

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

January 11, 2021

BOARD OF SUPERVISORS SPECIAL 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

January 4, 2021

Board of Supervisors
West Port Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold a Special Meeting on January 11, 2021 at 11:00 a.m., the Centennial Park Recreation Center, 1120 O'Donnell Boulevard, Port Charlotte, Florida 33953. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Mary Moulton, Seat 5, Term Expires November 2022
 - Consider Appointment of Christian Cotter to Fill Unexpired Term of Seat 5
4. Administration of Oath of Office to Newly Appointed Supervisor, Christian Cotter (*the following to 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. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Acceptance of Resignation of Supervisor Don Schrottenboer Seat 4, Term Expires November 2022
 - Consider Appointment to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office to Newly Appointed Supervisor

6. Consideration of Resolution 2021-01, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the West Port Community Development District, and Providing for an Effective Date
7. Consideration of Matters Regarding Assessment Area Two Bonds, Assessments & Project
 - A. Presentation of Final Pricing Figures for Bond Issue
 - B. Presentation of Supplemental Engineer's Report, dated _____ (Assessment Area Two Project) *for informational purposes*
 - C. Presentation of Final Second Supplemental Special Assessment Methodology Report, dated _____ (Assessment Area Two) *for informational purposes*
 - D. Resolution 2021-02, (Supplemental Assessment Resolution) Setting Forth the Specific Terms of the District's \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two); 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
8. Consideration of Issuer's Counsel Documents For Assessment Area Two Bonds
 - A. Acquisition Agreement
 - B. Completion Agreement
 - C. Collateral Assignment Agreement
 - D. True-Up Agreement
 - E. Notice of Special Assessments / Governmental Lien of Record
 - F. Supplemental Disclosure of Public Finance
 - G. Declaration(s) of Consent
9. Consideration of Construction Related Matters for Assessment Area Two
 - A. Approval of Proposal for Appraisal
 - B. Temporary Construction Easement
 - C. Partial Assignment of Site Work Contract

- D. Partial Assignment of Engineering Agreement
 - E. Acquisition of Existing Site Work and Work Product
10. Consideration of Matters Regarding Master Assessments
- A. Revised Master Engineer's Report, dated _____ *for informational purposes*
 - B. Revised Master Special Assessment Methodology Report, dated _____ *for informational purposes*
 - C. Resolution 2021-03, Re-Declaring Master Special Assessments and Setting a Hearing Thereon Re-Declaring Master Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to Be Paid By Assessments, and the Manner and Timing In Which the Assessments Are To Be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of This Resolution; and Addressing Conflicts, Severability and an Effective Date
11. Consideration of Matters Regarding Assessment Area Three Bonds, Assessments & Project
- A. Engineer's Report, dated _____ *for informational purposes*
 - B. Supplemental Special Assessment Methodology Report, dated _____ *for informational purposes*
 - C. Resolution 2021-04, Authorizing the Issuance of Not Exceeding \$_____ West Port Community Development District, Special Assessment Bonds, Series 2020 (Assessment Area Three) (the "Bonds") [TO BE CONTINUED]
12. Consideration of Other Business
13. Ratification of Forterra Pipe & Precast Purchase Requisition Request Forms
- A. West Port Tract B
 - B. West Port Tract H
14. Ratification of Stark Sullen Grading, Inc., Change Order No. 7 [West Port Pods B & H]

- 15. Consideration of Resolution 2021-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Remainder of Fiscal Year 2020/2021 and Providing for an Effective Date
- 16. Acceptance of Unaudited Financial Statements as of November 30, 2020
- 17. Consideration of September 21, 2020 Special Public Meeting Minutes
- 18. 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*

- NEXT MEETING DATE: _____, 2021 at _____

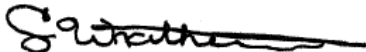
- QUORUM CHECK

Jim Harvey	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Dave Truxton	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Paul Martin	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Christian Cotter	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No

- 19. Board Members' Comments/Requests
- 20. Public Comments
- 21. Adjournment

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

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
West Port Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Mary Moulton
Printed Name

Date: 1/11/2021
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *West Port Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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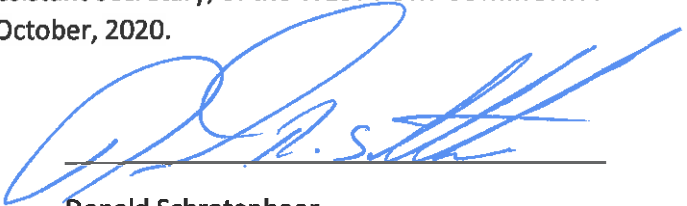
WEST PORT

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RESIGNATION

I, Donald Schrotenboer, hereby resign as Assistant Secretary, of the WEST PORT COMMUNITY DEVELOPMENT DISTRICT, effective the 29th day of October, 2020.



Donald Schrotenboer

ACCEPTANCE OF RESIGNATION

WEST PORT COMMUNITY DEVELOPMENT DISTRICT hereby accepts the resignation of Donald Schrotenboer as Assistant Secretary of WEST PORT COMMUNITY DEVELOPMENT DISTRICT and hereby directs the Secretary of WEST PORT COMMUNITY DEVELOPMENT DISTRICT to place this Resignation and Acceptance of Resignation in the permanent books and records of the District.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____

_____, as _____

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-02

[SUPPLEMENTAL ASSESSMENT RESOLUTION, 2020 PROJECT]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S \$6,900,000 SPECIAL ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA TWO); 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 December 18, 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 \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) (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 Two Project)*, dated December 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 351 residential units, or 351 EAUs) in Assessment Area Two (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. *Final Second Supplemental Special Assessment Methodology Report (Assessment Area Two)*, dated December 18, 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 Two, which is further described in **Exhibit C** attached hereto ("**Assessment Area Two**"). 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 Special Assessments**"), as described in **Exhibit B**, and such 2020 Special Assessments are fairly and reasonably allocated across Assessment Area Two.
- 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 Assessment Area Two 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 Special 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 Special 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 SPECIAL ASSESSMENTS.**

- a. The 2020 Special 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 Special Assessments. The District hereby certifies the 2020 Special 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 Special 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 351 planned residential units in Assessment Area Two. The payment of the Utility Connection Fees, and handling of any resulting credits, shall be governed by the *Acquisition Agreement (Assessment Area Two / 2020 Project)*, dated January 14, 2021.

7. **PREPAYMENT OF 2020 SPECIAL ASSESSMENTS.** Any owner of property subject to the 2020 Special Assessments may, at its option, pre-pay the entire amount of the 2020 Special Assessments any time, or a portion of the amount of the 2020 Special 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 Special Assessments owned by such owner. Except as otherwise set forth herein, Section 8 of Resolution 2020-30 addresses prepayments for the 2020 Special 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 Special Assessments and 2020 Bonds.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the 2020 Special Assessments as reflected herein shall be recorded by the Secretary of the Board in the District’s Improvement Lien Book. The 2020 Special 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 14th day of January, 2021.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairperson

Exhibit A: *Supplemental Engineer's Report for the West Port Community Development District (2020 Project), dated December 2020*

Exhibit B: *Final Second Supplemental Special Assessment Methodology Report (2020 Project), dated December 18, 2020*

Exhibit C: Legal Description of the Assessment Area Two

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

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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Hopping Green & Sams

Attorneys and Counselors

January 14, 2021

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: \$6,900,000 West Port Community Development District (Charlotte County, Florida)
Special Assessment Bonds, Series 2020 (Assessment Area Two)

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 \$6,900,000 West Port Community Development District (Charlotte County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area Two) ("**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 *Second Supplemental Trust Indenture*, dated as of December 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 2020-39 adopted by the District on October 30, 2019 and September 21, 2020, respectively (collectively, "**Bond Resolution**");

4. the *Engineer's Report*, dated October 30, 2019, and the *Supplemental Engineer's Report for the West Port Community Development District (Assessment Area Two Project)*, dated December 2020 ("**Engineer's Report**"), which describes among other things, the "**2020 Project**;"
5. *Master Special Assessment Methodology Report*, dated October 30, 2019, and the *Final Second Supplemental Special Assessment Methodology Report (Assessment Area Two Project)*, dated December 18, 2020 (collectively, "**Assessment Methodology**");
6. Resolution Nos. 2020-24, 2020-30 and 2021-02 (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 December 11, 2020 ("**PLOM**") and Limited Offering Memorandum dated December 18, 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 Gray Robinson, P.A. ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. an opinion of J. Wayne Crosby, 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 January 14, 2021, by and among the District, Forestar (USA) Real Estate Group, Inc. ("**Developer**") and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated December 18, 2020 ("**BPA**");
 - (c) the Acquisition Agreement (Assessment Area Two / 2020 Project) between the District and the Developer and dated January 14, 2021;
 - (d) the Completion Agreement (Assessment Area Two / 2020 Project) between the District and the Developer and dated January 14, 2021;
 - (e) the True-Up Agreement (Assessment Area Two / 2020 Project) between the District and the Developer and dated January 14, 2021; and
 - (f) the Collateral Assignment Agreement (Assessment Area Two / 2020 Project) between the District and the Developer and dated January 14, 2021;
17. a Declaration of Consent (Assessment Area Two / 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, provided however that 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 or Developer 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 authorize 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 PLOM, 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 subcaptions “District Manager and Other Consultants” and “Outstanding Indebtedness”), “ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS” (excluding the final paragraph of that section), “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 2020 Project** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the 2020 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 2020 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,

HOPPING GREEN & SAMS, P.A.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8A

**ACQUISITION AGREEMENT
(ASSESSMENT AREA TWO / 2020 PROJECT)**

THIS ACQUISITION AGREEMENT (ASSESSMENT AREA TWO / 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

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner developer of lands within the boundary of the District, whose mailing address is 12620 Telecom Drive, 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 Two (as referenced in the 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” and known as the “**2020 Project**,” and

WHEREAS, the 2020 Project 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 Two Project)*, dated December 2020 (together, “**Engineer’s Report**”), which are attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the 2020 Project through the use of proceeds from the anticipated sale of its \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) (“**2020 Bonds**”); and

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 2020 Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the 2020 Project (“**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. [RESERVED.]

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 2020 Project.

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 required 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 2020 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 2020 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 Developer shall make reasonable efforts to transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a retransfer to the third party governmental entity.

- 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 2020 Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating 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 applicable 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 2020 Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of (x) the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or (y) the Developer's cost basis in the Real Property.
- 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. As noted, the District has issued the 2020 Bonds for the purpose of financing portions of work acquired hereunder. In the event that the District has bond proceeds available to pay for any portion of the 2020 Project acquired by the District, and subject to the terms of the applicable documents relating to the 2020 Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, 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 Two, 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 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. Interest shall not accrue on any amounts owed for any prior acquisitions. 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, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. 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. Nothing in this Agreement shall be construed to require the District to issue bonds or other debt instruments, or to otherwise fund the 2020 Project, above and beyond what monies are available to the District from the 2020 Bonds.

7. CONTRIBUTION OF INFRASTRUCTURE. In connection with the issuance of the 2020 Bonds, the District has levied debt service special assessments to secure the repayment of 2020 Bonds. As described in more detail in that *Final Second Supplemental Assessment Methodology Report (Assessment Area Two)*, dated December 18, 2020 ("**Assessment Report**"), the Developer has requested that such debt service special assessments be reduced for certain product types, and in the amounts set forth in the Assessment Report, specifically \$1,701,181.64. 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 2020 Project and in the amount of \$1,701,181.64. 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.

8. IMPACT FEE CREDITS. As part of the 2020 Project, the District intends to fund certain "**Utility Connection Fees**" for the first 351 residential units in the approximately 117.15 acre, "**Assessment Area Two.**" The District will pay such Utility Connection Fees directly to Charlotte County as part of the Assessment Area Two 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 351 planned residential units in the Assessment Area Two, in exchange for providing to such builders a corresponding amount of Utility Connection Fee Credits; and (iii) may retain all Builder Credit Payments, provided however that the Developer provides a contribution of Work Product, Improvements and/or Real Property in the amount of the Builder Credit Payments. 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.

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 2020 Project 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.

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.

WHEREFORE, the parties below execute the *Acquisition Agreement (Assessment Area Two / 2020 Project)* to be effective as of January 14, 2021.

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

By: James P. Harvey
Its: Chairperson

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Its: _____

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 Two Project)*, dated December 2020

EXHIBIT A

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8B

**COMPLETION AGREEMENT
(ASSESSMENT AREA TWO / 2020 PROJECT)**

THIS COMPLETION AGREEMENT (ASSESSMENT AREA TWO / 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

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and primary developer of certain lands within the boundary of the District, whose mailing address is 12620 Telecom Drive, Tampa, Florida 33637 (“**Area Two 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 Two Developer is the primary developer of the undeveloped lands in what is Assessment Area Two (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 \$9,307,100 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 Two Project)*, dated December 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 351 residential units, or 351 EAUs) in the Assessment Area Two Assessment Area (including but not limited to any master improvements) to absorb the full allocation of debt assessments necessary to secure the Assessment Area Two 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 \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) (“**2020 Bonds**”); and

WHEREAS, in order to ensure that the 2020 Project is completed, the Area Two Developer and the District hereby agree that the District will be obligated to issue no more than \$6,900,000 in 2020 Bonds to fund the 2020 Project and, subject to the terms and conditions of this Agreement, the Area Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two 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.

3. **OTHER CONDITIONS AND ACKNOWLEDGMENTS**

- a. ***Material Changes to 2020 Project*** – The District and the Area Two 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 Two Developer and the District, which consent shall not be unreasonably withheld. Such consent is not necessary and the Area Two 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 Two Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Area Two 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 Two 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 Two 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 Two Developer; both the District and the Area Two Developer have complied with all the requirements of law; and both the District and the Area Two 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 Two Developer may deliver Notice on behalf of the District and the Area Two 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 Two 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 Two Developer.

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Area Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two / 2020 Project)* to be effective as of January 14, 2021.

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Its: _____

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 Two Project)*, dated December 2020

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8C

This instrument was prepared by:

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

**COLLATERAL ASSIGNMENT AGREEMENT
(ASSESSMENT AREA TWO / 2020 PROJECT)**

THIS COLLATERAL ASSIGNMENT AGREEMENT (ASSESSMENT AREA TWO / 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

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and primary developer of lands within the boundary of the District, whose mailing address is 12620 Telecom Drive, 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 \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) (“**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 Two Project)*, dated December 2020 (together, “**Engineer’s Report**”); and

WHEREAS, the security for the repayment of the 2020 Bonds are the special assessments (“**2020 Special Assessments**”) levied against benefitted lands within what is known as “**Assessment Area Two**” (herein a/k/a “**Property**”), the legal description of which is attached hereto as **Exhibit A**; and

WHEREAS, after platting is completed, the 2020 Special Assessments will be secured by the first 351 residential units¹ (as used herein with respect to the planned units and/or the undeveloped lands within 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 Special Assessments securing the 2020 Bonds; and

WHEREAS, in the Event of Default (herein defined) in the payment of the 2020 Special Assessments, the District has certain remedies – namely, if the 2020 Special Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the 2020 Special Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the 2020 Special 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 (collectively, “**Development Rights**”) as security for the Developer’s payment and performance and discharge of its obligation to pay the 2020 Special Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed below as they pertain to development of the Property:

- (a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

¹The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient residential units (i.e., presently planned for 351 residential units, or 351 EAUs) that would absorb the full allocation of 2020 Special Assessments securing the 2020 Bonds, where such 2020 Special Assessments are based on the assessment levels for each residential product type established in the District’s applicable assessment methodology reports.

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

(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) The Developer's rights as declarant under any homeowner's association or other similar governing entity with respect to the Property.

(i) 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 is 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 Special 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 Special 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 Two / 2020 Project)*, to be effective as of January 14, 2021.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: James P. Harvey
Title: Chairperson

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the part(ies) below execute the *Collateral Assignment Agreement (Assessment Area Two 2020 Project)*.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Assessment Area Two

EXHIBIT A

[LEGAL DESCRIPTION PENDING WITH ENGINEER – REF 12/30 EM]

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8D

This instrument was prepared by:

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

**TRUE-UP AGREEMENT
(ASSESSMENT AREA TWO / 2020 PROJECT)**

THIS TRUE-UP AGREEMENT (ASSESSMENT AREA TWO / 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

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and primary developer of lands within the boundary of the District, whose mailing address is 12620 Telecom Drive, 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 Two**,” 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 Two Project)*, dated December 2020 (together, “**Engineer’s Report**”), and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 351 residential units, or 351 EAU) in Assessment Area Two (including but not limited to any master improvements) to absorb the full

allocation of 2020 Special Assessments (defined herein) necessary to secure the 2020 Bonds, where such 2020 Special 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 \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) (together, “**2020 Bonds**”); and

WHEREAS, pursuant to Resolution Nos. 2020-24, 2020-30 and 2021-02 (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt service special assessment lien(s) (“**2020 Special 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 *Final Second Supplemental Special Assessment Methodology Report (Assessment Area Two)*, dated December 18, 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 2020 Special 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 2020 Special 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 state liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the 2020 Special 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 2020 Special Assessments. Developer further agrees that to the extent Developer fails to timely pay all 2020 Special Assessments collected by mailed notice of the District, said unpaid 2020 Special Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the 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 2020 Special 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 2020 Special Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the 2020 Special 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 2020 Special Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of 2020 Special 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 2020 Special 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 2020 Special 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 Two, 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 deferred 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 2020 Special 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 2020 Special 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 Two, any unallocated 2020 Special Assessments shall become due and payable and must be paid prior to the District's release of lien. 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 2020 Special Assessments and to abide by the requirements of the reallocation of 2020 Special 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 section 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 Two / 2020 Project)* to be effective as of January 14, 2021.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

By: _____

Name: James P. Harvey

Title: Chairperson

By: _____

Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WHEREFORE, the part(ies) below execute the *True-Up Agreement (Assessment Area Two / 2020 Project)*.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Assessment Area Two

EXHIBIT A

[PENDING WITH ENGINEER – REF 12/30 EM]

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8E

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 TWO / 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 2021-02 (together, “**Assessment Resolutions**”). The Assessment Resolutions levy and impose non-ad valorem debt service special assessment liens (“**Series 2020 Special Assessments**”) on the property (“**Assessment Area Two**”) described in **Exhibit A**. The Series 2020 Special Assessments secures the District’s repayment of debt service on the District’s \$6,900,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) (“**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 Two Project)*, dated December 2020 (together, “**Engineer’s Report**”), and (b) is necessary for the development of sufficient residential units (i.e., presently planned for the first 351 residential units, or 351 EAU) in Assessment Area Two (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 Series 2020 Special Assessments are further described in the *Final Second Supplemental Special Assessment Methodology Report (Assessment Area Two)*, dated December 18, 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 Series 2020 Special 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 Series 2020 Special 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 ASSESSMENT AREA TWO. 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 January 14, 2021, and recorded in the Public Records of Charlotte County, Florida.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: James P. Harvey
Title: Chairperson

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Legal Description of Assessment Area Two

[PENDING WITH ENGINEER – REF 12/30 EM]

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8F

This instrument was prepared by:

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

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE
(ASSESSMENT AREA TWO / 2020 PROJECT)**

This *Supplemental Disclosure of Public Finance (Assessment Area Two / 2020 Project)* supplements the prior *Disclosure of Public Finance (Assessment Area One – 2020 Project)* (“**Prior Disclosure**”) recorded in the Official Records of Charlotte County, Florida at Book 4560, Page 888, which remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Disclosure.

On January 14, 2021, the District issued its Special Assessment Bonds, Series 2020 (Assessment Area Two) (“**2020 Bonds**”) in order to fund the next portion of the Master Project, known as the “**2020 Project**,” which generally relates to the next phase of development known as the “**Assessment Area Two**.” The 2020 Project is described in that certain *Supplemental Engineer’s Report for the West Port Community Development District (Assessment Area Two Project)*, dated December 2020 (“**Engineer’s Report**”).

Pursuant to Resolution Nos. 2020-24, 2020-30 and 2021-02, the District levied and imposed special assessments (“**2020 Special Assessments**”) as part of the Master Assessments to secure the repayment of the 2020 Bonds, as set forth in the *Final Second Supplemental Special Assessment Methodology Report (Assessment Area Two)*, dated December 18, 2020 (“**Assessment Report**”). Such 2020 Special Assessments are levied on the lands anticipated to be platted as Assessment Area Two, which lands are described in the Engineer’s Report, Assessment Report, and **Exhibit A** attached hereto.

Please note that the District’s capital improvement plans and future financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice. For more information about the District, or copies of any of the documents listed herein, please visit: <https://westportcdd.net/>, or contact the District Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, phone (561)571-0010 (“**District Office**”).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing *Supplemental Disclosure of Public Finance (Assessment Area Two / 2020 Project)* has been executed to be effective as of January 14, 2021.

WITNESS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: James P. Harvey
Title: Chairperson

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of Assessment Area Two

EXHIBIT A

[PENDING WITH ENGINEER – REF 12/30 EM]

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8G

This instrument was prepared by:

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

**DECLARATION OF CONSENT
(ASSESSMENT AREA TWO / 2020 PROJECT AREA)**

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, 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, 2020-30 and 2021-02 (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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of January 14, 2021.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Property

EXHIBIT A

Legal Description of Assessment Area Two

[PENDING WITH ENGINEER – REF 12/30 EM]

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9A

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9B

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9C

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9D

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9E

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

10A

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

10B

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

10C

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11A

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11B

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11C

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

13A

PURCHASE REQUISITION REQUEST FORM
[WEST PORT TRACT B]

1. Contact Person for the material supplier.

NAME: Forterra Pipe & Precast

ADDRESS: 1285 Lucerne Loop Road NE, Winter Haven, Florida 33881

TELEPHONE NUMBER: (863) 401-6807

2. Manufacturer or brand, model or specification number of the item.

SEE ATTACHED.

3. Quantity needed as estimated by CONTRACTOR. SEE ATTACHED.

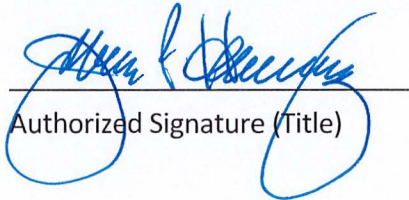
4. The price quoted by the supplier for the construction materials identified above.
\$ 54,820.80

5. The sales tax associated with the price quote. \$ N/A

6. Shipping and handling insurance cost. \$ SEE ATTACHED

7. Delivery dates as established by CONTRACTOR. SEE ATTACHED

OWNER: WEST PORT COMMUNITY DEVELOPMENT DISTRICT



Authorized Signature (Title)

11-24-2020

Date

CONTRACTOR: STARK SULLEN GRADING, INC.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature (Title)

Date

PURCHASE REQUISITION REQUEST FORM
[WEST PORT TRACT B]

1. Contact Person for the material supplier.

NAME: Forterra Pipe & Precast

ADDRESS: 1285 Lucerne Loop Road NE, Winter Haven, Florida 33881

TELEPHONE NUMBER: (863) 401-6807

2. Manufacturer or brand, model or specification number of the item.

SEE ATTACHED.

3. Quantity needed as estimated by CONTRACTOR. SEE ATTACHED.

4. The price quoted by the supplier for the construction materials identified above.

\$ 54,820.80

5. The sales tax associated with the price quote. \$ N/A

6. Shipping and handling insurance cost. \$ SEE ATTACHED

7. Delivery dates as established by CONTRACTOR. SEE ATTACHED

OWNER: WEST PORT COMMUNITY DEVELOPMENT DISTRICT

[SIGNATURE ON PRIOR PAGE]

Authorized Signature (Title)

_____ Date

CONTRACTOR: STARK SULLEN GRADING, INC.

Robert D Meadows

Director of Underground Utilities

_____ Authorized Signature (Title)

11-25-2020

_____ Date

PURCHASE ORDER
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
[WEST PORT TRACT B]
#WP-FOR-B-001

"Owner"		"Seller"	
Owner:	West Port Community Development District	Seller:	Forterra Pipe & Precast
Address:	Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	1285 Lucerne Loop Road NE Winter Haven, Florida 33881
Phone:		Phone:	

"Project"			
Project Name:	West Port Tract B	Contract Date:	October 9, 2019 (assigned to the District on April 3, 2020).
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$54,820.80

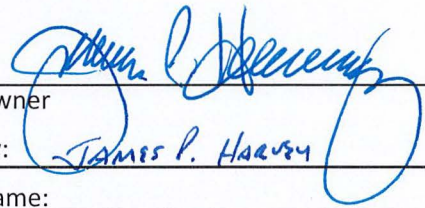
Certificate of Exemption #85-8017931133C-5

****THIS PURCHASE ORDER SUPERCEDES ANY PREVIOUSLY EXECUTED CREDIT APPLICATION(S) OR AGREEMENT(S) FOR THE ATTACHED SCOPE. UPON EXECUTION OF THIS PURCHASE ORDER, ALL PREVIOUSLY EXECUTED CREDIT APPLICATION(S) OR AGREEMENT(S) THAT MAY HAVE BEEN ENTERED INTO BETWEEN THE OWNER AND SELLER FOR THE ATTACHED SCOPE ARE HEREBY NULL AND VOID.****

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

FORTERRA PIPE & PRECAST

Owner _____
 By: 
 Name: _____
 Title: CHAIRMAN
 Date Executed: 11.24.2020

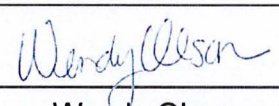
Seller _____
 By: 
 Name: Wendy Olson
 Title: Regional Project Coordination Manager - FL
 Date Executed: 11.23.2020

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A



Date September 17, 2020 **Bid Date** 09/17/2020
Quote No. PRJ0123304 **Plan Date**
Project The Isles At West Port PH1 Pipe REV **Engineer** Waldrop Eng
 9,17
 Port Charlotte, FL
 CHARLOTTE County

Contractor

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

Reinforced Concrete Pipe

Pieces	Unit	Total Feet	Description	Class	Unit Price	Total Price
42	8.0	336.0	15" Round Reinforced Concrete Pipe, Profile Gasket	III	\$12.95	\$4,351.20
25	8.0	200.0	18" Round Reinforced Concrete Pipe, Profile Gasket	III	\$16.80	\$3,360.00
68	8.0	544.0	24" Round Reinforced Concrete Pipe, Profile Gasket	III	\$27.65	\$15,041.60
21	8.0	168.0	30" Round Reinforced Concrete Pipe, Profile Gasket	III	\$37.00	\$6,216.00
32	8.0	256.0	36" Round Reinforced Concrete Pipe, Profile Gasket	III	\$52.00	\$13,312.00
22	8.0	176.0	42" Round Reinforced Concrete Pipe, Profile Gasket	III	\$71.25	\$12,540.00
RC Pipe Total					\$54,820.80	

Notes

\$400.00 Short Load Fee will be added for loads less than a truck load
 All returned pipe is subject to a 35% restocking fee. Material will be inspected upon return and only first quality pipe will be credited for return. Special products will not be accepted for returns and will not be refunded
 FORTERRA PIPE AND PRECAST LLC

Title: Director of Underground Utilities

Date: 9-17-20

Subject to State, County & Local Taxes.
F.O.B.: Jobsite.
Above prices based on truckload quantities.

Albert Luke
Office: (407) 832-7412
Cell: (407) 832-7412

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
4. TERMS OF PAYMENT. Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019).
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects and shall match the project specifications. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the extent of Seller's proportionate liability, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only

if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. **To the extent of any conflict, the following terms shall control with respect to paragraphs 5&7 above:**

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

LIMITED WARRANTY AND REMEDIES

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. **FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

**CERTIFICATE OF ENTITLEMENT
[WEST PORT TRACT B]**

The undersigned authorized representative of **West Port Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number **85-8017931133C-5**, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from **Forterra Pipe & Precast** (Vendor) on or after **September 17, 2020** (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated **October 9, 2019 (assigned to the District on April 3, 2020)** with **Stark Sullen Grading, Inc.** (Contractor) for the construction of **West Port Pods B & H**.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (***You must initial each of the following requirements.***)

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.



Signature of Authorized Representative
of Governmental Entity

 DISTRICT ENGINEER

Title

 West Port Community Development District

Purchaser's Name

 11/30/20

Date

Federal Employer Identification Number: _____
Telephone Number: 561-571-0013

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

13B

PURCHASE REQUISITION REQUEST FORM
[WEST PORT TRACT H]

1. Contact Person for the material supplier.

NAME: Forterra Pipe & Precast

ADDRESS: 1285 Lucerne Loop Road NE, Winter Haven, Florida 33881

TELEPHONE NUMBER: (863) 401-6807

2. Manufacturer or brand, model or specification number of the item.

SEE ATTACHED.

3. Quantity needed as estimated by CONTRACTOR. SEE ATTACHED.

4. The price quoted by the supplier for the construction materials identified above.


\$ 109,088.00

5. The sales tax associated with the price quote. \$ N/A

6. Shipping and handling insurance cost. \$ SEE ATTACHED

7. Delivery dates as established by CONTRACTOR. SEE ATTACHED

OWNER: WEST PORT COMMUNITY DEVELOPMENT DISTRICT


Authorized Signature (Title)

11-24-2020

Date

CONTRACTOR: STARK SULLEN GRADING, INC.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature (Title)

Date

**PURCHASE REQUISITION REQUEST FORM
[WEST PORT TRACT H]**

1. Contact Person for the material supplier.

NAME: Forterra Pipe & Precast

ADDRESS: 1285 Lucerne Loop Road NE, Winter Haven, Florida 33881

TELEPHONE NUMBER: (863) 401-6807

2. Manufacturer or brand, model or specification number of the item.

SEE ATTACHED.

3. Quantity needed as estimated by CONTRACTOR. SEE ATTACHED.

4. The price quoted by the supplier for the construction materials identified above.

\$ 109,088.00

5. The sales tax associated with the price quote. \$ N/A

6. Shipping and handling insurance cost. \$ SEE ATTACHED

7. Delivery dates as established by CONTRACTOR. SEE ATTACHED

OWNER: WEST PORT COMMUNITY DEVELOPMENT DISTRICT

[SIGNATURE ON PRIOR PAGE]

Authorized Signature (Title)

Date

CONTRACTOR: STARK SULLEN GRADING, INC.

Robert D Meadows

Director of Underground Utilities

Authorized Signature (Title)

11-25-2020

Date

PURCHASE ORDER
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
[WEST PORT TRACT H]
#WP-FOR-H-001

"Owner"		"Seller"	
Owner:	West Port Community Development District	Seller:	Forterra Pipe & Precast
Address:	Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	1285 Lucerne Loop Road NE Winter Haven, Florida 33881
Phone:		Phone:	

"Project"			
Project Name:	West Port Tract H	Contract Date:	October 9, 2019 (assigned to the District on April 3, 2020).
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$109,088.00

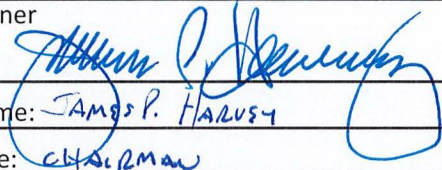
Certificate of Exemption #85-8017931133C-5

****THIS PURCHASE ORDER SUPERCEDES ANY PREVIOUSLY EXECUTED CREDIT APPLICATION(S) OR AGREEMENT(S) FOR THE ATTACHED SCOPE. UPON EXECUTION OF THIS PURCHASE ORDER, ALL PREVIOUSLY EXECUTED CREDIT APPLICATION(S) OR AGREEMENT(S) THAT MAY HAVE BEEN ENTERED INTO BETWEEN THE OWNER AND SELLER FOR THE ATTACHED SCOPE ARE HEREBY NULL AND VOID.****

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

FORTERRA PIPE & PRECAST

Owner
 By: 
 Name: James P. Flarusa
 Title: Chairman
 Date Executed: 11-24-2020

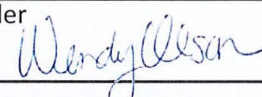
Seller
 By: 
 Name: Wendy Olson
 Title: Regional Project Coordination Manager - FL
 Date Executed: 11.23.2020

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A



Date September 25, 2020 **Bid Date** 05/11/2020
Quote No. PRJ0113665 **Plan Date**
Project The Hammock At West Port PH1 Pipe **Engineer** Waldrop Eng
 Port Charlotte, FL
 CHARLOTTE County
Contractor

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

Reinforced Concrete Pipe

Pieces	Unit	Total Feet	Description	Class	Unit Price	Total Price
39	8.0	312.0	15" Round Reinforced Concrete Pipe, Profile Gasket	III	\$12.95	\$4,040.40
89	8.0	712.0	18" Round Reinforced Concrete Pipe, Profile Gasket	III	\$16.80	\$11,961.60
175	8.0	1400.0	24" Round Reinforced Concrete Pipe, Profile Gasket	III	\$27.65	\$38,710.00
105	8.0	840.0	30" Round Reinforced Concrete Pipe, Profile Gasket	III	\$37.00	\$31,080.00
56	8.0	448.0	36" Round Reinforced Concrete Pipe, Profile Gasket	III	\$52.00	\$23,296.00
RC Pipe Total					\$109,088.00	

Notes

Notes
 Round Reinforced Concrete Pipe as Per ASTM-C-76 and FDOT
 Elliptical Reinforced Concrete Pipe as Per ASTM-C-507 and FDOT
 Quantities, Class, and sizes of RCP and ERCP are for bidding purposes only, contractor to verify sizes and quantities when ordering
 All returned pipe is subject to a 35% restocking fee. Material will be inspected upon return and only first quality pipe will be credited for return. Special products will not be accepted for returns and will not be refunded.

\$400.00 Short Load Fee will be added for loads less than a truck load

Quote Total \$109,088.00

Subject to State, County & Local Taxes.
F.O.B.: Jobsite.
Above prices based on truckload quantities.
Terms:, Net 30

Albert Luke
Office: (407) 832-7412
Cell: (407) 832-7412

EXHIBIT B

TERMS AND CONDITIONS

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7. INDEMNITY. To the extent of Seller's proportionate liability, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
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 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
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13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
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18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict, the following terms shall control with respect to paragraphs 5&7 above:

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

LIMITED WARRANTY AND REMEDIES

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. **FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

**CERTIFICATE OF ENTITLEMENT
[WEST PORT TRACT H]**

The undersigned authorized representative of **West Port Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number **85-8017931133C-5**, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from **Forterra Pipe & Precast** (Vendor) on or after **September 25, 2020** (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated **October 9, 2019 (assigned to the District on April 3, 2020)** with **Stark Sullen Grading, Inc.** (Contractor) for the construction of **West Port Pods B & H**.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (**You must initial each of the following requirements.**)

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.



Signature of Authorized Representative
of Governmental Entity

DISTRICT ENGINEER

Title

West Port Community Development District

Purchaser's Name

11/30/20

Date

Federal Employer Identification Number: _____
Telephone Number: 561-571-0013

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

14

CHANGE ORDER NO. 7

Date of Issuance: _____ Effective Date: _____

Project: West Port Pods B & H	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Removal of Material from Contract - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$512,332.05

Increase/Decrease from prior Change Orders:

\$3,861,310.35

Contract Price prior to this Change Order:

\$4,373,642.40

Increase/Decrease of this Change Order:

(\$223,506.87)

Contract Price incorporating this Change Order:

\$4,150,135.53

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

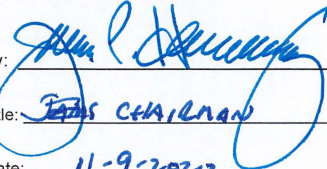
RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: [SIGNATURE ON NEXT PAGE]

Title: _____

Date: _____

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: 
Title: **John P. H...**
Date: **11-9-2020**

ACCEPTED:
STARK SULLEN GRADING, INC.

By: [SIGNATURE ON NEXT PAGE]

Title: _____

Date: _____

CHANGE ORDER NO. 7

Date of Issuance: _____ Effective Date: _____

Project: West Port Pods B & H	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Removal of Material from Contract - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$512,332.05

Increase/Decrease from prior Change Orders:

\$3,861,310.35

Contract Price prior to this Change Order:

\$4,373,642.40

Increase/Decrease of this Change Order:

(\$223,506.87)

Contract Price incorporating this Change Order:

\$4,150,135.53

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND
CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: DISTRICT ENGINEER

Date: 11/9/20

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: [SIGNATURE ON PRIOR PAGE]

Title: _____

Date: _____

ACCEPTED:
STARK SULLEN GRADING, INC.

By: _____

Title: President

Date: 11/9/20

EXHIBIT A



9890 Bayshore Road
North Fort Myers, FL 33907

DATE: 11/5/2020

Change Order #7 Proposal

SUBMITTED TO:

West Port Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL

PROJECT:

West Port Pods B&H

Summary & Description of Change Order Request:

Removal of material from contract.

POD B	EST QTY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER:	1	LS	\$ -	\$0.00
POTABLE WATER:	1	LS	\$ -	\$0.00
DRAINAGE:	1	LS	\$ -	\$0.00
POD H				
SANITARY SEWER:	1	LS	\$ (10,169.65)	-\$10,169.65
POTABLE WATER:	1	LS	\$ (2,524.34)	-\$2,524.34
DRAINAGE:	1	LS	\$ (63,249.04)	-\$63,249.04
IRRIGATION				
IRRIGATION	1	LS	\$ (147,563.84)	-\$147,563.84
			TOTAL:	-\$223,506.87

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above proposal involving extra costs, will be executed only upon written authorization, and a cost adjustment will become necessary to the

Stark Sullen, President

Acceptance of Change Order

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made per the executed subcontractor agreement conditions.

Accepted by: _____

Date: _____

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

15

RESOLUTION 2021-03

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 FOR FISCAL YEAR 2020/2021 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 during Fiscal Year 2020/2021 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 11th day of January, 2021.

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 2020/2021 MEETINGS

The Board of Supervisors ("Board") of the West Port Community Development District ("District") will hold meetings for Fiscal Year 2021 at 1:00 p.m., at the Centennial Park Recreation Center, 1120 O'Donnell Boulevard, Port Charlotte, Florida 33953, as follows:

February __, 2021

March __, 2021

April __, 2021

May __, 2021

June __, 2021

July __, 2021

August __, 2021

September __, 2021

The purpose of the meetings is for the Board to consider any business which may properly come before it. 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

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WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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DRAFT
MINUTES OF MEETING
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the West Port Community Development District held a Special Public Meeting on September 21, 2020 at 1:00 p.m., at 1-888-354-0094, CONFERENCE ID: 2144145.

Present were:

Jim Harvey	Chair
Dave Truxton	Vice Chair
Paul Martin	Assistant Secretary
Donald Schrotenboer	Assistant Secretary
Mary E. Moulton	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Daniel Rom	Wrathell, Hunt and Associates, LLC
Katie Buchanan	District Counsel
Matt Morris	District Engineer
Steve Sanford	Bond Counsel
Jon Kessler	FMSbonds
Tim Martin	Forestar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:01 p.m. All Supervisors were present. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including virtually and telephonically. The meeting was advertised to be telephonic and the meeting agenda was posted on the District’s website.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

41 **THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2020-38,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2020/2021 and Providing for an Effective
Date**

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48 This item was deferred to the next meeting.

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50 **FOURTH ORDER OF BUSINESS**

**Consider Engagement of FMSbonds, Inc.,
as Underwriter**

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52

53 Mr. Kessler clarified that this document was a Rule G-17 Disclosure Letter and not an
54 engagement letter, as FMSbonds Inc., was previously engaged as the District’s Underwriter.

55

**On MOTION by Ms. Moulton and seconded by Mr. Harvey, with all in favor, the
FMSbonds, Inc., Rule G-17 Disclosure Letter, was approved.**

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60 **FIFTH ORDER OF BUSINESS**

**Presentation of Supplemental Engineer’s
Report**

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63 Mr. Morris stated that Staff was awaiting a verbiage revision from District Counsel and,
64 once received, the Supplemental Engineer’s Report would be finalized and circulated. Ms.
65 Buchanan stated that a substantial draft of the Report was circulated to Board Members,
66 Management and Staff. Mr. Sanford felt that the Report should be approved in substantially
67 final form at this meeting. Regarding timing, Mr. Kessler stated the Report would be part of the
68 Preliminary Limited Offering Memorandum (PLOM) and FMSbonds was working on acquiring
69 due diligence information prior to the closing. Mr. Truxton confirmed that that he received a
70 copy of the Supplemental Engineer’s Report and commented that Forestar would be closing on
71 approximately 149 units of land and would like to ensure that those units remain in Assessment
72 Area 3 (AA#3). Assessment Area 2 (AA#2) contains other lots that previously closed. As lots
73 close, new assessment areas would be named numerically based upon each subsequent bond
74 issuance that is presented.

75

76 Mr. Morris stated the total costs for a portion of Assessment Area 2/3 is \$7,986,000,
77 including shared roadway improvements, stormwater management facilities, hardscaping,
78 landscaping, irrigation, lighting and additional amenities.

79

80 **On MOTION by Ms. Moulton and seconded by Mr. Truxton, with all in favor,**
81 **the Supplemental Engineer’s Report, as discussed, in substantial form, was**
82 **approved.**

83

84

85 **SIXTH ORDER OF BUSINESS**

**Presentation of Second Supplemental
Special Assessment Methodology Report**

86

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88 Mr. Wrathell presented the Second Supplemental Special Assessment Methodology
89 Report (Assessment Area Two Project) and briefly discussed the different assessment areas, the
90 Capital Improvement Plan (CIP), the financing plan, the capitalized interest period, the bond
91 assignments, lienability tests, the True-up mechanism, assessment roll and Appendix tables. In
92 response to a question regarding AA#3, Mr. Wrathell stated that the verbiage in the Second
93 Supplemental Special Assessment Methodology Report would mirror the Supplemental
94 Engineer’s Report.

95

96 **On MOTION by Ms. Moulton and seconded by Mr. Truxton, with all in favor,**
97 **the Second Supplemental Special Assessment Methodology Report**
98 **(Assessment Area Two Project), dated September 21, 2020, as discussed, in**
99 **substantial form, was approved.**

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102 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-39,
Authorizing the Issuance of Not Exceeding
\$7,200,000 West Port Community
Development District, Special Assessment
Bonds, Series 2020 (Assessment Area Two)
(the “Bonds”) to Finance Certain Public
Infrastructure Within Assessment Area
Two 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**

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117 the Bonds; Authorizing the Use of That
118 Certain Master Trust Indenture Dated as of
119 March 1, 2020 With Respect to the Bonds
120 and Approving the Form of and
121 Authorizing the Execution and Delivery of a
122 Second Supplemental Trust Indenture
123 Governing the Bonds; Approving the Form
124 of And Authorizing the Distribution of a
125 Preliminary Limited Offering
126 Memorandum; Approving the Execution
127 and Delivery of a Final Limited Offering
128 Memorandum; Approving the Form of and
129 Authorizing the Execution of a Continuing
130 Disclosure Agreement, and Appointing a
131 Dissemination Agent; Approving the
132 Application of Bond Proceeds; Authorizing
133 Certain Modifications to the Assessment
134 Methodology Report and Engineer's
135 Report; Making Certain Declarations;
136 Providing for the Registration of the Bonds
137 Pursuant to the DTC Book-Entry Only
138 System; Authorizing the Proper Officials to
139 Do All Things Deemed Necessary In
140 Connection With the Issuance, Sale and
141 Delivery of the Bonds; and Providing for an
142 Effective Date

143
144 Mr. Sanford stated Resolution 2020-39, also known as the Delegation Resolution,
145 accomplishes the following:

- 146 ➤ Sets certain parameters in connection with the sale of the bonds.
- 147 ➤ Eliminates the need for a special meeting by authorizing the Chair or Vice Chair to
148 execute the Bond Purchase Contract (BPC).
- 149 ➤ Requires that the Board approve the BPC, the PLOM, the Continuing Disclosure
150 Agreement (CDA) and Second Supplemental Indenture.
- 151 ➤ Authorizes modifications to the Engineer's Report and the Methodology Reports.
- 152 ➤ Ensures that the maximum amount of the bonds issued does not exceed \$7,200,000 and
153 the arbitrage yield does not exceed 4.5%.
- 154 ➤ Authorizes the Underwriter's compensation.

155 **Mr. Harvey left the meeting at 1:31 p.m.**

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On MOTION by Mr. Truxton and seconded by Ms. Moulton, with all in favor, Resolution 2020-39, Authorizing the Issuance of Not Exceeding \$7,200,000 West Port Community Development District, Special Assessment Bonds, Series 2020 (Assessment Area Two) (the “Bonds”) to Finance Certain Public Infrastructure Within Assessment Area Two 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 Use of That Certain Master Trust Indenture Dated as of March 1, 2020 With Respect to the Bonds and Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture Governing the 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 an Effective Date, was adopted.

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EIGHTH ORDER OF BUSINESS

Consideration of Forms of Ancillary Bond Documents

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Ms. Buchanan stated the Forms of Ancillary Bond Documents are in progress and would be ready for inclusion within a few days. Mr. Stanford stated that Resolution 2020-39, which was previously adopted, had enough authorizations to include that the Forms of Ancillary Bond documents be authorized for execution and delivery when they are ready.

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NINTH ORDER OF BUSINESS

Ratification of Stark Sullen Grading, Inc., Change Orders [West Port Pods B & H]

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A. Change Order No. 4

B. Change Order No. 5

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Mr. Wrathell presented the Stark Sullen Grading, Inc., Change Orders [West Port Pods B & H], which were previously executed by the Chair and District Engineer.

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On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the Stark Sullen Grading, Inc., Change Orders [West Port Pods B & H], were ratified.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2020

Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2020.

On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the Unaudited Financial Statements as of July 31, 2020, were accepted.

ELEVENTH ORDER OF BUSINESS

Consideration of August 19, 2020 Public Hearings and Regular Meeting Minutes

Mr. Wrathell presented the August 19, 2020 Public Hearings and Regular Meeting Minutes.

On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the August 19, 2020 Public Hearings and Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There being no Board Members' comments or requests, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Martin and seconded by Mr. Truxton, with all in favor, the meeting adjourned at 1:43 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair