

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

AUGUST 19, 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NE 37th STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

July 12, 2025

Board of Supervisors

Esplanade at Wellen Park Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Esplanade at Wellen Park Community Development District will be held on **Tuesday, August 19, 2025, at 2:00 p.m.** at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

The following Webex link and telephone number are provided to join/watch the meeting remotely.

<https://districts.webex.com/districts/j.php?MTID=m62ea06dfca275d46bec6b929d72a0f5f>

Access Code: **2332 472 5952**, Event password: **Jpward**

Phone: **408-418-9388**, Access code **2332 472 5952**, password: **Jpward** to join the meeting.

The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

Agenda Items

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. June 18, 2025 – Landowners Meeting.
 - II. June 18, 2025 – Organizational Meeting.
3. **PUBLIC HEARINGS.**
 - I. **FISCAL YEAR 2025 and 2026 BUDGET.**
 - a) Public Comment and Testimony.
 - b) Board Comment and Consideration.
 - c) Consideration of **Resolution 2025-22**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District adopting the annual appropriation and budget for Fiscal Year 2025 and Fiscal Year 2026.

- II. **CONFIRMING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES.**
- a) Public Comment and Testimony.
 - b) Board Comment and Consideration.
 - c) Consideration of **Resolution 2025-23**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District confirming the District's intent to utilize the Uniform Method of levying, collecting, and enforcing non-ad valorem assessments which may be levied by the LT Ranch South Community Development District.
4. Consideration of a Budget Funding Agreement between Taylor Morrison of Florida, Inc., and the District to fund the District's Fiscal Year 2025 & 2026 General Fund Operating Budgets in lieu of the District levying assessments.
5. Consideration of **Resolution 2025-24**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District declaring special assessments, designating the nature and location of the proposed improvements, declaring the total estimated cost of the improvements the portion to be paid by assessments, and the manner and timing in which the assessments are to be paid, designating the lands upon which the assessments shall be levied, providing for an assessment plat and a preliminary assessment roll, addressing the setting of a public hearing for **Tuesday, October 14, 2025 at 2:00 P.M.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**, and providing for publication.
6. Consideration of **Resolution 2025-25**, a Resolution of the Esplanade at Wellen Park Community Development District Authorizing the issuance of its Capital Improvement Revenue Bonds, in one or more Series, in an aggregate principal amount not exceeding \$98,365,000 to finance the cost of public infrastructure and facilities benefiting District Lands and/or acquiring related interests in land and for refunding purposes; approving the form of a Master Trust Indenture relating to the Bonds and authorizing execution of the Master Trust Indenture; providing for indentures supplemental thereto; appointing a Trustee, Paying Agent and Bond Registrar for the Bonds; Approving the form of and authorizing execution of the Bonds; Authorizing the application of the proceeds of the Bonds; Authorizing Judicial validation of the Bonds; providing for severability; and providing an effective date.
7. Consideration of **Resolution 2025-26**, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Esplanade at Wellen Park Community Development District, and providing for an effective date.
8. Ranking of engineering proposals to serve as District Engineer and consideration and approval of a Master Engineering Services Agreement.
- a) Ranking of engineering proposals.
 - b) Consideration and approval of the form of Master Engineering Services Agreement between the Esplanade at Wellen Park Community Development District and the chosen firm for Engineering Services.

9. Staff Reports

- I. District Attorney.
- II. District Engineer.
- III. District Manager.

a) ***Board Meeting Dates for Balance of Fiscal Year 2025-2026.***

i. Public Hearings:

- 1. Initial Capital Assessments – **Tuesday, October 14, 2025, at 2:00 P.M.**

10. Supervisor's Requests.

11. Public Comments.

The public comment period is for items not listed on the Agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

12. Adjournment.

Summary of Agenda

The first order of business is to call to order the meeting and conduct the roll call.

The second order of business is the consideration of the minutes of the Esplanade at Wellen Park Community Development District Board of Supervisors Landowners and Organizational Meetings held on June 18, 2025.

The third business deals with the two (2) required Public Hearings to consider: (a) the adoption of the District's Fiscal Year 2025 & Fiscal Year 2026 Budgets (**Resolution 2025-22**), and (b) confirming and approving the District's intent to use the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments (**Resolution 2025-23**).

Each Public Hearing is conducted in parts. First, the District's Staff will make a presentation on the purpose of the Public Hearing itself. At the completion of the staff presentation, the Board will be asked by the District's Staff to open the Public Comment/Testimony portion of the hearing. This is the time that any member of the public will be asked if he/she has any comments, questions, and/or testimony to provide to the Board. All questions will be limited to ONLY this item, and speakers will be asked to state their name of record, and to ask questions or make comments related to the assessments and/or financing, and then the Board or Staff will respond accordingly.

Generally, the Board will limit a speaker to no more than three (3) minutes, to afford the opportunity for all to be heard during the Public Comment portion of the hearing.

At the conclusion of the Public Comment/Testimony portion, the Board will close the Public Hearing, and no further comments, questions, and/or testimony will be heard by the Board at the close of the hearing.

The next portion of the Public Hearing will be for the Board Comment portion of the hearing, where the Board may fully discuss and make any comments that they determine appropriate or to ask the District's Staff any questions that they may have that either came up during the Public Comment/Testimony portion of the hearing, or that the Board may have related to the relevant resolution to be adopted. The staff will be prepared to address any questions from the Board.

At the conclusion of the Board Comment section of the Public Hearing, the final step in the process is to adopt the relevant resolution being presented, **Resolution 2025-22**, or **Resolution 2025-23** respectively.

8.I. The first Public Hearing deals with the adoption of the Fiscal Year 2025 and Fiscal Year 2026 Budgets which includes the General Fund operations. For background, the Board approved the Fiscal Year 2025 & 2026 Budgets at the June 18, 2025, meeting, solely for the purpose of permitting the District to move through the process towards this hearing to adopt the Budget and set the final assessment rates for the ensuing Fiscal Year.

Once that is concluded, the Board will consider **Resolution 2025-22**, which adopts the annual appropriation and Budgets for the District.

8.II. The second Public Hearing and final Public Hearing deals with the District's intent to use the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments. At the conclusion of the second Public Hearing, I will ask the Board to consider and adopt **Resolution 2025-23**, which expresses the District's intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non- Ad Valorem Assessments which may be levied by the Esplanade at Wellen Park Community Development District in accordance with Section 197.3632, Florida Statutes; providing a severability clause; and providing an effective date.

At the conclusion of the second Public Hearing, I will ask the Board to consider and adopt **Resolution 2025-23**.

The fourth order of business is the consideration of a funding agreement between the Taylor Morrison of Florida, Inc., and the Esplanade at Wellen Park Community Development District, for the Operations and Maintenance General fund for Fiscal Years 2025 and Fiscal Year 2026.

The fifth order of business is the consideration of **Resolution 2025-24**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District declaring special assessments, designating the nature and location of the proposed improvements, declaring the total estimated cost of the improvements the portion to be paid by assessments, and the manner and timing in which the assessments are to be paid, designating the lands upon which the assessments shall be levied, providing for an assessment plat and a preliminary assessment roll, addressing the setting of a public hearing for **Tuesday, October 14, 2025, at 2:00 P.M.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**, and providing for publication.

The sixth order of business is the Consideration of **Resolution 2025-25**, a Resolution of the Esplanade at Wellen Park Community Development District Authorizing the issuance of its Capital Improvement Revenue Bonds, in one or more Series, in an aggregate principal amount not exceeding \$98,365,000 to finance the cost of public infrastructure and facilities benefiting District Lands and/or acquiring related interests in land and for refunding purposes; approving the form of a Master Trust Indenture relating to the Bonds and authorizing execution of the Master Trust Indenture; providing for indentures supplemental thereto; appointing a Trustee, Paying Agent and Bond Registrar for the Bonds; Approving the form of and authorizing execution of the Bonds; Authorizing the application of the proceeds of the Bonds; Authorizing Judicial validation of the Bonds; providing for severability; and providing an effective date.

The seventh order of business is the consideration of **Resolution 2025-26**, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Esplanade at Wellen Park Community Development District, and providing for an effective date.

The eighth order of business is the consideration of the ranking of the engineering proposals that were received in response to the District's request for qualifications. There were two (2) proposals received, which were from the Engineering Firms; Atwell Engineering, and Alliant. The required procedure requires the Board to rank the proposals, (non-price based) based on each firm's qualifications, and I have enclosed an engineering ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, staff must then negotiate a contract with the number one ranked firm and that proposed agreement will then be brought to the Board.

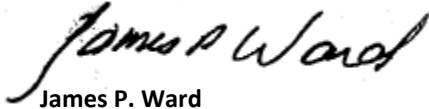
In order to shorten the process somewhat, I have enclosed a form of engineering services agreement that I will ask the Board to approve, subject only to non-substantive changes that may be needed once I review the agreement with the number one (1) ranked firm.

The ninth order of business are staff reports by the District Attorney, District Engineer, and District Asset Manager. The District Manager will review important meeting dates for the remainder of the Fiscal Year.

The remainder of the agenda is general in nature and if you have any questions and/or comments before the meeting, please do not hesitate to contact me directly by phoning (954) 658-4900.

Sincerely,

Esplanade at Wellen Park Community Development District



James P. Ward
District Manager

The Meetings for Fiscal Year 2025/2026 are as follows:

August 19, 2025	September 9, 2025
October 14, 2025	November 11, 2025
December 9, 2025	January 13, 2026
February 10, 2026	March 10, 2026
April 14, 2026	May 12, 2026
June 9, 2026	July 14, 2026
August 11, 2026	September 8, 2026

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**MINUTES OF MEETING
ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners Meeting of the Esplanade at Wellen Park Community Development District was held on Wednesday, June 18, 2025, at 9:00 A.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.

Landowner Present:

John Wollard

Also present was:

James P. Ward

JPWard & Associates

Audience:

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE
TRANSCRIBED IN *ITALICS*.**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. James Ward called the meeting to order at approximately 9:10 a.m.

SECOND ORDER OF BUSINESS

Election of Chairperson

Election of a Chairperson for the Purpose of Conducting the Landowner's Meeting

Mr. Ward indicated John Wollard was present as the landowner representing Taylor Morrison. He asked if Mr. Wollard wished to serve as Chairperson.

Mr. Wollard indicated he would serve as Chair but asked Mr. Ward to conduct the meeting.

THIRD ORDER OF BUSINESS

Election of Supervisors

- a) **Determination of the Number of Voting Units Represented or Assigned by Proxy**
- b) **Nominations of Supervisors (Five Positions)**
- c) **Casting of Ballots**
- d) **Ballot Tabulations and Results**

Mr. Ward explained the purpose of today's meeting was to elect five individuals to serve on the Board. He indicated he had a landowner's proxy from Taylor Morrison, assigning Mr. Wollard 444 votes. He asked Mr. Wollard to nominate five individuals to serve on the Board.

Mr. Wollard nominated himself, Ron Schweid, Wayne Ransom, Adam Dirkhising, and Eric van Schaik.

Mr. Ward provided Mr. Wollard with a ballot to fill out.

Mr. Wollard filled out the ballot and returned the ballot to Mr. Ward.

Mr. Ward read the ballot into the record: John Wollard, Ron Schweid and Eric van Schaik received 444 votes and would serve four-year terms; Wayne Ransom and Adam Dirkhising received 1 vote and would serve two-year terms.

FOURTH ORDER OF BUSINESS

Landowners' Questions or Comments

Landowners' Questions or Comments

Mr. Ward asked if there were any questions or comments; there were none.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately 9:12 a.m.

Esplanade at Wellen Park Community Development
District

James P. Ward, Secretary

John Wollard, Chairperson

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**MINUTES OF MEETING
ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT DISTRICT**

The organizational meeting of the Board of Supervisors of the Esplanade at Wellen Park Community Development District was held on Wednesday, June 18, 2025, at 9:00 A.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.

Present and constituting a quorum:

John Wollard	Chairperson
Ron Schwied	Vice Chairperson
Adam Dirkhsing	Assistant Secretary
Eric van Schaik	Assistant Secretary

Absent:

Brian Hughes	Assistant Secretary
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Also present were:

James P. Ward	District Manager
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Audience:

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE TRANSCRIBED IN *ITALICS*.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. James Ward called the meeting to order at approximately 9:22 a.m. He conducted roll call; all Members of the Board elected at the Landowner's Meeting were present, with the exception of Supervisor van Schaik and Supervisor Hughes, constituting a quorum.

SECOND ORDER OF BUSINESS

Notice of Advertisement

Notice of Advertisement of Landowners and Organizational Meeting

THIRD ORDER OF BUSINESS

Administration of Oath

Administration of Oath of Office for the Board of Supervisors of the Esplanade at Wellen Park Community Development District following the Landowners Election

a) Oath of Office**b) Guide to the Sunshine Amendment and Code of Ethics****c) Form 1 – Statement of Financial Interests**

Mr. Ward, as a notary public, administered the Oath of Office to the newly elected Board Members, John Wollard, Ron Schwied, Adam Dirkhising, and Eric van Schaik, who filled out the Oath and returned it to Mr. Ward for notarization and inclusion in the record.

Mr. Ward indicated he would take a short three minute break at this time. After a few minutes the meeting resumed.

Mr. Wayne Ransom, although elected at the Landowner's meeting, did not fill out the Oath of Office and officially resigned from the Board.

Mr. Ward discussed the Sunshine Amendment, Code of Ethics, ethics training requirements, public record laws, as well as Form 1 and how to file Form 1. He indicated questions should be directed to himself (James Ward) or Jere Earlywine or Ashley Ligas (District Attorneys). He indicated he would send out emails with links, instructions, and reminders regarding filing Form 1 and completing the ethics training requirements. He recommended the Board Members not use work emails when registering for Form 1 and ethics training.

Mr. Ward asked who the Board wished to appoint to replace Mr. Ransom; the Board chose to appoint Brian Hughes to fill Mr. Ransom's seat.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Brian Hughes was appointed to the Board.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2025-1****Consideration of Resolution 2025-1, a Resolution of the Board of Supervisors Designating Officers of the Esplanade at Wellen Park Community Development District following the Landowners' Election**

Mr. Ward asked how the Board wished to designate the officers of the Board.

The Board chose to designate John Wollard as Chairperson, Ron Schweid as Vice Chairperson with the remainder of the Board Members as Assistant Secretaries and James Ward as Secretary and Treasurer.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-1 was adopted, and the Chair was authorized to sign.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2025-2**

Consideration of Resolution 2025-2, a Resolution of the Board of Supervisors canvassing and certifying the results of the landowners' election of Supervisors held pursuant to Section 190.006(2), Florida Statutes

Mr. Ward stated this Resolution canvassed and certified the results of the landowner's election. He indicated in Seat 1 would be John Wollard with 444 votes, in Seat 2 would be Ron Schweid with 444 votes, and Wayne Ransom resigned. He asked Ms. Ashley Ligas about how the situation should be handled since Mr. Ransom resigned.

Ms. Ashley Ligas asked for the results to be canvassed and certified without Mr. Ransom's name since Mr. Ransom resigned before the results were canvassed and certified.

Mr. Ward agreed and continued, Seat 3 would be left empty due to Mr. Ransom's resignation, then in Seat 4 would be Adam Dirkhising and in Seat 5 would be Eric van Schaik. He said the number of votes would be 444 for Mr. Wollard and Mr. Schweid, and Mr. Dirkhising and Mr. Van Schaik would have 1 vote. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-2 was adopted, and the Chair was authorized to sign.

Based upon advice from Ms. Ligas, Mr. Ward indicated he wished to amend Resolution 2025-2 to include Mr. Brian Hughes. He called for a motion to reconsider Resolution 2025-2.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-2 was reconsidered.

Mr. Ward explained in section 1 of Resolution 2025-2 Seat 3 would be vacant, but in section 2 where the results of the election were canvassed and certified, John Wollard would serve a 4-year term, Ron Schweid would serve a 4-year term, Brian Hughes would serve a 2-year term, Adam Dirkhising would serve a 2-year term, and Eric van Schaik would serve a 2-year term.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-2 was adopted as amended, and the Chair was authorized to sign.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-

Consideration of Resolution 2025-, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Esplanade at Wellen Park Community Development District, and providing for an effective date

This Resolution was not considered during the meeting.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-3

Consideration of Resolution 2025-3, a Resolution of the Board of Supervisors retaining JPWard & Associates, LLC, as the District Manager

Mr. Ward indicated there were five professional firms the District would use to operate itself, the first was the District Manager which was his firm (JPWard & Associates), Kutak Rock would act as District Counsel, Atwell Engineering would act as an Interim District Engineer until the Request for Proposal process could be completed, and at some point in the future a permanent engineer would be chosen, MBS Capital Markets would act as District Underwriter, and Holland and Knight would act as District Counsel. He stated these were the subjects of the next several Resolutions and he would ask for motions for each. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-3 was adopted, and the Chair was authorized to sign.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-4

Consideration of Resolution 2025-4, a Resolution of the Board of Supervisors retaining Kutak Rock, LLC, as District Counsel

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-4 was adopted, and the Chair was authorized to sign.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-5

Consideration of Resolution 2025-5, a Resolution of the Board of Supervisors designating ATWELL LLC, as interim District Engineer, and authorizing the preparation of the District's Engineer's Report for the Capital Improvement Program for the District

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-5 was adopted, and the Chair was authorized to sign.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2025-6

Consideration of Resolution 2025-6, a Resolution of the Board of Supervisors designating MBS Capital Markets as District Underwriter

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-6 was adopted, and the Chair was authorized to sign.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-7

Consideration of Resolution 2025-7, a Resolution of the Board of Supervisors designating Holland & Knight as Bond Counsel

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-7 was adopted, and the Chair was authorized to sign.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2025-8

Consideration of Resolution 2025-8, a Resolution of the Board of Supervisors designating the Registered Agent, designating the office of the Registered Agent, and designation of the office of record for Esplanade at Wellen Park Community Development District

Mr. Ward stated Resolution 2025-8 designated the Registered Agent and Registered Office for the District for purposes of ensuring invoices from the Department of Economic Opportunity, were received, etc. He stated he would act as Registered Agent and his office as the Registered Office. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-8 was adopted, and the Chair was authorized to sign.

THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-9

Consideration of Resolution 2025-9, a Resolution of the Board of Supervisors setting forth the policy regarding the support and legal defense of the Board of Supervisors and District officers

Mr. Ward stated this Resolution basically said in the event the Board of Supervisors were involved in any litigation, and it happened prior to a board meeting, the District Manager and District Attorney were authorized to defend the litigation prior to the time a board meeting could be held.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-9 was adopted, and the Chair was authorized to sign.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2025-10****Consideration of Resolution 2025-10, a Resolution of the Board of Supervisors adopting an electronic records policy and policy on the use of electronic signatures**

Mr. Ward stated the policy attached was exactly the same as was codified in state law. He noted periodically he would go through and amend this resolution, but the resolution allowed for updates to the electronic policy to the extent that they occurred by law. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-10 was adopted, and the Chair was authorized to sign.

FIFTEENTH ORDER OF BUSINESS**Consideration of Resolution 2025-11****Consideration of Resolution 2025-11, a Resolution of the Board of Supervisors designating a Qualified Public Depository pursuant to Chapter 280 Florida Statutes, authorizing signatories on the account, authorizing the number of the signatories on the qualified depository account**

Mr. Ward stated there were a number of banks in the State authorized to hold funds for public agencies. He recommended the use of Truist, the bank he used for all of his CDDs. He said the authorized signatures on the account would be the Chairman and himself (James Ward) for the depository account. He noted this would be different than when the CDD issued bonds, it would have a trustee bank to hold the bond funds. He stated Truist would only hold the operating funds for the CDD. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-11 was adopted, and the Chair was authorized to sign.

SIXTEENTH ORDER OF BUSINESS**Consideration of Resolution 2025-12****Consideration of Resolution 2025-12, a Resolution of the Board of Supervisors authorizing the District Manager to advertise a Request for Qualification (RFQ), pursuant to the Chapter 287.055 F.S. (Consultants Competitive Negotiations Act) for a District Engineer**

Mr. Ward stated this Resolution authorized the District Manager to submit the request for qualifications for the District Engineer. He said statute was amended years ago to require all governmental agencies

to accept qualification based proposals from engineers, not price based. He noted these would be ranked and the number one firm would be selected to enter into an agreement with the CDD.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-12 was adopted, and the Chair was authorized to sign.

SEVENTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-13

Consideration of Resolution 2025-13, a Resolution of the Board of Supervisors providing for the Public's opportunity to be heard, designating a public comment period, designating a procedure to identify individual seeking to be heard, addressing public decorum, addressing exceptions

Mr. Ward stated essentially there would be two points on the agenda during which the public could provide input, one was during an agenda item, and one was at the end of the meeting for any matter not on the agenda. He stated there was a 3 minute time limit at the discretion of the Chairperson who could extend or decrease the time limit as deemed appropriate. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-13 was adopted, and the Chair was authorized to sign.

EIGHTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-14

Consideration of Resolution 2025-14, a Resolution of the Board of Supervisors designating the Regular Meeting dates, time, and location for the remainder of Fiscal Year 2025. The proposed meeting schedule will be for the second Tuesday of each month at 2:00 P.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232

Mr. Ward stated the meetings were scheduled for the second Tuesday of each month at 2:00 p.m. at the offices of Taylor Morrison. He explained this resolution did not bind the Board to the dates, time or location; the Board could make changes to the schedule as it deemed appropriate. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-14 was adopted, and the Chair was authorized to sign.

NINETEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-

Consideration of Resolution 2025-, a Resolution of the Board of Supervisors, ratifying actions of the District Manager in designating the date, time, and location for the Landowners Meeting for

Wednesday, June 18, 2025, at 9:00 A.M., at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232

Mr. Ward stated this item was a repeat item and did not need consideration.

TWENTIETH ORDER OF BUSINESS

Consideration of Resolution 2025-15

Consideration of Resolution 2025-15, a Resolution of the Board of Supervisors designating a date, time, and location of a public hearing regarding the District's intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem special assessments as authorized by Section 197.3632, Florida Statutes. The Public Hearing is scheduled for Tuesday, August 19, 2025, at 2:00 p.m., at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232

Mr. Ward explained in order to put assessments on the tax rolls annually, a process notifying the Property Appraiser and Tax Collector of the CDD's intent to use the Uniform Method of Collection was necessary, and this was accomplished through a public hearing. He said this resolution set up the public hearing for August 19, 2025 at 2:00 p.m. at the offices of Taylor Morrison. He indicated once the public hearing was held, a resolution would be adopted which would allow the CDD to notify the Property Appraiser and Tax Collector of the CDD's intent to utilize the Uniform Method of Collection and put the assessments on the November tax bills and notified the State of the same. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-15 was adopted, and the Chair was authorized to sign.

TWENTY-FIRST ORDER OF BUSINESS

Consideration of Resolution 2025-16

Consideration of Resolution 2025-16, a Resolution of the Board of Supervisors adopting the Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes

Mr. Ward stated this resolution was related only to general fund investments; there was a procedure which allowed the CDD to use certain methods to invest the general funds. He said statute required these investment guidelines to be established for the general fund. He noted the bond funds would have their own specific criteria regarding investment. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-16 was adopted, and the Chair was authorized to sign.

TWENTY-SECOND ORDER OF BUSINESS

Consideration of Resolution 2025-17

Consideration of Resolution 2025-17, a Resolution of the Board of Supervisors granting authority to the Chairperson or Vice Chairperson to execute real and personal property conveyances and dedications documents, and plats and other document related to the development of the District's improvements, subject to the approval of the District Manager, District Engineer and District Counsel is legal, consistent with the District's improvement plan and necessary for the development of the Improvements

Mr. Ward stated generally, once the Chairman or Vice Chairman signed the documents, the documents would be brought back to the Board for ratification at a future board meeting. He explained this allowed the CDD to keep the business of the District moving forward. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-17 was adopted, and the Chair was authorized to sign.

TWENTY-THIRD ORDER OF BUSINESS

Consideration of Resolution 2025-18

Consideration of Resolution 2025-18, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District authorizing the execution and delivery of an agreement regarding the acquisition of certain products, infrastructure and real property; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such agreement; and providing for severability, conflicts, and an effective date

Mr. Ward stated this authorized the District to enter into agreements for the acquisition of property, real property or conveyances of infrastructure. He stated generally this occurred before bond issuance, or during the bond issuance, and conveyances were needed to have acquisitions done from bond proceeds in the future. He explained the Chairman would sign the documents at the time that the CDD did these types of conveyances, and the conveyances would generally be brought back to the Board for ratification. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-18 was adopted, and the Chair was authorized to sign.

TWENTY-FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-19

Consideration of Resolution 2025-19, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District; authorizing the execution and delivery of a Temporary Construction Easement; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such Easement; and providing for severability, conflicts, and an effective date

Mr. Ward noted this was authorization of a temporary construction easement. He explained that between now and the time that infrastructure was constructed, easements were needed to acquire

some of the infrastructure. He said it was primarily related to utility facilities, things which needed to be turned over to the CDD and then sent on to the County for ownership, operation and maintenance. He explained to do this, an underlying fee title or an easement to the land was needed and this was what temporary construction easements were used for. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-19 was adopted, and the Chair was authorized to sign.

TWENTY-FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-20

Consideration of Resolution 2025-20, a Resolution of the Board of Supervisors approving the Fiscal Year 2025 Proposed Budget for and setting a Public Hearing for Tuesday, August 19, 2025, at 2:00 p.m., at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232

Mr. Ward stated this resolution would set the public hearing for August 19, 2025 at 2:00 p.m. at the offices of Taylor Morrison. He said the resolution did not bind the Board to anything within the budget; the budgets were initially going to be funded by agreements with the developer for purposes of fiscal year 2025, and likely for 2026 as well. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-20 was adopted, and the Chair was authorized to sign.

TWENTY-SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-21

Consideration of Resolution 2025-21, a Resolution of the Board of Supervisors approving the Fiscal Year 2026 Proposed Budget for and setting a Public Hearing for Tuesday, August 19, 2025, at 2:00 p.m., at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232

He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, Resolution 2025-21 was adopted, and the Chair was authorized to sign.

TWENTY-SEVENTH ORDER OF BUSINESS

Consideration of Budget Funding Agreement

Consideration of a Budget Funding Agreement between Taylor Morrison of Florida, Inc., and the District to fund the District's Fiscal Year 2025 and Fiscal Year 2026 General Fund Operating Budgets in lieu of the District levying assessments

Mr. Ward noted Taylor Morrison would agree to pay up to the budget amount, but if the CDD was under the budget amount Taylor Morrison would only be billed for actual costs. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, the Budget Funding Agreement was approved.

TWENTY-EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2025-**

Consideration of Resolution 2025, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District declaring special assessments, designating the nature and location of the proposed improvements, declaring the total estimated cost of the improvements the portion to be paid by assessments, and the manner and timing in which the assessments are to be paid, designating the lands upon which the assessments shall be levied, providing for an assessment plat and a preliminary assessment roll, addressing the setting of a public hearing for Tuesday, August 19, 2025 at 2:00 P.M., at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232, and providing for publication

Mr. Ward stated this item would be deferred until July 8, 2025.

TWENTY-NINTH ORDER OF BUSINESS**Consideration of Resolution 2025-**

Consideration of Resolution 2025-, a Resolution of the Esplanade at Wellen Park Community Development District Authorizing the issuance of its Capital Improvement Revenue Bonds, in one or more series, in an aggregate principal amount not exceeding \$____.00 to finance the cost of Public Infrastructure and Facilities benefiting District lands and/or acquiring related interests in land and for refunding purposes; approving the form of a Master Trust Indenture relating to the Bonds and authorizing execution of the Master Trust Indenture; Providing for indentures supplemental thereto; Appointing a Trustee, Paying Agent and Bond Registrar for the Bonds; Approving the form of and authorizing execution of the Bonds; Authorizing the application of the proceeds of the Bonds; Authorizing Judicial Validation of the Bonds; providing for severability; and providing an effective date

Mr. Ward stated this item would be deferred until July 8, 2025.

THIRTIETH ORDER OF BUSINESS**Staff Reports****I. District Attorney**

No report.

II. District Engineer

No report.

III. District Manager**a) Board Meeting Dates for Balance of Fiscal Year 2025****1) Public Hearings:**

- 1. Initial Capital Assessments – Tuesday, August 19, 2025, 2:00 P.M.**
- 2. Uniform Method of Collection – Tuesday, August 19, 2025, 2:00 P.M.**
- 3. Fiscal Year 2025 Budget – Tuesday, August 19, 2025, 2:00 P.M.**
- 4. Fiscal Year 2026 Budget – Tuesday, August 19, 2025, 2:00 P.M.**

No report.

THIRTY-FIRST ORDER OF BUSINESS**Supervisor's Requests**

Mr. Ward asked if there were any Supervisor's requests; there were none.

THIRTY-SECOND ORDER OF BUSINESS**Audience Comments**

Public Comments: - Public comment period is for items NOT listed on the Agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes

Mr. Ward asked if there were any public comments; there were none.

THIRTY-THIRD ORDER OF BUSINESS**Adjournment**

Mr. Ward adjourned the meeting at approximately 10:00 a.m.

On MOTION made by John Wollard, seconded by Ron Schweid, and with all in favor, the meeting was adjourned.

Esplanade at Wellen Park Community Development
District

James P. Ward, Secretary

John Wollard, Chairperson

RESOLUTION 2025-22

THE ANNUAL APPROPRIATION RESOLUTION OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATION AND ADOPTING THE BUDGET FOR FISCAL YEAR 2025 (PARTIAL YEAR) BEGINNING JUNE 18, 2025, AND ENDING SEPTEMBER 30, 2025, AND FISCAL YEAR 2026 BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

RECITALS

WHEREAS, the District Manager has submitted to the Board of Supervisors (the “Board”) a proposed budget for the current and next ensuing budget year along with an explanatory and complete financial plan for each fund of the Esplanade at Wellen Park Community Development District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set August 19, 2025, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the District Board by passage of an “Annual Appropriation Resolution” shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET.

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budget, attached hereto as Exhibit “A,” as amended by the Board pursuant to the adoption of this Annual Appropriation Resolution (and as amended by the District Manager, as permitted), is hereby

RESOLUTION 2025-22

THE ANNUAL APPROPRIATION RESOLUTION OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATION AND ADOPTING THE BUDGET FOR FISCAL YEAR 2025 (PARTIAL YEAR) BEGINNING JUNE 18, 2025, AND ENDING SEPTEMBER 30, 2025, AND FISCAL YEAR 2026 BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes*, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures and/or revised projections.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Esplanade at Wellen Park Community Development District for the Fiscal Year 2025 ending September 30, 2025, and for the Fiscal Year 2026 ending September 30, 2026", as adopted by the Board of Supervisors on August 19, 2025.

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Esplanade at Wellen Park Community Development District, for the Fiscal Year 2025 beginning June 18, 2025, and ending September 30, 2025, the sum of **\$77,321.00** and for the Fiscal Year 2026 beginning October 1, 2025, and ending September 30, 2026, the sum of **\$133,821.00** to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND 2025	\$ 77,321.00
TOTAL GENERAL FUND 2026	\$ 133,821.00

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Annual Appropriation Resolution shall not affect the validity or enforceability of the remaining portions of this Annual Appropriation Resolution, or any part thereof.

SECTION 5. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Annual Appropriation Resolution shall take effect upon the passage and adoption of this Annual Appropriation Resolution by the Board of Supervisors of the Esplanade at Wellen Park Community Development District.

RESOLUTION 2025-22

THE ANNUAL APPROPRIATION RESOLUTION OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATION AND ADOPTING THE BUDGET FOR FISCAL YEAR 2025 (PARTIAL YEAR) BEGINNING JUNE 18, 2025, AND ENDING SEPTEMBER 30, 2025, AND FISCAL YEAR 2026 BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

PASSED AND ADOPTED this 19th day of August 2025.

ATTEST:

**ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

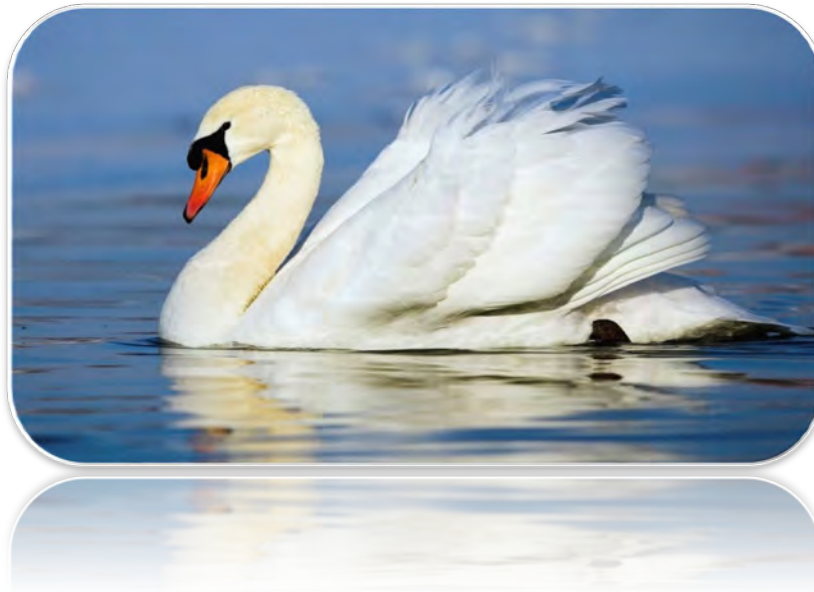
John Wollard, Chairperson

Exhibit A: Fiscal Year 2025 and Fiscal Year 2026 Adopted Budgets

Exhibit A

Fiscal Year 2025 and Fiscal Year 2026 Adopted Budgets

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2025

PREPARED BY:

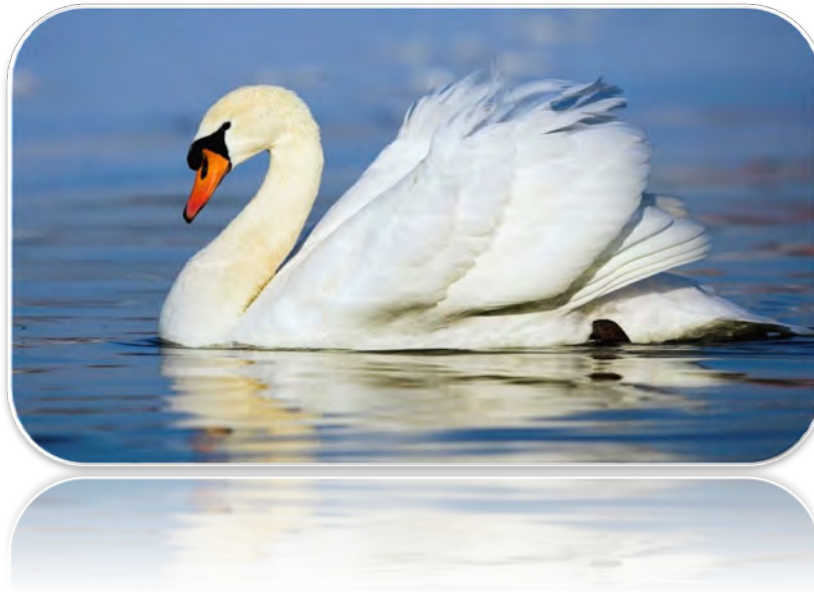
JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Esplanade at Wellen Park Community Development District
General Fund - Budget
Fiscal Year 2025

Description	FY 2025	Notes
Revenues and Other Sources		
Carryforward	\$	- Added Cash Required to Partially End 1st Quarter Operations
Interest Income - General Account	\$	- Interest on Bank Account
Assessment Revenue		
Assessments - On-Roll		Assessment From Property Owner's
Assessments - Off-Roll		
Contributions - Private Sources		
Taylor Morrison	\$ 77,321	Developer Funding of Operations
Total Revenue & Other Sources	\$ 77,321	
Appropriations		
Legislative		
Board of Supervisor's Fees	\$	- Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$	- N/A
Executive		
Professional - Management	\$ 23,500	District Manager
Financial and Administrative		
Audit Services	\$	- Statutory Required Audit Yearly
Accounting Services	\$ 10,000	General Fund
Assessment Roll Preparation	\$ 10,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
Other Contractual Services		
Recording and Transcription	\$	- Transcription of Board Meetings
Legal Advertising	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$	- Required Reporting for Bonds
Property Appraiser Fees	\$	- Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	Bank Fees - Governmental Bank Accounts
Travel and Per Diem		N/A
Communications and Freight Services		
Telephone	\$	-
Postage, Freight & Messenger	\$ 750	Agenda and Other Misc. mailings
Rentals and Leases		
Miscellaneous Equipment	\$	- N/A
Computer Services (Web Site)	\$ 900	Statutory Maintenance of District Web Site
Insurance	\$ 3,000	General Liability & D&O Liability Insurance
Subscriptions and Memberships	\$ 175	Department of Economic Opportunity Fee
Printing and Binding	\$ 500	Agenda Books and Copies
Office Supplies	\$	- N/A
Legal Services		
General Counsel	\$ 10,000	District Attorney
Other General Government Services		
Engineering Services	\$ 10,000	District Engineer
Contingencies	\$	- N/A
Capital Outlay	\$	- N/A
Reserves		
Operational Reserve (Future Years)	\$	- N/A for FY 2025
Other Fees and Charges		
Discounts, Tax Collector Fee and Property Appraiser Fee		Discounts/Fees on assessments on Tax Rolls
Total Appropriations	\$ 77,321	

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2026

PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Esplanade at Wellen Park Community Development District
General Fund - Budget
Fiscal Year 2026

Description	Fiscal Year 2025 Budget	Actual at 04/30/2025	Anticipated Year End 09/30/2025	Fiscal Year 2026 Budget	Notes
Revenues and Other Sources					
Carryforward	\$ -	\$ -	\$ -	\$ 21,750	Prior Year Remaining Cash Used to Partially Fund 1st Quarter Operations
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -	Interest on Bank Account
Assessment Revenue					
Assessments - On-Roll	\$ -	\$ -	\$ -	\$ -	Assessment From Property Owner's
Assessments - Off-Roll	\$ -	\$ -	\$ -	\$ -	Direct Bill to Developer
Contributions - Private Sources					
Taylor Morrison	\$ 77,321	\$ -	\$ 77,321	\$ 112,071	Developer Funding of Operations
Total Revenue & Other Sources	\$ 77,321	\$ -	\$ 77,321	\$ 133,821	
Appropriations					
Legislative					
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -	N/A
Executive					
Professional - Management	\$ 23,500	\$ -	\$ 11,750	\$ 47,000	District Manager
Financial and Administrative					
Audit Services	\$ -	\$ -	\$ -	\$ 4,000	Statutory Required Audit Yearly
Accounting Services	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	General and Debt Service Funds
Assessment Roll Preparation	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$ -	\$ -	\$ -	\$ 500	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
Other Contractual Services					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	Transcription of Board Meetings
Legal Advertising	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	\$ -	\$ 4,246	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ 3,500	Required Reporting for Bonds
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ 500	Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	Bank Fees - Governmental Bank Accounts
Travel and Per Diem					
Communications and Freight Services					
Telephone	\$ -	\$ -	\$ -	\$ -	N/A
Postage, Freight & Messenger	\$ 750	\$ -	\$ 750	\$ 750	Agenda and Other Misc. mailings
Rentals and Leases					
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -	N/A
Computer Services (Web Site)	\$ 900	\$ -	\$ 900	\$ 2,400	Statutory Maintenance of District Web Site
Insurance					
Subscriptions and Memberships	\$ 3,000	\$ -	\$ 3,000	\$ 6,000	General Liability & D&O Liability Insurance
Printing and Binding	\$ 175	\$ -	\$ 175	\$ 175	Department of Economic Opportunity Fee
Office Supplies	\$ 500	\$ -	\$ 500	\$ 500	Agenda Books and Copies
Legal Services					
General Counsel	\$ -	\$ -	\$ -	\$ -	N/A
Other General Government Services					
Engineering Services	\$ -	\$ -	\$ -	\$ -	N/A
Contingencies	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	District Engineer
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Sub-Total:	\$ 77,321	\$ -	\$ 55,571	\$ 133,821	
Reserves					
Operational Reserve (Future Years)	\$ -	\$ -	\$ -	\$ -	N/A for FY 2026
Other Fees and Charges					
Discounts, Tax Collector Fee and Property Appraiser Fee					Discounts/Fees on assessments on Tax Rolls
Sub-Total:	\$ -	\$ -	\$ -	\$ -	
Total Appropriations	\$ 77,321	\$ -	\$ 55,571	\$ 133,821	
Fund Balances:					
Change from Current Year Operations	\$ -	\$ -	\$ 21,750	\$ -	Cash Over (Short) at Fiscal Year End
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ 21,750	
Prior Year Carryforward	\$ -	\$ -	\$ -	\$ (21,750)	Prior Year Carryforward used in Current Year
Total Fund Balance	\$ -	\$ -	\$ 21,750	\$ -	

RESOLUTION 2025-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON- AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE LT RANCH SOUTH COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Esplanade at Wellen Park Community Development District ("**District**") was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above-referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Sarasota County, Florida for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Sarasota County, Florida and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. CONFLICT. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED by the Board of Supervisors of Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 19th day of August, 2025.

ATTEST:

**ESPLANADE AT WELLEN PARK COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

John Wollard, Chairman

Exhibit A: Legal Description of Real Property Subject to a Levy of Assessments

Exhibit A

Legal Description of Real Property Subject to a Levy of Assessments

EXHIBIT A
LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East

DESCRIPTION:

Manatee County, Florida

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°20'21"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.48 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE S.89°21'05"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.62 FEET; THENCE S.00°29'34"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2647.51 FEET; THENCE S.00°59'22"W., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16 A DISTANCE OF 2390.44 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A RIGHT OF WAY TAKING DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2001037642 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.45°56'50"W., ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 363.47 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE N.89°07'28"W., ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 1563.51 FEET; THENCE N.00°19'07"E., A DISTANCE OF 286.89 FEET; THENCE S.76°58'20"W., A DISTANCE OF 427.29 FEET; THENCE S.00°52'26"W., A DISTANCE OF 184.20 FEET TO THE INTERSECTION WITH SAID SOUTH LINE; THENCE N.89°07'28"W., A DISTANCE OF 406.36 FEET; THENCE N.89°08'42"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.12 FEET; THENCE N.00°44'13"E., ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2638.22 FEET; THENCE N.00°46'23"E., ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1519.94 FEET; THENCE N.71°45'30"W., A DISTANCE OF 256.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N.63°08'49"W. 299.47 FEET, AND A CENTRAL ANGLE OF 171°3'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.60 FEET; THENCE N.54°32'07"W., A DISTANCE OF 96.77 FEET; THENCE N.35°27'53"E., A DISTANCE OF 935.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2065.79 FEET, A CHORD WHICH BEARS N.36°51'28"E. 104.07 FEET, AND A CENTRAL ANGLE OF 02°53'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.08 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA,

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014059615 OF THE PUBLIC RECORDS OF SARASOTA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N.00°59'22" E, FOR 500.00 FEET; THENCE N.50°11'27" W FOR 586.96 FEET TO THE POINT OF BEGINNING; THENCE N.50°00'09"W., A DISTANCE OF 214.99 Feet; THENCE N.09°58'49"E., A DISTANCE OF 429.64 Feet; THENCE N.29°00'54"W., A DISTANCE OF 1180.51 Feet; THENCE N.09°57'59"E., A DISTANCE OF 237.61 Feet; THENCE N.23°12'00"E., A DISTANCE OF 164.71 Feet; THENCE N.09°04'37"E., A DISTANCE OF 709.72 Feet; THENCE N.40°10'44"W., A DISTANCE OF 34.77 Feet; THENCE N.36°28'46"W., A DISTANCE OF 812.30 Feet; THENCE N.85°44'47"W., A DISTANCE OF 208.21 Feet; THENCE N.57°01'29"W., A DISTANCE OF 1005.88 Feet; THENCE S.58°58'31"W., A DISTANCE OF 161.12 Feet; THENCE CONTINUE Southwesterly ALONG SAID LINE, A DISTANCE OF 313.88 Feet; THENCE S.01°01'07"E., A DISTANCE OF 969.95 Feet; THENCE S.38°01'34"E., A DISTANCE OF 995.08 Feet; THENCE S.33°58'18"W., A DISTANCE OF 484.98 Feet; THENCE N.69°01'32"W., A DISTANCE OF 470.17 Feet; THENCE N.66°01'26"W., A DISTANCE OF 949.99 Feet; THENCE N.89°00'30"W., A DISTANCE OF 369.79 Feet; THENCE S.49°57'47"W., A DISTANCE OF 870.34 Feet; THENCE S.00°58'04"W., A DISTANCE OF 224.93 Feet; THENCE S.19°36'48"E., A DISTANCE OF 51.13 Feet; THENCE N.79°23'57"E., A DISTANCE OF 200.90 Feet; THENCE S.87°00'42"E., A DISTANCE OF 170.04 Feet; THENCE N.80°58'13"E., A DISTANCE OF 610.09 Feet; THENCE S.85°02'00"E., A DISTANCE OF 673.73 Feet; THENCE S.00°06'19"W., A DISTANCE OF 703.09 Feet; THENCE S.07°57'52"W., A DISTANCE OF 68.55 Feet; THENCE S.39°02'03"E., A DISTANCE OF 829.81 Feet; THENCE S.57°01'24"E., A DISTANCE OF 790.05 Feet; THENCE N.76°58'37"E., A DISTANCE OF 658.19 Feet; THENCE N.73°05'18"E., A DISTANCE OF 48.67 Feet; THENCE S.29°49'28"E., A DISTANCE OF 137.61 Feet; THENCE S.66°55'10"E., A DISTANCE OF 70.24 Feet; THENCE N.70°34'51"E., A DISTANCE OF 77.13 Feet; THENCE N.48°06'17"E., A DISTANCE OF 140.16 Feet; THENCE N.86°06'39"E., A DISTANCE OF 108.08 Feet; THENCE N.61°43'58"E., A DISTANCE OF 172.48 Feet; THENCE S.42°23'41"E., A DISTANCE OF 24.97 Feet TO THE BEGINNING OF A NON-TANGENT CURVE TO THE left HAVING A RADIUS OF 2100.00 Feet, A CHORD WHICH BEARS N.41°39'25"E. 435.03 Feet, AND A CENTRAL ANGLE OF 11°53'26"; THENCE Northeasterly ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.81 Feet TO THE POINT OF BEGINNING, SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 19361790 SQUARE FEET OR 444.49 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

REVISIONS:



CERTIFICATE OF AUTHORIZATION LB 0007832
8813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 896-9938 FAX


DALTON R. CROSS, PSM. No. 7329

SHEET
1 OF 3

Scale: 1"= NONE

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land_Proj\Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (1) Sep 25, 2024 8:05am by: dcross

0725-010

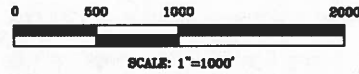
NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

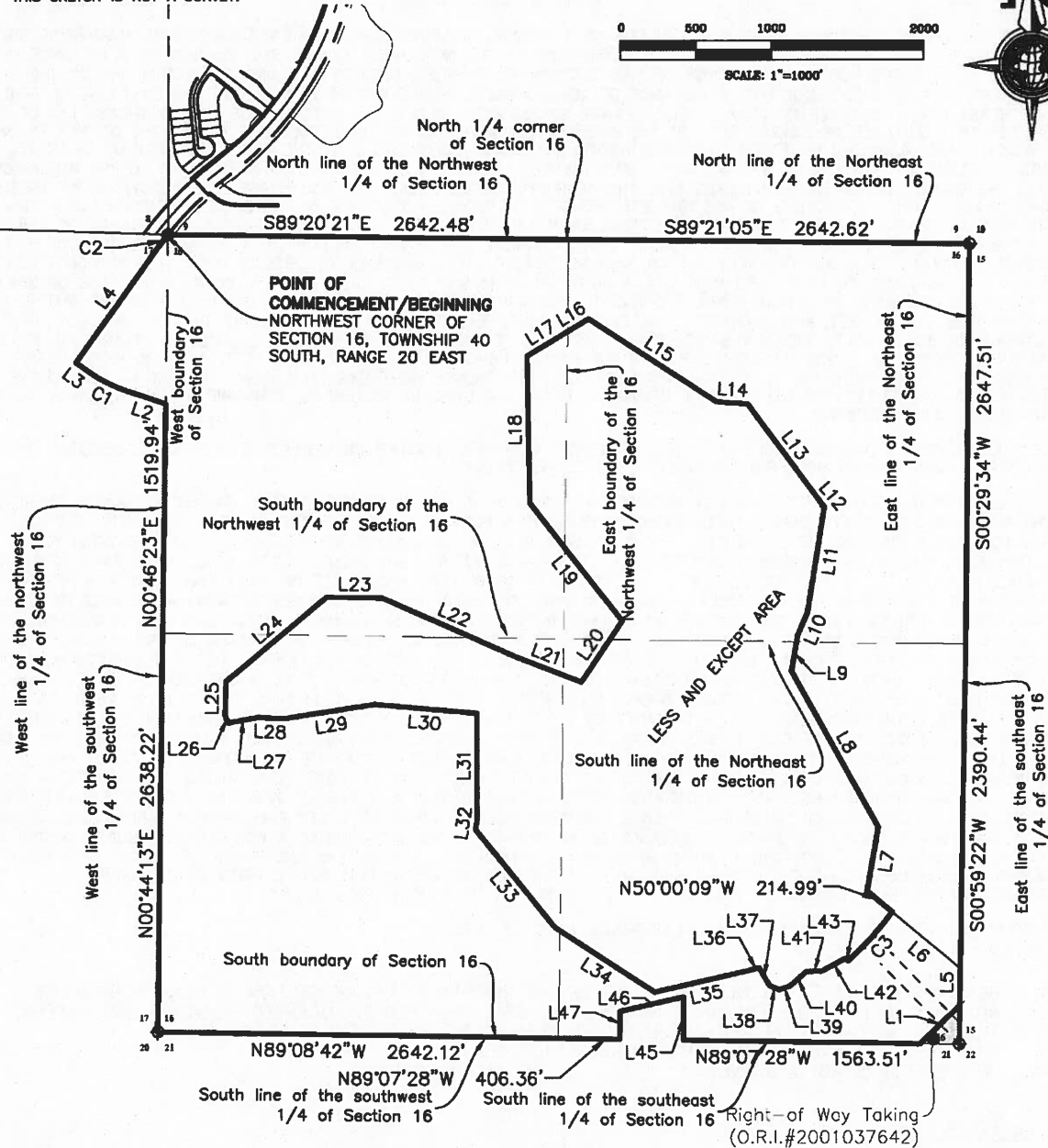
SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East
Sarasota County, Florida

ASSUMED



Drawing names: H:\Land Projects\WYAKKA PINES\dwg\MELLEN PARK CDD S&D.dwg 8.5X11 (2) Sep 25, 2024 8:00am by dcross



REVISIONS:



ATWELL
686.850.4300 www.atwell-group.com

CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 696-8538 FAX

[Signature]
DALTON R. CROSS, PSM. No. 7329

SHEET 2 OF 3	Scale: 1"= 1000'	Drawn by: DRC	FB/PG: NONE	DATE: 09/23/2024 JOB: NA
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2225-010

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East
Sarasota County, Florida

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	300.60	1000.00	17°13'23"	N63°08'49"W	299.47
C2	104.08	2135.00	2°47'35"	N36°51'28"E	104.07
C3	435.81	2100.00	11°53'26"	N41°39'25"E	435.03

Parcel Line Table

Line #	Direction	Length
L1	S45°56'50"W	363.47
L2	N71°45'30"W	256.95
L3	N54°32'07"W	96.77
L4	N35°27'53"E	935.32
L5	N0°59'22"E	500.00
L6	N50°11'27"W	586.96
L7	N9°58'49"E	429.64
L8	N29°00'54"W	1180.51
L9	N9°57'59"E	237.61
L10	N23°12'00"E	164.71
L11	N9°04'37"E	709.72
L12	N40°10'44"W	34.77
L13	N36°28'46"W	812.30
L14	N85°44'47"W	208.21
L15	N57°01'29"W	1005.88
L16	S58°58'31"W	161.12
L17	S58°58'31"W	313.88
L18	S1°01'07"E	969.95
L19	S38°01'34"E	995.08
L20	S33°58'18"W	484.98

Parcel Line Table

Line #	Direction	Length
L21	N69°01'32"W	470.17
L22	N66°01'26"W	949.99
L23	N89°00'30"W	369.79
L24	S49°57'47"W	870.34
L25	S0°58'04"W	224.93
L26	S19°36'48"E	51.13
L27	N79°23'57"E	200.90
L28	S87°00'42"E	170.04
L29	N80°58'13"E	610.09
L30	S85°02'00"E	673.73
L31	S0°06'19"W	703.09
L32	S7°57'52"W	68.55
L33	S39°02'03"E	829.81
L34	S57°01'24"E	790.05
L35	N76°58'37"E	658.19
L36	N73°05'18"E	48.67
L37	S29°49'28"E	137.61
L38	S66°55'10"E	70.24
L39	N70°34'51"E	77.13
L40	N48°06'17"E	140.16

Parcel Line Table

Line #	Direction	Length
L41	N86°06'39"E	108.08
L42	N61°43'58"E	172.48
L43	S42°23'41"E	24.97
L45	N0°19'07"E	286.89
L46	S76°58'20"W	427.29
L47	S0°52'26"W	184.20

REVISIONS:



CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 896-9838 FAX

[Signature]
DALTON R. CROSS, PSM. No. 7329

SHEET
3 OF 3

Scale: 1"= 1000'

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land_Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (3) Sep 25, 2024 8:01am by dorcas

mm5-010

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of August, 2025, by and between the Esplanade at Wellen Park Community Development District, a local unit of special-purpose government located in Sarasota County, whose address is 2301 NE 37th Street, Fort Lauderdale, Florida 33308, referred to as the "Levying Authority" and Mike Moran, Sarasota County Tax Collector, a constitutional officer of the State of Florida, whose address is 101 S. Washington Blvd., Sarasota, Florida, 34236, hereinafter referred to as "Tax Collector".

WITNESSETH:

WHEREAS, the Levying Authority is authorized to impose non-ad valorem assessments and by Resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes; and

WHEREAS, Section 197.3632 (2), Florida Statutes, provides that the Levying Authority shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the uniform methodology law; and

WHEREAS, Section 197.3632 (7), Florida Statutes, provides that the Levying Authority shall bear all costs associated with any separate notice in the event the Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632 (8) (c), Florida Statutes, provides that the Levying Authority shall compensate the Tax Collector for actual costs of collecting non-ad valorem assessments;

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the Levying Authority pursuant to Section 197.3632, Florida Statutes.

ARTICLE II

Term

This Agreement shall become effective upon execution and shall continue from year to year unless terminated by the Local Governing Levying Authority pursuant to Section 197.3632(6), Florida Statutes.

ARTICLE III

Compliance With Laws and Regulations

The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments and any ordinances or resolutions promulgated by the Levying Authority not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to these statutes by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of the Levying Authority

The Levying Authority agrees, covenants and contracts to:

(a) Reimburse the Tax Collector for actual costs incurred in the collection and enforcement of the applicable non-ad valorem assessment under the new uniform law, pursuant to Section 197.3632 (2), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

(b) Pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem assessment roll certified by the Levying Authority pursuant to Section 197.3632 (7), Florida Statutes;

(c) By 15 September of each calendar year, the chairperson of the governing Levying Authority of the Levying Authority, or his or her designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property identification number. The Levying Authority shall post the non-ad valorem assessment for each parcel on the said non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions. The Levying Authority shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by 10 January of each calendar year in which it intends to discontinue using the uniform method of collection and enforcement of the applicable non-ad valorem assessment.

(d) The Levying Authority agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and the applicable rules promulgated by the Department of Revenue and any successor rules.

ARTICLE V

Duties of the Tax Collector

(a) The Tax Collector shall merge all rolls, prepare a collection roll and prepare a Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions, and any applicable rules, and any successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the Levying Authority, so long as said ordinances or resolutions are not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions, and any applicable rules or successor rules promulgated by the Department of Revenue.

(b) The Tax Collector shall collect and enforce the non-ad valorem assessment of the Levying Authority as certified to the Tax Collector no later than 15 September of each calendar year on compatible electronic medium, tied to the property identification number for each parcel.

(c) The Tax Collector agrees to cooperate with the Levying Authority in implementation of the uniform method of collecting and enforcing non-ad valorem assessments pursuant to Sections 197.3632

and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any such non-ad valorem assessment roll that is not officially certified to the Tax Collector by 15 September of each calendar year on compatible electronic medium tied to the property identification number.

(d) If the Tax Collector discovers errors or omissions on such roll, the Levying Authority may be requested to file a corrected roll or a correction of the amount of any assessment and the Levying Authority shall bear the cost of any such error or omission.

(e) If the Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632 (7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem assessment or shall direct the Levying Authority to mail such separate notice. In making this decision, the Tax Collector shall consider all costs to the Levying Authority and to the taxpayers receiving the separate mailing as well as the adverse effect on the taxpayers receiving multiple notices. If such a separate mailing is affected, the Levying Authority shall bear all costs associated with the separate notice for the non-ad valorem assessment.

(f) The Tax Collector shall, at each distribution of funds, deduct 1 1/2% of the assessments collected, as an estimate, to reimburse the actual costs incurred. On or before September 30th of the year following the assessment year, the Tax Collector shall compare total actual costs expended to the total amount deducted from the distributions. The Levying Authority will be reimbursed or billed for any difference.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS:

SARASOTA COUNTY TAX COLLECTOR

Print Name: _____

By: _____

Mike Moran

Date: _____

Attest:

Esplanade at Wellen Park Community
Development District

Print Name: _____

By: John Wollard, Chairman

Date: _____

FISCAL YEAR 2025 AND 2026 FUNDING AGREEMENT

DEVELOPER FUNDING AGREEMENT – GENERAL FUND FISCAL YEAR 2025 AND FISCAL YEAR 2026

This Agreement is made and entered into this 19th day of August 2025, by and between:

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Sarasota County, Florida ("**District**"), and

TAYLOR MORRISON OF FLORIDA, INC., a Florida limited liability company, and a landowner in the District ("**Developer**") with a mailing address of Taylor Morrison, 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Sarasota County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2025, which year concludes on September 30, 2025, and for Fiscal Year 2026, which year concludes on September 30, 2026; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A** and **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A** and **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations, and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** and **Exhibit B** to the Property; and

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND
FISCAL YEAR 2025 AND FISCAL YEAR 2026**

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A** and **Exhibit B**;

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** and **Exhibit B** (and as **Exhibit A** and **Exhibit B** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

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

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

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein 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 hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND
FISCAL YEAR 2025 AND FISCAL YEAR 2026**

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** 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 the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**ESPLANADE AT WELLEN PARK COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

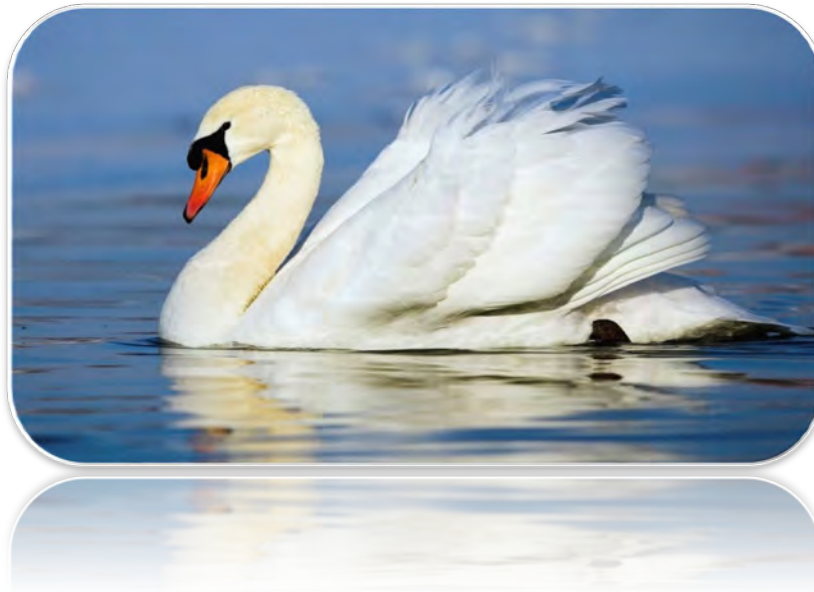
John Wollard, Chairperson

TAYLOR MORRISON OF FLORIDA, INC.

Name: _____
Position: _____

Exhibit A Fiscal Year 2025 General Fund Budget
Exhibit B Fiscal Year 2026 General Fund Budget

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2025

PREPARED BY:

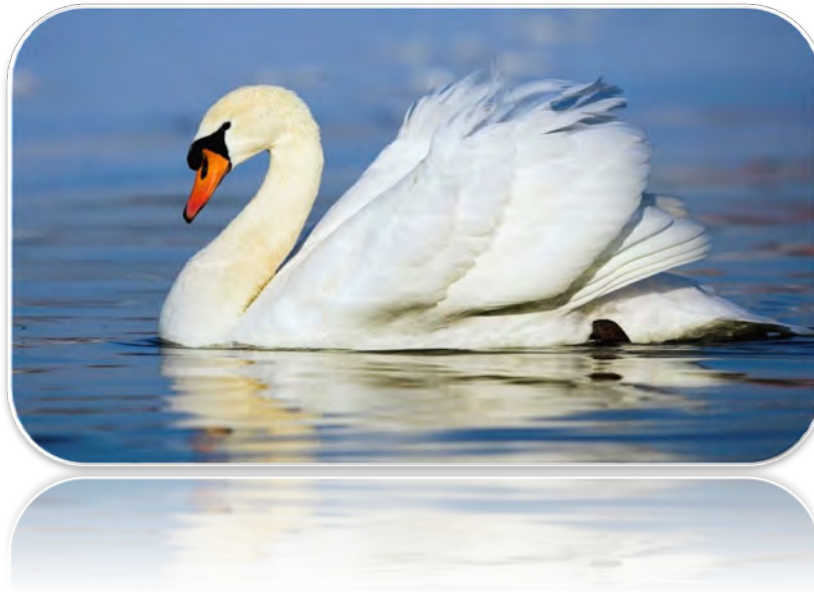
JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Esplanade at Wellen Park Community Development District
General Fund - Budget
Fiscal Year 2025

Description	FY 2025	Notes
Revenues and Other Sources		
Carryforward	\$	- Added Cash Required to Partially End 1st Quarter Operations
Interest Income - General Account	\$	- Interest on Bank Account
Assessment Revenue		
Assessments - On-Roll		Assessment From Property Owner's
Assessments - Off-Roll		
Contributions - Private Sources		
Taylor Morrison	\$ 77,321	Developer Funding of Operations
Total Revenue & Other Sources	\$ 77,321	
Appropriations		
Legislative		
Board of Supervisor's Fees	\$	- Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$	- N/A
Executive		
Professional - Management	\$ 23,500	District Manager
Financial and Administrative		
Audit Services	\$	- Statutory Required Audit Yearly
Accounting Services	\$ 10,000	General Fund
Assessment Roll Preparation	\$ 10,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
Other Contractual Services		
Recording and Transcription	\$	- Transcription of Board Meetings
Legal Advertising	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$	- Required Reporting for Bonds
Property Appraiser Fees	\$	- Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	Bank Fees - Governmental Bank Accounts
Travel and Per Diem		N/A
Communications and Freight Services		
Telephone	\$	-
Postage, Freight & Messenger	\$ 750	Agenda and Other Misc. mailings
Rentals and Leases		
Miscellaneous Equipment	\$	- N/A
Computer Services (Web Site)	\$ 900	Statutory Maintenance of District Web Site
Insurance	\$ 3,000	General Liability & D&O Liability Insurance
Subscriptions and Memberships	\$ 175	Department of Economic Opportunity Fee
Printing and Binding	\$ 500	Agenda Books and Copies
Office Supplies	\$	- N/A
Legal Services		
General Counsel	\$ 10,000	District Attorney
Other General Government Services		
Engineering Services	\$ 10,000	District Engineer
Contingencies	\$	- N/A
Capital Outlay	\$	- N/A
Reserves		
Operational Reserve (Future Years)	\$	- N/A for FY 2025
Other Fees and Charges		
Discounts, Tax Collector Fee and Property Appraiser Fee		Discounts/Fees on assessments on Tax Rolls
Total Appropriations	\$ 77,321	

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2026

PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Esplanade at Wellen Park Community Development District
General Fund - Budget
Fiscal Year 2026

Description	Fiscal Year 2025 Budget	Actual at 04/30/2025	Anticipated Year End 09/30/2025	Fiscal Year 2026 Budget	Notes
Revenues and Other Sources					
Carryforward	\$ -	\$ -	\$ -	\$ 21,750	Prior Year Remaining Cash Used to Partially Fund 1st Quarter Operations
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -	Interest on Bank Account
Assessment Revenue					
Assessments - On-Roll	\$ -	\$ -	\$ -	\$ -	Assessment From Property Owner's
Assessments - Off-Roll	\$ -	\$ -	\$ -	\$ -	Direct Bill to Developer
Contributions - Private Sources					
Taylor Morrison	\$ 77,321	\$ -	\$ 77,321	\$ 112,071	Developer Funding of Operations
Total Revenue & Other Sources	\$ 77,321	\$ -	\$ 77,321	\$ 133,821	
Appropriations					
Legislative					
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -	N/A
Executive					
Professional - Management	\$ 23,500	\$ -	\$ 11,750	\$ 47,000	District Manager
Financial and Administrative					
Audit Services	\$ -	\$ -	\$ -	\$ 4,000	Statutory Required Audit Yearly
Accounting Services	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	General and Debt Service Funds
Assessment Roll Preparation	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$ -	\$ -	\$ -	\$ 500	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
Other Contractual Services					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	Transcription of Board Meetings
Legal Advertising	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	\$ -	\$ 4,246	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ 3,500	Required Reporting for Bonds
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ 500	Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	Bank Fees - Governmental Bank Accounts
Travel and Per Diem					
Communications and Freight Services					
Telephone	\$ -	\$ -	\$ -	\$ -	N/A
Postage, Freight & Messenger	\$ 750	\$ -	\$ 750	\$ 750	Agenda and Other Misc. mailings
Rentals and Leases					
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -	N/A
Computer Services (Web Site)	\$ 900	\$ -	\$ 900	\$ 2,400	Statutory Maintenance of District Web Site
Insurance					
Subscriptions and Memberships	\$ 3,000	\$ -	\$ 3,000	\$ 6,000	General Liability & D&O Liability Insurance
Printing and Binding	\$ 175	\$ -	\$ 175	\$ 175	Department of Economic Opportunity Fee
Office Supplies	\$ 500	\$ -	\$ 500	\$ 500	Agenda Books and Copies
Legal Services					
General Counsel	\$ -	\$ -	\$ -	\$ -	N/A
Other General Government Services					
Engineering Services	\$ -	\$ -	\$ -	\$ -	N/A
Contingencies	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	District Engineer
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Sub-Total:	\$ 77,321	\$ -	\$ 55,571	\$ 133,821	
Reserves					
Operational Reserve (Future Years)	\$ -	\$ -	\$ -	\$ -	N/A for FY 2026
Other Fees and Charges					
Discounts, Tax Collector Fee and Property Appraiser Fee					Discounts/Fees on assessments on Tax Rolls
Sub-Total:	\$ -	\$ -	\$ -	\$ -	
Total Appropriations	\$ 77,321	\$ -	\$ 55,571	\$ 133,821	
Fund Balances:					
Change from Current Year Operations	\$ -	\$ -	\$ 21,750	\$ -	Cash Over (Short) at Fiscal Year End
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ 21,750	
Prior Year Carryforward	\$ -	\$ -	\$ -	\$ (21,750)	Prior Year Carryforward used in Current Year
Total Fund Balance	\$ -	\$ -	\$ 21,750	\$ -	

RESOLUTION 2025-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the District *Engineer's Report* ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Master Special Assessment Methodology Report*, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**District Records Office**");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated cost of the Project is **\$83,039,560.00** (“Estimated Cost”).
- B. The Assessments will defray approximately **\$98,365,000.00**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **\$7,146,110.18** per year, again as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District’s

preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE:	Tuesday, October 14, 2025
TIME:	2:00 P.M.
LOCATION:	Taylor Morrison, 551 Cattlemen Road Suite 200 Sarasota, Florida 34232

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 19th day of August 2025.

ATTEST:

**ESPLANADE AT WELLEN PARK COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

John Wollard, Chairperson

Exhibit A: *Engineer's Report*

Exhibit B: *Master Special Assessment Methodology Report*

**Esplanade at Wellen Park
Community Development District**

**Master Engineer's Report
April 2025**

Prepared for:

**Esplanade at Wellen Park
Community Development District
Sarasota County, Florida**

Prepared by:

**Victor Barbosa, P.E.
ATWELL, LLC
Tampa, FL**

Revised:

June 2025

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the public capital improvement plan (“**CIP**”) and estimated costs of the public CIP, for the Esplanade at Wellen Park Community Development District (“**District**”). Certain costs needed to serve the development planned for within the District are shown in the table later in this report.

2. GENERAL SITE DESCRIPTION

The District is located entirely within Sarasota County, Florida, and consists of approximately 444.49 acres of land. The site is generally located north and west of S. River Road and south of West Villages Parkway and Blissby Street and the West Villages Improvement District.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development. The following chart shows the planned product types for the development:

PRODUCT TYPES

Description	Unit Count	Percent of Total
<i>Twin Villas</i>	166	18.93%
<i>Single Family Detached</i>		
40'-49'	127	14.48%
50'-59'	222	25.31%
60' - 69'	158	18.02%
90'	60	6.84%
<i>Condos</i>	144	16.42%

The public infrastructure for the CIP is as follows:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements.

Collector roads are intended to be dedicated to a local general-purpose unit of government for ownership, operation, and maintenance, while the District anticipates owning and operating all other roads. These are referenced later in the report as “CDD Roadways.” No portions of roadways that

solely lead from public roads to private gates will be included in the portion of the CIP financed by the District's tax-exempt bonds.

Currently, the developer of the land within the District (the "Developer") anticipates that it will finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation and stormwater improvements behind such gated areas). If any internal roads are public, the same may be funded by the District.

Stormwater Management System:

The stormwater collection and outfall system is a combination of curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

NOTE: Developer Funded Stormwater/Floodplain management includes lake excavations exceeding 8' in depth, lot pad grading, road grading. The CIP includes Lake Excavation to an 8' minimum depth required by the Southwest Florida Water Management District. No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of any grading of lots or the transportation of any fill to such lots. Further, all lakes included in the CIP will be constructed in accordance with the applicable requirements of governmental authorities with jurisdiction over lands in the District and not for the purpose of creating fill for private property. Additionally, all improvements within the District-funded stormwater management plan will be located on publicly owned land or within public easements or public rights-of-way. Finally, it is less expensive to allow the Developer to use any excess fill generated by construction of the improvements in the stormwater system than to haul such fill off-site.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim/irrigation infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift stations.

Similarly, the reclaim/irrigation water distribution system will be constructed to provide service for irrigation throughout the community.

The water and reclaim distribution and wastewater collection systems for all phases will be constructed and/or acquired by the District and then dedicated to a local, public utility provider for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

With respect to any utilities that are the subject of oversizing arrangements, the allocable cost relating to oversizing will not be funded by the District.

Hardscape, Landscape, Walls and Irrigation:

The District will construct and/or install landscaping, irrigation, walls that serve a noise abatement/sound buffer function and hardscaping within District-owned common areas and public rights-of-way. The District must at least meet local design criteria requirements for planting and irrigation design.

All such landscaping, irrigation, walls and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by a local general-purpose government will be maintained pursuant to a right-of-way agreement or permit.

The irrigation demands will be served by a combination of surface water and groundwater via wells. The back-bone irrigation facilities which distribute the re-use water provided by the public County system to serve the development in the District and other portions of the County are to be owned and maintained by the District and are included in the CIP.

Any landscaping, walls or hardscaping systems behind hard-gated roads, if any, would not be financed by the District and instead would be privately installed and maintained.

Electric and Streetlights:

The District may elect to purchase, install and maintain street lights on public roadways as part of the CIP. Alternatively, the District may elect to lease streetlights through an agreement with a local utility provider, in which case it will fund the streetlights through an annual operations and maintenance assessment. Any streetlights located on private roadways would not be funded by the District.

The District may fund the incremental cost of undergrounding of electrical utility lines within public right-of-way utility easements throughout the community as part of the CIP. Any electric lines and transformers would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

The Developer may construct clubhouse and other amenity facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the District landowners. In the event the clubhouse and other amenity facilities are open to the general public, they may be funded by the District and thereafter owned, operated and maintained by the District.

Environmental Conservation

The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development and to provide a drainage function. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of on-site conservation areas. These costs (excluding maintenance and reporting costs) are included within the CIP.

Off-Site Improvements

Offsites include turn lanes, utility crossings and extensions, including landscaping, drainage, sanitary, water, irrigation, grading, materials testing and professional fees. The offsite improvements will be dedicated to the West Villages Improvement District for ownership, operation and maintenance.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities. Only the portion of these costs allocable to the District's CIP will be funded by the District.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, the use of such credits, if any, will be addressed in an acquisition agreement between the applicable developer and the District.

Only portions of the CIP that are eligible to be funded with tax-exempt bonds will be financed by tax-exempt bonds or other obligations issued by the District.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are reasonably expected to be obtained in the ordinary course of development. Only the portion of the costs of these permits allocable to the District's CIP will be funded by the District.

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, a cost estimate for the CIP and certain other improvements needed for the development planned within the District. Costs not eligible to be funded with tax-exempt bonds will be financed by the Developer or other private entity. Privately Funded Improvements are not included in the table below. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

CIP COST ESTIMATE

Improvement	Public Costs (CIP)	Operation & Maintenance Entity
Fees and Permits	\$6,306,002	CDD
Conservation Areas	\$329,940	CDD
Irrigation (Reclaimed)	\$4,027,385	Englewood Water District
Perimeter Hardscaping, Landscaping and Irrigation	\$6,614,300	CDD
Entry Features	\$1,937,250	CDD
Undergrounding Electrical Conduit	\$517,100	CDD / Utility Providers
Roadways and Pavement	\$11,432,608	CDD or HOA
Utility Water System	\$5,325,788	Englewood Water District
Sanitary System	\$7,119,958	Englewood Water District
Stormwater Management / Conservation ⁽¹⁾⁽²⁾⁽³⁾	\$15,733,330	CDD
Offsite Improvements	\$7,827,500	County / Englewood Water District / West Villages Improvement District
Contingency	\$9,612,099	N/A
Professional Fees	\$6,256,300	N/A
TOTAL	\$83,039,560	

⁽¹⁾ Public Stormwater/Floodplain management includes storm sewer pipes, inlets, catch basins, control structures, headwalls

⁽²⁾ Developer Funded Stormwater/Floodplain management includes lake excavations exceeding 8' in depth, lot pad grading, road grading.

⁽³⁾ Includes Lake Excavation to an 8' minimum depth required by the Southwest Florida Water Management District.

Note: Only the portion of municipal fees and permits and professional fees allocable to the District's CIP are eligible to be funded by the District. With respect to any utilities that are the subject of oversizing arrangements, the allocable cost relating to oversizing will not be funded by the District. No oversizing is currently anticipated.

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will

serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to the costs of that project.

The general public, property owners, and property outside of each assessment area may receive benefit from the District's projects; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any lake excavations exceeding 8' in depth, grading or other improvements on private lots or property. In connection with any acquisition of components of the CIP from the Developer or other applicable party, the District will pay the lesser of the cost of such components of the CIP or the fair market value thereof.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

ATWELL, LLC

A handwritten signature in blue ink, appearing to read "Victor Barbosa", is written over a horizontal line.

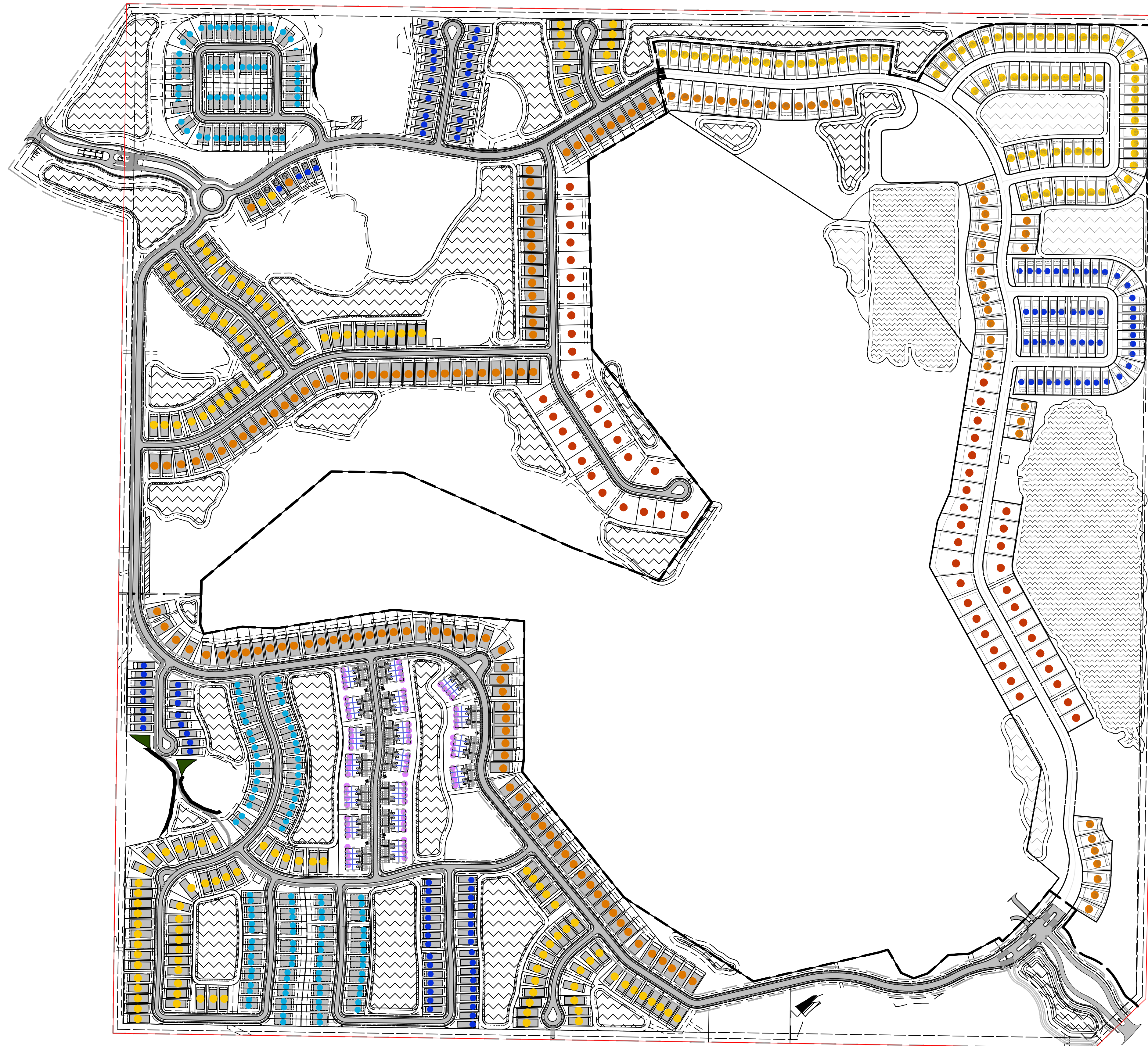
Victor Barbosa, P.E.



District Engineer






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
EXHIBIT A
ESPLANADE AT WELLEN PARK ASSESSMENT
AREA MAP

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LEGEND	
	MODEL HOMES
	PARKING

N1 LOT TABLE	
	45' - 30 UNITS
	52' - 64 UNITS
	62' - 57 UNITS
	90' - 28 UNITS
	TWIN VILLAS - 60 UNITS
SUBTOTAL - 239 UNITS	

N2 LOT TABLE	
	45' - 48 UNITS
	52' - 76 UNITS
	62' - 59 UNITS
	90' - 0 UNITS
	MF - 144 UNITS
	TWIN VILLAS - 106 UNITS
SUBTOTAL - 433 UNITS	






N3 LOT TABLE	
	45' - 49 UNITS
	52' - 62 UNITS
	62' - 42 UNITS
	90' - 32 UNITS
	TWIN VILLAS - 0 UNITS
SUBTOTAL - 205 UNITS	



EXHIBIT B
ESPLANADE AT WELLEN PARK CDD
ROADWAYS MAP



SHEET :	4
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AERIAL SITE AND INDEX PLAN



ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology

Prepared by:

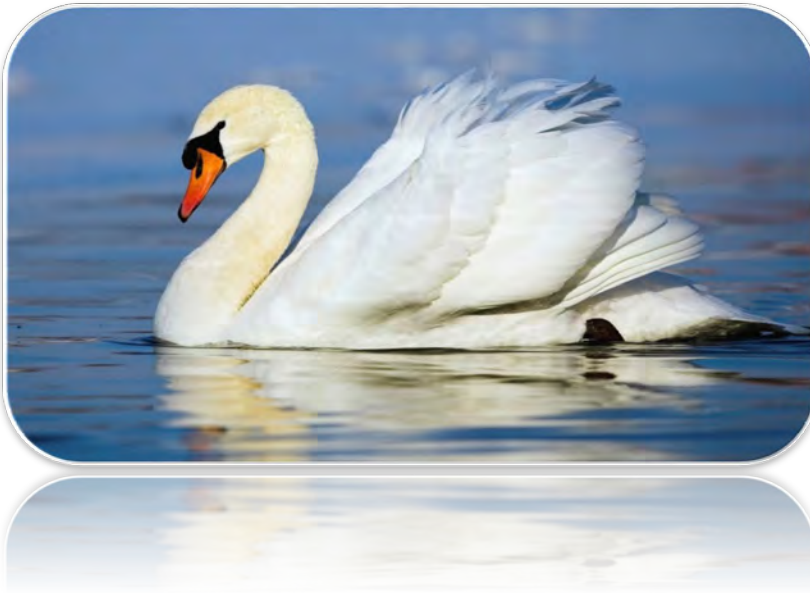
7/8/2025

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1.0 INTRODUCTION

This Master Special Assessment Methodology (“**Master Assessment Report**”) is intended to stand alone as the initial allocation report for the District's special assessments and is not an amendment, supplement, or restatement of any assessment methodologies considered and/or adopted by the District for previous financings.

This assessment methodology applies the principles and allocations outlined herein to the financings proposed for the Esplanade at Wellen Park Community Development District (“**District**”) public infrastructure capital improvement program (“**CIP**”), which is described in that *Master Engineer’s Report, Dated April 2025, Revised June 2025* prepared by Atwell, LLC (“**Engineer’s Report**”). This CIP will allow for the development of the property within the District and will be partially or fully funded through the issuance of District bonds. The debt will be repaid from the proceeds of assessments levied by the District’s Board of Supervisors on properties within the District that benefit from the implementation of the CIP. These non-ad valorem special assessments will be liens against properties within the boundary of the District that receive special benefits from the CIP.

With that said, the District’s limited purpose is to manage the construction, acquisition, maintenance and financing of its public works including basic infrastructure, system, facilities, services and improvement.

This Master Assessment Report will identify the special and peculiar benefits for the works and services including added use of the property, added enjoyment of the property, and probability of increased marketability, value of the property and decreased insurance premiums will be evaluated for each of the residential product types in order to ensure that the new assessments are fair, just and reasonable for all property.

2.0 THE DISTRICT AND BOND STRUCTURE

Esplanade at Wellen Park Community Development District (the “**District**”) is a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, and by Ordinance of the Sarasota County Board of County Commissioners. The District encompasses approximately 444.49 acres of land.

According to the District’s Engineer’s Report, there are 877 residential units currently planned for the master development (“**Master Development**”) to be located within the District.

The table below represents the anticipated product mix for the lands within the District. Please note that this table may be revised as development commences and the final site plans are further refined by the developer of the Master Development (**“Developer”**).

Master Lot Matrix

<i>PRODUCT TYPE</i>	<i>UNIT COUNT</i>	<i>PERCENT OF TOTAL</i>
<i>40' – 49' Lots</i>	<i>127</i>	<i>14.48%</i>
<i>50' - 59' lots</i>	<i>222</i>	<i>25.31%</i>
<i>60' - 69' lots</i>	<i>158</i>	<i>18.02%</i>
<i>90' – 99' Lots</i>	<i>60</i>	<i>6.84%</i>
<i>Twin Villas (TV)</i>	<i>166</i>	<i>18.93%</i>
<i>Condominium</i>	<i>144</i>	<i>16.42%</i>
<i>TOTAL</i>	<i>877</i>	<i>100.00%</i>

3.0 PURPOSE OF THIS REPORT

This Master Assessment Report has been developed to provide a roadmap, and the report lays out in detail each step for use by the Board of Supervisors of the District (the **“Board”**) for the imposition and levy of non-ad valorem special assessments. The District’s CIP (hereinafter defined) will allow for the development of property within the District and will be partially or fully funded through the issuance by the District of bonds in one or more series (the **“Bonds”**) to be repaid from the proceeds of non-ad valorem special assessments (the **“Assessments”**) levied by the Board on assessable properties within the District that benefit from the implementation of the CIP. The Assessments will be liens against properties that receive special benefits from the CIP.

The methodology described herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable. As noted above, the District has adopted a CIP comprising certain public infrastructure and facilities. The District plans to fund the CIP, all or in part, through the issuance of Bonds in phases which are intended to tie into the development phasing for the community. The methodology herein is intended to set forth a framework to apportion the special and peculiar benefits from the portions of the CIP financed with the proceeds of the Bonds payable from and secured by the Assessments imposed

and levied on the properties in the District. The report is designed to conform to the requirements of the Constitution, Chapters 170, 190 and 197 F.S. with respect to the Assessments and is consistent with our understanding of the case law on this subject. Once levied by the Board, the Assessments will constitute liens co-equal with the liens of State, County, municipal and school board taxes, against properties within the District that receive special benefits from the CIP.

4.0 MASTER DEVELOPMENT PROGRAM

4.1 Land Use Plan

The anticipated Land Use Plan for the District is identified in Table I and constitutes the expected number of residential units to be constructed by type of unit by the Developer. As with any land use plan, this may change during development, however, the District anticipates this in the methodology, by utilizing the concept that the assessments are levied on a per acre basis initially for all undeveloped lands, and as land is platted, the District assigns debt to the platted units, based on the type of units noted in the land use plan noted herein.

4.2 Capital Requirements

Atwell, LLC (the “**District Engineer**”) has identified certain public infrastructure and services that are being provided by the District for the entire development and has provided a cost estimate for these improvements, as described in the Engineer’s Report. The cost estimate for the District’s CIP can be found below in Table II. It is estimated the cost of the District CIP will be approximately \$83,039,560.00 and will be constructed in one or more phases without taking into consideration the various costs of financing the improvements.

5.0 BOND REQUIREMENTS

The District intends to finance some or all of its CIP through the issuance of the Bonds. As shown in Table III, it is estimated that the District may issue not exceeding an aggregate principal amount of \$98,365,000.00 in Bonds to fund the implementation of the CIP, assuming all of the CIP is financed. A number of items comprise the estimated bond size required to fund the \$83,039,560.00 necessary to complete the District’s CIP. These items may include, but are not limited to, a period of capitalized interest, a debt service reserve, an underwriter’s discount, issuance costs, and rounding, also noted in Table III.

As the finance plan is implemented a supplemental methodology will be issued for each phase of development, that mirrors the master methodology, and the final source and use of funds will be determined at the time of issuance of the Bonds and is dependent on a variety of factors, most importantly, the interest rate that the District is able to secure on the Bonds, along with such items as the capitalized interest period, reserve requirement and costs of issuance. Stated

another way, this master assessment allocation methodology described herein is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein and shall be described in one or more supplemental reports.

Contributions / Impact Fees / Reallocation - As set forth in any supplemental report, and for any particular bond issuance, the project developer may opt to “buy down” the assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for assessments to reach certain target levels. Note that any debt reduction payment or “true-up,” as described herein, may require a payment to satisfy the “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

Any estimated capital requirements/contributions necessary for the entire Development not financed with a contemplated series of Bonds may be deferred from time to time and considered at different stages of development (e.g., at the time of platting and/or issuance of bonds, project completion, etc.), and the Developer's obligation will be limited to the difference in the actual cost of construction of the public infrastructure and that amount deposited and available in all construction accounts of all series of Bonds. In addition to the extent any CIP project financed by a series of Bonds give rise to impact fee credits or cash payments from another governmental entity, the supplemental assessment methodology report and related trust indentures will address the application of the same consistent with the requirements of applicable state and federal law. In the event that a CIP project to be financed by a series of Bonds is not completed, required contributions or other payments are not made, or under certain other circumstances, the District may elect to reallocate the Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 ASSIGNMENT OF ASSESSMENTS

It is useful to consider three broad states or conditions of development. The initial condition is the “unplatted state”. At this point infrastructure may or may not be constructed, but in general, home sites or other development units have not been defined and all of the developable land within the applicable special assessment area (as may be defined in a supplemental assessment resolution) is considered unplatted acreage (“**Unplatted Acres**”). In the unplatted state, all of the lands within the applicable special assessment area receive benefit from all or a

portion of the components of the financed CIP and assessments would be imposed upon all of the land within the special assessment area on an equal acre basis to repay the Bonds in amount not in excess of the benefit accruing to such parcels.

The second condition is the interim or “approved state”. At this point, a developer would have received approval for a site development plan from the County primarily for the building of a particular type of multi-family product. By virtue of the County granting an approval for its site development plan for a neighborhood, certain development rights are committed to and peculiar to that neighborhood, thereby changing the character and value of the land by enhancing the capacity of the Unplatted Acres within a neighborhood with the special and peculiar benefits flowing from components of the CIP and establishing the requisite logical connection for the flow of the special benefits peculiar to the property, while also incurring at the same time a corresponding increase in the responsibility for the payment of the levied debt assessment to amortize the portion of the debt associated with those improvements. However, for multi-family products, this increased state of development does not fully allocate the units to be constructed within this state until a declaration of condominium is recorded and the District knows exactly the type and number of units that will be constructed on the site. Therefore, the approved stated becomes final once the declaration of condominium is filed.

Therefore, once the land achieves this approved state, the District will designate such area, or in combination with other such areas, as an assessment area, and, allocate a portion of this debt to such assessment area in the “approved state”.

This apportionment of benefit is based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with applicable laws and the procedure for the imposition, levy and collection of non-ad valorem special assessments in conformity with State laws applicable to such assessments.

Development enters its third and “Platted State”, as property is platted. Land becomes platted property (the “**Platted Property**”) which single-family units are platted or multi-family land uses receive a building permit and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of the debt assessments will be fixed and determinable from the supplemental assessment report to be prepared once the final pricing details of the bonds are known.

When the development program contains a mix of residential land uses, an accepted method of allocating the costs of public infrastructure improvements to benefiting properties is through the establishment of a system that “equates” the benefit received by each property to the benefit

received by a single-family unit to other unit types. To implement this technique for CIP cost allocation purposes, a base unit type must be set.

Unlike property taxes, which are ad-valorem in nature, a community development district may levy special assessments under Florida Statutes only if the parcels to be assessed receive special benefit from the infrastructure improvement acquired and/or constructed by the District. Special benefits act as a logical connection to property from the improvement system or service facilities being constructed and include, but are not limited to, added use, added enjoyment, increased access and increased property values. These special benefits are peculiar to lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the general public may enjoy. A District must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit enjoyed by that parcel. A District typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

A. Benefit Analysis

System of Improvements - It is anticipated that the CIP will function as a system of improvements and provide special benefit to all lands within the District. Stated differently, this infrastructure project is a program of improvements and was designed specifically to facilitate the development of the lands within the District, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the District. Among other implications, this means that proceeds from any particular bond issuance can be used to fund master improvements within any benefitted property or designated assessment area within the District, regardless of where the Assessments are levied, provided that Assessments are fairly and reasonably allocated across all benefitted properties.

As noted above, the CIP includes certain master infrastructure that will provide benefit to all future development staged within the District. To ensure that the CIP fairly apportioned to the entire project, Table IV allocates the entire CIP program, using the Methodology across the projected 1,285 anticipated units in the District, and as development occurs, and the District issues series of Bonds, the CIP allocation is more fully discussed herein.

Amenities - Also, one or more amenity facilities are planned as part of the CIP. If the amenity facilities are privately owned a debt assessment is not appropriate in connection with the development of the amenities because the amenities will be owned and operated by a homeowner's association and are considered a common element for the exclusive benefit of lot

owners. Stated differently, any benefit for these facilities flows directly to the benefit of all of the platted lots in the District. As such, no assessment would be assigned to these amenities.

Valid assessments under Florida Law have two (2) requirements that must be met by the Board using this methodology to provide that the assessments will be liens on property equal in dignity to county property tax liens and to justify reimbursement by the property owners to the District for the special benefits received by and peculiar to their properties.

First, the properties assessed must receive, peculiar to the acre or parcel of property, a special benefit that flows as a logical connection from the systems, facilities and services constituting improvements.

The courts recognize added use, added enjoyment, enhanced value and decreased insurance premiums as the special benefits that flow as a logical connection from the systems, facilities and services peculiar to the property. Additionally, the properties will receive the special benefit of enhanced marketability.

With this provision of infrastructure, the Board is enhancing the delivery of those identified special benefits as well as adding the special benefit of enhanced marketability.

Second, the special benefits must be fairly and reasonably apportioned in relation to the magnitude of the special benefit received by and peculiar to the various properties being assessed,¹ resulting in the proportionate special benefit to be applied.

Although property taxes are automatically liens on the property, non-ad valorem assessments, including special assessments, are not automatically liens on the property but will become liens if the governing Board applies the following test in an informed, non-arbitrary manner. If this test for lienability is determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be imposed, levied, collected and enforced as a first lien on the property equal in dignity to the property tax lien. Florida courts have found that it is not necessary to calculate property by the services for which an assessment is imposed “is whether there is a ‘logical relationship’ between the services provided and the benefit to real property, and so long as the levying and imposition process is not arbitrary, capricious or unfair.

¹ *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County v. State*, 733 So. 2d 1012 (Fla. 1999).

Focused, pinpointed and responsive management by the District of its systems, facilities and services, create and enhance special benefits that flow peculiar to property within the boundaries of the District. All benefits conferred on District properties are special benefits conferred on property because only property within the District will specially benefit from the enhanced services to be provided as a result of these new assessments. Any general benefits resulting from these assessments are incidental and are readily distinguishable from the special benefits that accrue to the property within the District. Properties outside the District do not depend on the District's programs and undertakings in any way for their own benefit and are therefore not considered to receive benefits for the purposes of this methodology.

Because the benefits of the District control and management are greater than the costs of the assessments, an overall net special benefit occurs. This net special benefit equates into an increase in at least some of the property values of the surrounding homes. An increase in property values makes these properties more marketable and more saleable.

Further, a derivative special benefit also exists from this increased marketability. Each property will enjoy the special benefit of the added use and enjoyment of the properties, and this too equates to a net benefit, even though the exact benefit is not yet capable of being calculated with mathematical certainty; however, the magnitude of the benefit can be determined with reasonable certainty today. Each special benefit is by order of magnitude more valuable than the cost of, or the actual assessment imposed and levied for, the services and improvements that they provide peculiar to the receiving properties.

B. Allocation/Assignment Methodology

The Assessments assignable to Platted Property and Unplatted Acres are shown in Table IV. This table provides the maximum assessments for the entire District. As noted earlier in this report, to the extent there are Unplatted Acres, the initial assessment on those parcels will be on an equal assessment per acre basis. When the Unplatted Acres are platted into Platted Property, Assessments will be assigned on a first-assigned, first-platted basis, as set forth in more detail in the supplemental special assessment methodolog(ies) applicable to particular series of Bonds. Note that while the CIP functions as a system of improvements benefitting all lands within the District, debt assessments associated with different bond issuances may differ in amount, due to changes in construction costs, financing costs, or other matters.

Governmental Property - If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), or similarly exempt entity, all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

New Unit Types - As noted herein, this report identifies the anticipated product types for the development, and associates particular ERU factors with each product type. If new product types are identified in the course of development, the District's Assessment Consultant – without a further hearing – may determine the ERU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding ERUs.

7.0 Prepayment of Assessments

The assessments encumbering a Platted Property may be prepaid in full at any time, at such times and in such manner as more fully described in the related assessment proceedings of the District, without penalty, together with interest at the rate on the bond series to the Interest Payment Date (as defined in the applicable bond trust indenture) that is more than forty-five (45) days before the next succeeding date of prepayment, or such other date as set forth in the applicable bond trust indenture. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties and collection costs which would otherwise be permissible if the Platted Property being prepaid is subject to an assessment delinquency.

8.0 Overview of the Inventory Adjustment Determination

This Master Assessment Report is based on the development plan that is currently proposed by the developer. As with all projects of this size and magnitude, and as development occurs, there may be changes to various parts of the proposed project mix, the number of units, the types of units, etc. The inventory adjustment determination mechanism is intended to ensure that all of the debt assessments are levied only on developable properties, such that by the end of the development period there will be no remaining debt assessments on any undevelopable property.

First, as property is taken from an undeveloped (raw land) state and readied for development, the property is platted or alternatively specific site plans are developed and processed through the County Property Appraiser, who assigns distinct parcel identification numbers for land that is ready to be built upon. Alternatively, and in the case of property where a condominium is being developed the land is platted as a large tract of land, and ultimately as the developer files the declaration of condominium, the County Property Appraiser will assign distinct parcel identifications to each condominium unit that will be constructed on the property.

When either of these events occur, the District must allocate the appropriate portion of its debt to the newly established and distinct parcel identification numbers. The inventory adjustment determination allows for the District to take the debt on these large tracts of land, and assign the correct allocation of debt to these newly created units. This mechanism is done to ensure that the principal assessment for each type of property constructed never exceeds the initially allocated assessment contained in this report.

This is done periodically as determined by the District Manager or their authorized representative and is intended to ensure that the remaining number of units to be constructed can be constructed on the remaining developable land. If at any time, the remaining units are insufficient to absorb the remaining development plan, the applicable landowner will be required to make a density reduction payment, such that the debt remaining after the density reduction payment does not exceed principal assessment for each type of property is exceeded in the initially allocated assessment contained in this report.

The specific process for handling inventory adjustments is set forth in more detail in the District's assessment resolution adopting this report, as well as a true-up agreement entered into between the Developer and the District. Further, please note that, in the event that the District's capital improvement plan is not completed, required contributions or payments are not made, or under certain other circumstances, the District may be required to reallocate the Assessments.

9.0 Preliminary Assessment Roll

Table 5 provides the Assessment Roll for the District which includes Exhibit II, the legal description of the District.

Exhibit 1 – General Location Map

Exhibit 2 – Legal Description of the District

JPWard and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, JPWard and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

Esplanade at Wellen Park Community Development District
Land Use Plan- Master Development
Table I

Product Type		
Description	Unit Count	Percent of Total
<i>Twin Villas (TV)</i>	166	18.93%
<i>Condominium</i>	144	16.42%
<i>40' - 49'</i>	127	14.48%
<i>50' - 59'</i>	222	25.31%
<i>60' - 69'</i>	158	18.02%
<i>90' - 99'</i>	60	6.84%
Total	877	100.00%

LT Ranch South Community Development District
Capital Improvement Program Cost Estimate - Master Development
Table II

		District Capital Improvement Plan	Total Project Costs	Operations & Maintenance Responsibility
1	Fees and Permits	\$ 6,306,002.00	\$ 6,306,002.00	Esplanade at Wellen Park CDD
2	Conservation Areas	\$ 329,940.00	\$ 329,940.00	Esplanade at Wellen Park CDD
3	Irrigation Facilities (Reclaimed)	\$ 4,027,385.00	\$ 4,027,385.00	Englewood Water District
4	Perimeter Hardscape, Landscape & Irrigation	\$ 6,614,300.00	\$ 6,614,300.00	Esplanade at Wellen Park CDD
5	Entry Features	\$ 1,937,250.00	\$ 1,937,250.00	Esplanade at Wellen Park CDD
6	Underfrounding Electrical	\$ 517,100.00	\$ 517,100.00	Esplanace at Wellen Park CDD/Utility Provider
7	Roadways & Pavement (Public)	\$ 11,432,608.00	\$ 11,432,608.00	Esplanade at Wellen Park CDD
8	Water Systems	\$ 5,325,788.00	\$ 5,325,788.00	Englewood Water District
9	Sanitary Sewer Systems	\$ 7,119,958.00	\$ 7,119,958.00	Englewood Water District
10	Stormwater Management/Conservation (1)(2)(3)	\$ 15,733,330.00	\$ 15,733,330.00	Esplanade at Wellen Park CDD
11	Offsie Improvements	\$ 7,827,500.00	\$ 7,827,500.00	County, Englewood Water District, West Villages ID
12	Contingency	\$ 9,612,099.00	\$ 9,612,099.00	N/A
13	Professional Fees	\$ 6,256,300.00	\$ 6,256,300.00	N/A
Total Improvements		\$ 83,039,560.00	\$ 83,039,560.00	
Total Public Infrastructure - Master CIP		\$ 83,039,560.00		

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the 'CIP Project' as used herein refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units, which (subject to true-up determinations) number and type of units may be changed with the development.

Notes:

- ⁽¹⁾ Public Stormwater/Floodplain mgmt includes storm sewer pipes, inlets, catch basins, control structures, headwalls
- ⁽²⁾ Developer Funded Stormwater/Floodplain mgmt includes lake excavations, lot pad grading, road grading.
- ⁽³⁾ Includes Lake Excavation to a 8' minimum depth required by the Southwest Florida Water Management District
- ⁽⁴⁾ Only a portion of municipal fees and permits/professional fees allocable to the District's CIP are eligible to be funded by the Distict. With respect to any utilities that are the subject to oversizing arrangements, the allocable cost relating to oversizing will not be funded by the District. (NO oversizing is currently anticipated)
- ⁽⁵⁾ The probable costs estimated herein do not invlucue anticipated carrying cost, interst reserves or other anticipated CDD expenditures that may be incurred.
- ⁽⁶⁾ The Developer reserves the right to finance any of the improvements outlined above, and have such improvements owend and maintained by a property owner's or homeowner's association, in which case such items would not be a part of the CIP.
- ⁽⁷⁾ The District may enter into an agreement with a third-party, or an applicable propery owner's or homeowners association, to mainatin any Disttrict owned improvements.

Special Assessment Bonds
Source and Use of Funds - Master CIP

Table III		
Sources:		
Bond Proceeds		
Par Amount	\$	98,365,000.00
	\$	98,365,000.00
Uses:		
Project Funds Deposit		
Const of Construction	\$	83,039,560.00
Rounding Proceeds	\$	3,629.82
	\$	83,043,189.82
Other Funds Deposits:		
Capitalized Interest (One Year)		\$5,901,900.00
Debt Service Reserve at 100% of MADS		\$7,146,110.18
		\$13,048,010.18
Delivery Date Expenses		
Cost of Issuance	\$	306,500.00
Underwriter's Discount	\$	1,967,300.00
	\$	2,273,800.00
	\$	98,365,000.00
Average Coupon:		6.00%
Capitalized Interest	One Year (12 months)	
ESTIMATED - Max Annual Debt Service		\$7,146,110.18

**Esplanade at Wellen Park Community Development District
Master Assessment Allocation**

Table IV

Description of Product	EAU Factor	Development Plan	Total EAU	Total Par Debt Allocation	Total Par Debt Allocation Per Unit	Estimated Annual Debt Service (1)	Estimated Discounts and Collections (2)	Estimated Total Annual Debt Service Per Unit	Estimated Total Annual Debt Service (1)	Total Annual Debt Service (3)
Twin Villas (TV)	0.8889	166	147.5556	\$ 14,468,325.10	\$ 87,158.58	\$ 6,331.98	\$ 443.24	\$ 6,775.21	\$ 1,051,108.07	\$ 1,124,685.63
Condominium	0.7111	144	102.4000	\$ 10,040,668.99	\$ 69,726.87	\$ 5,065.58	\$ 354.59	\$ 5,420.17	\$ 729,443.67	\$ 780,504.73
40' - 49'	1.0000	127	127.0000	\$ 12,452,782.82	\$ 98,053.41	\$ 7,123.47	\$ 498.64	\$ 7,622.12	\$ 904,681.12	\$ 968,008.80
50' - 59'	1.2222	222	271.3333	\$ 26,605,158.05	\$ 119,843.05	\$ 8,706.47	\$ 609.45	\$ 9,315.92	\$ 1,932,835.77	\$ 2,068,134.28
60' - 69'	1.4444	158	228.2222	\$ 22,377,966.68	\$ 141,632.70	\$ 10,289.46	\$ 720.26	\$ 11,009.72	\$ 1,625,734.92	\$ 1,739,536.37
90' - 99'	2.1111	60	126.6667	\$ 12,420,098.35	\$ 207,001.64	\$ 15,038.44	\$ 1,052.69	\$ 16,091.13	\$ 902,306.63	\$ 965,468.09
Total Units:		877	1003.1778	\$ 98,365,000.00					\$ 7,146,110.18	\$ 7,646,337.89
Max Annual Debt Service:									\$ 7,146,110.18	
Rounding:									\$0.00	

(1) Excludes Discounts/Collection Costs

(2) Estimated at 4% for Discounts and 3% for Collection Costs by County

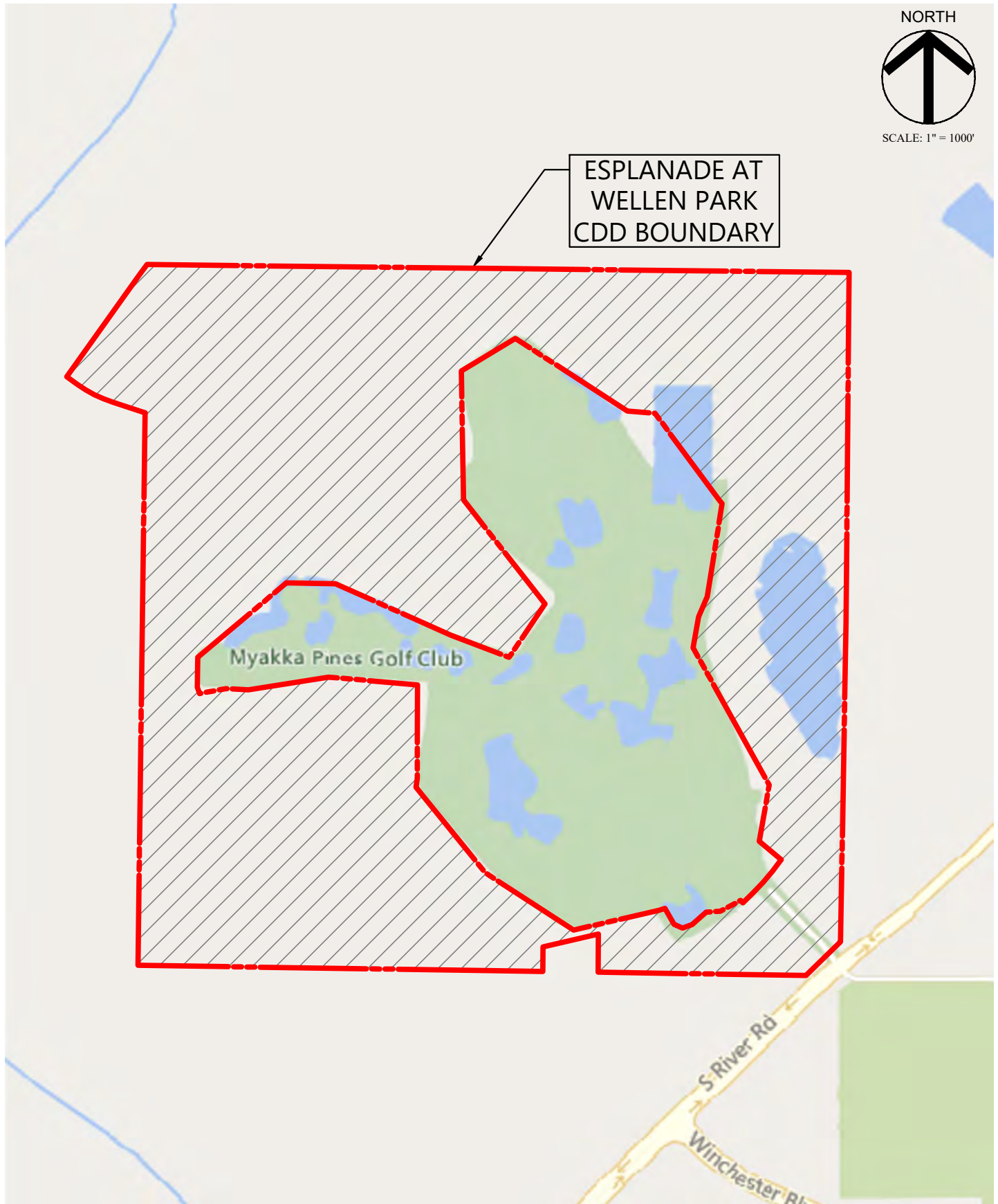
(3) Includes Discounts and Collection Costs

Esplanade at Wellen Park Community Development District
Table 5 - Assessment Roll

Exhibit	Legal Description	Unplatted Acreage	Property Owner	Assessment by Acre	Total Assessment
1 & 2	See Exhibit 1 & 2	444.4900	Taylor Morrison of Florida, Inc 551 N Cattlemen Rd, suite 200 Sarasota, FL 34232	\$ 221,298.57	\$ 98,365,000.00
Total Acres		444.4900	Total Assesment		\$ 98,365,000.00
Total Acres in Ordinance		444.4900			

EXHIBIT 1
GENERAL LOCATION MAP

\\fsar1\FLSAR1 Projects\Projects\1340-205 (Esplanade at Wellen Park)\N1 & N3 Amenities\Drawings-Exhibits\Current Plans\CDD\1340-205-E01_CDD Location Map.dwg



ESPLANADE AT WELLEN PARK CDD LOCATION MAP

PREPARED FOR:

TAYLOR MORRISON OF FLORIDA, INC.
551 NORTH CATTLEMEN ROAD, SUITE 200
SARASOTA, FL 34232
PHONE: (941) 371-0008

SECTION: TOWNSHIP: RANGE:

16 40S 20E
COUNTY, FLORIDA

FILE NAME:
1340-205-E01_CDD Location Map.dwg
SHEET: 1 OF 1

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY L. FIRELINE, P.E.
FL LICENSE NO. 63987



EXHIBIT 2
LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East

DESCRIPTION:

Sarasota County, Florida

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°20'21"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.48 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE S.89°21'05"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.62 FEET; THENCE S.00°29'34"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2647.51 FEET; THENCE S.00°59'22"W., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16 A DISTANCE OF 2390.44 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A RIGHT OF WAY TAKING DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2001037642 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.45°56'50"W., ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 363.47 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE N.89°07'28"W., ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 1563.51 FEET; THENCE N.00°19'07"E., A DISTANCE OF 286.89 FEET; THENCE S.76°58'20"W., A DISTANCE OF 427.29 FEET; THENCE S.00°52'26"W., A DISTANCE OF 184.20 FEET TO THE INTERSECTION WITH SAID SOUTH LINE; THENCE N.89°07'28"W., A DISTANCE OF 406.36 FEET; THENCE N.89°08'42"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.12 FEET; THENCE N.00°44'13"E., ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2638.22 FEET; THENCE N.00°46'23"E., ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1519.94 FEET; THENCE N.71°45'30"W., A DISTANCE OF 256.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N.63°08'49"W. 299.47 FEET, AND A CENTRAL ANGLE OF 17°13'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.60 FEET; THENCE N.54°32'07"W., A DISTANCE OF 96.77 FEET; THENCE N.35°27'53"E., A DISTANCE OF 935.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2135.00 FEET, A CHORD WHICH BEARS N.36°51'28"E. 104.07 FEET, AND A CENTRAL ANGLE OF 02°47'35"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.08 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA,

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014059615 OF THE PUBLIC RECORDS OF SARASOTA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N 00°59'22" E, FOR 500.00 FEET; THENCE N 50°11'27" W FOR 586.96 FEET TO THE POINT OF BEGINNING; THENCE N.50°00'09"W., A DISTANCE OF 214.99 Feet; THENCE N.09°58'49"E., A DISTANCE OF 429.64 Feet; THENCE N.29°00'54"W., A DISTANCE OF 1180.51 Feet; THENCE N.09°57'59"E., A DISTANCE OF 237.61 Feet; THENCE N.23°12'00"E., A DISTANCE OF 164.71 Feet; THENCE N.09°04'37"E., A DISTANCE OF 709.72 Feet; THENCE N.40°10'44"W., A DISTANCE OF 34.77 Feet; THENCE N.36°28'46"W., A DISTANCE OF 812.30 Feet; THENCE N.85°44'47"W., A DISTANCE OF 208.21 Feet; THENCE N.57°01'29"W., A DISTANCE OF 1005.88 Feet; THENCE S.58°58'31"W., A DISTANCE OF 161.12 Feet; THENCE CONTINUE Southwesterly ALONG SAID LINE, A DISTANCE OF 313.88 Feet; THENCE S.01°01'07"E., A DISTANCE OF 969.95 Feet; THENCE S.38°01'34"E., A DISTANCE OF 995.08 Feet; THENCE S.33°58'18"W., A DISTANCE OF 484.98 Feet; THENCE N.69°01'32"W., A DISTANCE OF 470.17 Feet; THENCE N.66°01'26"W., A DISTANCE OF 949.99 Feet; THENCE N.89°00'30"W., A DISTANCE OF 369.79 Feet; THENCE S.49°57'47"W., A DISTANCE OF 870.34 Feet; THENCE S.00°58'04"W., A DISTANCE OF 224.93 Feet; THENCE S.19°36'48"E., A DISTANCE OF 51.13 Feet; THENCE N.79°23'57"E., A DISTANCE OF 200.90 Feet; THENCE S.87°00'42"E., A DISTANCE OF 170.04 Feet; THENCE N.80°58'13"E., A DISTANCE OF 610.09 Feet; THENCE S.85°02'00"E., A DISTANCE OF 673.73 Feet; THENCE S.00°06'19"W., A DISTANCE OF 703.09 Feet; THENCE S.07°57'52"W., A DISTANCE OF 68.55 Feet; THENCE S.39°02'03"E., A DISTANCE OF 829.81 Feet; THENCE S.57°01'24"E., A DISTANCE OF 790.05 Feet; THENCE N.76°58'37"E., A DISTANCE OF 658.19 Feet; THENCE N.73°05'18"E., A DISTANCE OF 48.67 Feet; THENCE S.29°49'28"E., A DISTANCE OF 137.61 Feet; THENCE S.66°55'10"E., A DISTANCE OF 70.24 Feet; THENCE N.70°34'51"E., A DISTANCE OF 77.13 Feet; THENCE N.48°06'17"E., A DISTANCE OF 140.16 Feet; THENCE N.86°06'39"E., A DISTANCE OF 108.08 Feet; THENCE N.61°43'58"E., A DISTANCE OF 172.48 Feet; THENCE S.42°23'41"E., A DISTANCE OF 24.97 Feet TO THE BEGINNING OF A NON-TANGENT CURVE TO THE left HAVING A RADIUS OF 2100.00 Feet, A CHORD WHICH BEARS N.41°39'25"E. 435.03 Feet, AND A CENTRAL ANGLE OF 11°53'26"; THENCE Northeasterly ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.81 Feet TO THE POINT OF BEGINNING, SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 19361790 SQUARE FEET OR 444.49 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

REVISIONS:



CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34209
(941) 748-8340 (941) 896-9938 FAX

Digitally signed
by Dalton Cross
Date:
2025.02.21
10:25:45 -05'00'



DALTON R. CROSS, PSM. No. 7329

SHEET
1 OF 3

Scale: 1"= NONE

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land_Projects\MYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (2) Feb 21, 2025 10:51am by: dcross

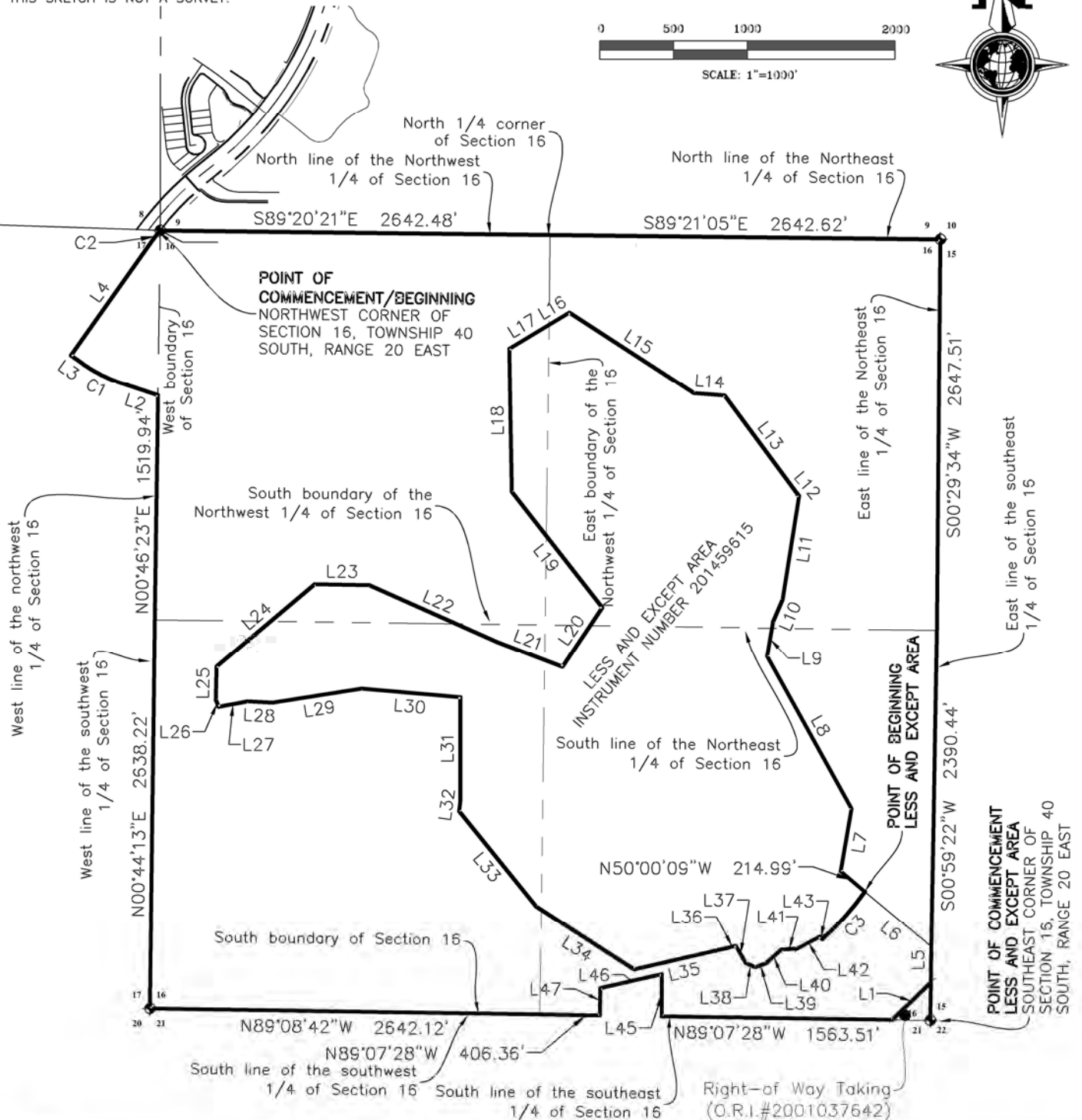
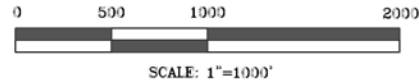
NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
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3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East
Sarasota County, Florida

ASSUMED



REVISIONS:



CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 896-9938 FAX



DALTON R. CROSS, P.S.M. No. 7329

SHEET
2 OF 3

Scale: 1"=1000'

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land_Projects\MYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (3) Feb 21, 2025 10:51am by: dcross

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East
Sarasota County, Florida

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	300.60	1000.00	17°13'23"	N63°08'49"W	299.47
C2	104.08	2135.00	2°47'35"	N36°51'28"E	104.07
C3	435.81	2100.00	11°53'26"	N41°39'25"E	435.03

Parcel Line Table

Line #	Direction	Length
L1	S45°56'50"W	363.47
L2	N71°45'30"W	256.95
L3	N54°32'07"W	96.77
L4	N35°27'53"E	935.32
L5	N0°59'22"E	500.00
L6	N50°11'27"W	586.96
L7	N9°58'49"E	429.64
L8	N29°00'54"W	1180.51
L9	N9°57'59"E	237.61
L10	N23°12'00"E	164.71
L11	N9°04'37"E	709.72
L12	N40°10'44"W	34.77
L13	N36°28'46"W	812.30
L14	N85°44'47"W	208.21
L15	N57°01'29"W	1005.88
L16	S58°58'31"W	161.12
L17	S58°58'31"W	313.88
L18	S1°01'07"E	969.95
L19	S38°01'34"E	995.08
L20	S33°58'18"W	484.98

Parcel Line Table

Line #	Direction	Length
L21	N69°01'32"W	470.17
L22	N66°01'26"W	949.99
L23	N89°00'30"W	369.79
L24	S49°57'47"W	870.34
L25	S0°58'04"W	224.93
L26	S19°36'48"E	51.13
L27	N79°23'57"E	200.90
L28	S87°00'42"E	170.04
L29	N80°58'13"E	610.09
L30	S85°02'00"E	673.73
L31	S0°06'19"W	703.09
L32	S7°57'52"W	68.55
L33	S39°02'03"E	829.81
L34	S57°01'24"E	790.05
L35	N76°58'37"E	658.19
L36	N73°05'18"E	48.67
L37	S29°49'28"E	137.61
L38	S66°55'10"E	70.24
L39	N70°34'51"E	77.13
L40	N48°06'17"E	140.16

Parcel Line Table

Line #	Direction	Length
L41	N86°06'39"E	108.08
L42	N61°43'58"E	172.48
L43	S42°23'41"E	24.97
L45	N0°19'07"E	286.89
L46	S76°58'20"W	427.29
L47	S0°52'26"W	184.20

REVISIONS:



CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 896-9938 FAX

Digitally signed
by Dalton Cross
Date: 2025.02.21
10:50:00 -0500



DALTON R. CROSS, PSM. No. 7329

SHEET
3 OF 3

Scale: 1"=1000'

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

RESOLUTION 2025-25

A RESOLUTION OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS CAPITAL IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$98,365,000 TO FINANCE THE COST OF PUBLIC INFRASTRUCTURE AND FACILITIES BENEFITING DISTRICT LANDS AND/OR ACQUIRING RELATED INTERESTS IN LAND AND FOR REFUNDING PURPOSES; APPROVING THE FORM OF A MASTER TRUST INDENTURE RELATING TO THE BONDS AND AUTHORIZING EXECUTION OF THE MASTER TRUST INDENTURE; PROVIDING FOR INDENTURES SUPPLEMENTAL THERETO; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE BONDS; APPROVING THE FORM OF AND AUTHORIZING EXECUTION OF THE BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE BONDS; AUTHORIZING JUDICIAL VALIDATION OF THE BONDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the “Board”) of the Esplanade at Wellen Park Community Development District (the “District” or the “Issuer”) is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (as set forth in the ordinance establishing the District enacted by Sarasota County, Florida) and other applicable provisions of law (collectively, the “Act”). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the form of Master Trust Indenture attached hereto as Exhibit A (the “Master Indenture”).

SECTION 2. FINDINGS.

A. The Issuer is a community development district, a local unit of special purpose government organized and existing under and pursuant to the Act. The Issuer was established for the purpose, among other things, of delivering certain community development services and facilities as authorized by the Act, including planning, financing, constructing, acquiring, owning, operating and maintaining the “Series Projects” and “Additional Series Projects.”

B. The Issuer is empowered by the Act to provide projects such as the Series Projects and Additional Series Projects and desires to authorize the financing and refinancing thereof and the issuance of its Bonds and its Subordinate Debt as permitted by, and in accordance with, the Act.

C. The Issuer desires to appoint U.S. Bank Trust Company, National Association (the “Trustee”), as Trustee, Paying Agent, and Bond Registrar with respect to the Bonds and Subordinate Debt.

D. The Issuer desires to authorize the judicial validation of the Bonds and Subordinate Debt.

SECTION 3. AUTHORIZATION OF THE BONDS AND SUBORDINATE DEBT. The Issuer hereby authorizes the issuance of its Bonds for the purpose of paying all or a part of the Cost of a Series

Project or Additional Series Project (including for completion purposes) and for refunding Bonds of a Series. The Bonds shall be issued from time to time, in one or more Series, pursuant to the Master Indenture, as supplemented by one or more Supplemental Indentures, and designated as "Capital Improvement Revenue Bonds, Series [____]" (the series designation(s) to be as set forth in a Supplemental Indenture relating to the Bonds of such Series). The aggregate principal amount of the Bonds which may be issued pursuant to the Master Indenture is unlimited. The District hereby authorizes the issuance of Bonds in one or more Series pursuant to the Master Indenture Bonds in one or more Series in an aggregate principal amount not exceeding \$98,365,000.00 (excluding any Bonds issued to refund such Bonds), which shall be subject to judicial validation prior to the date of issuance thereof. The details of the Bonds of each Series, including the aggregate principal amount of such Bonds, the per annum rate of interest of such Bonds, the dated date and maturity date of such Bonds (which shall not exceed the maximum date permitted by law), and the related redemption provisions, shall be as provided in a Supplemental Indenture relating to such Series of Bonds and in the subsequent resolution of the Issuer approving such Supplemental Indenture. Each Series of Bonds shall be substantially in the form of the bond attached to the Master Indenture. Each Series of Bonds shall be executed in the manner provided in the Master Indenture. The aggregate principal amount of Subordinate Debt that may be issued pursuant to the Master Indenture or otherwise is not limited. Subordinate Debt may be evidenced by a promissory note or similar obligation issued by the Issuer from time to time. The terms of any Subordinate Debt shall be as set forth in a Supplemental Indenture of the Issuer authorizing such Subordinate Debt.

**SECTION 4. APPOINTMENT OF TRUSTEE, PAYING AGENT AND BOND REGISTRAR;
AUTHORIZATION OF MASTER INDENTURE.**

(a) The Issuer hereby appoints U.S. Bank Trust Company, National Association (the "Trustee") as the Trustee, Paying Agent and Bond Registrar under the Master Indenture and each Supplemental Indenture.

(b) The form of the Master Indenture attached hereto as Exhibit A to be entered into between the Issuer and the Trustee is hereby authorized and approved. The Chair of the Board (the "Chair") or the Vice-Chair of the Board (the "Vice-Chair") is hereby authorized to execute, and the Secretary of the Board and his or her designee (the "Secretary") is hereby authorized to attest, the Master Indenture in substantially the form attached, with such changes therein as are necessary or desirable and as shall be approved by officer of the Issuer executing the same, in consultation with the District's General Counsel and Bond Counsel, such approval to be conclusively evidenced by the execution thereof.

(c) As contemplated by the Master Indenture, the Issuer and the Trustee shall enter into a Supplemental Indenture in connection with each Series of the Bonds and may enter into a Supplemental Indenture with respect to Subordinate Debt. The issuance of a particular Series of Bonds, particular Subordinate Debt and the execution and delivery of the related Supplemental Indenture(s) shall be authorized by subsequent resolutions of the Issuer.

(d) The form of the Bonds is attached as Exhibit A to the Master Indenture. The Bonds shall be substantially of the tenor set forth in such Exhibit, with such modifications, omissions, insertions and variations as may be determined by the Chair or the Vice-Chair to be necessary or desirable or as may be authorized or permitted by the Master Indenture and any Supplemental Indenture adopted prior to the issuance of the Bonds of a Series, or as may be necessary to comply with applicable laws, rules and regulations of the United States of America and the State of Florida in effect upon the issuance thereof. The Chair or Vice-Chair is hereby authorized and directed to execute and/or to cause his or her

facsimile signature to be placed on each of the Bonds and the Secretary is hereby authorized to attest such signature by manual or facsimile signature. The Chair or Vice-Chair and the Secretary are further authorized to cause the corporate seal of the District to be imprinted or reproduced on each of the Bonds, to cause the Bonds to be printed in certificated form, and to deliver the Bonds to the Trustee for authentication and delivery.

SECTION 5. APPLICATION OF THE PROCEEDS OF THE BONDS. The proceeds derived from the sale of the Bonds of each Series shall be applied by the District simultaneously with the delivery thereof for the purposes stated in, and in a manner consistent with, the Indenture. The specific amounts to be deposited in the Funds and Accounts shall be as set forth in a certificate executed by the Chair or Vice-Chair and delivered at the time of issuance of the Bonds of each Series.

SECTION 6. BOND VALIDATION. The District's General Counsel and Bond Counsel are hereby authorized and directed to take appropriate proceedings in the Circuit Court in and for Sarasota County, Florida, for validation and the proceedings incident thereto for the Bonds and Subordinate Debt. The Chair or Vice-Chair is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District's manager and engineer, are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

SECTION 7. MISCELLANEOUS. The Chair, Vice-Chair and Secretary of the Board, the District's General Counsel, Bond Counsel, District Manager, Consulting Engineers, Assessment Consultant, and other authorized officers of the District are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the District, including a Letter of Representations with The Depository Trust Company, that are necessary or desirable in connection with the Indenture, the Bonds, Subordinate Debt, the validation authorized herein, or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture.

SECTION 8. SEVERABILITY. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 9. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Esplanade at Wellen Park Community Development District this 19th day of August, 2025.

[SEAL]

**ESPLANADE AT WELLEN PARK COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: John Wollard

Office: Chairman, Board of Supervisors

ATTEST:

James Ward, Secretary

EXHIBIT A

FORM OF MASTER INDENTURE

MASTER TRUST INDENTURE
ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT DISTRICT

TO

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

Dated as of [_____] 1, 202[__]

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MASTER TRUST INDENTURE

THIS IS A MASTER TRUST INDENTURE, dated as of [_____] 1, 202[___], by and between **ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the “District”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the “Trustee”), a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Fort Lauderdale, Florida (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture being hereinafter referred to as the “Trustee”).

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the “Act”), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes, as amended; and

WHEREAS, the District has the power and authority under and by virtue of Section 190.021 of the Act to levy and collect Benefit Special Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereafter defined) is and will be necessary and desirable in serving the District’s goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District; and

WHEREAS, the execution and delivery of the Bonds and of this Master Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds (hereafter defined) by the Owners (hereafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of this Master Indenture, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (i) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (ii) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED (a) that this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) that the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) that the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) that the Bonds of a Series are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the District covenants and agrees

with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I. DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Accountant” shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

“Accountant’s Certificate” shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

“Accounts” shall mean all accounts created pursuant to Section 502 hereof except amounts on deposit in the Series Rebate Account within the Rebate Fund.

“Accreted Value” shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Bond as of such date shall be the amount determined by compounding the Accreted Value of such Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

“Acquisition and Construction Fund” shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

“Act” shall mean Chapter 190, Florida Statutes, as amended from time to time.

“Additional Bonds” shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of pari passu Additional Bonds of such Series.

“Additional Series Project” shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

“Amortization Installments” shall mean the moneys required to be deposited in a Series Redemption Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

“Assessments” shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170 Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

“Authorized Denomination” shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of \$5,000 or any integral multiple thereof.

“Authorized Officer” shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

“Beneficial Owners” shall have the meaning given such term by the Depository Trust Company so long as it is the registered Owner through its nominee Cede & Co of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and, shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

“Benefit Special Assessments” shall mean benefit special assessments levied and collected in accordance with Section 190.021(2), Florida Statutes, as amended from time to time, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

“Bond Anticipation Notes” shall mean bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series of Bonds.

“Bond Counsel” shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

“Bond Registrar” or **“Registrar”** shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registry of the District reflecting the names, addresses, and other identifying information of Owners of Bonds of such Series.

“Bond Year” shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

“Bonds” shall mean the Outstanding Bonds of all Series.

“Business Day” shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed or a day on which the New York Stock Exchange is closed.

“Capital Appreciation Bonds” shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

“Capitalized Interest” shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of a Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

“Capitalized Interest Account” shall mean any Capitalized Interest Account to be established within a Series Debt Service Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

“Chair” shall mean the Chair of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

“Completion Bonds” shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

“Connection Fees” shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

“Consulting Engineers” shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

“Cost” as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

“Credit Facility or Liquidity Facility” shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

“Current Interest Bonds” shall mean Bonds of a Series the interest on which is payable at least annually.

“Date of Completion” with respect to a Series Project or Additional Series Project shall mean: (i) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineers filed with the Trustee and the District; or (ii) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineers, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineers shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

“Debt Service” shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

“Debt Service Fund” shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

“Defeasance Securities” shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (i) Government Obligations, (ii) any Tax Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax Exempt Obligations, (iii) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust and (iv) investment agreements at least 100% collateralized by obligations described in clauses (i), (ii) or (iii) above.

“Delinquent Assessments” shall mean, collectively, any and all installments of any Assessments which are not paid when due including any applicable grace period under state law or District proceedings.

“Depository” shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

“Direct Billed” shall mean Assessments or Operation and Maintenance Assessments, applicable within the context such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

“District” shall mean the Esplanade at Wellen Park Community Development District, a community development district established pursuant to the Act or any successor thereto which succeeds to the obligations of the District hereunder.

“Engineers’ Certificate” shall mean a certificate of the Consulting Engineers or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

“Fiscal Year” shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

“Funds” shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

“Governing Body” shall mean the Board of Supervisors of the District.

“Government Obligations” shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

“Indenture” shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures, and, shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

“Insurer” shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

“Interest Payment Date” shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

“Investment Obligations” shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Notes or Bonds, any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

- (i) Government Obligations;
- (ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may

presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;

(iii) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(iv) Negotiable or non-negotiable certificates of deposit, Time Deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii) above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(v) Bank or broker repurchase agreements fully secured by securities specified in (i) or (ii) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;

(vi) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(vii) Any short term government fund or any money market fund whose assets consist of (i), (ii) and (iii) above;

(viii) Commercial paper which at the time of purchase is rated in the highest rating category without regard to gradations with such category by either S&P or Moody's;

(ix) (A) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee, and (B) obligations of any state of the

United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(x) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws.

Under all circumstances, the Trustee shall be entitled to conclusively rely on the direction of an Authorized Officer that any investment directed by the District is permitted under the Indenture and is a suitable and legal investment for funds of the District.

“Letter of Credit Agreement” shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

“Liquidity Agreement” shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

“Majority Owners” shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of a Series of Bonds then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

“Master Indenture” shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

“Maturity Amount” shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

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

“Operation and Maintenance Assessments” shall mean assessments described in Section 190.022(1) Florida Statutes for the maintenance of District facilities or the operations of the District.

“Option Bonds” shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

“Outstanding” when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(i) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(iv) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI of this Master Indenture.

“Owner” or **“Owners”** shall mean the registered owners from time to time of Bonds.

“Paying Agent” shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

“Pledged Funds” shall mean all of the Series Pledged Funds.

“Pledged Revenues” shall mean all of the Series Pledged Revenues.

“Prepayments” shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due.

“Property Appraiser” shall mean the Property Appraiser of Sarasota County, Florida, or the person succeeding to such officer’s principal functions.

“Rebate Amount” shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

“Rebate Analyst” shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

“Rebate Fund” shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

“Record Date” shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day and shall exclude any special record date established pursuant to Section 202 hereof.

“Redemption Price” shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

“Refunding Bonds” shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Outstanding Bonds.

“Reserve Fund” shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

“Revenue Fund” shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

“S&P” shall mean S&P Global Ratings, a division of S&P Global Inc., its successors and its assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

“Secretary” shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee or the person succeeding to his or her principal functions.

“Serial Bonds” shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

“Series” shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

“Series Acquisition and Construction Account” shall mean the account within the Acquisition and Construction Fund with respect to each Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

“Series Debt Service Account” shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

“Series Interest Account” shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

“Series Optional Subaccount” shall mean the subaccount with respect to a Series of Bonds established within a Series Redemption Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

“Series Pledged Funds” shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

“Series Pledged Revenues” shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

“Series Prepayment Subaccount” shall mean the subaccount with respect to a Series of Bonds established within a Series Redemption Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

“Series Principal Account” shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

“Series Project” or ***“Series Projects”*** shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

“Series Rebate Account” shall mean the account in the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

“Series Redemption Account” shall mean the account so designated in, and created pursuant to, Section 502 hereof.

“Series Reserve Account” shall mean the Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

“Series Reserve Account Requirement” shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for each Series of Bonds provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the “Series Reserve Account Requirement” shall be an amount equal to the least of: (A) Maximum Annual Debt Service Requirement for all Outstanding Bonds of such Series, (B) 125% of the average annual debt service for all Outstanding Bonds of such Series, or (C) the aggregate of 10% of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of: (1) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (2) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the least of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (C) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide, among other things, that the Series Reserve Account Requirement for a Series is zero (\$0.00).

“Series Revenue Account” shall mean the Revenue Account for a Series of Bonds established in the Revenue Fund by Supplemental Indenture for such Series of Bonds.

“Series Sinking Fund Account” shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

“Subordinate Debt” shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

“Supplemental Indenture” shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

“Taxable Bonds” shall mean Bonds of a Series which are not Tax Exempt Bonds.

“Tax Collector” shall mean the Tax Collector of Sarasota County, Florida, or the person succeeding to such officer’s principal functions.

“Tax Exempt Bonds” shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

“Tax Exempt Obligations” shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

“Term Bonds” shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

“Time Deposits” shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any Federal or State of Florida savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by Florida law.

“Trust Estate” shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

“Trustee” shall mean U.S. Bank Trust Company, National Association, with its designated office in Fort Lauderdale, Florida, and any successor trustee appointed or serving pursuant to Article VI hereof.

“Uniform Method” shall mean the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

“Variable Rate Bonds” shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “Bond,” “Owner,” “person,” “Paying Agent,” and “Bond Registrar” shall include the plural as well as the singular number and the word “person” shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of Florida law shall be deemed to include any and all amendments thereto.

ARTICLE II.

FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided

in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds, subject to the requirements, if any, set forth in that or any other applicable Supplemental Indenture.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, or as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit and/or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida, provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000, or, if less than such amount, all of the Outstanding Bonds of a Series, in aggregate principal amount of the Bonds). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by, or bear the facsimile signature of the Chair, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by, or bear the

facsimile signature of the Trustee; provided, however, that each Bond shall be manually signed by either the Chair, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on the Bonds. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and reconversion to be endorsed on such Bonds, shall be substantially in the form set forth on Exhibit A hereto, except as otherwise provided in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered owner of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of Florida. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have

the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds. There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of: (i) paying all or part of the Cost of a Project or Projects or refunding an Outstanding Series of Bonds or any portion thereof; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; and (iii) paying the costs and expenses of issuing such Series of Bonds.

Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following (unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds):

- (i) an executed and attested original or certified copy of this Master Indenture;
- (ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;
- (iii) an opinion of counsel to the District, also addressed to the Trustee (to the limited extent provided therein), substantially to the effect that (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to construct and/or purchase the Series Project being financed with the proceeds of the applicable Series of Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the Series Project, (iii) all proceedings undertaken by the District with respect to the Assessments and/or Benefit Assessments included in the Trust Estate pledged to the Series of Bonds have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Assessments and/or Benefit Assessments included in the Trust Estate pledged to the Series of Bonds, and (v) the Assessments and/or Benefit Assessments included in the Trust Estate pledged to the Series of Bonds are legal, valid and binding liens upon the property against which they are

made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are not Taxable Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chair or Vice Chair of the District. The delivery to the Trustee of the net proceeds from the sale of a Series of Bonds shall be conclusive evidence of the delivery of the above items to the satisfaction of the underwriter(s) or other purchaser(s) of the applicable Series of Bonds and the District.

The proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement, if any, or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Temporary Bonds. Pending delivery of definitive Bonds, there may be executed, authenticated, and delivered to the Owners thereof, in lieu of definitive Bonds and subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in Authorized Denominations, substantially of the tenor set forth in the Bond form to be set forth in the Supplemental Indenture authorizing such Series of Bonds. The District shall cause definitive Bonds to be prepared and to be executed, endorsed, registered and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and cause to be authenticated and delivered, in exchange therefor, at the place designated by the Owner, without expense to the Owner, definitive Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest or yield to maturity at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be

entitled to the same benefits of this Master Indenture and any Supplemental Indenture as the definitive Bonds to be issued hereunder.

Section 209. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated or destroyed or lost, the District may cause to be executed, and the District may cause to be delivered, a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 210. Pari Passu Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable *pari passu* with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 211. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution or Supplemental Indenture authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District or Supplemental Indenture authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions or Supplemental Indenture authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit, in the related Series Interest Account. In the event that the District adopts a resolution rather than a Supplemental Indenture authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. If authorized by resolution in lieu of a Supplemental Indenture, the Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the

resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

The provisions of this Master Indenture shall apply to Bond Anticipation Notes issued pursuant hereto, except where the context clearly requires otherwise or as otherwise provided in a related Supplemental Indenture and such Bond Anticipation Notes shall constitute “Bonds” hereunder, except as otherwise provided in the Supplemental Indenture relating to such Bond Anticipation Notes.

Section 212. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture either (i) may be issued as Tax Exempt Bonds, or (ii) may be issued as Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE III. REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the thirty-first (31st) Business Day next preceding the date to be fixed for such optional redemption. Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular Bonds of a Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereafter referred to as the “unit of principal amount”).

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the Redemption Price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price

(including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the thirty-first (31st) Business Day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar; and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (i) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (ii) the CUSIP numbers of all Bonds being redeemed; (iii) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (iv) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the series designation; (v) the rate or rates of interest borne by each Bond being redeemed; (vi) the maturity date of each Bond being redeemed; (vii) the place or places where amounts due upon such redemption will be payable; and (viii) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price (except as otherwise provided in a Supplemental Indenture relating to a Series of Bonds) and shall state that further interest on such Bonds will not accrue from and after the redemption date. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice of redemption also shall be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or

upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and, moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof.

ARTICLE IV. ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the “Acquisition and Construction Fund” which shall be held by the Trustee and to the credit of the Series Acquisition and Construction Accounts there shall be deposited the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments From Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of Project. For the purposes of this Master Indenture, the Cost of the Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of Florida law, or this Master Indenture, the following:

(i) ***Expenses of Bond Issuance.*** All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit and Liquidity Facility fees and costs, attorneys’ fees, underwriting fees and discounts, the Trustee’s acceptance fees, expenses and

Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(ii) ***Accrued and Capitalized Interest.*** Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Interest Account or Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account or Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Capitalized Interest Account or Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Acquisition and Construction Account.

(iii) ***Acquisition Expenses.*** The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-law, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute the Series Project or which are necessary or convenient to acquire, install and construct the Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(iv) ***Construction Expense.*** All costs incurred including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of the Series Project, and including without limitation costs incident to the award of contracts.

(v) ***Other Professional Fees and Miscellaneous Expenses.*** All legal, architectural, engineering survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of the Series Project.

(vi) ***Other Expenses.***

(1) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction.

(2) Costs of surveys, estimates, plans and specifications.

(3) Costs of improvements.

- (4) Financing charges.
- (5) Creation of initial reserve and debt service funds.
- (6) Working capital.
- (7) Amounts to repay temporary or bond anticipation notes or loans made to finance any costs permitted under the Act.
- (8) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.
- (9) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.
- (10) Expenses of Project management and supervision.
- (11) Costs of effecting compliance with any and all governmental permits relating to the Series Project.
- (12) Any other “cost” or expense as provided by the Act.
- (vii) **Refinancing Costs.** All costs described in (i) through (vi) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation, of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. Except as otherwise provided in a Supplemental Indenture, on the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V. ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds and Accounts. The following funds and accounts are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account,

(i) a Series Interest Account,

(ii) a Series Principal Account,

(iii) a Series Sinking Fund Account,

(iv) a Series Redemption Account and therein a Prepayment Subaccount and an Optional Redemption Subaccount for each Series of Bonds issued hereunder, and

(v) a Capitalized Interest Account for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Series Accounts or dispense with the Series Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) Deposits. The District shall pay to the Trustee, for deposit into the related Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, within a reasonable time determined by the District, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof; and

(iv) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in the Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above, unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds.

(b) Disbursements. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit B hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate of the Consulting Engineers, if required, the Trustee shall promptly withdraw from the Series Acquisition and Construction Account to the extent there are sufficient funds and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section 503(b) or to determine that the requisition is for payment of a Cost for which payment is permitted hereunder.

(c) Inspection. All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineers, the Owner of twenty percent (20%) or more of the Outstanding Bonds of the related Series, and the agents and representatives thereof.

(d) Completion of Series Project. On the Date of Completion, the balance in the Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of the Series Project shall be applied in accordance with the provisions

of Section 404 hereof, unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds.

Section 504. Revenue Fund and Series Revenue Accounts. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to promptly deposit, within a reasonable time as determined by the District, upon receipt of all such Pledged Revenues (except Prepayments which the District shall identify to the Trustee as such upon deposit of such funds with the Trustee), when received, into the related Series Revenue Account and to promptly deposit, within a reasonable time as determined by the District, all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds. The Trustee may assume that any payments made by the District are not Prepayments and are to be deposited into the applicable Series Revenue Account absent written notification to the contrary to the Trustee at the time such funds are deposited with the Trustee.

Section 505. Debt Service Fund and Series Debt Service Account.

(a) Principal, Maturity Amount, Interest and Amortization Installments. On the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority, except as otherwise provided in a Supplemental Indenture relating to a Series of Bonds:

(i) to the credit of the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the credit of the Series Rebate Account the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) Disposition of Remaining Amounts on Deposit in Series Revenue Account. Subject to the provisions of Section 604 hereof and unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, and Series Redemption Account in each Bond year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installment required to be paid into the Series Redemption Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then, such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser, or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to pay the operating and administrative costs and expenses of the District, unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account on November 2 of a Bond Year shall be retained therein, or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account, unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds.

(c) Series Reserve Account. Moneys held for the credit of a Series Reserve Account shall be used for the purposes of (i) paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose and as may otherwise be provided in Section 510 or a Supplemental Indenture relating to a Series of Bonds and (ii) as otherwise permitted herein or a related Supplemental Indenture.

(d) Series Debt Service Account. Moneys held for the credit of a Series Principal Account and Series Interest Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and to redeem Term Bonds of such Series that are subject to mandatory redemption from Amortization Installments, as the case may be.

(e) Series Redemption Account. Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) Payment to the District. When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Series Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series to the aggregate principal amount of all Series Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) Excess Amounts in Series Redemption Account. Unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, the Trustee shall, but only at the written direction of an Authorized Officer on or prior to the thirty-first (31st) Business Day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption or extraordinary mandatory redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) Purchase of Bonds of a Series. The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase

price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Principal Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Redemption Account to pay the purchase price of such Bonds; (ii) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (ii) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (ii) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (iii) containing cash flow which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (ii) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased

pursuant to this Subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installment for Bonds of such Series first coming due in the current Bond Year, or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bond.

Section 507. Rebate Fund and Series Rebate Accounts.

(a) Creation. There is hereby created and established a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) Payment to United States. The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) Deficiencies. If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as in paragraph (b) above provided. The Trustee has no obligation to pay from its own funds any amounts owed hereunder by the District.

(d) Survival. The covenants and agreements of the District in this Section 507 and Section 809, and, any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Series Accounts shall be invested as hereinafter in this Section 508 provided.

(a) Series Acquisition and Construction Account, Revenue Account and Debt Service Account. Moneys held for the credit of a Series Acquisition and Construction Account, the Series Revenue Account, and the Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Series Account will be required for the purposes intended.

(b) Series Reserve Account. Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) Investment Obligations as a Part of Funds and Accounts. Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds absent written direction from an Authorized Officer. The Trustee has no duty to determine or monitor the rating of the investments selected hereunder.

(d) Valuation. In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. Except as otherwise provided in a Supplemental Indenture applicable to a Series of Bonds, the Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the Redemption Price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of

determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at the maturity value thereof, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds. For purposes of this Section: (a) a “deficiency” shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement, but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement, and (b) a “surplus” shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account, and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. Unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, any deficiency determined upon such valuation shall not, in and of itself, constitute an Event of Default with respect to the related Series of Bonds or require any action by the District unless an Event of Default has occurred, in which case, upon receipt of notice of a deficiency while an Event of Default has occurred and is continuing, the District shall immediately pay the amount of such deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the written direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account, unless otherwise provided in a Supplemental Indenture relating to the applicable Series of Bonds.

Section 510. Investment Income. Unless provided otherwise in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Series Account and used for the purpose of such Account. Unless provided in a Supplemental Indenture, earnings on investments in a Series Principal Account and Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall unless otherwise therein provided in a Supplemental Indenture be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited, as realized, in the Series Revenue Account.

(b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the credit of the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

Section 511. Cancellation of the Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall execute, upon the written request of the District, a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI. CONCERNING THE TRUSTEE

Section 601. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under Florida law, but without waiving any limitations of liability set forth in Section 768.28, Florida Statutes, or other applicable law, shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture other than moneys from a Credit Facility or a Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and, after receipt of written notice thereof by a Credit Facility issuer or a Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all fees and expenses to

which it may incur or be put and to protect it against all liability, except liability resulting from its own negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement. The Trustee shall have no liability for acting upon the direction of the Majority Owners upon an Event of Default.

Section 609. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer, and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series as to which such Event of Default exists and filed with the Trustee and the District.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

Section 613. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer, and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder; and thereupon such successor Trustee, without any further act, deed, or conveyance, shall, except for the rights of the predecessor Trustee under Section 604 hereof, become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger or consolidation or sale to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar (i) shall be a commercial bank or trust company (a) duly organized under the laws of the United States or any state or territory thereof, (b) authorized by law to perform all the duties imposed upon it by this Master Indenture, and (c) capable of meeting its obligations hereunder, and (ii) shall have a combined net capital and surplus of at least \$50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged or converted or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, entity or purchaser resulting from any merger or consolidation or sale to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VII. FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Series Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Accounts in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Series Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit or Liquidity Facilities with respect to such series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII. COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further

resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, but without intending to waive any limitations on liability set forth in Section 768.28, Florida Statutes, or other applicable law, defend, preserve and protect the pledge and lien created by this Master Indenture, any Supplemental Indenture, and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenue. The District has or will have upon the date of issuance of each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (i) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (ii) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be deposited to the credit of the related Series Revenue Account or otherwise applied as provided in the corresponding Supplemental Indenture of the related Series. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineers shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or

disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture of the related Series.

Notwithstanding the foregoing, the District may: (i) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (ii) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (iii) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

All of the foregoing shall be subject to the provisions of Section 809 hereof.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Reports. The District covenants and agrees that it will comply with the provisions of Chapter 189, Florida Statutes, as amended, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District with respect to any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become “arbitrage bonds” as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States that Rebate Amount at the time and place required by this Master Indenture and any Supplemental Indenture or any undertaking by the District in a federal tax certificate executed and delivered in connection with a Series of Bonds.

Section 810. Enforcement of Payment of Assessment. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be

necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged; and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments.

The District shall levy and collect Assessments and Benefit Special Assessment in accordance with applicable Florida law.

Section 812. Delinquent Assessment. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessments, shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deed as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment or Benefit Special Assessments, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Bonds of the Series, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments. Notwithstanding anything to the contrary herein, the District and/or the Trustee, to the extent acting individually or jointly, in pursuing foreclosure proceedings with respect to any lot or parcel delinquent in the payment of any Assessment or Benefit Special Assessment Pledged to a Series of Bonds, shall be entitled to first recover from any foreclosure, before such proceeds are applied to the payment of principal or interest on the applicable Series of Bonds, all fees and costs expended in connection with such foreclosure, regardless whether such fees and costs could be construed as Assessments, Benefit Special Assessments or Pledged Revenues.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. Unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, if any property shall be offered for sale for the nonpayment of any Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount equal to the full amount due on the Assessments or Benefit Special Assessments (principal,

interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessments or Benefit Special Assessments, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Outstanding Bonds of such Series.

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt (unless otherwise provided in a Supplemental Indenture) except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to Florida law.

Section 816. Re-Assessments. If any Assessments or Benefit Special Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessments or Benefit Special Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessments or Benefit Special Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture and any Supplemental Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance the issue of such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State of Florida applicable to the District.

Section 818. Secondary Market Disclosure. The District covenants and agrees with the Owners, from time to time, of the Bonds issued hereunder to make best efforts to provide, or cause to be provided, on a timely basis, all appropriate information repositories such information and documents as shall be required by applicable law to enable Owners to purchase and resell the Bonds issued, from time to time, hereunder. For purposes of complying with the above-described provision, the District may rely on an opinion of counsel which is familiar with disclosure of information relating to municipal securities. Nothing herein shall, however, require the District to provide disclosure in order to enable the purchaser of a security in a “private placement transaction” within the meaning of applicable securities laws, to offer or re-sell such security in other than a “private placement transaction.” Nothing in this Section 818 is intended to impose upon the District, and this Section 818 shall not be construed as imposing upon the District, any disclosure obligations beyond those imposed by applicable law; provided, however, failure to so comply with the provisions of this Section 818 or any agreement executed by the District in furtherance thereof, shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

ARTICLE IX. EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Master Indenture unless the aggregate principal amount of all Bonds of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended shall have previously been paid in full.

Section 902. Events of Default. In addition to any events set forth in a Supplemental Indenture relating to a Series of Bonds, each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) Any payment of Debt Service on such Series of Bonds is not made when due;
- (b) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project;
- (c) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or

decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(d) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(f) Any portion of the Assessments pledged to a Series shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds) (each, a "Reserve Account Event") unless within sixty (60) days from the applicable Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the applicable Reserve Account, or (ii) the portion of the Delinquent Assessments giving rise to the applicable Reserve Account Event are paid and are no longer Delinquent Assessments;

(g) Material breach by the District of any material covenant made by it in the Indenture securing a Series of Bonds, the breach of which adversely impacts the District's ability to pay Debt Service on such Series of Bonds, and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; and

(h) More than twenty-five percent (25%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the Assessments the revenues from which are pledged to pay a Series of Bonds are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified in clauses (a) through (g) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of such Series then Outstanding, by a notice in writing to

the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series then Outstanding not then due except by virtue of a declaration under this Section, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

No optional redemption or extraordinary mandatory redemption of a Series of Bonds shall occur unless all of the Bonds of the Series with respect to which an Event of Default has occurred and is continuing will be redeemed or if 100% of the Owners of the affected Series of Bonds agree to such redemption.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under Florida law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights, subject to the applicable provisions of a Supplemental Indenture relating to such Series of Bonds.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607 and any applicable provisions of a Supplemental Indenture relating to such Series of Bonds, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such

direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904 or the applicable Supplemental Indenture.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series Outstanding have requested the Trustee, in writing, to exercise the powers granted in this first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of such Series Outstanding. The provisions of this immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904 and the applicable provisions of the related Supplemental Indenture. No one or more Owner of such Series of Bonds shall have any right in any manner whatever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments and/or Delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments and/or Delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series, subject to the applicable provisions of the related Supplemental Indenture. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or state law, and subject to the applicable provisions of the related Supplemental Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of

Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:

First: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

Second: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

Third: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and, then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then,

if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's negligence or willful misconduct and shall not cause the District to waive any limitations of liability as may be set forth in Section 768.28, Florida Statutes, or other applicable law.

Section 913. Provision Relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any parcel or parcels which are in the aggregate subject to at least three percent (3%) of the Assessments pledged to the Bonds of a Series Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). If the District becomes aware of such Proceeding, it shall provide written notice thereof to the Trustee.

(b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indenture (provided, however, the Majority Owners of the Bonds of a Series then Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners or the Trustee, acting at

the direction of such Majority Owners, within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Bonds of a Series Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners of the Bonds of a Series then Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners and the Trustee within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);;

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series, Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion; provided,

however, that such claim shall not affirmatively seek to reduce the amount or receipt of Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

ARTICLE X. EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

ARTICLE XI. SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owners' Consent. The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

- (a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds of a Series; or
- (b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds of a Series which defease and discharge the

Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Outstanding Bonds; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, or other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (a) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (b) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Bonds Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent. Subject to the provisions contained in this Section, and not otherwise, the Majority Owners then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(h) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(i) a reduction in the principal, premium, or interest on any Bond;

(j) a preference or priority of any Bond over any other Bond; or

(k) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

In addition to the foregoing, the Majority Owners of any Series then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to

such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

(l) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(m) a reduction in the principal, premium, or interest on any Bond of such Series;

(n) a preference or priority of any Bond of such Series over any other Bond of such Series;

(o) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture; or

(p) any amendments to this Article XI.

If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section.

Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indenture supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee at the expense of the District the opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or

general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104. Supplemental Indenture Part of Indenture. Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.

Section 1105. Insurer or Issuer of a Credit or Liquidity Facility as Owner of Bonds. As long as a Credit or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit or Liquidity Facility, as the case may be, the issuer of the Credit or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit or Liquidity Facility: (i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Series at the time Outstanding; (ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and (iii) following an Event of Default for all other purposes. Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting: (i) a change in the terms of redemption or maturity of any Bonds of a Series Outstanding or of any installment of interest thereon; or (ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII. DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and any Letter of Credit Agreement and any Liquidity Agreement and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the

fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the written request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds or of a particular maturity, of a particular Series or of any part of a particular maturity or Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Defeasance Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Defeasance Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section. All Outstanding Bonds of any particular maturity or Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date; (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be; (iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice to the registered Owners of such Bonds and to the Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and (iv) there shall have been delivered to the

Trustee, at the expense of the District, an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax-Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Trustee: (i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate or, and to the extent all obligations under any Letter of Credit Agreement or any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility and any Liquidity Facility securing the Bonds with respect to which such Defeasance Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and (ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement or any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture. For the purposes of this provision, Defeasance Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(c) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture or under any Letter of Credit Agreement or any Liquidity Agreement.

(d) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and

interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if, at the time a deposit is made pursuant to this subsection (d), the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (d). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement or any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture or any Letter of Credit Agreement or Liquidity Agreement.

(e) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for six (6) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(f) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(g) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (f) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds Outstanding" were a reference to the "Bonds of such Series Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

**ARTICLE XIII.
MISCELLANEOUS PROVISIONS**

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, consent, request or other communication or instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be provided in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually) and shall be deemed to have been sufficiently given or filed for all purpose of this Master Indenture if and when sent by overnight delivery, certified mail, return receipt requested or e-mail:

To the District, addressed to:

Esplanade at Wellen Park Community Development District
c/o District Manager
JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association
500 W. Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309
Attention: Corporate Trust Department

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chair, or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State of Florida shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegal and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to Esplanade at Wellen Park CDD Master Trust Indenture]

(SEAL)

**ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chair

ATTEST:

By: _____
Secretary

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A
FORM OF BONDS

No. R-[]

\$[]

United States of America
State of Florida
ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 20____

Interest
Rate

Maturity
Date

Dated
Date

CUSIP NO.

Registered Owner:

Principal Amount:

ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on [] 1, 20[], until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made

only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida or any alternate or successor paying agent (collectively, the “Paying Agent”), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 20___ Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. As long as this Bond is maintained under a book-entry only system, no presentment of this Bond is required. All capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated “\$[_____] Esplanade at Wellen Park Community Development District Capital Improvement Revenue Bonds, Series 20[_____]” (collectively, the “Series 20[_____] Bonds”) issued as on Series under a Master Trust Indenture, dated as of [_____] 1, 202[_____] (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), located in Fort Lauderdale, Florida, as [amended and] supplemented by a [_____] Supplemental Trust Indenture, dated as of [_____] 1, 20[_____] (the “Supplemental Indenture”), between the District and the Trustee (the Master Indenture as amended and supplemented by the Supplemental Indenture is hereinafter referred to as the “Indenture”) (the “Series 20[_____] Bonds,” together with any other Bonds issued under and governed by the terms of, the Master Indenture, are hereinafter collectively referred to as the “Bonds”). The District will apply the proceeds of the Series 20[_____] Bonds, to: (i) [refinance][finance][complete] the Cost of acquiring, constructing and equipping assessable improvements (as more particularly described in Exhibit A to the Supplemental Indenture, the “Series 20[_____] Project”); (ii) pay certain costs associated with the issuance of the Series 20[_____] Bonds; [(iii) make a deposit into the Series 20[_____] Reserve Account for the benefit of all of the Series 20[_____] Bonds without privilege or priority of one Series 20[_____] Bond over another]; [and (iv) pay a portion of the interest to become due on the Series 20[_____] Bonds].

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 20[_____] BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 20[_____] BONDS. RATHER, DEBT

SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 20[] BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 20[] PLEDGED REVENUES AND THE SERIES 20[] PLEDGED FUNDS PLEDGED TO THE SERIES 20[] BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Esplanade at Wellen Park Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT
DISTRICT

(SEAL)

By: _____
Chair
Board of Supervisors

Attest:

By: _____
Secretary
Board of Supervisors

[FORM OF CERTIFICATE OF AUTHENTICATION FOR SERIES 20[] BONDS]

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
As Trustee

By: _____
Authorized Signatory

[TEXT OF SERIES 20[] BOND]

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 20[] Bonds are equally and ratably secured by the Series 20[] Trust Estate, without preference or priority of one Series 20[] Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on parity with the Series 20[] Bonds as to the lien and pledge of the Trust Estate.

The Series 20[] Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 20[] Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

[The Series 20[] Bonds are subject to redemption prior to maturity at the option of the District in whole, on any date, or in part on any Redemption Date, on or after May 1, 20[] at the Redemption Price of the principal amount of the Series 20[] Bonds or portions thereof to be redeemed together with accrued interest to the redemption date.]

[The Series 20[] Bonds maturing May 1, 20[] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 20[] Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year ([_____] 1)	Amortization <u>Installment</u>	Year ([_____] 1)	Amortization <u>Installment</u>
---------------------	------------------------------------	---------------------	------------------------------------

* Maturity]

As more particularly set forth in the Indenture, any Series 20[_____] Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 20[_____] Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 20[_____] Bonds so as to re-amortize the remaining Outstanding principal balance of the Series 20[_____] Bonds as set forth in the Supplemental Indenture.

[The Series 20[_____] Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the Series 20[_____] Project (as such term is defined in the Indenture), by application of moneys transferred from the Series 20[_____] Project Subaccount in the Acquisition and Construction Fund established under the Indenture to the Series 20____ Prepayment Subaccount of the Series 20____ Redemption Account in accordance with the terms of the Indenture; or
- (b) from amounts, including Prepayments of Series 20____ Assessments (as defined in the Indenture), required by the Indenture to be deposited into the Series 20____ Prepayment Subaccount of the Series 20____ Redemption Account.

If less than all of the Series 20[] Bonds shall be called for redemption, the particular Series 20[] Bonds or portions of Series 20[] Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.]

Notice of each redemption of Series 20[] Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 20[] Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 20[] Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 20[] Bonds or such portions thereof on such date, interest on such Series 20[] Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 20[] Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 20[] Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 20[] Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for six (6) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 20[] Bonds as to the Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Sarasota County, Florida rendered on [], 2025.

ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT
DISTRICT

(SEAL)

By: _____
Chair
Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 20[] BONDS]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entirety

JU TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform
Transfer to Minors Act _____ (Cust.) (Minor) (State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT FOR SERIES 20[] BONDS]

For value received, the undersigned hereby sells, assigns and transfers unto

_____ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

EXHIBIT B

FORM OF REQUISITION

The undersigned, an Authorized Officer of Esplanade at Wellen Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee"), dated as of [_____] 1, 202[___] (the "Master Indenture"), as amended and supplemented by the [_____] Supplemental Indenture from the District to the Trustee, dated as of [_____] 1, 20[_____] (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:
- (F) Method of Payment, including wire instructions, if applicable:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 20[_____] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 20[_____] Project and each represents a Cost of the 20[_____] Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEERS' APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 20[] Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 20[] Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the [] Supplemental Indenture, as such report shall have been amended or modified on the date hereof. [Additional certifications may be added per the applicable Supplemental Indenture.]

Consulting Engineers

RESOLUTION 2025-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE LT RANCH SOUTH COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes ("**Act**"), being situated entirely within Sarasota County, Florida; and

WHEREAS, the District was established by Ordinance No. 2025-010, adopted by Board of County Commissioners of Sarasota County on April 22, 2025, which became effective on April 23, 2025; and

WHEREAS, Section 190.0485, Florida Statutes, requires a "Notice of Establishment" to be filed within 30 days after the effective date of the ordinance; and

WHEREAS, the Organizational Meeting of the District's Board of Supervisors was scheduled for June 18, 2025; and

WHEREAS, Kutak Rock, LLP, arranged for the recording of the "Notice of Establishment of Esplanade at Wellen Park Community Development District" with the Sarasota County Clerk of Court by recording the Notice with Sarasota County Clerk of Court on April 23, 2025, to ensure compliance with Florida law as evidenced by **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The actions of Kutak Rock LLP, in the filing of the Notice of Establishment of Esplanade at Wellen Park Community Development District, are hereby ratified, confirmed, and approved.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 8th day of July 2025.

ATTEST:

**ESPLANADE AT WELLEN PARK
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

John Wollard, Chairperson

Exhibit A: Notice of Establishment

2025 APR 22 PM 4:13

ORDINANCE NO. 2025-010

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

AN ORDINANCE OF THE COUNTY OF SARASOTA, FLORIDA, ESTABLISHING THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FINDINGS OF FACT; DESCRIBING THE BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS FOR THE DISTRICT; NAMING THE DISTRICT; PROVIDING STATUTORY PROVISIONS GOVERNING THE DISTRICT; CONSENTING TO THE EXERCISE OF SELECT POWERS BY THE DISTRICT UNDER SECTION 190.12, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor Morrison of Florida, Inc., a Florida corporation ("Petitioner") has petitioned the Board of County Commissioners ("Board") of Sarasota County, Florida, a political subdivision of the State of Florida to establish the Esplanade at Wellen Park Community Development District ("District"); and

WHEREAS, the Board of County Commissioners, after proper published notice, conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e), Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

- 1.The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes, as required by Section 190.005(2)(a), Florida Statutes; and all statements contained within the petition are true and correct.
- 2.Establishment of the District on the property proposed in the petition is not inconsistent with any applicable element or portion of the Sarasota County Comprehensive Plan, or the State Comprehensive Plan.
- 3.The area of land proposed to be within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional and interrelated community.
- 4.The District is a viable alternative available for delivering community development services and facilities to the area that will be serviced by the District.
- 5.The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.
- 6.The area that will be served by the District is amenable to separate special-district government.

02025-010

WHEREAS, it is the policy of the state of Florida, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations and policies governing planning and permitting of the development to be serviced by the District, to ensure that neither the establishment nor operation of such District is a development order under Chapter 380 and that the District so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that "... all governmental planning, environmental, and land development laws, regulations and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances or regulations of the applicable local general purpose government."; and

WHEREAS, the charter of the District is Sections 190.006-190.041, Florida Statutes, as provided expressly in Section 190.004(4) and confirmed in Section 189.4031(2), Florida Statutes; and

WHEREAS, the single, specialized and narrow purpose of the District is the delivery of community infrastructure pursuant to its state created charter and the exercise of its general and special powers complying with all applicable policies and regulations of statutes and ordinances, State v. Frontier Acres Community Development District, 472 So. 2d, 455, at p. 457 (Fla.1985).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA THAT:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances. This Ordinance is also adopted pursuant to Sarasota County Resolution No. 2020-058.

SECTION TWO: ESTABLISHMENT OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

The District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District: John Wollard, Ron Schweid, Wayne Ransom, Adam Dirkhising and Eric van Schaik.

SECTION FOUR: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Esplanade at Wellen Park Community Development District".

SECTION FIVE: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District shall be governed by the provisions of its general law charter in and created by Chapter 190, Florida Statutes, and all other applicable general law.

SECTION SIX: CONSENT TO SPECIAL POWERS

Consent is hereby given to the District's Board of Supervisors to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, both as authorized and described by Section 190.012(2)(a) and (2)(d), Florida Statutes.

SECTION SEVEN: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Sarasota County or other applicable law, the more restrictive shall apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION EIGHT: INCLUSION IN THE CODE OF ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Sarasota County, Florida. The sections of the Ordinances may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

SECTION NINE: EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Sarasota County, Florida on this 22 day of April, 2025

Attest:

KAREN E. RUSHING,
Clerk of the Circuit Court and Ex-Officio
Clerk to the Board of County Commissioners
of Sarasota County, Florida

BOARD OF COUNTY
COMMISSIONERS OF SARASOTA
COUNTY, FLORIDA

By: Charli Hartman
Deputy Clerk

By:

Char



EXHIBIT A
LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East

DESCRIPTION:

Manatee County, Florida

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°20'21"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.48 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE S.89°21'05"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.62 FEET; THENCE S.00°29'34"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2647.51 FEET; THENCE S.00°59'22"W., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16 A DISTANCE OF 2390.44 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A RIGHT OF WAY TAKING DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2001037642 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.45°56'50"W., ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 363.47 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE N.89°07'28"W., ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 1563.51 FEET; THENCE N.00°19'07"E., A DISTANCE OF 286.89 FEET; THENCE S.76°58'20"W., A DISTANCE OF 427.29 FEET; THENCE S.00°52'26"W., A DISTANCE OF 184.20 FEET TO THE INTERSECTION WITH SAID SOUTH LINE; THENCE N.89°07'28"W., A DISTANCE OF 406.36 FEET; THENCE N.89°08'42"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.12 FEET; THENCE N.00°44'13"E., ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2638.22 FEET; THENCE N.00°46'23"E., ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1519.94 FEET; THENCE N.71°45'30"W., A DISTANCE OF 256.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N.63°08'49"W. 299.47 FEET, AND A CENTRAL ANGLE OF 171°3'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.60 FEET; THENCE N.54°32'07"W., A DISTANCE OF 96.77 FEET; THENCE N.35°27'53"E., A DISTANCE OF 935.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2065.79 FEET, A CHORD WHICH BEARS N.36°51'28"E. 104.07 FEET, AND A CENTRAL ANGLE OF 02°53'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.08 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA,

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014059615 OF THE PUBLIC RECORDS OF SARASOTA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N.00°59'22" E, FOR 500.00 FEET; THENCE N.50°11'27" W FOR 586.96 FEET TO THE POINT OF BEGINNING; THENCE N.50°00'09"W., A DISTANCE OF 214.99 Feet; THENCE N.09°58'49"E., A DISTANCE OF 429.64 Feet; THENCE N.29°00'54"W., A DISTANCE OF 1180.51 Feet; THENCE N.09°57'59"E., A DISTANCE OF 237.61 Feet; THENCE N.23°12'00"E., A DISTANCE OF 164.71 Feet; THENCE N.09°04'37"E., A DISTANCE OF 709.72 Feet; THENCE N.40°10'44"W., A DISTANCE OF 34.77 Feet; THENCE N.36°28'46"W., A DISTANCE OF 812.30 Feet; THENCE N.85°44'47"W., A DISTANCE OF 208.21 Feet; THENCE N.57°01'29"W., A DISTANCE OF 1005.88 Feet; THENCE S.58°58'31"W., A DISTANCE OF 161.12 Feet; THENCE CONTINUE Southwesterly ALONG SAID LINE, A DISTANCE OF 313.88 Feet; THENCE S.01°01'07"E., A DISTANCE OF 969.95 Feet; THENCE S.38°01'34"E., A DISTANCE OF 995.08 Feet; THENCE S.33°58'18"W., A DISTANCE OF 484.98 Feet; THENCE N.69°01'32"W., A DISTANCE OF 470.17 Feet; THENCE N.66°01'26"W., A DISTANCE OF 949.99 Feet; THENCE N.89°00'30"W., A DISTANCE OF 369.79 Feet; THENCE S.49°57'47"W., A DISTANCE OF 870.34 Feet; THENCE S.00°58'04"W., A DISTANCE OF 224.93 Feet; THENCE S.19°36'48"E., A DISTANCE OF 51.13 Feet; THENCE N.79°23'57"E., A DISTANCE OF 200.90 Feet; THENCE S.87°00'42"E., A DISTANCE OF 170.04 Feet; THENCE N.80°58'13"E., A DISTANCE OF 610.09 Feet; THENCE S.85°02'00"E., A DISTANCE OF 673.73 Feet; THENCE S.00°06'19"W., A DISTANCE OF 703.09 Feet; THENCE S.07°57'52"W., A DISTANCE OF 68.55 Feet; THENCE S.39°02'03"E., A DISTANCE OF 829.81 Feet; THENCE S.57°01'24"E., A DISTANCE OF 790.05 Feet; THENCE N.76°58'37"E., A DISTANCE OF 658.19 Feet; THENCE N.73°05'18"E., A DISTANCE OF 48.67 Feet; THENCE S.29°49'28"E., A DISTANCE OF 137.61 Feet; THENCE S.66°55'10"E., A DISTANCE OF 70.24 Feet; THENCE N.70°34'51"E., A DISTANCE OF 77.13 Feet; THENCE N.48°06'17"E., A DISTANCE OF 140.16 Feet; THENCE N.86°06'39"E., A DISTANCE OF 108.08 Feet; THENCE N.61°43'58"E., A DISTANCE OF 172.48 Feet; THENCE S.42°23'41"E., A DISTANCE OF 24.97 Feet TO THE BEGINNING OF A NON-TANGENT CURVE TO THE left HAVING A RADIUS OF 2100.00 Feet, A CHORD WHICH BEARS N.41°39'25"E. 435.03 Feet, AND A CENTRAL ANGLE OF 11°53'26"; THENCE Northeasterly ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.81 Feet TO THE POINT OF BEGINNING, SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 19361790 SQUARE FEET OR 444.49 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

REVISIONS:



CERTIFICATE OF AUTHORIZATION LB 0007832
8813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 896-9938 FAX


DALTON R. CROSS, PSM. No. 7329

SHEET
1 OF 3

Scale: 1"= NONE

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land_Proj\Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (1) Sep 25, 2024 8:05am by: dcross

0725-010

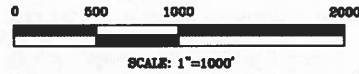
NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
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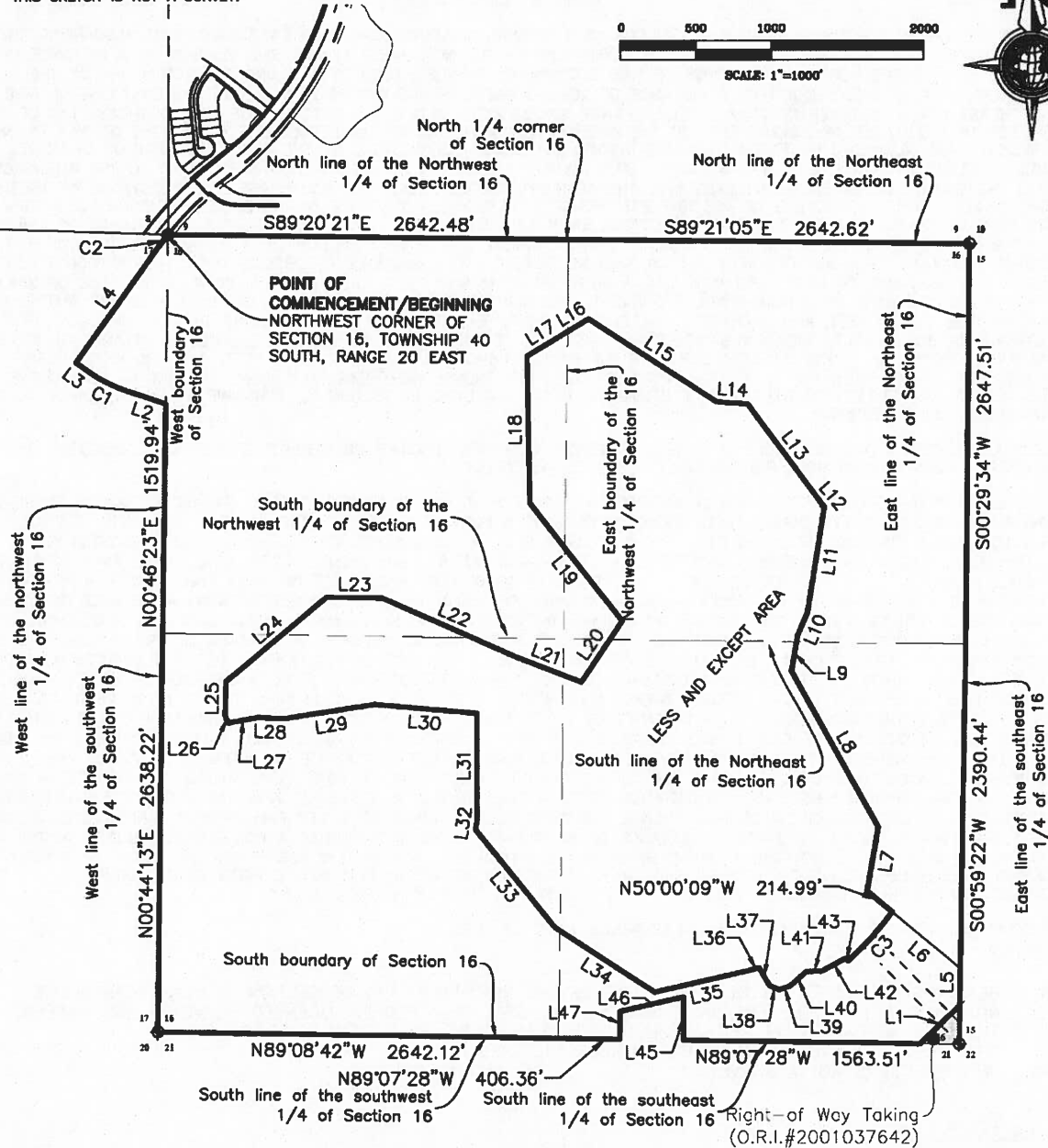
SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East
Sarasota County, Florida

ASSUMED



Drawing names: H:\Land Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (2) Sep 25, 2024 8:00am by dcross



REVISIONS:



ATWELL
686.850.4300 www.atwell-group.com

CERTIFICATE OF AUTHORIZATION LB 0007832
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 696-8938 FAX

DALTON R. CROSS
DALTON R. CROSS, PSM. No. 7329

SHEET 2 OF 3	Scale: 1"= 1000'	Drawn by: DRC	FB/PG: NONE	DATE: 09/23/2024 JOB: NA
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2225-010

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

Section 16 , Township 40 South, Range 20 East
Sarasota County, Florida

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	300.60	1000.00	17°13'23"	N63°08'49"W	299.47
C2	104.08	2135.00	2°47'35"	N36°51'28"E	104.07
C3	435.81	2100.00	11°53'26"	N41°39'25"E	435.03

Parcel Line Table

Line #	Direction	Length
L1	S45°56'50"W	363.47
L2	N71°45'30"W	256.95
L3	N54°32'07"W	96.77
L4	N35°27'53"E	935.32
L5	N0°59'22"E	500.00
L6	N50°11'27"W	586.96
L7	N9°58'49"E	429.64
L8	N29°00'54"W	1180.51
L9	N9°57'59"E	237.61
L10	N23°12'00"E	164.71
L11	N9°04'37"E	709.72
L12	N40°10'44"W	34.77
L13	N36°28'46"W	812.30
L14	N85°44'47"W	208.21
L15	N57°01'29"W	1005.88
L16	S58°58'31"W	161.12
L17	S58°58'31"W	313.88
L18	S1°01'07"E	969.95
L19	S38°01'34"E	995.08
L20	S33°58'18"W	484.98

Parcel Line Table

Line #	Direction	Length
L21	N69°01'32"W	470.17
L22	N66°01'26"W	949.99
L23	N89°00'30"W	369.79
L24	S49°57'47"W	870.34
L25	S0°58'04"W	224.93
L26	S19°36'48"E	51.13
L27	N79°23'57"E	200.90
L28	S87°00'42"E	170.04
L29	N80°58'13"E	610.09
L30	S85°02'00"E	673.73
L31	S0°06'19"W	703.09
L32	S7°57'52"W	68.55
L33	S39°02'03"E	829.81
L34	S57°01'24"E	790.05
L35	N76°58'37"E	658.19
L36	N73°05'18"E	48.67
L37	S29°49'28"E	137.61
L38	S66°55'10"E	70.24
L39	N70°34'51"E	77.13
L40	N48°06'17"E	140.16

Parcel Line Table

Line #	Direction	Length
L41	N86°06'39"E	108.08
L42	N61°43'58"E	172.48
L43	S42°23'41"E	24.97
L45	N0°19'07"E	286.89
L46	S76°58'20"W	427.29
L47	S0°52'26"W	184.20

REVISIONS:



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[Signature]
DALTON R. CROSS, PSM. No. 7329

SHEET
3 OF 3

Scale: 1"= 1000'

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land_Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (3) Sep 25, 2024 8:01am by dorcas

mm5-010

Esplanade at Wellen Park Community Development District

RANKING OF ENGINEER

<u>Independent Engineering Firms</u>		Atwell Engineering	Alliant			
<u>Selection Criteria</u>						
	<u>Max. Pts</u>					
<u>1</u> Ability of Personnel	20					
<u>2</u> Proposer's Experience	20					
<u>3</u> Understanding Scope of Work	20					
<u>4</u> Ability to Furnish Required Services	20					
<u>5</u> Price	20					
TOTAL POINTS		100				



CONSULTING. ENGINEERING. CONSTRUCTION.

July 21, 2025

Mr. James Ward
District Manager
Esplanade at Wellen Park Community Development District
2301 Northeast 37th Street
Fort Lauderdale, FL 33308

**Subject: Esplanade at Wellen Park Community Development District
Request for Qualifications - District Engineer**

Dear Mr. Ward:

Atwell, LLC is pleased to submit the enclosed response to the Request for Qualifications for the Esplanade at Wellen Park Community Development District (CDD) District Engineer.

The Atwell Engineering Team is licensed in the State of Florida and consists of experts in the areas of civil engineering, surveying, landscape architecture, land use planning, GIS and AutoCAD design. With nationwide support and multiple office locations spread across the breadth of Florida, Atwell offers full service civil engineering services based upon honesty, a strong work ethic, and an unmatched commitment to our client's success.

Atwell has designed and permitted numerous master-planned residential communities across Florida over the years and are the Engineer-of-Record for the Esplanade at Wellen Park project. This expertise and project-specific knowledge provides our team with an in-depth understanding of the District's needs and the capacity to ensure the highest quality of development.

The following summary exemplifies why Atwell is most qualified to serve as District Engineer for the Esplanade at Wellen Park CDD:

Ability and Adequacy of Professional Personnel: As Associate Director for the Tampa Office, Victor Barbosa, P.E. will support our commitment to the Esplanade at Wellen Park CDD. Victor has over 26 years of project management and civil engineering design experience in Florida and currently serves as Associate Director for the Tampa Office operations. Victor's project knowledge and strong relationships with SWFWMD and Manatee County will ensure the District's service requirements are not only met, but exceeded in terms of budgets, project schedules and implementation of the development program.

Consultant's Performance: Victor Barbosa, P.E. will serve as the District Engineer/Point of Contact, and has experience serving as a CDD Engineer for multiple master-planned communities across Southwest Florida. Victor has served as District Engineer for the Firethorn, Artisan Lakes and Artisan Lakes East CDD's in Manatee County. Victor also serves as District Engineer for the Channing Park CDD in Hillsborough County and the River Landing and Wiregrass II CDD's in Pasco County and he currently performs all duties relating to the operation and management of the CDD's.

Geographic Location: Atwell has an Office location within Manatee County at 8725 Pendery Place, Ste. 101, Bradenton, FL 34201.

Willingness to Meet Time and Budget Requirements: Atwell is invested and driven to support the Esplanade at Wellen Park project and help ensure success for the District. Atwell has an understanding of key, critical tasks that the District requires and has the ability to meet those timelines for Engineer's Reports, Bond Support, Acquisitions and Requisitions, attendance of District Meetings, resolving engineering related questions, Permit and Final Plat support, and supporting the transition of completed improvements into the District's ownership for maintenance as may be applicable.

Certified Minority Business Enterprise: Atwell is not a certified minority business.

Recent, Current and Projected Workloads: Atwell's team of experienced civil engineers are currently serving as the Engineer-of-Record for the Esplanade at Wellen Park project and currently processing various applications through Manatee County. The understanding of the water management system design, the unique environmental conditions both within and surrounding the community, as well as the status of existing and pending permits provides our team with an unparalleled advantage to serve as the District Engineer.

Atwell has six (6) Florida registered and licensed Professional Engineers with fourteen (14) additional support staff able to accommodate requests by the District.

Volume of Work Previously Awarded to Consultant by District: Atwell is currently serving as the Interim District Engineer for the District.

Thank you for the opportunity to provide our services to the District. We are confident that our project-specific expertise, local knowledge, and commitment to quality design and customer service position us as the clear choice for the Esplanade at Wellen Park CDD District Engineer.

If you have questions or require further information, please contact me at (813) 443-8282 or vbarbosa@atwell.com.

Sincerely,

ATWELL, LLC

A handwritten signature in blue ink, appearing to read "Victor Barbosa", with a long horizontal flourish extending to the right.

Victor Barbosa, P.E.
Associate Director

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **Unique Entity Identifier.** Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams (<i>Concrete; Arch</i>)	H10	Hotels; Motels
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D03	Desalinization (<i>Process & Facilities</i>)	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Esplanade at Wellen Park Community Development District (Sarasota County, FL)

2. PUBLIC NOTICE DATE

06/29/2025

3. SOLICITATION OR PROJECT NUMBER

Request for Qualifications - District Engineer

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Victor Barbosa, Associate Director

5. NAME OF FIRM

Atwell, LLC

6. TELEPHONE NUMBER

813-443-8282

7. FAX NUMBER

813-443-8285

8. E-MAIL ADDRESS

vbarbosa@atwell.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>			Atwell, LLC <input type="checkbox"/> CHECK IF BRANCH OFFICE	10150 Highland Manor Dr. Suite 450 Tampa, FL 33610	District Engineer
b.				Atwell, LLC <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	8725 Pendery Place Suite 101 Bradenton, FL 34201	Branch Office
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Victor Barbosa, P.E.	Associate Director	a. TOTAL 26	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Atwell, LLC (Tampa, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> B.S., Civil Engineering - University of South Florida		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL P.E. #58548	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Esplanade at Wiregrass Ranch (Wesley Chapel, FL)	PROFESSIONAL SERVICES 2018-present	CONSTRUCTION <i>(If applicable)</i> 2019-present
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Esplanade at Wiregrass Ranch is a 868 unit development in Pasco County, Florida. Waldrop Engineering was the Engineer of Record for the design and permitting of the project.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Esplanade at Starkey Ranch (Odessa, FL)	PROFESSIONAL SERVICES 2013-present	CONSTRUCTION <i>(If applicable)</i> 2015-present
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Esplanade at Starkey Ranch is a 517 unit development in Pasco County, Florida. Waldrop Engineering was the Engineer of Record for the design and permitting of the project.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Bryan Jackson, P.E.	13. ROLE IN THIS CONTRACT Senior Director	14. YEARS EXPERIENCE a. TOTAL 17 b. WITH CURRENT FIRM 7	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Atwell, LLC (Tampa, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> B.S., Civil Engineering - California Polytechnic State University - San Luis Obispo		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL PE #86735	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> River Landing (Wesley Chapel, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019-present CONSTRUCTION <i>(If applicable)</i> 2020-present	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm River Landing is a ~870 unit development in Pasco County, FL. Atwell is the Engineer of Record for the design, permitting and construction of this project.		
(1) TITLE AND LOCATION <i>(City and State)</i> Esplanade at Wiregrass Ranch (Wesley Chapel, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2020-present CONSTRUCTION <i>(If applicable)</i> 2020-present	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Esplanade at Wiregrass Ranch is a ~900 unit development in Pasco County, FL. Atwell is the Engineer of Record for the design, permitting and construction of this project.		
(1) TITLE AND LOCATION <i>(City and State)</i> Rye Ranch Parcel A (Parrish, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021-present CONSTRUCTION <i>(If applicable)</i> 2021-present	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Rye Ranch is a ~1,700 unit development in Manatee County, FL. Atwell is the Engineer of Record for the design, permitting and construction of this project.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Artisan Lakes CDD (Palmetto, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Travis Stagnitta	c. POINT OF CONTACT TELEPHONE NUMBER 813 - 210 - 8691
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Artisan Lakes is a ~424 acre District with ~810 planned single family residential units in Palmetto, Florida. Atwell is the Engineer of Record for the design and permitting of the public and private infrastructure within the District and has served as the District Engineer.

The total CIP includes ~\$32 million of private and public improvements including surface water management, environmental preserves, roadway, sanitary sewer, potable water, landscaping and associated professional fees and municipal fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2		
21. TITLE AND LOCATION <i>(City and State)</i> Artisan Lakes East CDD (Palmetto, FL)	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2018 - Present</td> <td>CONSTRUCTION <i>(If applicable)</i> 2018 - Present</td> </tr> </table>		PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present
PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Travis Stagnitta	c. POINT OF CONTACT TELEPHONE NUMBER 813-210-8691
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Artisan Lakes East is a ~430 acre District with ~1,080 planned single family residential units in Palmetto, Florida. Atwell is the Engineer of Record for the design and permitting of the public and private infrastructure within the District and has served as the District Engineer.

The total CIP includes ~\$42 million of private and public improvements including surface water management, environmental preserves, roadway, sanitary sewer, potable water, irrigation, landscaping and associated professional fees and municipal fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> River Landing CDD (Wesley Chapel, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020 - Present	CONSTRUCTION <i>(If applicable)</i> 2020 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Michael Piendel	c. POINT OF CONTACT TELEPHONE NUMBER 813 - 210 - 8691
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

River Landing is a ~510 acre District with ~870 planned single family residential units in Wesley Chapel, Florida. Atwell is the Engineer of Record for the design and permitting of the public and private infrastructure within the District and has served as the District Engineer.

The total CIP includes ~\$74 million of private and public improvements including surface water management, environmental preserves, roadway, sanitary sewer, potable water, reclaimed water, landscaping and associated professional fees and municipal fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> Wiregrass II CDD (Wesley Chapel, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020 - Present	CONSTRUCTION <i>(If applicable)</i> 2020 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Michael Piendel	c. POINT OF CONTACT TELEPHONE NUMBER 813 - 210 - 8691
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Wiregrass II is a ~515 acre District with a maximum allowable 900 planned single family residential units in Wesley Chapel, Florida. Wiregrass II is generally comprised of Wiregrass Ranch Blvd, Chancey Rd and the residential development "Esplanade at Wiregrass Ranch". Atwell is the Engineer of Record for the design and permitting of the public and private infrastructure within "Esplanade at Wiregrass Ranch" and has served as the District Engineer. The total CIP includes ~\$33 million of private and public improvements including surface water management, environmental preserves, roadway, sanitary sewer, potable water, reclaimed water, landscaping and associated professional fees and municipal fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Channing Park CDD (Lithia, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2006 - Present	CONSTRUCTION <i>(If applicable)</i> 2007-2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Drew Miller	c. POINT OF CONTACT TELEPHONE NUMBER 813 - 210 - 8691
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Channing Park is a ~221 acre District with approximately 440 single family residential units in Lithia, Florida. Atwell had previously supported the Developer in design and permitting of the public infrastructure for this community and is currently serving as the District Engineer.

The total CIP included ~\$17 million of private and public improvements including surface water management, environmental preserves, roadway, sanitary sewer, potable water, reclaimed water, landscaping and associated professional fees and municipal fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Artisan Lakes CDD	6	Firethorn CDD
2	Artisan Lakes East CDD	7	
3	River Landing CDD	8	
4	Wiregrass II CDD	9	
5	Channing Park CDD	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Atwell, LLC, offers a diverse set of land development services founded on exceptional client service, quality design, and a solid commitment to our Clients' success. We recognize that each of our Clients and their respective projects are unique and approach each opportunity objectively with our Clients' goals in mind. We provide a range of planning, civil engineering, and landscape architecture services and have successfully completed projects including: master planned residential communities, community parks, commercial and industrial developments, and master stormwater drainage systems.

Our talented team of project managers coordinate every project with an integrative approach to the design development process. From the outset of each project, we utilize the diversity of skills and experience among our multi-disciplinary professionals to ensure innovative problem-solving and a more fluid permitting process. This holistic approach provides our Clients with not only the added value and convenience of "one stop shopping", but with the assurance that their project will be completed both efficiently and accurately. Most importantly, thanks to the caliber of our professionals, we continue to serve satisfied, repeat clientele, as well as build new relationships across the community.

The services Atwell offers include:


1. Civil Engineering
 - Master Stormwater Design
 - Master Water and Sewer Design
 - Paving and Grading Design
 - Water Distribution Design
 - Lift Station and Force Main Design
 - Construction Plan Preparation
2. Permitting
 - Local Construction Plan Permitting
 - Water Management District Permitting
 - FDEP Water and Wastewater Permitting
 - FDOT Permitting
 - National Pollutant Discharge Elimination System Permitting (NPDES)
3. Construction Administration
 - Bid Package Preparation
 - Contract Management
 - Construction Observation
 - Certifications
4. Due Diligence and Feasibility Studies
 - Lot Fit Analysis
 - Due Diligence Reports
 - Project Feasibility Studies
 - Geographic Information Systems (GIS) Exhibits
 - Preparation

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Victor E Barbosa

 Digitally signed by Victor E Barbosa
DN: CN=Victor E Barbosa, dnQualifier=A01410D0000019326484224001298C1, O=Unaffiliated, C=US
Reason: I have reviewed this document
Date: 2025.07.21 18:14:07-04'00'

32. DATE

7/21/2025

33. NAME AND TITLE

Victor Barbosa, P.E. - Associate Director



ALLIANT

THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

RESPONSE TO REQUEST FOR QUALIFICATIONS
FOR ENGINEERING SERVICES – July 28, 2025



SUBMITTED TO:

The Esplanade at Wellen Park
Community Development District

District Managers Office
JPWard and Associates, LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308

SUBMITTED BY:

Alliant Engineering, Inc.

Mr. Jeff Sprouse, PE
3901 Coconut Palm Drive
Suite 102
Tampa, Florida 33619

Building better communities with excellent and passion.



District Managers Office
JPWard and Associates, LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida

RE: Response to Request for Qualifications
The Esplanade at Wellen Park CDD

Dear Board of Supervisors and Members of the Evaluation Committee:

Alliant Engineering, Inc. is pleased to submit our Statement of Qualifications in response to your Request for Qualifications for professional engineering services. We appreciate the opportunity to introduce our firm and express our interest in supporting the future Esplanade at Wellen Park Community Development District in achieving its infrastructure and development goals.

Our team of licensed engineers, planners, and technical professionals brings decades of combined experience and a collaborative approach to every project. We pride ourselves on being responsive, detail-oriented, and committed to the long-term success of the communities we serve.

Commitment to the District

Alliant Engineering understands the unique needs of Community Development Districts and the importance of balancing growth with sustainability, fiscal responsibility, and resident satisfaction. We have successfully partnered with similar districts to deliver infrastructure improvements, roadway enhancements, stormwater upgrades, and utility coordination—all while maintaining transparency and accountability.

Enclosed with this letter, you will find our Statement of Qualifications, which includes:

- ▶ Firm profile and organizational structure
- ▶ Relevant project experience
- ▶ Key personnel resumes
- ▶ Approach to project delivery and client service
- ▶ References from similar engagements

We welcome the opportunity to support the Winslow's Point Community Development District as their District Engineer. Please feel free to contact us should you require additional information or have any questions.

Thank you for considering our qualifications. We look forward to the possibility of working together to enhance the infrastructure and quality of life within your community.

Sincerely,
Alliant Engineering, Inc.

Wayne "Jeff" Sprouse, PE, Client Manager

☎ 813.954.4337 ✉ jsprouse@alliant-inc.com



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At Alliant, strong relationships are the cornerstone of our business. We've seen firsthand how trust and collaboration lead to better project outcomes—enhancing our clients' reputations and creating future opportunities. That's why we've spent over 30 years cultivating meaningful connections across the public and private sectors nationwide. Our clients continue to choose Alliant because of the relationships we build and the results we deliver.

Alliant is made up of talented professionals from diverse disciplines, backgrounds, and experience levels. As a team of employee-owners, we're committed to delivering complex engineering and design solutions that meet demanding schedules and budgets—without compromising on performance or quality. Our core values of excellence, collaboration, and integrity drive everything we do, bringing lasting value to our clients, communities, and team members.

For more than three decades, we've remained focused on the values that define us. By keeping these principles at the forefront, we create opportunities for our people and serve our clients with the same entrepreneurial spirit and integrity that have shaped our success since day one.

Alliant's Team Guiding Principles:

- ▶ We innovate before, during, and after design to deliver the best solutions for our clients.
- ▶ We communicate openly with clients, employees, sub-consultants, and stakeholders to keep projects on task, on schedule, and within budget.
- ▶ We are dedicated to both our business and the communities we serve.
- ▶ We deliver successful, high-quality projects – every time.
- ▶ We stay grounded and focused, always listening and always working hard.



COMMUNITY

Our community is where we live, work, and play—it's at the heart of who we are at Alliant. It includes our industry, our neighbors, and the world around us. Supporting and strengthening our communities isn't just part of our work—it defines our purpose.



EXCELLENCE

We are committed to always doing our best—and being the best at what we do. Excellence guides our work, drives our standards, and defines the results we deliver.



CREATE VALUE

We solve challenges with purpose and precision, delivering the best solutions for our clients. The value we create extends far beyond project completion—leaving a lasting impact on communities and stakeholders.



COLLABORATION

We take on big challenges by working together—partnering closely with our clients, teaming with industry partners, and supporting one another. Through collaboration, we achieve more and deliver better outcomes.



FUTURE FOCUSED

We're always looking ahead—to the next idea, the next solution, and the next opportunity to build better, more resilient communities. Innovation and long-term thinking guide everything we do.



INTEGRITY

Our success is built on trust. Clients and partners count on us to do business the right way—with honesty, accountability, and a commitment to doing what's right every time.

**ENGINEER POINT OF CONTACT AND PROPOSED TEAM****Response to RFQ for Engineering Services for The Esplanade at Wellen Park
Community Development District, Sarasota County, Florida**

Public Notice Date: June 29, 2025

Solicitation No. 11420355

Engineer Point of Contact:

Jeff Sprouse, PE / Client Manager

(813) 954-4337

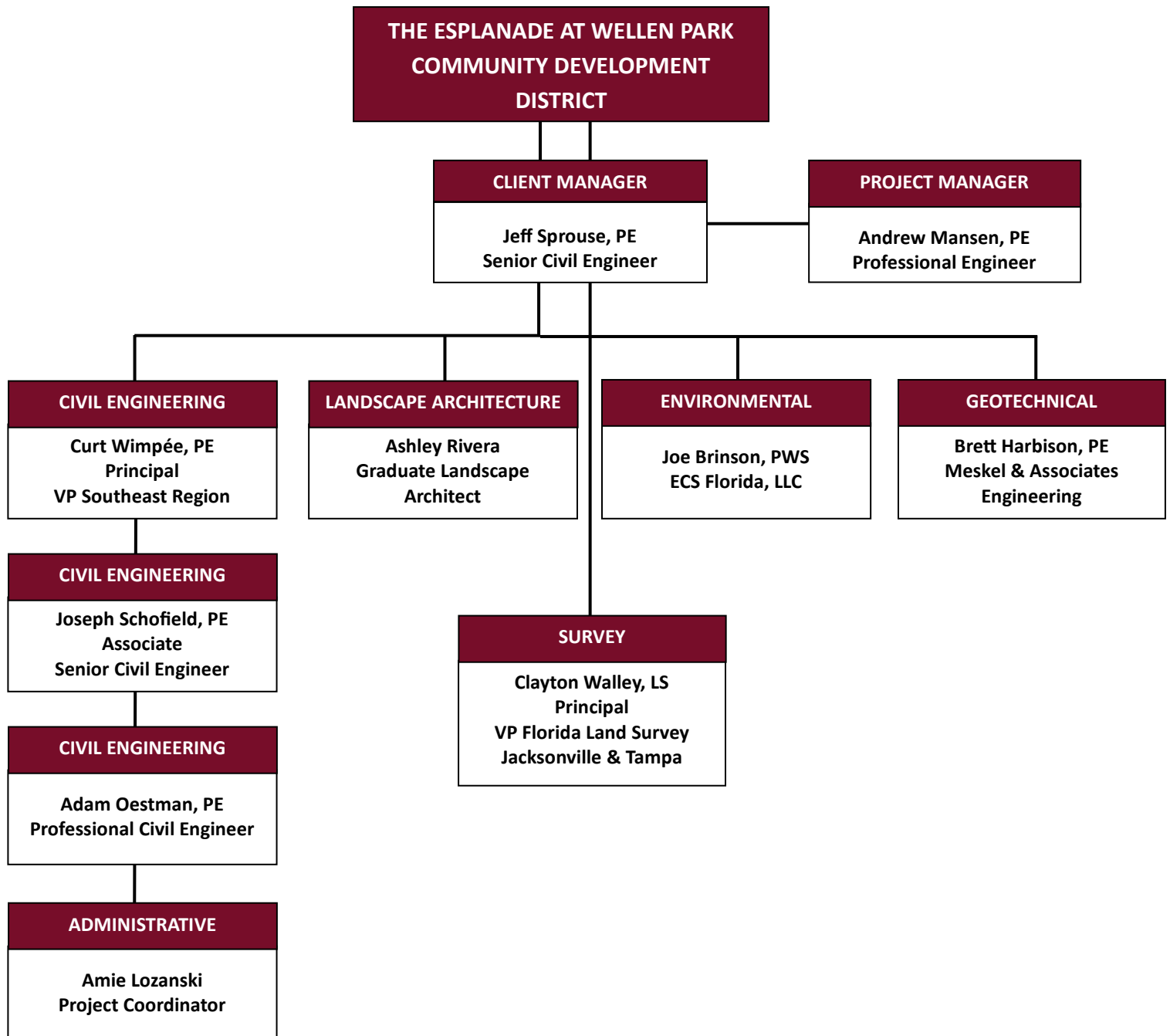
Alliant Engineering, Inc.

jsprouse@alliant-inc.com**PROPOSED TEAM**

Check		FIRM NAME	ADDRESS	ROLE IN THIS CONTRACT
Prime	Subcontractor			
X		Alliant Engineering	3901 Coconut Palm Drive, Suite 102 Tampa, Florida 33619	Project Management, Civil Engineering, and Landscape Services
	X	ESC Florida, LLC	4524 N. 56th Street Tampa, Florida 33610	Environmental Services
	X	Meskel & Associates Engineering	2202 N. West Shore Boulevard Suite 200 Tampa, Florida 33607	Geotechnical Services
	X	Alliant Florida, Inc. (A wholly owned subsidiary of Alliant Engineering, Inc.)	3901 Coconut Palm Drive, Suite 102 Tampa, Florida 33619	Land Survey Services



Exhibit 1. Organizational Chart of Proposed Team



**JEFF SPROUSE, PE – CLIENT MANAGER****YEARS EXPERIENCE**

28 years overall, and 1 year with Alliant.

EDUCATION

- ◆ BS, Nuclear Engineering, Mississippi State University
- ◆ FDEP Stormwater Management Inspector #40208
- ◆ Advanced MOT Certified
- ◆ 40-Hour OSHA Hazmat Certified
- ◆ US Navy Engineering Lab Technician
- ◆ Nuclear Power Plant Operations

PROFESSIONAL REGISTRATIONS

Professional Engineer in Florida (60821)

Mr. Jeff Sprouse, PE brings over 28 years of diverse experience in both design and construction across a broad range of civil infrastructure projects. His areas of expertise include land development, water resources, municipal water systems, sanitary sewer design and rehabilitation, stormwater management, and roadway design and construction. Mr. Sprouse has also contributed to vertical construction, structural fabrication and erection, and the design and integration of SCADA systems for sanitary sewer and stormwater treatment facilities—such as Alum Injection Systems. In addition to his technical expertise, Mr. Sprouse has extensive experience in construction supervision and project management for roadway, water, sanitary sewer, site, drainage, and structural projects. He has served as both Project Manager and Design Engineer on numerous similar assignments, consistently combining deep technical knowledge with practical, hands-on leadership.

ANDREW MANSSEN, PE – PROJECT MANAGER**YEARS EXPERIENCE**

14 years overall, and 3.5 year with Alliant.

EDUCATION

- ◆ BS, Civil Engineering, California State University, Sacramento, CA

PROFESSIONAL REGISTRATIONS

Professional Engineer in Florida (91277)

Mr. Andrew Mansen is a Civil Engineer with 14 years of experience in civil design. He holds a Bachelor of Science in Civil Engineering from California State University, earned in 2011. Mr. Mansen has contributed to the design, review, and management of numerous public and private site development projects across California and Florida, bringing a solid foundation of technical knowledge and a collaborative approach to every project.

JOSEPH SCHOFIELD, PE – SENIOR CIVIL ENGINEER**YEARS EXPERIENCE**

21 years overall, and 3 years with Alliant.

EDUCATION

- ◆ MBA, St. Leo University
- ◆ BS, Civil Engineering, University of North Florida (UNF)

Mr. Schofield is a Senior Engineer with over 21 years of experience in civil design and construction oversight. He has contributed design, review, and project management expertise to hundreds of public and private roadway and site development projects across the southeastern United States. Throughout his career, Mr. Schofield has collaborated with numerous state agencies and local municipalities to advance diverse infrastructure initiatives aimed at improving transportation systems nationwide. His extensive experience and commitment to delivering high-quality, community-focused solutions make him a valuable leader on any civil engineering project.

ADAM OESTMAN, PE – PRODUCTION MANAGER**YEARS EXPERIENCE**

6 years overall, and 3 years with Alliant.

EDUCATION

- ◆ BS, Civil Engineering, Murray State University

PROFESSIONAL REGISTRATIONS

Professional Engineer in Florida (98440)

Mr. Oestman brings over six years of experience in the design and construction of private infrastructure projects. His portfolio includes a wide range of commercial, medical, municipal, and residential developments. He has been involved in all phases of project delivery, including land acquisition, contract review, site assessment, land planning, development cost analysis, scheduling, regulatory approvals, preparation of contract documents, and construction administration. His comprehensive expertise ensures efficient and effective project execution from concept to completion.

**CURT WIMPÉE, PE – SENIOR CIVIL ENGINEER****YEARS EXPERIENCE**

29 years overall, 10 years with Alliant.

EDUCATION

BS, Civil Engineering
University of Minnesota

PROFESSIONAL REGISTRATIONS

- Professional Engineer in Florida (79764)
- Minnesota (40487)
- Georgia (031340)
- N. Carolina (053415)
- S. Carolina (41355)
- Tennessee (125610)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers • FCARD • NEFBA • NAIOP • ULI

Mr. Wimpée brings 28 years of experience in municipal engineering, land development, and transportation. His expertise spans a wide range of projects, including localized and regional utility extensions, lift station design, roadway reconstructions for both municipalities and Departments of Transportation, new roadway development, maintenance of traffic (MOT) plans, signage and striping plans, concrete and asphalt pavement design, stormwater management systems, and regional drainage studies. He has also led engineering efforts for residential, mixed-use, and large-scale commercial developments. As Alliant's Principal-in-Charge, Mr. Wimpée is committed to leading project design teams through clear communication, well-defined goals, and ongoing accountability. He also serves as a key liaison between district staff, permitting agencies, and the design team to ensure coordination, efficiency, and successful project delivery.

ASHLEY RIVERA – GRADUATE LANDSCAPE ARCHITECT**YEARS EXPERIENCE**

4 years overall, and 2 years with Alliant.

EDUCATION

- ◆ BS, Landscape Architecture, University of Ana G. Mendez
- ◆ Currently pursuing licensure as a Landscape Architect in Florida

Ashley is a skilled landscape designer with over three years of experience in land development, specializing in marketing graphics, renderings, planting design, and design standardization. With a natural artistic talent and a strong eye for detail, she creates efficient, sustainable outdoor spaces that foster meaningful connections to nature. Ashley is passionate about blending aesthetic vision with practical functionality to deliver thoughtful, innovative landscape solutions. Her work consistently reflects a commitment to sustainability, user experience, and the success of each project she supports.

CLAYTON WALLEY, L.S., PSM – VP FLORIDA LAND SURVEY**YEARS EXPERIENCE**

25 years overall, and 6 years with Alliant.

EDUCATION

- ◆ A.A.S. Industrial Engineering Technology, Paul D. Camp Community College
- ◆ BS Business, Project Management, University of Phoenix

PROFESSIONAL REGISTRATIONS

Licensed Surveyor in Florida (LS7209)

Mr. Walley brings over 25 years of experience in land surveying across multiple states. His expertise includes large-scale boundary and topographic surveys, construction staking, and as-built surveys. Clayton is highly skilled in project management, GPS mission planning and execution, low-altitude UAV data acquisition, and CAD drafting. With a comprehensive understanding of both field and office operations, he plays a critical role in ensuring the accuracy, efficiency, and success of complex surveying projects.

JOE BRINSON, PWS – ENVIRONMENTAL SENIOR PROJECT MANAGER**YEARS EXPERIENCE**

27 years overall, and 3 years with ECS, Florida, LLC.

EDUCATION

- ◆ BS, Forest Resource Management / Forest Biometrics, University of Georgia

PROFESSIONAL REGISTRATIONS

Professional Wetland Scientist

Mr. Brinson brings over 26 years of experience in environmental consulting, with expertise in wetland permitting, protected species assessments, timber evaluations, greenbelt determinations, and arborist services. As a Senior Environmental Project Manager at ECS, he oversees all phases of environmental project execution, including proposal development, regulatory compliance (including SPEC/NPDES), budgeting, and reporting. His role involves direct client engagement, coordination of field activities, report preparation and review, as well as invoicing and business development. Mr. Brinson's broad technical knowledge and leadership ensure efficient, compliant, and client-focused project delivery.

**BRETT H. HARBISON, PE – DIRECTOR OF TRANSPORTATION AND GEOTECHNICAL SERVICES
PRINCIPAL ENGINEER**

With over 18 years of experience in field operations, laboratory testing, and geotechnical analysis across Florida, Brett leads the complete geotechnical process—from drilling and sampling to laboratory testing and engineering analysis. He has managed geotechnical services for a wide range of Florida Department of Transportation (FDOT) projects, utilizing both Design-Bid-Build and Design-Build delivery methods. As a Certified SmartPile EDC system user, Brett has performed dynamic load testing on numerous pre-stressed, pre-cast concrete driven piles for bridge foundation projects throughout the state.

YEARS EXPERIENCE

27 years overall, and 3 years with ECS, Florida, LLC.

EDUCATION

- ◆ BS, Forest Resource Management / Forest Biometrics, University of Georgia

PROFESSIONAL REGISTRATIONS

Professional Wetland Scientist

Anabelle Island, Green Cove Springs, Florida



Project Overview: Anabelle Island is a thoughtfully planned residential community located in the heart of Clay County, Florida. Once complete, the development will feature 369 single-family homes, a community pool and recreation center with direct access to local trail systems offering residents a blend of comfort, connectivity, and outdoor living.

Alliant's Role: Alliant has been a key partner in the development of Anabelle Island, providing comprehensive civil engineering, surveying, and permitting services across multiple phases of the project.

Impact: Anabelle Island is helping meet the growing demand for housing in one of Florida's fastest-growing regions. Alliant's involvement ensures the community is built on a strong foundation – both literally and figuratively – supporting long-term growth and quality of life for future residents.

PROJECT HIGHLIGHTS

- ▶ Phases 1A & 1B successfully supported construction with close coordination between design and field teams.
- ▶ Phase 2 is currently under construction, with Alliant leading the design and permitting efforts.
- ▶ Agency Coordination: Worked with Clay County and relevant regulatory bodies to ensure timely approvals and compliance.



Beachview Cove, Ormond Beach, Florida



Nestled amidst ocean vistas and bordered by numerous state parks, this budding community of 28 single-family homes promises a peaceful, serene place to live.

Alliant provided professional surveying and platting services for the Beachview Cove development in Volusia County. Our team conducted fieldwork and prepared the plat in accordance with Chapter 177 of the Florida Statutes and applicable local municipal standards. Services included setting all required Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and lot corners; preparing and submitting both preliminary and final plats; and addressing municipal comments through to final approval.

We began work within three weeks of receiving the executed proposal and supporting documentation, working closely with the client to ensure timely delivery. In addition to surveying and platting, Alliant led the site's civil engineering efforts, securing all necessary entitlements and permits to facilitate development.

The project required multiple approvals, including:

- ▶ Volusia County Master Plan Development Order and Final Development Order
- ▶ City of Ormond Beach utility approval
- ▶ Department of Health Domestic Water Permit
- ▶ FDEP Wastewater Permit
- ▶ FDOT Driveway, Drainage, and Utility Connection Permits
- ▶ FDEP Coastal Construction Field Permit
- ▶ SJRWMD Environmental Resource Permit

With infrastructure now fully completed and model homes going vertical, Alliant is proud to see Beachview Cove coming to life.



Wildlight Community, Nassau County, Florida



SERVICES



LAND SURVEY

CLIENT

AJ Johns and Burnam

Wildlight is a 24,000-acre master-planned community in Nassau County, Florida designed to harmonize modern living with natural surroundings.

With over 7,000 acres dedicated to conservation and plans for more than 20,000 homes, Wildlight is poised to evolve over the coming decades into a vibrant, sustainable town. Alliant is proud to support this long-term vision by providing professional surveying services for Parcel 4B—an essential component of Wildlight's ongoing expansion.

Our scope of work included layout staking for clearing limits, silt fencing, and pond construction, as well as establishing site control for GPS-guided machinery. We also conducted post-grading topographic surveys and provided as-built reviews and certifications. Through our efficient pre-calculated layout process and daily field reporting, we ensured precise and timely support throughout the project's development.

By facilitating the foundational development of Parcel 4B, Alliant is helping advance Wildlight's mission to create a community that blends diverse housing, integrated amenities, and preserved natural spaces—setting a new benchmark for thoughtful, long-term regional growth.





AdventHealth, 100-Bed Hospital and Medical Office Building - Palm Coast, Florida



SERVICES



CIVIL ENGINEERING



CONSTRUCTION SERVICES



LAND SURVEY



TRAFFIC ENGINEERING

ADDITIONAL SERVICES

- ▶ Construction Engineering / Administration
- ▶ Construction Inspection
- ▶ Environmental Permits
- ▶ ADA Design
- ▶ Survey – Existing Conditions Survey
- ▶ Survey – ALTA Survey
- ▶ Traffic Operations – Traffic Impact Study

Alliant provided comprehensive civil engineering design, permitting, and coordination services for a new 100-bed hospital and medical office building located at the intersection of Palm Coast Parkway and Bridgehaven Drive.

Our scope included site planning, stormwater and utility design, erosion control measures, and off-site roadway improvements. Alliant also led the completion of the traffic impact study and coordinated closely with Florida Power & Light and other subconsultants to finalize construction documents.

In addition, our team supported multiple public meetings, developed technical specifications, and assisted with agency submittals and permit close-outs to ensure full compliance with City and environmental requirements.



Hillsborough County Emergency Vehicle Preemption, Tampa Bay, Florida



Alliant is supporting Hillsborough County, Florida, with a range of traffic operations, smart mobility, and Intelligent Transportation Systems (ITS) initiatives.

Our Tampa team is actively assisting the County's Traffic Management Center with several ongoing work orders. Key efforts include the design and deployment of a county-wide Emergency Vehicle Preemption (EVP) system, covering over 150 emergency vehicles and 600 traffic signals. Additionally, the County is upgrading 120 traffic signals with new Advanced Traffic Controllers (ATCs) and Connected Vehicle Roadside Units (RSUs).

Alliant developed the Request for Proposal (RFP) for these upgrades and is currently supporting acceptance testing and systems engineering documentation for the Advanced Traffic Management System (ATMS). Our team is also assisting with Federal Highway Administration (FHWA) grant applications, including a new School Bus Safety Program that integrates connected vehicle technology.



Hillsborough
County Florida



Saddlebrook Landings Apartment Community, Jacksonville, Florida



Alliant played a key role in bringing Saddlebrook Landings to life, a 216-unit apartment community nestled along Normandy Boulevard in Jacksonville, Florida.

Alliant provided civil site engineering, surveying, and permitting services for the phased development of this growing community. Our team led the preparation of final construction documents, including grading, utility design, stormwater management, and erosion control plans, while also offering construction administration support throughout the project.

We coordinated with multiple agencies to secure the necessary permits, including the City of Jacksonville, FDOT, SJRWMD, and FDEP, as well as with landscape and irrigation consultants to ensure a cohesive site design. With a focus on both current infrastructure needs and long-term growth, Alliant's work is helping shape a thriving residential hub in one of Florida's fastest-growing regions.



Whiteview Village Subdivision, Palm Coast, Florida



Located in Palm Coast, Florida, Whiteview Village provides housing for 202 families and features community amenities including a pool, cabana, and kayak launch—perfectly suited for Florida’s sunny climate.

Alliant played a key role in bringing this commuter-friendly neighborhood to life. The project’s success was driven by strong collaboration and partnerships across disciplines, showcasing how Alliant delivers value through integrated design, coordination, and a commitment to community-focused development.



Tallahassee Memorial Healthcare Campus Expansion to Panama City Beach, Florida



In response to the rapid population growth in Panama City Beach and the surrounding Bay County area, Tallahassee Memorial Healthcare, the Florida State University College of Medicine, and The St. Joe Company have partnered to develop a state-of-the-art medical campus on approximately 87 acres in Panama City Beach.

The project is being developed in phases, with plans to ultimately include a 500-bed hospital and a variety of ancillary medical facilities. Phase I features a master plan for a four-story, 60,000-square-foot medical office building designed to provide primary and urgent care services, with future potential for orthopedic, cardiology, and surgical specialties.



As the civil engineer for the project, Alliant's master planning effort integrates long-term considerations, including roadway expansion and projected growth over the next 10 to 30 years. Particular attention has been given to access, site circulation, and wayfinding—factors that are essential to enhancing the overall patient and visitor experience.

The planning process prioritizes all sensory elements of the user journey—from initial campus visibility and arrival to ease of departure after each visit. In addition, the design responds to the vibrant bicycle and pedestrian activity in Panama City Beach and the critical need for efficient emergency vehicle access. These considerations will help shape a welcoming, accessible, and future-ready corridor as the campus expands to serve the evolving needs of the community.

Once complete, the new healthcare campus will significantly enhance access to medical care for the region's growing population.



Riverfront Plaza, Jacksonville, Florida



As part of the City of Jacksonville's ambitious redevelopment initiative, Riverfront Plaza is emerging as a vibrant waterfront destination that celebrates the city's connection to the St. Johns River. The project envisions expansive open parkland, immersive public art, versatile event spaces, and seamless pedestrian access—all designed to create lasting value for residents and visitors alike.

Alliant is proud to support this transformative effort by providing precise and responsive professional surveying services. Our team is responsible for layout staking, the preparation of as-built documentation, and daily field reporting to ensure clarity, accuracy, and compliance. By working in close coordination with contractors and city staff, we help bring the vision of Riverfront Plaza to life with the precision and care it deserves.

This is more than construction—it's community building, placemaking, and a bold step toward redefining Jacksonville's downtown riverfront.





Reverie at Palm Cost Subdivision, Palm Coast, Florida



Alliant serves as the Engineer of Record for the full design and permitting of a 421-home residential subdivision developed under a Community Development District (CDD). The scope includes comprehensive oversight and execution of all engineering design elements, from initial planning through final construction documentation. Alliant also prepared and submitted the Certified Engineer's Report, which included detailed cost estimating to support the CDD bond issuance process.

Project Owner

Sunbelt Land Management

Point of Contact

Ken Belshe

Contact No.

(386) 986-2411





Sweetgrass Apartments, Phase 1, Enhanced Landscape, St. Mary's, GA



Sweetgrass is a 150-acre master planned development located in St. Mary's, Georgia, for Tierra Linda Development, LLC. The community will include 312 Class A multifamily units, 194 townhomes, 143 single-family homes, and 212,600 SF of commercial space. Designed as a walkable, mixed-use neighborhood, Sweetgrass will ultimately be home to approximately 650 families and feature integrated opportunities for housing, employment, shopping, recreation, and civic life.

Alliant's team provided comprehensive project management services in collaboration with the client, architect, and interior designer. Scope of work included enhanced landscape architecture and irrigation design, neighborhood entry monument and security gate, site civil design and permitting, and site electrical engineering (managed subconsultant). The amenity package included the clubhouse and pool deck, outdoor kitchen, shade structures, dog park, mail kiosk, and associated hardscape elements, contributing to a vibrant and functional community environment.

Firm Name

Alliant Engineering, Inc.

Alliant Florida, Inc.

Firm Location

Jacksonville, Florida

Jacksonville, Florida

Role

Project Engineer

Land Surveyor



Trout Creek Community Development District, St. Johns County, Florida



ECS Florida, LLC completed an Arboriculture Assessment for the landscape and tree decline predominantly live oaks with a few magnolias. ECS understood the trees started to decline approximately two years after they were planted. The scope of work included assessing the current condition of landscaping trees along Shearwater Parkway to determine whether conditions required removal and recommend appropriate course of action for remediation. Investigative methods used were visual inspection of roots and tree, soil pH and nutrient analysis, root excavation, general leaf density analysis, irrigation water pH testing and bulk density testing of the soil.



Firms Involved with This Project

Firm Name	Firm Location	Role
ECS Florida, LLC	Jacksonville, Florida	Environmental



Sawmill Branch Roundabout, Palm Coast, Florida



Collaboration is at the heart of Alliant’s success, and the US 1 & N Old Kings Street and Sawmill Development project is a prime example of that principle in action.

Working seamlessly across disciplines, our team delivered comprehensive design and permitting services in close coordination with FDOT and key project stakeholders. While guiding the transportation improvements through every phase, we simultaneously supported the development of Sawmill Branch—an exciting new residential community featuring 1,000 homes, a community pool, clubhouse, dog park, and playground.

This project exemplifies Alliant’s commitment to building better communities through integrated infrastructure and thoughtful design.

ADDITIONAL SERVICES

- ▶ Construction Engineering / Administration
- ▶ Construction Inspection
- ▶ Environmental Permits
- ▶ Preliminary Design
- ▶ Final Design
- ▶ Roundabout
- ▶ ADA Design
- ▶ Survey – Existing Conditions
- ▶ Survey – Final Plat
- ▶ Traffic Design – Signals / Lighting
- ▶ Traffic Design – Signing and Pavement Markings



Shadow Crest at Rolling Hills Community Development District, Phases 3B and 3C, Green Cove Springs, Florida

Point of Contact

Marilee Giles

Contact No.

(904) 940-5850 x 412

Mr. Schofield served as the District Engineer and Engineer of Record for a CDD infrastructure project supporting a 247-lot single-family platted phase. The project was funded through a bond issuance and required seamless coordination with the primary CDD Engineer responsible for the adjacent Shadow Crest phase, which was under concurrent construction. Monthly board meetings were attended jointly to provide updates on each respective phase.

Shadow Crest included construction of a lift station designed to receive effluent from both developments. Mr. Schofield facilitated the acquisition of electrical and landscape maintenance easements and conducted detailed reviews of contractor, vendor, and supplier invoices and pay requests to ensure the proper use of bond proceeds. His responsibilities also included cost estimating and preparation of the Engineer's Report for the full planned build-out of the Shadow Crest phase.



Names of Key Personnel	Role in This Contract	Involvement in Example Projects													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
Jeff Sprouse, PE	Client Manager					X							X		X
Andrew Mansen, PE	Project Manager	X	X				X		X				X		X
Joseph Schofield, PE	Senior Civil Engineer	X	X	X			X		X		X		X		X
Adam Oestman, PE	Production Manager			X	X		X	X			X			X	X
Curt Wimpée, PE	Principal VP Southeast Region			X	X			X			X				
Ashley Rivera	Graduate Landscape Architect	X		X				X			X	X			X
Clayton Walley, L.S.	Principal VP Florida Land Survey	X		X			X	X		X		X		X	X
Joe Brinson, PWS	Professional Wetland Scientist												X		
Brett Harbison, PE	Director of Transportation & Geotechnical Services														

Example Project Key

Number	Title of Project	Number	Title of Project
1	Anabelle Island Subdivision	8	Tallahassee Memorial Healthcare Campus Expansion to Panama City Beach, Florida
2	Beachview Cove	9	Riverfront Plaza
3	Wildlight Community	10	Reverie at Palm Coast Subdivision
4	AdventHealth	11	Sweetgrass Apartment Community
5	Hillsborough County Emergency Vehicle Preemption	12	Trout Creek Community Development District
6	Saddlebrook Landings Apartment Community	13	Sawmill Branch Roundabout
7	Whiteview Subdivision	14	Rolling Hills Community Development District



CIVIL ENGINEERING:

At Alliant, our team provides expert guidance to help clients navigate the multifaceted challenges inherent in project development. Through the strong, collaborative relationships we've established with both private and sector clients and public agency representatives, we ensure that our clients' objectives are consistently achieved.

Alliant's Civil Engineering and Land Development Services Include:

- ◆ Comprehensive due diligence assessments
- ◆ Site analysis, feasibility studies, and planning
- ◆ Design development and budget forecasting
- ◆ Entitlement processing
- ◆ Preparation of construction documentation
- ◆ Stormwater management system design
- ◆ Grading, drainage, NPDES/SWPPP design and inspection
- ◆ Permitting and coordination with regulatory agencies
- ◆ Construction administration and oversight
- ◆ Project closeout and certification services

We engage closely with clients and stakeholders throughout every phase of the project lifecycle, delivering responsive, detail-oriented, and value-driven oversight from initial planning through final completion.



INTELLIGENT TRANSPORTATION SYSTEM:

Alliant is devoted to providing solutions that will increase the safety and convenience of travel. Our experience with ITS systems dates back to our very first project, and we have continued to grow our services and expertise in this area. Building on a history of success, Alliant is committed to introducing new technological solutions to address the challenges facing modern transportation systems.

The scope of Alliant's intelligent transportation services capabilities includes:

- ◆ ITS planning
- ◆ Systems engineering
- ◆ Communications and design
- ◆ Systems implementation and integration
- ◆ System evaluation
- ◆ System architecture

Our history of ITS success dictates our strategy of always looking forward to new solutions.

LANDSCAPE ARCHITECTURE:

Growing New Landscape Solutions: Through extensive planning and design, we help clients enhance their communities through landscape architecture. Whether it's a garden or streetscape, our team has the creative and analytical skills to map out an area and design features that will enhance its value, function, and enjoyment by the community. Our team guides clients from start to finish through submitting proper documents with agencies and developing construction plans so the project can be completed without delays or added costs.

Alliant's landscape architecture services include:

- ◆ Master planning
- ◆ Site analysis and planning
- ◆ Visualization and public presentation
- ◆ Agency coordination and submittals
- ◆ Construction drawings
- ◆ Construction administration

We work with public and private clients nationwide to build functional, well-designed spaces that meet every project's objectives on time and budget.

ROADWAY DESIGN:

Creating safe and efficient roads for our community has been a major focus since the inception of Alliant. From planning and preliminary design to traffic control and work zone safety, our team will make sure clients' roadway projects are delivered with high-quality work, on schedule, and within budget.

Alliant's roadway design services span:

- ◆ Preliminary design
- ◆ Final design
- ◆ Highway engineering
- ◆ Maintenance of Traffic (MOT)
- ◆ Municipal engineering
- ◆ Local road design (city, county, and state aid)
- ◆ Utilities
- ◆ Construction and cost estimating
- ◆ Public involvement

As leading roadway design and transportation planning specialists, we have built, planned, designed, and administered an incredible variety of public streets, highways, and more.



CONSTRUCTION ADMINISTRATION:

Alliant offers Construction Administration services to developers and municipalities through the construction phase of projects we design. During this phase, our team will coordinate with contractors and consultants to monitor and review the progress of construction.

Alliant's construction administration services include:

- ◆ Coordination with consultants and overall project management
- ◆ Representation of client interests throughout the construction process
- ◆ Review and management of submittal packages
- ◆ Oversight of construction-phase permitting requirements
- ◆ Evaluation and approval of change orders

LAND SURVEY:

Alliant is dedicated to delivering accurate and timely surveying services to support the successful execution of our clients' projects. Whether providing next-day service, construction staking, or preparing a final plat for public approval, our team ensures precision and responsiveness at every state. We offer a comprehensive suite of surveying services to clients in both the public and private sectors. As one of the first disciplines engaged at the outset of a project – and often one of the last to ensure proper closeout – surveying plays a critical role in the overall project lifecycle.

Alliant's land survey services go beyond expectations:

- ◆ Boundary surveys
 - ALTA/NSPS land title surveys
 - Certificate of survey
- ◆ Topographic surveys
 - Design location/existing conditions survey
 - Hydrographic survey
 - Underground survey (utilities, areaways)
- ◆ Record surveys
 - Subdivision (plat, RLS, CIC, right-of-way plat)
 - Memorial plat
- ◆ Construction surveys
 - Establish horizontal and vertical site control
 - Staking horizontal and vertical site control
 - Volume measurements

We provide dependable, accurate land surveying services that adapt to your project's timeline and unique needs.

MAINTENANCE OF TRAFFIC (MOT):

The Alliant Maintenance of Traffic (MOT) team works hand-in-hand with contractors and owners to develop innovative construction staging plans for complex projects throughout the Midwest and Western United States. Our expertise in construction staging, traffic control, temporary pedestrian facilities, public outreach, stakeholder engagement, and plan implementation allows our clients to rest easy knowing their project has the safest and most cost-effective construction phasing possible.

Alliant's Maintenance of Traffic (MOT) specialty services include:

- ◆ Construction staging
- ◆ Traffic control
- ◆ Traffic Management Plans (TMP)
- ◆ Incident Management Plans (IMP)
- ◆ Temporary pedestrian and multimodal facilities
- ◆ Temporary roadways and geometrics
- ◆ Temporary traffic modeling
- ◆ Detour route signal timing
- ◆ Temporary lighting and signal systems
- ◆ Public engagement
- ◆ Work zone traffic control review and refinement

To the traveling public, MOT is the most visible aspect of a construction project. Alliant develops a thorough and efficient approach to construction phasing which increases a project's traffic capacity, minimizes driver confusion, maintains access to the surrounding community, and promotes safety for both the public and construction crews.

TRAFFIC ENGINEERING:

As populations grow, public agencies face increasing pressure to manage rising traffic volumes with solutions that prioritize both safety and efficiency. At Alliant, we understand the critical importance of developing, designing, and implementing infrastructure projects that not only address these challenges but also reflect the unique needs of the communities they serve.

Alliant's traffic engineering and traffic design services include:

- ◆ Traffic, parking, and specialty studies
- ◆ Bicycle and pedestrian facilities planning and design
- ◆ Traffic signal operations and signal timing
- ◆ Traffic modeling
- ◆ Intersection and roadway safety studies
- ◆ Intersection control evaluations
- ◆ Corridor studies
- ◆ Traffic final design
- ◆ Project management

Our traffic engineering services and designs are trusted nationwide to deliver safe, reliable, and community-focused infrastructure that supports sustainable growth.

WATER RESOURCES:

Stormwater Solutions that Exceed Expectations: Transportation and land development projects often require effective drainage system design. Our water resources team collaborates seamlessly with our environmental experts to deliver practical stormwater solutions that meet water quality requirements and support project success. Leveraging strong relationships with permitting agencies, we also ensure compliance with local and regulatory floodplain standards.

Alliant's water resources and stormwater services include:

- ◆ Hydrologic and hydraulic modeling
- ◆ Stormwater design
- ◆ Culvert design
- ◆ Bridge hydraulics
- ◆ Stream restoration
- ◆ Detention design
- ◆ Water quality management best practices
- ◆ Floodplain analysis and permitting

Our water resources team collaborates closely with Alliant's environmental experts to deliver exceptional stormwater planning and design—ensuring compliance with the highest regulatory standards.

SOLUTIONS FOR EVERY SECTOR:

With a wide range of services and professionals on staff, Alliant is uniquely prepared to support clients from all backgrounds. From landscape architecture and surveying to roadway design and traffic engineering, we offer the capabilities needed to execute each stage of your plan efficiently. As an employee-owned firm, our team is personally invested in the success of every project. Employee ownership fosters a deeper connection to our work, driving us to deliver thoughtful solutions, build lasting relationships, and approach each challenge with pride and accountability.



Throughout our history, Alliant has been fortunate to work with clients in both the public and private sectors. Our diverse team and experience give us the knowledge and flexibility to address the unique goals and constraints that are common among organizations in each realm. With a full line of services designed to maximize value and deliver results for every project, you can rely on Alliant to take on your biggest challenges with solutions that prioritize excellence and integrity.

Visit our website for even more available services. www.alliant-inc.com

**ADDITIONAL INFORMATION-COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE****Alliant's Continued Growth in the Community Development District Segment:**

Alliant Engineering, Inc. recognizes that Community Development Districts (CDDs) are special-purpose units of local government established to plan, finance, construct, and maintain public infrastructure within residential communities. These Districts play a vital role in supporting sustainable development and enhancing residents' quality of life.

Over the past several years, Alliant has continued to expand its presence and reputation in the CDD sector, providing dependable engineering services across Florida. Below is a list of communities currently supported by Alliant:

District Name	Location	Year Alliant Became the District Engineer
Tison's Landing	Duval County, Florida	2023
Ridgewood Trails	Clay County, Florida	2024
Oakleaf Town Center (OTC)	Clay County, Florida	2024
Bartram Park	Duval County, Florida	2024
The Trails	Duval County, Florida	2024
CrossCreek	Manatee County, Florida	2025
Glen St. Johns	Duval County, Florida	2025
Eagle Point CDD	Manatee County, Florida	2025

Our growth in this segment began with the successful partnership of Tison's Landing in 2023, where we continue to provide comprehensive general engineering services to support infrastructure planning and development.

Building on this success, Alliant was selected in 2024 to serve several additional districts—expanding our footprint and reinforcing our reputation as a reliable and responsive engineering partner.

In 2025, this positive trajectory has continued, as we remain committed to the thoughtful growth and improvement of each community we serve.

Across all engagements, Alliant delivers innovative, cost-effective, and sustainable engineering solutions while consistently exceeding client expectations. We are proud of the relationships we've built and look forward to supporting the ongoing success of these districts through collaborative planning and quality engineering.

VOLUME OF WORK PREVIOUSLY AWARDED BY THE DISTRICT: Alliant Engineering, Inc. has not previously performed work for this district.

At Alliant, relationships aren't just part of the job—they're the reason we're chosen time and time again. For over 30 years, we've built lasting partnerships across the public and private sectors, knowing that strong connections lead to smoother projects, stronger outcomes, and greater opportunities for our clients. We protect what we build—because when our clients succeed, so do we.

Public Sector Solutions Built on Experience and Trust

In public projects, the right team makes all the difference. At Alliant, we deliver exactly that. Each project is led by a seasoned professional and backed by a team of dedicated experts who bring a pragmatic, results-driven approach. We prioritize respect, accountability, and quality—ensuring your project's success while making your job easier from start to finish.

We take pride in enhancing lives through public infrastructure projects, creating safer, more accessible communities for everyone. With a future-focused mindset and innovative solutions, we guide projects from initial planning and programming through design, construction, and ultimately, integration into the community. Our comprehensive approach ensures that every aspect is thoughtfully managed, including meaningful public involvement, so local stakeholders understand the long-term value.

Private Sector Support that Goes Beyond the Blueprint

In the private sector, where every decision counts and time is money, having a team you can trust is everything. At Alliant, we're with you from start to finish—handling the design, navigating entitlements, and clearing the path forward. We don't just solve problems—we anticipate them, helping you move faster, smarter, and with confidence.

We understand that maximizing the value of your project while meeting market-driven goals and creating sustainable developments is your top priority. At Alliant, we carefully evaluate design options to ensure they align with your vision while also addressing the needs and requirements of local communities. Our collaborative approach helps you navigate challenges and identify the ideal solution for your project site, balancing innovation, efficiency, and long-term success.

Balancing Vision, Value and Viability

At Alliant, we understand that maximizing value, meeting market-driven goals, and creating sustainable developments are top priorities. That's why we take a thoughtful approach—vetting design options that align with your vision while addressing community needs and regulatory requirements. The result: smart, balanced solutions tailored to your project site and long-term success.





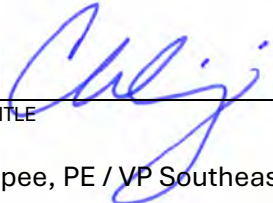
FIRM LICENSURE AND PREQUALIFICATIONS

Alliant is fully licensed to provide professional engineering services in the State of Florida and is registered with the Florida Department of State as an S-Corporation. Copies of the firm's licensure, as well as licenses for key personnel, are included in Appendix A.

Alliant maintains a strong record of professional integrity. No judicial or administrative agency, nor any qualification board, has ever investigated Alliant or any of its employees. Furthermore, neither the firm nor its staff—including licensed engineers—has ever been subject to an adverse decision or settlement related to a violation of ethical standards.

OTHER TECHNICAL SKILLS REFERENCE

- ▶ 6.1 – Traffic Engineering Studies
- ▶ 6.2 – Traffic Signal Timing
- ▶ 6.3.1 – Intelligent Transportation Systems Analysis and Design
- ▶ 6.3.2 – Intelligent Transportation Systems Implementation
- ▶ 6.3.3 – Intelligent Transportation Traffic Engineering Systems Communications
- ▶ 7.3 – Signalization
- ▶ 8.1 – Control Survey
- ▶ 8.2 – Design, Right-of-Way, and Construction Surveying
- ▶ 8.4 – Right-of-Way Mapping

AUTHORIZED REPRESENTATIVE	
SIGNATURE 	DATE July 28, 2025
NAME AND TITLE Curt Wimpee, PE / VP Southeast Region	

To fully address the criteria outlined in the RFQ, we offer the following additional information. This supplemental content further demonstrates Alliant Engineering's qualifications, expertise, and capacity to successfully perform all anticipated work under contract in the role of District Engineer.

COMPREHENSIVE EXPERTISE AND PROVEN COMMITMENT

Alliant Engineering, Inc. delivers professional design and project management services across a broad spectrum of disciplines, including municipal infrastructure, land development, transportation, traffic engineering, landscape architecture, and surveying. Our foundation is a diverse, multidisciplinary team of talented professionals dedicated to delivering high-quality design, management, and construction services.

Founded in 1995, Alliant brings over 30 years of experience serving both public and private clients. Our collaborative, integrated management approach enables us to efficiently execute projects while maintaining an exceptional level of quality. We consistently add value by pairing unmatched civil engineering expertise with innovated, forward-thinking solutions.

In addition to our technical qualifications, we possess a deep understanding of the infrastructure challenges faced by smaller communities. The key staff proposed for this project are recognized experts in their fields and are well equipped to provide the ongoing engineering services required of a District Engineer.

Key Program – Level Roles: To ensure the successful delivery of services, Alliant provides structured program leadership supported by the following critical roles:

- ▶ **Client Manager / Project Lead:** Responsible for assembling tailored project teams, providing overall project insight, and serving as the primary point of contact for the District. Jeff Sprouse, PE has been selected as Client Manager due to his 28 years of experience and deep understanding of Community Development District (CDD) project dynamics. Jeff will attend district meetings (when necessary) and oversee both construction and engineering services.
- ▶ **Quality Management Oversight:** Jeff will also ensure all team members are fully trained in Alliant's Quality Management Process and that these protocols are rigorously applied across all individual projects.

Project Manager: Tasked with assigning appropriate team members to individual work orders and ensuring consistency in formatting, deliverables, and technical standards across all projects. This role also serves as a key technical resource for the entire project team.

Our team is structured for agility and accountability, enabling us to execute work orders efficiently while ensuring high-quality, on-time delivery.



Client Manager

Jeff Sprouse, PE



Project Manager

Andrew Mansen, PE



CERTIFIED MBE

Alliant's teaming partner **Meskel & Associates Engineering (MAE)** is a certified Women owned DBE and JSEB firm based in Jacksonville, FL with additional office in Lake City and Tampa. MAE specializes in geotechnical engineering, drilling, and laboratory testing services and brings strong local knowledge and technical expertise to the team. MAE's certifications are included at the end of this RFQ.

WILLINGNESS AND ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

Alliant is fully committed to delivering projects on time and within budget. We facilitate all formal reviews in an organized and timely manner to maintain project momentum. Regular progress meetings are conducted to provide clear updates and proactively address design issues that are critical to the project schedule—for both the District and the broader project team.

To support this commitment, we implement our Quality Management Plan (QMP), which is tailored for each individual project and followed rigorously throughout the design process to ensure consistency, accuracy, and efficiency. Efficient project execution goes beyond sound engineering and project management—it also requires a deep understanding of the permitting landscape. Alliant has successfully completed a wide range of projects and brings extensive experience working with regulatory agencies across Florida. Our long-standing relationships with permitting authorities enable us to navigate approvals smoothly and avoid unnecessary delays.

Additionally, our strong network of subconsultants and contractors allows us to anticipate construction needs and align design decisions with real-world implementation. By leveraging our knowledge of construction methods and building systems, we can optimize designs for constructability and cost efficiency.

COMMUNICATION WITH THE DISTRICT

Fast-tracked projects demand continuous, proactive communication and close collaboration with the District and its oversight team. At Alliant, we prioritize transparency and responsiveness to ensure all stakeholders remain aligned throughout the project lifecycle. To support this, we will propose a draft meeting schedule for review and refinement during the project kickoff meeting. We envision three key levels of communication touchpoints:

- ◆ **Design Review Meetings** – Structured sessions to review major design milestones, gather feedback, and ensure alignment with District goals.
- ◆ **Over-the-Shoulder Reviews** – Informal, real-time check-ins with District staff to discuss design elements as they are developed, allowing for early input and course correction.

- ◆ **Progress Meetings** – Regularly scheduled updates to review timelines, track deliverables, and address any emerging issues promptly.

This multi-tiered communication strategy helps foster accountability, accelerates decision-making, and supports timely delivery of high-quality work.

DESIGN REVIEW

Alliant implements a structured, collaborative design review process to ensure quality, consistency, and alignment with project goals. Out reviews are conducted at key milestones and are supported by a clear schedule developed during project kickoff.

OTSR

To promote transparency and real-time collaboration, OTSRs will be scheduled between major project milestones. These informal working sessions provide the District with visibility into the evolving design and create opportunities to offer input throughout the process. The primary purpose of OTSRs is to present “in-progress” design plans, address specific issues as they arise, and facilitate timely decisions that could affect the project schedule or scope. As appropriate, key stakeholders may also be included to ensure alignment and gather multidisciplinary feedback. Whenever possible OTSRs will be conducted face-to-face to support more productive discussions, faster resolutions, and stronger communication among team members.

PROGRESS MEETINGS

Alliant utilizes regular progress meetings to ensure the District remains fully informed and actively involved in all aspects of the project. These meetings serve as a vital platform to discuss current issues, address “hot topics”, track key decisions, and outline upcoming action items.

In many cases, progress meetings also function as informal “mini” OTSRs, allowing us to present specific portions of the design for real-time feedback. This dynamic approach encourages “collaboration on the fly”, enabling the District to weigh in on design elements early and often – minimizing surprises and significantly reducing the risk of rework.

To support clear communication and accountability, most meetings will include:

- ◆ A pre-distributed agenda
- ◆ Meeting minutes
- ◆ An action item log

These materials will be shared with both Alliant's internal team and District staff, ensuring everyone – regardless of attendance – is informed of key decisions and next steps. Additionally, Alliant will establish streamlined systems and protocols for electronic file sharing, supporting collaborative design review and real-time input across all stakeholders.



RECENT, CURRENT, AND PROJECTED WORKLOADS

At Alliant, client satisfaction is directly tied to our ability to meet schedule commitments—without compromising on quality. To support this, we proactively manage our workload and maintain staffing levels that exceed immediate needs. This intentional buffer allows us to remain highly responsive while consistently delivering exceptional results.

Jeff Sprouse, PE, will serve as the primary point of contact and is fully empowered to allocate support staff and resources as needed to meet project demands. Upon receipt of a work assignment from the District, a detailed project schedule will be developed in collaboration with key stakeholders. Responsibilities and deadlines will then be assigned to appropriate Alliant team members to ensure timely delivery of all project deliverables.

To further support workload management:

- ◆ Alliant project managers meet weekly to review current and upcoming projects, assess staff capacity, and align resources accordingly.
- ◆ We maintain a high-level project design schedule that forecasts anticipated project commitments against available staffing on a monthly basis.
- ◆ This process allows us to identify potential constraints early and adjust staffing or schedules proactively – helping us remain agile and reliable even during peak periods.

By combining resource planning with transparent communication and early stakeholder engagement, Alliant is well-positioned to consistently meet or exceed the District's expectations on every project.

Exhibit 2 – Below illustrates the estimated time allocation for each of the key team members that would be assigned to the project. While these percentages may fluctuate from week to week based on external factors, Alliant is committed to allocating the necessary resources when and where they are needed most.

Exhibit 2 – Projected Schedule

Staff	20%				40%				60%				80%				100%			
Client Manager																				
Project Manager																				
Water Resources																				
Professional Land Surveyor																				
Roadway Design																				
Construction and Inspection																				
Contract Administration																				



Percent Committed



CDD



Excess Availability

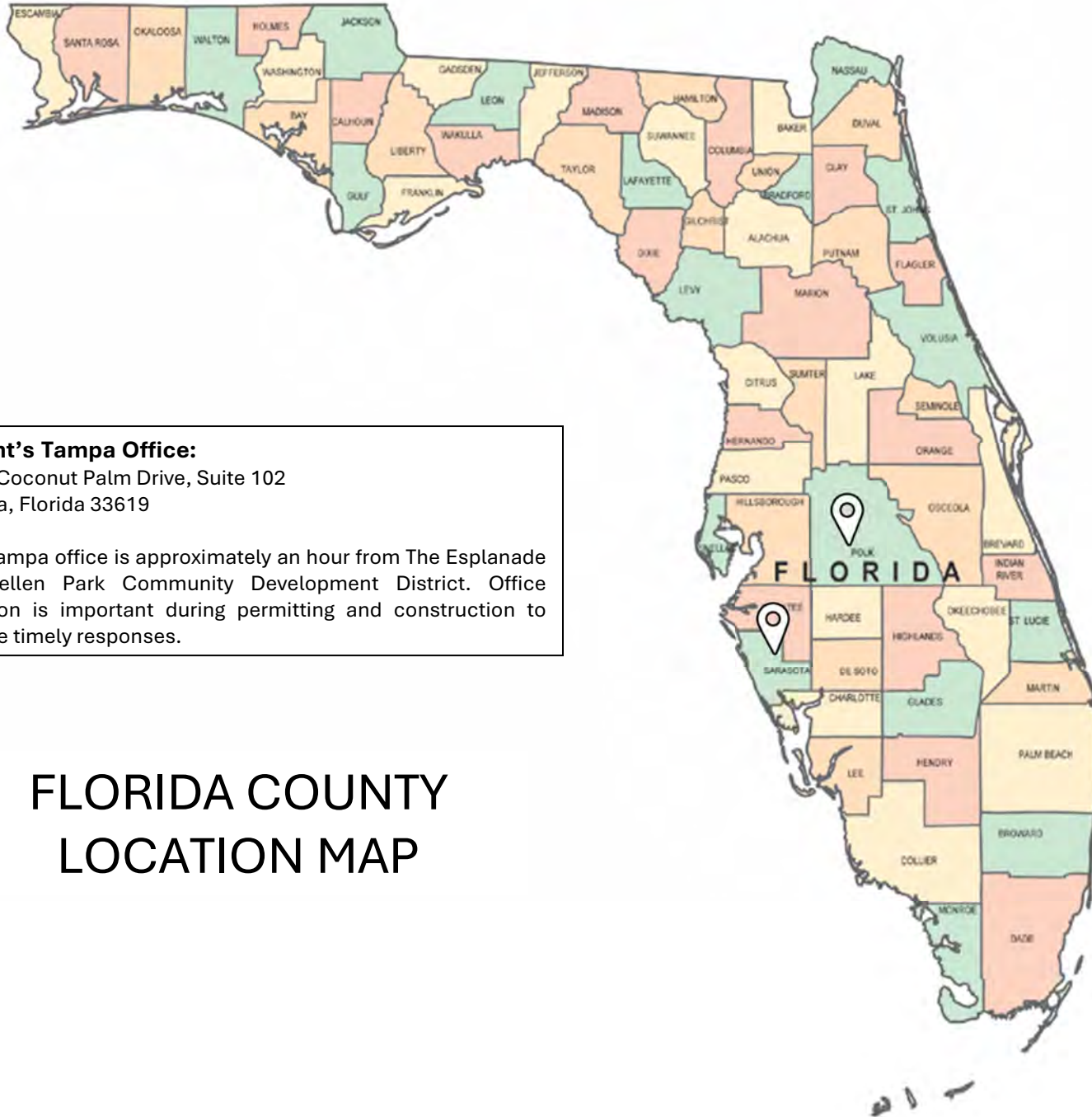
CONSULTANT'S PAST EXPERIENCE AND PERFORMANCE

The Alliant team brings extensive experience and a strong track record of delivering high-quality professional services to municipalities and special districts across Florida. We are honored by the opportunity to support your future initiatives, just as we have done with numerous public agencies throughout the state. Alliant has proudly served the Southeast region from our Jacksonville, Florida office since 2015. Throughout this time, we have developed long-standing partnerships with local governments, delivering reliable civil engineering services under ongoing contracts. Curt Wimpée, PE, Alliant's Southeast Regional Manager, leads our efforts in the region with more than 26 years of experience in municipal engineering and infrastructure development.

In 2017, Alliant was selected to provide city-wide civil engineering services for the City of Bunnell, FL. From the beginning, our team worked closely with city leadership to secure over \$2.5 million in grant funding for infrastructure improvements. These projects included the development of reclaimed watermain systems, stormwater mitigation in flood-prone areas, and CIPP lining for aging gravity sewer infrastructure.

We've provided full design and construction administration services, consistently earning the City's trust through our responsiveness, technical expertise, and collaborative approach. As a result, Alliant was officially appointed City Engineer and City Surveyor—a testament to the strength of our relationship and the quality of our work. We continue to support the City on a daily and weekly basis, helping them manage and advance their infrastructure needs.

Also in 2017, Alliant was selected to provide Professional Engineering Services for St. Johns County, FL. Our team remains actively engaged with County staff to identify and address key project priorities, offering targeted solutions based on their evolving infrastructure goals.


Alliant's Tampa Office:

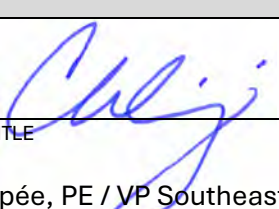
3901 Coconut Palm Drive, Suite 102
Tampa, Florida 33619

Our Tampa office is approximately an hour from The Esplanade at Wellen Park Community Development District. Office location is important during permitting and construction to ensure timely responses.

FLORIDA COUNTY LOCATION MAP



GENERAL QUALIFICATIONS

Alliant Engineering, Inc.				YEAR ESTABLISHED 1995		YEAR ESTABLISHED 41-1818046	
3901 Coconut Palm Drive, Suite 102				OWNERSHIP			
Tampa, Florida 33619				TYPE Corporation			
Jeff Sprouse, PE, Project Manager				SMALL BUSINESS STATUS N/A			
(813) 954-4337		jsprouse@alliant-inc.com		NAME OF FIRM Alliant Engineering, Inc.			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	18	3	E10	Environmental & Natural Resource Map	4	
08	CAD Technician	7	1	H07	Highways	8	
12	Civil Engineer	55	9	H11	Housing	7	
15	Construction Inspection	5	0	104	ITS	4	
16	Construction Manager	1	0	L03	Landscape Architecture	6	
23	Environmental Scientist	2	0	P05	Planning	5	
38	Land Surveyor	13	0	S09	Structural Design	4	
39	Landscape Architect	6	2	S10	Surveying	7	
47	Planner	2	0	T03	Traffic & Transportation Engineering	7	
57	Structural Engineer	2	0				
60	Transportation Engineer	61	1				
62	Water Resources Engineer	3	0				
	TOTAL:	175	16				
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	9	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 						DATE July 28, 2025	
NAME AND TITLE Curt Wimpée, PE / VP Southeast Region							




GENERAL QUALIFICATIONS

Alliant Florida, Inc.				YEAR ESTABLISHED 2019		YEAR ESTABLISHED 83-2802440	
3901 Coconut Palm Drive, Suite 102				OWNERSHIP			
Tampa, Florida 33619				TYPE			
Clayton Walley, Vice President Florida Land Survey				SMALL BUSINESS STATUS N/A			
(904) 900-3507		cwalley@alliant-inc.com		NAME OF FIRM			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
08	CAD Technician	5	S10	S10	Surveying	6	
38	Land Surveyor	21					
TOTAL:		26					
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	6	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE					DATE		
					July 28, 2025		
NAME AND TITLE							
Curt Wimpée, PE / VP Southeast Region							




GENERAL QUALIFICATIONS

Meskel & Associates Engineering, PLLC				YEAR ESTABLISHED 2008		YEAR ESTABLISHED DVZYP4E9Q3L8	
2202 N. West Shore Blvd., Suite 200				OWNERSHIP			
Tampa, Florida 33607				TYPE S-Corporation			
Antoinette D. Meskel, PE, President, Principal Engineer				SMALL BUSINESS STATUS WOSB, SB, DBE: NAICS 541330, 541380, 541920			
(904) 519-6990		tina@meskelengineering.com		NAME OF FIRM			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	6		E02	Education Facilities, Classrooms	0.5	
08	CAD Technician	1		E09	Environmental Impact Studies & Assessments	0.5	
15	Construction Inspector	5		E12	Environmental Remediation	0.5	
27/55	Foundation/Geotechnical Engineer	7		E13	Environmental Testing & Analysis	0.5	
30	Geologist	1		H07	Highways, Streets, Airfield Paving, & Parking Lots	3	
48	Project Engineers	5		O01	Office Buildings & Industrial Parks	0.5	
58	Technician/Analyst	6		P12	Power Generation, Transmission, & Distribution	0.5	
	Engineering Intern	2		R04	Recreation Facilities (Parks, Marinas, Etc.)	1.5	
	Drillers	8		S04	Sewage Collection, Treatment & Disposal	1	
				S05	Soils, Geotechnical Studies, & Foundations	4	
				S07	Solid Wastes, Incineration, Landfill	1	
				T02	Testing & Inspection Services	3	
				W02	Water Resources, Hydrology, Ground Water	1	
				W03	Water Supply, Treatment & Distribution	2	
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	4	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	7	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 						DATE July 28, 2025	
NAME AND TITLE Antoinette D. Meskel, PE, President, Principal Engineer							



GENERAL QUALIFICATIONS

ECS Florida, LLC				YEAR ESTABLISHED 2017		YEAR ESTABLISHED MNVJKQ85HFG3	
4524 N. 56th Street				OWNERSHIP			
Tampa, Florida 33610				TYPE Limited Liability Company			
Rey Ruiz, PE, SI – Branch Manager				SMALL BUSINESS STATUS N/A			
(904) 519-6990		tina@meskelengineering.com		NAME OF FIRM ECS Florida, LLC			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	33	6	H11	Housing (Residential, Multi-Family, Apts., Condos)	8	
06	Architect	2		H07	Highways, Streets, Airfield Paving, Parking Lots	7	
08	CAD Technician	1		E09	Environmental Impact Studies, Assessments	7	
	Construction Materials Manager	10	3	T02	Testing & Inspection Services	6	
	Drillers	29	10	C10	Commercial Buildings (low rise), Shopping Centers	6	
24	Environmental Scientist	19	4	W01	Warehouses & Depots	5	
	Environmental Technician	2		S05	Soils & Geologic Studies, Foundations	4	
	Field Technicians	94	17	H10	Hotels, Motels	4	
30	Geologist	6	2	O01	Office Buildings, Industrial Parks	4	
	Hydrologist			101	Industrial Buildings, Manufacturing Plants	4	
36	Industrial Hygiene			E02	Schools & Universities	4	
	Lab Technician	14	4	A06	Airports, Terminals & Hangers, Freight Handling	4	
	Professional Engineer	25	6	H09	Hospitals & Medical Facilities	4	
48	Project Manager	59	25	P02	Petroleum & Fuel (Storage & Distribution)	3	
	Soils Engineer			R02	Recreation Facilities (Parks, Marinas, Etc.)	3	
				D07	Dining Halls, Clubs, Restaurants	3	
				E12	Environmental Remediation	3	
				S13	Stormwater Handling & Facilities	3	
				H06	Highrise, Air-Rights-Type Buildings	3	
				W03	Water Supply, Treatment & Distribution	3	
	TOTAL:	294	77				
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	3	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	9	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 					DATE July 28, 2025		
NAME AND TITLE Joey Broussard, PE – Subsidiary Regional Vice President							

APPENDIX A

CERTIFICATIONS AND LICENSES

ALLIANT ENGINEERING, INC.

July 28, 2025



ALLIANT



CERTIFICATIONS AND LICENSES

State of Florida

Woman Business Certification

Meskel Associates and Engineering

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/29/2025

to

04/29/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT



Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd



CERTIFICATIONS AND LICENSES

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPROUSE, WAYNE J
4810 SUMMERALL ROAD
PLANT CITY FL 33567

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