expected to be developed in multiple phases.

1.3 Special Benefits and General Benefits

The Assessment Area One Project, of which the 2020 Project is a part, functions as a system of improvements serving all lands within Assessment Area 1, and accordingly the 2020 Project is part of that system benefitting all of Assessment Area 1. Improvements undertaken and funded by the District as part of the 2020 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area 1 within the District, as well as general benefits for properties outside of the Assessment Area 1 and also outside

of the District, as well as to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the Assessment Area 1. The District's 2020 Project enables properties within the Assessment Area 1 to be developed.

There is no doubt that the general public and owners of property outside the Assessment Area 1 will benefit from the provision of the 2020 Project. However, these benefits are only incidental since the 2020 Project is designed solely to provide special benefits peculiar to property within the Assessment Area 1. Properties outside of the Assessment Area 1 are not directly served by the 2020 Project and do not depend upon the 2020 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties within the Assessment Area 1 receive compared to those lying outside of the Assessment Area 1's boundaries.

The 2020 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Assessment Area 1 developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Assessment Area 1 to increase by more than the sum of the financed cost of the 2020 Project. Even though the exact value of the benefits provided by the 2020 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed for the Phases 1 and 2.

Section Three provides a summary of the 2020 Project as determined by the District Engineer.

Section Four discusses the financing program for the Phases 1 and 2.

Section Five introduces the supplemental special assessment methodology for the Phases 1 and 2.

2.0 Development Program

2.1 Overview

The District will serve the West Port development (the "Development" or "West Port"), a master planned, mixed-use development located in unincorporated Charlotte County. The land within the District consists of approximately 434.67 +/- acres of land generally located between El Jobean (State Road 776) and US 41 east of Biscayne Drive. The Assessment Area 1 comprises of a total of 120.85 +/- gross acres within

two distinct land parcels, one parcel referred to as Pod H with an area of 79.75 +/- gross acres and another parcel referred to as Pod B with an area of 41.10 +/- gross acres. As noted below, the Assessment Area 1 Project consists of multiple phases that will be developed within Pods H and B. Phases 1 and 2 are intended to be developed into the first 320 lots within the Assessment Area 1 and within portions of Pods H and B, but are not planned to occupy the entirety of the land within the Assessment Area 1.

2.2 The Development Program

As first described in *Section 1.1*, the development of West Port is projected to be conducted within three (3) separate geographical areas referred to as Assessment Area 1, Assessment Area 2/3 and Assessment Area 4. The development within the three (3) assessment areas will be conducted by at least three (3) separate landowners and developers. Based upon the information provided by the developer of land within the Assessment Area 1 (the "Area 1 Developer"), the development within the Assessment Area 1 is projected to occur over a multi-year period and be conducted in three (3) or more phases, with Phases 1 and 2 constituting the first phases projected to be commenced in 2020. According to the Area 1 Developer, Assessment Area 1 is currently projected to be developed with a total of 431 residential units, with Phases 1 and 2 accounting for a total of 320 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the projected development plan for the Phases 1 and 2 while Exhibit A illustrates the boundaries and location of Assessment Area 1.

Please note that the exact location of the planned 320 residential units comprising Phases 1 and 2 will not be known until such time when units are platted. That said, for purposes herein, the portion of the Assessment Area 1 where the 320 residential units comprising Phases 1 and 2 will be located will be referred to as the Assessment Area 1: Phases 1 and 2, and that upon platting of all 320 planned units within the Assessment Area 1: Phases 1 and 2, the remaining balance of unplatted land within the Assessment Area 1 will be referred to as the Assessment Area 1: Future Phases. Further, the Assessment Area 1: Future Phases may be further subdivided into additional, individual Assessment Areas as stated in *Section 2.2* of the Master Report.

3.0 The 2020 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report and Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under

the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

As described by the District Engineer in the Engineer's Report, as well as previously described in the Master Report, the Capital Improvement Plan needed to serve the District is projected to consist of three (3) separate projects, with each project serving the infrastructure needs of each of the three (3) assessment areas within the District. Certain portions of the Capital Improvement Plan includes improvements that are projected to be shared between and benefit all assessment areas, referred to as "Master Improvements", as well as improvements that are projected to be unique to each assessment area, and consequently benefit only that particular assessment area, referred to as "Neighborhood Improvements".

The Master Improvements are projected to include shared off-site transportation improvements while the Neighborhood Improvements are projected to consist of roadways, stormwater management, water and sewer utilities, hardscape/landscape/irrigation/lighting, the differential cost of undergrounding electric utilities, and amenity (public parks). According to the District Engineer, the total cost of the Capital Improvement Plan will be approximately \$36,050,000, including a total of \$14,640,000 for the Assessment Area 1 (the "Assessment Area 1 Project"), with the total cost of the Master Improvements being \$750,000, including a total of \$215,000 for Assessment Area 1, and total cost of the Neighborhood Improvements being \$35,300,000, including a total of \$14,425,000 for Assessment Area 1. Within each of Assessment Area 1 and Assessment Area 2/3, the Neighborhood Improvements will comprise an interrelated system of improvements serving only those lands within the respective assessment area. As a practical matter, and because the Neighborhood Improvements within Assessment Area 1 function as a system of improvements benefitting all developable lands within Assessment Area 1, any unfunded amount of the 2020 Project may be funded from a future bond series secured by special assessments levied on the remaining lands within Assessment Area 1.

3.3 The 2020 Project

As described by the District Engineer in the Supplemental Engineer's Report, the 2020 Project is that portion of the Assessment Area 1 Project anticipated to begin in 2020 that will be necessary for the development of the first 320 residential units within Assessment Area 1. The infrastructure will consist of shared off-site transportation improvements, which are part of the Master Improvements described in *Section 3.2*, as well as roadways, stormwater management, water and sewer utilities, hardscape/ landscape/irrigation/lighting, the differential cost of undergrounding electric utilities, and amenity (public parks), which are part of Neighborhood Improvements also described in *Section 3.2*. According to the District Engineer, the total cost of the 2020 Project is estimated at \$9,846,188, with Master Improvements estimated to total

\$159,628, and Neighborhood Improvements estimated to total \$9,686,560. Table 2 in the *Appendix* illustrates the specific components of the 2020 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the Phases 1 and 2 of Assessment Area 1. It is the District's intention to finance a portion of the costs of the 2020 Project with proceeds of its Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (the "Bonds") in the principal amount estimated at \$6,735,000. The Bonds will finance infrastructure construction/acquisition costs in the approximate amount of \$6,039,294.77.

As the Bonds will finance only a portion of the costs of the 2020 Project in the total amount of approximately \$6,039,294.77, the District expects that the Area 1 Developer will contribute to the District infrastructure valued at \$3,806,893.23 (including a minimum of \$1,426,560 in the form of cash payment equal to the amount of utility impact fees needed to be paid by the District to Charlotte County Utilities), which as mentioned above in *Section 3.2* may be funded by the Developer or by a future bond series.

4.2 Types of Bonds

The supplemental financing plan for the District provides for the issuance of the Bonds in the principal amount of \$6,735,000 to finance approximately \$6,039,294.77 in costs of the 2020 Project. As projected under this Supplemental Report, the Bonds are structured to be repaid in no more than 30 annual installments following an approximately 13-month capitalized interest period. Interest payments on the Bonds will be made every May 1 and November 1, and principal payments on the Bonds will be made every May 1.

In order to finance the improvement and other costs, the District needs to borrow more funds and incur indebtedness in the total amount of \$6,735,000. The difference between the project costs and financing costs is comprised of funding for the debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Final sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds which are necessary to construct/acquire the infrastructure improvements which are

part of the 2020 Project outlined in *Section 3.3* and described in more detail in the Supplemental Engineer's Report. Thus, improvements undertaken and funded by the District as part of the 2020 Project lead to special and peculiar benefits and general benefits, with special and peculiar benefits accruing to properties within Assessment Area 1 within the District and general benefits accruing to properties outside of Assessment Area 1 and also outside of the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the 2020 Project. All properties within Assessment Area 1 of the District that receive special and peculiar benefits from the 2020 Project, which are the first 320 residential units platted within Assessment Area 1, will be assessed for their fair share of the debt issued in order to finance the 2020 Project.

5.2 Benefit Allocation

The current development plan for the Phases 1 and 2 envisions the development of a total of 320 residential single-family units, although unit numbers and land use types may change throughout the development period.

Within Assessment Area 1, the improvements that comprise the 2020 Project will comprise an interrelated system of improvements together with future projects within Assessment Area 1, which means all of the improvements will serve the area within Assessment Area 1, and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the land uses will benefit from each improvement category, as the improvements provide basic infrastructure to all assessable land within Assessment Area 1 and benefit all assessable land within Assessment Area 1 as an integrated system of improvements. The Master Improvements comprising the 2020 Project will also provide benefit to the other assessment areas within the District.

As stated previously, public improvements that comprise the 2020 Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area 1, as without such public improvements, the development of the properties within Assessment Area 1 would not be possible. Based upon the connection between the public improvements and the special and peculiar benefits to the land within Assessment Area 1, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

As first proposed in the Master Report, the benefit associated with the 2020 Project is proposed to be allocated to the residential single-family

units uniformly, with each residential single-family unit assigned the same unitary value of a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the various types of residential single-family units contemplated to be developed within Assessment Area 1, the total ERU counts for, and the share of the benefit received by each land use.

Using the ERU benefit allocations developed in Table 4 in the *Appendix* and applying them to the total cost estimate of the 2020 Project of \$9,846,188, Table 5 in the *Appendix* illustrates the allocation of benefit of the 2020 Project to the residential single-family unit proposed to be developed in Assessment Area 1. The portion of the 2020 Project not funded by the 2020 Bonds in the total amount of \$3,806,893.23 will be funded by the Developer pursuant to a completion agreement with the District, or funded from future bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the "Bond Assessments") in accordance with the cost allocations shown in Table 4 in the *Appendix*.

Should the number of and types of land uses of properties change in the future, the District will apply the methodology described in this Section to calculate the resulting number of ERUs in accordance with the Master Methodology after the changes and evaluate the impact of such changes as described in *Section 5.6*.

5.3 Assigning Bond Assessments

As the land within Assessment Area 1 of the District is not yet platted for its intended final use and the precise location of the different residential single-family units within Phases 1 and 2 by lot or parcel is unknown, the Bond Assessments will initially be levied on all of the land within Assessment Area 1 on an equal pro-rata gross acre basis. For instance, the Bond Assessments of \$6,735,000 will be preliminarily levied on approximately 120.85 +/- gross acres in all of Assessment Area 1 at a rate of \$55,730.24 per gross acre.

When the land within Assessment Area 1 is platted, the Bond Assessments will be allocated to each platted residential parcel on a first-platted, first-assigned basis as reflected in Table 6 in the *Appendix*. Such allocation of Bond Assessments from unplatted gross acres will reduce the amount of Bond Assessments levied on unplatted gross acres within Assessment Area 1 until such time that the total amount of the Bond Assessments has been allocated to all 320 platted residential single-family units within Phases 1 and 2.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document

to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area 1. The improvements that are part of the 2020 Project benefit assessable properties within Assessment Area 1, and accrue to all such assessable properties on an ERU basis.

Public improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area 1. The special and peculiar benefits resulting from each public improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public improvements which are part of the 2020 Project make the assessable land in the District developable and saleable and when implemented jointly as parts of the 2020 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area 1 according to reasonable estimates of the special and peculiar benefits derived from the 2020 Project. Accordingly, no acre or parcel of property within Assessment Area 1 will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Area 1 Developer prior to construction. As development occurs it is possible that the development plan may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. Please note that in addition to the parameters set forth herein, any true-up consideration will also involve verification that after such true-up payment assessment levels do not exceed the maximum assessment levels established in the Master Report.

This mechanism is to be utilized to ensure that the Bond Assessments on a unit basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology as contemplated in this First Supplemental Report and illustrated in Table 6 in the *Appendix*.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Assessment Area 1, the Bond Assessments for land that remains unplatted within Assessment Area 1 is equal to the levels shown in Table 6 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Phases 1 and 2 within Assessment Area 1, the Bond Assessments for land that remains unplatted within Assessment Area 1 is equal to less than the levels in shown in Table 6 in the *Appendix* (a result of an overall larger number of units), then the per unit Bond Assessments for all units within Assessment Area 1 will be lowered if that state persists at the conclusion of platting of all land within Assessment Area 1, or shall otherwise be adjusted to the to the extent permitted by Florida law and in the District's sole discretion.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Assessment Area 1, the Bond Assessments for land that remains unplatted¹ within Assessment Area 1 is equal to more than the levels in shown in Table 6 in the *Appendix* (as a result of an overall smaller number of units), taking into account any future development plans for the unplatted lands – in the District's reasonable discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of Bond Assessments on the unplatted land within Assessment Area 1 to occur. Such a collection right

¹ For example, if the first platting in Assessment Area 1 includes 50 SF 50' lots and 109 SF 40' lots, which equates to a total allocation of \$3,346,453.13 in Bond Assessments, then the remaining unplatted land within the Assessment Area 1 would be required to absorb 161 SF 50' lots, or \$3,388,546.88 in Bond Assessments. If the remaining unplatted land within Assessment Area 1 would only be able to absorb 150 SF 50' lots, or \$3,157,031.25 in Bond Assessments, then a true-up, payable by the owner of the land subject to the initial plat, would be due in the amount of \$231,515.63 in Bond Assessments plus accrued interest.

exists as part of the applicable assessment liens established hereunder, and an additional collection right may also exist pursuant to true-up agreement(s) to be entered into between the District and the Area 1 Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption of the Bonds a true-up payment equal to the difference between the actual Bond Assessments per unit and the Bond Assessments as illustrated in Table 6 in the *Appendix* plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be calculated to the following interest payment date (or such other time as set forth in the supplemental indenture for the Bonds secured by the Bond Assessments). Please note that any “true-up”, as described herein may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such assessment levels.

In addition to platting of property within the Assessment Area 1, any planned sale of an unplatted parcel within Assessment Area 1 to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessments per unit for land that remains unplatted within Assessment Area 1 remains equal to the levels in shown in Table 6 in the *Appendix*. The test will be based upon the development rights as signified by the number of units and types of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

Note that, in the event that the 2020 Project is not completed, certain contributions are not made, or under certain other circumstances, the District may be required to reallocate the Bond Assessments.

5.7 Assessment Roll

Bond Assessments in the principal amount of \$6,735,000 are proposed to be levied over the Assessment Area 1 as described in Exhibit A. Excluding any capitalized interest period, debt service assessment shall be paid in no more than thirty (30) yearly installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s 2020 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Area 1 Developer. The allocation Methodology described herein was

based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Series 2020 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

West Port

Community Development District

Development Plan

Land Use	Pod	Number of Units		Total
		Phase 1	Phase 2	
SF 50'	B	104	0	104
SF 40'	H	42	67	109
SF 50'	H	40	67	107
Total		186	134	320

Table 2

West Port

Community Development District

Capital Improvement Program

Improvement	2020 Project
Master Improvements	
Shared Off-Site Improvements	\$159,628
Neighborhood Improvements	
Neighborhood Roadways	\$1,000,000
Stormwater Management	\$2,250,000
Utilities (Water, Sewer, Reclaimed)	\$4,076,560
Hardscape/Landscape/Irrigation/Lighting	\$525,000
Streetlighting/Underground Electric	\$200,000
Amenity (Parks)	\$300,000
Professional Services	\$525,000
Contingency	\$810,000
Total	\$9,846,188

Table 3

West Port

Community Development District

Sources and Uses of Funds

Sources

Bond Proceeds:

Par Amount	\$6,735,000.00
Premium	\$88,385.00
Total Sources	\$6,823,385.00

Uses

Project Fund Deposits:

2020 Project	\$6,039,294.77
--------------	----------------

Other Fund Deposits:

Debt Service Reserve Fund	\$191,950.00
Capitalized Interest Fund	\$272,940.23
	\$464,890.23

Delivery Date Expenses:

Costs of Issuance	\$184,500.00
Underwriter's Discount	\$134,700.00
	\$319,200.00

Total Uses	\$6,823,385.00
-------------------	-----------------------

Table 4

West Port

Community Development District

Benefit Allocation

Land Use	Number of Units	ERU Weight per		Total ERU	Percent Share of Total
		Unit			
SF 50'	104	1.00		104.00	32.50%
SF 40'	109	1.00		109.00	34.06%
SF 50'	107	1.00		107.00	33.44%
Total	320			320.00	100.00%

Table 5

West Port

Community Development District

2020 Project Cost Allocation

Land Use	Number of Units	2020 Project Cost		2020 Project Cost Contribution by Area 1 Developer**
		Allocation*	Costs Financeable by Bonds	
SF 50'	104	\$3,200,011.10	\$1,962,770.80	\$1,237,240.30
SF 40'	109	\$3,353,857.79	\$2,057,134.78	\$1,296,723.01
SF 50'	107	\$3,292,319.11	\$2,019,389.19	\$1,272,929.92
Total	320	\$9,846,188.00	\$6,039,294.77	\$3,806,893.23

* Please note that cost allocations herein are based on ERU benefit allocations in Table 4

** Please note that a minimum of \$1,426,560 of the total amount of the Contribution by Area 1 Developer shall be in the form of cash payment to be deposited into the Series 2020 Acquisition and Construction Account. Such cash contribution in the amount of at least \$1,426,560 is equal to the amount of utility impact fees needed to be paid by the District to Charlotte County Utilities.

Table 6

West Port

Community Development District

Bond Assessments Apportionment

Land Use	Number of Units	Capital Improvement Plan Cost Allocation	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Debt Service per Unit*	Annual Bond Assessments Debt Service per Unit**
SF 50'	104	\$1,962,770.80	\$2,188,875.00	\$21,046.88	\$1,199.69	\$1,276.26
SF 40'	109	\$2,057,134.78	\$2,294,109.38	\$21,046.88	\$1,199.69	\$1,276.26
SF 50'	107	\$2,019,389.19	\$2,252,015.63	\$21,046.88	\$1,199.69	\$1,276.26
Total	320	\$6,039,294.77	\$6,735,000.00			

* Excludes costs of collection and early payment discount allowance

** Includes costs of collection and early payment discount allowance

Exhibit A

Bond Assessments in the principal amount of \$6,735,000 are proposed to be levied over the area as described below designating Assessment Area 1:

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1A			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/12/19	Revised Boundary	JCM			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS64230		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 		
			GeoPoint Surveying, Inc.		
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-DS.DWG LAST SAVED BY: EHYATT					01 of 02

Description Sketch

(Not A Survey)

NORTH CHARLOTTE REGIONAL PARKO

NORTH BOUNDARY OF NORTH CHARLOTTE REGIONAL PARK

S89°27'00"E 1230.97'



2504.94'

N00°20'51"W

ASSESSMENT AREA 1AT
(AREA = 79.75 ACRES.±)

S00°30'25"E

2002.10'

FLAMINGO WATERWAY

NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

C1

796.84'

N70°34'29"W

L1

775.34'

S10°12'47"W

C2

EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 11

POINT OF BEGINNING

N 15°49'23" E
537.95'

S 69°10'05" W
408.28'

N 00°29'33" W
273.78'

NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (BASIS OF BEARINGS)

110

120

STATE ROAD 776

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 11

140

130

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

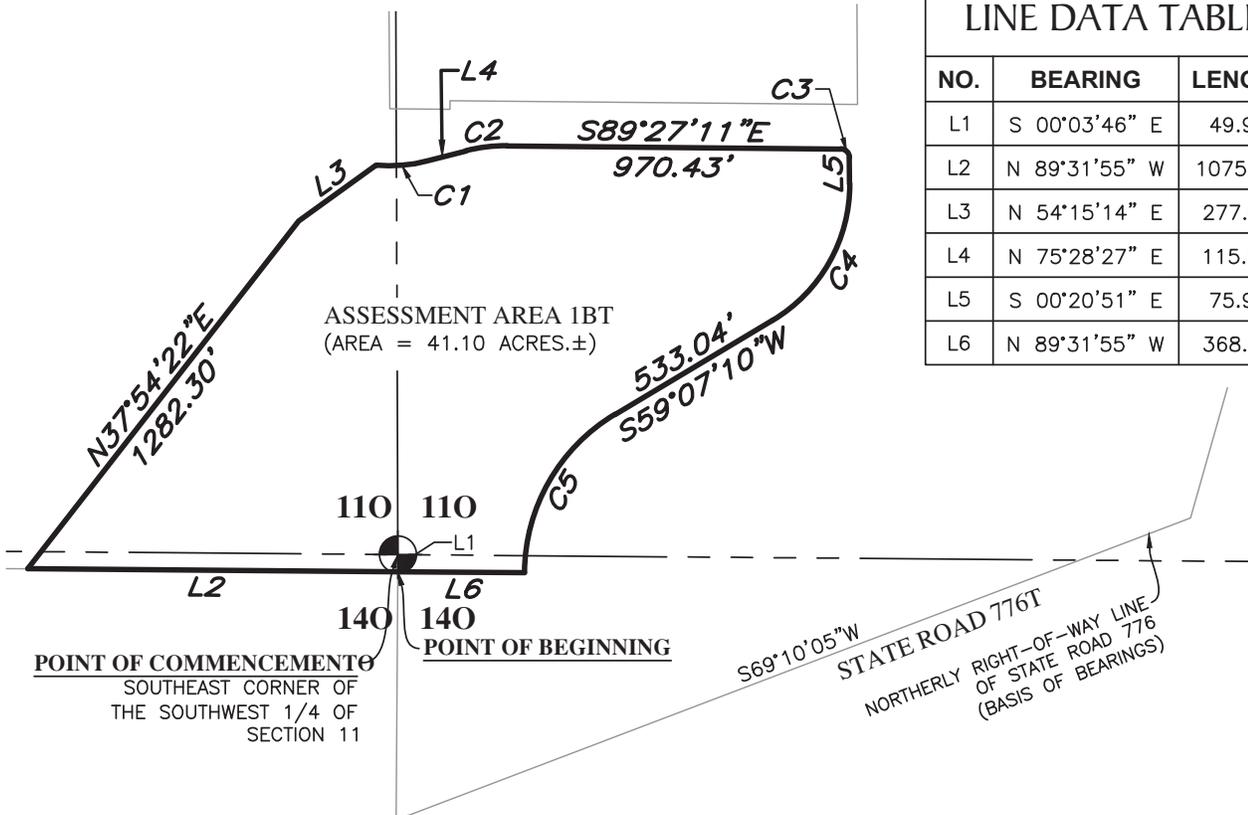
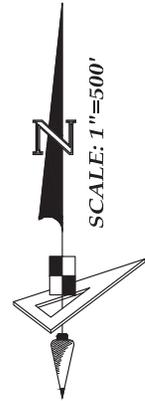
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared For: Morris Engineering		
PHASE: Assessment Area 1B		(Not A Survey)	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 	
DRAWN: JCM	DATE: 10/30/19			CHECKED BY: DAW
REVISIONS				
DATE	DESCRIPTION	DRAWN BY	David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS64230	
12/13/19	revised description	ECH		
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1B-DS.DWG LAST SAVED BY: EHYATT			01 of 02	

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	59°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	58°46'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

EXHIBIT C

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW	
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/10	Revised Boundary	JCM	
		David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423	
		213 Hubbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768	
			
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			01 of 02

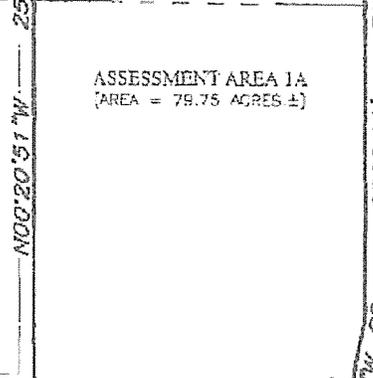
Description Sketch

(Not A Survey)

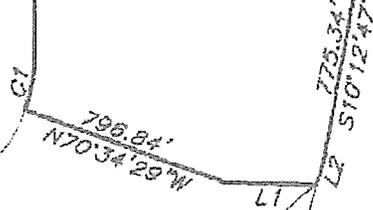
NORTH CHARLOTTE REGIONAL PARK

NORTH BOUNDARY OF NORTH CHARLOTTE REGIONAL PARK

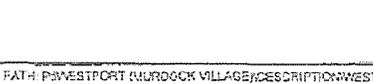
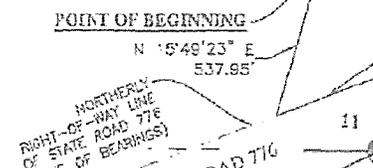
S89°27'00"E 1230.97'



ASSESSMENT AREA 1A
(AREA = 79.75 ACRES ±)



FLAMINGO WATERWAY



NO.	BEARING	LENGTH
L1	N 68°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	10°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
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Phone: (813) 248-8888
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Description Sketch

(Not A Survey)

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COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1076.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.64°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.86°13'38"E., 149.03 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.86°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

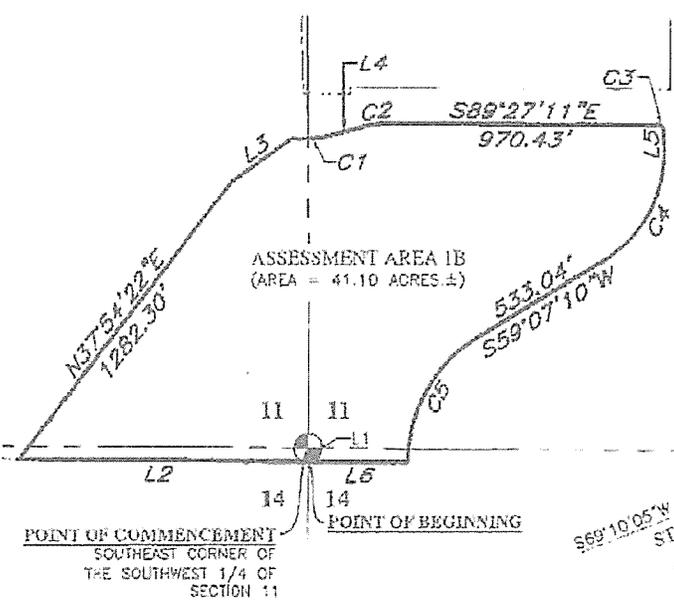
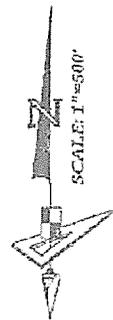
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW	
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/13/19	revised description	EGR	
		David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423	
		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 	
FILE PATH: P:\WESTPORT (MURDOCK\VLASE)\DESCRIPTION\WESTPORT-19-D5.DWG			LAST SAVED BY: EHP:ATT
			01 of 02

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	366.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'35" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.86'	36.08'	S 44°54'01" E
C4	460.00'	59°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	56°46'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



COMPOSITE EXHIBIT D

BOND MATURITY TABLE

West Port Community Development District
 Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project)

Maturity Date	Term 1	Term 2	Term 3	Term 4	Total
05/01/2022	130,000				130,000
05/01/2023	135,000				135,000
05/01/2024	140,000				140,000
05/01/2025	140,000				140,000
05/01/2026		145,000			145,000
05/01/2027		150,000			150,000
05/01/2028		155,000			155,000
05/01/2029		160,000			160,000
05/01/2030		165,000			165,000
05/01/2031		170,000			170,000
05/01/2032			175,000		175,000
05/01/2033			180,000		180,000
05/01/2034			190,000		190,000
05/01/2035			195,000		195,000
05/01/2036			205,000		205,000
05/01/2037			215,000		215,000
05/01/2038			220,000		220,000
05/01/2039			230,000		230,000
05/01/2040			240,000		240,000
05/01/2041				250,000	250,000
05/01/2042				260,000	260,000
05/01/2043				270,000	270,000
05/01/2044				285,000	285,000
05/01/2045				295,000	295,000
05/01/2046				305,000	305,000
05/01/2047				320,000	320,000
05/01/2048				330,000	330,000
05/01/2049				345,000	345,000
05/01/2050				360,000	360,000
05/01/2051				375,000	375,000
	545,000	945,000	1,850,000	3,395,000	6,735,000

SOURCES AND USES OF FUNDS

West Port Community Development District
Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project)

Sources:

Bond Proceeds:	
Par Amount	6,735,000.00
Premium	88,385.00
	<hr/>
	6,823,385.00

Uses:

Other Fund Deposits:	
DSRF (50% MADS)	191,950.00
Capitalized Interest Fund (thru 5/1/2021)	272,940.23
	<hr/>
	464,890.23
Delivery Date Expenses:	
Cost of Issuance	184,500.00
Underwriter's Discount	134,700.00
	<hr/>
	319,200.00
Other Uses of Funds:	
Construction Fund	6,039,294.77
	<hr/>
	6,823,385.00

BOND DEBT SERVICE

West Port Community Development District
Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project)

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2020			146,643.98	146,643.98
11/01/2021			252,592.50	252,592.50
11/01/2022	130,000	2.650%	250,870.00	380,870.00
11/01/2023	135,000	2.650%	247,358.75	382,358.75
11/01/2024	140,000	2.650%	243,715.00	383,715.00
11/01/2025	140,000	2.650%	240,005.00	380,005.00
11/01/2026	145,000	3.000%	235,975.00	380,975.00
11/01/2027	150,000	3.000%	231,550.00	381,550.00
11/01/2028	155,000	3.000%	226,975.00	381,975.00
11/01/2029	160,000	3.000%	222,250.00	382,250.00
11/01/2030	165,000	3.000%	217,375.00	382,375.00
11/01/2031	170,000	3.000%	212,350.00	382,350.00
11/01/2032	175,000	4.000%	206,300.00	381,300.00
11/01/2033	180,000	4.000%	199,200.00	379,200.00
11/01/2034	190,000	4.000%	191,800.00	381,800.00
11/01/2035	195,000	4.000%	184,100.00	379,100.00
11/01/2036	205,000	4.000%	176,100.00	381,100.00
11/01/2037	215,000	4.000%	167,700.00	382,700.00
11/01/2038	220,000	4.000%	159,000.00	379,000.00
11/01/2039	230,000	4.000%	150,000.00	380,000.00
11/01/2040	240,000	4.000%	140,600.00	380,600.00
11/01/2041	250,000	4.000%	130,800.00	380,800.00
11/01/2042	260,000	4.000%	120,600.00	380,600.00
11/01/2043	270,000	4.000%	110,000.00	380,000.00
11/01/2044	285,000	4.000%	98,900.00	383,900.00
11/01/2045	295,000	4.000%	87,300.00	382,300.00
11/01/2046	305,000	4.000%	75,300.00	380,300.00
11/01/2047	320,000	4.000%	62,800.00	382,800.00
11/01/2048	330,000	4.000%	49,800.00	379,800.00
11/01/2049	345,000	4.000%	36,300.00	381,300.00
11/01/2050	360,000	4.000%	22,200.00	382,200.00
11/01/2051	375,000	4.000%	7,500.00	382,500.00
	6,735,000		5,103,960.23	11,838,960.23

BOND DEBT SERVICE

West Port Community Development District
Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2020			146,643.98	146,643.98	146,643.98
05/01/2021			126,296.25	126,296.25	
11/01/2021			126,296.25	126,296.25	252,592.50
05/01/2022	130,000	2.650%	126,296.25	256,296.25	
11/01/2022			124,573.75	124,573.75	380,870.00
05/01/2023	135,000	2.650%	124,573.75	259,573.75	
11/01/2023			122,785.00	122,785.00	382,358.75
05/01/2024	140,000	2.650%	122,785.00	262,785.00	
11/01/2024			120,930.00	120,930.00	383,715.00
05/01/2025	140,000	2.650%	120,930.00	260,930.00	
11/01/2025			119,075.00	119,075.00	380,005.00
05/01/2026	145,000	3.000%	119,075.00	264,075.00	
11/01/2026			116,900.00	116,900.00	380,975.00
05/01/2027	150,000	3.000%	116,900.00	266,900.00	
11/01/2027			114,650.00	114,650.00	381,550.00
05/01/2028	155,000	3.000%	114,650.00	269,650.00	
11/01/2028			112,325.00	112,325.00	381,975.00
05/01/2029	160,000	3.000%	112,325.00	272,325.00	
11/01/2029			109,925.00	109,925.00	382,250.00
05/01/2030	165,000	3.000%	109,925.00	274,925.00	
11/01/2030			107,450.00	107,450.00	382,375.00
05/01/2031	170,000	3.000%	107,450.00	277,450.00	
11/01/2031			104,900.00	104,900.00	382,350.00
05/01/2032	175,000	4.000%	104,900.00	279,900.00	
11/01/2032			101,400.00	101,400.00	381,300.00
05/01/2033	180,000	4.000%	101,400.00	281,400.00	
11/01/2033			97,800.00	97,800.00	379,200.00
05/01/2034	190,000	4.000%	97,800.00	287,800.00	
11/01/2034			94,000.00	94,000.00	381,800.00
05/01/2035	195,000	4.000%	94,000.00	289,000.00	
11/01/2035			90,100.00	90,100.00	379,100.00
05/01/2036	205,000	4.000%	90,100.00	295,100.00	
11/01/2036			86,000.00	86,000.00	381,100.00
05/01/2037	215,000	4.000%	86,000.00	301,000.00	
11/01/2037			81,700.00	81,700.00	382,700.00
05/01/2038	220,000	4.000%	81,700.00	301,700.00	
11/01/2038			77,300.00	77,300.00	379,000.00
05/01/2039	230,000	4.000%	77,300.00	307,300.00	
11/01/2039			72,700.00	72,700.00	380,000.00
05/01/2040	240,000	4.000%	72,700.00	312,700.00	
11/01/2040			67,900.00	67,900.00	380,600.00
05/01/2041	250,000	4.000%	67,900.00	317,900.00	
11/01/2041			62,900.00	62,900.00	380,800.00
05/01/2042	260,000	4.000%	62,900.00	322,900.00	
11/01/2042			57,700.00	57,700.00	380,600.00
05/01/2043	270,000	4.000%	57,700.00	327,700.00	
11/01/2043			52,300.00	52,300.00	380,000.00
05/01/2044	285,000	4.000%	52,300.00	337,300.00	
11/01/2044			46,600.00	46,600.00	383,900.00
05/01/2045	295,000	4.000%	46,600.00	341,600.00	
11/01/2045			40,700.00	40,700.00	382,300.00
05/01/2046	305,000	4.000%	40,700.00	345,700.00	
11/01/2046			34,600.00	34,600.00	380,300.00
05/01/2047	320,000	4.000%	34,600.00	354,600.00	
11/01/2047			28,200.00	28,200.00	382,800.00

BOND DEBT SERVICE

West Port Community Development District
Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2048	330,000	4.000%	28,200.00	358,200.00	
11/01/2048			21,600.00	21,600.00	379,800.00
05/01/2049	345,000	4.000%	21,600.00	366,600.00	
11/01/2049			14,700.00	14,700.00	381,300.00
05/01/2050	360,000	4.000%	14,700.00	374,700.00	
11/01/2050			7,500.00	7,500.00	382,200.00
05/01/2051	375,000	4.000%	7,500.00	382,500.00	
11/01/2051					382,500.00
	6,735,000		5,103,960.23	11,838,960.23	11,838,960.23

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3D

Hopping Green & Sams

Attorneys and Counselors

April 2, 2020

West Port Community Development District
Charlotte County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Regions Bank, as Trustee
Jacksonville, Florida
(solely for reliance upon Sections C.1, C.2 and C.3)

Re: \$6,735,000 West Port Community Development District (Manatee County, Florida) Special Assessment Bonds, Series 2020

Ladies and Gentlemen:

We serve as counsel to the West Port Community Development District (“**District**”), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$6,735,000 West Port Community Development District (Manatee County, Florida) Special Assessment Bonds, Series 2020 (“**Bonds**”). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below), Section 2.09 of the Supplemental Trust Indenture (defined below), and Section 8(c) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance 2019-023, enacted by the Board of County Commissioners of Charlotte County, Florida, which was effective as of October 23, 2019 (“**Establishment Ordinance**”);
2. the *Master Trust Indenture*, dated as of March 1, 2020 (“**Master Indenture**”), as supplemented by the *First Supplemental Trust Indenture*, dated as of March 1, 2020 (“**Supplemental Trust Indenture**,” and together with the Master Indenture, “**Indenture**”), each by and between the District and Regions Bank, as trustee (“**Trustee**”);

3. Resolutions Nos. 2020-25 and 2020-34 adopted by the District on October 30, 2019 and February 19, 2020, respectively (collectively, "**Bond Resolution**");
4. *Engineer's Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer's Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020 (together, "**Engineer's Report**"), which describes among other things, the "**Project**;"
5. *First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020 ("**Assessment Methodology**");
6. Resolution Nos. 2020-24, 2020-30, and 2020-35 (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on January 31, 2020, and by the Circuit Court for the Twentieth Judicial Circuit in and for Charlotte County, Florida in Case No. 2019-CA-1188, and Certificate of No Appeal issued on March 9, 2020;
8. the Preliminary Limited Offering Memorandum dated March 3, 2020 ("**PLOM**") and Limited Offering Memorandum dated March 10, 2020 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of Morris Engineering & Consulting, LLC, as "**District Engineer**";
11. certain certifications of Wrathell, Hunt & Associates, LLC, as "**District Manager and Assessment Consultant**";
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of GrayRobinson, P.A. ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. an opinion of Greene Hamrick Quinlan & Schermer, P.A., counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. the following agreements (collectively, "**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated April 2, 2020, by and among the District, KL West Port, LLC ("**Developer**") and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated March 10, 2020 ("**BPA**");
 - (c) the Acquisition and Advanced Funding Agreement (Capital Improvement Plan) between the District and the Developer and dated April 2, 2020;
 - (d) the Completion Agreement (Assessment Area One – 2020 Project) between the District and the Developer and dated April 2, 2020;
 - (e) the True-Up Agreement (Assessment Area One – 2020 Project) between the District and the Developer and dated April 2, 2020; and

- (f) the Collateral Assignment Agreement (Assessment Area One – 2020 Project) between the District and the Developer and dated April 2, 2020;
- 17. a Declaration of Consent (Assessment Area One – 2020 Project) executed by the Developer; and
- 18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the Developer, and others relative to the LOM and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (“Act”), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to adopt and execute the Assessment Resolution and to levy and impose the Debt Assessments, as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens

upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Charlotte County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Prepayment of Series 2020 Special Assessments,” “ENFORCEMENT OF ASSESSMENT COLLECTIONS,” “THE DISTRICT” (excluding the subcaption “District Manager and Other Consultants”), “AGREEMENT BY THE STATE,” “LEGALITY FOR INVESTMENT,” “LITIGATION – The District,” “CONTINUING DISCLOSURE” (as it relates to the District only), “VALIDATION,” and “AUTHORIZATION AND APPROVAL,” and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** –Based on inquiry of the District’s Registered Agent, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. **Compliance with Laws** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. **Authority to Undertake the Project** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate 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.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, project, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a

particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

A handwritten signature in blue ink, appearing to be "J. Sams", written in a cursive style.

HOPPING GREEN & SAMS, P.A.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3DI

**ACQUISITION AND ADVANCED FUNDING AGREEMENT
(CAPITAL IMPROVEMENT PLAN)**

THIS ACQUISITION AND ADVANCED FUNDING AGREEMENT (CAPITAL IMPROVEMENT PLAN)¹ (“**Agreement**”) is made and entered into, by and between:

West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

KL West Port LLC, a Delaware limited liability company, and the owner of Assessment Area 1, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (“**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary developer of the undeveloped lands in Assessment Area 1 (as referenced in the 2020 Engineer’s Report, defined below) and within the District, and may additionally develop other lands within the District; and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements comprising a portion of its “**Capital Improvement Plan**” (“**CIP**”); and

WHEREAS, the CIP is described in the *Engineer’s Report*, dated October 30, 2019, as may be supplemented from time to time (together, “**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the CIP through the use of proceeds from the anticipated sale of its \$6,735,000 Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project), as well as future bonds (together, “**Bonds**”); and

¹ The District and Developer, together with Westport Fund, LLC, have also entered into that certain Development & Contribution Agreement (Assessment Area 4) (“**Assessment Area 4 Acquisition Agreement**”). Nothing herein is intended to amend or otherwise modify the Assessment Area 4 Acquisition Agreement in any way.

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the CIP ("**Work Product**"); or (ii) construction and/or installation of the improvements comprising the CIP ("**Improvements**"); and

WHEREAS, the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

2. ADVANCED FUNDING. Prior to the issuance of the Bonds, the Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the CIP. The Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the CIP.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product and/or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases,

warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product and/or Improvements, and (ii) the fair market value of the Work Product and/or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product and/or Improvements, and (ii) the fair market value of the Work Product and/or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“**Trustee**”).
- c. **Conveyances on “As Is” Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties, copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the District and the Developer agree that it can be difficult to timely effect the turnover of infrastructure from the Developer to the District and then to a third party governmental entity, and, accordingly, the District and the Developer

recognize and agree that the parties shall make reasonable efforts to transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement. Regardless, and subject to the terms of this Agreement, the District has the obligation to acquire all such Work Product and/or Improvements described in the Engineer's Report that is intended to be turned over to a third party governmental entity, and, in the event that the Developer transfers any such Work Product and/or Improvements to a third party governmental entity prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the Bonds.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the CIP; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the CIP, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. **TAXES, ASSESSMENTS, AND COSTS.**

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments including those levied by the District occurring prior to such conveyance, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. **ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the CIP acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer within Assessment Area One, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions, or Advanced Funds. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. CONTRIBUTION OF INFRASTRUCTURE. In connection with the issuance of the Bonds, the District may levy debt service special assessments to secure the repayment of Bonds. As described in more detail in that *Master Special Assessment Methodology Report*, dated October 30, 2019, as supplemented from time to time (together, “**Assessment Report**”), the Developer may request that such debt service special assessments be reduced for certain product types, and in the amounts set forth in the Assessment Report. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of work product, infrastructure or land comprising a portion of the CIP and in the amounts set forth in the Assessment Report. Such contributions shall not be eligible for payment hereunder, and shall be made pursuant to the terms of this Agreement, and in order to support the fair and reasonable allocation of the District’s debt service special assessments.

With respect to the debt service assessments securing the District’s *Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project)*, and as noted in the *First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020, the Developer has not requested any debt service special assessment reduction for any particular product type, and thus there is no minimum required contribution to offset these debt service assessments.

8. IMPACT FEE CREDITS. In connection with the CIP, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District’s assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District’s CIP and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of infrastructure, land (based on appraised value) and/or work product as part of the District’s CIP or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a mutually agreed amount. The District and the Developer agree that the contribution of land or infrastructure required shall be equal to the reasonable fair market value of any such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the CIP.

- a. **Impact Fees / Credits for 2020 Project** – Notwithstanding the provisions of the preceding paragraph, this Section 8.a. applies with respect to the District’s “Assessment Area One – 2020 Project” (a/k/a “**2020 Project**”), which is being funded in part from the proceeds of the *Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project)* (“**2020 Bonds**”), and which is described in the *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020. As part of the 2020 Project, the District intends to fund certain “**Utility Connection Fees**” for the first 320 residential units in Assessment Area One. The District will pay such Utility Connection Fees directly to Charlotte County as part of the 2020 Project. Notwithstanding anything to the contrary herein, the Developer in turn will: (i) serve, at no cost to the District, as the District’s administrator with respect to the distribution of any “**Utility Connection Fee Credits**,” which will be available from the County due to the District’s funding of the Utility Connection Fees; (ii) collect cash payments (“**Builder Credit Payments**”) from the builders of the

first 320 planned residential units in Assessment Area One, in exchange for providing to such builders a corresponding amount of Utility Connection Fee Credits; and (iii) remit all Builder Credit Payments to the District for deposit into the District's Series 2020 Acquisition and Construction Account established in connection with the issuance of the 2020 Bonds. In order to accomplish the foregoing, the Developer shall be entitled to file applications or other appropriate documentation from time to time with Charlotte County to obtain Utility Connection Fee Credits associated with the District-funded Utility Connection Fees, without any further action of the District. In the event of any shortfall between the amount of Utility Connection Fees paid by the District, and the amount of Builder Credit Payments collected from builders, the Developer shall make a cash payment to the District in the amount of such shortfall.

9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the CIP in the event of such a default. Notwithstanding the foregoing, the Developer shall not be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

10. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

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

13. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of

any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

16. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. That said, the parties agree that this Agreement may be assigned to a landowner of Assessment Area 2/3, or a portion thereof, in connection with that subsequent landowner's development of such assessment area.

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

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

19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

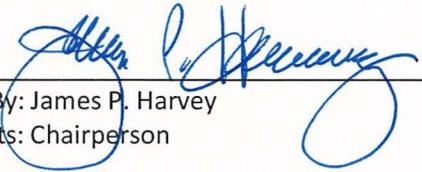
21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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WHEREFORE, the parties below execute the *Acquisition and Advanced Funding Agreement (Capital Improvement Plan)* to be effective as of April 2, 2020.

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**


By: James P. Harvey
Its: Chairperson

KL WEST PORT LLC

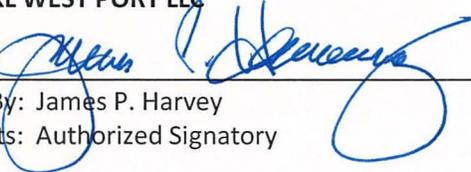

By: James P. Harvey
Its: Authorized Signatory

Exhibit A: *Engineer's Report*, dated October 30, 2019

EXHIBIT A

ENGINEER'S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

October 30, 2019

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EXHIBIT 2.4	EXISTING UTILITIES AND DRAINAGE OUTFALL MAP
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WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

1.1 Description of West Port Community Development District

West Port is a mixed-use community (the "Development") being served by the West Port Community Development District, (the "District"). The District is located in Port Charlotte, Charlotte County, Florida lying within Sections 10 and 11, Township 40 South, Range 21 East; more precisely between El Jobean (State Road 776) and US 41 east of Biscayne Drive, as shown by Exhibit 1.1 of the attached Appendix.

Access to the District is provided via two access points on US 41 and one access point on El Jobean. Additional access points to the east may be provided at a future date, depending on development progress of the adjacent lands. Upon completion of the Development, and based on current plans, the District is expected to contain approximately 1,103 residential units (single family and paired villas), approximately 590 residential multi-family units and 12.14 acres of commercial/retail/hotel property.

1.2 Purpose and Scope of the Report

The purpose of this report is to provide a description of the public improvements ("Capital Improvement Plan," or "CIP") to be constructed and/or acquired by the District, and to provide an apportionment of the categories of costs for the CIP. The assessment methodology ("Assessment Methodology") will be developed by the District's methodology consultant.

The CIP consists of four (4) projects being undertaken by at least three (3) separate landowners, with each project represented by a separate Assessment Area. Note that each Assessment Area is expected to be developed in one or more subphases. In fact, at this early stage of development, the precise boundaries of Assessment Areas 2 and 3 are not yet determined, and accordingly, those Assessment Areas have been combined for purposes of this report and are referred to as "Assessment Areas 2/3." (Such Assessment Areas 2/3 may ultimately be developed into more than 2 assessment areas.) The boundaries of Assessment Areas 2/3 will be more precisely identified in a supplemental report, and likely at the time the District issues bonds to fund improvements for those areas. The present boundaries of each project (Assessment Area) are shown in Exhibit 1.1.

**TABLE 1A
LAND USE SUMMARY**

TYPE OF USE	Assessment Area 1	Assessment Area 2/3	Assessment Area 4	TOTAL PROJECT ACREAGE +/-	% OF TOTAL
SINGLE FAMILY RESIDENTIAL	64.73	107.21	0	171.94	40%
APARTMENT	0	35.88	30.46	66.34	15%
HOTEL/RETAIL/COMMERCIAL	0	0	12.14	12.14	3%
OPEN SPACE *	39.04	82.86	0	121.9	28%
RIGHT-OF-WAY	17.08	32.1	0	62.35	14%
TOTAL***	120.85	258.05	42.6	434.67	100%

* Open Space is comprised of stormwater ponds, wetlands, landscape buffers and other open space.

** All lots and land subject to District Assessments are contained wholly within the boundary of the District as per the Establishment Ordinance.

*** The total acreage for the Assessment Areas is 421.5. The difference between that figure and 434.67 acres is the Collector Roadway right-of-way, which is included in the "TOTAL PROJECT ACREAGE" column for right-of-way only (13.17 acres).

**TABLE 1B
SINGLE FAMILY LOT SIZE AND COUNT SUMMARY
RESIDENTIAL PROJECT**

	Assessment Area 1	Assessment Area 2/3	Assessment Area 4	TOTAL
Residential	431	672	0	1,103
Multi-Family	0	290	300	590
Commercial	0	0	12.14 ac	12.14 ac

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

2.1 District Boundaries

Exhibit 2.1 delineates the boundaries of the District. The District is bounded on the North by existing residential and commercial development as well as US 41, the South by El Jobean and an existing residential development, the East by the Flamingo Waterway and

the West by the Crestwood Waterway. The total acreage of the District is approximately 434.67 acres.

2.2 Description of Properties Served

The District is located in Sections 10 and 11, Township 40 South, Range 21 East, Port Charlotte, Charlotte County, Florida. It is expected that the developable land within the District will be initially owned and developed by three (3) separate landowners with the potential for portions of assessment areas to be conveyed to additional landowners for development as the project progresses.

The land within the District is comprised of developed land consisting of existing roadways, underground and overhead utilities and wetlands. All of the land within the District was developed previously by the General Development Corporation for single family residential back in the 1950's. In the early 2000's Charlotte County created a Community Redevelopment Agency (CRA) that condemned and acquired all of the land that is now within the District for the purpose of redevelopment. The terrain is generally level with elevations ranging from 7.5 to 10.5 feet NAVD 1988. Groundwater is generally between 3 and 4 feet below natural ground and during the wet season the seasonal high-water table is estimated at 2-3 feet below ground.

The entire property within the District is zoned PD (Planned Development) with a Future Land Use of "Murdock Village Mixed Use", and is entitled for up to 2,400 residential and 300,000 square feet of commercial retail as depicted on Exhibits 2.2 and 2.3.

2.3 Existing Infrastructure

The District is located within the Charlotte County Utility service area which will provide potable water, wastewater disposal and reclaimed water services to the Development. Capacity for these utilities is available from Charlotte County Utilities.

Potable water for the Development will be provided by connection to the existing Charlotte County water mains within the US 41 and El Jobean rights-of-way providing for an efficient, looped water main system. The location of these water mains is shown on Exhibit 2.4 of the attached Appendix.

Wastewater from the Development will be collected by gravity sewer mains within the site and will be pumped via one or more lift stations and conveyed via force main to an existing Charlotte County force main also located in the US 41 and El Jobean rights-of-way. The location of existing force mains, which will be utilized by the District infrastructure, is shown on Exhibit 2.4 of the attached Appendix.

The District is located within an open drainage basin. Portions of the existing site drain to the west towards the Crestwood Waterway, while the remainder drains to the south and west to the East Fork Waterway. The existing drainage conditions are shown by Exhibit 2.4 of the attached Appendix.

The District is bordered by two main arterial roadways, US 41 to the north and El Jobean (SR 776) to the south. The District will have direct access to these two arterial roadways.

The District is located within the franchise areas of Florida Power and Electric, Verizon and Spectrum. These utility companies are expected to provide electrical power, telephone, cable and internet services to the District.

All utilities are available to the property or will be during the development of the public infrastructure.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

3.1 Summary of the Proposed District Public Infrastructure

It is anticipated that each of the Assessment Areas will be separately developed. The overall CIP includes certain “Master Improvements” that benefit all of the Assessment Areas, as well as “Neighborhood Improvements” that benefit only their respective Assessment Areas.

The Master Improvements include:

- Offsite Transportation Improvements
- Collector Roads (with attendant Utilities (water, sewer and irrigation) and Hardscape/Landscape/Irrigation/Lighting Improvements)

The Neighborhood Improvements include:

- Stormwater Management
- Neighborhood Roadways
- Utilities (Water, Sewer, Reclaimed) within Neighborhood Roadways
- Hardscape/Landscape/Irrigation/Lighting
- Amenity Parks

Table 2 below identifies how the various improvements will be financed and who will be responsible for ownership and maintenance of the improvements.

Table 2

OWNERSHIP AND MAINTENANCE RESPONSIBILITY

Improvement	Financing	Ownership and Maintenance
<u>MASTER IMPROVEMENTS</u>		
Off-Site Transportation Improvements	District	State of Florida
Collector Roadways with: <ul style="list-style-type: none"> - Utilities (Water, Sewer, Reclaimed) - Hardscape/Landscape/Irrigation - Undergrounding of Electric/Lighting 	Developer/County	Charlotte County Ownership After turnover of the collector roadways to the County, the District will maintain all Hardscape/Landscape/Irrigation and Lighting pursuant to a County ROW permit.
<u>NEIGHBORHOOD IMPROVEMENTS</u>		
Stormwater Management	District	District
Neighborhood Roadways	District/Developer	District/HOA
Utilities (Water, Sewer, Reclaimed)	District	Charlotte County
Hardscape/Landscape/Irrigation	District	District
Undergrounding of Electric/Lighting	District	District
Neighborhood Parks	District/Developer	District/HOA

3.2 MASTER IMPROVEMENTS

As noted above, only the off-site transportation improvements and collector roads constitute master improvements benefitting all Assessment Areas. Of these, only the offsite improvements are being funded by the District, and the allocation of costs among the Assessment Areas can be found in Table 3, below. These costs have been assigned to each of the Assessment Areas based on each areas' proportion of the overall acreage because each Assessment Area roughly benefits from the Master Improvements on a relative acreage basis.

3.2.1 Offsite Improvements

Offsite roadway improvements will consist of the construction of left and right turn lanes at both access connection points to US 41 and at the access connection point on El Jobean. There are no Impact Fee Credits available from any of the offsite improvements. All offsite improvements are required for development of the CIP pursuant to access requirements in the Charlotte County Zoning Ordinance.

3.2.2 Collector Roadways

The portions of roadways within the District that make up the major collector/spine roads are subject to shared funding with Charlotte County. These roadways are referred to as the "PII" roadways (Public Infrastructure Improvements) because they are being partially funded by Charlotte County through a Development Agreement between the Developer and Charlotte County. The roadways include not just the road bed, and asphalt, but also all water and sewer utilities beneath the roadways, as well as hardscaping, landscaping, irrigation and lighting improvements above the roadways. These roadways will not be included in the District's CIP for bond financing purposes.

However, it is anticipated that, pursuant to an applicable County right-of-way permit or other similar approval, the District will operate and maintain the hardscaping, landscaping, irrigation and lighting improvements within the collector roads, as well as other main entry areas into the overall development as "Master Improvements" serving all of the Assessment Areas. As with the other Master Improvements, the hardscaping, landscaping, irrigation and lighting improvements within these roadways and related buffers benefit each Assessment Area on a relative acreage basis.

3.3 NEIGHBORHOOD IMPROVEMENTS

In addition to the Master Improvements described above, each Assessment Area will have its own Neighborhood Improvements, which are generally described below. It is anticipated that the District will finance all of the Neighborhood Improvements for Assessment Areas 1 and 2/3. By contrast, the developer of Assessment Area 4 will develop, own and operate its own Neighborhood Improvements, with the exception of stormwater ponds that will be developed within Assessment Area 4 by the Assessment Area 4 developer and dedicated to the District for ownership and operation.

3.3.1 Neighborhood Roadways

The District's CIP includes various internal roadways, which will be constructed to Charlotte County Road Standards. These roadways will provide internal access to all residential lots, common areas and recreation areas within the District, and will also provide access to and from the State Road rights-of-way serving the District.

Roadway construction will consist of the placement and compaction of structural fill within the rights-of-ways to promote proper drainage and also to provide a suitable sub-base for the roadway. Construction will also consist of installation of roadways base, asphalt and curbing to provide a finished driving surface.

All such roadways within the District are anticipated to be funded, owned and maintained by the District. However, in the event that certain areas of the District

are proposed to be fully gated, the restricted access roadways will not be subject to District funding, except for components that are related to the stormwater system and public utilities beneath the roadways.

3.3.2 Stormwater Management

The District stormwater management system will consist of excavated stormwater management retention areas, drainage pipes, catch basins, swales, berms and water control structures. Stormwater runoff from within the District will be collected and conveyed to the stormwater management areas for water quality treatment and quantity storage. Treated and attenuated stormwater will then be discharged to both the Crestwood Waterway and the East Fork Waterway, pursuant to State and Local Permits and Approvals

The stormwater management system will be designed and constructed in accordance with Southwest Florida Water Management District standards for water quality treatment, quantity storage and flood protection.

The lakes will be excavated in accordance with the size and depth requirements of the Charlotte County Land Development Code and the Southwest Florida Water Management District. The excavated material will be placed within the District to promote the flow of stormwater to the lakes, as well as provide flood protection and control within the District. The District will not finance the cost of transporting or placing the excavated material on the assessable land within the District.

In addition to the above stormwater funding, the District will also fund the infrastructure related to the stormwater conveyance system including the clearing, excavation and the portion of embankment necessary to create stormwater facilities that provide beneficial use to the District, as well as the necessary stormwater piping in the collection and transmission systems. The District will maintain ownership of the stormwater management system within the Development and will also be responsible for the operation and maintenance. Unlike other neighborhood improvements, the District will own and operate the entire stormwater system in all Assessment Areas.

3.3.3 Utilities (Water, Sewer, Reclaimed)

The utilities within the District will consist of potable water and wastewater collection/transmission systems which will be designed and constructed in accordance with the appropriate Charlotte County Utilities and Florida Department of Environmental Protection Standards. The potable water and wastewater collection/transmission systems will be conveyed by the District to the Charlotte County Utilities for ownership, operation and maintenance after completion of construction.

The potable water facilities will consist of distribution mains of varying sizes with all required valves and fire hydrants. Connection to the existing County system will be located within the US-41 and El Jobean (SR 776) rights-of-way.

The wastewater facilities will consist of gravity collection mains flowing to multiple on-site lift stations, throughout the District. A manifolded force main system will then connect the lift stations to the existing Charlotte County force main systems in both the US 41 and El Jobean rights-of-way.

Reclaimed water will be provided to the District by Charlotte County Utilities with a single reclaimed water main connection in the El Jobean right-of-way. This transmission main will be part of the District CIP and will provide water to various areas of the District for irrigation. Water will be conveyed from the transmission line into District stormwater ponds and pumped out of the ponds via irrigation pumps and fed to individual properties within the District. The utility improvements within the neighborhood roadways will be financed by the District and dedicated to the County for ownership, operation and maintenance.

In addition to the utility improvements intended to be constructed by the District, a Capacity Fee is due at the time of issuance of each phase of development Utility Permit. The Capacity Fee is reimbursed by subsequent homebuilders at each building permit. It is intended that the District may finance the Utility Capacity reservations from "A-2 Bonds". Any distribution fee credits will be handled pursuant to a separate agreement between the District and the applicable developer.

3.3.4 Hardscape/Landscaping/Irrigation/Lighting

Landscaping will be provided in the rights-of-way, perimeter buffers, all common areas and District entrances. Landscaping will consist of sod, shrubs, ground cover, trees and irrigation heads directly providing irrigation coverage to the landscaped areas. Irrigation being funded by the District will consist of the wells, pumps and lines installed to provide irrigation to the common areas only. Also included in this category are hardscape features such as subdivision entry monuments. Existing vegetation will be utilized for landscaping where possible.

3.3.5 Street Lights/Undergrounding of Electrical Utility Lines

The CIP also includes the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District lies within the area served by Florida Power and Light for electrical power, and any lines and transformers would be owned by FPL and not paid for by the District.

The District may elect to purchase, install and maintain street lights. If so, the District would finance such purchase and installation as part of the District's CIP. Alternatively, the District may elect to lease street lights through an agreement

with FPL, in which case the District would fund the street lights through and annual operations and maintenance assessment.

3.3.5 Amenity Parks

The District may elect to construct amenity parks within Assessment Areas 1 and 2/3. The parks, and the appurtenances associated with the parks such as benches, trails, structures, playgrounds, etc. would be financed through the District. The District would own, maintain and operate the park areas funded as part of the CIP. The Assessment Area developers may elect to fund the construction of their own private parks in lieu of, or in addition to, any parks financed by the District.

3.3.6 Professional Services

The professional services for design and construction of all components within the District consist of engineering the stormwater management system, utilities and roadways as well as soils investigation and testing, landscaping design, environmental consultation, construction services for inspection of infrastructure during construction and other professional fees necessary for the design and implementation of the District infrastructure.

The costs do not include the legal, administrative, financing, operation or maintenance services necessary to finance, construct and operate the District infrastructure.

In addition to the above professional services funding, the District will also reimburse the costs of the professional services that were performed prior to the establishment of the District that provided the means to develop improvements comprising the CIP. These services include, but are not limited to, soil exploration, water management permitting, master utility permitting and design, environmental permitting, etc.

These costs also include permitting fees for construction of required District infrastructure, bonding for these facilities and construction inspection services.

3.4 OPERATIONS AND MAINTENANCE SERVICES

As noted above, the Master Improvements benefit each Assessment Area on a relative acreage basis, and thus it follows that operations and maintenance services for the Master Improvements (e.g., the maintenance of improvements within the collector roads and other master right-of-way areas and buffers) would also benefit each Assessment Area on a relative acreage basis. Along those lines, Neighborhood Improvements are geographically located within specific Assessment Areas and thus it is our opinion that the Neighborhood Improvements for a specific Assessment Area – and the services involved in operating and maintaining those Neighborhood Improvements – benefit the

applicable Assessment Area. That said, if a particular service (e.g., aquatics maintenance of the stormwater system or maintenance of preserves) is more efficiently conducted under a single service contract across the Assessment Areas, then it is our view that the benefit from those services may be attributed to each Assessment Area on a relative acreage basis.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 3, below, presents the Opinion of Probable Cost for the CIP to include all proposed infrastructure within the District boundary as well as the necessary offsite improvements, professional fees and a Contingency.

It is my professional opinion that these costs are reasonable for the quality of work desired.

TABLE 3

Summary of Opinion of Total Probable Cost

<u>Improvement Description</u>	<u>Assessment Area 1</u>	<u>Assessment Area 2/3</u>	<u>Assessment Area 4**</u>	<u>Total Estimated Cost</u>
Shared Offsite Improvements****	\$215,000	\$459,000	\$76,000	\$750,000
Neighborhood Roadways	\$2,000,000	\$3,500,000	0	\$5,500,000
Stormwater Management	\$3,750,000	\$4,050,000	0	\$7,800,000
Utilities (Water, Sewer, Reclaimed)	\$5,650,000	\$7,150,000	0	\$12,800,000
Hardscape/Landscape/Irrigation/Lighting	\$1,050,000	\$1,550,000	0	\$2,600,000
Streetlights/Underground Electric	\$400,000	\$600,000	0	\$1,000,000
Amenity (Parks)	\$400,000	\$800,000	0	\$1,200,000
Professional Services	\$825,000	\$1,375,000	0	\$2,200,000
Contingency	\$1,350,000	\$1,850,000	0	\$3,200,000
TOTAL	\$15,640,000	\$21,334,000	\$76,000	\$37,050,000

* The probable costs estimated herein do not include anticipated carrying cost, interest, reserves or other anticipated CDD expenditures that may be incurred.

* No Public Infrastructure Improvements that are part of the Murdock Village Development Agreement are included within this estimate.

* Utilities Costs include Prepaid Utility Line Fees

**The Shared Offsite Improvements attributable to Assessment Area 4 will not be funded by the District, but instead will be contributed at no cost to the District pursuant to a separate agreement between the District and certain of the land developers. All Assessment Area 4 Neighborhood Improvements will be funded by the Assessment Area 4 Developer pursuant to an agreement with the District.

*** Unlike the cost estimates shown for Shared Offsite Improvements, which are Master Costs and divided among the assessment areas based on relative acreage, the cost estimates for all other improvements listed, which are all Neighborhood Improvements, are based on construction cost estimates based on the number of planned units.

****The cost allocation for the Shared Offsite Improvements is based on a relative acreage as amongst the planned assessment areas. For example, Assessment Area 1 is allocated 28.67% of the costs based on 120.85 acres / 421.5 total acres in the assessment areas. See Table 1A above for the relative acreages of the assessment areas.

5. Permits

The following is a listing of permits required for the development of the District's CIP

- Charlotte County Preliminary Plat Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Charlotte County Construction Plan Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Southwest Florida Water Management District Environmental Resource Permit (Approval in Hand for Master Drainage System serving the District, while a modification is pending to revise pond and conveyance per new land plan and is expected in early 2020)
- FDEP Potable Water Distribution Permit (Expected late 2019)
- FDEP Wastewater Collection Permit (Expected late 2019)
- NPDES Notice of Intent (issued for PII improvements, modified or additional NPDES permits expected in early 2020 as other necessary development approvals are granted)

Local zoning approvals have been obtained through Charlotte County, in the form of Zoning Ordinance DRC-17-00060.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District as presented herein and that all permits/approvals not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

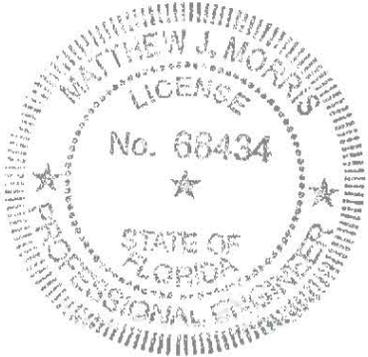
It is also our opinion that the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure. Further we are of the opinion that the assessable property within the District will receive a special benefit that is at the least equal to such costs. Note that, during development

and implementation of the CIP, it may be necessary to make modifications and/or deviations from the District's current plans, and the District expressly reserves the right to do so.



Matthew J. Morris, P.E.
FL License No. 68434

1/14/20
Date



APPENDIX



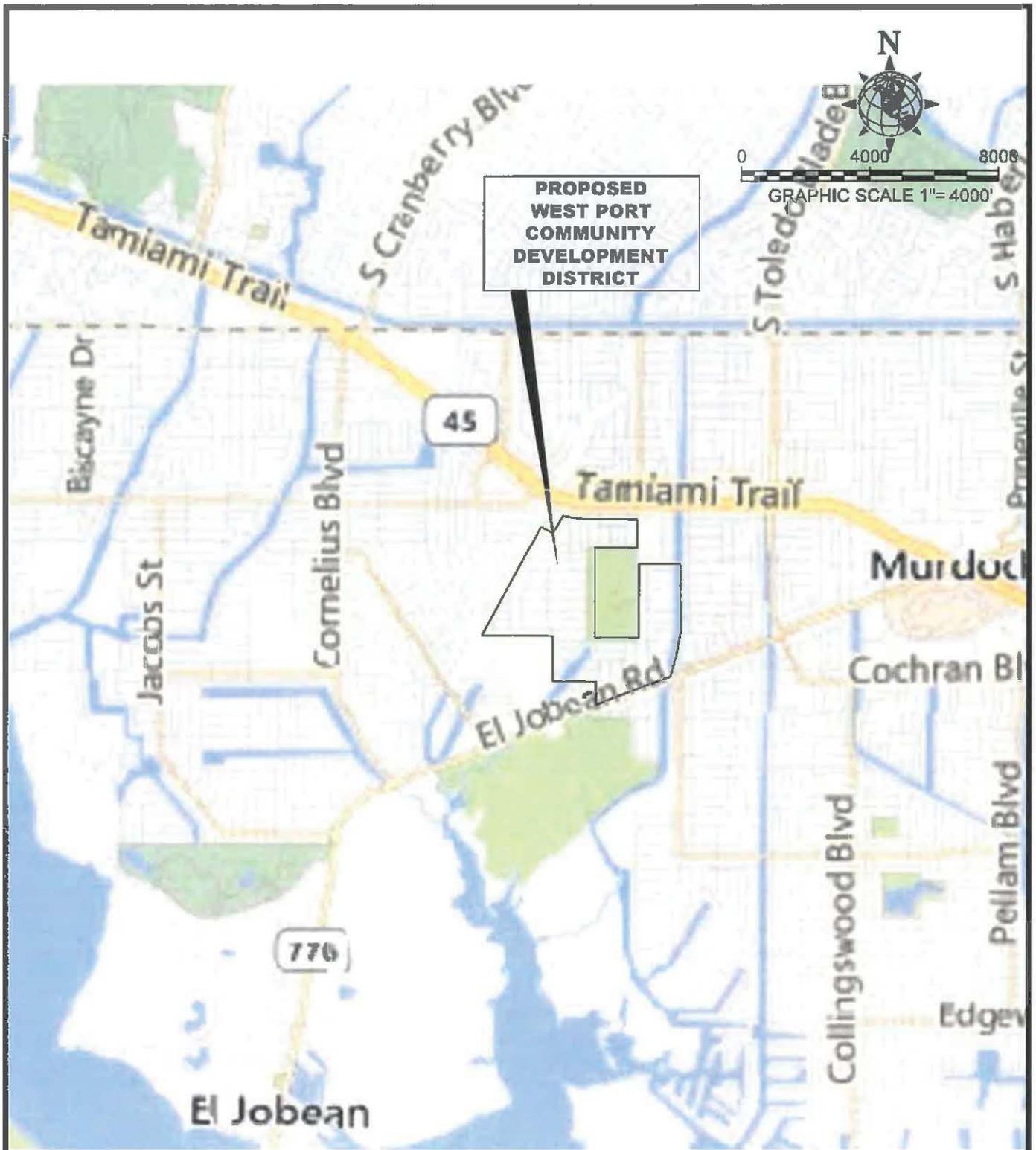
0 2 4
GRAPHIC SCALE 1"= 2miles

**PROPOSED
WEST PORT
COMMUNITY**



M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
2004 5th Avenue East, Bradenton, Florida 34203 U.S.A. 26780 941-228-4729 www.morrisengineering.com

Location Map
WEST PORT
Sumter County, Florida



**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**



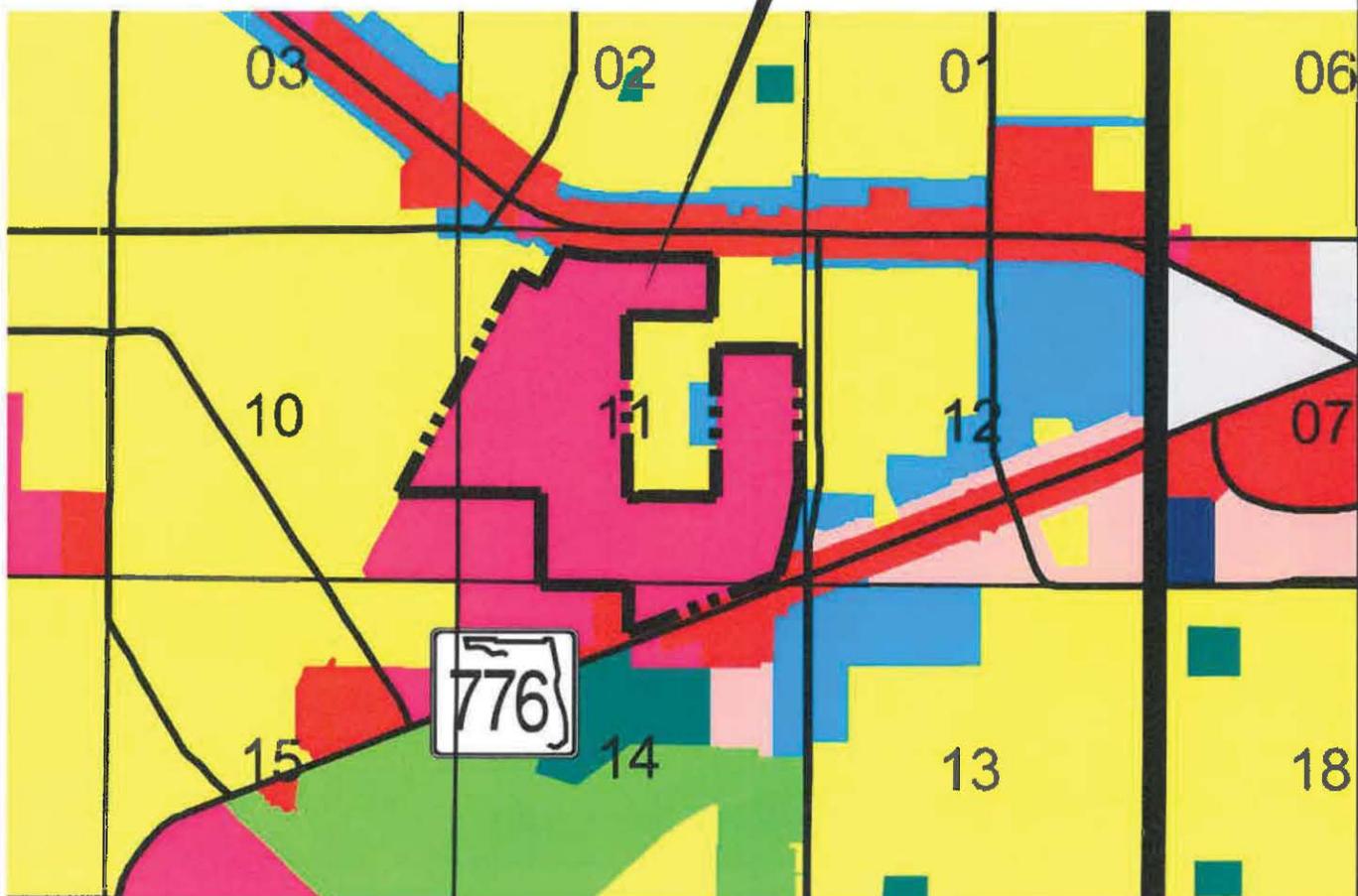
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
2004 53rd Avenue East, Bradenton, Florida 34205 C.A. 28780 941-728-4729 www.morrisengineering.net

Location Map
WEST PORT CDD
Sumter County, Florida

1	1



**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**



LEGEND

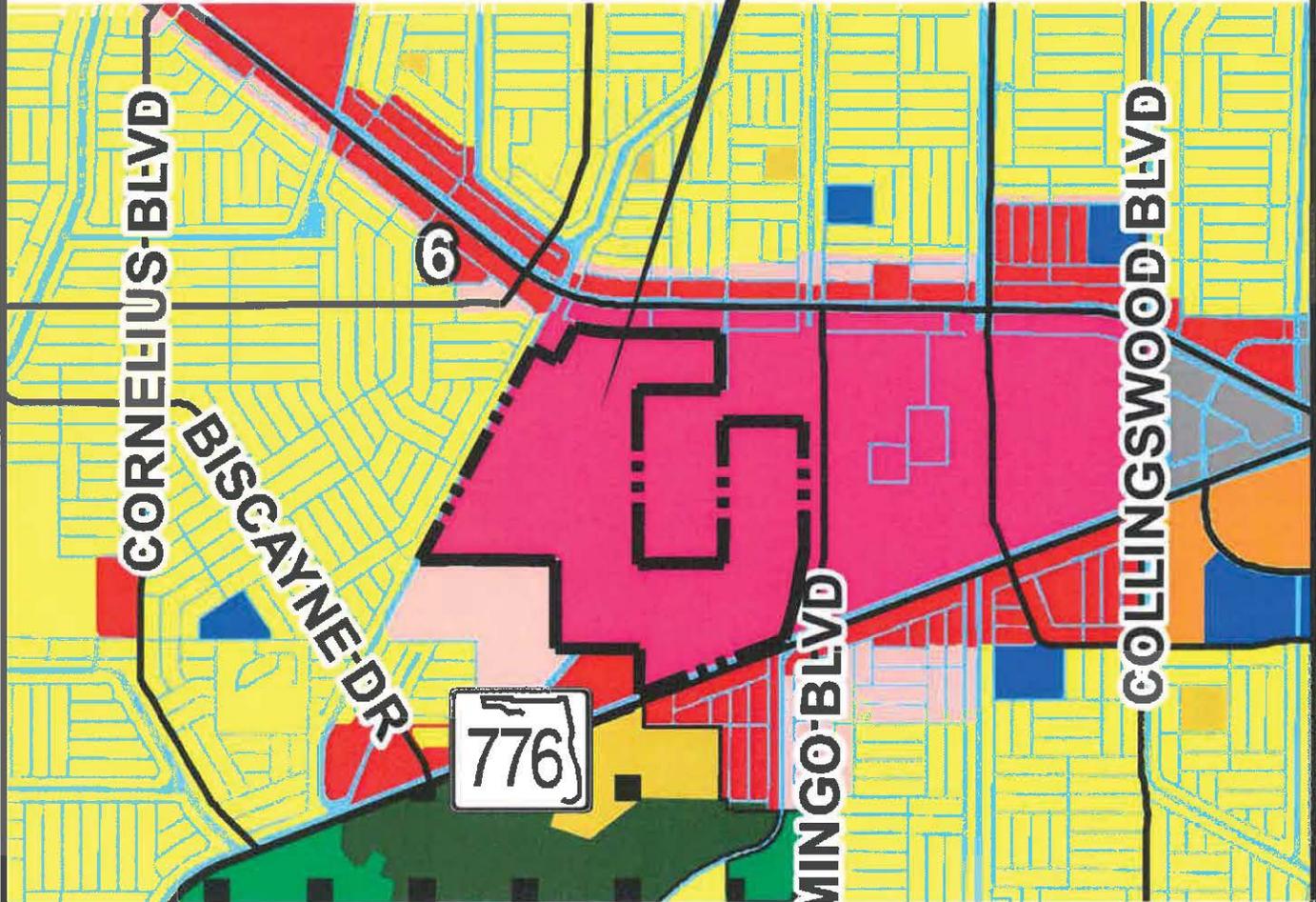
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ER	RSP 2	RMF 10	RVP	OMI	BCZD
MEG	RSP 3.0	RMF 10	IBI	Industrial	CHCAU
EM	VNF 3.5	RMF 12	Commercial	ECAP	CHCNR
MHC	RNF 5	RMF 12	CO	IG	PD
MGP	MCF 6	RMF 10	MCO	M	NewZoning
	RMF 3.0	RMF 7	CN	Mixed Use	PKR
	RMF 5	RE-1	CT	CHRA	



M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
2004 5th Avenue East, Bradenton, Florida 34203 C.A. 28788 941-228-4739 www.morrisengineering.com

Current Land Use Map
WEST PORT CDD
Sumter County, Florida

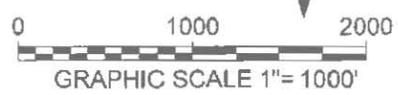
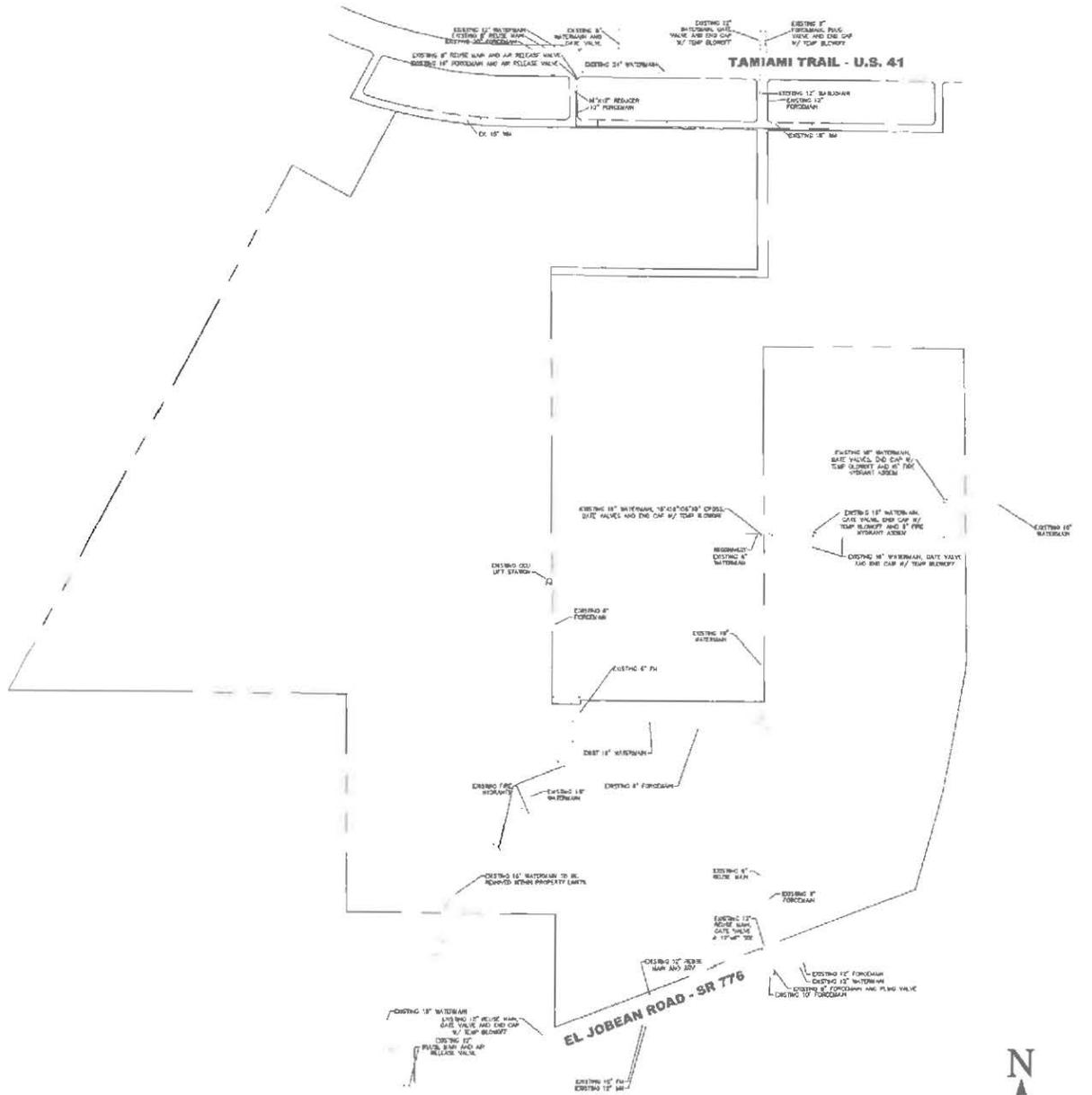
**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**



LEGEND



- | | | | | |
|---------------------------------|-----------------------------------|---------------------------|--------------------------------------|--|
| Conservation Overlay | Office & Residential | High Intensity Industrial | Resource Conservation | Charlotte Harbor Neighborhood Business/Residential |
| Agriculture | Enterprise Charlotte Airport Park | Murdock Village Mixed Use | Rural Community Mixed Use | Charlotte Harbor Industrial (inactive) |
| Babcock Mixed Use | Mineral Resource Extraction | DRI Mixed Use | US 41 Mixed Use | Recreational Vehicle Park (inactive) |
| Burnt Store Limited Development | Low Density Residential | Compact Growth Mixed Use | Charlotte Harbor Coastal Residential | Coastal Residential (inactive) |
| Burnt Store Village Residential | Medium Density Residential | Parks & Recreation | Charlotte Harbor Tourist | Rural Estate Residential (inactive) |
| City | High Density Residential | Preservation | Charlotte Harbor Mixed Use | #5 See Related Map Appendix for Conditions |
| Commercial | Low Intensity Industrial | Public Lands & Facilities | Charlotte Harbor Commercial | |



M MORRIS ENGINEERING AND CONSULTING, LLC
 Civil Engineering and Land Development Consulting
 2814 West Avenue East, Dunedin, Florida 34628 | P: 813-293-0000 | F: 813-293-0001 | www.morrisengineering.com

DATE	02/15/23
PROJECT	WEST PORT CDD
DRAWING	UTILITIES
DESIGNER	CHS
CHECKER	CHS

Existing Utilities
WEST PORT CDD
 Sumter County, Florida

SCALE: 1"=1000'	
SHEET NO. 1 OF 1	
DATE	02/15/23
BY	CHS



0 1000 2000

GRAPHIC SCALE 1" = 1,000'



**MORRIS ENGINEERING
AND CONSULTING, LLC**

Civil Engineering and
Land Development Consulting
6991 Professional Parkway, East Suite B, Sarasota, Florida 34249
C.A. 28786 941-444-6644 www.morrisengineering.net

DATE
October, 2019

PROJECT
WEST PORT

DRAWING
ASSESS

DRAWN
RL

CHECKED
MJM

**Assessment Areas
WEST PORT**
Charlotte County, Florida

SCALE
1" = 1,000'

SEC. - TWP. - RNC.
10&11-40S-21E

SHEET

OF

1

1

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1A			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/12/19	Revised Boundary	JCM			
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			 GeoPoint Surveying, Inc.		
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-DS.DWG LAST SAVED BY: EHYATT					01 of 02

Description Sketch

(Not A Survey)

NORTH CHARLOTTE
REGIONAL PARK

NORTH BOUNDARY OF
NORTH CHARLOTTE REGIONAL PARK

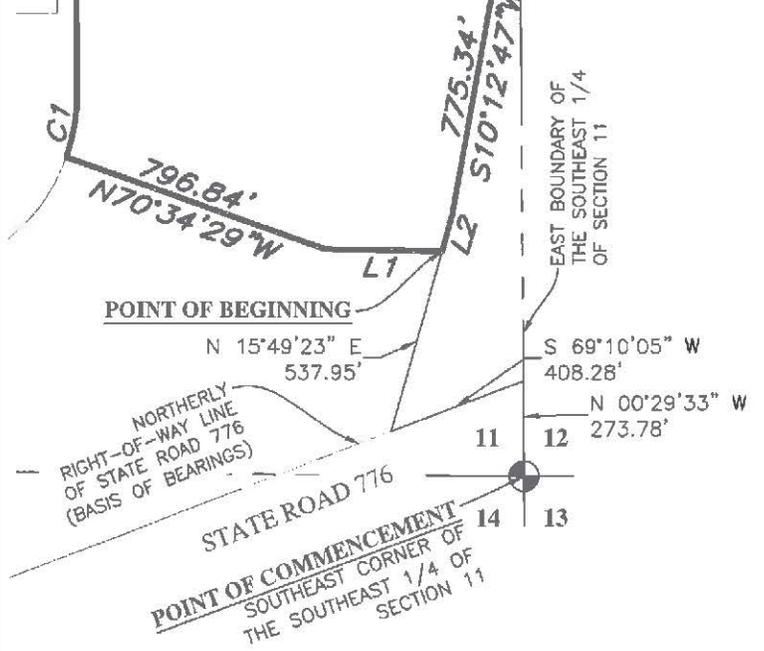
S89°27'00"E 1230.97'



2504.94'
N00°20'51"W
ASSESSMENT AREA 1A
(AREA = 79.75 ACRES.±)
2002.10'
S00°30'25"E

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W



NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

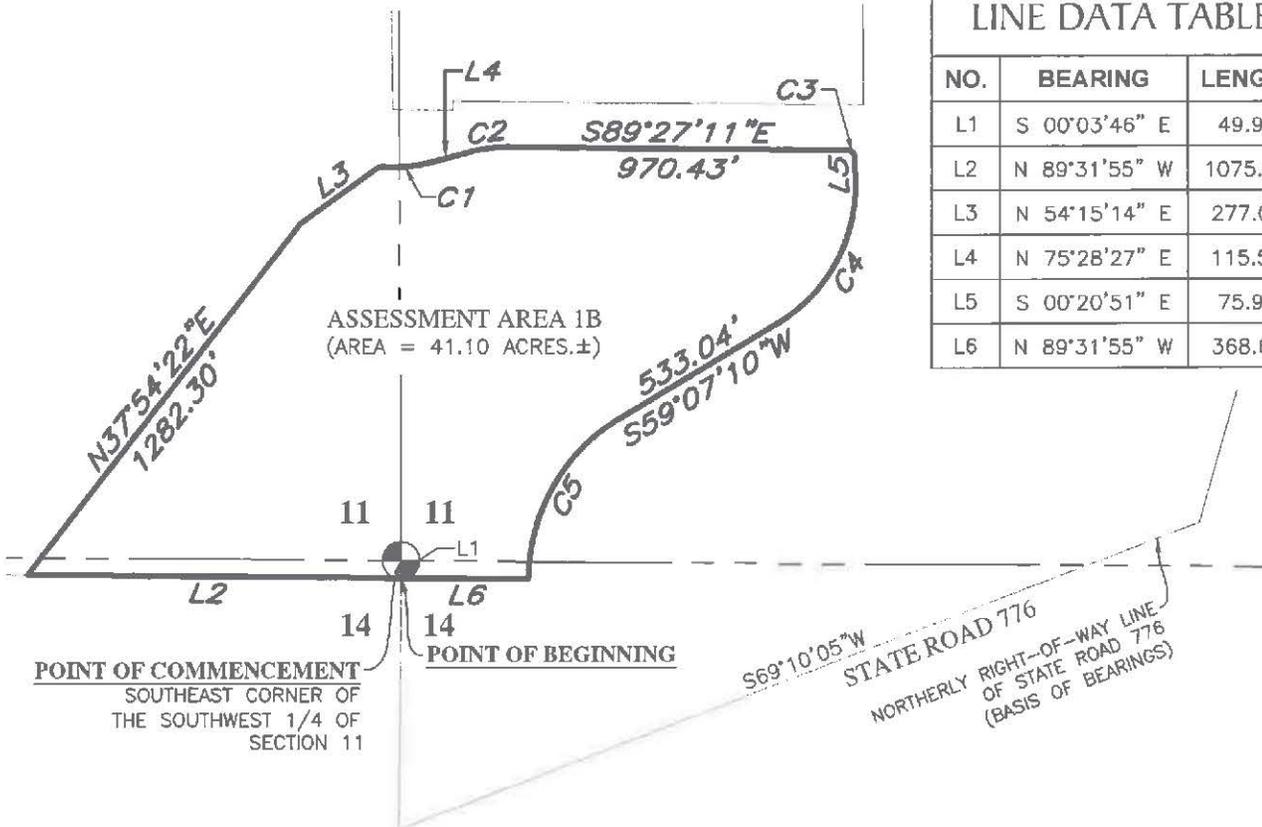
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1B			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/13/19	revised description	ECH			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
					
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1B-DS.DWG LAST SAVED BY: EHYATT					01 of 02

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46\" E	49.91'
L2	N 89°31'55\" W	1075.72'
L3	N 54°15'14\" E	277.04'
L4	N 75°28'27\" E	115.58'
L5	S 00°20'51\" E	75.94'
L6	N 89°31'55\" W	368.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23\"	149.80'	149.08'	N 85°13'38\" E
C2	460.00'	15°04'22\"	121.01'	120.66'	N 83°00'38\" E
C3	25.00'	89°06'21\"	38.88'	35.08'	S 44°54'01\" E
C4	460.00'	59°28'01\"	477.43'	456.29'	S 29°23'10\" W
C5	540.00'	58°46'55\"	554.01'	530.03'	S 29°43'43\" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint

Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 11, run thence along the West boundary thereof, N.00°04'54"E., a distance of 1351.21 feet to the **POINT OF BEGINNING**; thence N.89°51'49"W., a distance of 833.89 feet to a point on the Easterly vacated right-of-way of line of CRESTWOOD WATERWAY; thence along said Easterly vacated right-of-way line the following two (2) courses: 1) N.28°21'55"E., a distance of 2514.94 feet; 2) N.28°21'55"E., a distance of 1312.19 feet; thence departing said Easterly vacated right-of-way, S.61°38'05"E., a distance of 425.01 feet; thence N.28°21'55"E., a distance of 617.50 feet to a point on the South right-of-way line of FRANKLIN AVENUE, as dedicated per PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE, as recorded in Plat Book 5, Page 39, of the Public Records of Charlotte County, Florida; thence along said South right-of-way line the following two (2) courses: 1) Easterly, 740.64 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 13°05'34" (chord bearing S.82°39'25"E., 739.02 feet); 2) S.89°12'12"E., a distance of 1537.34 feet; thence departing said South right-of-way line, Southeasterly, 38.77 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet); thence S.00°20'51"E., a distance of 804.25 feet; thence Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet); thence N.89°16'58"W., a distance of 1165.47 feet; thence N.89°16'58"W., a distance of 114.24 feet to a point on the West boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said West boundary, S.00°20'37"E., a distance of 2833.15 feet; thence departing said West boundary, S.00°20'37"E., a distance of 166.31 feet; thence Westerly, 40.37 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 05°15'23" (chord bearing N.87°38'52"W., 40.35 feet); thence S.54°15'14"W., a distance of 277.04 feet; thence S.37°54'22"W., a distance of 1282.30 feet; thence N.89°31'55"W., a distance of 268.84 feet; thence N.00°03'10"W., a distance of 1398.83 feet; thence N.89°25'56"W., a distance of 1341.43 feet to the **POINT OF BEGINNING**.

Containing 258.05 acres, more or less.

NOTES:

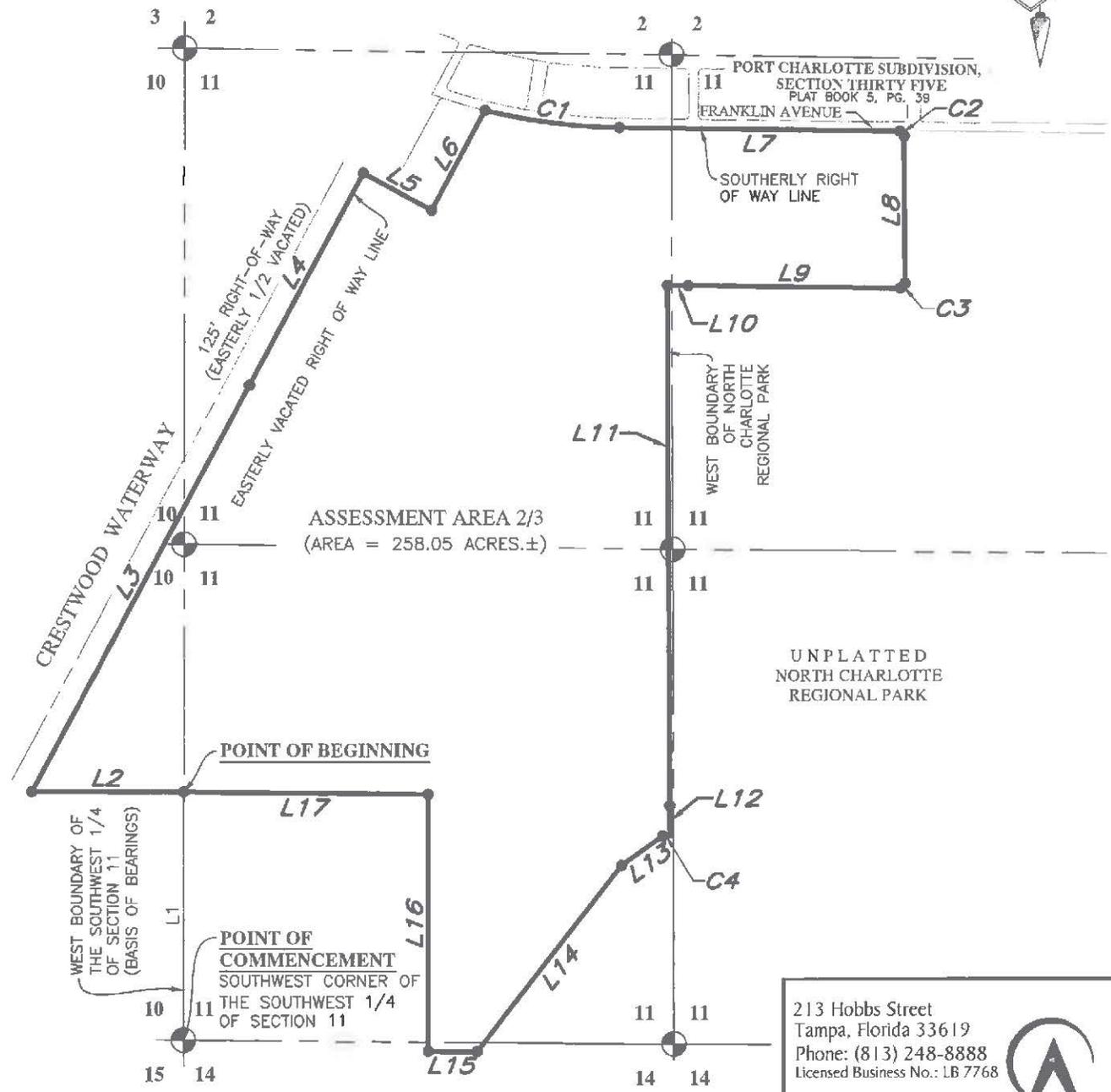
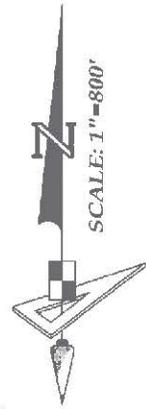
1) The Bearings shown hereon are based on the West boundary of the Southwest 1/4 of Section 11, Township 40 South, Range 21 East, having a Grid bearing of N.00°04'54"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 2/3			(Not A Survey)		
DRAWN: JCM	DATE: 12/11/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
			 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-2-3-DS.DWG LAST SAVED BY: EHYATT					01 of 03

Description Sketch

(Not A Survey)



NOTE:
 SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
 SEE SHEET NO. 3 FOR LINE & CURVE TABLES

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Description Sketch

(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°04'54" E	1351.21'
L2	N 89°51'49" W	833.89'
L3	N 28°21'55" E	2514.94'
L4	N 28°21'55" E	1312.19'
L5	S 61°38'05" E	425.01'
L6	N 28°21'55" E	617.50'
L7	S 89°12'12" E	1537.34'
L8	S 00°20'51" E	804.25'
L9	N 89°16'58" W	1165.47'
L10	N 89°16'58" W	114.24'
L11	S 00°20'37" E	2833.15'
L12	S 00°20'37" E	166.31'
L13	S 54°15'14" W	277.04'
L14	S 37°54'22" W	1282.30'
L15	N 89°31'55" W	268.84'
L16	N 00°03'10" W	1398.83'
L17	N 89°25'56" W	1341.43'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	3241.11'	13°05'34"	740.64'	739.02'	S 82°39'25" E
C2	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C3	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C4	440.00'	5°15'23"	40.37'	40.35'	N 87°38'52" W

NOTE:
 SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
 SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet to the **POINT OF BEGINNING**; thence continue along said North right of way, S.69°10'05"W., a distance of 1936.31 feet; thence departing said Northerly right-of-way, N.60°49'55"W., a distance of 19.28 feet; thence N.10°45'32"W., a distance of 76.10 feet; thence Northerly, 88.14 feet along the arc of a tangent curve to the right having a radius of 450.00 feet and a central angle of 11°13'21" (chord bearing N.05°13'15"W., 88.00 feet); thence N.00°23'26"E., a distance of 356.51 feet; thence N.89°31'55"W., a distance of 10.00 feet; thence Northeasterly, 472.11 feet along the arc of a non-tangent curve to the right having a radius of 460.00 feet and a central angle of 58°48'17" (chord bearing N.29°43'02"E., 451.66 feet); thence N.59°07'10"E., a distance of 533.04 feet; thence Northeasterly, 374.11 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 39°41'39" (chord bearing N.39°16'21"E., 366.67 feet); thence S.70°34'29"E., a distance of 796.84 feet; thence S.88°49'17"E., a distance of 338.25 feet; thence S.15°49'23"W., a distance of 537.95 feet to the **POINT OF BEGINNING**.

Containing 37.16 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering					
PHASE: Assessment Area 4A			(Not A Survey)					
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW				213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
REVISIONS			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423					
DATE	DESCRIPTION	DRAWN BY						
12/12/19	Revised Boundary	JCM						
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4A-DS.DWG			LAST SAVED BY: EHYATT					
					01 of 02			

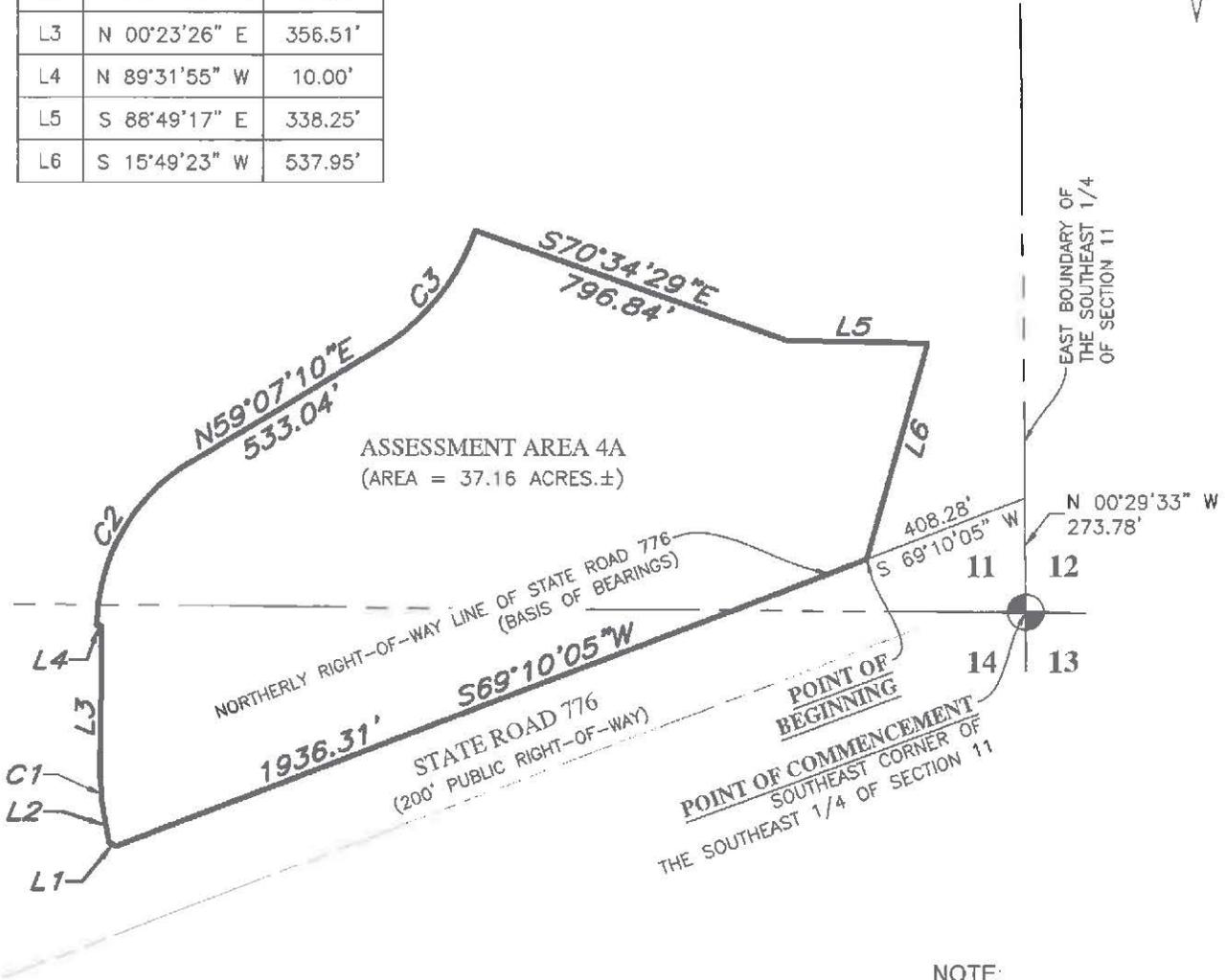
Description Sketch

(Not A Survey)



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 60°49'55" W	19.28'
L2	N 10°49'55" W	76.18'
L3	N 00°23'26" E	356.51'
L4	N 89°31'55" W	10.00'
L5	S 88°49'17" E	338.25'
L6	S 15°49'23" W	537.95'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	450.00'	11°13'21"	88.14'	88.00'	N 05°13'15" W
C2	460.00'	58°48'17"	472.11'	451.66'	N 29°43'02" E
C3	540.00'	39°41'39"	374.11'	366.67'	N 39°16'21" E

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet **POINT OF BEGINNING**; thence S.89°31'55"E., a distance of 358.60 feet; thence S.00°23'26"W., a distance of 356.65 feet; thence Southerly, 107.73 feet along the arc of a tangent curve to the left having a radius of 550.00 feet and a central angle of 11°13'21" (chord bearing S.05°13'15"E., 107.56 feet); thence S.10°49'55"E., a distance of 93.82 feet; thence S.29°10'05"W., a distance of 22.98 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 403.69 feet; thence departing said Northerly right-of-way, N.00°23'26"E., a distance of 722.47 feet to the **POINT OF BEGINNING**.

Containing 5.44 acres, more or less

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 4B			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.		
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4B-DS.DWG LAST SAVED BY: EHYATT		
					01 of 02

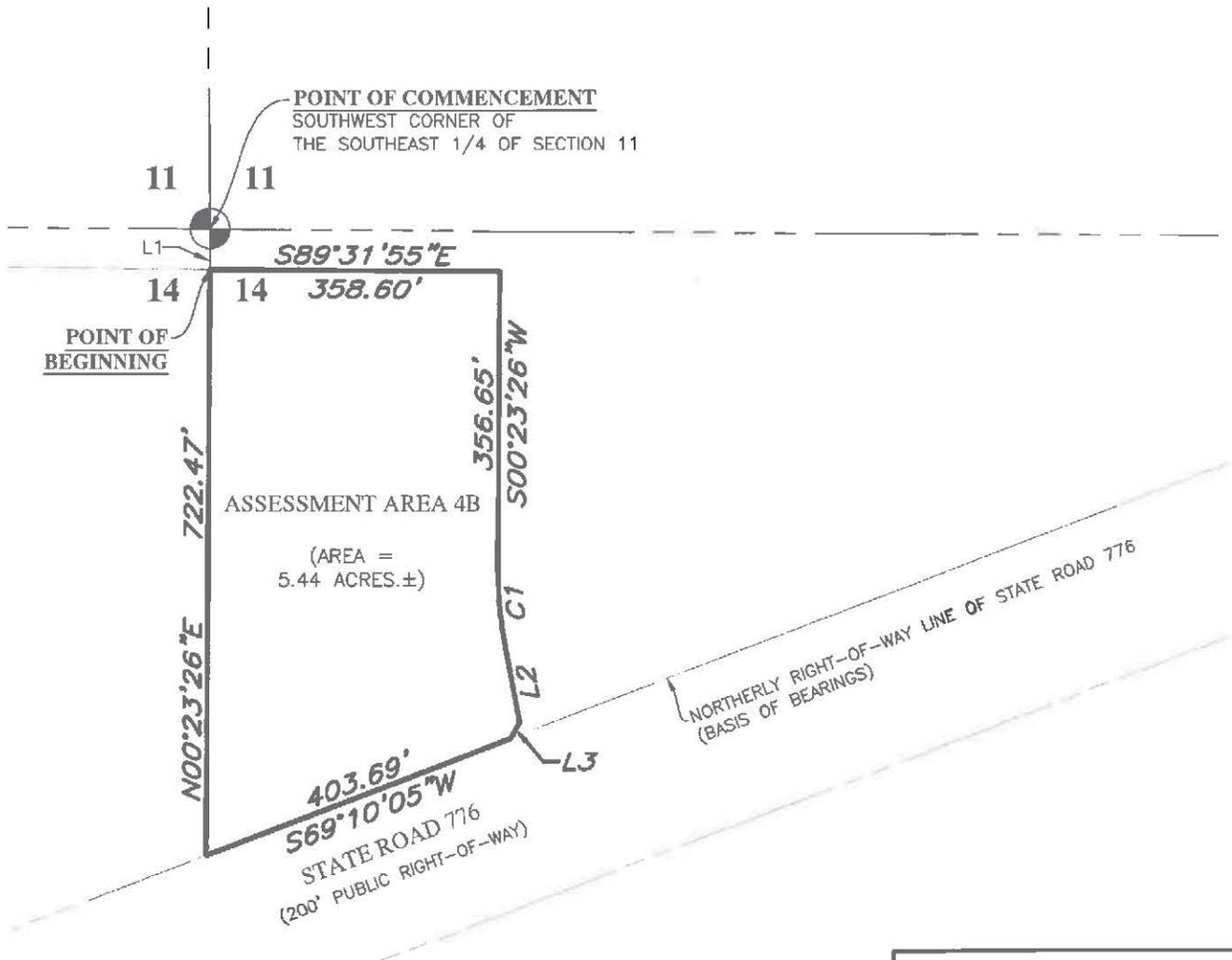
Description Sketch

(Not A Survey)



CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	550.00'	11°13'21"	107.73'	107.56'	S 05°13'15" E

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	S 10°49'55" E	93.82'
L3	S 29°10'05" W	22.98'



NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3DII

**COMPLETION AGREEMENT
(ASSESSMENT AREA ONE - 2020 PROJECT)**

THIS COMPLETION AGREEMENT (ASSESSMENT AREA ONE – 2020 PROJECT) (“Agreement”) is made and entered into, by and between:

West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

KL West Port LLC, a Delaware limited liability company, and the owner of Assessment Area 1, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (“**Area 1 Developer**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Area 1 Developer is the primary developer of the undeveloped lands in Assessment Area 1 (as referenced in the 2020 Engineer’s Report, defined below); and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “**2020 Project**,”¹ and

WHEREAS, the 2020 Project is anticipated to cost \$9,846,188 and is described in the *Engineer’s Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020 (together, “**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A**; and

¹ For purposes of this Agreement, the 2020 Project refers to the portion of the overall Capital Improvement Plan that (a) is described in the Engineer’s Report and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 320 residential units, or 320 EAUs) in Assessment Area 1 (including but not limited to any master improvements) to absorb the full allocation of debt assessments necessary to secure the 2020 Bonds, where such assessments are based on the assessment levels set forth in the District’s applicable assessment methodology reports.

WHEREAS, the District intends to finance a portion of the 2020 Project through the use of proceeds from the anticipated sale of its \$6,735,000 Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) ("**2020 Bonds**"); and

WHEREAS, in order to ensure that the 2020 Project is completed, the Area 1 Developer and the District hereby agree that the District will be obligated to issue no more than \$6,735,000 in 2020 Bonds to fund the 2020 Project and, subject to the terms and conditions of this Agreement, the Area 1 Developer will make provision for any additional funds that may be needed in the future for the completion of the 2020 Project.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Area 1 Developer agree as follows:

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

2. **COMPLETION OF PROJECT.** The Area 1 Developer and District agree and acknowledge that the District's proposed 2020 Bonds will provide only a portion of the funds necessary to complete the 2020 Project. Therefore, the Area 1 Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the 2020 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Area 1 Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the 2020 Bonds.

- a. ***Subject to Existing Contract*** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Area 1 Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. ***Not Subject to Existing Contract*** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Area 1 Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.
- c. ***Future Bonds*** – Subject to the terms of the *Acquisition and Advanced Funding Agreement (Capital Improvement Plan)* dated April 2, 2020 ("**Acquisition Agreement**") and entered into by the parties hereto, the parties agree that any funds provided by Area 1 Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the 2020 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's

improvements and facilities and from the issuance of such future bonds, the District shall reimburse Area 1 Developer in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Area 1 Developer is in default on the payment of any debt service assessments due on any property owned by the Area 1 Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the 2020 Bonds – to provide funds for any portion of the Remaining Improvements. The Area 1 Developer shall be required to meet its obligations hereunder and complete the 2020 Project regardless whether the District issues any future bonds (other than the 2020 Bonds) or otherwise pays the Area 1 Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Area 1 Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. **OTHER CONDITIONS AND ACKNOWLEDGMENTS**

- a. **Material Changes to 2020 Project** – The District and the Area 1 Developer agree and acknowledge that the exact location, size, configuration and composition of the 2020 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the 2020 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Trustee pursuant to Section 9, as well as the consent of the Area 1 Developer and the District, which consent shall not be unreasonably withheld. Such consent is not necessary and the Area 1 Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the 2020 Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. **Conveyances** – The District and Area 1 Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Area 1 Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall be done in a manner consistent with the Acquisition Agreement, and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Area 1 Developer, if any, in, to and under any and all contracts,

guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the 2020 Bonds caused by the Area 1 Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the 2020 Project with the proceeds of the 2020 Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

5. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Area 1 Developer; both the District and the Area 1 Developer have complied with all the requirements of law; and both the District and the Area 1 Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Area 1 Developer may deliver Notice on behalf of the District and the Area 1 Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Area 1 Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Area 1 Developer.

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Area 1 Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than

the District and the Area 1 Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Area 1 Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the owners of a majority of the Bonds outstanding ("**Majority Owners**") of the 2020 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the 2020 Project may not be materially amended, without the consent of the Trustee, acting at the direction of the Majority Owners of the 2020 Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** Except as set forth in Section 9, neither the District nor the Area 1 Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

11. **AMENDMENTS.** Except as set forth in Section 9, amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Area 1 Developer.

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

13. **PUBLIC RECORDS.** The Area 1 Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

14. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

15. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may

be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the parties below execute the *Completion Agreement (Assessment Area One – 2020 Project)* to be effective as of April 2, 2020.

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**


By: James P. Harvey
Its: Chairperson

KL WEST PORT LLC


By: James P. Harvey
Its: Authorized Signatory

Exhibit A: *Engineer's Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer's Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020

ENGINEER'S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

October 30, 2019

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WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

1.1 Description of West Port Community Development District

West Port is a mixed-use community (the "Development") being served by the West Port Community Development District, (the "District"). The District is located in Port Charlotte, Charlotte County, Florida lying within Sections 10 and 11, Township 40 South, Range 21 East; more precisely between El Jobean (State Road 776) and US 41 east of Biscayne Drive, as shown by Exhibit 1.1 of the attached Appendix.

Access to the District is provided via two access points on US 41 and one access point on El Jobean. Additional access points to the east may be provided at a future date, depending on development progress of the adjacent lands. Upon completion of the Development, and based on current plans, the District is expected to contain approximately 1,103 residential units (single family and paired villas), approximately 590 residential multi-family units and 12.14 acres of commercial/retail/hotel property.

1.2 Purpose and Scope of the Report

The purpose of this report is to provide a description of the public improvements ("Capital Improvement Plan," or "CIP") to be constructed and/or acquired by the District, and to provide an apportionment of the categories of costs for the CIP. The assessment methodology ("Assessment Methodology") will be developed by the District's methodology consultant.

The CIP consists of four (4) projects being undertaken by at least three (3) separate landowners, with each project represented by a separate Assessment Area. Note that each Assessment Area is expected to be developed in one or more subphases. In fact, at this early stage of development, the precise boundaries of Assessment Areas 2 and 3 are not yet determined, and accordingly, those Assessment Areas have been combined for purposes of this report and are referred to as "Assessment Areas 2/3." (Such Assessment Areas 2/3 may ultimately be developed into more than 2 assessment areas.) The boundaries of Assessment Areas 2/3 will be more precisely identified in a supplemental report, and likely at the time the District issues bonds to fund improvements for those areas. The present boundaries of each project (Assessment Area) are shown in Exhibit 1.1.

**TABLE 1A
LAND USE SUMMARY**

TYPE OF USE	Assessment Area 1	Assessment Area 2/3	Assessment Area 4	TOTAL PROJECT ACREAGE +/-	% OF TOTAL
SINGLE FAMILY RESIDENTIAL	64.73	107.21	0	171.94	40%
APARTMENT	0	35.88	30.46	66.34	15%
HOTEL/RETAIL/COMMERCIAL	0	0	12.14	12.14	3%
OPEN SPACE *	39.04	82.86	0	121.9	28%
RIGHT-OF-WAY	17.08	32.1	0	62.35	14%
TOTAL***	120.85	258.05	42.6	434.67	100%

* Open Space is comprised of stormwater ponds, wetlands, landscape buffers and other open space.

** All lots and land subject to District Assessments are contained wholly within the boundary of the District as per the Establishment Ordinance.

*** The total acreage for the Assessment Areas is 421.5. The difference between that figure and 434.67 acres is the Collector Roadway right-of-way, which is included in the "TOTAL PROJECT ACREAGE" column for right-of-way only (13.17 acres).

**TABLE 1B
SINGLE FAMILY LOT SIZE AND COUNT SUMMARY
RESIDENTIAL PROJECT**

	Assessment Area 1	Assessment Area 2/3	Assessment Area 4	TOTAL
Residential	431	672	0	1,103
Multi-Family	0	290	300	590
Commercial	0	0	12.14 ac	12.14 ac

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

2.1 District Boundaries

Exhibit 2.1 delineates the boundaries of the District. The District is bounded on the North by existing residential and commercial development as well as US 41, the South by El Jobean and an existing residential development, the East by the Flamingo Waterway and

the West by the Crestwood Waterway. The total acreage of the District is approximately 434.67 acres.

2.2 Description of Properties Served

The District is located in Sections 10 and 11, Township 40 South, Range 21 East, Port Charlotte, Charlotte County, Florida. It is expected that the developable land within the District will be initially owned and developed by three (3) separate landowners with the potential for portions of assessment areas to be conveyed to additional landowners for development as the project progresses.

The land within the District is comprised of developed land consisting of existing roadways, underground and overhead utilities and wetlands. All of the land within the District was developed previously by the General Development Corporation for single family residential back in the 1950's. In the early 2000's Charlotte County created a Community Redevelopment Agency (CRA) that condemned and acquired all of the land that is now within the District for the purpose of redevelopment. The terrain is generally level with elevations ranging from 7.5 to 10.5 feet NAVD 1988. Groundwater is generally between 3 and 4 feet below natural ground and during the wet season the seasonal high-water table is estimated at 2-3 feet below ground.

The entire property within the District is zoned PD (Planned Development) with a Future Land Use of "Murdock Village Mixed Use", and is entitled for up to 2,400 residential and 300,000 square feet of commercial retail as depicted on Exhibits 2.2 and 2.3.

2.3 Existing Infrastructure

The District is located within the Charlotte County Utility service area which will provide potable water, wastewater disposal and reclaimed water services to the Development. Capacity for these utilities is available from Charlotte County Utilities.

Potable water for the Development will be provided by connection to the existing Charlotte County water mains within the US 41 and El Jobean rights-of-way providing for an efficient, looped water main system. The location of these water mains is shown on Exhibit 2.4 of the attached Appendix.

Wastewater from the Development will be collected by gravity sewer mains within the site and will be pumped via one or more lift stations and conveyed via force main to an existing Charlotte County force main also located in the US 41 and El Jobean rights-of-way. The location of existing force mains, which will be utilized by the District infrastructure, is shown on Exhibit 2.4 of the attached Appendix.

The District is located within an open drainage basin. Portions of the existing site drain to the west towards the Crestwood Waterway, while the remainder drains to the south and west to the East Fork Waterway. The existing drainage conditions are shown by Exhibit 2.4 of the attached Appendix.

The District is bordered by two main arterial roadways, US 41 to the north and El Jobean (SR 776) to the south. The District will have direct access to these two arterial roadways.

The District is located within the franchise areas of Florida Power and Electric, Verizon and Spectrum. These utility companies are expected to provide electrical power, telephone, cable and internet services to the District.

All utilities are available to the property or will be during the development of the public infrastructure.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

3.1 Summary of the Proposed District Public Infrastructure

It is anticipated that each of the Assessment Areas will be separately developed. The overall CIP includes certain “Master Improvements” that benefit all of the Assessment Areas, as well as “Neighborhood Improvements” that benefit only their respective Assessment Areas.

The Master Improvements include:

- Offsite Transportation Improvements
- Collector Roads (with attendant Utilities (water, sewer and irrigation) and Hardscape/Landscape/Irrigation/Lighting Improvements)

The Neighborhood Improvements include:

- Stormwater Management
- Neighborhood Roadways
- Utilities (Water, Sewer, Reclaimed) within Neighborhood Roadways
- Hardscape/Landscape/Irrigation/Lighting
- Amenity Parks

Table 2 below identifies how the various improvements will be financed and who will be responsible for ownership and maintenance of the improvements.

Table 2

OWNERSHIP AND MAINTENANCE RESPONSIBILITY

Improvement	Financing	Ownership and Maintenance
<u>MASTER IMPROVEMENTS</u>		
Off-Site Transportation Improvements	District	State of Florida
Collector Roadways with: <ul style="list-style-type: none"> - Utilities (Water, Sewer, Reclaimed) - Hardscape/Landscape/Irrigation - Undergrounding of Electric/Lighting 	Developer/County	Charlotte County Ownership After turnover of the collector roadways to the County, the District will maintain all Hardscape/Landscape/Irrigation and Lighting pursuant to a County ROW permit.
<u>NEIGHBORHOOD IMPROVEMENTS</u>		
Stormwater Management	District	District
Neighborhood Roadways	District/Developer	District/HOA
Utilities (Water, Sewer, Reclaimed)	District	Charlotte County
Hardscape/Landscape/Irrigation	District	District
Undergrounding of Electric/Lighting	District	District
Neighborhood Parks	District/Developer	District/HOA

3.2 MASTER IMPROVEMENTS

As noted above, only the off-site transportation improvements and collector roads constitute master improvements benefitting all Assessment Areas. Of these, only the offsite improvements are being funded by the District, and the allocation of costs among the Assessment Areas can be found in Table 3, below. These costs have been assigned to each of the Assessment Areas based on each areas' proportion of the overall acreage because each Assessment Area roughly benefits from the Master Improvements on a relative acreage basis.

3.2.1 Offsite Improvements

Offsite roadway improvements will consist of the construction of left and right turn lanes at both access connection points to US 41 and at the access connection point on El Jobean. There are no Impact Fee Credits available from any of the offsite improvements. All offsite improvements are required for development of the CIP pursuant to access requirements in the Charlotte County Zoning Ordinance.

3.2.2 Collector Roadways

The portions of roadways within the District that make up the major collector/spine roads are subject to shared funding with Charlotte County. These roadways are referred to as the "PII" roadways (Public Infrastructure Improvements) because they are being partially funded by Charlotte County through a Development Agreement between the Developer and Charlotte County. The roadways include not just the road bed, and asphalt, but also all water and sewer utilities beneath the roadways, as well as hardscaping, landscaping, irrigation and lighting improvements above the roadways. These roadways will not be included in the District's CIP for bond financing purposes.

However, it is anticipated that, pursuant to an applicable County right-of-way permit or other similar approval, the District will operate and maintain the hardscaping, landscaping, irrigation and lighting improvements within the collector roads, as well as other main entry areas into the overall development as "Master Improvements" serving all of the Assessment Areas. As with the other Master Improvements, the hardscaping, landscaping, irrigation and lighting improvements within these roadways and related buffers benefit each Assessment Area on a relative acreage basis.

3.3 NEIGHBORHOOD IMPROVEMENTS

In addition to the Master Improvements described above, each Assessment Area will have its own Neighborhood Improvements, which are generally described below. It is anticipated that the District will finance all of the Neighborhood Improvements for Assessment Areas 1 and 2/3. By contrast, the developer of Assessment Area 4 will develop, own and operate its own Neighborhood Improvements, with the exception of stormwater ponds that will be developed within Assessment Area 4 by the Assessment Area 4 developer and dedicated to the District for ownership and operation.

3.3.1 Neighborhood Roadways

The District's CIP includes various internal roadways, which will be constructed to Charlotte County Road Standards. These roadways will provide internal access to all residential lots, common areas and recreation areas within the District, and will also provide access to and from the State Road rights-of-way serving the District.

Roadway construction will consist of the placement and compaction of structural fill within the rights-of-ways to promote proper drainage and also to provide a suitable sub-base for the roadway. Construction will also consist of installation of roadways base, asphalt and curbing to provide a finished driving surface.

All such roadways within the District are anticipated to be funded, owned and maintained by the District. However, in the event that certain areas of the District

are proposed to be fully gated, the restricted access roadways will not be subject to District funding, except for components that are related to the stormwater system and public utilities beneath the roadways.

3.3.2 Stormwater Management

The District stormwater management system will consist of excavated stormwater management retention areas, drainage pipes, catch basins, swales, berms and water control structures. Stormwater runoff from within the District will be collected and conveyed to the stormwater management areas for water quality treatment and quantity storage. Treated and attenuated stormwater will then be discharged to both the Crestwood Waterway and the East Fork Waterway, pursuant to State and Local Permits and Approvals

The stormwater management system will be designed and constructed in accordance with Southwest Florida Water Management District standards for water quality treatment, quantity storage and flood protection.

The lakes will be excavated in accordance with the size and depth requirements of the Charlotte County Land Development Code and the Southwest Florida Water Management District. The excavated material will be placed within the District to promote the flow of stormwater to the lakes, as well as provide flood protection and control within the District. The District will not finance the cost of transporting or placing the excavated material on the assessable land within the District.

In addition to the above stormwater funding, the District will also fund the infrastructure related to the stormwater conveyance system including the clearing, excavation and the portion of embankment necessary to create stormwater facilities that provide beneficial use to the District, as well as the necessary stormwater piping in the collection and transmission systems. The District will maintain ownership of the stormwater management system within the Development and will also be responsible for the operation and maintenance. Unlike other neighborhood improvements, the District will own and operate the entire stormwater system in all Assessment Areas.

3.3.3 Utilities (Water, Sewer, Reclaimed)

The utilities within the District will consist of potable water and wastewater collection/transmission systems which will be designed and constructed in accordance with the appropriate Charlotte County Utilities and Florida Department of Environmental Protection Standards. The potable water and wastewater collection/transmission systems will be conveyed by the District to the Charlotte County Utilities for ownership, operation and maintenance after completion of construction.

The potable water facilities will consist of distribution mains of varying sizes with all required valves and fire hydrants. Connection to the existing County system will be located within the US-41 and El Jobean (SR 776) rights-of-way.

The wastewater facilities will consist of gravity collection mains flowing to multiple on-site lift stations, throughout the District. A manifolded force main system will then connect the lift stations to the existing Charlotte County force main systems in both the US 41 and El Jobean rights-of-way.

Reclaimed water will be provided to the District by Charlotte County Utilities with a single reclaimed water main connection in the El Jobean right-of-way. This transmission main will be part of the District CIP and will provide water to various areas of the District for irrigation. Water will be conveyed from the transmission line into District stormwater ponds and pumped out of the ponds via irrigation pumps and fed to individual properties within the District. The utility improvements within the neighborhood roadways will be financed by the District and dedicated to the County for ownership, operation and maintenance.

In addition to the utility improvements intended to be constructed by the District, a Capacity Fee is due at the time of issuance of each phase of development Utility Permit. The Capacity Fee is reimbursed by subsequent homebuilders at each building permit. It is intended that the District may finance the Utility Capacity reservations from "A-2 Bonds". Any distribution fee credits will be handled pursuant to a separate agreement between the District and the applicable developer.

3.3.4 Hardscape/Landscaping/Irrigation/Lighting

Landscaping will be provided in the rights-of-way, perimeter buffers, all common areas and District entrances. Landscaping will consist of sod, shrubs, ground cover, trees and irrigation heads directly providing irrigation coverage to the landscaped areas. Irrigation being funded by the District will consist of the wells, pumps and lines installed to provide irrigation to the common areas only. Also included in this category are hardscape features such as subdivision entry monuments. Existing vegetation will be utilized for landscaping where possible.

3.3.5 Street Lights/Undergrounding of Electrical Utility Lines

The CIP also includes the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District lies within the area served by Florida Power and Light for electrical power, and any lines and transformers would be owned by FPL and not paid for by the District.

The District may elect to purchase, install and maintain street lights. If so, the District would finance such purchase and installation as part of the District's CIP. Alternatively, the District may elect to lease street lights through an agreement

with FPL, in which case the District would fund the street lights through and annual operations and maintenance assessment.

3.3.5 Amenity Parks

The District may elect to construct amenity parks within Assessment Areas 1 and 2/3. The parks, and the appurtenances associated with the parks such as benches, trails, structures, playgrounds, etc. would be financed through the District. The District would own, maintain and operate the park areas funded as part of the CIP. The Assessment Area developers may elect to fund the construction of their own private parks in lieu of, or in addition to, any parks financed by the District.

3.3.6 Professional Services

The professional services for design and construction of all components within the District consist of engineering the stormwater management system, utilities and roadways as well as soils investigation and testing, landscaping design, environmental consultation, construction services for inspection of infrastructure during construction and other professional fees necessary for the design and implementation of the District infrastructure.

The costs do not include the legal, administrative, financing, operation or maintenance services necessary to finance, construct and operate the District infrastructure.

In addition to the above professional services funding, the District will also reimburse the costs of the professional services that were performed prior to the establishment of the District that provided the means to develop improvements comprising the CIP. These services include, but are not limited to, soil exploration, water management permitting, master utility permitting and design, environmental permitting, etc.

These costs also include permitting fees for construction of required District infrastructure, bonding for these facilities and construction inspection services.

3.4 OPERATIONS AND MAINTENANCE SERVICES

As noted above, the Master Improvements benefit each Assessment Area on a relative acreage basis, and thus it follows that operations and maintenance services for the Master Improvements (e.g., the maintenance of improvements within the collector roads and other master right-of-way areas and buffers) would also benefit each Assessment Area on a relative acreage basis. Along those lines, Neighborhood Improvements are geographically located within specific Assessment Areas and thus it is our opinion that the Neighborhood Improvements for a specific Assessment Area – and the services involved in operating and maintaining those Neighborhood Improvements – benefit the

applicable Assessment Area. That said, if a particular service (e.g., aquatics maintenance of the stormwater system or maintenance of preserves) is more efficiently conducted under a single service contract across the Assessment Areas, then it is our view that the benefit from those services may be attributed to each Assessment Area on a relative acreage basis.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 3, below, presents the Opinion of Probable Cost for the CIP to include all proposed infrastructure within the District boundary as well as the necessary offsite improvements, professional fees and a Contingency.

It is my professional opinion that these costs are reasonable for the quality of work desired.

TABLE 3

Summary of Opinion of Total Probable Cost

<u>Improvement Description</u>	<u>Assessment Area 1</u>	<u>Assessment Area 2/3</u>	<u>Assessment Area 4**</u>	<u>Total Estimated Cost</u>
Shared Offsite Improvements****	\$215,000	\$459,000	\$76,000	\$750,000
Neighborhood Roadways	\$2,000,000	\$3,500,000	0	\$5,500,000
Stormwater Management	\$3,750,000	\$4,050,000	0	\$7,800,000
Utilities (Water, Sewer, Reclaimed)	\$5,650,000	\$7,150,000	0	\$12,800,000
Hardscape/Landscape/Irrigation/Lighting	\$1,050,000	\$1,550,000	0	\$2,600,000
Streetlights/Underground Electric	\$400,000	\$600,000	0	\$1,000,000
Amenity (Parks)	\$400,000	\$800,000	0	\$1,200,000
Professional Services	\$825,000	\$1,375,000	0	\$2,200,000
Contingency	\$1,350,000	\$1,850,000	0	\$3,200,000
TOTAL	\$15,640,000	\$21,334,000	\$76,000	\$37,050,000

* The probable costs estimated herein do not include anticipated carrying cost, interest, reserves or other anticipated CDD expenditures that may be incurred.

* No Public Infrastructure Improvements that are part of the Murdock Village Development Agreement are included within this estimate.

* Utilities Costs include Prepaid Utility Line Fees

**The Shared Offsite Improvements attributable to Assessment Area 4 will not be funded by the District, but instead will be contributed at no cost to the District pursuant to a separate agreement between the District and certain of the land developers. All Assessment Area 4 Neighborhood Improvements will be funded by the Assessment Area 4 Developer pursuant to an agreement with the District.

*** Unlike the cost estimates shown for Shared Offsite Improvements, which are Master Costs and divided among the assessment areas based on relative acreage, the cost estimates for all other improvements listed, which are all Neighborhood Improvements, are based on construction cost estimates based on the number of planned units.

****The cost allocation for the Shared Offsite Improvements is based on a relative acreage as amongst the planned assessment areas. For example, Assessment Area 1 is allocated 28.67% of the costs based on 120.85 acres / 421.5 total acres in the assessment areas. See Table 1A above for the relative acreages of the assessment areas.

5. Permits

The following is a listing of permits required for the development of the District's CIP

- Charlotte County Preliminary Plat Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Charlotte County Construction Plan Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Southwest Florida Water Management District Environmental Resource Permit (Approval in Hand for Master Drainage System serving the District, while a modification is pending to revise pond and conveyance per new land plan and is expected in early 2020)
- FDEP Potable Water Distribution Permit (Expected late 2019)
- FDEP Wastewater Collection Permit (Expected late 2019)
- NPDES Notice of Intent (issued for PII improvements, modified or additional NPDES permits expected in early 2020 as other necessary development approvals are granted)

Local zoning approvals have been obtained through Charlotte County, in the form of Zoning Ordinance DRC-17-00060.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District as presented herein and that all permits/approvals not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

It is also our opinion that the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure. Further we are of the opinion that the assessable property within the District will receive a special benefit that is at the least equal to such costs. Note that, during development

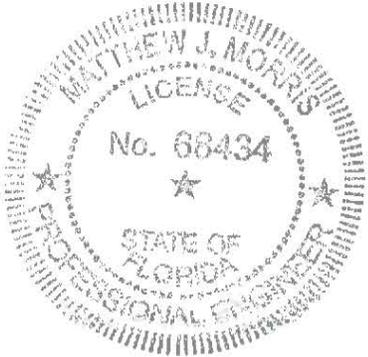
and implementation of the CIP, it may be necessary to make modifications and/or deviations from the District's current plans, and the District expressly reserves the right to do so.



Matthew J. Morris, P.E.
FL License No. 68434

1/14/20

Date



APPENDIX



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GRAPHIC SCALE 1"= 2miles

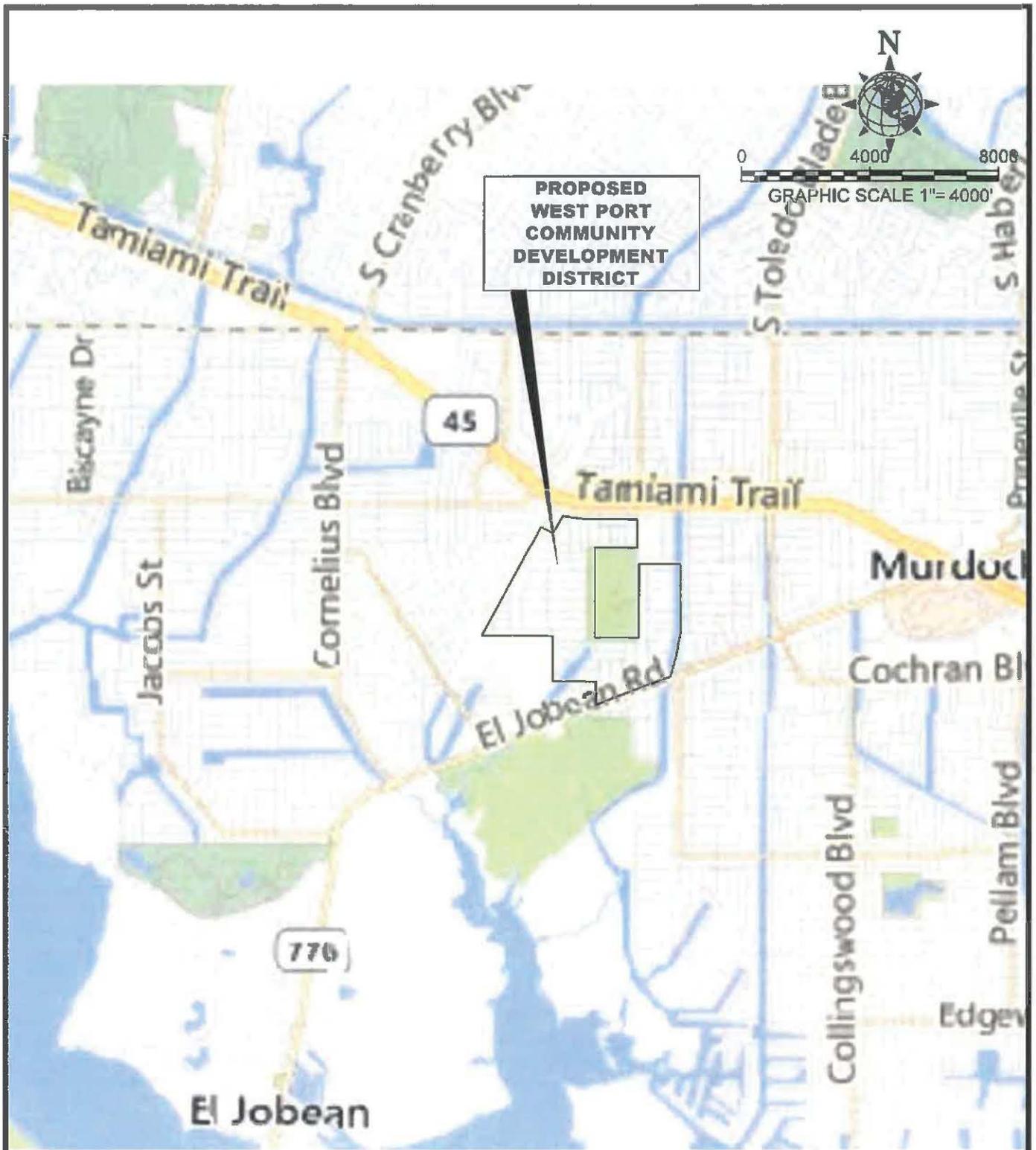
**PROPOSED
WEST PORT
COMMUNITY**



M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
2004 5th Avenue East, Bradenton, Florida 34203 U.S.A. 26780 941-228-4729 www.morrisengineering.com

Location Map
WEST PORT
Sumter County, Florida

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**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**



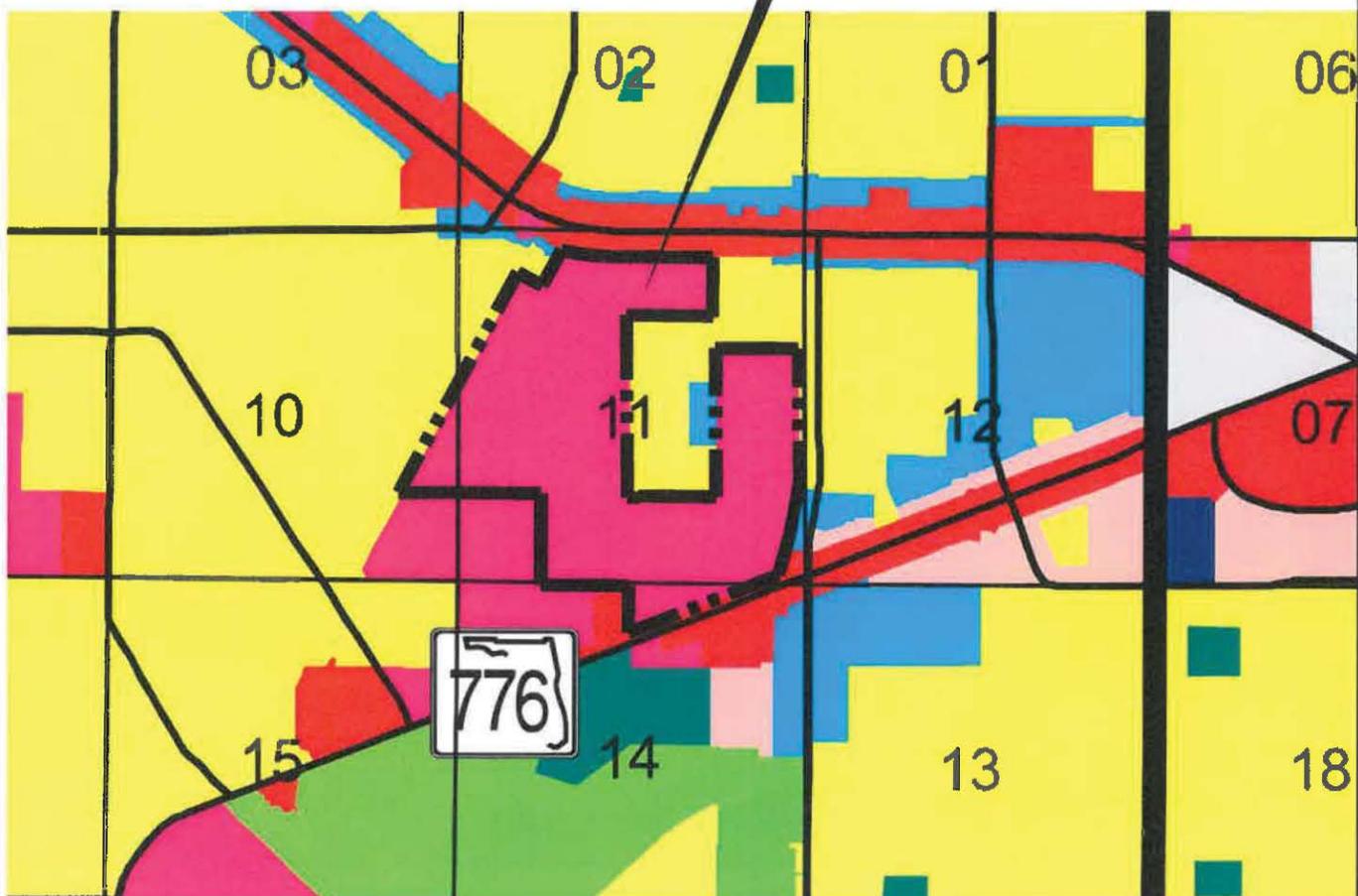
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2004 53rd Avenue East, Bradenton, Florida 34205 C.A. 28780 941-228-4729 www.morrisengineering.net

Location Map
WEST PORT CDD
Sumter County, Florida

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**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**

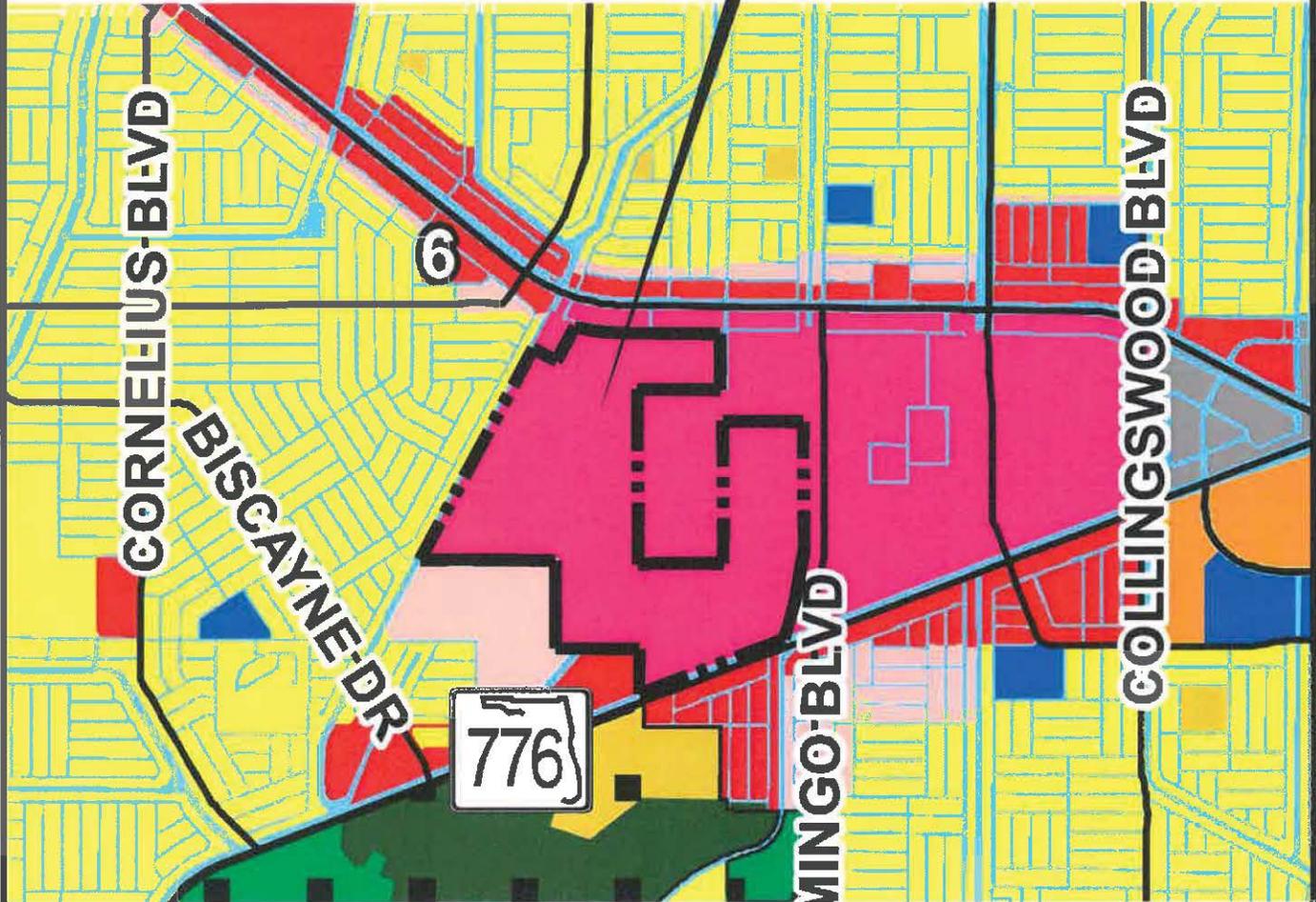


LEGEND

AC	MSF 1	RMF 7.5	RES.	MCI	CRDZ
ER	RSP 2	RMF 10	RVP	OMI	BCZD
MEG	RSP 3.0	RMF 10	IBI	Industrial	CHCAU
EM	MRF 3.5	RMF 12	Commercial	ECAP	CHCNR
MHC	RRF 5	RMF 12	CO	IG	PD
MRP	MRF 6	RMF 10	MCO	M	NewZoning
	RMF 3.0	RMF 7	CN	Mixed Use	PKR
	RMF 5	RE-1	CT	CHRA	

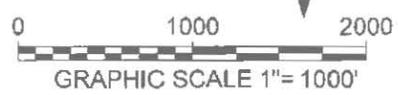
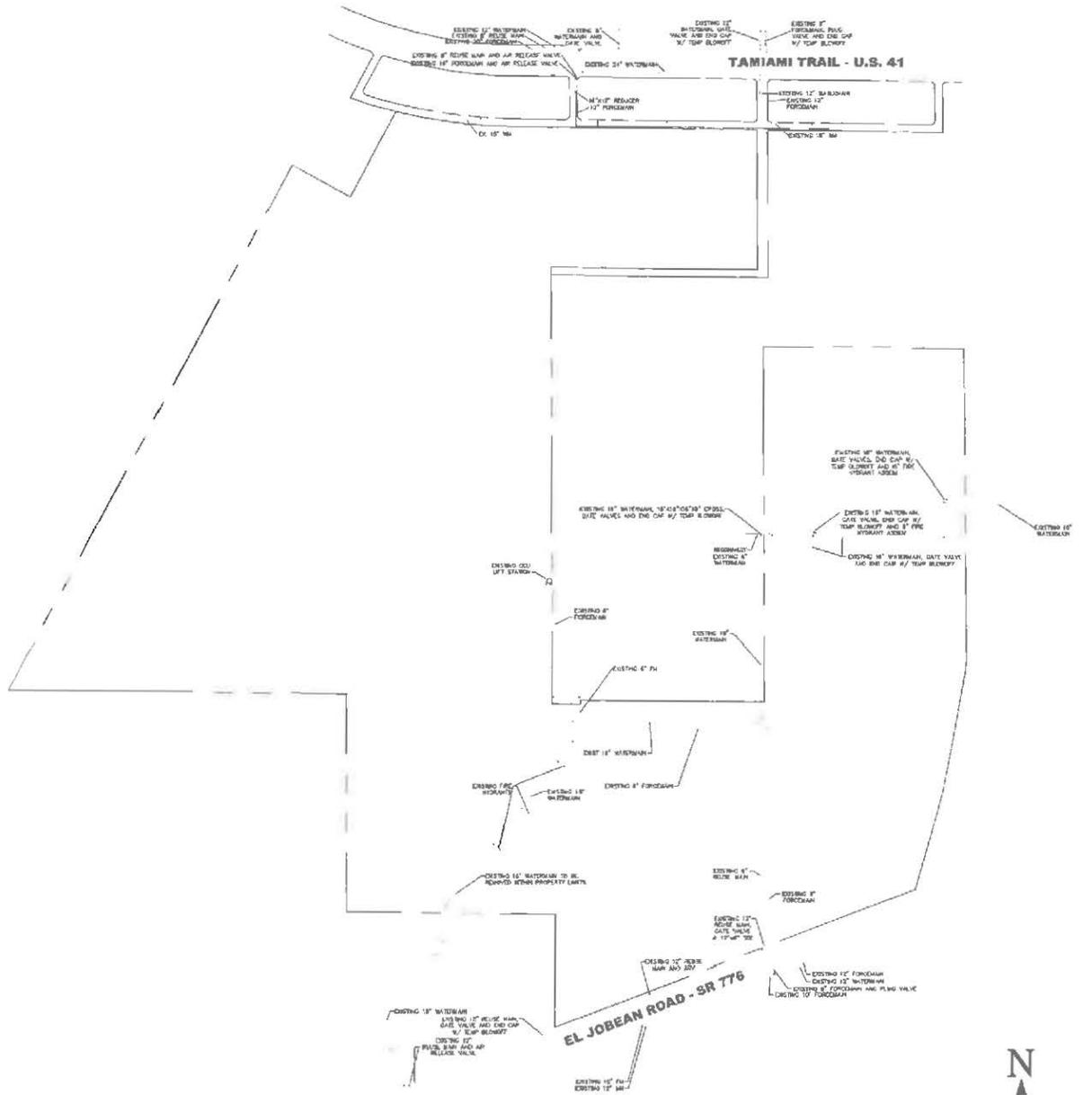


**PROPOSED
WEST PORT
COMMUNITY
DEVELOPMENT
DISTRICT**



LEGEND

- | | | | | |
|---------------------------------|-----------------------------------|---------------------------|--------------------------------------|--|
| Conservation Overlay | Office & Residential | High Intensity Industrial | Resource Conservation | Charlotte Harbor Neighborhood Business/Residential |
| Agriculture | Enterprise Charlotte Airport Park | Murdock Village Mixed Use | Rural Community Mixed Use | Charlotte Harbor Industrial (inactive) |
| Babcock Mixed Use | Mineral Resource Extraction | DRI Mixed Use | US 41 Mixed Use | Recreational Vehicle Park (inactive) |
| Burnt Store Limited Development | Low Density Residential | Compact Growth Mixed Use | Charlotte Harbor Coastal Residential | Coastal Residential (inactive) |
| Burnt Store Village Residential | Medium Density Residential | Parks & Recreation | Charlotte Harbor Tourist | Rural Estate Residential (inactive) |
| City | High Density Residential | Preservation | Charlotte Harbor Mixed Use | #5 See Related Map Appendix for Conditions |
| Commercial | Low Intensity Industrial | Public Lands & Facilities | Charlotte Harbor Commercial | |



M MORRIS ENGINEERING AND CONSULTING, LLC
 Civil Engineering and Land Development Consulting
 2814 West Avenue East, Dunedin, Florida 34628 | P: 813-253-2222 | www.morrisengineering.com

DATE	02/15/23
PROJECT	WEST PORT CDD
DRAWING	UTILITIES
DESIGNER	CHS
CHECKER	CHS

Existing Utilities
WEST PORT CDD
 Sumter County, Florida

SCALE: 1"=1000'	
SHEET NO. 1 OF 1	
DATE	02/15/23
1	1



0 1000 2000

GRAPHIC SCALE 1" = 1,000'



**MORRIS ENGINEERING
AND CONSULTING, LLC**

Civil Engineering and
Land Development Consulting
6991 Professional Parkway, East Suite B, Sarasota, Florida 34249
C.A. 28786 941-444-6644 www.morrisengineering.net

DATE October, 2019	
PROJECT WEST PORT	
DRAWING ASSESS	
DRAWN RL	CHECKED MJM

**Assessment Areas
WEST PORT**
Charlotte County, Florida

SCALE 1" = 1,000'	
SEC. - TWP. - RNC. 10&11-40S-21E	
SHEET 1	OF 1

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1A			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/12/19	Revised Boundary	JCM			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
					
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-DS.DWG LAST SAVED BY: EHYATT					01 of 02

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

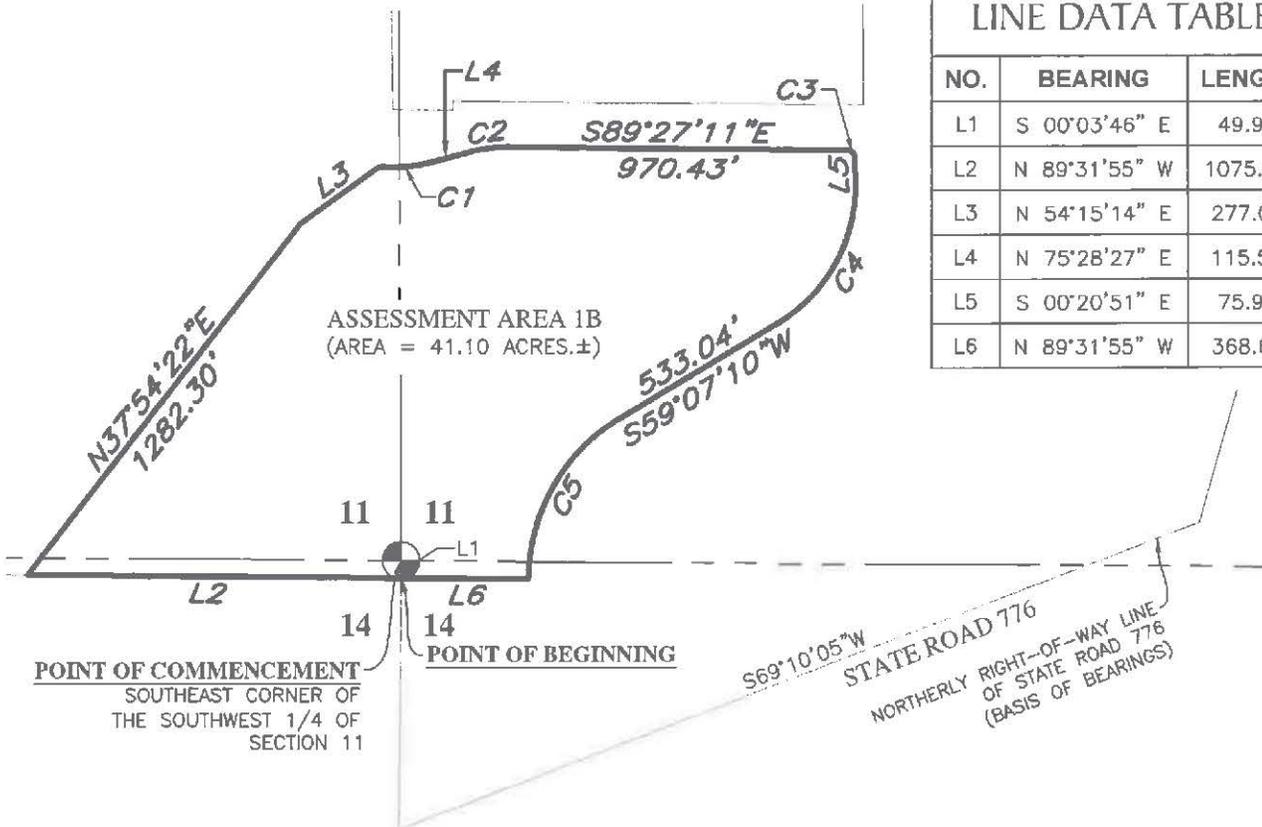
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 1B			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/13/19	revised description	ECH			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
					
FILE PATH: P:\WESTPORT (MURDCK VILLAGE)\DESCRIPTION\WESTPORT-1B-DS.DWG LAST SAVED BY: EHYATT					01 of 02

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46\" E	49.91'
L2	N 89°31'55\" W	1075.72'
L3	N 54°15'14\" E	277.04'
L4	N 75°28'27\" E	115.58'
L5	S 00°20'51\" E	75.94'
L6	N 89°31'55\" W	368.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23\"	149.80'	149.08'	N 85°13'38\" E
C2	460.00'	15°04'22\"	121.01'	120.66'	N 83°00'38\" E
C3	25.00'	89°06'21\"	38.88'	35.08'	S 44°54'01\" E
C4	460.00'	59°28'01\"	477.43'	456.29'	S 29°23'10\" W
C5	540.00'	58°46'55\"	554.01'	530.03'	S 29°43'43\" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint

Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 11, run thence along the West boundary thereof, N.00°04'54"E., a distance of 1351.21 feet to the **POINT OF BEGINNING**; thence N.89°51'49"W., a distance of 833.89 feet to a point on the Easterly vacated right-of-way of line of CRESTWOOD WATERWAY; thence along said Easterly vacated right-of-way line the following two (2) courses: 1) N.28°21'55"E., a distance of 2514.94 feet; 2) N.28°21'55"E., a distance of 1312.19 feet; thence departing said Easterly vacated right-of-way, S.61°38'05"E., a distance of 425.01 feet; thence N.28°21'55"E., a distance of 617.50 feet to a point on the South right-of-way line of FRANKLIN AVENUE, as dedicated per PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE, as recorded in Plat Book 5, Page 39, of the Public Records of Charlotte County, Florida; thence along said South right-of-way line the following two (2) courses: 1) Easterly, 740.64 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 13°05'34" (chord bearing S.82°39'25"E., 739.02 feet); 2) S.89°12'12"E., a distance of 1537.34 feet; thence departing said South right-of-way line, Southeasterly, 38.77 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet); thence S.00°20'51"E., a distance of 804.25 feet; thence Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet); thence N.89°16'58"W., a distance of 1165.47 feet; thence N.89°16'58"W., a distance of 114.24 feet to a point on the West boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said West boundary, S.00°20'37"E., a distance of 2833.15 feet; thence departing said West boundary, S.00°20'37"E., a distance of 166.31 feet; thence Westerly, 40.37 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 05°15'23" (chord bearing N.87°38'52"W., 40.35 feet); thence S.54°15'14"W., a distance of 277.04 feet; thence S.37°54'22"W., a distance of 1282.30 feet; thence N.89°31'55"W., a distance of 268.84 feet; thence N.00°03'10"W., a distance of 1398.83 feet; thence N.89°25'56"W., a distance of 1341.43 feet to the **POINT OF BEGINNING**.

Containing 258.05 acres, more or less.

NOTES:

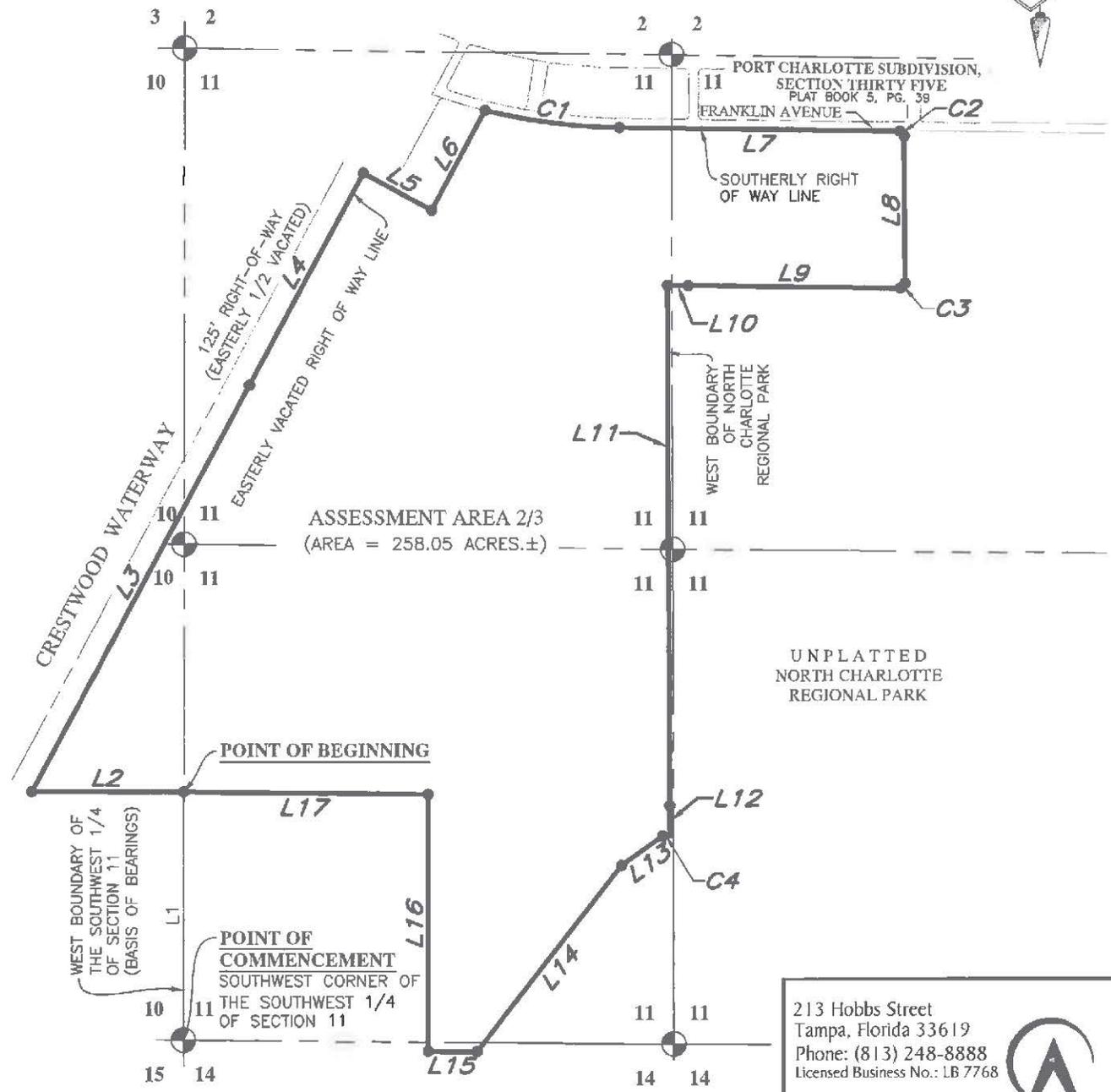
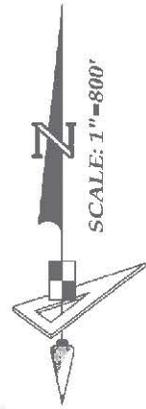
1) The Bearings shown hereon are based on the West boundary of the Southwest 1/4 of Section 11, Township 40 South, Range 21 East, having a Grid bearing of N.00°04'54"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 2/3			(Not A Survey)		
DRAWN: JCM	DATE: 12/11/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
					
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-2-3-DS.DWG LAST SAVED BY: EHYATT					01 of 03

Description Sketch

(Not A Survey)



NOTE:
 SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
 SEE SHEET NO. 3 FOR LINE & CURVE TABLES

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Description Sketch

(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°04'54" E	1351.21'
L2	N 89°51'49" W	833.89'
L3	N 28°21'55" E	2514.94'
L4	N 28°21'55" E	1312.19'
L5	S 61°38'05" E	425.01'
L6	N 28°21'55" E	617.50'
L7	S 89°12'12" E	1537.34'
L8	S 00°20'51" E	804.25'
L9	N 89°16'58" W	1165.47'
L10	N 89°16'58" W	114.24'
L11	S 00°20'37" E	2833.15'
L12	S 00°20'37" E	166.31'
L13	S 54°15'14" W	277.04'
L14	S 37°54'22" W	1282.30'
L15	N 89°31'55" W	268.84'
L16	N 00°03'10" W	1398.83'
L17	N 89°25'56" W	1341.43'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	3241.11'	13°05'34"	740.64'	739.02'	S 82°39'25" E
C2	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C3	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C4	440.00'	5°15'23"	40.37'	40.35'	N 87°38'52" W

NOTE:
 SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
 SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet to the **POINT OF BEGINNING**; thence continue along said North right of way, S.69°10'05"W., a distance of 1936.31 feet; thence departing said Northerly right-of-way, N.60°49'55"W., a distance of 19.28 feet; thence N.10°45'32"W., a distance of 76.10 feet; thence Northerly, 88.14 feet along the arc of a tangent curve to the right having a radius of 450.00 feet and a central angle of 11°13'21" (chord bearing N.05°13'15"W., 88.00 feet); thence N.00°23'26"E., a distance of 356.51 feet; thence N.89°31'55"W., a distance of 10.00 feet; thence Northeasterly, 472.11 feet along the arc of a non-tangent curve to the right having a radius of 460.00 feet and a central angle of 58°48'17" (chord bearing N.29°43'02"E., 451.66 feet); thence N.59°07'10"E., a distance of 533.04 feet; thence Northeasterly, 374.11 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 39°41'39" (chord bearing N.39°16'21"E., 366.67 feet); thence S.70°34'29"E., a distance of 796.84 feet; thence S.88°49'17"E., a distance of 338.25 feet; thence S.15°49'23"W., a distance of 537.95 feet to the **POINT OF BEGINNING**.

Containing 37.16 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 4A			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
12/12/19	Revised Boundary	JCM			
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
					
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4A-DS.DWG LAST SAVED BY: EHYATT					01 of 02

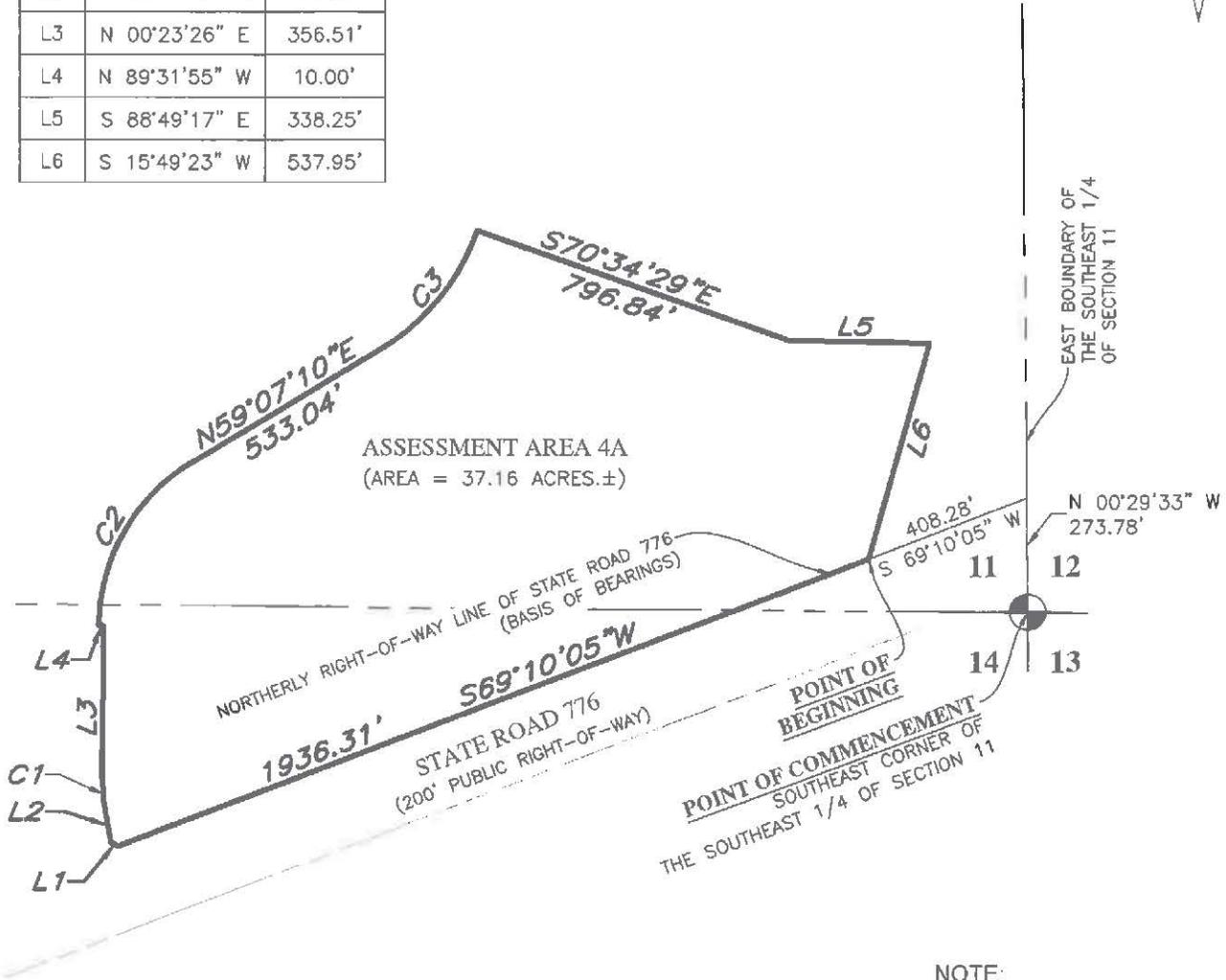
Description Sketch

(Not A Survey)



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 60°49'55" W	19.28'
L2	N 10°49'55" W	76.18'
L3	N 00°23'26" E	356.51'
L4	N 89°31'55" W	10.00'
L5	S 88°49'17" E	338.25'
L6	S 15°49'23" W	537.95'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	450.00'	11°13'21"	88.14'	88.00'	N 05°13'15" W
C2	460.00'	58°48'17"	472.11'	451.66'	N 29°43'02" E
C3	540.00'	39°41'39"	374.11'	366.67'	N 39°16'21" E

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet **POINT OF BEGINNING**; thence S.89°31'55"E., a distance of 358.60 feet; thence S.00°23'26"W., a distance of 356.65 feet; thence Southerly, 107.73 feet along the arc of a tangent curve to the left having a radius of 550.00 feet and a central angle of 11°13'21" (chord bearing S.05°13'15"E., 107.56 feet); thence S.10°49'55"E., a distance of 93.82 feet; thence S.29°10'05"W., a distance of 22.98 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 403.69 feet; thence departing said Northerly right-of-way, N.00°23'26"E., a distance of 722.47 feet to the **POINT OF BEGINNING**.

Containing 5.44 acres, more or less

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port			Prepared For: Morris Engineering		
PHASE: Assessment Area 4B			(Not A Survey)		
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
			 GeoPoint Surveying, Inc.		
			David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4B-DS.DWG LAST SAVED BY: EHYATT					
					01 of 02

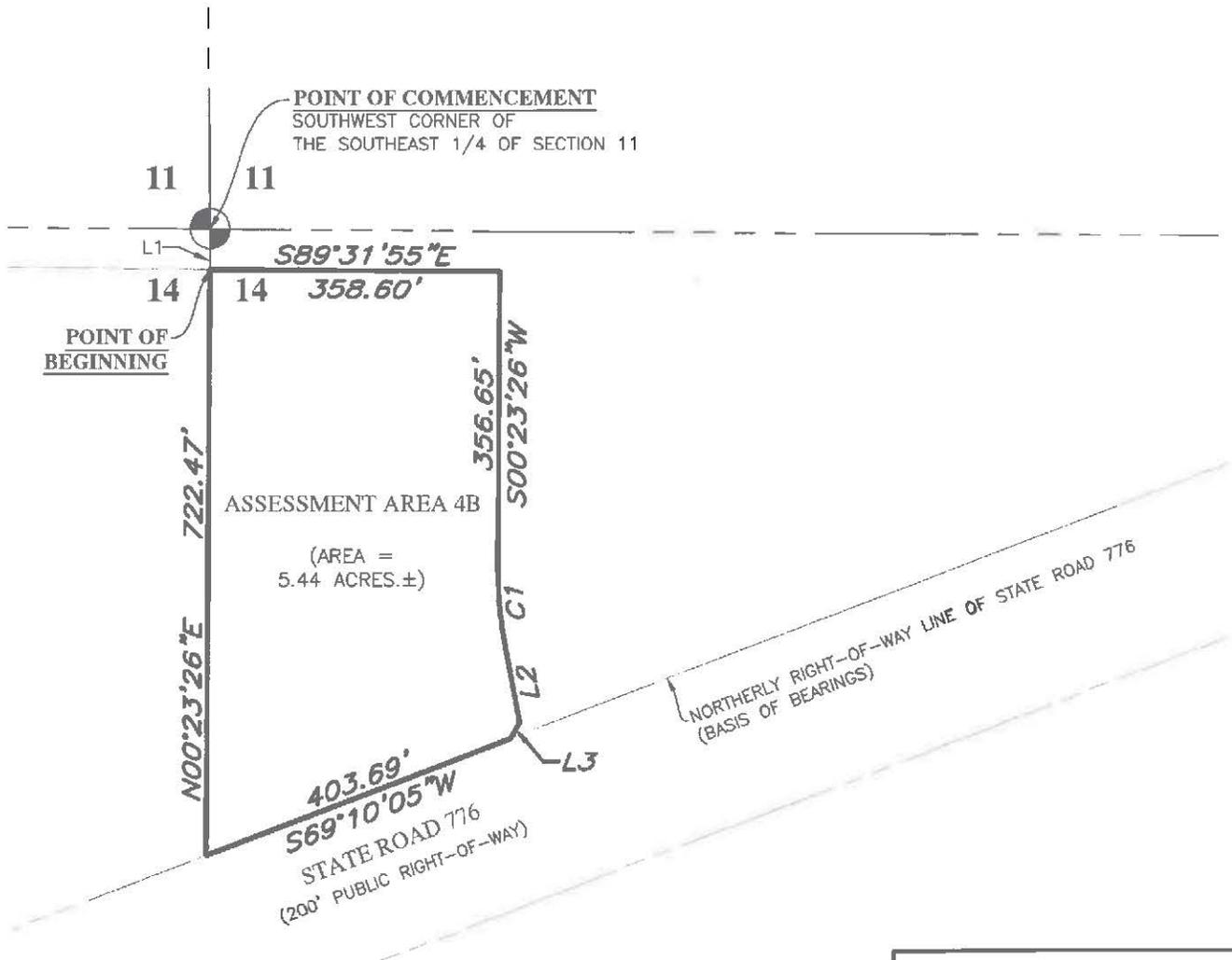
Description Sketch

(Not A Survey)



CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	550.00'	11°13'21"	107.73'	107.56'	S 05°13'15" E

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	S 10°49'55" E	93.82'
L3	S 29°10'05" W	22.98'



NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint

Surveying, Inc.

SUPPLEMENTAL ENGINEER'S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
(ASSESSMENT AREA ONE 2020 PROJECT)

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

February 6, 2020
(As Revised on March 10, 2020)

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT – ASSESSMENT AREA ONE 2020 PROJECT

1. INTRODUCTION

This report is being prepared as a supplement to the original District Engineer's Report dated October 30, 2019 ("**Original Engineer's Report**") for the West Port Community Development District ("**District**"), in order to provide for an Opinion of Probable Cost for the portion of the Assessment Area One Project to begin in 2020 ("**The 2020 Project**").

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

The Original Engineer's Report accurately describes the District boundaries, as well as the Assessment Area One boundary. The 2020 Project will consist of the public infrastructure that is part of the District's overall improvement plan ("**CIP**") serving Assessment Area One and is necessary for the development of the first 320 residential units within Assessment Area One, which is currently planned for 431 residential units in total. Here are the planned units associated with the 2020 Project:

Table 1

Pod	Product	Phase 1	Phase 2	TOTAL
B	50'	104	0	104
H	40'	42	67	109
H	50'	40	67	107
	TOTAL	186	134	320

Note that the existing infrastructure within the District is correctly described within Section 2.3 of the Original Engineer's Report.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

As noted in the Original Engineer's Report, the Assessment Area One Project, and the 2020 Project (which is a part of the Assessment Area One Project), is part of the overall CIP. Such infrastructure will consist of: Shared Offsite Improvements, Roadways, Stormwater Management, Utilities, Irrigation, Landscaping, Undergrounding of Conduit, Amenities and Professional Services. The Shared Offsite Improvements benefit lands both within and outside Assessment Area One, but the balance of the improvements function as a system of improvements within Assessment Area One, benefitting all lands within Assessment Area One.

There are no proposed changes relative to the proposed capital improvement plan as described in Section 3 of the Original Engineer’s Report.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

The opinion of probable costs presented in Table 3 of the Original Engineer’s Report is factually accurate. More specifically, the work included within the 2020 Project, and the costs associated with that work is a portion of the Assessment Area One costs outlined in Table 3 of the Original Engineer’s Report. The cost to construct the 2020 Project will not cause a change in the overall Assessment Area One Costs as outlined in the Original Engineer’s Report, and are enumerated in Table 2, below.

It is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing, both for the 2020 Project.

TABLE 2

Table 2 represents the total cost of the District’s CIP per the Original Engineer’s Report.

<u>Facility Description</u>	<u>ASSESSMENT AREA 1</u>	<u>2020 Project Cost</u>	<u>Remainder of AA 1</u>
	<u>TOTAL COST</u>	<u>(320 lots)</u>	<u>Costs (111 lots)</u>
Shared Offsite Improvements**	\$215,000	\$159,628	\$55,372
Roadways	\$2,000,000	\$1,000,000	\$1,000,000
Stormwater Management	\$3,750,000	\$2,250,000	\$1,500,000
Utilities (Water and Sewer)***	\$4,650,000	\$4,076,560	\$573,440
Hardscape/Landscaping/ Irrigation/Lighting	\$1,050,000	\$525,000	\$525,000
Streetlights/Underground Electric	\$400,000	\$200,000	\$200,000
Amenity	\$400,000	\$300,000	\$100,000
Professional Services	\$825,000	\$525,000	\$300,000
Contingency (10%)	\$1,350,000	\$810,000	\$540,000
TOTAL	\$14,640,000	\$9,846,188	\$4,793,812

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

** Portions of the items noted represent “master costs” that benefit all lands within the District and, accordingly, a portion of such costs are allocated to future phases of the overall CIP. All other items for the Assessment Area One 2020 Project are allocable only to Assessment Area One.

***This cost includes Utility Connection Fees for the 2020 Project which are based on an estimate and are subject to change based on prevailing rates as determined by Charlotte County.

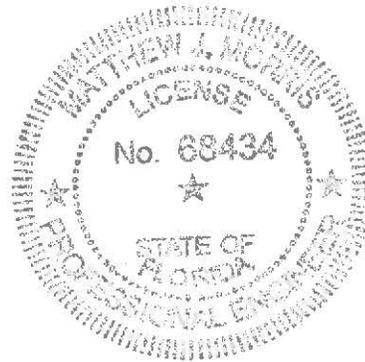
5. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the 2020 Project are currently under review by respective governmental authorities, and are anticipated to be obtained in due course.

It is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the 2020 Project is feasible; and (3) that the assessable property within 2020 Project Area will receive a special benefit from the 2020 Project that is at least equal to such costs. Note that, during development and implementation of the 2020 Project, it may be necessary to make modifications and/or deviations from the District's plans, and the District expressly reserves the right to do so.



Matthew J. Morris, P.E. 3/10/20 Date
FL License No. 68434



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.84 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.88°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW	
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/10	Revised Boundary	JCM	
David A. Williams		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: 1B 7768 GeoPoint Surveying, Inc.	
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-DS.DWG LAST SAVED BY: EHYATT			
			01 of 02

Description Sketch

(Not A Survey)

NORTH CHARLOTTE
REGIONAL PARK

NORTH BOUNDARY OF
NORTH CHARLOTTE REGIONAL PARK

S89°27'00"E 1230.97'

2504.94'

N00°20'31"W

ASSESSMENT AREA 1A
(AREA = 79.75 ACRES ±)

500°30'25"E

2002.10'

FLAMINGO WATERWAY

775.34'

S10°12'47"W

EAST BOUNDARY OF
THE SOUTHEAST 1/4
OF SECTION 11

C1

796.84'
N70°34'29"W

L1

POINT OF BEGINNING

N 15°49'23" E
537.95'

NORTHERLY
RIGHT-OF-WAY LINE
OF STATE ROAD 776
(BASIS OF BEARINGS)

STATE ROAD 776

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 11

S 69°10'05" W
408.28'

N 00°29'33" W
273.78'

11

12

14

13



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 88°49'17" W	338.25'
L2	S 15°49'23" W	112.64'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22"	186.35'	185.43'	N 09°32'20" E
C2	400.00'	10°43'12"	74.84'	74.73'	S 04°51'11" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.64°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 26.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	
DRAWN: JCM DATE: 10/30/19 CHECKED BY: DAW			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/13/19	revised description	ECH	
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1B-DS.DWG		LAST SAVED BY: EHYATT	
		01 of 02	

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7758

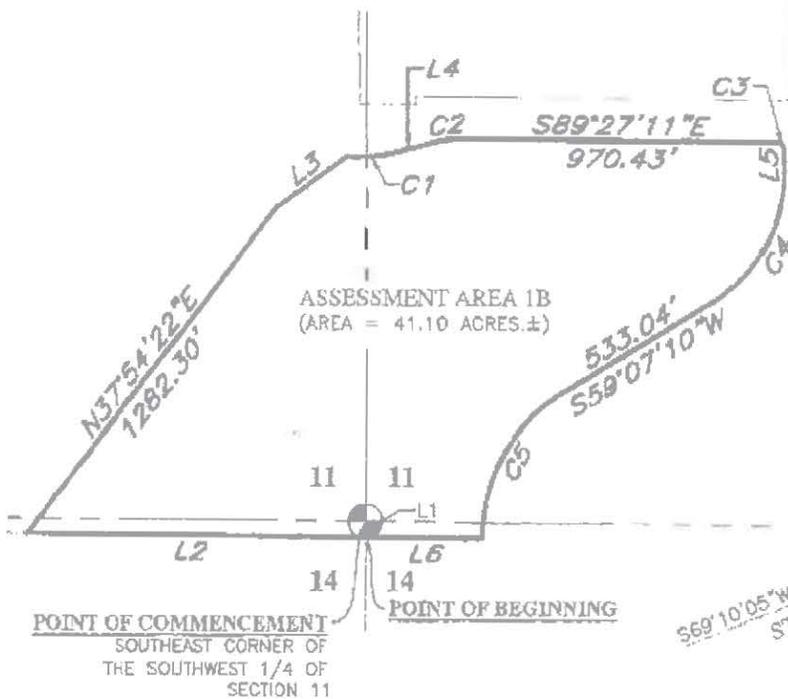


GeoPoint
Surveying, Inc.

David A. Williams
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. **LS6423**

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'38" E
C3	25.00'	89°06'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	59°28'01"	477.43'	456.29'	S 28°23'10" W
C5	540.00'	58°45'55"	554.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3DIII

This instrument was prepared by:

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

**TRUE-UP AGREEMENT
(ASSESSMENT AREA ONE – 2020 PROJECT)**

THIS TRUE-UP AGREEMENT (ASSESSMENT AREA ONE – 2020 PROJECT) (“Agreement”) is made and entered into, by and between:

West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

KL West Port LLC, a Delaware limited liability company, and the owner of Assessment Area One, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (together with its successors and assigns, “**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is currently the owner and primary developer of the lands within “**Assessment Area One**,” which are described in **Exhibit A** attached hereto (“**Property**”); and

WHEREAS, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**2020 Project**,” and

WHEREAS, the 2020 Project refers to the portion of the overall Capital Improvement Plan that: (a) is described in the *Engineer’s Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020 (together, “**Engineer’s Report**”), and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 320 residential units, or 320 EAU) in Assessment Area One (including but not limited to any master improvements) to absorb the full allocation of Debt Assessments (defined herein) necessary to secure

the 2020 Bonds, where such Debt Assessments are based on the assessment levels set forth in the Assessment Report (defined herein); and

WHEREAS, the District intends to finance a portion of the 2020 Project through the use of proceeds from the anticipated sale of \$6,735,000 Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (together, “**2020 Bonds**”); and

WHEREAS, pursuant to Resolution Nos. 2020-24, 2020-30 and 2020-35 (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt service special assessment lien(s) (“**Debt Assessments**”) on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2020 Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the *First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020 (“**Assessment Report**”), which is on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Developer agrees that the Property benefits from the timely design, construction, or acquisition of the 2020 Project; and

WHEREAS, Developer agrees that the Debt Assessments, which were imposed on the lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the District, which assumptions were provided by Developer; and

WHEREAS, Developer intends to plat and develop its lands within the District based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a “true-up” mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as reconfigured.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Developer further agrees that to the extent Developer fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Manatee County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or this Agreement. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Debt Assessments per lot for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands to pay a "**True-Up Payment**" equal to the shortfall in Debt Assessments resulting from the reduction of planned units. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands within Assessment Area One, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the Developer provide additional information including a revised Assessment Report. Prior to any decision by the District not

to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Debt Assessments to pay debt service on the 2020 Bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes*, upon the advice of District Counsel. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include applicable interest (as set forth in the supplemental indenture(s) for the 2020 Bonds).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area One, any unallocated Debt Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Debt Assessments and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Developer shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement, provided however that such platted lot is not in fact re-platted.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Except as set forth in Section 12, amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

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

10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

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

12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the beneficial owners of a majority of the outstanding 2020 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be amended or assigned (except as set forth in Section 6) without the consent of the Trustee, acting at the direction of the beneficial owners of a majority of the outstanding 2020 Bonds, which consent shall not be unreasonably withheld.

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

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

15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the part(ies) below execute the *True-Up Agreement (Assessment Area One – 2020 Project)* to be effective as of April 2, 2020.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: JASEL LYBERT

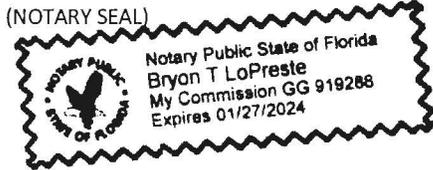
By: [Signature]
Name: James P. Harvey
Title: Chairperson

By: [Signature]
Name: Bryon T LoPreste

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of MARCH, 2020, by James P. Harvey, Chairperson, of WEST PORT COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the part(ies) below execute the *True-Up Agreement (Assessment Area One – 2020 Project)*.

WITNESS

KL WEST PORT, LLC

By: [Signature]
Name: JARCO LYBENT

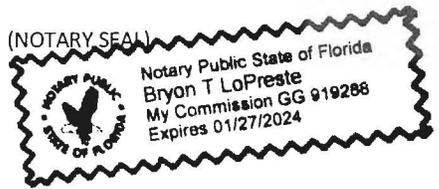
By: [Signature]
Name: James P. Harvey
Title: Authorized Signatory

By: [Signature]
Name: Bryon T. LoPreste

STATE OF FLORIDA
COUNTY OF TALMADGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of March, 2020, by James P. Harvey, Authorized Signatory of KL West Port LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Assessment Area One

EXHIBIT A

Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.16°49'23"E., a distance of 537.95 feet to the POINT OF BEGINNING; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°49'22" (chord bearing N.00°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2804.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.69°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the POINT OF BEGINNING.

Containing 79.75 acres, more or less.

NOTES:

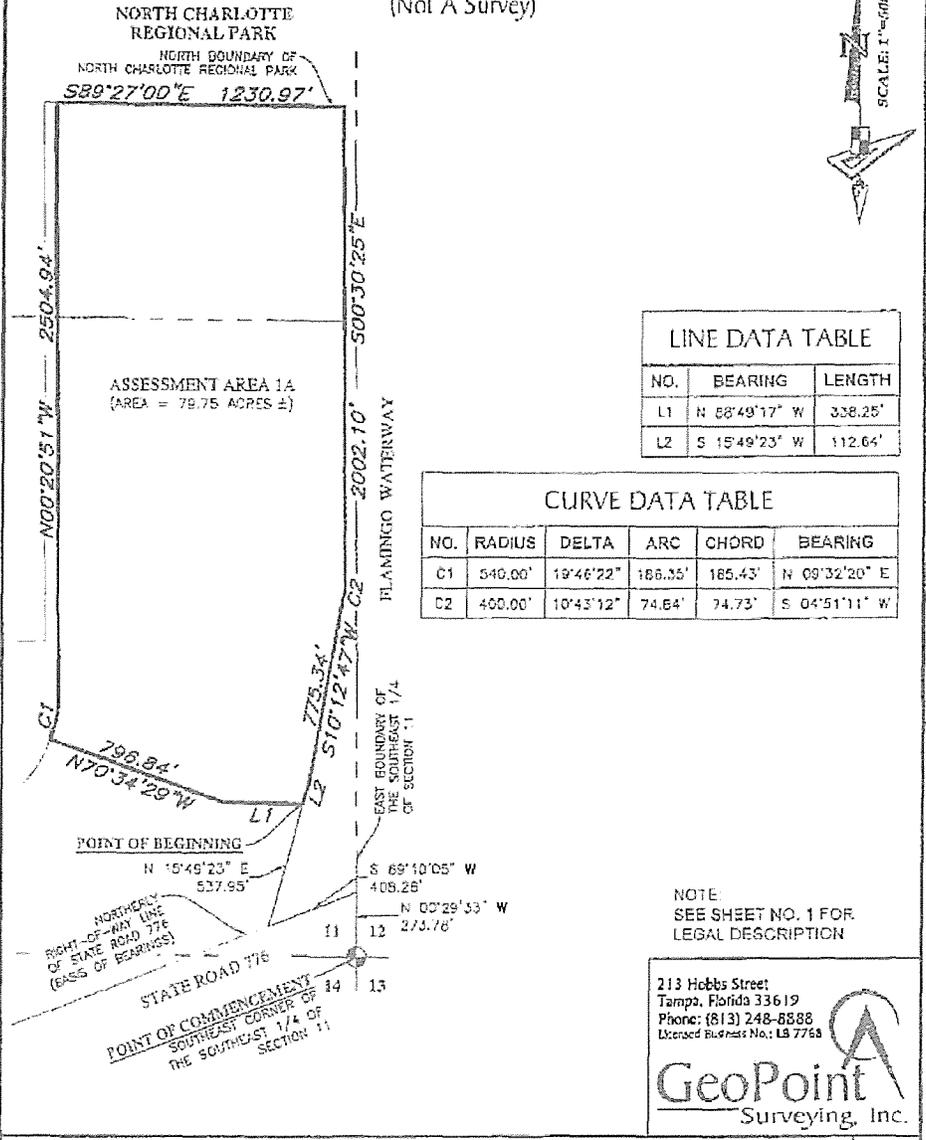
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Gnd bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Pdr		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/10	Revised Boundary	JCM	
David A. Williams			
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-03.DWG		LAST SAVED BY: EHYATT	

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	N 88°49'17\" W	338.25'
L2	S 15°49'23\" W	112.64'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22\"	186.35'	185.43'	N 09°32'20\" E
C2	400.00'	10°43'12\"	74.64'	74.73'	S 04°51'11\" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.81 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.06 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°08'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 450.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 56°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.68°31'55"W., a distance of 388.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

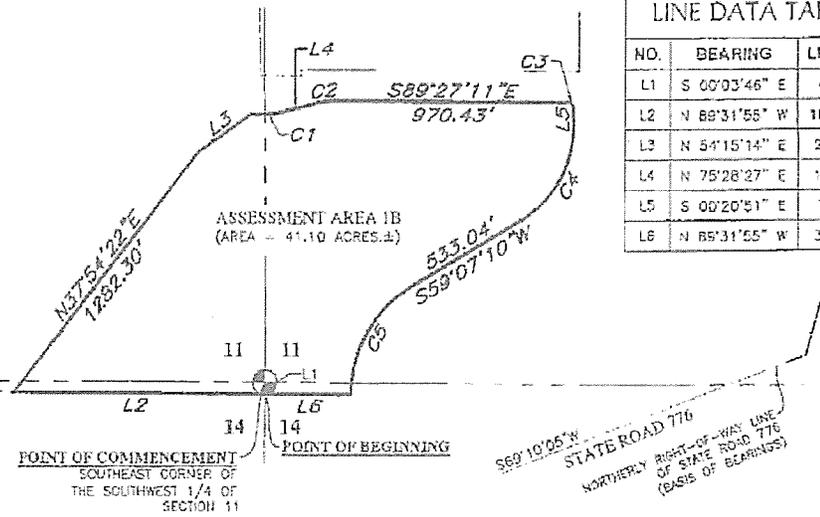
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 778, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared for: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: 197768
DRAWN: JCM (DATE: 10/30/19) CHECKED BY: DAW			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/19/19	revise description	ECM	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 156423			
FILE PATH: P:\WESPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-19-03.DWG LAST SAVED BY: EHYATT			01 of 02

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 88°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 85°31'55" W	358.60'

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 11

POINT OF BEGINNING

S69°10'05"W
STATE ROAD 776
NORTHERLY RIGHT-OF-WAY LINE
OF STATE ROAD 776
(BASIS OF BEARINGS)

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	146.80'	149.08'	N 85°13'36" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'36" E
C3	25.00'	80°08'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	58°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	55°45'55"	554.01'	530.03'	S 26°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8868
Licensed Business No.: LD 7768



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3DIV

This instrument was prepared by:

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

**COLLATERAL ASSIGNMENT AGREEMENT
(ASSESSMENT AREA ONE – 2020 PROJECT)**

THIS COLLATERAL ASSIGNMENT AGREEMENT (ASSESSMENT AREA ONE – 2020 PROJECT) (“Agreement”) is made and entered into, by and between:

West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

KL West Port LLC, a Delaware limited liability company, and the owner of Assessment Area 1, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (together with its successors and assigns, “**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue its \$6,735,000 Special Assessment Bonds, Series 2020A-1 (Assessment Area One – 2020 Project) (together, “**2020 Bonds**”) to finance certain public infrastructure, as defined in that certain *Engineer’s Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020 (together, “**Engineer’s Report**”); and

WHEREAS, the security for the repayment of the 2020 Bonds are the special assessments (“**2020 Assessments**”) levied against benefitted lands within what is known as “**Assessment Area 1**” (herein a/k/a “**Property**”), the legal description of which is attached hereto as **Exhibit A**; and

WHEREAS, after platting is completed, the 2020 Assessments will be secured by the first 320 residential units¹ (as used herein with respect to the planned units and/or the undeveloped lands within

¹The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated the develop sufficient residential units (i.e., presently planned

the Property that may be developed into the planned units, “Lots”) within the Property, which have been or will ultimately be developed and sold to homebuilders or homeowners within the District (“Development Completion”); and

WHEREAS, during the time that the Lots are not owned by end user residents, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2020 Assessments securing the 2020 Bonds; and

WHEREAS, in the Event of Default (herein defined) in the payment of the 2020 Assessments, the District has certain remedies – namely, if the 2020 Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the 2020 Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the 2020 Assessments is the sale of tax-certificates (collectively, “Remedial Rights”); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

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

1. **COLLATERAL ASSIGNMENT.**

Development Rights. The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer’s development rights relating to development of the Property, and the Developer’s rights as declarant under any homeowner’s association or other similar governing entity with respect to the Property (collectively, “Development Rights”) as security for the Developer’s payment and performance and discharge of its obligation to pay the 2020 Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (h) below as they pertain to development of the Property:

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

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

for 320 residential units, or 320 EAUs) that would absorb the full allocation of 2020 Assessments securing the 2020 Bonds, where such 2020 Assessments are based on the assessment levels for each residential product type established in the District’s applicable assessment methodology reports.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements to the developable property within the Property.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All prepaid impact fees and impact fee credits.

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

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Lots conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future conveyed, to Charlotte County, Florida, the District, any unaffiliated homebuilder, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**"), or (iii) lands outside the District or improvements not included in the Property.

Rights Inchoate. The assignment and assumption of rights under this Agreement shall be inchoate and shall only become an effective and absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the 2020 Assessments levied against the Property; provided, however, that such assignment shall only be effective and absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to a homebuilder or end-user resident, in which event such Lot shall be released automatically here from.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

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

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

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

(b) The Development Rights include all of the Developer's right to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided that no such modification, termination, waiver or release affects any of the Development Rights which pertain to lands outside of the District not relating to development of the Property.

(c) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding 2020 Assessments.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall not be more than sixty (60) days unless District, in its sole discretion, agrees to a longer cure period), constitute an "**Event of Default**" under this Agreement.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates, the District may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

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

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

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such

performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Absent this Agreement becoming effective and absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the 2020 Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are subject to the Permitted Transfer ("**Term**").

9. **AMENDMENT.** Except as set forth in Section 14, this Agreement may be modified in writing only by the mutual agreement of all parties hereto.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the owners of a majority of the Bonds outstanding ("**Majority Owners**") of the 2020 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. Except as provided in Section 10, this Agreement may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Owners of the 2020 Bonds, which consent shall not be unreasonably withheld.

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

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

18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall

constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES TO FOLLOW]

WHEREFORE, the part(ies) below execute the *Collateral Assignment Agreement (Assessment Area One – 2020 Project)*, to be effective as of April 2, 2020.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: JARED LYBBERT

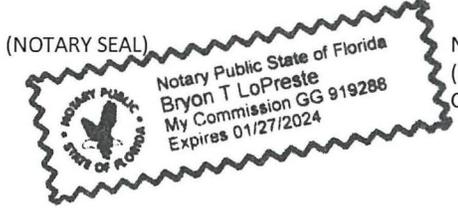
By: [Signature]
Name: James P. Harvey
Title: Chairperson

By: [Signature]
Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF FLORIDA BOROUGHS

17th The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of MARCH, 2020, by James P. Harvey, Chairperson, of WEST PORT COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the part(ies) below execute the *Collateral Assignment Agreement (Assessment Area One – 2020 Project)*.

WITNESS

KL WEST PORT, LLC

By: [Signature]
Name: JAMES LIBBERT

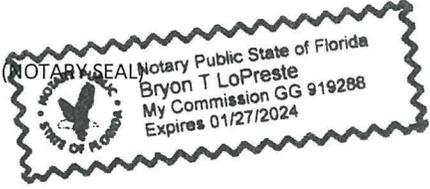
By: [Signature]
Name: James P. Harvey
Title: Authorized Signatory

By: [Signature]
Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF FLUOR BONWY

17 The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this MARCH day of 2020, by James P. Harvey, Authorized Signatory of KL West Port, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



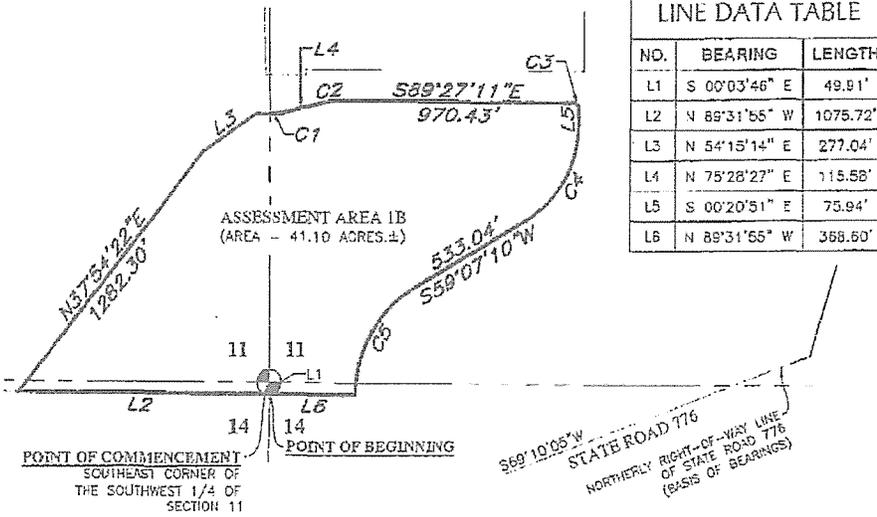
Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Assessment Area 1

EXHIBIT A

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.91'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
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NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7765

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.64°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.55°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.63°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°08'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.69°07'10"W., a distance of 633.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°48'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.69°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**

Containing 41.10 acres, more or less.

NOTES:

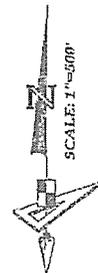
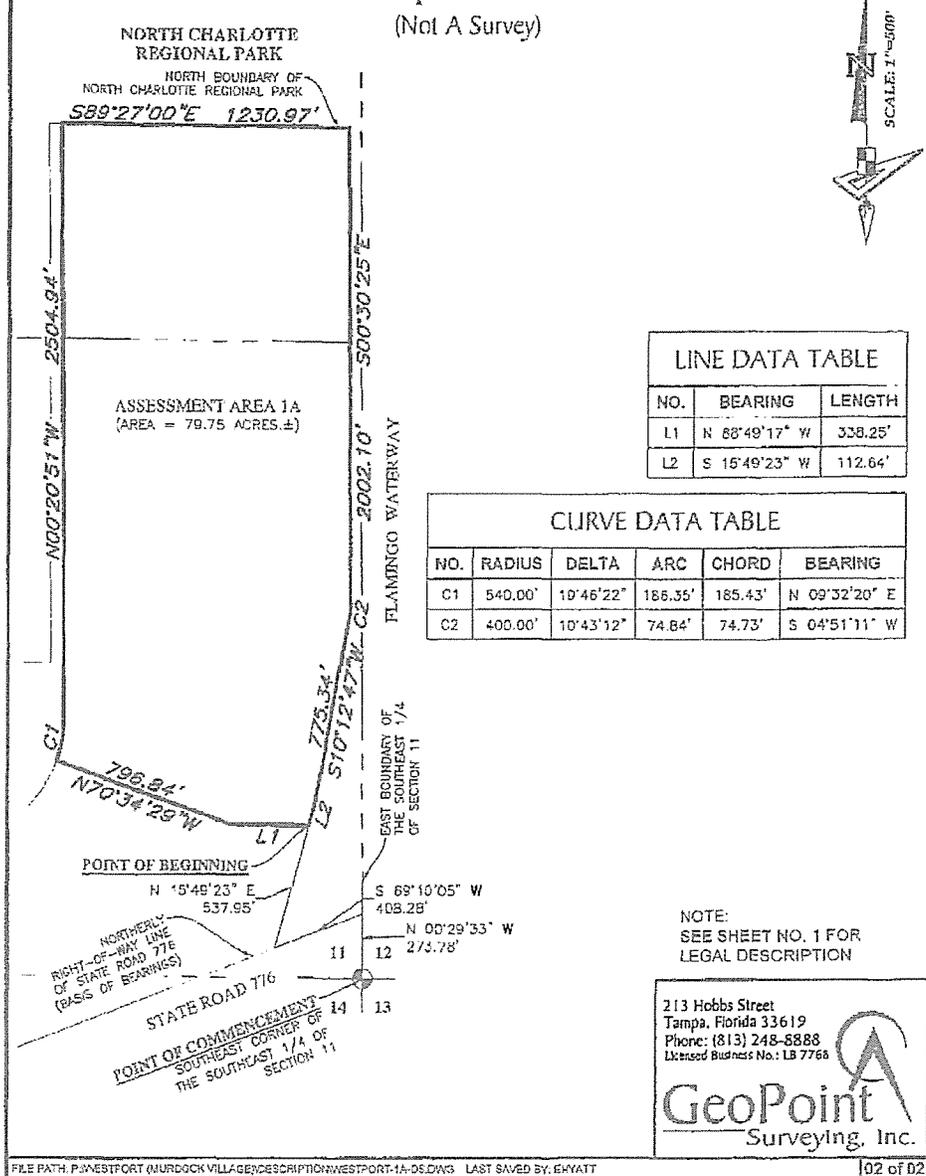
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared for: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7766
DRAWN: JCM	DATE: 10/30/19		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/15/19	revise description	ECM	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1B-03.DWG LAST SAVED BY: ERYATT			
			01 of 02

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	N 88°49'17\" W	338.25'
L2	S 15°49'23\" W	112.64'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	10°46'22\"	186.35'	185.43'	N 09°32'20\" E
C2	400.00'	10°43'12\"	74.84'	74.73'	S 04°51'11\" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°48'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.88°45'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.64 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°48'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM DATE: 10/30/19 CHECKED BY: DAW			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/10	Revised Boundary	JCM	
		David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423	
			
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-US.DWG LAST SAVED BY: BHYATT			
			01 of 02

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3DV

This instrument was prepared by:

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

**DECLARATION OF CONSENT
(ASSESSMENT AREA ONE – 2020 PROJECT)**

KL West Port LLC, a Delaware limited liability company, together with its successors and assigns (together, “**Landowner**”), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The West Port Community Development District (“**District**”) is, and has been at all times, on and after October 23, 2019, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Charlotte County, Florida (“**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2019-023, effective as of October 23, 2019, was duly and properly enacted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from October 23, 2019, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2020-24, 2020-30 and 2020-35 (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**Assessments**”). Such Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other state liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its \$6,735,000 Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project), or securing payment thereof (“**Financing Documents**”), are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an

appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of April 2, 2020.

WITNESS

KL WEST PORT LLC, a Delaware limited liability company

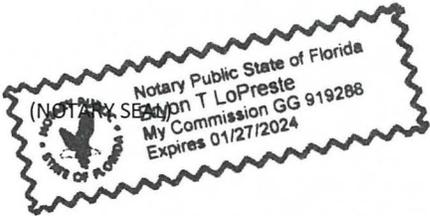
By: [Signature]
Name: JALSO LITBERT

By: [Signature]
Name: James P. Harvey
Title: Authorized Signatory

By: [Signature]
Name: BARON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of MARCH, 2020, by James P. Harvey, Authorized Signatory of KL West Port LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Baron T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

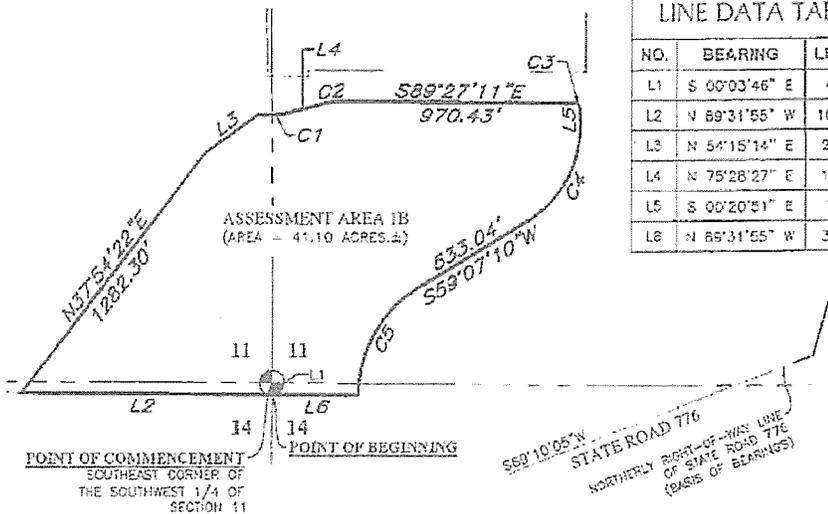
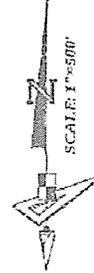
EXHIBIT A: Legal Description of Property

EXHIBIT A

Legal Description of Assessment Area 1

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.01'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	358.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	148.80'	149.08'	N 85°13'38" E
C2	460.00'	15°04'22"	121.01'	120.66'	N 83°00'36" E
C3	25.00'	89°08'21"	38.88'	38.08'	S 44°54'01" E
C4	460.00'	58°28'01"	477.43'	455.29'	S 29°23'10" W
C5	540.00'	58°46'55"	584.01'	530.03'	S 29°43'43" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8868
Licensed Business No.: LB 7768



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet east to the POINT OF BEGINNING; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 018°30'23" (chord bearing N.86°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.69°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the POINT OF BEGINNING.

Containing 41.10 acres, more or less.

NOTES:

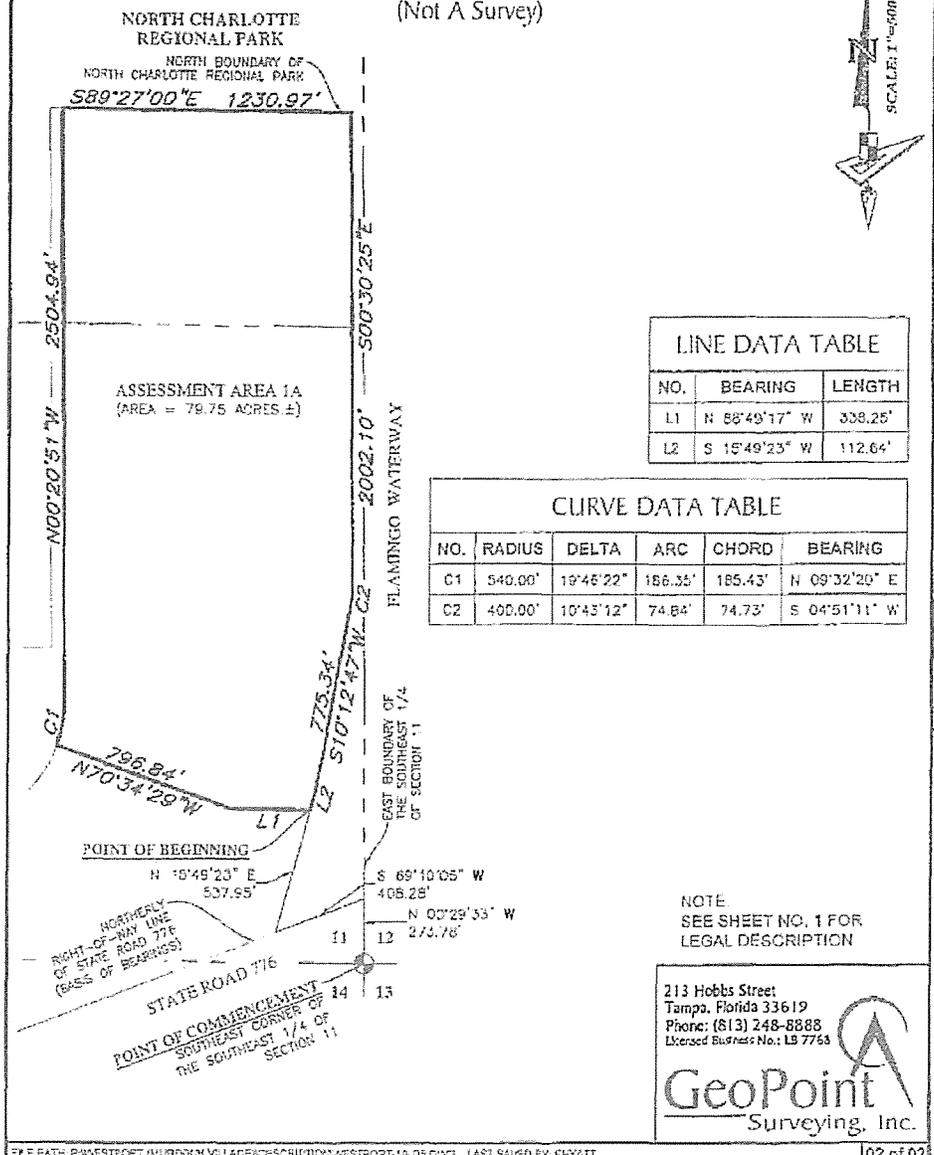
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

SEE SHEET NO 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared for: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	
DRAWN: JCM DATE: 10/30/19 CHECKED BY: DAW			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/13/19	revised description	EGH	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8828 Licenced Business No.: LB 7768	
FILE PATH: P:\WESTPORT (MURDOCK VILLAGES)\DESCRIPTION\WESTPORT-19-03.DWG LAST SAVED BY: EHYATT			01 of 02

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	N 88°49'17\" W	338.25'
L2	S 15°49'23\" W	112.64'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	540.00'	19°46'22\"	186.35'	185.43'	N 09°32'20\" E
C2	400.00'	10°45'12\"	74.84'	74.73'	S 04°51'11\" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7763

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.68°45'17"W., a distance of 338.25 feet; thence N.70°24'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.68°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.64 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

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SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW	
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/16	Revised Boundary	JCM	
FILE PATH: F:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-03.DWG		LAST SAVED BY: EHYATT	

215 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No. LB 7765

GeoPoint
Surveying, Inc.

David A. Williams
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. **LS6423**

01 of 02

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3DVI

This instrument was prepared by:

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

**DECLARATION OF CONSENT
(ASSESSMENT AREA 2/3 – MASTER ASSESSMENTS)**

KL West Port LLC, a Delaware limited liability company, together with its successors and assigns (together, “**Landowner**”), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The West Port Community Development District (“**District**”) is, and has been at all times, on and after October 23, 2019, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Charlotte County, Florida (“**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2019-023, effective as of October 23, 2019, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from October 23, 2019, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2020-24 and 2020-30 (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**Assessments**”). Such Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other state liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments, and the Assessment Resolutions, are valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on

the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

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[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of April 2, 2020.

WITNESS

KL WEST PORT LLC, a Delaware limited liability company

By: [Signature]
Name: JARED LYBERT

By: [Signature]
Name: James P. Harvey
Title: Authorized Signatory

By: [Signature]
Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of MARCH, 2020, by James P. Harvey, Authorized Signatory of KL West Port LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

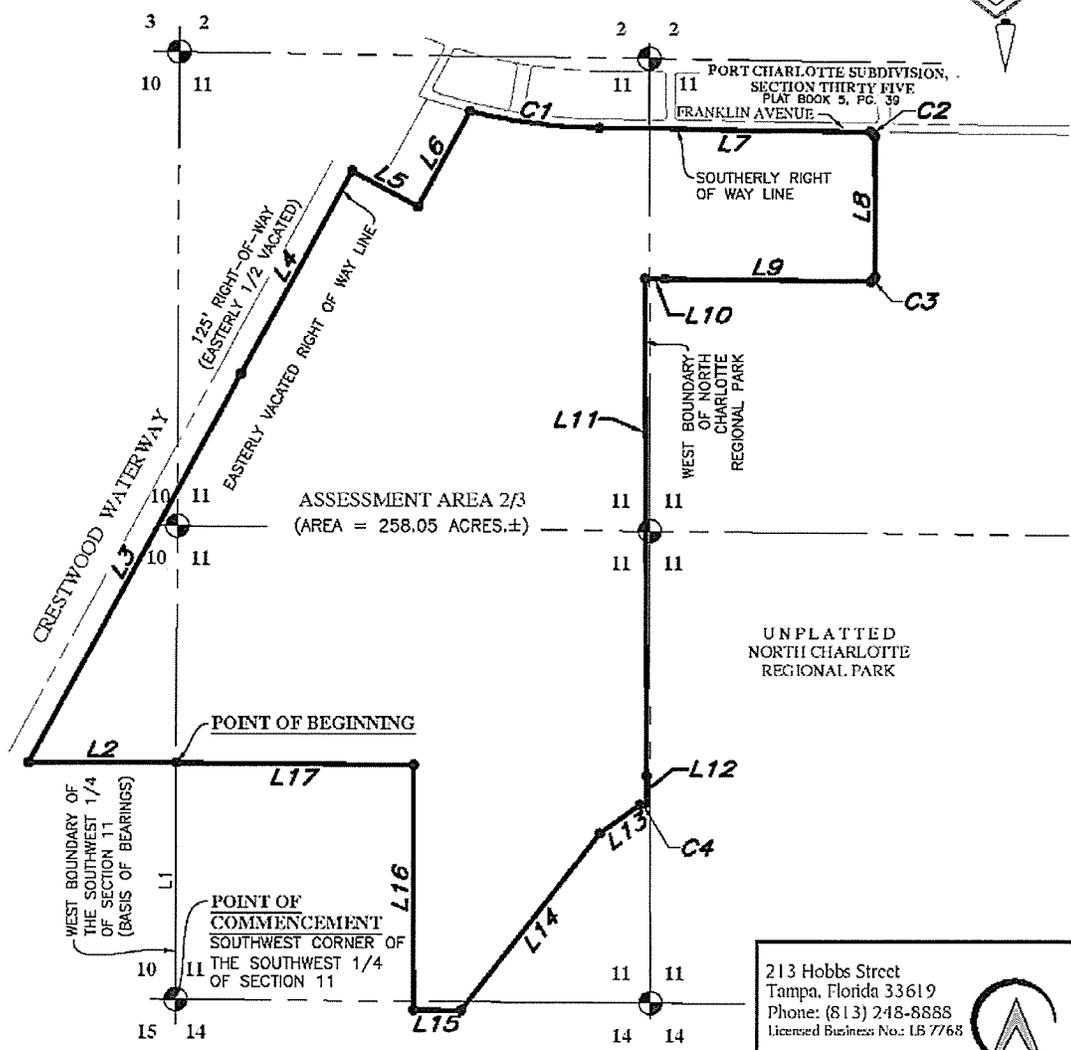
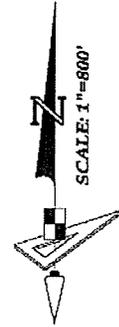
EXHIBIT A: Legal Description of Property

EXHIBIT A

Legal Description of Assessment Area 2/3

Description Sketch

(Not A Survey)



ASSESSMENT AREA 2/3
(AREA = 258.05 ACRES.±)

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 11, run thence along the West boundary thereof, N.00°04'54"E., a distance of 1351.21 feet to the **POINT OF BEGINNING**; thence N.89°51'49"W., a distance of 833.89 feet to a point on the Easterly vacated right-of-way of line of CRESTWOOD WATERWAY; thence along said Easterly vacated right-of-way line the following two (2) courses: 1) N.28°21'55"E., a distance of 2514.94 feet; 2) N.28°21'55"E., a distance of 1312.19 feet; thence departing said Easterly vacated right-of-way, S.61°38'05"E., a distance of 425.01 feet; thence N.28°21'55"E., a distance of 617.50 feet to a point on the South right-of-way line of FRANKLIN AVENUE, as dedicated per PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE, as recorded in Plat Book 5, Page 39, of the Public Records of Charlotte County, Florida; thence along said South right-of-way line the following two (2) courses: 1) Easterly, 740.64 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 13°05'34" (chord bearing S.82°39'25"E., 739.02 feet); 2) S.89°12'12"E., a distance of 1537.34 feet; thence departing said South right-of-way line, Southeasterly, 38.77 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet); thence S.00°20'51"E., a distance of 804.25 feet; thence Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet); thence N.89°16'58"W., a distance of 1165.47 feet; thence N.89°16'58"W., a distance of 114.24 feet to a point on the West boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said West boundary, S.00°20'37"E., a distance of 2833.15 feet; thence departing said West boundary, S.00°20'37"E., a distance of 166.31 feet; thence Westerly, 40.37 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 05°15'23" (chord bearing N.87°38'52"W., 40.35 feet); thence S.54°15'14"W., a distance of 277.04 feet; thence S.37°54'22"W., a distance of 1282.30 feet; thence N.89°31'55"W., a distance of 268.84 feet; thence N.00°03'10"W., a distance of 1398.83 feet; thence N.89°25'56"W., a distance of 1341.43 feet to the **POINT OF BEGINNING**.

Containing 258.05 acres, more or less.

NOTES:

1) The Bearings shown hereon are based on the West boundary of the Southwest 1/4 of Section 11, Township 40 South, Range 21 East, having a Grid bearing of N.00°04'54"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 2/3		(Not A Survey)	
DRAWN: JCM	DATE: 12/11/19		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 218-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.	
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-2-3-DS.DWG			LAST SAVED BY: EHYATT
			01 of 03

Description Sketch

(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°04'54" E	1351.21'
L2	N 89°51'49" W	833.89'
L3	N 28°21'55" E	2514.94'
L4	N 28°21'55" E	1312.19'
L5	S 61°38'05" E	425.01'
L6	N 28°21'55" E	617.50'
L7	S 89°12'12" E	1537.34'
L8	S 00°20'51" E	804.25'
L9	N 89°16'58" W	1165.47'
L10	N 89°16'58" W	114.24'
L11	S 00°20'37" E	2833.15'
L12	S 00°20'37" E	166.31'
L13	S 54°15'14" W	277.04'
L14	S 37°54'22" W	1282.30'
L15	N 89°31'55" W	268.84'
L16	N 00°03'10" W	1398.83'
L17	N 89°25'56" W	1341.43'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	3241.11'	13°05'34"	740.64'	739.02'	S 82°39'25" E
C2	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C3	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C4	440.00'	5°15'23"	40.37'	40.35'	N 87°38'52" W

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 218-8888
Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3D VII

This instrument was prepared by:

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

**DISCLOSURE OF PUBLIC FINANCE
(ASSESSMENT AREA ONE – 2020 PROJECT)**

DISCLOSURE OF PUBLIC FINANCE

The West Port Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2019-023, which was adopted by the Board of County Commissioners of Charlotte County, Florida and which became effective on October 23, 2020. The District currently encompasses approximately 434 acres of land located entirely within the unincorporated area of Charlotte County, Florida (“**County**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please contact the District’s Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, phone (561)571-0010 (“**District Office**”).

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), offsite improvements, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

Capital Improvement Plan / Master Bonds & Assessments

In February of 2020, the District authorized the construction and/or financing of its master capital improvement plan (“**CIP**”). The CIP includes, among other things, drainage and surface water

management infrastructure, water and sewer utilities, landscape buffers, irrigation, and soft costs. The CIP is divided into several sub-projects, each related to a particular geographic area within the District known as “Assessment Area 1,” “Assessment Area 2/3,” and “Assessment Area 4.” The CIP, and each of the individual sub-projects, is described in the *Engineer’s Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020 (together, “**Engineer’s Report**”).

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of future special assessment bonds (“**Master Bonds**”). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens (“**Master Assessments**”) on certain benefitted lands within Assessment Area 1 and Assessment Area 2/3. The Master Assessments are further described in the *Master Special Assessment Methodology Report*, dated October 30, 2019 (“**Master Assessment Report**”).

2020 Bonds & Assessment Area One - 2020 Project

The District has authorized the construction and/or acquisition of its “**2020 Project**” as part of the CIP. The 2020 Project refers to the portion of the overall CIP that (a) is described in the Engineer’s Report and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 320 residential units, or 320 EAUs) in Assessment Area 1 (including but not limited to any master improvements) to absorb the full allocation of debt assessments necessary to secure the 2020 Bonds, where such assessments are based on the assessment levels set forth in the Assessment Report (defined below). On April 2, 2020, the District issued its \$6,735,000 Special Assessment Bonds, Series 2020 (“**2020 Bonds**”) to finance all or a portion of the 2020 Project. The 2020 Project is described in the Engineer’s Report. The Series 2020 Bonds are secured by a special assessment lien (“**Assessment Area 1 Assessments**,” together with the Master Assessments, the “**Assessments**”) levied and imposed as part of the Master Assessments and on certain benefitted lands within Assessment Area 1. The Assessments are further described in the *First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020 (together with the Master Assessment Report, the “**Assessment Report**”).

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled “non-ad valorem assessments,” which would then

be collected by the County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, phone (561)571-0010 ("**District Office**"). Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing *Disclosure of Public Finance (Assessment Area One – 2020 Project)* has been executed to be effective as of April 2, 2020.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: JAMES C. TOBERT

By: [Signature]
Name: James P. Harvey
Title: Chairperson

By: [Signature]
Name: BRYON T. COLAPRESTE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of MARCH, 2020, by James P. Harvey, as Chairperson of West Port Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: BRYON T. COLAPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

- EXHIBIT A: Legal Description of Boundaries of District
- EXHIBIT B: Legal Description of Assessment Area 1

EXHIBIT A

PARCEL 1:

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 10, 11, AND 14, TOWNSHIP 40 SOUTH, RANGE 21 EAST, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N00°29'34"W ALONG THE EAST SECTION LINE OF SAID SECTION 11 A DISTANCE OF 273.88 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 776 (EL JOBEAN ROAD); THENCE S89°10'05"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 408.28 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S89°10'05"W A DISTANCE OF 2471.54 FEET; THENCE N00°23'28"E A DISTANCE OF 722.47 FEET; THENCE N89°31'55"W A DISTANCE OF 1344.56 FEET; THENCE N00°03'10"W A DISTANCE OF 1388.83 FEET; THENCE N89°25'56"W A DISTANCE OF 1341.43 FEET; THENCE N89°51'49"W A DISTANCE OF 833.89 FEET; THENCE N28°21'55"E A DISTANCE OF 3827.13 FEET; THENCE S61°38'05"E A DISTANCE OF 425.01 FEET; THENCE N28°21'55"E A DISTANCE OF 617.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF FRANKLIN AVENUE (50 FOOT PUBLIC RIGHT OF WAY) AND TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE FOR A LENGTH OF 740.64 FEET, HAVING A RADIUS OF 3241.113 FEET (DELTA/CENTRAL ANGLE 13°05'34") (CHORD BEARING OF S82°39'25"E) (CHORD LENGTH OF 738.03 FEET) TO A POINT OF TANGENCY, THENCE S89°12'12"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1581.87 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF O'DONNELL BOULEVARD (70 FOOT PUBLIC RIGHT OF WAY); THENCE S00°20'31"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 894.20 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF MCADAM AVENUE (50 FOOT PUBLIC RIGHT OF WAY); THENCE N89°16'58"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1325.20 FEET; THENCE S00°20'37"E TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID MCADAM AVENUE A DISTANCE OF 49.99 FEET ALSO BEING THE NORTHWEST CORNER OF THE NORTH CHARLOTTE REGIONAL PARK; THENCE ALONG SAID NORTH CHARLOTTE REGIONAL PARK BOUNDARY THE NEXT SIX COURSES: 1) S00°20'37"E, 2743.15 FEET; 2) S89°26'25"E, 175.00 FEET; 3) N00°09'56"E, 24.73 FEET; 4) S89°27'08"E, 1185.09 FEET; 5) N00°20'51"W, 2275.62 FEET; 6) S89°27'00"E, 1285.98 FEET; THENCE S00°30'25"E LEAVING SAID BOUNDARY A DISTANCE OF 2002.10 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR A LENGTH OF 74.84 FEET, HAVING A RADIUS OF 400.00 FEET, (DELTA/CENTRAL ANGLE OF 10°43'12") (CHORD BEARING OF S04°51'11"W) (CHORD LENGTH OF 74.73 FEET) TO A POINT OF TANGENCY, THENCE S10°12'47"W A DISTANCE OF 775.34 FEET; THENCE S15°49'23"W A DISTANCE 650.60 FEET TO A POINT ON SAID RIGHT OF WAY LINE OF STATE ROAD 776 AND THE POINT OF BEGINNING.

EXHIBIT B

Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S 69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the **POINT OF BEGINNING**; thence N.68°48'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.84 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.60°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the **POINT OF BEGINNING**.

Containing 79.75 acres, more or less.

NOTES:

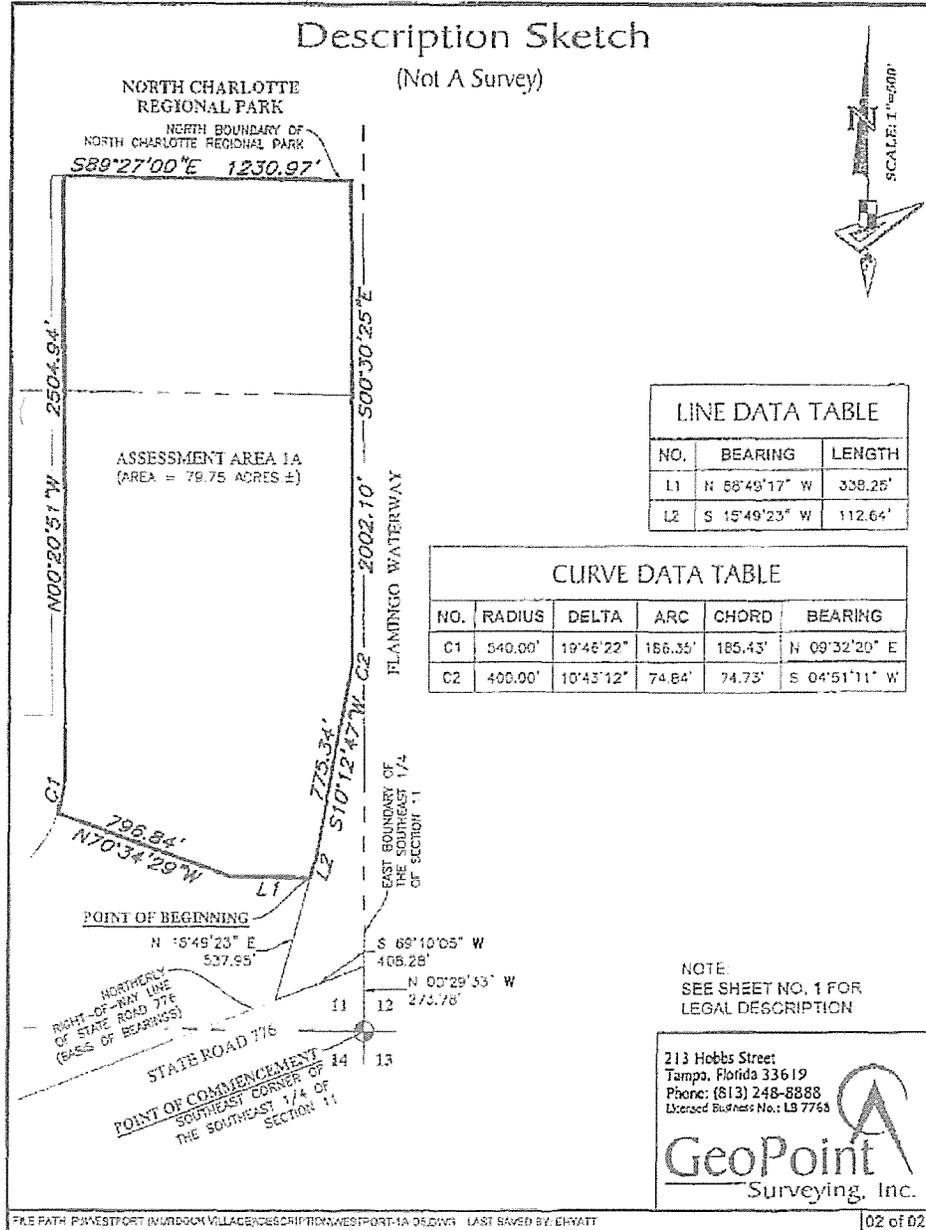
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19	CHECKED BY: DAW	
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/12/16	Revised Boundary	JCM	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 246-8888 Licensed Business No. 118 7765	
FILE PATH: F:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-DS.DWG			LAST SAVED BY: EHYATT
			01 of 02

Description Sketch

(Not A Survey)



Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 480.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 56°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.69°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

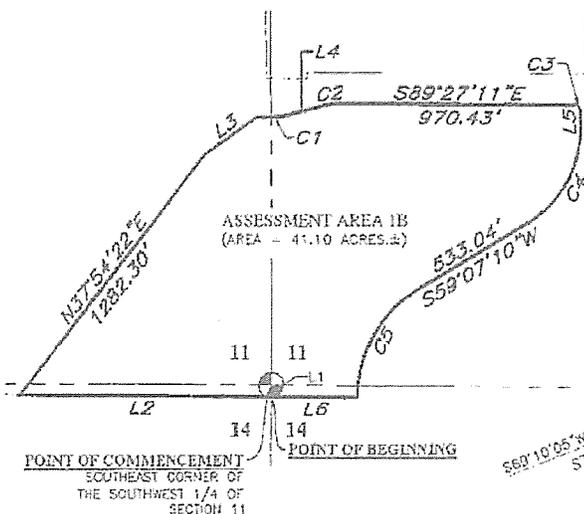
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	
DRAWN: JCM DATE: 10/30/19 CHECKED BY: DAW			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/13/19	revised description	EOD	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LS 7768	
FILE PATH: P:\WESTPORT (MURDOCK VLLA) \REV\DESCRIPTION\WESTPORT-1B-DS.DWG LAST SAVED BY: EHYATT			
			01 of 02

Description Sketch

(Not A Survey)



NO.	BEARING	LENGTH
L1	S 00°03'46" E	49.01'
L2	N 89°31'55" W	1075.72'
L3	N 54°15'14" E	277.04'
L4	N 75°28'27" E	115.58'
L5	S 00°20'51" E	75.94'
L6	N 89°31'55" W	368.60'

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 11

569°10'05" N
STATE ROAD 776
NORTHERLY RIGHT-OF-WAY LINE
OF STATE ROAD 776
(BASES OF BEARINGS)

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23"	149.80'	149.08'	N 85°13'38" E
C2	469.00'	15°04'22"	121.01'	120.66'	N 83°00'26" E
C3	25.00'	89°06'21"	38.88'	35.08'	S 44°54'01" E
C4	460.00'	58°28'01"	477.43'	456.29'	S 29°23'10" W
C5	540.00'	58°46'55"	584.01'	530.03'	S 29°43'45" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8868
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3D VIII

This instrument was prepared by:

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

**NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(ASSESSMENT AREA ONE – 2020 PROJECT)**

PLEASE TAKE NOTICE that the Board of Supervisors of the West Port Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2020-24, 2020-30, and 2020-35 (together, “**Assessment Resolutions**”). The Assessment Resolutions levy and impose non-ad valorem debt service special assessment liens (“**Assessments**”) on the property (“**Assessment Area**”) described in **Exhibit A**. The Assessments secures the District’s repayment of debt service on the District’s \$6,735,000 Special Assessment Bonds, Series 2020 (“**2020 Bonds**”). Such 2020 Bonds are intended to finance all or a portion of the District’s “**2020 Project.**” The 2020 Project refers to the portion of the overall Capital Improvement Plan that: (a) is described in the *Engineer’s Report*, dated October 30, 2019, as supplemented by the *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area One 2020 Project)*, dated February 6, 2020, as amended March 10, 2020 (together, “**Engineer’s Report**”), and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 320 residential units, or 320 EAU’s) in Assessment Area 1 (including but not limited to any master improvements) to absorb the full allocation of debt assessments necessary to secure the 2020 Bonds, where such assessments are based on the assessment levels set forth in the Assessment Report. The Assessments are further described in the *First Supplemental Special Assessment Methodology Report (Assessment Area One 2020 Project)*, dated March 10, 2020 (“**Assessment Report**”). A copy of the Engineer’s Report, Assessment Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, Phone: 561-571-0010.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed to be effective as of April 2, 2020, and recorded in the Public Records of Charlotte County, Florida.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: JARED LYBENT

By: [Signature]
Name: James P. Harvey
Title: Chairperson

By: [Signature]
Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of MARCH, 2020, by James P. Harvey, as Chairperson of West Port Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name: Bryon T LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Legal Description of Assessment Area 1

Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the POINT OF BEGINNING; thence N.68°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.00°32'20"E., 185.43 feet); thence N.02°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.68°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.64 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the POINT OF BEGINNING.

Containing 79.75 acres, more or less.

NOTES:

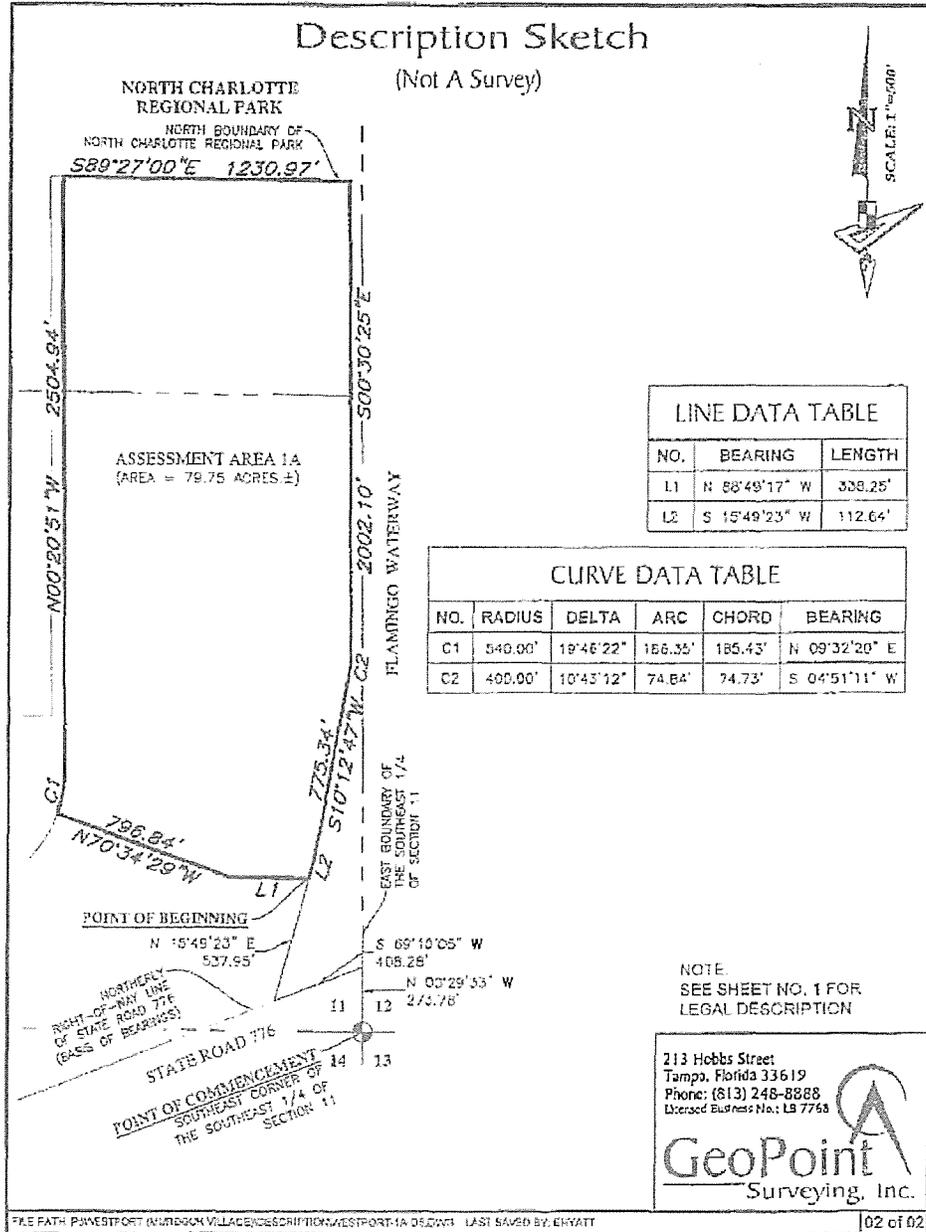
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES

PROJECT: West Port		Prepared For: Morris Engineering	
PHASE: Assessment Area 1A		(Not A Survey)	
DRAWN: JCM	DATE: 10/30/19		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
11/13/19	Revised Boundary	JCM	
David A. Williams			
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: F:\WESTPORT (HURDOCK VILLAGE)\DESCRIPTION\WESTPORT-1A-02.DWG LAST SAVED BY: EHYATT			

Description Sketch

(Not A Survey)



Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.81 feet to the **POINT OF BEGINNING**; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.66°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 69°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 56°48'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.69°31'55"W., a distance of 368.60 feet to the **POINT OF BEGINNING**.

Containing 41.10 acres, more or less.

NOTES:

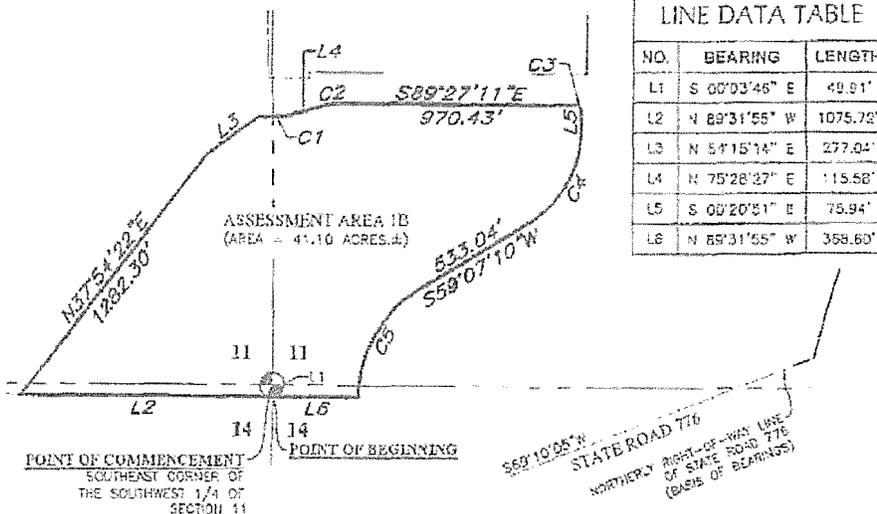
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 778, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1985 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

PROJECT: West Port		Prepared for: Morris Engineering	
PHASE: Assessment Area 1B		(Not A Survey)	
DRAWN: JCM DATE: 10/30/19 CHECKED BY: DAW			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
12/15/19	revise description	ECM	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LS 7765	
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-19-DS.DWG LAST SAVED BY: EHYATT			01 of 02

Description Sketch

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°03'46\" E	49.91'
L2	N 89°31'55\" W	1075.72'
L3	N 5°15'14\" E	277.04'
L4	N 75°28'27\" E	115.58'
L5	S 00°20'31\" E	75.94'
L6	N 85°31'55\" W	358.60'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	440.00'	19°30'23\"	149.80'	149.08'	N 85°13'35\" E
C2	460.00'	15°04'22\"	121.01'	120.66'	N 83°00'35\" E
C3	25.00'	89°08'21\"	38.98'	35.08'	S 44°54'01\" E
C4	450.00'	59°28'01\"	477.43'	458.28'	S 28°23'10\" W
C5	540.00'	58°45'55\"	564.01'	530.03'	S 25°43'43\" W

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8668
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4A

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4B

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2020-32

A RESOLUTION OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in Charlotte County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity ("**DEO**"), a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. **FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file this Resolution with DEO.
3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2020.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

WEST PORT COMMUNITY DEVELOPMENT DISTRICT NOTICE OF FISCAL YEAR 2020 MEETINGS

The Board of Supervisors (“Board”) of the West Port Community Development District (“District”) will hold meetings for Fiscal Year 2020 at __:__ a.m./p.m., at the Centennial Park Recreation Center, 1120 O'Donnell Boulevard, Port Charlotte, Florida 33953, as follows:

February __, 2020

March __, 2020

April __, 2020

May __, 2020

June __, 2020

July __, 2020

August __, 2020

September __, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least forty-eight (48) hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that person will need a record of 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 such appeal is to be based.

District Manager
West Port CDD

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2020-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Charlotte County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Records Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at the offices of _____, _____, Florida _____.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, _____, Florida _____, within Charlotte County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this __ day of _____, 20__.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29,2020**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2020**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 35,905	\$ -	\$ 35,905
Due from Developer	6,238	3,123	9,361
Due from general fund	-	1,506	1,506
Total assets	<u>\$ 42,143</u>	<u>\$ 4,629</u>	<u>\$ 46,772</u>
LIABILITIES			
Liabilities:			
Accounts payable	\$ 35,637	\$ 4,629	\$ 40,266
Due to Developer	-	4,629	4,629
Due to debt service fund	1,506	-	1,506
Developer advance	5,000	-	5,000
Total liabilities	<u>42,143</u>	<u>9,258</u>	<u>51,401</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	6,238	-	6,238
Total deferred inflows of resources	<u>6,238</u>	<u>-</u>	<u>6,238</u>
FUND BALANCES			
Unassigned	(6,238)	-	(6,238)
Total fund balances	<u>(6,238)</u>	<u>(4,629)</u>	<u>(10,867)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 42,143</u>	<u>\$ 4,629</u>	<u>\$ 46,772</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ 29,399	\$ 92,255	32%
Total revenues	<u>-</u>	<u>29,399</u>	<u>92,255</u>	32%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	18,000	48,000	38%
Legal	396	9,310	25,000	37%
Engineering	-	-	3,500	0%
Telephone	17	75	200	38%
Postage	21	21	500	4%
Printing & binding	42	188	500	38%
Legal advertising	1,762	6,113	6,500	94%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	51	500	10%
Website				
Hosting & maintenance	-	1,680	1,680	100%
ADA compliance	-	199	200	100%
Total professional & administrative	<u>6,238</u>	<u>35,637</u>	<u>92,255</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(6,238)	(6,238)	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	<u>\$ (6,238)</u>	<u>\$ (6,238)</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service		
Cost of issuance	3,123	4,629
Total debt service	3,123	4,629
Excess/(deficiency) of revenues over/(under) expenditures	(3,123)	(4,629)
Fund balances - beginning	(1,506)	-
Fund balances - ending	\$ (4,629)	\$ (4,629)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

MINUTES OF MEETING
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the West Port Community Development District held a Public Hearing and Regular Meeting on February 19, 2020 at 1:00 p.m., at the North Charlotte Regional Park Recreation Center, 1120 O'Donnell Boulevard, Port Charlotte, Florida 33953.

Present at the meeting were:

Dave Truxton	Vice Chair
Paul Martin	Assistant Secretary
Donald Schrotenboer	Assistant Secretary
Mary E. Moulton	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Jere Earlywine	General Counsel
Tim Martin	Kolter Group

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:02 p.m. Supervisors Truxton, Martin, Schrotenboer and Moulton, were present, in person. Supervisor Harvey was not present.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor, James Harvey (*the following will be provided in a separate package*)

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Chapter 190, Florida Statutes**
- D. Financial Disclosure Forms**
 - I. Form 1: Statement of Financial Interests**

38 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

39 III. Form 1F: Final Statement of Financial Interests

40 E. Form 8B: Memorandum of Voting Conflict

41 This item was deferred to the next meeting.

42

43 **FOURTH ORDER OF BUSINESS**

Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments Relating to the Financing and Securing of Certain Public Improvements, Adoption of an Assessment Roll, and to Provide for the Levy, Collection, and Enforcement of Assessments

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51 • *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property*

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54 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right*

55
56 **A. Affidavit/Proof of Publication**

57 **B. Mailed Notice to Property Owner(s)**

58 The affidavit of publication, affidavit of mailing, copies of the Mailed Notices and
59 summary of the proposed debt assessments were included for informational purposes.

60 **C. Consideration of Resolution 2020-33, Making a Determination of Benefit and Imposing
61 Special Assessments for Fiscal Year Ending September 30, 2020; Providing for the
62 Collection and Enforcement of Special Assessments, Including But Not Limited to
63 Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for
64 Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an
65 Effective Date**

66

67 **On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the
68 Public Hearing was opened.**

69

70

71 No members of the public spoke.

72 Mr. Earlywine stated that this Resolution would levy and impose a special assessment
73 on the property, which can be passed on to builders and other landowners. He presented
74 options as to whether to levy the full or a lesser amount and discussed the collection method.
75 The consensus was to levy the full amount and give Management authorization to trim the
76 quarterly billing figure, based on an appropriate pro-ration, with collection on April 1 and July 1,
77 2020. Section 3.A., of Resolution 2020-33, would be revised accordingly.

78

On MOTION by Mr. Schrotenboer and seconded by Mr. Truxton with all in favor, the Public Hearing was closed.

79

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83 The CDD Board Members sat as the Equalizing Board to hear and consider adjustments
84 to the assessments. No changes were made.

85 Mr. Wrathell presented Resolution 2020-33 and read the title.

86

On MOTION by Mr. Truxton and seconded by Mr. Schrotenboer, with all in favor, Resolution 2020-33, as amended, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year Ending September 30, 2020; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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96 **FIFTH ORDER OF BUSINESS**

97 **Consideration of Resolution 2020-34,**
98 **Authorizing the Issuance of Not Exceeding**
99 **\$7,500,000 West Port Community**
100 **Development District, Special Assessment**
101 **Bonds, Series 2020A-1 (Assessment Area**
102 **One – 2020 Project) (the “A-1 Bonds”) and**
103 **the Issuance of Not Exceeding \$3,500,000**
104 **West Port Community Development**
105 **District Special Assessment Bonds, Series**
106 **2020A-2 (Assessment Area One – 2020**
107 **Project) (the “A-2 Bonds” and, Together**
With the A-1 Bonds, the “Bonds”) to

108 Finance Certain Public Infrastructure
109 Within a Designated Assessment Area
110 Within the District; Determining the Need
111 for a Negotiated Limited Offering of the
112 Bonds and Providing for a Delegated
113 Award of Such Bonds; Approving the
114 Underwriter for the Limited Offering of the
115 Bonds; Approving the Form of and
116 Authorizing the Execution and Delivery of a
117 Bond Purchase Contract With Respect to
118 the Bonds; Authorizing the Execution and
119 Delivery of a Master Trust Indenture With
120 Respect to the Bonds, and Approving the
121 Forms of and Authorizing the Execution
122 and Delivery of a First Supplemental Trust
123 Indenture Governing the A-1 Bonds, and a
124 Second Supplemental Trust Indenture
125 Governing the A-2 Bonds; Approving the
126 Form of and Authorizing the Distribution of
127 a Preliminary Limited Offering
128 Memorandum; Approving the Execution
129 and Delivery of a Final Limited Offering
130 Memorandum; Approving the Form of and
131 Authorizing the Execution of a Continuing
132 Disclosure Agreement, and Appointing a
133 Dissemination Agent; Approving the
134 Application of Bond Proceeds; Authorizing
135 Certain Modifications to the Assessment
136 Methodology Report and Engineer's
137 Report; Making Certain Declarations;
138 Providing For the Registration of the Bonds
139 Pursuant to the DTC Book-Entry Only
140 System; Authorizing the Proper Officials to
141 Do All Things Deemed Necessary in
142 Connection With the Issuance, Sale and
143 Delivery of the Bonds; and Providing for
144 Severability, Conflicts and an Effective
145 Date

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147 Mr. Earlywine presented Resolution 2020-34.

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On MOTION by Mr. Truxton and seconded by Mr. Martin, with all in favor, Resolution 2020-34, Authorizing the Issuance of Not Exceeding \$7,500,000 West Port Community Development District, Special Assessment Bonds, Series 2020A-1 (Assessment Area One – 2020 Project) (the “A-1 Bonds”) and the Issuance of Not Exceeding \$3,500,000 West Port Community Development District Special Assessment Bonds, Series 2020A-2 (Assessment Area One – 2020 Project) (the “A-2 Bonds” and, Together With the A-1 Bonds, the “Bonds”) to Finance Certain Public Infrastructure Within a Designated Assessment Area Within the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Approving the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Authorizing the Execution and Delivery of a Master Trust Indenture With Respect to the Bonds, and Approving the Forms of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Governing the A-1 Bonds, and a Second Supplemental Trust Indenture Governing the A-2 Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer’s Report; Making Certain Declarations; Providing For the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date, was adopted.

A Board Member asked if certain documents related to Resolution 2020-34 were finalized. It was understood that those documents were in substantial form, not in final form.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-32, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District and Providing for an Effective Date

This item was deferred to the next meeting.

189 SEVENTH ORDER OF BUSINESS Acceptance of Unaudited Financial
190 Statements as of December 31, 2019

191
192 Mr. Wrathell presented the Unaudited Financial Statements as of December 31, 2019.
193 Landowner contributions would continue until the end of March; afterwards, un-budgeted
194 revenues related to off-roll assessments would be billed.

195
196 **On MOTION by Mr. Truxton and seconded by Mr. Martin, with all in favor, the**
197 **Unaudited Financial Statements as of December 31, 2019, were accepted.**

198
199
200 EIGHTH ORDER OF BUSINESS Consideration of Minutes

- 201
202 A. January 15, 2020 Landowners’ Meeting
203 B. January 15, 2020 Public Hearings and Regular Meeting

204 Mr. Wrathell presented the meeting minutes listed above.

205
206 **On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the**
207 **January 15, 2020 Landowners’ Meeting and January 15, 2020 Public Hearings**
208 **and Regular Meeting Minutes, as presented, were approved.**

209
210
211 NINTH ORDER OF BUSINESS Staff Reports

- 212
213 A. District Counsel: *Hopping, Green & Sams, P.A.*
214 There being no report, the next item followed.
215 B. District Engineer: *Morris Engineering and Consulting, LLC*
216 There being no report, the next item followed.
217 C. District Manager: *Wrathell, Hunt and Associates, LLC*
218 There being no report, the next item followed.

219
220 TENTH ORDER OF BUSINESS Board Members’ Comments/Requests
221

222 A Board Member asked when the next meeting would be held and if the bond closing
223 would be held that day. Mr. Wrathell stated that the next meeting and bond closing would be
224 scheduled for March 31, 2020 at 1:00 p.m.

225

226 **On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor,**
227 **scheduling a Special Meeting for March 31, 2020 at 1:00 p.m., at the North**
228 **Charlotte Regional Park Recreation Center, 1120 O'Donnell Boulevard, Port**
229 **Charlotte, Florida 33953, was approved.**

230

231

232 **ELEVENTH ORDER OF BUSINESS**

Public Comments

233

234 There being no public comments, the next item followed.

235

236 **TWELFTH ORDER OF BUSINESS**

Adjournment

237

238 There being nothing further to discuss, the meeting adjourned.

239

240 **On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the**
241 **meeting adjourned at 1:30 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair