

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

January 11, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

West Port Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

January 4, 2022

Board of Supervisors
West Port Community Development District

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold a Regular Meeting on January 11, 2022 at 12:00 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953, and via conference call at **1-888-354-0094**, **Participant Passcode: 943 865 3730**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Change Orders
 - A. No. 27: Stark Sullen Grading, Inc. [West Port Pods B, H and A]
 - B. No. 28: Stark Sullen Grading, Inc. [West Port Pods B, H and A]
4. Ratification of Charlotte County Utilities Service Agreement
5. Ratification of Easement Agreement (Northwest Stormwater Pond and Additional Drainage Rights)
6. Ratification of Amended and Restated Easement (Irrigation Ponds)
7. Update: Memorandum of Stormwater Reporting Requirements
8. Consideration of Resolution 2022-01, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing for Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Resolution 2022-02, Adopting a Policy Governing Wayfinding Signs; Authorizing an Agreement and Accepting a Bill of Sale for Wayfinding Signs; Addressing Operations and Maintenance Expenses; Providing a Severability Clause; and Providing an Effective Date

ATTENDEES:

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

- 10. Consideration of Resolution 2022-03, Granting the Chairperson the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
- 11. Acceptance of Unaudited Financial Statements as of November 30, 2021
- 12. Approval of October 12, 2021 Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

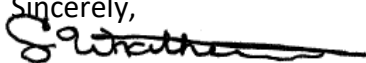
- NEXT MEETING DATE: February 8, 2022 at 12:00 P.M.

- QUORUM CHECK

Jim Harvey	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Jim Manners	<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
Candice Smith	<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

- 14. Board Members’ Comments/Requests
- 15. Public Comments
- 16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,

 Craig Wrathell
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 413 553 5047

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3A

CHANGE ORDER NO.27


Date of Issuance: _____		Effective Date: _____
Project: West Port Pod B, H and A	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/Engineer's Project No. _____


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

Description: **Deduction for Direct Purchase Materials - The Palms - October 2021**

Attachments: **See Exhibit A attached hereto.**

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:		
Original Contract Price:		Original Contract	Working Days	Calendar Days
\$ 512,332.05		Times:		
		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Increase/Decrease from prior Change Orders:		Increase/Decrease from previously approved Change Orders		
\$ 9,065,317.87		No. _____ to No. _____		
		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Contract Price prior to the Change Order:		Contract Times prior to this Change Order:		
\$ 9,577,649.92		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:		
\$ (233,301.68)		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Contract Price Incorporating the Change Order:		Contract Times with all approved Change Orders:		
\$ 9,344,348.24		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: **12/27/21**

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

 By: _____
 Title: **CHAIRMAN**
 Date: **12-28-2021**

ACCEPTED:
STARK SULLEN GRADING, INC.

 By: _____
 Title: **President**
 Date: **12/27/2021**

WESTPORT CDD
Exhibit A
Direct Purchase Materials

THE PALMS (Pod C)

	DATE	AMOUNT	EXTENSION
SANITARY			
FERGUSON	8/23/2021	\$ 1,079.90	
FERGUSON	8/25/2021	371.26	
FERGUSON	9/3/2021	2,206.54	
FERGUSON	9/30/2021	64,216.65	
FERGUSON	10/5/2021	19,983.18	
FERGUSON	10/5/2021	266.91	
FERGUSON	10/14/2021	1,670.56	
FERGUSON	10/15/2021	2,915.73	
FERGUSON	10/15/2021	89.55	
FERGUSON	10/18/2021	1,051.58	
FERGUSON	10/19/2021	76.04	
FERGUSON	10/28/2021	<u>206.47</u>	
TOTAL FERGUSON			\$ 94,134.37
OLDCASTLE	3/3/2021	<u>1,396.00</u>	
TOTAL OLDCASTLE			<u>1,396.00</u>
TOTAL SANITARY			<u>\$ 95,530.37</u>
DRAINAGE			
FORTERRA	9/22/2021	14,314.48	
FORTERRA	9/23/2021	449.68	
FERGUSON	10/12/2021	364.57	
FERGUSON	10/14/2021	564.67	
FERGUSON	10/18/2021	1,051.58	
FERGUSON	10/20/2021	462.83	
FERGUSON	10/21/2021	1,320.00	
FERGUSON	10/26/2021	368.46	
FERGUSON	10/27/2021	285.50	
FERGUSON	10/29/2021	<u>675.45</u>	
TOTAL FERGUSON			19,857.22
OLD CASTLE	1/14/2021	875.00	
OLD CASTLE	1/28/2021	1,091.00	
OLD CASTLE	3/5/2021	<u>2,967.00</u>	
TOTAL OLDCASTLE			4,933.00
FORTERRA	10/11/2021	46,362.56	

WESTPORT CDD
Exhibit A
Direct Purchase Materials

THE PALMS (Pod C)

	DATE	AMOUNT	EXTENSION
FORTERRA	10/12/2021	<u>37,480.88</u>	
TOTAL FORTERRA			<u>83,843.44</u>
TOTAL DRAINAGE			<u>\$ 108,633.66</u>
WATER			
FERGUSON	8/12/2021	5,947.20	
FERGUSON	10/6/2021	801.03	
FERGUSON	10/6/2021	4,248.00	
FERGUSON	10/6/2021	462.00	
FERGUSON	10/7/2021	33.95	
FERGUSON	10/12/2021	59.96	
FERGUSON	10/13/2021	11.11	
FERGUSON	10/13/2021	13,305.01	
FERGUSON	10/13/2021	130.03	
FERGUSON	10/15/2021	17.14	
FERGUSON	10/18/2021	140.00	
FERGUSON	10/29/2021	745.86	
FERGUSON	10/29/2021	259.04	
FERGUSON	10/29/2021	2,977.32	
TOTAL FERGUSON			<u>29,137.65</u>
TOTAL WATER			<u>\$ 29,137.65</u>
TOTAL PALMS			<u>\$ 233,301.68</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3B

CHANGE ORDER NO.28

Date of Issuance: _____ Effective Date: _____

Project: West Port Pod B, H and A	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/Engineer's Project No.

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

Description: **Deduction for Direct Purchase Materials - East Landings - October 2021**

Attachments: **See Exhibit A attached hereto.**

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract	Working Days Calendar Days
\$ 512,332.05		Times:	
		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Increase/Decrease from prior Change Orders:		Increase/Decrease from previously approved Change Orders	
\$ 8,832,016.19		No. _____ to No. _____	
		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Contract Price prior to the Change Order:		Contract Times prior to this Change Order:	
\$ 9,344,348.24		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:	
\$ (3,853.20)		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Contract Price Incorporating the Change Order:		Contract Times with all approved Change Orders:	
\$ 9,340,495.04		Substantial completion (days or date):	
		Ready for final payment (days or date):	

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
 DISTRICT ENGINEER *MHEJMC*
 By: _____
 Title: **District Manager**
 Date: **12/27/21**

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
 By: *[Signature]*
 Title: **CHAIRMAN**
 Date: **12-28-2021**

ACCEPTED:
STARK SULLEN GRADING, INC.
 By: *[Signature]*
 Title: **President**
 Date: **12/27/2021**

CDD MTLs - East Landings
CO #28 - Exhibit A

POD J

Oct-21

DATE

SANITARY

FERGUSON 9/29/2021 \$ 348.40

TOTAL OCTOBER- NOVEMBER \$ 348.40

WATER

FERGUSON 9/28/2021 873.41
FERGUSON 9/29/2021 312.00
FERGUSON 9/29/2021 116.34
FERGUSON 9/29/2021 53.73
FERGUSON 9/30/2021 282.48
FERGUSON 9/30/2021 97.39
FERGUSON 10/1/2021 182.22
FERGUSON 10/1/2021 66.94
FERGUSON 10/4/2021 234.48
FERGUSON 10/4/2021 1,028.73
FERGUSON 10/6/2021 158.08
FERGUSON 10/6/2021 99.00

3,504.80

TOTAL OCTOBER- NOVEMBER \$ 3,853.20

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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This Instrument was prepared by:
Charlotte County Utilities
25550 Harbor View Road, Suite 1
Port Charlotte, FL 33980
(941) 764-4300

Return to: Charlotte County Utilities
25550 Harbor View Road, Suite 1
Port Charlotte, FL 33980
(941) 764-4300

CHARLOTTE COUNTY UTILITIES SERVICE AGREEMENT
With
West Port Community Development District
East Landings @ West Port

THIS AGREEMENT ("Agreement") is made 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 ("DISTRICT"), and Charlotte County, a political subdivision of the State of Florida ("UTILITY") as of the date executed by UTILITY, for water and sewer services to property located within the Charlotte County Utilities Service area, its boundaries more particularly described in Exhibit A, ("Property").

In consideration of the mutual covenants and promises contained herein, UTILITY and DISTRICT agree as follows:

- A. UTILITY AND DISTRICT AGREE:
1. This Agreement is for 145.0 Equivalent Residential Connections (ERCs) for water and 156.6 ERCs for sewer.
- B. UTILITY AGREES:
1. To provide the DISTRICT with water and sewer service to the Property in accordance with the Uniform Water and Sewer Tariff and the Uniform Extension Policy, as may be amended from time to time.
- C. DISTRICT AGREES:
1. To pay UTILITY all applicable security deposits; administration fees; recording fees and any other applicable fees or costs, as described in Exhibit "B". These charges shall be due and payable at the time of execution of this Agreement.
 2. To pay all monthly charges as invoiced by UTILITY within twenty (20) days of the billing dates. After five (5) day's written notice of failure to pay, UTILITY has the right to disconnect service and/or lien the property and all applicable charges must be paid before reconnection or release of lien.
 3. To abide by the terms of the Uniform Water and Sewer Tariffs, Uniform Extension Policy, as may be amended from time to time.
 4. To grant UTILITY all necessary easements for the construction, operation, maintenance, and monitoring for the provision of water and sewer services.

UTILITY, its officers, agents or employees shall have the right to ingress and egress at all times upon those portions of the DISTRICT's property as is necessary for the delivery of UTILITY services and shall have access at all times to UTILITY's lines, meters, sewer systems and other UTILITY property. The areas where such facilities are located will be kept free of shrubbery, trees, fences, interferences from pets, and other obstructions. DISTRICT shall notify UTILITY within a reasonable time of any known or suspected damage to UTILITY's lines, meters, sewer systems or other property.

5. That sale of water to DISTRICT occurs at the meter, and UTILITY has no responsibility relative to service or supplying water after said water passes through the meter. UTILITY's responsibility relative to sewer service commences at the property line and/or UTILITY easement line.
6. DISTRICT shall bear its fair share responsibility for funding the design, permitting, construction, and certification of the water and sewer facilities. The UTILITY will be responsible for the installation of off-site utility services and all on-site UTILITY improvements that are not directly providing service to the customer. On-site facility services will be the responsibility of the DISTRICT.
7. UTILITY has requested that the DISTRICT increase the size of the potable water transmission line to accommodate future customers who desire service from the UTILITY. A reimbursement agreement between the UTILITY and DISTRICT for the upsizing of the potable water main will be developed separately.
8. If development is being constructed in phases, the DISTRICT recognizes that capacity is only reserved for those phases where the Transmission, AGRF, and Plant (TAP) Fee has been paid, and only for the percentage of the TAP Fee that has been paid.
9. TAP Fees for each phase must be paid in full prior to commencement of Facility construction for the next phase.
10. A TAP Fee deferred for future phases shall be paid at the rate in effect at the time of payment.
11. Separate utility construction permits are required for each phase and TAP Fees are calculated based on the ERCs served for each phase.
12. UTILITY acceptance of DISTRICT installed utility facilities will be for phases where TAP Fees have been paid and all UTILITY requirements have been satisfied.
13. The provision of reclaimed water to the DISTRICT shall be governed by a separate Reclaimed Water Agreement between UTILITY and the DISTRICT.
14. If applicable, DISTRICT agrees to install a grease interceptor of a size required by UTILITY and to abide by the Charlotte County Code, as may be amended from time to time, which prohibits the discharge of pollutants which interfere with, contaminate, or pass through the wastewater collection and treatment systems.

15. DISTRICT agrees to install, if necessary, at its expense, AWWA approved backflow control devices at service meters and double detector check valves, as specified by UTILITY.

16. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the UTILITY and DISTRICT and their respective successors, assigns and legal representatives.

17. If DISTRICT's actual capacity utilization exceeds the capacity allocated in this UTILITY Agreement, as determined by the UTILITY, then said DISTRICT shall pay, on demand, Connection Fees for such excess capacity utilized, together with all other applicable fees as set forth herein.

D. INDEMNIFICATION. Each party agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28 of the Florida Statutes, from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes, or extend either party's liability beyond the limits established in Section 768.28 of the Florida Statutes.

E. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to be solely for the benefit of DISTRICT and UTILITY. No right or cause of action shall accrue for the benefit of any third party.

F. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Charlotte County, Florida.

G. ASSIGNMENT. This Agreement may not be assigned by either party.

H. ENTIRE AGREEMENT. This instrument, together with any documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the parties relating to the subject matter of this Agreement.

I. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all parties.

J. SEVERABILITY. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the rest shall be construed and enforced as if this Agreement did not contain an unenforceable portion or provision.

K. EFFECTIVE DATE. The effective date of this Agreement shall be the date this Agreement is executed by UTILITY.

- L. 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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UTILITY and Developer have executed this Agreement as of the date executed by UTILITY.

ATTEST: CHARLOTTE COUNTY, FLORIDA

By: _____ By: _____

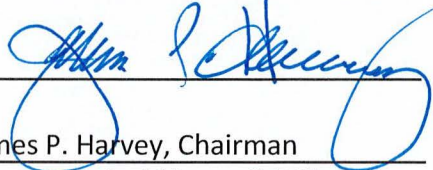
Print: _____ Charlotte County Utilities, Director

Date: _____



WEST PORT

DISTRICT: COMMUNITY DEVELOPMENT DISTRICT

By: 

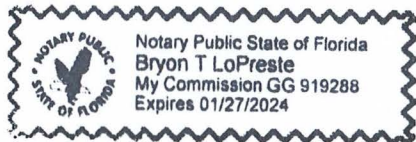
Its: James P. Harvey, Chairman
Printed Name & Title

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this 6th day of December, 2021, by James P. Harvey, as Chairman, of West Port Community Development DISTRICT. He/She is personally known to me or has produced _____ as identification.


Notary Public
Bryon T. LoPreste



Printed Name
GG919288

Commission or Serial Number

EXHIBIT A
LEGAL DESCRIPTION

Short Legal	Legal Description
WPS 000 0000	WEST PORT TRACT A 30.27 AC M/L DEVELOPMENT AREA ***SEE HISTORICAL LEGAL FOR BOOK & PAGES*** (1318503 SF) 4556/807 4653/1421 RELE4787/893 4791/1200

**EXHIBIT B
SCHEDULE OF FEES**

Project: East Landings @ West Port
Project #: 21-1004

Factor	Occupancy	Meter Size	# of Meters	Water ERCs	Sewer ERCs
82	Phase 1 Townhouses	3/4"	82	82.000	82.000
90	Phase 2 Multi- Family	3/4"	90	63.000	74.600
Total Reserved for the Property (Min 1 ERC)=>				145.000	156.600

CONNECTION CHARGES DUE AT TIME OF CONTRACT(*):

Connection Fees:				
	Water:	145.000 ERC's X	\$ 2,407.00 per ERC	\$ 349,015.00
	Sewer:	156.600 ERC's X	\$ 2,251.00 per ERC	\$ 352,506.60
Distribution Charge				
	Water:	145.000 ERC's X	\$ 2,940.00 per ERC	\$ 426,300.00
Collection Charge:				
	Sewer:	156.600 ERC's X	\$ 2,910.00 per ERC	\$ 455,706.00
Meter Fees:				
	Water:	172 Meter X	\$ 375.00 3/4" Meter(s)	\$ 64,500.00
Service Installation:				
	Water	0 Conn	\$ 1,070.00	\$ -
	Sewer	0 Conn	\$ 1,240.00	\$ -
Distribution Credits:				\$ (426,300.00)
Collection Credits:				\$ (449,619.70)
Inspection Fee: (5% of estimated construction cost)		\$ 943,750.70	\$ 47,187.54	\$ 47,187.54
Administration Fee:				\$ 250.00
Total Fees and Charges==>				\$ 819,545.44

EXHIBIT C
CLOSING DOCUMENTS (if applicable)

1. Recorded UTILITY Easement(s):
 - Must be submitted for review and approval by Charlotte County Utilities prior to recording at County Clerk of the Court
 - Must include all UTILITY lines, facilities and appurtenances from the main to the property line including all onsite sewer main lines and manholes
2. Recorded UTILITY Easement(s) must be submitted to the Charlotte County Utilities Department for review prior to recording.
3. Payment Affidavit
4. Waiver of Lien
5. Bill of Sale
6. One (1) year warranty (from date of Engineer's Certification and acceptance by the UTILITY) to be provided by the contractor and/or Developer
7. Certification of Detailed Cost of Contributory Assets
(Above forms are available on CCU web site at <https://www.charlottecountyfl.gov/dept/utilities/Pages/Utilities-Forms.aspx>)
8. As-Built and Record Drawings: As-Built drawing submittals are required for all developments that have new UTILITY lines or extensions such as water, sewer and reclaimed mains and apparatuses such as manholes, valves, lift stations etc. As-Built drawing submittals are NOT required for developments that will be only connecting via a new water, sewer or reclaimed service connection. Upon CCU approval of the As-built Drawings, if required, the Record Drawings shall be submitted. Both As-Built and Record Drawings should conform to Charlotte County Minimum Drawing Requirements and CAD Standards as well as the following:
 - Minimum of two (2) paper copies for review (1 to be retained by CCUD).
 - One electronic data deliverable package with the drawings on one (1) CompactDisc in AutoCAD 2010 or current
 - Must conform to the current CCU minimum requirements and CAD Standards (<https://www.charlottecountyfl.gov/dept/utilities/Pages/Design-Compliance-Standards.aspx>)
 - Must comply with Florida State Statute 472.027 and Minimum Technical Standards Rule 5J-17 Florida Administrative Code, all points in drawings will be referenced to NAD 1983 State Plane Florida West Feet Coordinate System.
 - As-Builts must be signed and sealed by a Florida Registered Surveyor and Mapper
 - Record Drawings must be signed and sealed by a Florida Registered Engineer of Record
9. Daily Inspection Report(s)
10. Pressure Test Report(s)
11. Bacteriological Test Report(s)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by:

KE LAW GROUP
P.O. Box 6386
Tallahassee, Florida 32314

**EASEMENT AGREEMENT
(NORTHWEST STORMWATER POND & ADDITIONAL DRAINAGE RIGHTS)**

THIS EASEMENT AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2022, by and between **CONTINENTAL 611 FUND LLC**, a Delaware limited liability company whose address is W134N8675 Executive Parkway, Menomonee Falls, WI 53051 (“**Landowner**”), and the **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”).

(Wherever used herein, the terms “Landowner” and “District” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

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, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management infrastructure and roadway improvements; and

WHEREAS, the Landowner owns “Tract G-2” as identified in **Exhibit A (“Landowner Property”)**, a portion of which is described in **Exhibit B (“Northwest Pond Easement Area”)** and is intended to be developed into a stormwater pond and related improvements as set forth in the plans (“**Plans**”) entitled _____ (together, “**Northwest Pond Improvements**”); and

WHEREAS, the District owns and maintains the master stormwater system for the lands within its boundaries, and, as part of that system, operates pursuant to an existing easement agreement (recorded in the Public Records of Charlotte County, Florida at Instrument No. _____) the stormwater pond identified in **Exhibit C (“Existing District Pond”)**; and

WHEREAS, the Landowner desires to construct the Northwest Pond Improvements and, upon completion, convey the Northwest Pond Improvements to the District for operations and maintenance, and further desires to have a drainage easement to allow stormwater to flow from the Landowner Property and into the Northwest Pond Easement Area and Existing District Pond (and thus the District’s master stormwater system); and

WHEREAS, pursuant to the District's Resolution 2020-30, the District has already declared its intent to operate and maintain the master stormwater system and is amenable to accepting the Northwest Pond Improvements upon completion, and to providing the requested easements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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. CONSTRUCTION WORK. The Landowner shall use commercially reasonable efforts to construct and/or to cause to be constructed the Northwest Pond Improvements according to the Plans ("**Construction Work**"). In doing so, the Landowner shall protect all District property and adjoining property from any damage associated with the Construction Work. Further, the Landowner's Construction Work shall not unreasonably adversely affect the performance of the District's stormwater system or otherwise materially reduce the stormwater capacity of the District's stormwater system. Landowner and/or any contractors performing work for Landowner in connection with the Construction Work shall at all times maintain liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges hereby granted. Said insurance maintained by any contractors performing work for Landowner shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Promptly following completion of the Northwest Pond Improvements, the Landowner shall convey such Northwest Pond Improvements to the District, and the District shall accept such Northwest Pond Improvements for ownership, operation and maintenance, subject to any reasonable requirements of the District (together, "**Turnover**").

3. OPERATION AND MAINTENANCE EASEMENT. Landowner hereby grants to the District, its successors, and assigns a non-exclusive, perpetual easement ("**Maintenance Easement**") over, under, and across the Northwest Pond Easement Area for the purposes of ingress and egress by the District and for the District to access and/or otherwise construct, install, repair, reconstruct, use, maintain and operate the Northwest Pond Improvements. Upon completion of the Turnover, the District agrees to operate and maintain the Northwest Pond Improvements consistent with industry standards and the requirements of all applicable permits, approvals, and laws. The District and/or any contractors performing work for the District in connection with the Northwest Pond Easement Area shall at all times maintain liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by the District and/or any contractors performing work for District shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

4. DRAINAGE EASEMENT. The District does hereby grant and convey to Landowner, for the use and benefit of the Landowner Property, a perpetual, non-exclusive drainage easement to allow stormwater to discharge and/or flow from the Landowner Property and into the Existing District Pond (and thus the District's master stormwater system).

5. COMPLIANCE WITH LAW. Any rights granted hereunder shall be exercised by the parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The parties covenant and agree that neither party shall discharge into or within the District's stormwater system, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

6. DEFAULT. A default by a party under this Agreement, which continues for more than 30 days after the non-defaulting party has sent written notice of such default to the non-defaulting party, shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance. In the event of the failure of the District to maintain or repair the Northwest Pond Improvements in accordance with this Agreement for more than thirty (30) days after written notice from Landowner, Landowner shall additionally have the right to perform such maintenance or repairs and the District shall promptly reimburse Landowner for all reasonable out-of-pocket expenses incurred in connection therewith within thirty (30) days following written request therefor together with presentation of reasonable evidence of the incurrence of such expenses.

7. ENFORCEMENT OF AGREEMENT. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the parties hereto.

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

11. 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 set forth above, or at any new address set forth in a Notice to the other party as set forth below. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at such address. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and their successors and assigns, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party to this Agreement or its successor or assign. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement and their successors and assigns any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 parties to this Agreement and their respective representatives, successors, and assigns.

13. ASSIGNMENT; RUNS WITH THE LAND. The covenants, terms, agreements, rights and obligations of the parties are intended to be, and are construed as, covenants running with the land, and shall be binding upon, and inure to the benefit of each of the parties and their respective successors and assigns.

14. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and, if so, will be treated as such in accord with Florida law.

16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

17. SOVEREIGN IMMUNITY. Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

18. 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.

19. 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.

20. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

WITNESSES

CONTINENTAL 611 FUND LLC,
a Delaware limited liability company

By: _____
Name: _____

By: Continental Properties Company, Inc.,
a Wisconsin corporation
its Manager

By: _____
Name: _____

By: _____
Name: Daniel J. Minahan
Title: President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ as _____ of Continental Properties Company, Inc., a Wisconsin corporation, the Manager of Continental 611 Fund LLC, a Delaware limited liability company, on behalf of said entity, 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)

[Signatures continue on following page]

[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

WITNESSES

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ as _____ of the West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A
Landowner Property

DESCRIPTION:

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

COMMENCE at the Northeast corner of Section 11 per Certified Corner Record Number 101345, run thence along the North boundary line of said section N 89°12'23" W, a distance of 2662.00 feet, to the Northwest corner of the Northeast 1/4 of said Section, thence along West boundary line of the Northeast 1/4 of said Section; S 00°12'03" E a distance of 399.93 feet to the South right of way line of Franklin Avenue a 50.00 foot Public right of way as recorded in Plat of Port Charlotte Subdivision, Section Thirty Five as recorded in Plat Book 5 at Page 39 of the Public records of Charlotte County; run thence along said South right of way of Franklin Avenue, S 89°12'12" E, a distance of 181.81 feet; thence S 00°20'46" E, a distance of 855.74 feet to the North right of way line of North Port Harbor Boulevard; thence along said North right of way line N 89°16'58" W, a distance of 556.67 feet; thence northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N 44°16'58" W, 35.36 feet) to the West right of way line of West Port Boulevard a

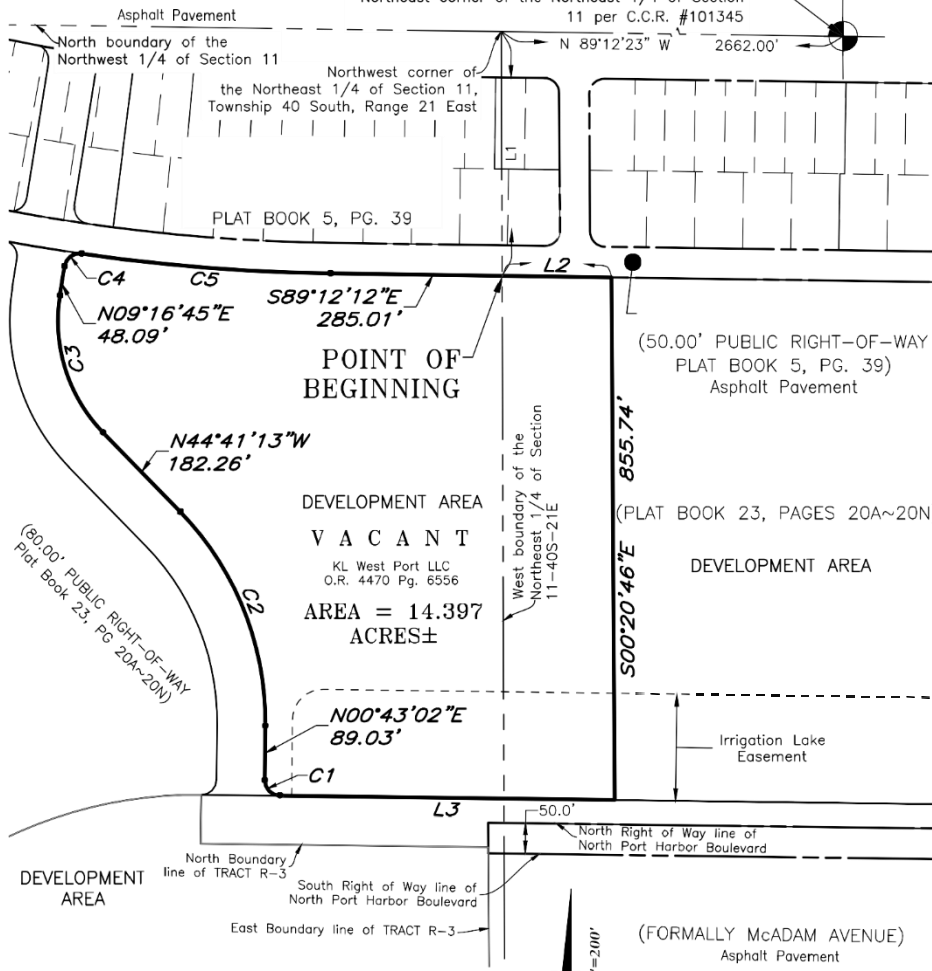
80.00 foot Public right of way as recorded in Plat Book 23 at Pages 20A through 20N of the Public records of Charlotte County; thence along said West right of way line N 00°43'02" E, a distance of 89.03 feet; thence northwesterly, 388.30 feet along the arc of a tangent curve to the left having a radius of 490.00 feet and a central angle of 45°24'15" (chord bearing N 21°59'05" W, 378.22 feet); thence N 44°41'13" W, a distance of 182.26 feet; thence northerly, 244.89 feet along the arc of a tangent curve to the right having a radius of 260.00 feet and a central angle of 53°57'58" (chord bearing N 17°42'14" W, 235.94 feet); thence N 09°16'45" E, a distance of 48.09 feet; thence northeasterly, 38.76 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°49'45" (chord bearing N 53°41'38" E, 34.99 feet) to the South right of way line of said Franklin Avenue; thence easterly, 415.35 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 07°20'33" (chord bearing S 85°31'56" E, 415.06 feet); thence S 89°12'12" E, a distance of 285.01 feet; to the **POINT OF BEGINNING**.

Containing 14.397 acres, more or less.

U.S. 41 TAMiami TRAIL

POINT OF COMMENCEMENT

Northeast corner of the Northeast 1/4 of Section 11 per C.C.R. #101345



Surveying, Inc.

EXHIBIT B
Northwest Pond Easement Area

DESCRIPTION:

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

COMMENCE at the Northeast corner of Section 11 per Certified Corner Record Number 101345, run thence along the North boundary line of said section N 89°12'23" W, a distance of 2662.00 feet, to the Northwest corner of the Northeast 1/4 of said Section, thence along West boundary line of the Northeast 1/4 of said Section; S 00°12'03" E a distance of 793.94 feet; thence N.89°40'58"W., a distance of 341.80 feet to the **POINT OF BEGINNING**; thence S.00°44'13"W., a distance of 212.33 feet; thence S.44°15'47"E., a distance of 40.44 feet; thence S.19°59'10"E., a distance of 46.59 feet; thence Westerly, 20.30 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 23°15'58" (chord bearing S.77°19'51"W., 20.16 feet); thence N.19°59'10"W., a distance of 39.72 feet; thence N.44°15'47"W., a distance of 44.42 feet; thence N.00°44'13"E., a distance of 200.47 feet; thence N.89°40'58"W., a distance of 62.95 feet; thence N.67°26'13"W., a distance of 89.40 feet; thence N.44°41'13"W., a distance of 58.98 feet; thence N.18°38'48"W., a distance of 146.56 feet; thence N.32°44'25"W., a distance of 0.82 feet; thence S.52°15'31"W., a distance of 19.83 feet; thence Westerly, 47.92 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 91°31'46" (chord bearing N.81°58'36"W., 42.99 feet); thence Northerly, 172.29 feet along the arc of a compound curve to the right having a radius of 217.00 feet and a central angle of 45°29'28" (chord bearing N.13°27'59"W., 167.80 feet); thence N.09°16'45"E., a distance of 14.38 feet; thence Northeasterly, 46.10 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 88°02'18" (chord bearing N.53°17'54"E., 41.69 feet); thence Easterly, 161.80 feet along the arc of a reverse curve to the left having a radius of 3271.11 feet and a central angle of 02°50'03" (chord bearing S.84°05'58"E., 161.78 feet); thence Southerly, 71.62 feet along the arc of a reverse curve to the right having a radius of 30.00 feet and a central angle of 136°46'52" (chord bearing S.17°07'33"E., 55.78 feet); thence Southwesterly, 103.47 feet along the arc of a reverse curve to the left having a radius of 425.00 feet and a central angle of 13°56'58" (chord bearing S.44°17'24"W., 103.22 feet); thence Southwesterly, 14.20 feet along the arc of a compound curve to the left having a radius of 45.00 feet and a central angle of 18°04'56" (chord bearing S.28°16'26"W., 14.14 feet); thence Southwesterly, 31.70 feet along the arc of a reverse curve to the right having a radius of 55.00 feet and a central angle of 33°01'33" (chord bearing S.35°44'44"W., 31.27 feet); thence S.52°15'31"W., a distance of 3.61 feet; thence S.32°44'25"E., a distance of 5.04 feet; thence S.18°38'48"E., a distance of 144.41 feet; thence S.44°41'13"E., a distance of 50.34 feet; thence S.67°26'13"E., a distance of 81.45 feet; thence S.89°40'58"E., a distance of 79.17 feet to the **POINT OF BEGINNING**.

Containing 1.041 acres, more or less.

NOTES:

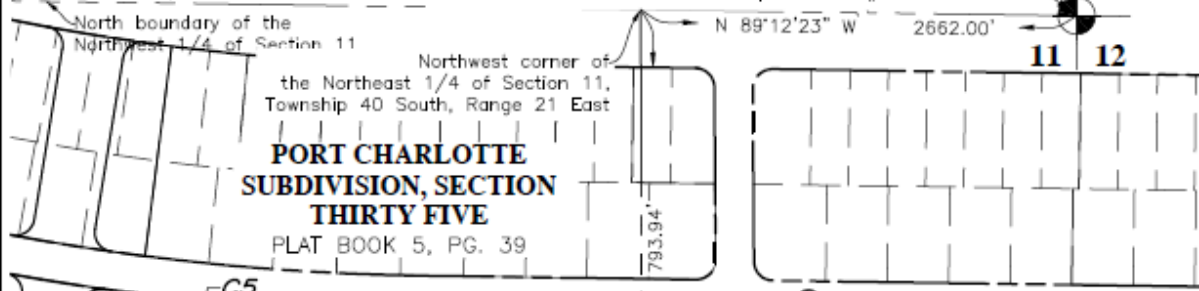
1. The Bearings shown hereon are based on the West boundary of the Northeast 1/4 of Section 11, Township 40 South, Range 21 East, having a grid bearing of S.00°12'03"E. the grid bearings and coordinates as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 adjustment) for the West Zone of Florida, as established from a RTK GPS network.

U.S. 41 TAMiami TRAIL

Asphalt Pavement

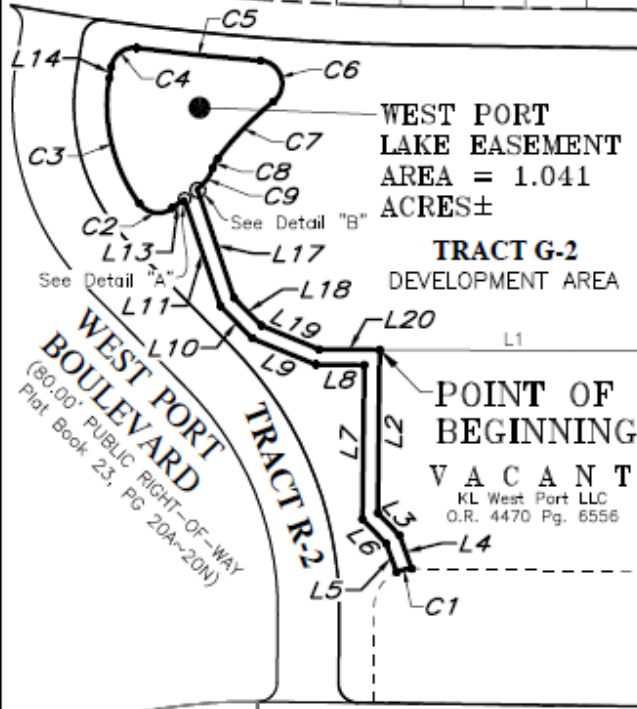
POINT OF COMMENCEMENT

Northeast corner of the Northeast 1/4 of Section 11 per C.C.R. #101345



PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE

PLAT BOOK 5, PG. 39



FRANKLIN AVENUE

(50.00' PUBLIC RIGHT-OF-WAY
PLAT BOOK 5, PG. 39)
Asphalt Pavement

WEST PORT

(PLAT BOOK 23, PAGES 20A~20N)

TRACT G-1

DEVELOPMENT AREA

TRACT E-2 DEVELOPMENT AREA



DETAIL "A"
SCALE: 1" = 10'



DETAIL "B"
SCALE: 1" = 10'



TRACT R-3

NORTH PORT HARBOR BOULEVARD

(FORMALLY McADAM AVENUE)
Asphalt Pavement

(Not A Survey)

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

GeoPoint
Surveying, Inc.

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	23°15'58"	20.30'	20.16'	S 77°19'51" W
C2	30.00'	91°31'46"	47.92'	42.99'	N 81°58'36" W
C3	217.00'	45°29'28"	172.29'	167.80'	N 13°27'59" W
C4	30.00'	88°02'18"	46.10'	41.69'	N 53°17'54" E
C5	3271.11'	2°50'03"	161.80'	161.78'	S 84°05'58" E
C6	30.00'	136°46'52"	71.62'	55.78'	S 17°07'33" E
C7	425.00'	13°56'58"	103.47'	103.22'	S 44°17'24" W
C8	45.00'	18°04'56"	14.20'	14.14'	S 28°16'26" W
C9	55.00'	33°01'33"	31.70'	31.27'	S 35°44'44" W

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 89°40'58" W	341.80'
L2	S 00°44'13" W	212.33'
L3	S 44°15'47" E	40.44'
L4	S 19°59'10" E	46.59'
L5	N 19°59'10" W	39.72'
L6	N 44°15'47" W	44.42'
L7	N 00°44'13" E	200.47'
L8	N 89°40'58" W	62.95'
L9	N 67°26'13" W	89.40'
L10	N 44°41'13" W	58.98'
L11	N 18°38'48" W	146.56'
L12	N 32°44'25" W	0.82'
L13	S 52°15'31" W	19.83'
L14	N 09°16'45" E	14.38'
L15	S 52°15'31" W	3.61'
L16	S 32°44'25" E	5.04'
L17	S 18°38'48" E	144.41'
L18	S 44°41'13" E	50.34'
L19	S 67°26'13" E	81.45'
L20	S 89°40'58" E	79.17'

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



GeoPoint
Surveying, Inc.

**EXHIBIT C
Existing District Pond**

**Description Sketch
(Not A Survey)**


DESCRIPTION: A parcel of land being a portion of Tract G of West Port as recorded in Plat Book 23, pages 20A through 20N of the public records of Charlotte County, Florida, and being more particularly described as follows:

BEGIN at the most Northwest Corner of said Tract G, said point also being on the west Right-of-way line of additional Right-of-way for Centennial Boulevard (Tract R-3) as dedicated per said plat of West Port, thence run along said West Right-of-way line the following three (3) courses 1) Southeasterly 38.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet), 2) S.00°20'51"E., a distance of 804.25 feet, 3) Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet) to a point on the North additional Right-of-way line (Tract R-3) of North Port Harbor Boulevard per said plat of West Port, thence along said North Right-of-way line N.89°16'58"W., a distance of 1606.22 feet, thence leaving said North additional Right-of-way line N.00°43'02"E., a distance of 125.00 feet, thence Northeasterly, 78.56 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 90°01'10" (chord bearing N.45°43'38"E., 70.72 feet); thence S.89°15'47"E., a distance of 1403.21 feet, thence Northeasterly, 15.90 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 91°05'04" (chord bearing N.45°11'41"E., 14.28 feet), thence N.00°20'51"W., a distance of 669.71 feet to a point on the South Right-of-way line of Franklin Avenue as dedicated per Plat Book 5, Page 39 of the public records of Charlotte County, Florida, thence along said Right-of-way line S.89°12'12"E., a distance of 140.53 feet to the **POINT OF BEGINNING**.

Containing 9.10 acres, more or less.

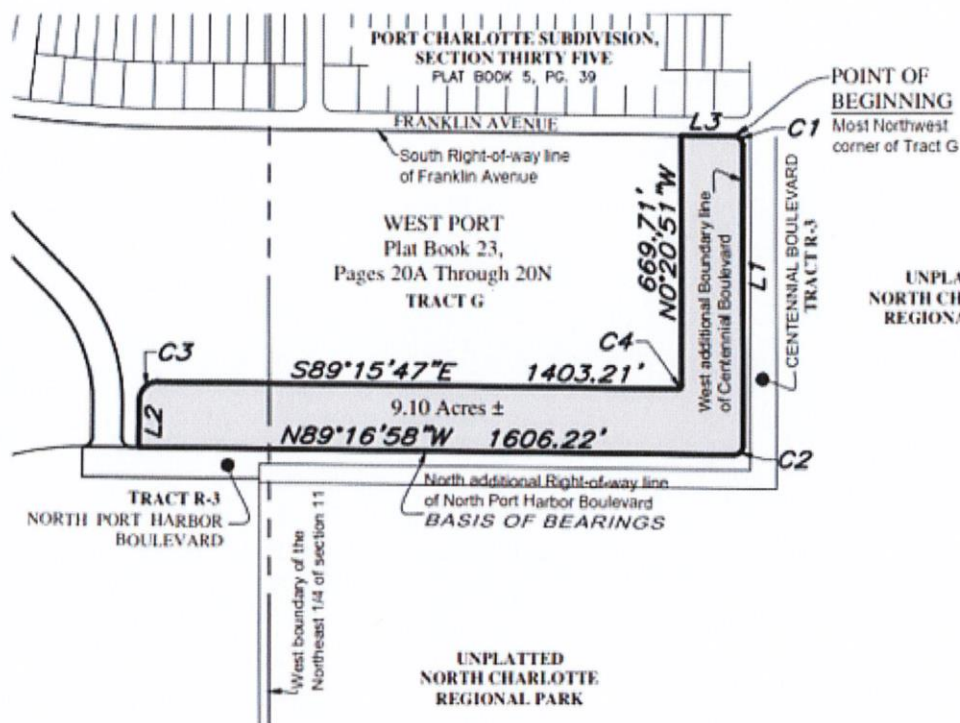
SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the North additional Right-of-way line of North Port Harbor Boulevard, having a grid bearing of 89°16'58"W. The grid bearings as shown hereon refers to the state plane coordinate system, North American Horizontal Datum of 1983 (NAD 83-2011 adjustment) for the West zone of Florida, as established from a RTK GPS network.
2. Not valid without the original signature and the original raised seal, or an electronic signature of a Florida licensed Surveyor and Mapper.
3. See Sheet 2 for Sketch and Curve and Line tables.

PROJECT: WEST PORT TRACT G		PREPARED FOR: Kolter
PHASE: IRRIGATION LAKE		(Not A Survey)
DRAWN: ECH	DATE: 1/23/2021	
REVISIONS		
DATE	DESCRIPTION	DRAWN BY
David A. Williams Signature Date FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		 GeoPoint Surveying, Inc.
		01 of 02

Description Sketch

(Not A Survey)



CURVE DATA TABLE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C2	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C3	50.00'	90°01'10"	78.56'	70.72'	N 45°43'38" E
C4	10.00'	91°05'04"	15.90'	14.28'	N 45°11'41" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 00°20'51" E	804.25'
L2	N 00°43'02" E	125.00'
L3	S 89°12'12" E	140.53'

LEGEND

- ± ----- More or Less
- L ----- Line tag
- C ----- Curve tag

Note: See Sheet 1 for legal description and Surveyors Notes.

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7763



This instrument was prepared by:

KE LAW GROUP
P.O. Box 6386
Tallahassee, Florida 32314

**EASEMENT AGREEMENT
(NORTHWEST STORMWATER POND & ADDITIONAL DRAINAGE RIGHTS)**

THIS EASEMENT AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2022, by and between **CONTINENTAL 611 FUND LLC**, a Delaware limited liability company whose address is W134N8675 Executive Parkway, Menomonee Falls, WI 53051 (“**Landowner**”), and the **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”).

(Wherever used herein, the terms “Landowner” and “District” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

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, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management infrastructure and roadway improvements; and

WHEREAS, the Landowner owns “Tract G-2” as identified in **Exhibit A (“Landowner Property”)**, a portion of which is described in **Exhibit B (“Northwest Pond Easement Area”)** and is intended to be developed into a stormwater pond and related improvements as set forth in the plans (“**Plans**”) entitled _____ (together, “**Northwest Pond Improvements**”); and

WHEREAS, the District owns and maintains the master stormwater system for the lands within its boundaries, and, as part of that system, operates pursuant to an existing easement agreement (recorded in the Public Records of Charlotte County, Florida at Instrument No. _____) the stormwater pond identified in **Exhibit C (“Existing District Pond”)**; and

WHEREAS, the Landowner desires to construct the Northwest Pond Improvements and, upon completion, convey the Northwest Pond Improvements to the District for operations and maintenance, and further desires to have a drainage easement to allow stormwater to flow from the Landowner Property and into the Northwest Pond Easement Area and Existing District Pond (and thus the District’s master stormwater system); and

WHEREAS, pursuant to the District’s Resolution 2020-30, the District has already declared its intent to operate and maintain the master stormwater system and is amenable to accepting the Northwest Pond Improvements upon completion, and to providing the requested easements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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. **CONSTRUCTION WORK.** The Landowner shall use commercially reasonable efforts to construct and/or to cause to be constructed the Northwest Pond Improvements according to the Plans (“**Construction Work**”). In doing so, the Landowner shall protect all District property and adjoining property from any damage associated with the Construction Work. Further, the Landowner’s Construction Work shall not unreasonably adversely affect the performance of the District’s stormwater system or otherwise materially reduce the stormwater capacity of the District’s stormwater system. Landowner and/or any contractors performing work for Landowner in connection with the Construction Work shall at all times maintain liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges hereby granted. Said insurance maintained by any contractors performing work for Landowner shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Promptly following completion of the Northwest Pond Improvements, the Landowner shall convey such Northwest Pond Improvements to the District, and the District shall accept such Northwest Pond Improvements for ownership, operation and maintenance, subject to any reasonable requirements of the District (together, “**Turnover**”).

3. **OPERATION AND MAINTENANCE EASEMENT.** Landowner hereby grants to the District, its successors, and assigns a non-exclusive, perpetual easement (“**Maintenance Easement**”) over, under, and across the Northwest Pond Easement Area for the purposes of ingress and egress by the District and for the District to access and/or otherwise construct, install, repair, reconstruct, use, maintain and operate the Northwest Pond Improvements. Upon completion of the Turnover, the District agrees to operate and maintain the Northwest Pond Improvements consistent with industry standards and the requirements of all applicable permits, approvals, and laws. The District and/or any contractors performing work for the District in connection with the Northwest Pond Easement Area shall at all times maintain liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by the District and/or any contractors performing work for District shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

4. **DRAINAGE EASEMENT.** The District does hereby grant and convey to Landowner, for the use and benefit of the Landowner Property, a perpetual, non-exclusive drainage easement to allow stormwater to discharge and/or flow from the Landowner Property and into the Existing District Pond (and thus the District’s master stormwater system).

5. COMPLIANCE WITH LAW. Any rights granted hereunder shall be exercised by the parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The parties covenant and agree that neither party shall discharge into or within the District's stormwater system, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

6. DEFAULT. A default by a party under this Agreement, which continues for more than 30 days after the non-defaulting party has sent written notice of such default to the non-defaulting party, shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance. In the event of the failure of the District to maintain or repair the Northwest Pond Improvements in accordance with this Agreement for more than thirty (30) days after written notice from Landowner, Landowner shall additionally have the right to perform such maintenance or repairs and the District shall promptly reimburse Landowner for all reasonable out-of-pocket expenses incurred in connection therewith within thirty (30) days following written request therefor together with presentation of reasonable evidence of the incurrence of such expenses.

7. ENFORCEMENT OF AGREEMENT. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the parties hereto.

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

11. 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 set forth above, or at any new address set forth in a Notice to the other party as set forth below. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at such address. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other

parties and addresses 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 addresses set forth in this Agreement.

12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and their successors and assigns, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party to this Agreement or its successor or assign. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement and their successors and assigns any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 parties to this Agreement and their respective representatives, successors, and assigns.

13. ASSIGNMENT; RUNS WITH THE LAND. The covenants, terms, agreements, rights and obligations of the parties are intended to be, and are construed as, covenants running with the land, and shall be binding upon, and inure to the benefit of each of the parties and their respective successors and assigns.

14. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and, if so, will be treated as such in accord with Florida law.

16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

17. SOVEREIGN IMMUNITY. Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

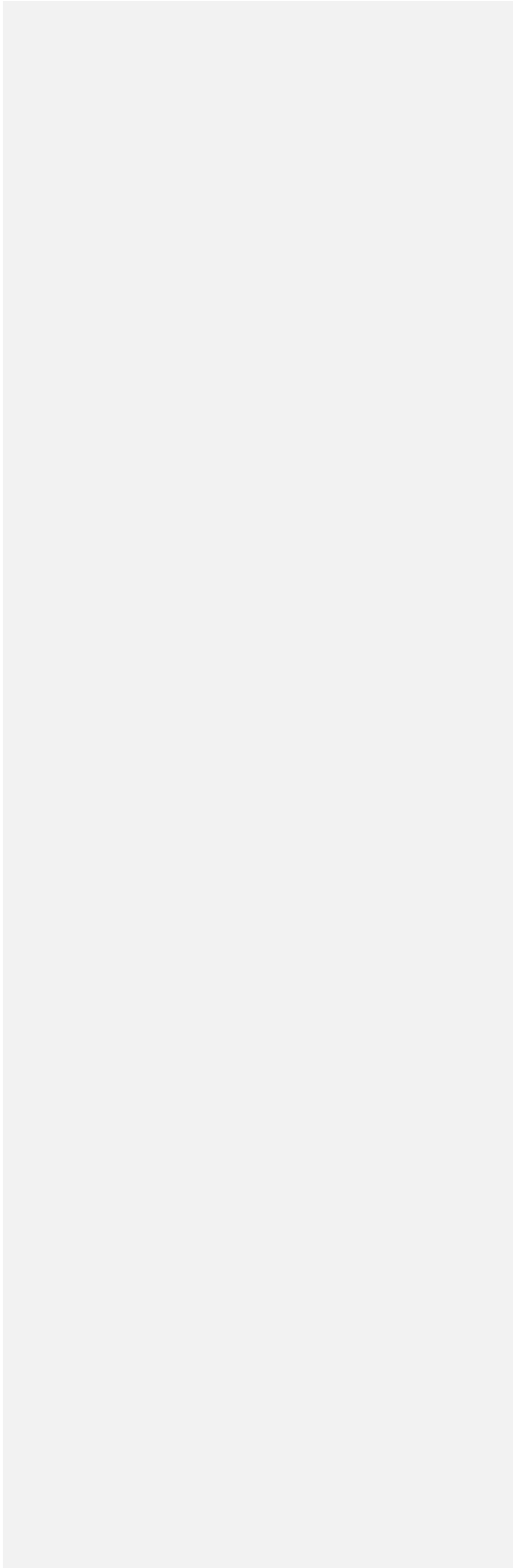
18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. 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.

20. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

WITNESSES

CONTINENTAL 611 FUND LLC,

By: _____
Name: _____

a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: Continental Properties Company, Inc.,
a Wisconsin corporation
its Manager

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By: _____
Name: Daniel J. Minahan
Title: President

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By: _____
Name: _____
Title: _____

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STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ as _____ of Continental ~~611 Fund LLC~~ Properties Company, Inc., a Wisconsin corporation, the Manager of Continental 611 Fund LLC, a Delaware limited liability company, on behalf of said entity, 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)

[Signatures continue on following page]

[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

WITNESSES

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ as _____ of the West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A
Landowner Property

DESCRIPTION:

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

COMMENCE at the Northeast corner of Section 11 per Certified Corner Record Number 101345, run thence along the North boundary line of said section N 89°12'23" W, a distance of 2662.00 feet, to the Northwest corner of the Northeast 1/4 of said Section, thence along West boundary line of the Northeast 1/4 of said Section; S 00°12'03" E a distance of 399.93 feet to the South right of way line of Franklin Avenue a 50.00 foot Public right of way as recorded in Plat of Port Charlotte Subdivision, Section Thirty Five as recorded in Plat Book 5 at Page 39 of the Public records of Charlotte County; run thence along said South right of way of Franklin Avenue, S 89°12'12" E, a distance of 181.81 feet; thence S 00°20'46" E, a distance of 855.74 feet to the North right of way line of North Port Harbor Boulevard; thence along said North right of way line N 89°16'58" W, a distance of 556.67 feet; thence northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N 44°16'58" W, 35.36 feet) to the West right of way line of West Port Boulevard a

80.00 foot Public right of way as recorded in Plat Book 23 at Pages 20A through 20N of the Public records of Charlotte County; thence along said West right of way line N 00°43'02" E, a distance of 89.03 feet; thence northwesterly, 388.30 feet along the arc of a tangent curve to the left having a radius of 490.00 feet and a central angle of 45°24'15" (chord bearing N 21°59'05" W, 378.22 feet); thence N 44°41'13" W, a distance of 182.26 feet; thence northerly, 244.89 feet along the arc of a tangent curve to the right having a radius of 260.00 feet and a central angle of 53°57'58" (chord bearing N 17°42'14" W, 235.94 feet); thence N 09°16'45" E, a distance of 48.09 feet; thence northeasterly, 38.76 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°49'45" (chord bearing N 53°41'38" E, 34.99 feet) to the South right of way line of said Franklin Avenue; thence easterly, 415.35 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 07°20'33" (chord bearing S 85°31'56" E, 415.06 feet); thence S 89°12'12" E, a distance of 285.01 feet; to the **POINT OF BEGINNING.**

Containing 14.397 acres, more or less.

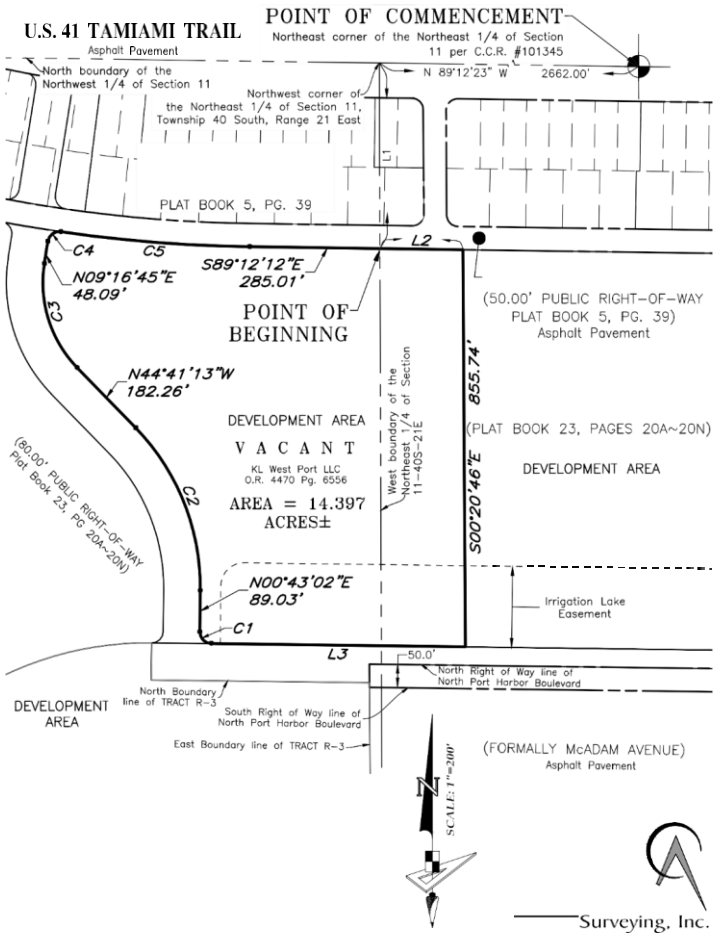


EXHIBIT B
Northwest Pond Easement Area

DESCRIPTION:

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

COMMENCE at the Northeast corner of Section 11 per Certified Corner Record Number 101345, run thence along the North boundary line of said section N 89°12'23" W, a distance of 2662.00 feet, to the Northwest corner of the Northeast 1/4 of said Section, thence along West boundary line of the Northeast 1/4 of said Section; S 00°12'03" E a distance of 793.94 feet; thence N.89°40'58"W., a distance of 341.80 feet to the **POINT OF BEGINNING**; thence S.00°44'13"W., a distance of 212.33 feet; thence S.44°15'47"E., a distance of 40.44 feet; thence S.19°59'10"E., a distance of 46.59 feet; thence Westerly, 20.30 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 23°15'58" (chord bearing S.77°19'51"W., 20.16 feet); thence N.19°59'10"W., a distance of 39.72 feet; thence N.44°15'47"W., a distance of 44.42 feet; thence N.00°44'13"E., a distance of 200.47 feet; thence N.89°40'58"W., a distance of 62.95 feet; thence N.67°26'13"W., a distance of 89.40 feet; thence N.44°41'13"W., a distance of 58.98 feet; thence N.18°38'48"W., a distance of 146.56 feet; thence N.32°44'25"W., a distance of 0.82 feet; thence S.52°15'31"W., a distance of 19.83 feet; thence Westerly, 47.92 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 91°31'46" (chord bearing N.81°58'36"W., 42.99 feet); thence Northerly, 172.29 feet along the arc of a compound curve to the right having a radius of 217.00 feet and a central angle of 45°29'28" (chord bearing N.13°27'59"W., 167.80 feet); thence N.09°16'45"E., a distance of 14.38 feet; thence Northeasterly, 46.10 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 88°02'18" (chord bearing N.53°17'54"E., 41.69 feet); thence Easterly, 161.80 feet along the arc of a reverse curve to the left having a radius of 3271.11 feet and a central angle of 02°50'03" (chord bearing S.84°05'58"E., 161.78 feet); thence Southerly, 71.62 feet along the arc of a reverse curve to the right having a radius of 30.00 feet and a central angle of 136°46'52" (chord bearing S.17°07'33"E., 55.78 feet); thence Southwesterly, 103.47 feet along the arc of a reverse curve to the left having a radius of 425.00 feet and a central angle of 13°56'58" (chord bearing S.44°17'24"W., 103.22 feet); thence Southwesterly, 14.20 feet along the arc of a compound curve to the left having a radius of 45.00 feet and a central angle of 18°04'56" (chord bearing S.28°16'26"W., 14.14 feet); thence Southwesterly, 31.70 feet along the arc of a reverse curve to the right having a radius of 55.00 feet and a central angle of 33°01'33" (chord bearing S.35°44'44"W., 31.27 feet); thence S.52°15'31"W., a distance of 3.61 feet; thence S.32°44'25"E., a distance of 5.04 feet; thence S.18°38'48"E., a distance of 144.41 feet; thence S.44°41'13"E., a distance of 50.34 feet; thence S.67°26'13"E., a distance of 81.45 feet; thence S.89°40'58"E., a distance of 79.17 feet to the **POINT OF BEGINNING**.

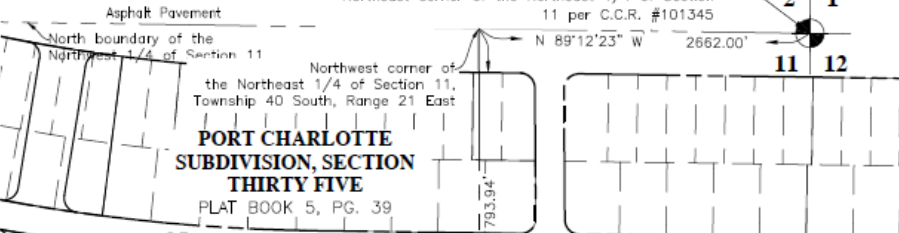
Containing 1.041 acres, more or less.

NOTES:

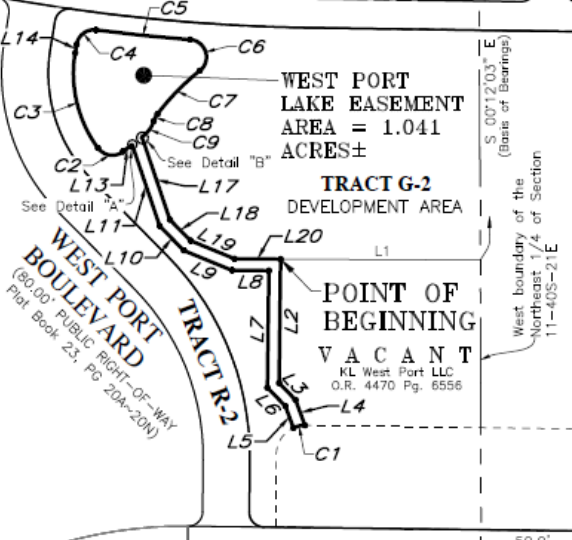
1. The Bearings shown hereon are based on the West boundary of the Northeast 1/4 of Section 11, Township 40 South, Range 21 East, having a grid bearing of S.00°12'03"E. the grid bearings and coordinates as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 adjustment) for the West Zone of Florida, as established from a RTK GPS network.

U.S. 41 TAMiami TRAIL

POINT OF COMMENCEMENT



**PORT CHARLOTTE
SUBDIVISION, SECTION
THIRTY FIVE**
PLAT BOOK 5, PG. 39

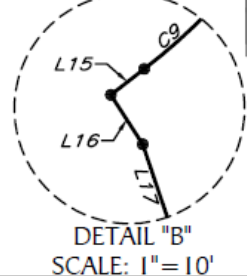
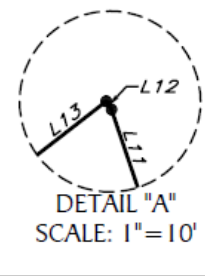


FRANKLIN AVENUE
(50.00' PUBLIC RIGHT-OF-WAY
PLAT BOOK 5, PG. 39)
Asphalt Pavement

WEST PORT
(PLAT BOOK 23, PAGES 20A~20N)
TRACT G-1
DEVELOPMENT AREA

TRACT E-2
DEVELOPMENT AREA

**NORTH PORT HARBOR
BOULEVARD**
(FORMALLY McADAM AVENUE)
Asphalt Pavement
(Not A Survey)



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

GeoPoint
Surveying, Inc.

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	23°15'58"	20.30'	20.16'	S 77°19'51" W
C2	30.00'	91°31'46"	47.92'	42.99'	N 81°58'36" W
C3	217.00'	45°29'28"	172.29'	167.80'	N 13°27'59" W
C4	30.00'	88°02'18"	46.10'	41.69'	N 53°17'54" E
C5	3271.11'	2°50'03"	161.80'	161.78'	S 84°05'58" E
C6	30.00'	136°46'52"	71.62'	55.78'	S 17°07'33" E
C7	425.00'	13°56'58"	103.47'	103.22'	S 44°17'24" W
C8	45.00'	18°04'56"	14.20'	14.14'	S 28°16'26" W
C9	55.00'	33°01'33"	31.70'	31.27'	S 35°44'44" W

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 89°40'58" W	341.80'
L2	S 00°44'13" W	212.33'
L3	S 44°15'47" E	40.44'
L4	S 19°59'10" E	46.59'
L5	N 19°59'10" W	39.72'
L6	N 44°15'47" W	44.42'
L7	N 00°44'13" E	200.47'
L8	N 89°40'58" W	62.95'
L9	N 67°26'13" W	89.40'
L10	N 44°41'13" W	58.98'
L11	N 18°38'48" W	146.56'
L12	N 32°44'25" W	0.82'
L13	S 52°15'31" W	19.83'
L14	N 09°16'45" E	14.38'
L15	S 52°15'31" W	3.61'
L16	S 32°44'25" E	5.04'
L17	S 18°38'48" E	144.41'
L18	S 44°41'13" E	50.34'
L19	S 67°26'13" E	81.45'
L20	S 89°40'58" E	79.17'

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

GeoPoint
Surveying, Inc.



EXHIBIT C
Existing District Pond

Description Sketch
(Not A Survey)


DESCRIPTION: A parcel of land being a portion of Tract G of West Port as recorded in Plat Book 23, pages 20A through 20H of the public records of Charlotte County, Florida, and being more particularly described as follows:

BEGIN at the most Northwest Corner of said Tract G, said point also being on the west Right-of-way line of additional Right-of-way for Centennial Boulevard (Tract R-3) as dedicated per said plat of West Port, thence run along said West Right-of-way line the following three (3) courses 1) Southeasterly 38.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet), 2) S.00°20'51"E., a distance of 804.25 feet, 3) Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet) to a point on the North additional Right-of-way line (Tract R-3) of North Port Harbor Boulevard per said plat of West Port, thence along said North Right-of-way line N.89°16'58"W., a distance of 1606.22 feet, thence leaving said North additional Right-of-way line N.00°43'02"E., a distance of 125.00 feet, thence Northeasterly, 78.56 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 90°01'10" (chord bearing N.45°43'38"E., 70.72 feet), thence S.89°15'47"E., a distance of 1403.21 feet, thence Northeasterly, 15.90 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 91°05'04" (chord bearing N.45°11'41"E., 14.28 feet), thence N.00°20'51"W., a distance of 669.71 feet to a point on the South Right-of-way line of Franklin Avenue as dedicated per Plat Book 5, Page 39 of the public records of Charlotte County, Florida, thence along said Right-of-way line S.89°12'12"E., a distance of 140.53 feet to the **POINT OF BEGINNING**.

Containing 9.10 acres, more or less

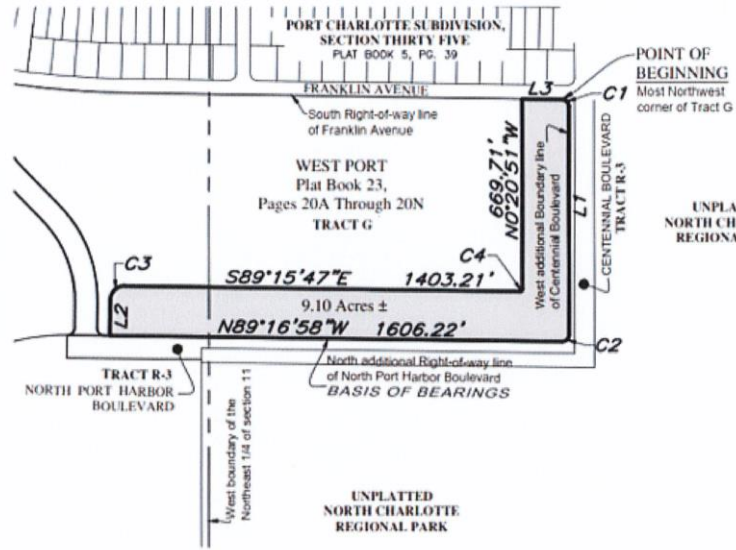
SURVEYOR'S NOTES:

- Bearings shown hereon are based on the North additional Right-of-way line of North Port Harbor Boulevard, having a grid bearing of 89°16'58"W. The grid bearings as shown hereon refers to the state plane coordinate system, North American Horizontal Datum of 1983 (NAD 83-2011 adjustment) for the West zone of Florida, as established from a RTK GPS network.
- Not valid without the original signature and the original raised seal, or an electronic signature of a Florida licensed Surveyor and Mapper.
- See Sheet 2 for Sketch and Curve and Line tables

PROJECT: WEST PORT TRACT G		PREPARED FOR: Kolter																				
PHASE: IRRIGATION LAKE		(Not A Survey)																				
DRAWN: ECH	DATE: 1/23/2021		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 245-5555 Licensed Business No.: LB 7763																			
CHECKED BY: JL		 GeoPoint Surveying, Inc.																				
<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DRAWN BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			REVISIONS			DATE	DESCRIPTION	DRAWN BY														
REVISIONS																						
DATE	DESCRIPTION	DRAWN BY																				
David A. Williams Signature Date FLORIDA PROFESSIONAL SURVEYOR & MAPPER No. LS6423		01 of 02																				

Description Sketch

(Not A Survey)



NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C2	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C3	50.00'	90°01'10"	78.56'	70.72'	N 45°43'38" E
C4	10.00'	91°05'04"	15.90'	14.28'	N 45°11'41" E

NO.	BEARING	LENGTH
L1	S 00°20'51" E	804.25'
L2	N 00°43'02" E	125.00'
L3	S 89°12'12" E	140.53'

LEGEND

- ± ----- More or Less
- L ----- Line tag
- C ----- Curve tag

Note: See Sheet 1 for legal description and Surveyors Notes.

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7763

GeoPoint
 Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6

This instrument was prepared by:

KE LAW GROUP
P.O. Box 6386
Tallahassee, Florida 32314

**AMENDED AND RESTATED¹ EASEMENT
(IRRIGATION PONDS)**

THIS EASEMENT is made as of the 11th day of January, 2022, by and between **KL WEST PORT LLC**, a Delaware limited liability company whose address for purposes hereof is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and the **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**"), as well as **CONTINENTAL 611 FUND LLC**, a Delaware limited liability company whose address is W134N8675 Executive Parkway, Menomonee Falls, WI 53051 ("**Additional Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

A non-exclusive, perpetual easement with the rights of ingress and egress over, across, upon, and through the "Easement Areas" identified in Exhibit A attached hereto, for the purposes of operating, maintaining, and repairing stormwater improvements and related landscaping and irrigation improvements if any within the Easement Areas;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. As part of this Easement, Grantee has the right to grant perpetual drainage easement rights over the Easement Area to third party landowners whose land drains into the Easement Area.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and, to the extent required, Grantee by its acceptance hereof hereby gives and grants unto Grantor and its successors and assigns, a

¹ THIS AMENDED & RESTATED EASEMENT AMENDS AND SUPERCEDES THE EASEMENT RECORDED IN MANATEE COUNTY OFFICIAL RECORDS BOOK 4806, PAGE 1433.

non-exclusive easement for ingress and egress over, upon and across the Easement Areas, together with the rights to install, construct, operate, maintain, repair and replace stormwater improvements and related landscaping and irrigation improvements within the Easement Area. Grantee further agrees to operate and maintain such improvements in good condition in accordance with all applicable laws, regulations and restrictions applicable thereto. In the event that Grantee fails to so operate, maintain or repair such improvements, Grantor shall have the right to do so for its own account without liability to Grantee.

GRANT OF EASEMENT

THAT GRANTOR, for good and valuable consideration to it in hand paid by Additional Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Additional Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

A non-exclusive, perpetual drainage easement to allow water to flow into the ponds identified in Exhibit A, and from Tract G, as identified on the plat entitled "West Port," recorded in Plat Book 23, Pages 20A et seq., of the Public Records of Manatee County, Florida.

[Signatures continue on following page]

IN WITNESS WHEREOF, Grantor, Grantee and Additional Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

KL WEST PORT LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ as _____ of KL West Port LLC, a Delaware limited liability company, on behalf of said entity, 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)

[Signatures continue on following page]

WITNESSES

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ as _____ of the West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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)

[Signatures continue on following page]

WITNESSES

CONTINENTAL 611 FUND LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ as _____ of the West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

Description Sketch (Not A Survey)


DESCRIPTION: A parcel of land being a portion of Tract G of West Port as recorded in Plat Book 23, pages 20A through 20H of the public records of Charlotte County, Florida, and being more particularly described as follows:

BEGIN at the most Northwest Corner of said Tract G; said point also being on the west Right-of-way line of additional Right-of-way for Centennial Boulevard (Tract R-3) as dedicated per said plat of West Port, thence run along said West Right-of-way line the following three (3) courses 1) Southeasterly 38.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet); 2) S.00°20'51"E., a distance of 804.25 feet; 3) Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet) to a point on the North additional Right-of-way line (Tract R-3) of North Port Harbor Boulevard per said plat of West Port; thence along said North Right-of-way line N.89°16'58"W., a distance of 1606.22 feet; thence leaving said North additional Right-of-way line N.00°43'02"E., a distance of 125.00 feet; thence Northeasterly, 78.56 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 90°01'10" (chord bearing N.45°43'38"E., 70.72 feet); thence S.89°15'47"E., a distance of 1403.21 feet; thence Northeasterly, 15.90 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 91°05'04" (chord bearing N.45°11'41"E., 14.28 feet); thence N.00°20'51"W., a distance of 669.71 feet to a point on the South Right-of-way line of Franklin Avenue as dedicated per Plat Book 5, Page 39 of the public records of Charlotte County, Florida; thence along said Right-of-way line S.89°12'12"E., a distance of 140.53 feet to the **POINT OF BEGINNING**.

Containing 9.10 acres, more or less.

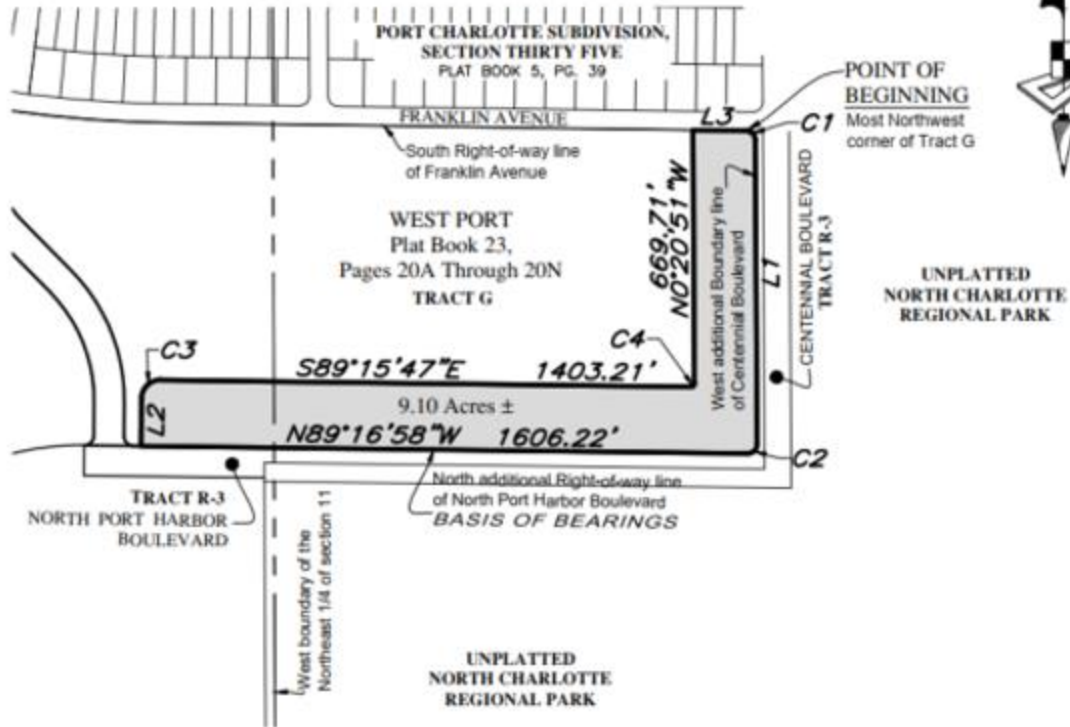
SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the North additional Right-of-way line of North Port Harbor Boulevard, having a grid bearing of 89°16'58"W. The grid bearings as shown hereon refers to the state plane coordinate system, North American Horizontal Datum of 1983 (NAD 83-2011 adjustment) for the West zone of Florida, as established from a RTK GPS network.
2. Not valid without the original signature and the original raised seal, or an electronic signature of a Florida licensed Surveyor and Mapper.
3. See Sheet 2 for Sketch and Curve and Line tables.

PROJECT: WEST PORT TRACT G			PREPARED FOR: Kolber		
PHASE: IRRIGATION LAKE			(Not A Survey)		
DRAWN: ECH	DATE: 1/23/2021	CHECKED BY: JL			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY	213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.		
David A. Williams Signature Date FLORIDA PROFESSIONAL LS6423 SURVEYOR & MAPPER NO.			01 of 02		

Description Sketch

(Not A Survey)



CURVE DATA TABLE					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C2	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C3	50.00'	90°01'10"	78.56'	70.72'	N 45°43'38" E
C4	10.00'	91°05'04"	15.90'	14.28'	N 45°11'41" E

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°20'51" E	804.25'
L2	N 00°43'02" E	125.00'
L3	S 89°12'12" E	140.53'

LEGEND

- ± ----- More or Less
- L ----- Line tag
- C ----- Curve tag

Note: See Sheet 1 for legal description and Surveyors Notes.

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



TOGETHER WITH

Description Sketch

(Not A Survey)

DESCRIPTION:


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

COMMENCE at the Northeast corner of Section 11 per Certified Corner Record Number 101345, run thence along the North boundary line of said section N 89°12'23" W, a distance of 2662.00 feet, to the Northwest corner of the Northeast 1/4 of said Section, thence along West boundary line of the Northeast 1/4 of said Section; S 00°12'03" E a distance of 793.94 feet; thence N.89°40'58"W., a distance of 341.80 feet to the **POINT OF BEGINNING**; thence S.00°44'13"W., a distance of 212.33 feet; thence S.44°15'47"E., a distance of 40.44 feet; thence S.19°59'10"E., a distance of 46.59 feet; thence Westerly, 20.30 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 23°15'58" (chord bearing S.77°19'51"W., 20.16 feet); thence N.19°59'10"W., a distance of 39.72 feet; thence N.44°15'47"W., a distance of 44.42 feet; thence N.00°44'13"E., a distance of 200.47 feet; thence N.89°40'58"W., a distance of 62.95 feet; thence N.67°26'13"W., a distance of 89.40 feet; thence N.44°41'13"W., a distance of 58.98 feet; thence N.18°38'48"W., a distance of 146.56 feet; thence N.32°44'25"W., a distance of 0.82 feet; thence S.52°15'31"W., a distance of 19.83 feet; thence Westerly, 47.92 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 91°31'46" (chord bearing N.81°58'36"W., 42.99 feet); thence Northerly, 172.29 feet along the arc of a compound curve to the right having a radius of 217.00 feet and a central angle of 45°29'28" (chord bearing N.13°27'59"W., 167.80 feet); thence N.09°16'45"E., a distance of 14.38 feet; thence Northeasterly, 46.10 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 88°02'18" (chord bearing N.53°17'54"E., 41.69 feet); thence Easterly, 161.80 feet along the arc of a reverse curve to the left having a radius of 3271.11 feet and a central angle of 02°50'03" (chord bearing S.84°05'58"E., 161.78 feet); thence Southerly, 71.62 feet along the arc of a reverse curve to the right having a radius of 30.00 feet and a central angle of 136°46'52" (chord bearing S.17°07'33"E., 55.78 feet); thence Southwesterly, 103.47 feet along the arc of a reverse curve to the left having a radius of 425.00 feet and a central angle of 13°56'58" (chord bearing S.44°17'24"W., 103.22 feet); thence Southwesterly, 14.20 feet along the arc of a compound curve to the left having a radius of 45.00 feet and a central angle of 18°04'56" (chord bearing S.28°16'26"W., 14.14 feet); thence Southwesterly, 31.70 feet along the arc of a reverse curve to the right having a radius of 55.00 feet and a central angle of 33°01'33" (chord bearing S.35°44'44"W., 31.27 feet); thence S.52°15'31"W., a distance of 3.61 feet; thence S.32°44'25"E., a distance of 5.04 feet; thence S.18°38'48"E., a distance of 144.41 feet; thence S.44°41'13"E., a distance of 50.34 feet; thence S.67°26'13"E., a distance of 81.45 feet; thence S.89°40'58"E., a distance of 79.17 feet to the **POINT OF BEGINNING**.

Containing 1.041 acres, more or less.

NOTES:

- The Bearings shown hereon are based on the West boundary of the Northeast 1/4 of Section 11, Township 40 South, Range 21 East, having a grid bearing of S.00°12'03"E. the grid bearings and coordinates as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 adjustment) for the West Zone of Florida, as established from a RTK GPS network.

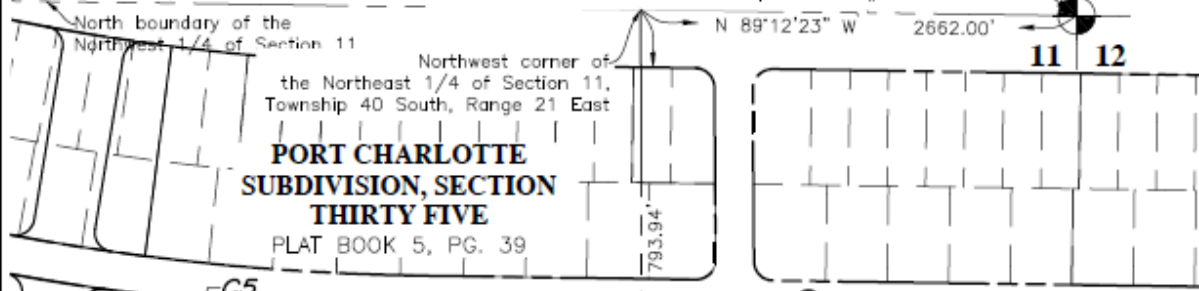
PROJECT: West Port		Prepared For: Continental 661 Fund LLC	
PHASE: West Port-Pod G1 Lake Easement		(Not A Survey)	
DRAWN: LAT	DATE: 10/25/21		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
David A. Williams		 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 GeoPoint Surveying, Inc.	
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423			
FILE PATH: F:\WESTPORT (MURDOCK VILLAGE)\POD G-2\DESCRIPTIONS\WEST PORT - LAKE EASEMENT-08.DWG			LAST SAVED BY: LOUIST
			01 of 03

U.S. 41 TAMiami TRAIL

Asphalt Pavement

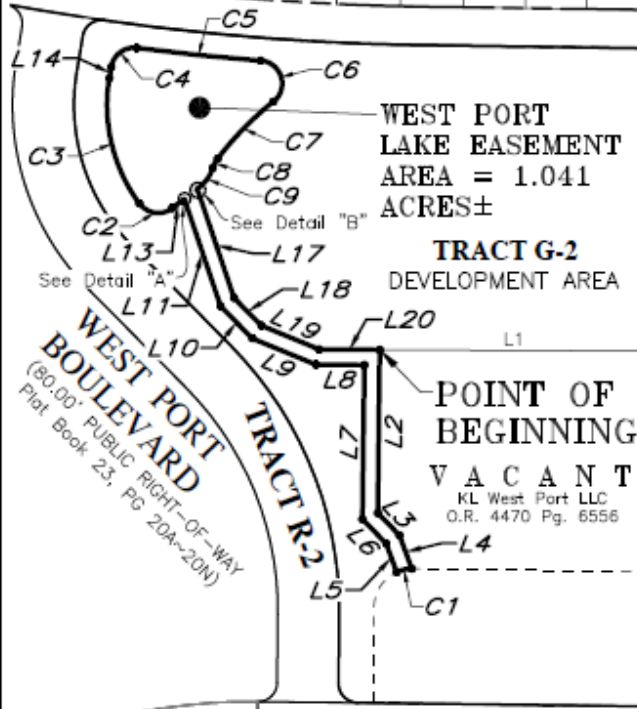
POINT OF COMMENCEMENT

Northeast corner of the Northeast 1/4 of Section 11 per C.C.R. #101345



PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE

PLAT BOOK 5, PG. 39



FRANKLIN AVENUE

(50.00' PUBLIC RIGHT-OF-WAY
PLAT BOOK 5, PG. 39)
Asphalt Pavement

WEST PORT

(PLAT BOOK 23, PAGES 20A~20N)

TRACT G-1

DEVELOPMENT AREA

TRACT E-2 DEVELOPMENT AREA



DETAIL "A"
SCALE: 1" = 10'



DETAIL "B"
SCALE: 1" = 10'



TRACT R-3

NORTH PORT HARBOR BOULEVARD

(FORMALLY McADAM AVENUE)
Asphalt Pavement

(Not A Survey)

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

GeoPoint
Surveying, Inc.

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT**

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

November 10, 2021

SWFWMD
2379 Broad Street
Brooksville, FL 34604

RE: West Port CDD Letter of Intent –SWFWMD ERP App ID/Permit No: 816421 / 43041576.007

VIA EMAIL

Dear _____,

I serve as Chairperson to the West Port Community Development District (“CDD”) and am writing on behalf of the CDD. Specifically, I am writing in response to your request for confirmation that the CDD has no objection to stormwater draining from the lands (“**Landowner Property**”) described in **Exhibit A** and into the stormwater ponds (“**Stormwater Ponds**”) that are described in **Exhibit B** and to confirm that the CDD intends to operate and maintain said Stormwater Ponds as part of the master storm system. Pursuant to the District’s Resolution 2020-30, the CDD operates the master stormwater system for the community as part of the CDD’s capital improvement plan. Accordingly, the CDD has no objection to the stormwater drainage plan, nor any necessary modification to the existing permit. Please accept this letter of intent, understanding that a formal easement document will need to be entered into at a later time.

If you have any questions, please do not hesitate to contact Craig Wrathell, District Manager, at 561-571-0010.

**West Port
Community Development District**


By: James P. Haervey
Its: Chairperson

EXHIBIT "A"

The Land referred to herein below is situated in the County of Charlotte, State of Florida and is described as follows:

A PART OF TRACT G OF WEST PORT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 23, PAGE 20A, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, DESCRIBED AS:

A parcel or tract of land lying in the State of Florida, County of Charlotte, being a part of Section 11, Township 40 South, Range 21 East, and being a part of Tract G of West Port, a subdivision being a replat of Lots 3 through 7 and 31 through 35, inclusive, in Block 1272 of Port Charlotte Subdivision Section Thirty-Five, together with a parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, as recorded in Plat Book 23, Page 20A of the public records of Charlotte County, Florida and more particularly described as follows: Commencing at the northwest corner of the northeast 1/4 of Section 11; thence, S 0°12'02" E, along the westerly line of the northeast 1/4 of Section 11, a distance of 399.84 feet, to the northerly line of Tract G of West Port; thence, S89°12'12" E, along the northerly line of Tract G, a distance of 181.80 feet, to a set 5/8" rebar with cap (LB 8267), being the Point of Beginning of the herein described parcel; thence, continuing S 89°12'12" E, along the northerly line of Tract G, a distance of 412.15 feet, to a found 4" x 4" concrete monument (Charlotte County); thence, continuing S 89°12'12" E, along the northerly line of Tract G, a distance of 658.40 feet, to a set 5/8" rebar with cap (LB 8267); thence, southeasterly, along the northeasterly line of Tract G and along a tangential curve to the right with a radius of 25.00 feet and an arc length of 38.77 feet, said curve being further defined by a long chord that bears S 44°46'32" E and measures a distance of 35.00 feet, to a set 5/8" rebar with cap (LB 8267); thence, S 0°20'51" E, along the easterly line of Tract G, a distance of 804.25 feet, to a set 5/8" rebar with cap (LB 8267); thence, southwesterly, along the southeasterly line of Tract G and along a tangential curve to the right with a radius of 25.00 feet and an arc length of 39.73 feet, said curve being further defined by a long chord that bears S 45°11'05" W and measures a distance of 35.68 feet, to a set 5/8" rebar with cap (LB 8267); thence, N 89°16'58" W, along the southerly line of Tract G, a distance of 1069.55 feet, to a set 5/8" rebar with cap (LB 8267); thence, N 0°20'51" W, crossing Tract G, a distance of 855.74 feet, to the Point of Beginning.

EXHIBIT B

Description Sketch
(Not A Survey)


DESCRIPTION: A parcel of land being a portion of Tract G of West Port as recorded in Plat Book 23, pages 20A through 20N of the public records of Charlotte County, Florida, and being more particularly described as follows:

BEGIN at the most Northwest Corner of said Tract G, said point also being on the west Right-of-way line of additional Right-of-way for Centennial Boulevard (Tract R-3) as dedicated per said plat of West Port, thence run along said West Right-of-way line the following three (3) courses 1) Southeastely 38.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet), 2) S.00°20'51"E., a distance of 804.25 feet, 3) Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet) to a point on the North additional Right-of-way line (Tract R-3) of North Port Harbor Boulevard per said plat of West Port, thence along said North Right-of-way line N.89°16'58"W., a distance of 1606.22 feet, thence leaving said North additional Right-of-way line N.00°43'02"E., a distance of 125.00 feet, thence Northeastely, 78.56 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 90°01'10" (chord bearing N.45°43'38"E., 70.72 feet); thence S.89°15'47"E., a distance of 1403.21 feet, thence Northeastely, 15.90 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 91°05'04" (chord bearing N.45°11'41"E., 14.28 feet); thence N.00°20'51"W., a distance of 609.71 feet to a point on the South Right-of-way line of Franklin Avenue as dedicated per Plat Book 5, Page 39 of the public records of Charlotte County, Florida, thence along said Right-of-way line S.89°12'12"E., a distance of 140.53 feet to the **POINT OF BEGINNING**.

Containing 9.10 acres, more or less

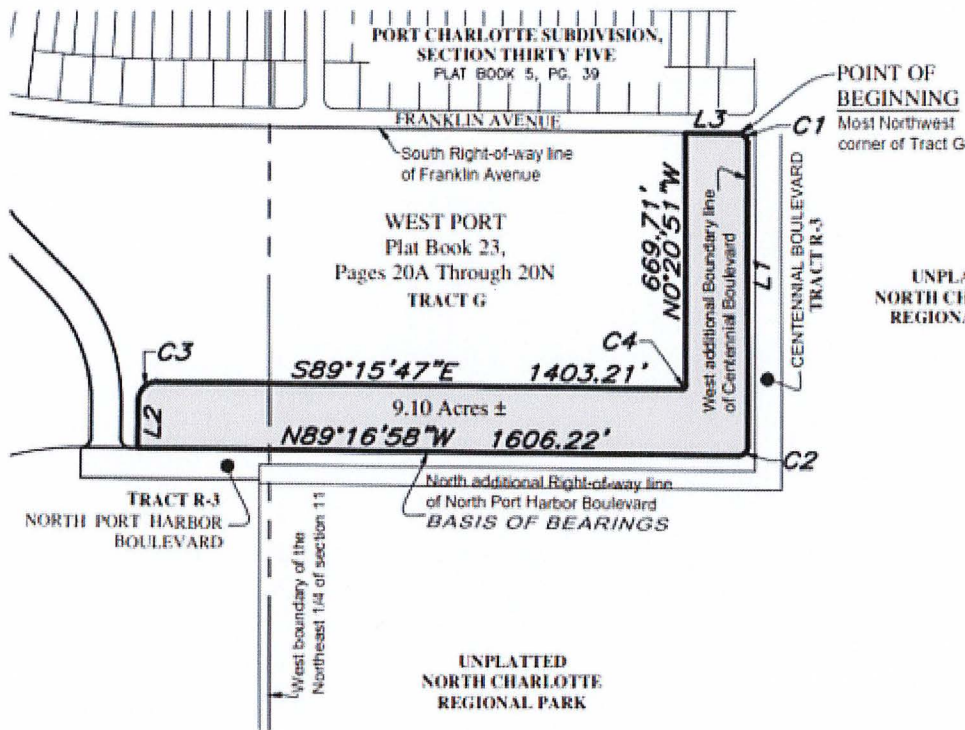
SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the North additional Right-of-way line of North Port Harbor Boulevard, having a grid bearing of 89°16'58"W. The grid bearings as shown hereon refers to the state plane coordinate system, North American Horizontal Datum of 1983 (NAD 83-2011 adjustment) for the West zone of Florida, as established from a RTK GPS network.
2. Not valid without the original signature and the original raised seal, or an electronic signature of a Florida licensed Surveyor and Mapper.
3. See Sheet 2 for Sketch and Curve and Line tables

PROJECT: WEST PORT TRACT G		PREPARED FOR: Kolter	
PHASE: IRRIGATION LAKE		(Not A Survey)	
DRAWN: ECH	DATE: 1/23/2021		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
David A. Williams		Signature Date	
FLORIDA PROFESSIONAL		1.86423	
SURVEYOR & MAPPER NO.		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 245-5583 Licensed Business No.: 187765 	
			01 of 02

Description Sketch

(Not A Survey)



CURVE DATA TABLE					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C2	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C3	50.00'	90°01'10"	78.56'	70.72'	N 45°43'38" E
C4	10.00'	91°05'04"	15.90'	14.28'	N 45°11'41" E

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°20'51" E	804.25'
L2	N 00°43'02" E	125.00'
L3	S 89°12'12" E	140.53'

LEGEND

- ± ----- More or Less
- L ----- Line tag
- C ----- Curve tag

Note: See Sheet 1 for legal description and Surveyors Notes.

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7763



TOGETHER WITH

Description Sketch

(Not A Survey)

DESCRIPTION:


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

COMMENCE at the Northeast corner of Section 11 per Certified Corner Record Number 101345, run thence along the North boundary line of said section N 89°12'23" W, a distance of 2662.00 feet, to the Northwest corner of the Northeast 1/4 of said Section, thence along West boundary line of the Northeast 1/4 of said Section; S 00°12'03" E a distance of 793.94 feet; thence N.89°40'58"W., a distance of 341.80 feet to the POINT OF BEGINNING; thence S.00°44'13"W., a distance of 212.33 feet; thence S.44°15'47"E., a distance of 40.44 feet; thence S.19°59'10"E., a distance of 46.59 feet; thence Westerly, 20.30 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 23°15'58" (chord bearing S.77°19'51"W., 20.16 feet); thence N.19°59'10"W., a distance of 39.72 feet; thence N.44°15'47"W., a distance of 44.42 feet; thence N.00°44'13"E., a distance of 200.47 feet; thence N.89°40'58"W., a distance of 62.95 feet; thence N.67°26'13"W., a distance of 89.40 feet; thence N.44°41'13"W., a distance of 58.98 feet; thence N.18°38'48"W., a distance of 146.56 feet; thence N.32°44'25"W., a distance of 0.82 feet; thence S.52°15'31"W., a distance of 19.83 feet; thence Westerly, 47.92 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 91°31'46" (chord bearing N.81°58'36"W., 42.99 feet); thence Northerly, 172.29 feet along the arc of a compound curve to the right having a radius of 217.00 feet and a central angle of 45°29'28" (chord bearing N.13°27'59"W., 167.80 feet); thence N.09°16'45"E., a distance of 14.38 feet; thence Northeasterly, 46.10 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 88°02'18" (chord bearing N.53°17'54"E., 41.69 feet); thence Easterly, 161.80 feet along the arc of a reverse curve to the left having a radius of 3271.11 feet and a central angle of 02°50'03" (chord bearing S.84°05'58"E., 161.78 feet); thence Southerly, 71.62 feet along the arc of a reverse curve to the right having a radius of 30.00 feet and a central angle of 136°46'52" (chord bearing S.17°07'33"E., 55.78 feet); thence Southwesterly, 103.47 feet along the arc of a reverse curve to the left having a radius of 425.00 feet and a central angle of 13°56'58" (chord bearing S.44°17'24"W., 103.22 feet); thence Southwesterly, 14.20 feet along the arc of a compound curve to the left having a radius of 45.00 feet and a central angle of 18°04'56" (chord bearing S.28°16'26"W., 14.14 feet); thence Southwesterly, 31.70 feet along the arc of a reverse curve to the right having a radius of 55.00 feet and a central angle of 33°01'33" (chord bearing S.35°44'44"W., 31.27 feet); thence S.52°15'31"W., a distance of 3.61 feet; thence S.32°44'25"E., a distance of 5.04 feet; thence S.18°38'48"E., a distance of 144.41 feet; thence S.44°41'13"E., a distance of 50.34 feet; thence S.67°26'13"E., a distance of 81.45 feet; thence S.89°40'58"E., a distance of 79.17 feet to the POINT OF BEGINNING.

Containing 1.041 acres, more or less.

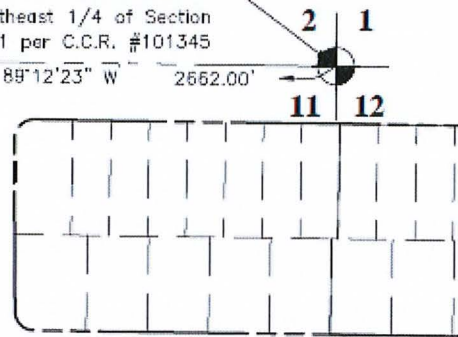
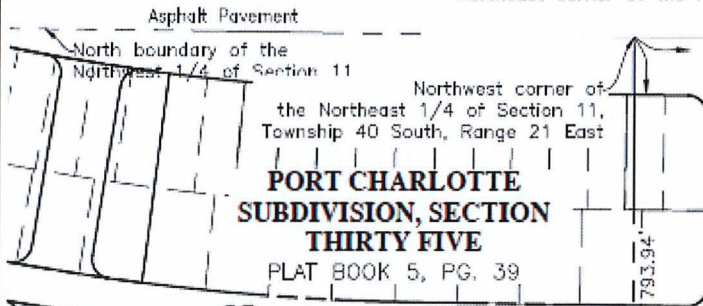
NOTES:

- The Bearings shown hereon are based on the West boundary of the Northeast 1/4 of Section 11, Township 40 South, Range 21 East, having a grid bearing of S.00°12'03"E. the grid bearings and coordinates as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 adjustment) for the West Zone of Florida, as established from a RTK GPS network.

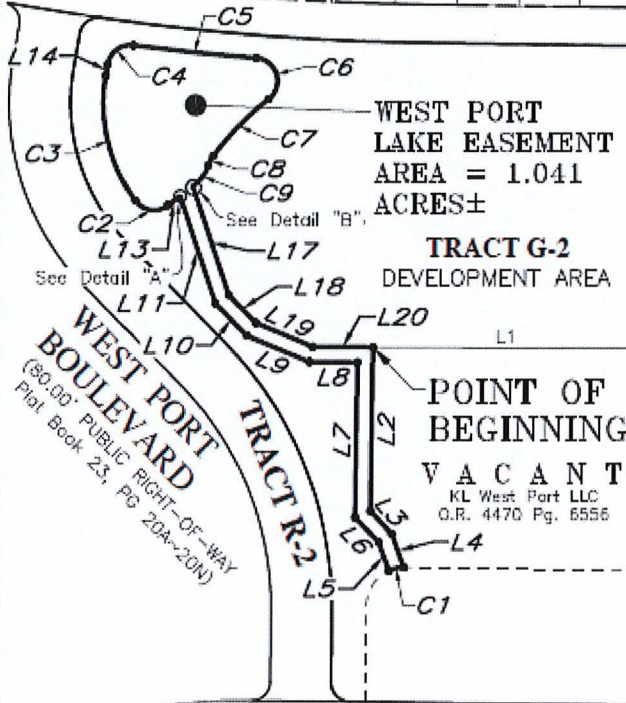
PROJECT: West Port		Prepared For: Continental 661 Fund LLC	
PHASE: West Port-Pod G1 Lake Easement		(Not A Survey)	
DRAWN: LAT	DATE: 10/25/21		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.	
FILE PATH: F:\WESTPORT (MURDOCK VILLAGE)\POD G-2\DESCRIPTIONS\WEST PORT - LAKE EASEMENT-06.DWG			LAST SAVED BY: LOUIST
			01 of 03

U.S. 41 TAMiami TRAIL

POINT OF COMMENCEMENT



**PORT CHARLOTTE
SUBDIVISION, SECTION
THIRTY FIVE**
PLAT BOOK 5, PG. 39



S 00°12'03\"/>

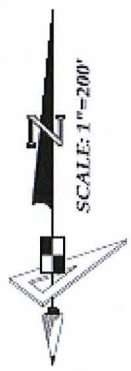
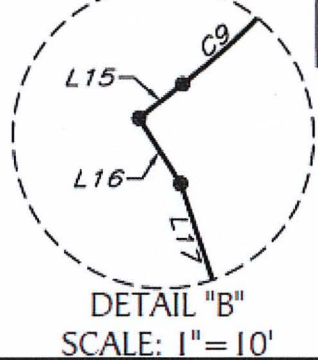
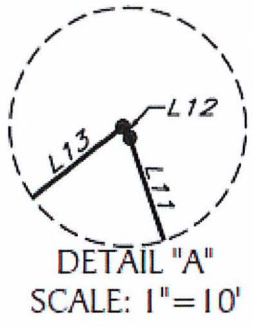
FRANKLIN AVENUE
(50.00' PUBLIC RIGHT-OF-WAY
PLAT BOOK 5, PG. 39)
Asphalt Pavement

WEST PORT
(PLAT BOOK 23, PAGES 20A~20N)
TRACT G-1
DEVELOPMENT AREA

TRACT E-2
DEVELOPMENT
AREA

North Boundary line of TRACT R-3
South Right of Way line of North Port Harbor Boulevard
East Boundary line of TRACT R-3

TRACT R-3
**NORTH PORT HARBOR
BOULEVARD**
(FORMALLY McADAM AVENUE)
Asphalt Pavement
(Not A Survey)



213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7763

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7



MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
(last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: September 7, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

Name of stormwater utility, if applicable:

Contact Person

Name:

Position/Title:

Email Address:

Phone Number:

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
If no, do you have another funding mechanism?
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
If Yes:
How many years does the plan(s) cover?
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
If Yes, does it include 100% of your facilities?
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Charlotte County, Florida; and

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

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

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

PASSED AND ADOPTED this 11th day of January, 2022.

ATTEST:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY GOVERNING WAYFINDING SIGNS; AUTHORIZING AN AGREEMENT AND ACCEPTING A BILL OF SALE FOR WAYFINDING SIGNS; ADDRESSING OPERATIONS AND MAINTENANCE EXPENSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, acquire, operate and maintain public improvements, and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, as part of the District’s “Capital Improvement Plan,” as described in the *Restated Master Engineer’s Report and 2021 Supplemental Engineer’s Report*, dated April 6, 2021, the District owns and operates certain hardscape, landscape and irrigation improvements within rights-of-way; and

WHEREAS, pursuant to that certain plat titled “West Port,” and recorded at Plat Book 23, Pages 20A et seq. of the Public Records of Charlotte County, Florida, the District has a non-exclusive easement over Tracts R-1, R-2, R-3, R-4 and R-5 for “ingress and egress, for the rights to operate, maintain, repair and replace all drainage, hardscaping, landscaping, irrigation and lighting features;” and

WHEREAS, the Developer desires to convey at no cost to the District certain Wayfinding Signs (“**Wayfinding Signs**”) for the community, on the terms set forth in that certain letter agreement (“**Letter Agreement**”) attached hereto as **Exhibit A**; and

WHEREAS, the District desires to accept, and own and operate, such Wayfinding Signs, pursuant to the Letter Agreement and the District “**Signage Policy**” set forth in **Exhibit B**;

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

1. **CONVEYANCE OF WAYFINDING SIGNS.** The District hereby authorizes the attached Letter Agreement for conveyance of the Wayfinding Signs, and accepts a bill of sale for the Wayfinding Signs, as set forth in **Exhibit A**.

2. **ADOPTION OF SIGNAGE POLICY.** The Signage Policy attached as **Exhibit B** is hereby adopted pursuant to this resolution as necessary for the conduct of District business.

3. **OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS.** The District Manager is hereby directed on an annual basis to prepare a budget, and proposed assessment schedule, for the Board’s consideration and providing for funding for the operations, maintenance, repair and replacement of the Wayfinding Signs.

4. **SEVERABILITY.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

5. **EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of January, 2022.

ATTEST:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson

Exhibit A: Letter Agreement and Bill of Sale

Exhibit B: Signage Policy

EXHIBIT A

_____, 2022

Board of Supervisors
West Port Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
ATTN: Craig Wrathell, District Manager

RE: Letter Agreement for Wayfinding Signs

Dear Craig and Board Supervisors,

Pursuant to that certain *Acquisition and Advanced Funding Agreement (Capital Improvement Plan)*, dated April 2, 2020 ("**Acquisition Agreement**"), we are writing to request that the District acquire from the KL West Port LLC ("**Developer**") certain community "**Wayfinding Signs**," as described in the attached Bill of Sale. The Developer has funded the construction and installation of the Wayfinding Signs at its own cost, and releases any claim under the Acquisition Agreement or otherwise for funding from the District for the construction and installation. That said, the Developer is asking that the District allow the Developer and home builders the ability to install signage panels on the Wayfinding Signs for so long as homes are being built and sold to end-users within the District. The Developer and/or home builders installing any such signage panel would be responsible for the costs of such installation, and the District would be responsible for the Wayfinding Sign monuments themselves.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below. Thank you for your consideration of this request.

Agreed to by:

Sincerely,

WEST PORT CDD

KL WEST PORT LLC

Chairman, Board of Supervisors

Name: _____
Title: _____

**BILL OF SALE
(FOR WAYFINDING SIGNS)**

THIS BILL OF SALE is made to be effective as of _____, 2022, by **KL West Port LLC** whose address for purposes hereof is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (“**Grantor**”), and the **West Port Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”), and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and their respective successors and assigns.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor in the following improvements (together, “**Improvements**”), to have and to hold for Grantee’s own use and benefit forever, including:

a. The wayfinding signs identified in **Exhibit A** attached hereto; and

b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the wayfinding signs; and

c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis. Grantor represents that Grantor has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee 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.

4. By execution of this document, Grantor affirmatively represents that Grantor has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

5. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered.

Signed, sealed and delivered by:

KL WEST PORT LLC

By: _____

Printed Name: James P. Harvey

Title: Authorized Signatory

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by James P. Harvey, as Authorized Signatory for KL West Port LLC. S/He [____] is personally known to me or [____] produced _____ as identification.

(Official Notary Seal)

Name: _____

Exhibit A – Description of Improvements

EXHIBIT B

SIGNAGE POLICY WEST PORT COMMUNITY DEVELOPMENT DISTRICT

1. **Purpose.** The West Port Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, *Florida Statutes* and to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The District owns and operates certain wayfinding signs, and related lighting and other improvements (together, “**Wayfinding Signs**”) within the District, and, pursuant to a letter agreement with KL West Port LLC (“**Developer**”), the District desires to establish a policy whereby the Developer and home builders (together, “**Builder**”) within the District may place signage panels (“**Signage Panels**”) advertising the sale of homes, and upon completion of the sale of homes by the Developer and/or home builders, the District may place its own replacement Signage Panels on the Wayfinding Signs directing traffic to neighborhoods within the District.
2. **Application.**
 - (a) Any Builder desiring to install a Signage Panel on the Wayfinding Signs shall submit to the District’s Manager an application which shall set forth in writing a complete description of the proposed Signage Panel, including:
 - i. The name, address and telephone number of the persons applying to use the Wayfinding Signs; and
 - ii. Complete description of the proposed Signage Panel, including size, lettering, materials, etc.
 - iii. A brief explanation showing how the Signage Panel would be consistent with the “**Signage Plan**,” which is attached hereto as **Exhibit 1**.
 - (b) Each applicant shall obtain and attach to the application the written consent for the display of such Signage Panel of the person having the right to use, and having the possession of, the signage content.
 - (c) Applications shall be considered on a first-come, first-served basis and may be denied due to lack of availability of space for signage, among other reasons. The District shall make reasonable efforts to fairly allocate space for all Builders to have access to space for Signage Panels on the Wayfinding Signs.
 - (d) The District’s Board shall approve or deny any such application, or may grant the District’s Manager the authority to approve or deny any such application. Any such approval or denial shall be evidenced in writing to the applicant, and any approval may be subject to any such conditions as the District determines in its sole discretion. Among other requirements, any Builder who is granted the right to install a Signage Panel shall enter into a License Agreement with the District, in a form substantially similar to **Exhibit 2**.

3. Limited Public Forum Status; Prohibited Signage.

- (a) The District's provision of the Wayfinding Signs does not provide or create a general public forum for expression. Rather, as noted, the District's fundamental purpose behind allowing Signage Panels is simply to allow Builders, and later the District, the ability to provide direction to travelers within the District.
- (b) In furtherance of that limited purpose, the District retains strict control over the nature of the proposed signage accepted, and finds that all such Signage Panels shall be limited to identifying Builder and/or neighborhoods within the District. Accordingly, the following content is not consistent with the limited purpose of the signage program and thus shall be prohibited:
 - i. Signage promoting obscene material, sexually-explicit material or illegal activities;
 - ii. Signage promoting religious or political material;
 - iii. Signage that is false or misleading;
 - iv. Signage that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal;
 - v. Signage that promotes any activity or product that is illegal under federal, state, or local law;
 - vi. Signage that contains any profane language, or that portrays images or descriptions of graphic violence;
 - vii. Signage that is demeaning or disparaging toward an individual, group of individuals, entity, or entities; and/or
 - viii. Signage that is harmful or disruptive to the District.

4. No Endorsement. The District's acceptance of signage from an applicant in no way constitutes an endorsement of the Builder, or the content or message of the signage.

5. License. With respect to any Builder who is granted the right to install a Signage Panel ("**Licensee**"), the District hereby grants to Licensee a license ("**License**") to access, install, repair and remove its Signage Panel on a Wayfinding Sign, subject to any conditions set forth in the District's written approval letter. Any such License is subject to the following terms and conditions:

- A.** All Signage Panels shall be accessed, installed, and maintained in full compliance with this policy, and applicable laws, regulations, and codes.
- B.** Licensee shall be fully responsible for the installation of its Signage Panels on the Wayfinding Sign and any damage, removal, or other incidentals associated with the installation, ongoing use, and/or removal of its Signage Panels.
- C.** Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's exercise of its rights under the License. Licensee shall be responsible for

returning the Wayfinding Signs, and any other affected property, to their original or better condition upon removal of licensed Signage Panels.

- D. Licensee and its contractors and/or subcontractors shall use due care in installing, repairing and replacing any Signage Panels and shall carry industry standard insurance, including worker's compensation insurance, employer's liability insurance, automobile liability insurance, and general commercial insurance in the amounts of at least \$1,000,000 each.
 - E. Any Builder who is granted the right to install a Signage Panel shall be responsible for all costs of installing, repairing and replacing the Signage Panel.
6. **Operations & Maintenance of Wayfinding Signs.** The District Manager on an annual basis shall prepare a budget, and proposed assessment schedule, for the Board's consideration and providing for funding for the operations, maintenance, repair and replacement of the Wayfinding Signs and Signage Panels. Builder shall pay any and all such operations and maintenance assessments imposed upon their properties for the right to use the Wayfinding Signs, which benefit all Builders.
7. **Project Completion.** As the Developer and/or home builders complete the sale of homes to end users, the District shall continue to own and operate the Wayfinding Signs, and may elect to discontinue any licenses to the Developer and/or home builders and instead place the District's own replacement Signage Panels on Wayfinding Signs in order to direct travelers to neighborhoods within the District.
8. **Reservation of Rights.** The District reserves the right to suspend, modify or revoke this policy as the District's Board deems necessary in its sole discretion to comply with legal mandates, to accommodate the primary purpose of this policy, or otherwise to further serve the best interests of the District. Further, the District reserves the right at any time to revoke any License granted hereunder, and for any or no reason.

EXHIBIT 1 – Signage Plan

EXHIBIT 2 – License Agreement

LICENSE AGREEMENT FOR SIGNAGE PANELS

Licensor: West Port Community Development District (“**District**” or “**Licensor**”)
Licensee: _____ (“**Licensee**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, the District does hereby grant to Licensee the rights (together, “**License**”) to access, install, repair and remove a Signage Panel on a Wayfinding Sign, consistent with (i) the District’s Resolution 2022-___ and related Signage Policy attached thereto, (ii) the plans attached hereto, and (iii) any conditions (if any) stated in the attachments hereto. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Signage Policy. Any such License is subject to the following terms and conditions:

- A.** All Signage Panels shall be accessed, installed, and maintained in full compliance with the Signage Policy, and applicable laws, regulations, and codes.
- B.** Licensee shall be fully responsible for the installation of its Signage Panels on the Wayfinding Sign and any damage, removal, or other incidentals associated with the installation, ongoing use, and/or removal of its Signage Panels.
- C.** Licensee shall maintain any Signage Panels in a manner consistent with community standards.
- D.** Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee’s exercise of its rights under the License. Licensee shall be responsible for returning the Wayfinding Signs, and any other affected property, to their original or better condition upon removal of licensed Signage Panels.
- E.** Licensee and its contractors and/or subcontractors shall use due care in installing, repairing and replacing any Signage Panels and shall carry industry standard insurance, including worker’s compensation insurance, employer’s liability insurance, automobile liability insurance, and general commercial insurance in the amounts of at least \$1,000,000 each.
- F.** Any Licensee who is granted the right to install a Signage Panel shall be responsible for all costs of installing, repairing and replacing the Signage Panel.

The District reserves the right to suspend, modify or revoke this License in the event Licensee fails to comply with the District’s Signage Policy or the provisions set forth herein.

Executed in multiple counterparts to be effective as of the ____ day of _____.

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Attachments: Proposed Signage Panel Plans
and any additional conditions to License

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept

and/or execute any such Conveyance Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 11th day of January, 2022.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2021**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2021**

	General Fund	Special Revenue Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS									
Cash	\$ 3,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,920
Investments									
Revenue	-	-	20,193	-	-	-	-	-	20,193
Reserve	-	-	192,034	194,394	265,631	-	-	-	652,059
Construction	-	-	-	-	-	31,136	532,764	-	563,900
Construction - townhomes	-	-	-	-	-	-	-	468,128	468,128
Construction - single family	-	-	-	-	-	-	-	529,143	529,143
Cost of issuance	-	-	5,752	10,004	10,001	-	-	-	25,757
Capitalized interest	-	-	-	35	18	-	-	-	53
Undeposited funds	48,429	-	19,191	-	-	-	-	-	67,620
Due from KLP West Port	14,772	-	-	-	-	-	-	-	14,772
Due from Forestar	28,313	-	-	-	-	-	-	-	28,313
Due from KL JAK WP	5,996	-	-	-	-	-	-	-	5,996
Due from general fund	-	273	976	270	-	-	-	-	1,519
Utility deposit	1,490	-	-	-	-	-	-	-	1,490
Total assets	<u>\$102,920</u>	<u>\$ 273</u>	<u>\$ 238,146</u>	<u>\$ 204,703</u>	<u>\$ 275,650</u>	<u>\$ 31,136</u>	<u>\$ 532,764</u>	<u>\$ 997,271</u>	<u>\$ 2,382,863</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$ 78,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,156
Contracts payable	-	-	-	-	-	-	-	17,137	17,137
Retainage payable	-	-	-	-	-	40,978	468,003	445,355	954,336
Due to Developer	-	-	8,061	-	-	-	-	-	8,061
Due to special revenue fund	273	-	-	-	-	-	-	-	273
Due to DSF - Series 2020	976	-	-	-	-	-	-	-	976
Due to DSF - Series 2020 Area 2	270	-	-	-	-	-	-	-	270
Accrued taxes payable	31	-	-	-	-	-	-	-	31
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	15,000
Total liabilities	<u>94,706</u>	<u>-</u>	<u>8,061</u>	<u>-</u>	<u>-</u>	<u>40,978</u>	<u>468,003</u>	<u>462,492</u>	<u>1,074,240</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	49,081	-	-	-	-	-	-	-	49,081
Total deferred inflows of resources	<u>49,081</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49,081</u>
FUND BALANCES									
Committed									
Debt service	-	-	230,085	204,703	275,650	-	-	-	710,438
Capital projects	-	-	-	-	-	-	64,761	534,779	599,540
Unassigned	(40,867)	273	-	-	-	(9,842)	-	-	(50,436)
Total fund balances	<u>(40,867)</u>	<u>273</u>	<u>230,085</u>	<u>204,703</u>	<u>275,650</u>	<u>(9,842)</u>	<u>64,761</u>	<u>534,779</u>	<u>1,259,542</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 102,920</u>	<u>\$ 273</u>	<u>\$ 238,146</u>	<u>\$ 204,703</u>	<u>\$ 275,650</u>	<u>\$ 31,136</u>	<u>\$ 532,764</u>	<u>\$ 997,271</u>	<u>\$ 2,382,863</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 445	\$ 445	\$ 92,995	0%
Landowner contribution - KL West Port	19,373	25,627	289,114	9%
Landowner contribution - Forestar	14,740	18,565	219,978	8%
Landowner contribution - KL JAX WP	8,002	10,175	119,416	9%
Total revenues	<u>42,560</u>	<u>54,812</u>	<u>721,503</u>	8%
EXPENDITURES				
Professional & administrative				
Supervisors	-	215	4,000	5%
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	1,889	1,889	25,000	8%
Engineering	-	-	3,500	0%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	2,250	0%
Dissemination agent	250	500	3,000	17%
DSF accounting				
Series 2020 - AA1	458	917	5,500	17%
Series 2020 - AA2	458	917	5,500	17%
Series 2021 - AA1	458	917	5,500	17%
Trustee	-	-	10,500	0%
Telephone	16	33	200	17%
Postage	40	65	500	13%
Printing & binding	42	83	500	17%
Legal advertising	-	-	1,200	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	430	454	1,200	38%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	210	210	210	100%
Tax collector	9	9	1,937	0%
Total professional & administrative	<u>8,260</u>	<u>19,559</u>	<u>131,377</u>	15%
Field operations (shared)				
Management	-	-	10,000	0%
Accounting	-	-	3,750	0%
Stormwater management				
Lake maintenance	-	1,230	20,300	6%
Preserve maintenance	-	-	3,000	0%
Streetlighting	22,424	22,424	116,880	19%
Irrigation supply				
Maintenance Contract	3,000	3,500	3,000	117%
Electricity	-	-	12,000	0%
Repairs and maintenance	-	-	2,500	0%
Effluent	-	-	50,000	0%

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Monuments and street signage				
Repairs and maintenance	-	-	4,000	0%
Electricity	-	-	2,500	0%
Holiday decorating	-	-	5,000	0%
Landscape maint.				
Maintenance contract	32,134	32,134	236,696	14%
Future landscape maintenance	-	-	24,000	0%
Mulch	-	-	60,000	0%
Plant replacement	-	-	29,000	0%
Irrigation repairs	-	-	2,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>57,558</u>	<u>59,288</u>	<u>590,126</u>	10%
Total expenditures	<u>65,818</u>	<u>78,847</u>	<u>721,503</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	(23,258)	(24,035)	-	
Fund balances - beginning	(17,609)	(16,832)	-	
Fund balances - ending	<u>\$ (40,867)</u>	<u>\$ (40,867)</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND AREA 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 279	\$ 279	\$ 58,266	0%
Landowner contribution - KL West Port	-	-	87,590	0%
Total revenues	<u>279</u>	<u>279</u>	<u>145,856</u>	0%
EXPENDITURES				
Field operations				
Landscape maintenance	-	-	116,392	0%
Plant replacement	-	-	10,000	0%
Irrigation repairs	-	-	2,500	0%
Streetlighting	-	-	15,000	0%
Accounting	-	-	750	0%
Total field operations	<u>-</u>	<u>-</u>	<u>144,642</u>	0%
Other fees & charges				
Tax collector	6	6	1,214	0%
Total other fees & charges	<u>6</u>	<u>6</u>	<u>1,214</u>	0%
Total expenditures	<u>6</u>	<u>6</u>	<u>145,856</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	273	273	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	<u>\$ 273</u>	<u>\$ 273</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 996	\$ 996	\$ 208,285	0%
Special assessment: off-roll	-	-	179,952	0%
Lot closing	19,191	39,320	-	N/A
Interest	5	9	-	N/A
Total revenues	<u>20,192</u>	<u>40,325</u>	<u>388,237</u>	10%
EXPENDITURES				
Debt service				
Principal	-	-	130,000	0%
Interest	126,296	126,296	252,593	50%
Total debt service	<u>126,296</u>	<u>126,296</u>	<u>382,593</u>	33%
Other fees & charges				
Tax collector	20	20	4,339	0%
Total other fees and charges	<u>20</u>	<u>20</u>	<u>4,339</u>	0%
Total expenditures	<u>126,316</u>	<u>126,316</u>	<u>386,932</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	(106,124)	(85,991)	1,305	
Fund balances - beginning	336,209	316,076	323,143	
Fund balances - ending	<u>\$ 230,085</u>	<u>\$ 230,085</u>	<u>\$ 324,448</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 ASSESSMENT AREA TWO BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 275	\$ 275	\$ 57,566	0%
Special assessment: off-roll	-	-	332,332	0%
Interest	7	14	-	N/A
Total revenues	<u>282</u>	<u>289</u>	<u>389,898</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	126,369	126,369	252,738	50%
Total debt service	<u>126,369</u>	<u>126,369</u>	<u>387,738</u>	33%
Other fees & charges				
Tax collector	4	4	1,199	0%
Total other fees and charges	<u>4</u>	<u>4</u>	<u>1,199</u>	0%
Total expenditures	<u>126,373</u>	<u>126,373</u>	<u>388,937</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(126,091)	(126,084)	961	
Fund balances - beginning	330,794	330,787	320,734	
Fund balances - ending	<u>\$ 204,703</u>	<u>\$ 204,703</u>	<u>\$ 321,695</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ 531,202	0%
Interest	9	18	-	N/A
Total revenues	<u>9</u>	<u>18</u>	<u>531,202</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	195,000	0%
Interest	150,387	150,387	318,522	47%
Total debt service	<u>150,387</u>	<u>150,387</u>	<u>513,522</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	(150,378)	(150,369)	17,680	
Fund balances - beginning	426,028	426,019	415,987	
Fund balances - ending	<u>\$ 275,650</u>	<u>\$ 275,650</u>	<u>\$ 433,667</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest and miscellaneous	\$ -	\$ 1
Total revenues	<u>-</u>	<u>1</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	1
Fund balances - beginning	(9,842)	(9,843)
Fund balances - ending	<u>\$ (9,842)</u>	<u>\$ (9,842)</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 ASSESSMENT AREA TWO BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 17	\$ 41
Total revenues	17	41
EXPENDITURES		
Capital outlay	128,713	128,713
Total expenditures	128,713	128,713
Excess/(deficiency) of revenues over/(under) expenditures	(128,696)	(128,672)
Fund balances - beginning	193,457	193,433
Fund balances - ending	\$ 64,761	\$ 64,761

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 62	\$ 171
Total revenues	62	171
EXPENDITURES		
Capital outlay	428,285	428,285
Total expenditures	428,285	428,285
Excess/(deficiency) of revenues over/(under) expenditures	(428,223)	(428,114)
Fund balances - beginning	963,002	962,893
Fund balances - ending	\$ 534,779	\$ 534,779

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT
MINUTES OF MEETING
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the West Port Community Development District held a Regular Meeting on October 12, 2021 at 12:00 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953 and via conference call at 1-888-354-0094, Participant Passcode: 943 865 3730.

Present were:

Christian Cotter	Vice Chair
Jim Manners	Assistant Secretary
Paul Martin	Assistant Secretary
Candice Smith	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Matt Morris	District Engineer
James Ratz (via telephone)	Forestar Group Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:01 p.m. Supervisors Cotter, Manners, Martin and Smith were present, in person. Supervisor Harvey was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Agreement with West Port Community Association for Maintenance of Neighborhood Improvements

Mr. Earlywine presented the Agreement with West Port Community Association (WPCA) for Maintenance of Neighborhood Improvements within Area Two. This was a zero-dollar Agreement wherein the WPCA would maintain the CDD's lawn improvements.

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On MOTION by Mr. Cotter and seconded by Mr. Martin, with all in favor, the Agreement with West Port Community Association for Maintenance of Neighborhood Improvements, in substantial form, was approved.

FOURTH ORDER OF BUSINESS

Ratification of Change Orders

Ms. Suit presented the following Change Orders previously executed by the Chair:

- A. No. 20: Stark Sullen Grading, Inc. [West Port Pod B, H and A] for \$275,605.93**
- B. No. 21: Stark Sullen Grading, Inc. [West Port Pod B, H and A] for \$136,245.03**
- C. No. 22: Stark Sullen Grading, Inc. [West Port Pod B, H and A] for \$28,192.25**
- D. No. 23: Stark Sullen Grading, Inc. [West Port Pod B, H and A] for \$133,339.54**

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, Change Orders No. 20 through No. 23, were ratified.

FIFTH ORDER OF BUSINESS

Ratification of Letter of Intent – SWFWMD ERP Permit

Ms. Suit presented a draft of the West Port CDD Letter of Intent – SWFWMD ERP Permit. Mr. Earlywine confirmed that he was finalizing the Letter of Intent.

On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the Letter of Intent – SWFWMD ERP Permit, in substantial form, was approved/ratified.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2021

Ms. Suit presented the Unaudited Financial Statements as of August 31, 2021.

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Unaudited Financial Statements as of August 31, 2021, were accepted.

SEVENTH ORDER OF BUSINESS

Consideration of September 14, 2021 Regular Meeting Minutes

83 Ms. Suit presented the September 14, 2021 Regular Meeting Minutes.

84

85 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
86 **September 14, 2021 Regular Meeting Minutes, as presented, were approved.**

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89 **EIGHTH ORDER OF BUSINESS**

Staff Reports

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91 **A. District Counsel: *K.E. Law Group, PLLC***

92 There was no report.

93 **B. District Engineer: *Morris Engineering and Consulting, LLC***

94 There was no report.

95 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 96 • **NEXT MEETING DATE: November 9, 2021 at 12:00 P.M.**

- 97 ○ **QUORUM CHECK**

98 Ms. Suit recapped that the November and December West Port CDD and Harbor Village
99 Center CDD meetings are cancelled, the Harbor Village CDD January meeting would include
100 deferred Organizational Meeting items and Public Hearings would be held at the March
101 meeting.

102

103 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

104

105 The Board and Staff discussed timing of the Harbor Village CDD bond closing, bond
106 issuance process, bond validation, the Engineer's Report and assessment information.

107

108 **TENTH ORDER OF BUSINESS**

Public Comments

109

110 There were no public comments.

111

112 **ELEVENTH ORDER OF BUSINESS**

Adjournment

113

114 There being nothing further to discuss, the meeting adjourned.

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116 **On MOTION by Mr. Martin and seconded by Mr. Manners with all in favor, the**
117 **meeting adjourned at 12:21 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

13C

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953

**Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2021	Regular Meeting	12:00 P.M.
November 9, 2021 CANCELED	Regular Meeting	12:00 P.M.
December 14, 2021 CANCELED	Regular Meeting	12:00 P.M.
January 11, 2022	Regular Meeting	12:00 P.M.
February 8, 2022	Regular Meeting	12:00 P.M.
March 8, 2022	Regular Meeting	12:00 P.M.
April 12, 2022	Regular Meeting	12:00 P.M.
May 10, 2022	Regular Meeting	12:00 P.M.
June 14, 2022*	Regular Meeting	12:00 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
July 12, 2022*	Regular Meeting	12:00 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
August 9, 2022	Regular Meeting	12:00 P.M.
September 13, 2022	Public Hearing & Regular Meeting	12:00 P.M.