

**JPWard and Associates, LLC**

**LT RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**REGULAR MEETING**

**AGENDA**

**May 1, 2019**



James P. Ward  
District Manager  
2900 NE 12th Terrace, Suite 1  
Oakland Park, FL. 33334

Phone: 954-658-4900  
E-mail:  
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**Prepared by:**  
**JPWard and Associates, LLC**  
**TOTAL Commitment to Excellence**

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT

April 24, 2019

Board of Supervisors  
LT Ranch Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the LT Ranch Lakes Community Development District will be held on **Wednesday, May 1, 2019 at 1:00 P.M.** at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

1. Call to Order & Roll Call.
2. Consideration of acceptance of the resignation of Mr. Adam Painter from Seat 2 effective February 13, 2019 and the appointment to fill the vacancy in seat five (2).
  - I. Acceptance of Resignation of Mr. Painter.
  - II. Consideration of Appointment to fill the unexpired term of office for Seat 2.
  - III. Oath of Office.
  - IV. Guide to the Sunshine Law and Code of Ethics for Public Employees.
  - V. Form 1 – Statement of Financial Interests.
3. Consideration of Resolution 2019-4 re-designating the officers of the district.
4. Consideration of the Minutes
  - I. December 13, 2018 Regular Meeting
5. Consideration of ranking of engineering proposal to serve as district engineer and agreement(s) with Waldrop Engineering.
  - I. Ranking of engineering proposal (one proposal received)
  - II. Master engineering services agreement
6. Consideration of Resolution 2019-5 amending and restating Resolution 2018-18 of the District adopted on September 20, 2018, authorizing the issuance of it's Capital Improvement Revenue Bonds, in one or more Series, in an aggregate principal amount not exceeding \$57,000,000.00 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 application of the proceeds of the bonds; authorizing judicial validation of the bonds; authorizing Master Engineer's Report; authorizing Master Assessment Methodology Report.



*James P. Ward*  
*District Manager*

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7. Staff Reports
  - a) District Attorney
  - b) District Engineer
  - c) District Manager
    - I. Financial Statement March, 31, 2019 (Unaudited)
    - II. Report on number of registered voters in the district.
  
8. Supervisor's Requests and Audience Comments
  
9. Adjournment

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The second order of business is the acceptance of the resignation of Mr. Painter. Enclosed is the resignation letter from Mr. Painter, which, as a matter of law, is effective on the date provided in the letter of resignation, which is February 13, 2019. For the record only, we will ask for the Board to accept the resignation of Mr. Painter (Seat 2).

The next item deals with the replacement of the member who has resigned from the Board. The District's Charter, Chapter 190 F.S. provides the mechanism for which to replace a member who has resigned. Essentially, the remaining members, by majority vote of the Board of Supervisor's have the sole responsibility for filling the unexpired term of office of the resigning member.

Once the Board appoints an individual to fill the seat, I will take the opportunity to swear that individual into office.

The newly appointed Board Member must file a Form 1 – Statement of Financial Interests, which must be filed with the Supervisor of Election's in the County in which he/she resides within thirty (30) days of being seated on this Board.

Additionally, if any of the newly appointed Board currently sits as members of any other Community Development District Board's, you must amend your current Form 1 – Statement of Financial Interests to now include the Flow Way Community Development District. The amended form must be filed with the Supervisor of Election's in the County in which you reside within thirty (30) days of being seated on this Board of Supervisors.

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The third order of business is consideration of Resolution 2019-4 which re-designates the officer of the Board of Supervisor's.

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The fourth order of business in the consideration of the December 13, 2018 regular meeting

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*James P. Ward*  
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The fifth order of business is consideration of the ranking of the engineering proposals that were received in response to the District's request for qualifications. There was one proposal received, from Waldrop Engineering, P.A. The required procedure requires the Board to rank the proposals, (non price based proposals) based on each firms 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, then staff must 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 agreement that we will ask the Board to approve, subject only to non-substantive changes that may be needed once we review the agreement with the number one (1) ranked firm.

In addition, and deferred from the last meeting, is an agreement with Waldrop Engineering P.A. for the preparation of the master engineer's report for the proposed capital infrastructure program.

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The sixth order of business is the consideration of Resolution 2019-5 which permits the District to validate the bonds, methodology and engineer's report at this time. In the future, the District will go though a separate assessment process for each bond issue, but this Resolution will validate all bonds for the District, and a MASTER engineer's and methodology.

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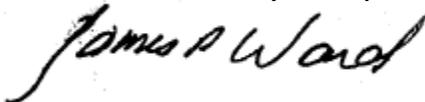
Under my report is the statutory requirement that the District determine as of April 15th of each year the number of registered voter's residing with the District. The Statute provides that the Supervisor of Elections in the County where the District is located (Sarasota County) provides that information from the voter rolls of the County. The significance of the report is based on the transition date and number of qualified electors residing in the District which are enumerated in the Statute for the District to begin the transition from a landowner's election to a qualified elector based election.

The two thresholds are six years from the date of establishment which for the District is September 20, 2018, and accordingly the District has not met this first threshold, and the second is at least 250 qualified electors. There is no required action of the Board for this item, it is provided as a matter of law and placed into the District's records.

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The remainder of the Agenda is standard in nature, and in the meantime, if you have any questions or comments; please do not hesitate to contact me directly at (954) 658-4900.

**LT Ranch Community Development District**



James P. Ward  
District Manager



*James P. Ward*  
**District Manager**

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**ADAM PAINTER**  
**120 Paramount Drive Apt 102**  
**Sarasota, Florida 34232**

February 13, 2019

LT Ranch Community Development District  
2900 Northeast 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, Florida 33334

Subject: Board of Supervisor's

Attention: Board of Supervisor's

Dear Board Members,

I hereby submit my resignation to the Board of Supervisor's, effective immediately.

Thank you.

Yours sincerely,



Adam Painter

# Oath or Affirmation of Office

I \_\_\_\_\_ a citizen of the State of Florida and of the United States of America, and being an officer of the **LT Ranch Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **LT Ranch Community Development District**, Sarasota Florida.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, whose signature appears hereinabove, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

# FLORIDA COMMISSION ON ETHICS



GUIDE  
to the  
SUNSHINE AMENDMENT  
and  
CODE of ETHICS  
for Public Officers and Employees

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**2018**

State of Florida  
COMMISSION ON ETHICS

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Ft. Walton Beach

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*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

# TABLE OF CONTENTS

I. HISTORY OF FLORIDA’S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS .....	1
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT .....	2
1. Solicitation or Acceptance of Gifts .....	2
2. Unauthorized Compensation .....	3
3. Misuse of Public Position .....	3
4. Disclosure or Use of Certain Information.....	3
5. Solicitation or Acceptance of Honoraria .....	4
B. PROHIBITED EMPLOYMENT AND .. BUSINESS RELATIONSHIPS.....	4
1. Doing Business With One’s Agency .....	4
2. Conflicting Employment or Contractual Relationship.....	5
3. Exemptions .....	5
4. Additional Exemption.....	6
5. Lobbying State Agencies by Legislators.....	6
6. Employees Holding Office .....	6
7. Professional & Occupational Licensing Board Members .....	6
8. Contractual Services: Prohibited Employment .....	7
9. Local Government Attorneys .....	7
10. Dual Public Employment .....	7
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	7
1. Anti-Nepotism Law .....	7
2. Additional Restrictions .....	8
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS .....	8
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers .....	8
2. Lobbying By Former State Employees.....	8
3. Additional Restrictions on Former State Employees .....	9
4. Lobbying By Former Local Government Officers and Employees.....	9
E. VOTING CONFLICTS OF INTEREST .....	10

F. DISCLOSURES .....	11
1. Form 1 - Limited Financial Disclosure .....	11
2. Form 1F - Final Form 1.....	14
3. Form 2 - Quarterly Client Disclosure .....	14
4. Form 6 - Full and Public Disclosure .....	15
5. Form 6F - Final Form 6.....	16
6. Form 9 - Quarterly Gift Disclosure .....	16
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses .....	16
8. Form 30 - Donor’s Quarterly Gift Disclosure.....	17
9. Forms 1X and 6X – Amendments .....	18
IV. AVAILABILITY OF FORMS.....	18
V. PENALTIES.....	18
A. For Violations of the Code of Ethics .....	18
B. For Violations by Candidates .....	18
C. For Violations by Former Officers and Employees .....	19
D. For Lobbyists and Others.....	19
E. Felony Convictions: Forfeiture of Retirement Benefits .....	19
F. Automatic Penalties for Failure to File Annual Disclosure.....	20
VI. ADVISORY OPINIONS.....	20
A. Who Can Request an Opinion.....	20
B. How to Request an Opinion.....	20
C. How to Obtain Published Opinions.....	20
VII. COMPLAINTS.....	20
A. Citizen Involvement .....	20
B. Referrals.....	21
C. Confidentiality.....	21
D. How the Complaint Process Works .....	21
E. Dismissal of Complaint at Any Stage of Disposition .....	22
F. Statute of Limitations.....	22
VIII. EXECUTIVE BRANCH LOBBYING .....	23
IX. WHISTLE-BLOWER’S ACT .....	23
X. ADDITIONAL INFORMATION .....	24
XI. ONLINE TRAINING .....	24

## **I. HISTORY OF FLORIDA'S ETHICS LAWS**

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;

- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

### III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

#### A. PROHIBITED ACTIONS OR CONDUCT

##### 1. *Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, effective in 2006 and notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, effective May 1, 2013, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

## *2. Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

## *3. Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

## *4. Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

## 5. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

## **B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### 1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

## 2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:*

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

#### *4. Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.] A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from conflicts of interest arising from assets placed in the trust.

#### *5. Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

#### *6. Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

#### *7. Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

## 8. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

## 9. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

## 10. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

# **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

## 1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes

of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

## *2. Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

## **D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

### *1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

### *2. Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the

House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

**PENALTIES:** Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### *3. Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

### *4. Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of

which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

#### **E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from voting conflicts of interest arising from assets placed in the trust.

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

### **1. FORM 1 - Limited Financial Disclosure**

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
  
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.;

members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the

disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

## 2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

## 3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

#### When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

#### Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

#### 4. *FORM 6 - Full and Public Disclosure*

#### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

#### What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the

expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### 8. *FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered

by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

#### **IV. AVAILABILITY OF FORMS**

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

ELECTED CONSTITUTIONAL OFFICERS, OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file annually FORM 1 or 6 will be sent these forms by mail from the Commission on Ethics by JUNE 1 of each year. Newly elected and appointed officers and employees should contact the heads of their agencies or the Commission on Ethics for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

Any person needing one or more of the other forms described here may also obtain them from a Supervisor of Elections or from the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709. They are also available on the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

#### **V. PENALTIES**

*A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

*B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the

ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

*C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per principal for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

*A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

*B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

*C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## **VII. COMPLAINTS**

*A. Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

### *B. Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### *C. Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

### *D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the

complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

#### *E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

#### *F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations

is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## **VIII. EXECUTIVE BRANCH LOBBYING**

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4987

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers and elected municipal officers are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.

# FORM 1

# STATEMENT OF FINANCIAL INTERESTS

# 2018

Please print or type your name, mailing address, agency name, and position below:

**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* BOTH PARTS OF THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2018 OR  SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: \_\_\_\_\_

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME**

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")


**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING**

For **elected municipal officers** required to complete annual ethics training pursuant to section 112.3142, F.S.

**I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

**IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE**

**SIGNATURE OF FILER:**

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format) and send it to [CEForm1@leg.state.fl.us](mailto:CEForm1@leg.state.fl.us). Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2018.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, Assistant Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

**DISCLOSURE PERIOD:** The tax year for most individuals is the calendar year (January 1 through December 31). If that is the case for you, then your financial interests should be reported for the calendar year 2018; check that box. If you file your IRS tax return based on a tax year that is not the calendar year, you should specify the dates of your tax year in this portion of the form and check the appropriate box. This is the "disclosure period" for your report.

## **MANNER OF CALCULATING REPORTABLE INTEREST**

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary from serving in the position(s) which requires you to file this form. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of

a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DRO) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

**(End of Dollar Value Thresholds Instructions.)**

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary received from serving in the position(s) which requires you to file this form, but this amount should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,

(2) You received more than 10% of your gross income from that business entity; **and**,

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

## PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

**(End of Percentage Thresholds Instructions.)**

**RESOLUTION 2019-4**

**A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the Board of Supervisors (“Board”) shall organize by election of its members as Chairperson and by directing a Secretary, and such other officers as the Board may deem necessary.

**WHEREAS**, the Board of Supervisors of the LT Ranch Community Development District desire to appoint the below recited person(s) to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT.** The following persons are appointed to the offices shown.

<b>OFFICE</b>	<b>NAME OF OFFICE HOLDER</b>
CHAIRPERSON	
VICE-CHAIRPERSON	
ASSISTANT SECRETARY	
ASSISTANT SECRETARY	
ASSISTANT SECRETARY	
SECRETARY & TREASURER	JAMES P. WARD

**SECTION 2. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 3. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor’s in conflict are hereby repealed to the extent of such conflict.

**SECTION 4. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2019-4**

**A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE LT RANCH  
COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY  
AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** this 1<sup>st</sup> day of May, 2019

**LT Ranch Community Development District**

---

James P. Ward, Secretary

---

John Wollard, Chairperson

**MINUTES OF MEETING  
LT RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the LT Ranch Community Development District was held on Thursday, December 13, 2018 at 10:00 a.m., at the office of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.

**Present and constituting a quorum:**

John Wollard	Chairperson
Adam Painter	Vice Chairperson
Jim Turner	Assistant Secretary
Scott Turner	Assistant Secretary

**Absent:**

Karen Goldstein	Assistant Secretary
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**Also present were:**

James P. Ward	District Manager
Jere Earlywine	District Counsel (phone)

**Audience:**

Drew Miller	Taylor Morrison
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All resident's 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.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

District Manager James P. Ward called the meeting to order at approximately 10:00 a.m. and all members of the Board were present at roll call except Ms. Karen Goldstein.

**SECOND ORDER OF BUSINESS**

**Consideration of Acceptance of Resignation**

**Consideration of acceptance of the resignation of Mr. Tom Dabney from Seat 5 effective October 18, 2018 and the appointment to fill the vacancy in seat five (5).**

- I. Acceptance of Resignation of Mr. Dabney.

<p><b>On MOTION made by Mr. Jim Turner, seconded by Mr. John Wollard, and with all in favor, the resignation of Mr. Tom Dabney from Seat 5 effective October 18, 2018 was accepted.</b></p>
---

II. Consideration of Appointment to fill the unexpired term of office for Seat 5.

Mr. Ward stated the Board had the ability under the Statute to appoint an individual to fill Mr. Dabney’s unexpired term by vote.

**On MOTION made by Mr. Jim Turner, seconded by Mr. John Wollard, and with all in favor, Mr Scott Turner was elected to fill the unexpired term.**

III. Oath of Office.

Mr. Ward, as a Notary Public of the State of Florida, administered the Oath of Office to Mr. Scott Turner. Following Administration of the Oath, Mr. Ward asked Mr. Scott Turner to sign a copy of the Oath and return the signed copy to him for notarization and publication.

IV. Guide to the Sunshine Law and Code of Ethics for Public Employees.

District Counsel, Mr. Jere Earlywine, reviewed the Sunshine Amendment and Code of Ethics with Mr. Scott Turner which indicated Mr S. Turner could not communicate with another Board Supervisor regarding any matter that might potentially come before the Board, and indicated any communications regarding the Board’s interests were Public Record and needed to be given to Mr. Ward for the purpose of record keeping. He stated all record requests needed to be immediately forwarded to Mr. Ward or himself (Mr. Earlywine). He briefly reviewed the Code of Ethics which was a broad category and included subjects such as disclosure of financial interests, voting conflict disclosures and gift disclosures, as well as various prohibitions regarding the use of public office for personal gain and/or family gain.

Mr. Ward indicated all emails sent via the LT Ranch CDD website was filtered through his email for legal purposes.

V. Form 1 – Statement of Financial Interests.

Mr. Ward provided Mr. Scott Turner with the Form 1 Statement of Financial Interests and instructed Mr. S. Turner to file the Form with the Supervisor of Elections of the County in which Mr. S. Turner resided within 30 days. He explained the Supervisor of Elections could fine Mr. S. Turner \$50 per day if the Form was not filed in a timely manner.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2019-1**

**Consideration of Resolution 2019-1 re-designating officers.**

Mr. Ward stated the existing slate could remain with John Wollard as Chairperson, Adam Painter as Vice Chairperson, Jim Turner and Karen Goldstein as Assistant Secretaries and Mr. Ward as Secretary and Treasurer. He stated Mr. Scott Turner could be added as an Assistant Secretary, or the seats could be rearranged. Mr. Jim Turner recommended Mr. Scott Turner be added as Assistant Secretary. It was agreed.

**On MOTION made by Mr. Jim Turner, seconded by Mr. John Wollard, and with all in favor, Resolution 2019-1 was adopted with Mr. Scott Turner as Assistant Secretary and the Chair was authorized to sign.**

**FOURTH ORDER OF BUSINESS**

**Public Hearings**

**a. Fiscal Year 2018 and Fiscal Year 2019 Budget.**

Mr. Ward stated the Budget was previously approved for purposes of setting the Public Hearing today. He explained this was the final process necessary to adopt the Budget for Fiscal Year 2018 and Fiscal Year 2019.

**I. Public Comment and Testimony**

Mr. Ward called for a motion to open the Public Hearing.

**On MOTION made by Mr. Jim Turner, seconded by Mr. John Wollard, and with all in favor, the Public Hearing was opened.**

Mr. Ward asked if there was any Public Comment or Testimony. Hearing none, and without any written Public Comment or Testimony, he called for a motion to close the Public Hearing.

**On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, the Public Hearing was closed.**

**II. Board Comment**

There were no Board Comments.

**III. Consideration of Resolution 2019-2 adopting the annual appropriation and Budget for Fiscal Year 2018 and Fiscal Year 2019.**

**On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, Resolution 2019-2 was adopted and the Chair was authorized to sign.**

**b. 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.**

Mr. Ward stated this Resolution set up the procedure of notification to the Tax Collector and Property Appraiser indicating the intent to utilize Tax Collector and Property Appraiser services;

in turn the Tax Collector and Property Appraiser would send an Agreement to the CDD for approval.

I. Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

**On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, the Public Hearing was opened.**

Mr. Ward asked if there was any Public Comment or Testimony. Hearing none, and without any written Public Comment or Testimony, he called for a motion to close the Public Hearing.

**On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, the Public Hearing was closed.**

II. Board Comment

There were no Board Comments.

III. Consideration of Resolution 2019-3 imposing expressing the districts intent to utilize the uniform method of levying, collecting, and enforcing non- ad valorem assessments which may be levied by the LT Ranch Community Development District.

**On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, Resolution 2019-3 was adopted and the Chair was authorized to sign.**

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**a) District Attorney**

Mr. Earlywine stated he awaited the Engineer’s report to begin validation which he would discuss during the first quarter of next year at a CDD Meeting.

**b) District Engineer**

There was no report from the District Engineer.

**c) District Manager**

There was no report from the District Manager.

**SIXTH ORDER OF BUSINESS**

**Supervisor’s Requests and Audience Comments**

There were no Supervisor's Requests or Audience Comments.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward adjourned the meeting at approximately 10:16 a.m.

**On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner,  
and with all in favor, the meeting was adjourned.**

LT Ranch Community Development District

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
John Wollard, Chairperson

March 29, 2019

Mr. James P. Ward  
District Manager  
LT Ranch Community Development District  
2900 NE 12<sup>th</sup> Terrace, Suite 1, Oakland Park, FL 33334  
Fort Lauderdale, Florida 33301

**RE: LT Ranch Community Development District  
Request for Qualifications – District Engineer**

Dear Mr. Ward:

Waldrop Engineering, P.A. is pleased to submit the enclosed response to the Request for Qualifications for LT Ranch Community Development District (CDD) District Engineer.

The Waldrop Engineering Team consists of experts in the areas of civil engineering, landscape architecture, land use planning, GIS and AutoCAD design. With offices in Bonita Springs, Fort Myers, Tampa, Sarasota, and Orlando, FL. Waldrop Engineering offers full service civil engineering services based upon honesty, a strong work ethic, and an unmatched commitment to our client's success.

*Since opening our doors in 2000, we have designed and permitted numerous master-planned residential communities across Southwest Florida and are the Engineer-of-Record for the Skye Ranch (fka LT Ranch) 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 Waldrop Engineering is most qualified to serve as District Engineer for the LT Ranch CDD:

**Unmatched Knowledge of the Project.** Waldrop Engineering's team of experienced civil engineers are currently serving as the Engineer-of-Record for the Skye Ranch project and have secured local construction plan approval and the Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) for the first phase of development. This 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.

**Experienced Local Leadership.** As a Senior Vice President of Waldrop Engineering, Jeremy Arnold, P.E. will lead our commitment to the LT Ranch CDD as Project Director/Point-of-Contact. Jeremy has over 20 years of project management and civil engineering design experience in Southwest Florida and currently serves as Project Director for the LT Ranch project. Jeremy's project knowledge and strong relationships with SWFWMD and Sarasota 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.

**Similar Experience.** Jeremy L. Fireline, P.E. will serve as the District Engineer, and has extensive experience serving as a CDD Engineer for numerous master-planned communities across Southwest Florida. Jeremy has served as District Engineer for Artisan Lakes CDD for 2 years, and currently performs all duties relating to the operation and management of the CDD. Jeremy currently serves as interim District Engineer for the Esplanade Lake Club CDD, the LT Ranch CDD in Sarasota, FL, the Artisan Lakes East CDD in Manatee County, FL.

**Competence & Capacity.** With five (4) Florida registered Professional Engineers in the Bonita Springs office, and a total of nine (14) P.E.'s company-wide, The Waldrop Team has the institutional knowledge and experience to ensure accurate implementation of CDD's infrastructure, in addition to its appropriate long-term maintenance.

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 LT Ranch CDD District Engineer.

If you require further information do not hesitate to contact me directly at (239) 908-3420 or [jeremy.arnold@waldropengineering.com](mailto:jeremy.arnold@waldropengineering.com).

Sincerely,

**WALDROP ENGINEERING, P.A.**

Jeremy Arnold, P.E.  
Senior Vice President



# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

LT Ranch Community Development District

2. PUBLIC NOTICE DATE

March 8, 2019

3. SOLICITATION OR PROJECT NUMBER

Request for Qualifications - District Engineer

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jeremy Arnold, P.E.

5. NAME OF FIRM

Waldrop Engineering

6. TELEPHONE NUMBER

(239) 405-7777

7. FAX NUMBER

(239) 405-7899

8. E-MAIL ADDRESS

Jeremy.Arnold@WaldropEngineering.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	JV	PARTNER	SUBCON-TRACTOR			
a.	✓				Waldrop Engineering  <input type="checkbox"/> CHECK IF BRANCH OFFICE	28100 Bonita Grande Dr Ste 305 Bonita Springs FL 34135	District Engineer
b.					<input type="checkbox"/> CHECK IF 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  Jeremy Arnold, P.E.	13. ROLE IN THIS CONTRACT  Project Director	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Waldrop Engineering (Bonita Springs FL)			
16. EDUCATION <i>(Degree and Specialization)</i> B.S., Civil Engineering - University of Kentucky		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL P.E. # 66421	
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	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Flow Way - Esplanade (Naples FL)	2014 - Present	2014 - Present
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> a. Engineer of Record and Project Director for design, permitting, and construction oversight of public and private infrastructure. Directed development of project budget, and served as District Engineer.		
Esplanade Lake Club	2017 - Present	2018 - Present
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> b. Engineer of Record and Project Director for design, permitting, and construction oversight of public and private infrastructure. Directed development of project budget and CIP development.		
Skye Ranch (fka LT Ranch)		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> c. Engineer of Record and Project Director for design, permitting, and construction oversight of public and private infrastructure. Directed development of project budget and CIP development.		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input type="checkbox"/> Check if project performed with current firm</span> d.		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input type="checkbox"/> Check if project performed with current firm</span> e.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Jeremy L. Fireline, P.E.	13. ROLE IN THIS CONTRACT  District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*  
Waldrop Engineering (Sarasota FL)

16. EDUCATION <i>(Degree and Specialization)</i> B.S., Civil Engineering - Purdue University B.S., Land Survey Engineering - Purdue University Master of Environmental Engineering - North Carolina State University	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL P.E. # 63987 NC P.E. # 037020
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Project Management Professional (PMP)

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Flow Way CDD (Naples FL) <small>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE</small>	1	1
a. <input checked="" type="checkbox"/> Check if project performed with current firm Served as District Engineer since 2018. Provided consulting services for development of supplemental engineer's report to support final bond issuance. Develop cost estimates for public infrastructure to be produced by the district.		
Artisan Lakes CDD (Manatee County FL) <small>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE</small>	2	2
b. <input checked="" type="checkbox"/> Check if project performed with current firm Served as District Engineer since 2017. Provided consulting services for development of supplemental engineer's report to support final bond issuance. Develop cost estimates for public infrastructure to be produced by the district.		
Artisan Lakes East CDD (Manatee County FL) <small>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE</small>	1	1
c. <input checked="" type="checkbox"/> Check if project performed with current firm Served as Interim District Engineer. Provided consulting services for district establishment and expert testimony for bond validation proceedings. Developed master engineer's report and support for infrastructure acquisition.		
LT Ranch CDD (Sarasota FL) <small>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE</small>	1	1
d. <input checked="" type="checkbox"/> Check if project performed with current firm Served as Interim District Engineer. Provided consulting services for district establishment and expert testimony for bond validation proceedings. Developed master engineer's report and support for infrastructure acquisition.		
Esplanade Lake Club CDD (Lee County FL) <small>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE</small>	1	1
e. <input checked="" type="checkbox"/> Check if project performed with current firm Served as Interim District Engineer. Provided consulting services for district establishment and expert testimony for bond validation proceedings. Developed master engineer's report and support for infrastructure acquisition.		

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER  
1

21. TITLE AND LOCATION <i>(City and State)</i>  Flow Way CDD (Naples FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013 - Present	CONSTRUCTION <i>(if applicable)</i> 2013 - Present

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Andrew Miller	c. POINT OF CONTACT TELEPHONE NUMBER (941) 554-2871
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Esplanade Naples is an 1,184 unit development in Naples, Florida. Waldrop Engineering was the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and has served as the District Engineer for the Flow Way CDD, that has acquired public infrastructure through sale of bonds. The total CIP for the Flow Way CDD includes \$39 million of public infrastructure including surface water management, sanitary sewer, potable water, irrigation, exterior landscaping, off-site improvements, environmental preserves and related design and permitting fees.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Waldrop Engineering	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs 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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 CDD (Manatee County FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015 - Present	CONSTRUCTION <i>(If applicable)</i> 2015 - Present

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Jeff Deeson	c. POINT OF CONTACT TELEPHONE NUMBER (813) 838-7838
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Esplanade Artisan Lakes is a 849 unit development in Manatee County, Florida. Waldrop Engineering was the Engineer of Record for the design and permitting of the project and has served as the District Engineer for the Artisan Lakes CDD, that has acquired public infrastructure through sale of bonds. The total CIP for the Artisan Lakes CDD includes \$13 million in public improvements including the stormwater management system, sanitary sewer, potable water and a portion of a public boulevard roadway.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Waldrop Engineering	Tampa FL	District Engineer
b.			
c.			
d.			
e.			
f.			

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 <b>3</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Artisan Lakes East CDD (Manatee County FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Taylor Morrison of Florida, Inc.</b>	b. POINT OF CONTACT NAME <b>Jeff Deeson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(813) 838-7838</b>
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Engineers of Record for design and permitting of public and private infrastructure to serve the 1,087 unit Artisan Lakes Eave's Bend. Serve as Interim District Engineers for Artisan Lake East's district formation, bond validation proceedings, and development of CIP and Master Engineer's Report that includes \$24.8 million in public improvements including the stormwater management system, sanitary sewers, potable water, and a portion of a public boulevard roadway.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME <b>Waldrop Engineering</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Tampa FL</b>	(3) ROLE <b>Interim District Engineer</b>
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 <b>4</b>
21. TITLE AND LOCATION <i>(City and State)</i> LT Ranch CDD (Sarasota 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 Tim Martin	c. POINT OF CONTACT TELEPHONE NUMBER (941) 229-3941
--	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Engineers of Record for the design and permitting of LT Ranch, which is approved for 3,450 single and multi-family units, as well as 300,000 sq. ft. of non-residential development. Served as Interim District Engineers through district formation and development of initial CIP that includes \$40.8 million in public infrastructure improvements including stormwater and environmental preservation/mitigation areas, sanitary sewer, potable water, off-site public roadways and irrigation infrastructures.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>a.</b>	Waldrop Engineering	Sarasota FL	Interim District Engineer
<b>b.</b>			
<b>c.</b>			
<b>d.</b>			
<b>e.</b>			
<b>f.</b>			

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 <b>5</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Esplanade Lake Club (Lee County FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(if applicable)</i> 2018 - Present

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Taylor Morrison of Florida, Inc.</b>	b. POINT OF CONTACT NAME <b>Andrew Miller</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(941) 554-2871</b>
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Engineers of Record for design and permitting of 620 unit single and multi-family development in Lee County, Florida. Serve as Interim District Engineers for district formation and development of preliminary \$25 million CIP that includes the stormwater management system, potable water, sanitary sewer system, ground improvements, environmental/mitigation and public roadway.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME <b>Waldrop Engineering</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Bonita Springs FL</b>	(3) ROLE <b>Interim District Engineers</b>
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED

Waldrop Engineering, P.A., 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 Waldrop Engineering 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

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31 SIGNATURE

32. DATE

33. NAME AND TITLE

Jeremy Arnold, P.E., Senior Vice President

03/29/2019



## **ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** (this "Agreement") is made and entered into as of this 1<sup>st</sup> day of May 2019 by and between **LT RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida ("District") and **WALDROP ENGINEERING, INC.**, a Florida corporation ("Engineer").

**WHEREAS**, the District solicited for proposals to serve as the Engineer for the District in accordance with Sections 190.033 and 287.055, Florida Statutes; and

**WHEREAS**, the Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked the Engineer as the number one most qualified firm to serve as the Engineer for the District and authorized negotiation of a contract; and

**WHEREAS**, the District intends to employ the Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, and such other services as deemed necessary by the District, as defined in separate work authorizations; and

**WHEREAS**, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will provide the required services defined in separate work authorizations to the District during the performance of his services.

**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants herein contained, the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

**A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:

- 1.** Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
- 2.** Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
- 3.** Performance of any other duties related to the provision of infrastructure and services,.

**B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms,

## ENGINEERING SERVICES AGREEMENT

proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District.. .

**C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:

1. Periodic visits to the site, or full time services, as directed by the District; and
2. Processing of contractors' pay estimates; and
3. Final inspection and requested certificates for construction including the final certification of construction; and
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
5. Any other activity related to construction as authorized by the District.
6. Land surveying;
7. Topographic surveying;
8. Staking and layout work for construction;
9. Tests of material and underground explorations; and
10. Aerial photographs.

**D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.

**E.** In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.

**F.** Each project shall utilize standard project management methodology.

**G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.

**H.** The District retains the right to obtain other engineering services.

**I.** The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care

## ENGINEERING SERVICES AGREEMENT

and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

### **ARTICLE 2. METHOD OF AUTHORIZATION/SCHEDULE**

**A.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.

**B.** Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District's facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District's reasonable expectation and to provide Engineer's best efforts to ensure the timely progression of the work being performed by the District.

### **ARTICLE 3. COMPENSATION**

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

**Lump Sum Amount.** For services or projects where the District and Engineer mutually agree to a maximum lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

**Hourly Personnel Rates.** For services or projects where the scope of services is not capable of being clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the services shall be charged at the Engineer's current and best rates, a current copy of which is outlined in Schedule A, attached hereto and made a part hereof. If requested by the District, Engineer shall provide the District with written updates of said rate schedule.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 4. REIMBURSABLE EXPENSES**

Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of District authorized work for the incidental expenses listed as follows:

- A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. Requests for reimbursements for all such Expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.
- B.** Actual expense of reproduction, postage and handling of drawings, and specifications except those use for in-house purposes by Engineer.

### **ARTICLE 5. SPECIAL CONSULTANTS**

When authorized in writing by the District, additional special consulting services shall be paid for at the actual cost of the special consultant without any markup by the Engineer..

### **ARTICLE 6. BILLING AND ACCOUNTING RECORDS**

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Engineer, when billing based upon an hourly basis shall record the time expended in increments not less than two-tenths (.2) of an hour, with an accompanying detailed explanation for each time entry. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer shall not charge for time expended in billing preparation or review or for internal administration of this Agreement. The Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

### **ARTICLE 7. OWNERSHIP OF PLANS**

All plans produced by the Engineer shall immediately become property of the District.

### **ARTICLE 8. REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 9. ESTIMATE OF COST**

Since the Engineer has no control over the cost of labor, materials or equipment, a contractor's(s') methods of determining prices, competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by the contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

### **ARTICLE 10. INSURANCE**

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

<b>Workers Compensation</b>	<b>Statutory</b>
General Liability <ul style="list-style-type: none"><li>• Bodily Injury (including Contractual)</li><li>• Property Damage (including Contractual)</li></ul>	\$1,000,000/ \$2,000,000 \$1,000,000/ \$2,000,000
Automobile Liability (if Applicable) <ul style="list-style-type: none"><li>• Bodily Injury</li><li>• Property Damage</li></ul>	\$1,000,000/ \$1,000,000 \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000/\$3,000,000

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on general and automobile liability policies. The Engineer shall require that the insurer provide the District with thirty (30) days notice of cancellation and provide written certification thereof. At no time shall the Engineer be without insurance in the above amounts.

### **ARTICLE 11. CONTINGENT FEE**

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 12. AUDIT**

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

### **ARTICLE 13. INDEMNIFICATION**

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its Board members, officers, agents, employees harmless of and from any and all liabilities, claims, costs, expenses, causes of action, demands, suits, or losses (including attorneys' fees and costs) arising from the negligent or wrongful acts, errors, or omissions, or the misconduct, of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S. The terms and provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14. PUBLIC RECORDS**

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. The District shall have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, F.S. and made or received by the Engineer in conjunction with this Agreement.

### **ARTICLE 15. EMPLOYMENT VERIFICATION**

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 16. CONTROLLING LAW**

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Lee County, Florida and further agree that all litigation arising out of this Agreement or the services provided hereunder shall be in the Florida state court of appropriate jurisdiction in Lee County, Florida.

### **ARTICLE 17. ASSIGNMENT AND AMENDMENT**

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as the Engineer deems appropriate, pursuant to Article 5 herein. Amendment 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.

### **ARTICLE 18. TERMINATION**

This Agreement shall commence upon execution of this Agreement by both parties and shall continue until terminated in accordance with the provisions herein. The District may terminate this Agreement, in whole or in part, for non-performance by the Engineer or for convenience and without cause, at the District's discretion, by providing thirty (30) days written notice to the Engineer of the District's intent to terminate. The Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, the Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

### **ARTICLE 19. RECOVERY OF COSTS AND FEES**

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including those associated with any appeal.

### **ARTICLE 20. INDEPENDENT CONTRACTOR**

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in

## **ENGINEERING SERVICES AGREEMENT**

the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

### **ARTICLE 21. NOTICES**

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight courier, or mailed by registered or certified mail, return receipt requested, to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of certified mailing, such notice shall be effective from the date the same is deposited in the mail with postage prepaid. The addresses for notice purposes are as follows:

IF TO ENGINEER: Waldrop Engineering, Inc.  
28100 Bonita Grande Drive, Suite 305  
Bonita Springs, Florida 34135  
Attention: Mr. Ronald Waldrop, President

IF TO DISTRICT: LT RANCH Community Development District  
2900 NE 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, Florida 33334  
Phone: 954-658-4900  
E-Mail: JimWard@JimWardAssociates.com  
Fax: Not Applicable  
Attention: Mr. James P. Ward

WITH A COPY TO: Hopping Green & Sams, P.A.  
119 South Monroe Street  
Tallahassee, Florida 32301  
Phone: 850-222-7500  
Attention: Mr. Jere Earlywine

### **ARTICLE 21. OBJECTIVE CONSTRUCTION AND ACCEPTANCE**

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

## ENGINEERING SERVICES AGREEMENT

### **ARTICLE 22. SEVERABILITY**

Should any clause, paragraph, or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

### **ARTICLE 23. ACCEPTANCE**

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

*{Signatures appear on the following page}*

**ENGINEERING SERVICES AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**DISTRICT:**

Attest:

**LT RANCH COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
John Wollard, Chairman

**ENGINEER:**

**WALDROP ENGINEERING, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Ronald Waldrop, President

**ENGINEERING SERVICES AGREEMENT**

**SCHEDULE A**

## WALDROP ENGINEERING STANDARD RATE CODE

CLASSIFICATION	CODE	RATE
<b>PROFESSIONAL CONSULTANT</b>		
Professional Consultant I	PCI	\$95/hr
Professional Consultant II	PCII	\$100/hr
Professional Consultant III	PCIII	\$105/hr
Professional Consultant IV	PCIV	\$110/hr
Professional Consultant V	PCV	\$115/hr
Professional Consultant VI	PCVI	\$120/hr
Professional Consultant VII	PCVII	\$125/hr
Professional Consultant VIII	PCVIII	\$130/hr
Professional Consultant IX	PCIX	\$135/hr
Professional Consultant X	PCX	\$140/hr
Professional Consultant XI	PCXI	\$145/hr
Professional Consultant XII	PCXII	\$150/hr
Professional Consultant XIII	PCXIII	\$155/hr
Professional Consultant XIV	PCXIV	\$160/hr
Professional Consultant XV	PCXV	\$165/hr
Professional Consultant XVI	PCXVI	\$170/hr
Professional Consultant XVII	PCXVII	\$175 hr
Professional Consultant XVIII	PCXVIII	\$180/hr
Professional Consultant XIX	PCXIX	\$185 hr
Professional Consultant XX	PCXX	\$190/hr
Professional Consultant XXI	PCXXI	\$195 hr
Professional Consultant XXII	PCXXII	\$200 hr
<b>EXPERT CONSULTANT</b>		
Expert Consultant I	ECI	\$125/hr
Expert Consultant II	ECII	\$150/hr
Expert Consultant III	ECIII	\$175/hr
Expert Consultant IV	ECIV	\$200/hr
Expert Consultant V	ECV	\$225/hr
<b>ADMINISTRATIVE</b>		
Administrative Assistant I	AAI	\$70/hr
Administrative Assistant II	AAII	\$80/hr
Administrative Assistant III	AAIII	\$90/hr
Administrative Assistant IV	AAIV	\$100/hr
Administrative Assistant V	AAV	\$110/hr
Administrative Assistant VI	AAVI	\$120/hr
<b>REIMBURSABLE EXPENSES</b>		
Reimbursable expenses will be charged at cost.		

## RESOLUTION 2019-5

A RESOLUTION OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT, AMENDING AND RESTATING RESOLUTION NO. 2018-18 OF THE DISTRICT ADOPTED ON SEPTEMBER 20, 2018, AUTHORIZING THE ISSUANCE OF ITS CAPITAL IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$57,000,000.00 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; AUTHORIZING MASTER ENGINEER'S REPORT; AUTHORIZING MASTER ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS.** The Board of Supervisors (the "Board") of the LT Ranch 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 Ordinance No. 2018-042 enacted by Sarasota County, Florida on September 12, 2018, as amended [the "Ordinance"]) 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 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 \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_) (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 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 Chairman of the Board or his designee (the “Chairman”) 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 the 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 Chairman or the Vice-Chairman of the Board 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 Chairman or Vice-Chairman is hereby authorized and directed to execute and/or to cause his 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 Chairman or Vice-Chairman 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 Chairman or Vice-Chairman and delivered at the time of issuance of the Bonds of each Series.

**SECTION 6. APPROVAL OF MASTER ENGINEER'S REPORT AND MASTER ASSESSMENT REPORT.** The Master Engineer's Report prepared by Waldrop Engineering and the Master Special Assessment Methodology Report prepared by JPWard & Associates LLC, in each case, in connection with the Bonds, are hereby approved, substantially in the forms attached hereto as Exhibit B and Exhibit C, respectively.

**SECTION 7. 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 Chairman or Vice-Chairman 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 8. MISCELLANEOUS.** The Chairman, Vice-Chairman and Secretary of the Board, the District's General Counsel, Bond Counsel, District Manager, Consulting Engineers, Accountant, 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. This resolution amends and restates, in its entirety, Resolution No. 2018-18 adopted on September 20, 2018.

**SECTION 9. 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 10. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of the LT Ranch Community Development District this 1<sup>st</sup> day of May, 2019.

[SEAL]

**LT RANCH COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Office: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
James Ward, Secretary

**EXHIBIT A**

**FORM OF MASTER INDENTURE**

**Draft #1**

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**MASTER TRUST INDENTURE**

**LT RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**TO**

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**

**Dated as of \_\_\_\_ 1, 2019**

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# TABLE OF CONTENTS

Page

## ARTICLE I

### DEFINITIONS

SECTION 101.	MEANING OF WORDS AND TERMS .....	3
SECTION 102.	RULES OF CONSTRUCTION .....	15

## ARTICLE II

### FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

SECTION 201.	ISSUANCE OF BONDS .....	15
SECTION 202.	DETAILS OF BONDS .....	16
SECTION 203.	EXECUTION AND FORM OF BONDS .....	16
SECTION 204.	NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS .....	17
SECTION 205.	OWNERSHIP OF BONDS.....	17
SECTION 206.	SPECIAL OBLIGATIONS.....	17
SECTION 207.	AUTHORIZATION OF BONDS .....	18
SECTION 208.	TEMPORARY BONDS .....	19
SECTION 209.	MUTILATED, DESTROYED OR LOST BONDS.....	20
SECTION 210.	PARI PASSU OBLIGATIONS UNDER CREDIT AGREEMENTS .....	20
SECTION 211.	BOND ANTICIPATION NOTES.....	20
SECTION 212.	TAX STATUS OF BONDS .....	21

## ARTICLE III

### REDEMPTION OF BONDS

SECTION 301.	REDEMPTION GENERALLY .....	21
SECTION 302.	NOTICE OF REDEMPTION; PROCEDURE FOR SELECTION .....	22
SECTION 303.	EFFECT OF CALLING FOR REDEMPTION .....	23
SECTION 304.	CANCELLATION.....	23

## ARTICLE IV

### ACQUISITION AND CONSTRUCTION FUND

SECTION 401.	ACQUISITION AND CONSTRUCTION FUND .....	23
SECTION 402.	PAYMENTS FROM ACQUISITION AND CONSTRUCTION FUND.....	23
SECTION 403.	COST OF PROJECT .....	24
SECTION 404.	DISPOSITION OF BALANCES IN ACQUISITION AND CONSTRUCTION FUND.....	26

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 501.	LIEN.....	26
SECTION 502.	ESTABLISHMENT OF FUNDS AND ACCOUNTS .....	26
SECTION 503.	ACQUISITION AND CONSTRUCTION FUND .....	27
SECTION 504.	REVENUE FUND AND SERIES REVENUE ACCOUNTS .....	28

SECTION 505.	DEBT SERVICE FUND AND SERIES DEBT SERVICE ACCOUNT .....	28
SECTION 506.	OPTIONAL REDEMPTION. ....	31
SECTION 507.	REBATE FUND AND SERIES REBATE ACCOUNTS. ....	33
SECTION 508.	INVESTMENT OF FUNDS AND ACCOUNTS .....	33
SECTION 509.	DEFICIENCIES AND SURPLUSES IN FUNDS .....	35
SECTION 510.	INVESTMENT INCOME .....	35
SECTION 511.	CANCELLATION OF THE BONDS.....	36

## ARTICLE VI

### CONCERNING THE TRUSTEE

SECTION 601.	ACCEPTANCE OF TRUST .....	36
SECTION 602.	NO RESPONSIBILITY FOR RECITALS .....	36
SECTION 603.	TRUSTEE MAY ACT .....	36
SECTION 604.	COMPENSATION AND INDEMNITY .....	37
SECTION 605.	NO DUTY TO RENEW INSURANCE .....	37
SECTION 606.	NOTICE OF DEFAULT; RIGHT TO INVESTIGATE.....	37
SECTION 607.	OBLIGATION TO ACT ON DEFAULT .....	38
SECTION 608.	RELIANCE BY TRUSTEE .....	38
SECTION 609.	TRUSTEE MAY DEAL IN BONDS .....	38
SECTION 610.	CONSTRUCTION OF AMBIGUOUS PROVISION .....	38
SECTION 611.	RESIGNATION OF TRUSTEE.....	38
SECTION 612.	REMOVAL OF TRUSTEE .....	39
SECTION 613.	APPOINTMENT OF SUCCESSOR TRUSTEE .....	39
SECTION 614.	QUALIFICATION OF SUCCESSOR TRUSTEE.....	40
SECTION 615.	INSTRUMENTS OF SUCCESSION.....	40
SECTION 616.	MERGER OF TRUSTEE.....	40
SECTION 617.	RESIGNATION OF PAYING AGENT OR BOND REGISTRAR .....	40
SECTION 618.	REMOVAL OF PAYING AGENT OR BOND REGISTRAR.....	41
SECTION 619.	APPOINTMENT OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR .....	41
SECTION 620.	QUALIFICATIONS OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR .....	41
SECTION 621.	ACCEPTANCE OF DUTIES BY SUCCESSOR PAYING AGENT OR BOND REGISTRAR .....	41
SECTION 622.	SUCCESSOR BY MERGER OR CONSOLIDATION.....	42
SECTION 623.	BROKERAGE STATEMENTS.....	42
SECTION 624.	PATRIOT ACT REQUIREMENTS OF THE TRUSTEE .....	42

## ARTICLE VII

### FUNDS CONSTITUTE TRUST FUNDS

SECTION 701.	TRUST FUNDS .....	42
--------------	-------------------	----

## ARTICLE VIII

### COVENANTS AND AGREEMENTS OF THE DISTRICT

SECTION 801.	PAYMENT OF BONDS .....	43
SECTION 802.	EXTENSION OF PAYMENT OF BONDS .....	43

SECTION 803.	FURTHER ASSURANCE .....	43
SECTION 804.	POWER TO ISSUE BONDS AND CREATE A LIEN .....	43
SECTION 805.	POWER TO UNDERTAKE SERIES PROJECTS AND TO COLLECT PLEDGED REVENUE.....	44
SECTION 806.	SALE OF SERIES PROJECTS .....	44
SECTION 807.	COMPLETION AND MAINTENANCE OF SERIES PROJECTS .....	45
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. ....	45
SECTION 809.	ARBITRAGE AND OTHER TAX COVENANTS .....	45
SECTION 810.	ENFORCEMENT OF PAYMENT OF ASSESSMENT .....	45
SECTION 811.	METHOD OF COLLECTION OF ASSESSMENTS AND BENEFIT SPECIAL ASSESSMENTS .....	45
SECTION 812.	DELINQUENT ASSESSMENT .....	45
SECTION 813.	DEPOSIT OF PROCEEDS FROM SALE OF TAX CERTIFICATES.....	46
SECTION 814.	SALE OF TAX DEED OR FORECLOSURE OF ASSESSMENT OR BENEFIT SPECIAL ASSESSMENT LIEN.....	46
SECTION 815.	OTHER OBLIGATIONS PAYABLE FROM ASSESSMENTS OR BENEFIT SPECIAL ASSESSMENTS .....	47
SECTION 816.	RE-ASSESSMENTS .....	47
SECTION 817.	GENERAL .....	47
SECTION 818.	SECONDARY MARKET DISCLOSURE.....	48

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

SECTION 901.	EXTENSION OF INTEREST PAYMENT .....	48
SECTION 902.	EVENTS OF DEFAULT .....	48
SECTION 903.	ACCELERATION OF MATURITIES OF BONDS OF A SERIES UNDER CERTAIN CIRCUMSTANCES .....	50
SECTION 904.	ENFORCEMENT OF REMEDIES.....	51
SECTION 905.	PRO RATA APPLICATION OF FUNDS AMONG OWNERS OF A SERIES OF BONDS.....	52
SECTION 906.	EFFECT OF DISCONTINUANCE OF PROCEEDINGS .....	54
SECTION 907.	RESTRICTION ON INDIVIDUAL OWNER ACTIONS .....	54
SECTION 908.	NO REMEDY EXCLUSIVE.....	54
SECTION 909.	DELAY NOT A WAIVE .....	54
SECTION 910.	RIGHT TO ENFORCE PAYMENT OF BONDS .....	54
SECTION 911.	NO CROSS DEFAULT AMONG SERIES .....	54
SECTION 912.	INDEMNIFICATION.....	54
SECTION 913.	PROVISION RELATING TO BANKRUPTCY OR INSOLVENCY OF LANDOWNER.....	55

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.....56  
SECTION 1002. DEPOSIT OF BONDS .....57

ARTICLE XI

SUPPLEMENTAL INDENTURES

SECTION 1101. SUPPLEMENTAL INDENTURES .....57  
SECTION 1102. SUPPLEMENTAL INDENTURES WITH OWNER CONSENT.....58  
SECTION 1103. OPINION OF BOND COUNSEL WITH RESPECT TO SUPPLEMENTAL INDENTURE .....59  
SECTION 1104. SUPPLEMENTAL INDENTURE PART OF INDENTURE.....60  
SECTION 1105. INSURER OR ISSUER OF A CREDIT OR LIQUIDITY FACILITY AS OWNER OF BONDS .....60

ARTICLE XII

DEFEASANCE

SECTION 1201. DEFEASANCE AND DISCHARGE OF THE LIEN OF THIS MASTER INDENTURE AND SUPPLEMENTAL INDENTURES.....60  
SECTION 1202. MONEYS HELD IN TRUST .....64

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 1301. EFFECT OF COVENANT .....64  
SECTION 1302. MANNER OF GIVING NOTICE TO THE DISTRICT AND THE TRUSTEE .....64  
SECTION 1303. MANNER OF GIVING NOTICE TO THE OWNERS .....65  
SECTION 1304. SUCCESSORSHIP OF DISTRICT OFFICERS .....65  
SECTION 1305. INCONSISTENT PROVISIONS.....65  
SECTION 1306. FURTHER ACTS; COUNTERPARTS .....65  
SECTION 1307. HEADINGS NOT PART OF INDENTURE .....66  
SECTION 1308. EFFECT OF PARTIAL INVALIDITY .....66  
SECTION 1309. ATTORNEYS' FEES.....66  
SECTION 1310. EFFECTIVE DATE .....66

## **MASTER TRUST INDENTURE**

**THIS IS A MASTER TRUST INDENTURE**, dated as of \_\_\_\_ 1, 2019, by and between **LT RANCH 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 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 Accountants) 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.

**"Chairman"** shall mean the Chairman 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 LT Ranch 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.

**"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.

**"Principal and Interest Requirement"** shall mean with respect to a Series of Bonds, the respective amounts which are required in each Bond Year to provide:

(i) for paying the interest on all Bonds of such Series then Outstanding which is payable in such Bond Year;

(ii) for paying the principal or Maturity Amount of all Serial Bonds of such Series then Outstanding which is payable in such Bond Year; and

(iii) the Amortization Installments on the Term Bonds of such Series of Bonds, if any, payable in such Bond Year.

**"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 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 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 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.

**"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.

**"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 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 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 Chairman, 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 Chairman, 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 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:

(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 for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the

issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally;

(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 Chairman or Vice Chairman 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) 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 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 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 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 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. 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.

**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. 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.

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 (31<sup>st</sup>) 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 also be conditioned upon the occurrence or non-occurrence of such other event or events 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.***

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

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

(c) Costs of improvements.

(d) Financing charges.

(e) Creation of initial reserve and debt service funds.

(f) Working capital.

(g) Amounts to repay temporary or bond anticipation notes or loans made to finance any costs permitted under the Act.

(h) 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.

(i) 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.

(j) Expenses of Project management and supervision.

(k) Costs of effecting compliance with any and all governmental permits relating to the Series Project.

(l) 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.** 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 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, 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:

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

(2) 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;

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

(4) 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).

(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 any 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 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.

**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 (31<sup>st</sup>) 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 without written direction from an Authorized Officer.

(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 and payable to the District 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 expenses to which it may 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 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 resulting from any merger or consolidation 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 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 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 resulting from any merger or consolidation 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. All financial statements provided by the District to a repository shall be in accordance with generally accepted governmental accounting principles and shall be provided to such repository as soon as practicable after the same becomes available. The financial statements shall contain such information as shall be customary for local governments, such as the District. 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 Bond 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, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following 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, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following 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. 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,

(a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(b) a reduction in the principal, premium, or interest on any Bond;

(c) a preference or priority of any Bond over any other Bond; or

(d) 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,

- (a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;
- (b) a reduction in the principal, premium, or interest on any Bond of such Series;
- (c) a preference or priority of any Bond of such Series over any other Bond of such Series;
- (d) 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
- (e) 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 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) 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, request or other 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 deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

LT Ranch Community Development District  
c/o District Manager  
JPWard & Associates,LLC  
2900 Northeast 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, Florida 33334

To the Trustee, addressed to:

U.S. Bank National Association  
550 W. Cypress Creek Road, Suite 380  
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 Chairman, 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 to LT Ranch Master Trust Indenture]*

(SEAL)

**LT RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
**Chairperson**

**ATTEST:**

By: \_\_\_\_\_  
**Secretary**

**U.S. BANK NATIONAL  
ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
**Assistant Vice President**

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF SARASOTA    )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, the Chairperson of the Board of Supervisors of LT Ranch Community Development District, who acknowledged that he did sign the foregoing instrument as such officer, for and on behalf of LT Ranch Community Development District; that the same is his free act and deed as such officer, and the free act and deed of LT Ranch Community Development District; and that the seal affixed to said instrument is the seal of LT Ranch Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission expires:

\_\_\_\_\_

[NOTARIAL SEAL]

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_    )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for the State and County aforesaid, personally appeared James P. Ward, the Secretary of the Board of Supervisors of LT Ranch Community Development District, who acknowledged that he did sign the foregoing instrument as such officer, for and on behalf of LT Ranch Community Development District; that the same is his free act and deed as such officer, and the free act and deed of LT Ranch Community Development District; and that the seal affixed to said instrument is the seal of LT Ranch Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission expires:

\_\_\_\_\_

[NOTARIAL SEAL]



**EXHIBIT A**  
**FORM OF BONDS**

No. R-\_\_\_\_ \$\_\_\_\_\_

United States of America  
State of Florida  
LT RANCH COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 20\_\_\_\_\_

Interest Rate	Maturity Date	Dated Date	CUSIP NO.
------------------	------------------	---------------	-----------

Registered Owner:

Principal Amount:

LT RANCH 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 National Association, located in \_\_\_\_, 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 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 "\$\_\_\_\_ LT Ranch 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, 20\_\_\_\_ (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), located in \_\_\_\_, 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, LT Ranch Community Development District has caused this Bond to bear the signature of the Chairman 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.

LT RANCH COMMUNITY  
DEVELOPMENT DISTRICT

(SEAL)

By: \_\_\_\_\_  
Chairman  
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 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 \_\_\_\_, 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 \_\_\_\_\_, 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		Year	
( _____ )	Amortization	( _____ )	Amortization
1)	<u>Installment</u>	1)	<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 \_\_\_\_\_, 2019.

LT RANCH COMMUNITY  
DEVELOPMENT DISTRICT

(SEAL)

By: \_\_\_\_\_  
Chairman  
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 LT Ranch 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 NATIONAL ASSOCIATION, as trustee (the "Trustee"), dated as of \_\_\_\_\_ 1, 2019 (the "Master Indenture"), as amended and supplemented by the [ ] Supplemental Indenture from the District to the Trustee, dated as of [ ] (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 [ ] 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 [ ] Project and each represents a Cost of the [ ] 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.

**LT RANCH  
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 [ ] Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the [ ] Project with respect to which such disbursement is being made; and, (ii) 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

**EXHIBIT B**

**FORM OF MASTER ENGINEER'S REPORT**

**LT Ranch  
Community Development District  
Master Engineer's Report  
April 2019**

*Prepared for:*

**LT Ranch  
Community Development District  
Sarasota County, Florida**

*Prepared by:*

**Jeremy L. Fireline, P.E.  
Waldrop Engineering  
Sarasota, Florida**

# Contents

INTRODUCTION .....	3
PURPOSE AND SCOPE.....	4
CAPITAL IMPROVEMENT PLAN.....	5
PERMITS AND APPROVALS.....	6
LAND USE.....	6
ROADWAYS .....	7
UNDERGROUND AND STREET LIGHTING ELECTRICAL SYSTEM .....	8
STORMWATER MANAGEMENT.....	8
ENVIRONMENTAL CONSERVATION/MITIGATION.....	10
WASTEWATER COLLECTION .....	10
WATER DISTRIBUTION SYSTEM .....	11
LANDSCAPING, IRRIGATION, & HARDSCAPING & STREET LIGHTS.....	12
RECREATIONAL FACILITIES .....	13
CONTINGENCY .....	14
PROFESSIONAL FEES.....	14
OWNERSHIP AND MAINTENANCE .....	15
PROJECT COSTS .....	15
SUMMARY AND CONCLUSION .....	19
Table 1: Master Lot Matrix .....	4
Table 2: CIP Status and Completion Time Line .....	5
Table 3: Master Land Use Summary .....	7
Table 4: Ownership and Maintenance Responsibilities .....	14
Table 5: LT Ranch CIP .....	15

## INTRODUCTION

LT Ranch Community Development District (the "**District**") is a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*, and by Ordinance No. 2018-042 of the Sarasota County Board of County Commissioners, which Ordinance became effective September 12, 2018. The District encompasses approximately 1,003.1 acres of land located approximately 3.5 miles east of the I-75 interchange (Exit 205) on State Road 72 (Clark Road), in Sarasota County. The District lies within Sections 15, 16, 21, 22, 27, and 28 Township 37 south Range 19 east, and is bounded to the north by State Road 72 (Clark Road), to the east by the Cow Pen Slough, and the west by a future Roadway known as Roadway "A". Please refer to **Exhibit 1 – Location Map and Exhibit 2 – Aerial Map**, for reference.

The District is part of a larger, master planned community development to be known as LT Ranch ("**Master Development**") consisting of approximately 1,724.8+/- acres within the Sarasota County 2050 Plan RMA, ordinance approval number 2016-077 ("**Development Approval**"). The Development Approval entitles the property within the Master Development with a maximum of 3,450 single and multi-family dwelling units for a total density of 2.0 Dwelling Units per acre. The Development Approval also allows for nonresidential uses such as retail, commercial, and offices. The maximum square footage of non-residential uses shall not exceed 300,000 and will be concentrated at the northwest corner of the property. Please note that the commercial property is excluded from the District boundary as shown on **Exhibit 3**.

While the District will function as a single, functionally interrelated community, the District represents the first assessment area within the Master Development ("**LT Ranch One.**") LT Ranch One is planned for 1,560 single and multi-family dwelling units. The legal description for the District's boundary is provided as **Exhibit 4 – Legal Description** in the appendices of this report. The matrix shown in **Table 1**, below represents the anticipated product mix for the District. Please note that this table may be revised as development commences and the final site plan is further refined by the Developer, (thereafter defined).

**Table 1: Master Lot Matrix**

PRODUCT TYPE	UNIT COUNT	PERCENT OF TOTAL
38"	232	14.9%
42"	337	21.6%
52"	287	18.4%
62"	162	10.5%
76"	46	2.9%
90"	31	2.0%
100"	41	2.6%
MF/Apartment	328	21.0%
16' TH	56	3.6%
20' TH	40	2.6%
<b>TOTAL</b>	<b>1,560</b>	<b>100.0%</b>

## **PURPOSE AND SCOPE**

The District was established for the purpose of financing, acquiring, constructing, maintaining and operating all or a portion of the public infrastructure necessary for the community development within the District. The purpose of this report is to outline the scope of the District's "Capital Improvement Plan" ("CIP") and provide a description of the public infrastructure improvements necessary for future development activities including those to be financed and/or acquired by the District. The District will finance, acquire and/or, construct, operate, and maintain a portion of the public infrastructure improvements that are needed to serve LT Ranch One and allocate the costs for the infrastructure improvements, only those improvements in the CIP eligible to be funded with proceeds of tax-exempt bonds will be financed

by the District. A portion of these public infrastructure improvements may be completed by Taylor Morrison of Florida, Inc. (the “Developer”), the primary developer of lands within the District, and acquired by the District with proceeds of bonds issued by the District. The Developer will finance and construct the balance of the infrastructure improvements needed for LT Ranch One that are not financed by the District.

The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the District as required by Sarasota County, Florida, the Southwest Florida Water Management District, and the United States Army Corps of Engineers.

The CIP described in this report reflects the District's present intentions. The implementation and completion of the CIP outlined in this report requires final approval by the District's Board of Supervisors, including the approval for the purchase of site related improvements. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

## **CAPITAL IMPROVEMENT PLAN**

The CIP includes completed and planned infrastructure improvements that will provide special benefit to all assessable land within the District. In particular, the CIP includes: (i) improvements within the District such as the stormwater management system, wastewater system, water distribution system, environmental mitigation, (ii) portions of the future Roadway “A” that will be located within the District, (iii) certain off-site improvements including portions of the future Roadway “A” lying outside the District, and (iv) soft costs such as professional fees and permitting costs.

The estimated total cost of the CIP for LT Ranch is \$42,596,900. Refer to Exhibit B for a summary of the costs by infrastructure category for the completed and planned CIP expenditures.

The CIP status, along with anticipated completion timeline is presented in **Table 2** below.

**Table 2: CIP Status and Completion Time Line**

<b>Construction Phasing*</b>	<b>Estimated Completion Date</b>
Phase I (N1)	November 2019
Phase II (Portions of N2, N4, & N5)	2020 (Estimated)
Phase III (Portions of N3, N4 & N5)	2022 (estimated)
Phase IV (Portions of N2 & N3)	2024 (Estimated)
Phase V (Portions of N3 & N4)	2026 (Estimated)

See **Exhibit 3** attached hereto for a phasing chart relating to the development of LT Ranch.

### **PERMITS AND APPROVALS**

**Exhibit 15** attached hereto lists the status of all applicable permits and approvals for the CIP. The Developer received zoning approval from Sarasota County on November 23, 2016 (Ordinance No. 2016-077). Compliance with the conditions of the zoning approval and permitting requirements is currently being accomplished. It is our opinion that the CIP is feasible, there are no technical reasons existing at this time which would prohibit the implementation of the CIP as presented herein, and that permits normally obtained by site development engineers not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

### **LAND USE**

As stated, the District includes approximately 1003.1 acres. **Table 3 below**, illustrates the current land use plan in acreage for the amended District. Such information is subject to change.

**Table 3: Land Use Summary for the District**

TYPE OF USE <sup>1</sup>	ACRES +/-	PERCENT OF TOTAL
Storm Water Management	62.8	6.7%
Single Family Residential	244.9	26.13%
Multi-Family Residential	22.3	2.38%
Road Rights-of-Way	87.7	9.36%
Preservation Areas	275.5	29.39%
Parks and Amenities	65.0	6.93%
Greenway RMA & On-site Preserves <sup>2</sup>	119.2	12.72%
Offsite ROW (Roadway “A”)	13.1	1.4%
Other (Uplands, Open Space, etc.)	46.8	4.99%
<b>TOTAL</b>	<b>1,003.1</b>	<b>100.0%</b>

1. Areas for “Type of Use” are not meant to represent the areas for potential CDD funding or acquisitions. Refer to Tables 2 and 3 for this information.
2. Greenway RMA & On-Site Preserve area includes components of the Stormwater Management Facilities

## **ROADWAYS**

Internal roadways are intended to be privately constructed, except for those “**CDD Roadways**” identified in **Exhibit 11**. The roadways identified as “**CDD Roadways**” are internal to the development and will either provide cross connection between public roads and or provide access from public roads to the gated entries of the District. All roadways considered “**CDD**” which are included in the CIP are not access restricted or gated.

Access to the District will be provided via two entrances off of the existing Clark Road (SR 72) and three access locations from a proposed roadway known as Roadway “A”. These entrance locations can be seen on **Exhibit 3 – Overall Site Plan** for reference. Roadway “A” is planned to be a public four-lane collector road that runs in a north/south direction along the west side of the project for the entire length of the District boundary. The construction of Roadway “A” is required via the zoning ordinance and Sarasota County to support the development of LT Ranch. Infrastructure improvements for the construction of Roadway “A” are not included in the CIP as the developer is currently seeking

mobility fee credits for the roadway. It is the intent at this time that Roadway “A” will be dedicated to Sarasota County upon completion. As noted, all other roads within the District except for those roads as identified on **Exhibit 11** as CDD Roadways are to be private and will be funded by the Developer and dedicated to the Homeowner’s Association for ownership and maintenance. The District will own and maintain the CDD Roadways. All roads will be designed and constructed in accordance with County standards.

### **UNDERGROUND AND STREET LIGHTING ELECTRICAL SYSTEM**

The District lies within the area served by the Florida Power and Light (FP&L) service area. FP&L will provide underground electric service to the site from lines located within the public right-of-way of Clark Road. The CIP includes only the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers would be owned by FP&L and not paid for by the District.

The District may elect to purchase, install and maintain street lights for Roadway “A” and/or the CDD Roadways. If so, the District would finance such purchase and installation as part of the District’s CIP. Alternatively, the District may elect to lease street lights through an agreement with FP&L, in which case the District would fund the street lights through an annual operations and maintenance assessment. Any street lights located on internal roadways, other than the CDD Roadways, would be privately funded by a Homeowner’s Association.

### **STORMWATER MANAGEMENT**

Sarasota County and the Southwest Florida Water Management District (SWFWMD) regulate the design criterion for the stormwater management system within the District. The District is located within the Cow Pen Slough and Cow Pen Slough Upper Basins of the Dona Bay Watershed. The pre-development site runoff and water management conditions have been developed by Sarasota County and SWFWMD. The existing, onsite, naturally occurring wetlands have been delineated by SWFWMD and the Sarasota County Environmental Resources Department.

The Stormwater Management Plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.
6. Preserve the function of the floodplain storage during the 100-year storm event.

The stormwater collection and outfall systems will be a combination of curb inlets, pipes/culverts, control structures, on-site preserve/wetland areas, overland flow, open channel, and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures. None of the stormwater collection and outfall systems included in the CIP will be located within the above ground portions of private roadways.

The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate and maintain the inlets and storm sewer systems within County right-of-way. The District's stormwater improvements can be found on **Exhibit 10 – Storm Water Management Facilities**.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, and lake excavation for stormwater ponds within the CIP includes only the portion from the normal water level to the depth required to meet water quality criteria set forth by the SWFWMD. Moreover, the purpose of the lakes is to manage stormwater, with any use of such water for irrigation on private lots being incidental to that purpose. 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 of the land in the District to use any excess fill generated by construction of the improvements in the stormwater system than to haul such fill off-site.

## **ENVIRONMENTAL CONSERVATION/MITIGATION**

There are 15.4+/- acres of permanent forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which, pursuant to applicable Sarasota County and SWFWMD approvals, will require 6.14+/- acres of wetland creation, 18.2+/- acres of greenway wetland creation area, and 33.3+/- acres of wetland supplemental plantings. In addition to the wetland creation and mitigation areas, the project also includes another 225+/- acres of wetland and upland preserve area required by applicable Sarasota County and SWFWMD approvals. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. Only the costs of improving these areas will be included in the CIP. The land underlying the environmental conservation/mitigation areas will be quitclaimed to the District.

## **WASTEWATER COLLECTION**

The District falls within the Sarasota County utility service area with wastewater treatment service to be provided by the Sarasota County Public Works Department and its existing infrastructure in the area. Please refer to **Exhibit 6 – Off-Site Existing Utility Map** for the Sarasota County owned and operated utilities adjacent to the project site.

The District's onsite sanitary sewer system will consist of 8" to 12" gravity sewer collection lines with appurtenant manholes, five community pump stations and one master pump station to re-pump all of the flows to the existing County owned and maintained infrastructure. The internal force main routings will consist of 4" to 12" force mains which will be a combination of manifolded and re-pump systems that are ultimately directed to the master lift station. Please refer to **Exhibit 8 – Sanitary Sewer Facilities Exhibit** for the project's internal sanitary sewer collections system layout.

In order for Sarasota County to provide utility service to the project, off-site infrastructure improvements are required to facilitate a connection of the project's master lift station to the existing Heritage Oaks regional lift station. The Heritage Oaks regional lift station then is pumped to and ultimately served by the existing Bee Ridge Water Reclamation Facility. A proposed force main from the project's master lift station will be constructed within the future Roadway "A" right-of-way crossing over Clark Road in a northerly direction and run within the existing Bee Ridge Ext. right-of-way to the Heritage Oaks regional lift station. The developer and Sarasota County Utilities (SCU) are party to an oversizing agreement to receive partial reimbursement for the difference in a 14-inch forcemain to a 20-inch, plus full reimbursement for the installation of a 6-inch forcemain and secondary conduits for SCU telemetry. The Heritage Oaks lift station will serve as the project's point of connection to the Sarasota County owned and maintained infrastructure. Please refer to **Exhibit 6 – Off-Site Sanitary Sewer Utility Map** for the location of the proposed off-site improvements.

The wastewater collection systems for all phases – including but not limited to the systems within Roadway "A" – will be constructed and/or acquired by the District and then dedicated to Sarasota County for ownership, operation and maintenance. As such, they are all included within the CIP. There are no impact fee credits associated with the construction of any of these improvements.

## **WATER DISTRIBUTION SYSTEM**

The District lies within the Sarasota County service area with potable water service to be provided by the Manatee County Public Works Department and its existing infrastructure in the area. Please refer to **Exhibit 6 – Off-Site Existing Utility Map** for the Sarasota County owned and operated utilities adjacent to the project site.

The future water distribution systems within the project consist of 16", 10", 8", 6" and 4" water mains with appurtenant valves and fire hydrants. In order for Sarasota County to provide utility service to the project, off-site infrastructure improvements are required to facilitate a connect to the project entrance. Two off-site potable main extensions are required to serve the project's potable water and fire flow needs. One connection will be made to an existing 16" potable water main located at the intersection of Churchill Downs Road and Clark Road. This main will then be extended in a southeasterly direction within the Clark Road right-of-way to the project's entrance. The second connection will be made to an existing 12"

potable water main at the intersection of Landmark Lane and Bee Ridge Ext. This potable water main will run in a southerly direction within the existing Bee Ridge Ext. right-of-way to the project entrance.

The water distribution systems for all phases – including but not limited to the off-site systems described herein – will be constructed and/or acquired by the District and then dedicated to Sarasota County for ownership, operation and maintenance. As such, they are all included within the CIP. There are no impact fee credits associated with the construction of any of these improvements. Please refer to **Exhibit 6 – Off-Site Potable Water Utility Map** for the location of the proposed off-site improvements.

### **LANDSCAPING, IRRIGATION, & WALLS & STREET LIGHTS**

Entry landscaping, irrigation, perimeter walls for sound abatement and related lighting within what is identified as a CDD Landscape Buffer will be owned and maintained by the District. Walls for sound abatement will be located in the buffer easement and/or tract adjacent to the proposed Roadway “A”, buffer easements adjacent to CDD Roadways, and the buffer easements adjacent to Clark Road (SR 72). Please refer to **Exhibit 12 – Exterior Landscape Exhibit** for the location of the public irrigation, walls, landscaping, and lighting facilities. Such infrastructure, to the extent that it is located in right-of-ways owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County. All other landscaping, hardscape, screen walls, and lighting is to be considered private and shall be funded by the Developer and maintained by the Homeowner’s Association. CDD landscape buffers will either be in a tract to be quitclaimed to the District and/or a perpetual easement will be provided for the District to own, install, operate, maintain, repair, and replace the District’s improvements.

The project’s irrigation demands will be served by a combination of Sarasota County re-use water, surface water from proposed lakes with re-charge wells, and withdrawal from the existing Cow Pen Slough. Please note that Sarasota County requires the use of re-use water for irrigation when available. The existing re-use main along the south side the south side of Clark Road (SR 72) is available for the projects use and will be extended to the proposed re-use lakes for distribution to the District Facilities. There are two extensions of the re-use main proposed to serve the Districts irrigation needs. A main will be extended within the Roadway “A” right-of-way to the re-use lakes to serve the District lands west of the large central preserve area which bisects the development, and another main will be extended from Clark Road to the projects re-use lakes which serve the eastern portion of the District lands. The developer and Sarasota County Utilities (SCU) are party to an oversizing agreement to receive partial reimbursement for the

difference in a 8-inch re-use main to a 12-inch. These re-use main extensions will be either in a proposed right-of-way or within a county utility easement to be owned and maintained by Sarasota County.

The back-bone irrigation facilities, i.e. pump stations, wells, piping, and appurtenances which distribute the re-use water provided by Sarasota County to serve the district are to be owned and maintained by the CDD and have been included in the CIP. Please note that only the portions of the irrigation system that can be financed by tax exempt bonds will be funded by the District. Please refer to **Exhibit 9 – Irrigation Facilities Exhibit** for the location of CDD owned irrigation and re-use facilities.

### **RECREATIONAL FACILITIES**

LT Ranch as required by the approved zoning ordinance will have multiple types of recreational amenities to serve both the public and others exclusively for the LT Ranch’s residents. The zoning ordinance identifies three levels of parks to be provided. The first level of park is the community park level which will be open to the public and will provide community buildings, trailhead connections, and sports fields. There will be one centrally located community park directly adjacent to the future Roadway “A”. The second level is intended to be exclusively for the use of the LT Ranch residents and will provide the typical amenities such as clubhouses, pools, parks, and trailhead connections. These parks are centrally located within the different neighborhood boundaries as outlined in the zoning ordinance. The last type of park requirement is identified as mini parks and will be located throughout the internal neighborhoods to provide trails, trailhead connections, benches, and shade structures. These amenity improvements are considered common elements for the benefit of the community. These improvements will be funded, owned and maintained by the developer and turned over to a homeowners’ association for ownership, operation and maintenance. Although the CIP benefits the recreational amenities, they are not assessed pursuant to state law, as they are a common element for the LT Ranch development.

## **CONTINGENCY**

This category includes the cost for adjustments as a result of unexpected field conditions, requirements of governmental agencies and other unknown factors that may occur throughout the course of development of the infrastructure. In general, the contingency amount is based on a percentage of the total Infrastructure cost estimate.

## **PROFESSIONAL FEES**

Professional fees include civil engineering, costs for site design, permitting, inspection and master planning, survey costs for construction staking and record drawings as well as preparation of preliminary and final plats, geotechnical cost for pre-design soil borings, under drain analysis and construction testing, and architectural cost for landscaping. Also included in this category are fees associated with environmental consultation and permitting and legal fees.

## OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth in **Table 4** below. Any CDD-financed components of the CIP maintained by an HOA will be pursuant to an arrangement that is reviewed by bond counsel to the CDD.

**Table 4: Ownership and Maintenance Responsibilities**

FACILITY	FUNDED BY	O & M	OWNERSHIP
Private Roadways	Developer	HOA	HOA
Recreational Facilities	Developer	HOA	HOA
Exterior Landscaping, Hardscape & Irrigation	CDD	CDD/HOA	CDD
Interior Landscaping	Developer	HOA	HOA
Water & Wastewater Facilities	CDD	COUNTY	COUNTY
Residential Irrigation Facilities	CDD	CDD/HOA	CDD
Stormwater Management	CDD	CDD/HOA	CDD
CDD Roadways	CDD	CDD/HOA	CDD
Off-Site Roadways and Utilities	CDD	COUNTY	COUNTY
Preserve Areas	CDD	CDD/HOA	CDD

Note: Only those improvements eligible to be funded with proceeds of tax-exempt funds will be financed by the District.

## PROJECT COSTS

The CIP's identifiable total costs associated with the infrastructure improvements are estimated to be \$42,596,900. The public infrastructure improvements include: **CDD Roadways as identified on Exhibit 11** (including landscaping, irrigation, hardscaping and street lights), exterior landscape, walls, and irrigation, sewer, water, storm water management systems, and preserve areas that will benefit the developable land within the District. Private infrastructure, which is not included with the CIP, includes

landscaping/hardscaping, internal roadways, portions of the excavation and grading, and the various amenity centers serving the LT Ranch development.

The Summary of Estimated Project costs shown below in **Table Five**, outlines the anticipated costs associated with the construction and acquisition of public infrastructure comprising the CIP, as well as private infrastructure to be funded by the Developer.

**Table 5: Cost Estimates**

No.	Facility	Districts Capital Improvement Plan		Private Improvements		Total Project Costs
		Project - Completed Improvements	Future Improvements	Completed Private Improvements	Future Private Improvements	
1	Landscaping & Hardscaping	\$0.00	\$2,610,000.00	\$0.00	\$7,550,000.00	\$10,160,000.00
2	Subdivision Potable Water System	\$0.00	\$3,390,000.00	\$0.00	\$0.00	\$3,390,000.00
3	Subdivision WasteWater System	\$0.00	\$5,750,000.00	\$0.00	\$0.00	\$5,750,000.00
4	Irrigation Facilities	\$0.00	\$2,560,000.00	\$0.00	\$742,000.00	\$2,560,000.00
5	Storm Water Facilities <sup>(1)(2)(3)</sup>	\$0.00	\$14,290,000.00	\$0.00	\$6,300,000.00	\$20,590,000.00
6	Environmental Preservation & Mitigation	\$0.00	\$1,980,000.00	\$0.00	\$0.00	\$1,980,000.00
7	Off-Site Utilities	\$0.00	\$2,263,000.00	\$0.00	\$0.00	\$2,263,000.00
8	Private Roadways	\$0.00	\$0.00	\$0.00	\$22,814,000.00	\$22,814,000.00
9	CDD Roadways	\$0.00	\$1,563,000.00	\$0.00	\$0.00	\$1,563,000.00
10	Amenities	\$0.00	\$0.00	\$0.00	\$17,770,000.00	\$17,770,000.00
11	Electrical	\$0.00	\$0.00	\$0.00	\$1,130,000.00	\$1,130,000.00
12	Miscellaneous Structures	\$0.00	\$0.00	\$0.00	\$470,000.00	\$470,000.00
13	Regulatory Fees & Permits	\$0.00	\$0.00	\$0.00	\$1,790,000.00	\$1,790,000.00
	<b>Subtotal (Improvements Benefiting All Units)</b>	<b>\$0.00</b>	<b>\$34,406,000.00</b>	<b>\$0.00</b>	<b>\$58,566,000.00</b>	<b>\$92,230,000.00</b>
14	<b>Contingency (15%)</b>	<b>\$0.00</b>	<b>\$5,160,900.00</b>	<b>\$0.00</b>	<b>\$8,784,900.00</b>	<b>\$13,834,500.00</b>
15	<b>Professional Fees</b>	<b>\$0.00</b>	<b>\$3,030,000.00</b>	<b>\$0.00</b>	<b>\$9,520,000.00</b>	<b>\$12,550,000.00</b>
	<b>Total Improvements</b>	<b>\$0.00</b>	<b>\$42,596,900.00</b>	<b>\$0.00</b>	<b>\$76,870,900.00</b>	<b>\$118,614,500.00</b>

The cost estimates set forth herein are estimates 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, which (subject to true-up

determinations) number and type of units may be changed with the development of LT Ranch. 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.

The initial phase of Development will include Neighborhood One, which includes 214 family focused dwelling units and a portion of Neighborhood Four, which included 185 active adult units. In addition to the onsite development the offsite utility expansion projects are part of the initial phases of construction. The estimated CIP costs to be allocated to these units is \$12,362,249.00. A summary of the estimated costs is presented in the Table below.

No.	Facility	2018 Project		Future Development		Total Project Costs
		Series 2018 Public Improvements	Developer Funded	Future Public Improvements	Developer Funded	
1	Landscaping & Walls	\$1,206,220.00	\$4,017,000.00	\$1,403,780.00	\$3,533,000.00	\$10,160,000.00
2	Subdivision Potable Water System	\$479,700.00	\$0.00	\$2,910,300.00	\$0.00	\$3,390,000.00
3	Subdivision WasteWater System	\$1,653,940.00	\$0.00	\$4,096,060.00	\$0.00	\$5,750,000.00
4	Irrigation Facilities	\$487,900.00		\$2,072,100.00	\$0.00	\$2,560,000.00
5	Storm Water Facilities <sup>(1)(2)(3)</sup>	\$2,255,000.00	\$3,683,000.00	\$12,035,000.00	\$2,617,000.00	\$20,590,000.00
6	Environmental Preservation & Mitigation	\$1,082,400.00	\$0.00	\$897,600.00	\$0.00	\$1,980,000.00
7	Off-Site Utilities	\$1,855,660.00	\$0.00	\$407,340.00	\$0.00	\$2,263,000.00
8	Private Streets	\$0.00	\$1,454,000.00	\$0.00	\$21,360,000.00	\$22,814,000.00
9	CDD Roadways	\$772,440.00	\$0.00	\$790,560.00	\$0.00	\$1,563,000.00
10	Amenities	\$0.00	\$2,100,000.00	\$0.00	\$15,670,000.00	\$17,770,000.00
11	Electrical	\$0.00	\$250,000.00	\$0.00	\$880,000.00	\$1,130,000.00
12	Miscellaneous Structures	\$0.00	\$100,000.00	\$0.00	\$370,000.00	\$470,000.00
13	Municiple Fees & Permits	\$0.00	\$245,000.00	\$0.00	\$1,545,000.00	\$1,790,000.00
	<b>Subtotal (Improvements Benefiting All Units)</b>	<b>\$9,793,260.00</b>	<b>\$11,849,000.00</b>	<b>\$24,612,740.00</b>	<b>\$45,975,000.00</b>	<b>\$92,230,000.00</b>
9	<b>Contingency (15%)</b>	<b>\$1,468,989.00</b>	<b>\$1,777,350.00</b>	<b>\$3,691,911.00</b>	<b>\$6,896,250.00</b>	<b>\$13,834,500.00</b>
10	<b>Professional Fees</b>	<b>\$1,100,000.00</b>	<b>\$2,400,000.00</b>	<b>\$1,930,000.00</b>	<b>\$7,120,000.00</b>	<b>\$12,550,000.00</b>
	<b>Total Improvements</b>	<b>\$12,362,249.00</b>	<b>\$16,026,350.00</b>	<b>\$30,234,651.00</b>	<b>\$59,991,250.00</b>	<b>\$118,614,500.00</b>

It should be noted that the active adult portion of the Development will be more intensely amenitized to cater to the demands of a more affluent buyer. As such, a greater proportion of the overall project benefits can be attributed to the development of the active adult lots.

## **SUMMARY AND CONCLUSION**

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting of the site plan are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications, last revisions. It is the professional opinion of Waldrop Engineering that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to all lands within the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) of the Florida Statutes. Further, the CIP functions as a system of improvements benefitting all lands within the District.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Sarasota County and quantities as represented on the master plans. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

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*Jeremy L. Fireline, P.E*

*District Engineer*

*FL Registration No.: 63987*

# CDD EXHIBITS FOR LT RANCH

PART OF SECTION 15, 16, 21, 22, 27, & 28 TOWNSHIP 37 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA

## SHEET INDEX

1	COVER SHEET
2	EXHIBIT 1 - LOCATION MAP
3	EXHIBIT 2 - AERIAL MAP
4	EXHIBIT 3 - OVERALL SITE PLAN
5	EXHIBIT 4 - LEGAL DESCRIPTION (1 OF 2)
6	EXHIBIT 4 - LEGAL DESCRIPTION (2 OF 2)
7	EXHIBIT 5 - SITE PLAN NORTH
8	EXHIBIT 5 - SITE PLAN SOUTH
9	EXHIBIT 6 - OFF-SITE EXISTING UTILITY MAP (1 OF 3)
10	EXHIBIT 6 - OFF-SITE POTABLE WATER UTILITY MAP (2 OF 3)
11	EXHIBIT 6 - OFF-SITE SANITARY SEWER UTILITY MAP (3 OF 3)
12	EXHIBIT 7 - WATER FACILITIES EXHIBIT (1 OF 2)
13	EXHIBIT 7 - WATER FACILITIES EXHIBIT (2 OF 2)
14	EXHIBIT 8 - SANITARY SEWER FACILITIES EXHIBIT (1 OF 2)
15	EXHIBIT 8 - SANITARY SEWER FACILITIES EXHIBIT (2 OF 2)
16	EXHIBIT 9 - IRRIGATION FACILITIES EXHIBIT (1 OF 2)
17	EXHIBIT 9 - IRRIGATION FACILITIES EXHIBIT (2 OF 2)
18	EXHIBIT 10-STORM WATER MANAGEMENT FACILITIES EXHIBIT (1 OF 2)
19	EXHIBIT 10-STORM WATER MANAGEMENT FACILITIES EXHIBIT (2 OF 2)
20	EXHIBIT 11 - ROADWAY EXHIBIT (1 OF 2)
21	EXHIBIT 11 - ROADWAY EXHIBIT (2 OF 2)
22	EXHIBIT 12 - EXTERIOR LANDSCAPE EXHIBIT (1 OF 2)
23	EXHIBIT 12 - EXTERIOR LANDSCAPE EXHIBIT (2 OF 2)
24	EXHIBIT 13 - EXISTING ZONING MAP
25	EXHIBIT 14 - FUTURE LAND USE MAP
26	EXHIBIT 15 - PERMIT APPROVALS

<u>PLAN REVISIONS</u>	REV00 <<SUBMITTED>> XX/XX/XX

**LT RANCH**

**COVER SHEET**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
551 NORTH CATTLEMEN ROAD  
SARASOTA, FLORIDA 34232  
PHONE: (941) 371-0008 FAX: (941) 371-7998

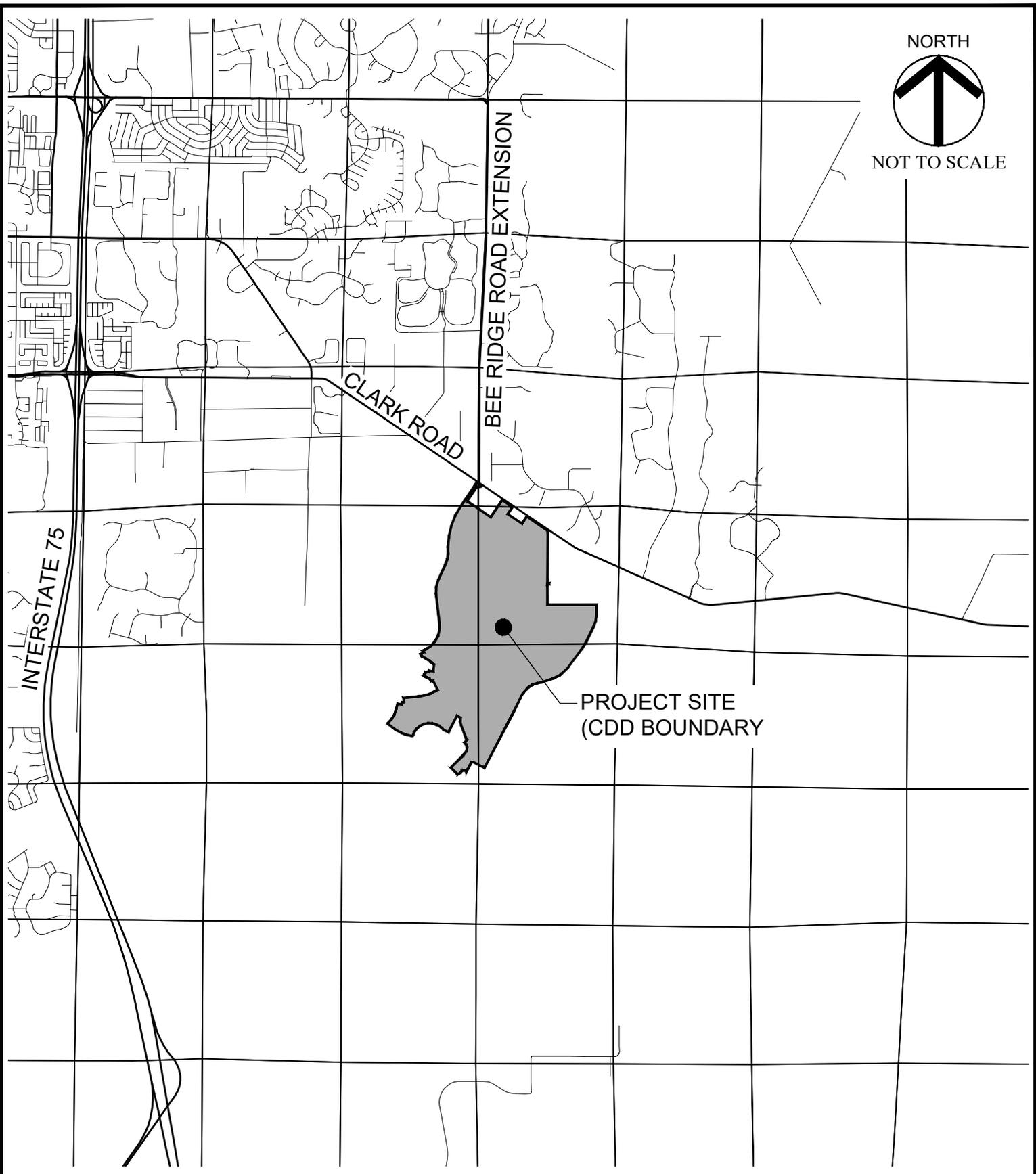
SECTION: TOWNSHIP: RANGE:  
15,16,21,22, 37S 19E  
27,28,33  
SARASOTA COUNTY, FLORIDA

FILE NAME: 386050101.dwg  
SHEET: 1 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
BONITA SPRINGS, FL 34135  
P: 239-405-7777 F: 239-405-7899  
EMAIL: info@waldropengineering.com



**LT RANCH**

**EXHIBIT 1 - LOCATION MAP**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA  
 FILE NAME: 386050102.dwg  
 SHEET: 2 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

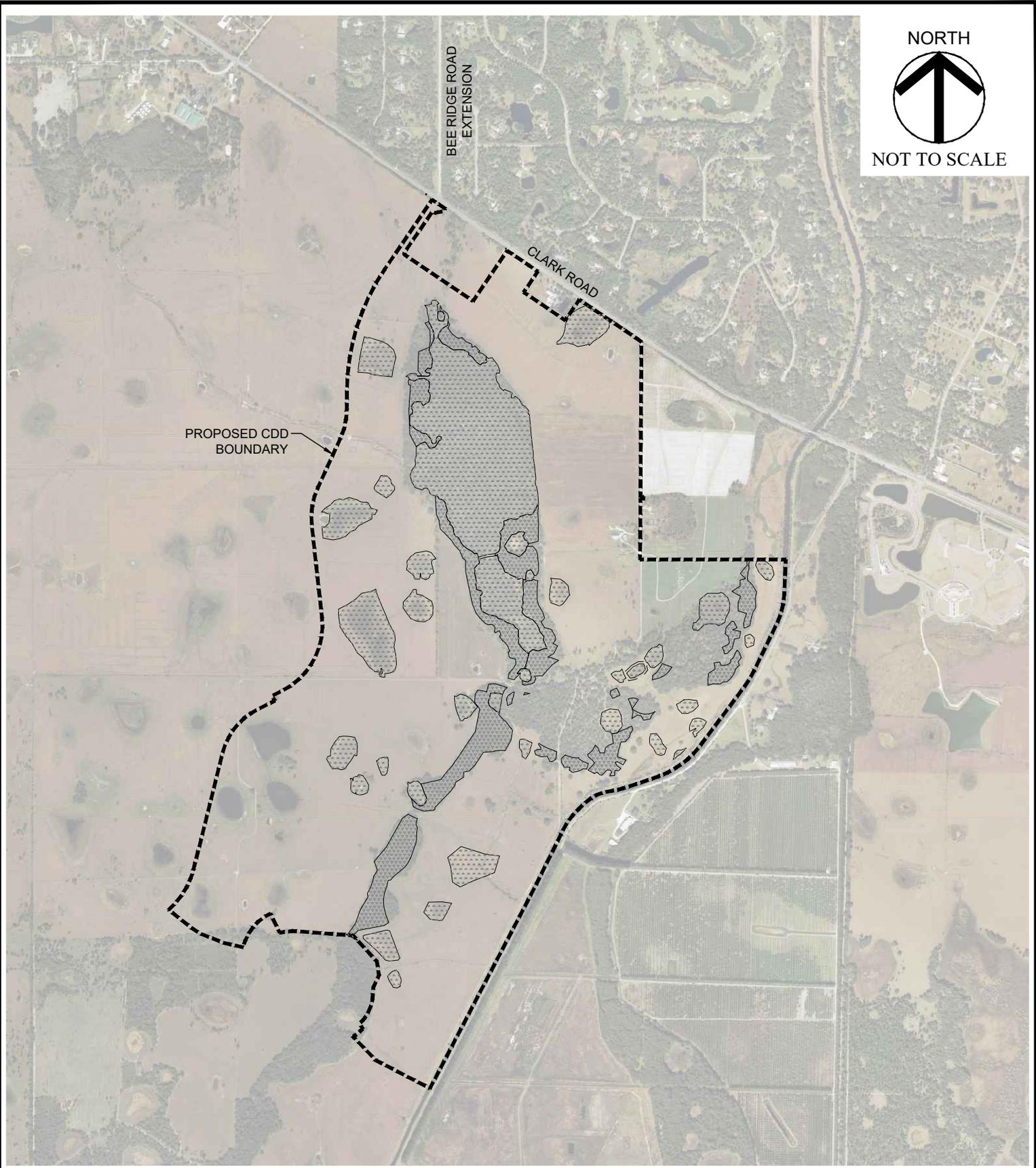


28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

NORTH



NOT TO SCALE



**LT RANCH**

**EXHIBIT 2 - AERIAL MAP**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
551 NORTH CATTLEMEN ROAD  
SARASOTA, FLORIDA 34232  
PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
15,16,21,22, 37S 19E  
27,28,33  
SARASOTA COUNTY, FLORIDA  
FILE NAME: 386050103.dwg  
SHEET: 3 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
BONITA SPRINGS, FL 34135  
P: 239-405-7777 F: 239-405-7899  
EMAIL: info@waldropengineering.com



NORTH  
NOT TO SCALE



**LEGEND**

- PROPOSED CDD BOUNDARY
- PROPOSED LAKE
- GREENWAY
- WETLAND PRESERVE
- MESIC HAMMOCK PRESERVE
- WETLAND MITIGATION AREA
- WETLAND CREATION AREA

**LT RANCH**

**EXHIBIT 3 - OVERALL SITE PLAN**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050104.dwg  
 SHEET: 4 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

**WALDROP**  
**ENGINEERING**  
 CIVIL ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

**LEGAL DESCRIPTION:**

**NORTH 937 PARCEL**

**DESCRIPTION:** A parcel of land lying in Sections 15, 16, 21, 22, 27, and 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest corner of said Section 15, run thence along the West boundary of said Section 15, N.00°07'11"E., 869.75 feet to a point on the Southerly right of way line of Clark Road (State Road No. 72) per Florida Department of Transportation Right of Way Map Section No. 17070 (105) 2501, said point also being the **POINT OF BEGINNING**; thence along said Southerly right of way line of Clark Road, S.55°49'33"E., a distance of 135.63 feet; thence S.34°10'43"W., a distance of 40.01 feet; thence S.79°10'54"W., a distance of 113.13 feet; thence N.55°49'33"W., a distance of 40.00 feet; thence S.34°10'43"W., a distance of 655.00 feet to a point of curvature; thence Southerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'16" (chord bearing S.10°49'25"E., 35.36 feet) to a point of tangency; thence S.55°49'33"E., a distance of 523.85 feet; thence S.55°49'53"E., a distance of 554.21 feet; thence N.34°10'27"E., a distance of 799.95 feet to aforesaid Southerly right of way line of Clark Road; thence S.55°49'33"E., a distance of 483.04 feet to a point of intersection with said Southerly right of way line of Clark Road, and Northeasterly extension of the Westerly boundary of that certain parcel of land described in Official Records Book 1913, Page 2939, of the Public Records of Sarasota County, Florida; thence along said Westerly boundary of that certain parcel of land described in Official Records Book 1913, Page 2939, and the Northeasterly extension thereof, S.34°10'27"W., a distance of 330.00 feet to the Southwesterly corner of said certain parcel of land described in Official Records Book 1913, Page 2939; thence along the Southerly boundary of said certain parcel of land described in Official Records Book 1913, Page 2939, S.55°49'33"E., a distance of 660.00 feet to the Southeasterly corner thereof; thence along the Easterly boundary of said certain parcel of land described in Official Records Book 1913, Page 2939, and the Northeasterly extension thereof, N.34°10'27"E., a distance of 330.00 feet to a point on aforesaid Southerly right of way line of Clark Road; thence S.55°49'33"E., a distance of 983.63 feet to the Northwest corner of All Saints Catholic Cemetery, Inc. parcel, recorded in Official Records Instrument 2012125350, of the Public Records of Sarasota County, Florida; thence along the West boundary of said All Saints Catholic Cemetery, Inc. parcel, the following five (5) courses: 1) S.00°21'03"W., a distance of 2039.57 feet; 2) N.88°44'13"E., a distance of 64.00 feet; 3) S.01°15'47"E., a distance of 20.00 feet; 4) S.88°44'13"W., a distance of 64.56 feet; 5) S.00°21'03"W., a distance of 800.54 feet to the Southwest corner of aforesaid All Saints Catholic Cemetery, Inc. parcel; thence along the South boundary of said All Saints Catholic Cemetery, Inc. parcel, N.89°59'29"E., a distance of 1909.43 feet to the centerline of a Sarasota County Permanent Easement, recorded in Official Records Book 527, Page 36, of the Public Records of Sarasota County, Florida; thence Southerly along the said centerline, the following sixteen (16) courses: 1) S.02°21'01"W., a distance of 461.12 feet to a point of curvature; 2) Southerly, 392.67 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 23°32'58" (chord bearing S.14°07'30"W., 389.91 feet) to a point of tangency; 3) S.25°53'59"W., a distance of 688.37 feet to a point of curvature; 4) Southwesterly, 274.42 feet along the arc of a tangent curve to the right having a radius of 1432.69 feet and a central angle of 10°58'29" (chord bearing S.31°23'13"W., 274.00 feet) to a point of tangency; 5) S.36°52'28"W., a distance of 970.29 feet to a point of curvature; 6) Southwesterly, 313.77 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 18°49'03" (chord bearing S.46°16'59"W., 312.36 feet) to a point of tangency; 7) S.55°41'31"W., a distance of 83.50 feet to a point of curvature; 8) Southwesterly, 260.83 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 15°38'34" (chord bearing S.63°30'48"W., 260.02 feet) to a point of tangency; 9) S.71°20'05"W., a distance of 491.95 feet to a point of curvature; 10) Westerly, 160.34 feet along the arc of a tangent curve to the right having a radius of 716.78 feet and a central angle of 12°49'01" (chord bearing S.77°44'36"W., 160.01 feet) to a point of tangency; 11) S.84°09'06"W., a distance of 3.24 feet to a point of curvature; 12) Southwesterly, 374.53 feet along the arc of a tangent curve to the left having a radius of 573.69 feet and a central angle of 37°24'20" (chord bearing S.65°26'56"W., 367.92 feet) to a point of tangency; 13) S.46°44'46"W., a distance of 122.40 feet to a point of curvature; 14) Southwesterly, 342.52 feet along the arc of a tangent curve to the left having a radius of 955.37 feet and a central angle of 20°32'30" (chord bearing S.36°28'31"W., 340.69 feet) to a point of tangency; 15) S.26°12'16"W., a distance of 783.03 feet; 16) S.27°29'11"W., a distance of 2327.29 feet; thence N.62°30'49"W., a distance of 550.00 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet; thence N.46°19'05"E., a distance of 615.59 feet; thence N.62°30'49"W., a distance of 6.34 feet; thence N.39°49'25"E., a distance of 261.29 feet; thence N.09°32'18"E., a distance of 150.84 feet; thence N.20°16'20"W., a distance of 120.10 feet; thence N.39°18'35"W., a distance of 85.19 feet; thence N.38°07'30"E., a distance of 126.41 feet; thence Northerly, 33.15 feet along the arc of a non-tangent curve to the left having a radius of 610.00 feet and a central angle of 03°06'50" (chord bearing N.18°52'01"W., 33.15 feet); thence N.20°25'26"W., a distance of 594.24 feet; thence Northerly, 279.03 feet along the arc of a tangent curve to the right having a radius of 465.00 feet and a central angle of 34°22'51" (chord bearing N.03°14'00"W., 274.86 feet); thence N.62°54'32"W., a distance of 160.58 feet; thence S.27°29'11"W., a distance of 714.44 feet; thence N.62°30'49"W., a distance of 208.43 feet; thence Northwesterly, 111.63 feet along the arc of a tangent curve to the right having a radius of 207.60 feet and a central angle of 30°48'28" (chord bearing N.47°06'36"W., 110.29 feet); thence N.51°46'21"W., a distance of 112.78 feet; thence N.63°58'35"W., a distance of 104.93 feet; thence Southwesterly, 1184.31 feet along the arc of a tangent curve to the left having a radius of 660.08 feet and a central angle of 102°48'02" (chord bearing S.64°37'24"W., 1031.73 feet); thence N.76°46'38"W., a distance of 263.43 feet; thence Westerly, 207.82 feet along the arc of a non-tangent curve to the left having a radius of 1327.32 feet and a central angle of 08°58'15" (chord bearing N.68°28'15"W., 207.61 feet); thence Northwesterly, 259.74 feet along the arc of a reverse curve to the right having a radius of 690.00 feet and a central angle of 21°34'07" (chord bearing N.62°10'19"W., 258.21 feet); thence N.51°23'16"W., a distance of 382.09 feet to the Easterly boundary of a 150.00 foot wide Access Easement, according to that certain Agreement recorded in Official Records Instrument 2015078648, of the Public Records of Sarasota County, Florida; thence along said Easterly boundary the following two (2) courses: 1) Northeasterly, 633.35 feet along the arc of a non-tangent curve to the left having a radius of 1030.00 feet and a central angle of 35°13'52" (chord bearing N.31°37'36"E., 623.42 feet); 2) N.14°00'40"E., a distance of 246.93 feet; thence S.75°59'20"E., a distance of 176.00 feet; thence N.14°00'40"E., a distance of 50.02 feet; thence Northeasterly, 100.66 feet along the arc of a tangent curve to the right having a radius of 89.00 feet and a central angle of 64°47'58" (chord bearing N.46°24'39"E., 95.38 feet); thence N.05°57'59"W., a distance of 151.37 feet; thence N.83°57'54"E., a distance of 583.45 feet; thence S.77°46'44"E., a distance of 43.00 feet; thence Easterly, 262.22 feet along the arc of a non-tangent curve to the left having a radius of 1825.00 feet and a central angle of 08°13'57" (chord bearing N.77°03'12"E., 262.00 feet); thence Easterly, 88.91 feet along the arc of a compound curve to the left having a radius of 1825.01 feet and a central angle of 02°47'29" (chord bearing N.71°32'29"E., 88.90 feet); thence Northeasterly, 107.66 feet along the arc of a compound curve to the left having a radius of 820.00 feet and a central angle of 07°31'21" (chord bearing N.66°23'04"E., 107.58 feet); thence N.62°37'24"E., a distance of 282.16 feet; thence N.25°19'23"W., a distance of 383.82 feet; thence S.89°36'36"W., a distance of 73.34 feet; thence N.43°52'37"W., a distance of 119.82 feet; thence N.64°48'41"W., a distance of 90.24 feet; thence N.66°23'57"W., a distance of 66.02 feet; thence N.61°37'47"W., a distance of 67.21 feet; thence N.19°16'38"E., a distance of 36.21 feet; thence N.45°23'03"W., a distance of 22.98 feet; thence N.20°09'32"E., a distance of 38.76 feet; thence N.36°22'38"E., a distance of 65.59 feet; thence S.88°25'30"E., a distance of 26.84 feet; thence N.69°14'28"E., a distance of 59.15 feet; thence N.69°14'28"E., a distance of 46.90 feet; thence N.47°17'20"E., a distance of 43.50 feet; thence S.83°09'30"E., a distance of 151.38 feet; thence N.07°38'28"E., a distance of 257.57 feet; thence N.50°34'53"W., a distance of 132.53 feet; thence N.50°34'53"W., a distance of 62.56 feet; thence Northwesterly, 56.58 feet along the arc of a tangent curve to the right having a radius of 265.00 feet and a central angle of 12°14'02" (chord bearing N.44°27'52"W., 56.48 feet); thence N.59°40'09"W., a distance of 129.94 feet; thence N.59°45'40"W., a distance of 205.44 feet; thence Northwesterly, 29.09 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 33°19'58" (chord bearing N.43°05'41"W., 28.68 feet); thence N.26°25'42"W., a distance of 60.00 feet to a point on the Easterly boundary of said 150.00 foot wide Access Easement; thence along said Easterly boundary, N.63°34'18"E., a distance of 133.23 feet; thence N.34°59'27"W., a distance of 75.85 feet to a point on the centerline of said 150.00 foot wide Access Easement; thence along said centerline the following nine (9) courses: 1) N.63°34'18"E., a distance of 150.23 feet to a point of curvature; 2) Northeasterly, 1164.84 feet along the arc of a tangent curve to the left having a radius of 955.00 feet and a central angle of 69°53'06" (chord bearing N.28°37'45"E., 1093.96 feet) to a point of tangency; 3) N.06°18'48"W., a distance of 1214.80 feet to a point of curvature; 4) Northerly, 515.83 feet along the arc of a tangent curve to the right having a radius of 955.00 feet and a central angle of 30°56'52" (chord bearing N.09°09'38"E., 509.59 feet) to a point of tangency; 5) N.24°38'04"E., a distance of 699.55 feet to a point of curvature; 6) Northerly, 401.96 feet along the arc of a tangent curve to the left having a radius of 955.00 feet and a central angle of 24°06'58" (chord bearing N.12°34'35"E., 399.00 feet) to a point of tangency; 7) N.00°31'06"E., a distance of 255.04 feet to a point of curvature; 8) Northerly, 1683.14 feet along the arc of a tangent curve to the right having a radius of 2865.00 feet and a central angle of 33°39'37" (chord bearing N.17°20'54"E., 1659.04 feet) to a point of tangency; 9) N.34°10'43"E., a distance of 1104.05 feet to aforesaid Southerly right of way line of Clark Road; thence along said Southerly right of way line of Clark Road, S.55°49'33"E., a distance of 74.37 feet to the **POINT OF BEGINNING**.  
Containing 937.304 acres, more or less.

**LT RANCH**

**EXHIBIT 4 - LEGAL DESCRIPTION (1 OF 2)**

PREPARED FOR:

**TAYLOR MORRISON OF FLORIDA, INC.**  
551 NORTH CATTLEMEN ROAD  
SARASOTA, FLORIDA 34232  
PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
15,16,21,22, 37S 19E  
27,28,33  
SARASOTA COUNTY, FLORIDA

FILE NAME: 386050105.dwg  
SHEET: 5 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
BONITA SPRINGS, FL 34135  
P: 239-405-7777 F: 239-405-7899  
EMAIL: info@waldropengineering.com

Together with

**LT RANCH ADDITIONAL PARCEL "A"**

**DESCRIPTION:** A parcel of land lying in Sections 27, 28 and 33, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet to the **POINT OF BEGINNING**; thence S.62°30'49"E., a distance of 261.37 feet to the centerline of a Sarasota County Permanent Easement, recorded in Official Records Book 527, Page 36, of the Public Records of Sarasota County, Florida; thence Southerly along the said centerline, S.27°29'11"W., a distance of 706.58 feet; thence N.62°30'49"W., a distance of 803.59 feet; thence N.59°41'19"E., a distance of 131.53 feet; thence N.32°07'28"E., a distance of 81.84 feet; thence N.57°04'43"E., a distance of 48.69 feet; thence N.84°12'20"E., a distance of 105.61 feet; thence S.19°50'54"E., a distance of 87.77 feet; thence N.27°29'11"E., a distance of 472.90 feet; thence S.62°30'49"E., a distance of 288.63 feet to the **POINT OF BEGINNING**.

Containing 10.078 acres, more or less.

Together with

**LT RANCH ADDITIONAL PARCEL "B"**

**DESCRIPTION:** A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet; thence N.62°30'49"W., a distance of 288.63 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet; thence N.43°40'55"W., a distance of 50.55 feet; thence N.88°09'08"E., a distance of 13.22 feet; thence N.68°57'37"E., a distance of 20.59 feet; thence N.55°00'32"E., a distance of 27.49 feet; thence N.43°21'45"E., a distance of 23.32 feet; thence N.46°23'50"E., a distance of 24.79 feet; thence N.42°52'46"E., a distance of 14.61 feet; thence N.51°22'55"E., a distance of 42.08 feet; thence N.28°57'29"W., a distance of 85.01 feet; thence N.43°37'04"E., a distance of 93.41 feet; thence N.37°15'47"E., a distance of 58.78 feet; thence N.22°32'15"E., a distance of 158.16 feet; thence N.08°19'05"E., a distance of 62.59 feet; thence N.03°46'48"E., a distance of 149.74 feet; thence N.25°25'22"E., a distance of 174.19 feet; thence N.08°46'38"W., a distance of 182.89 feet; thence N.42°13'41"W., a distance of 464.45 feet; thence N.85°47'13"W., a distance of 58.85 feet; thence S.27°29'11"W., a distance of 6.91 feet; thence N.62°30'49"W., a distance of 16.08 feet to the **POINT OF BEGINNING**; thence N.85°47'13"W., a distance of 15.67 feet; thence N.85°47'14"W., a distance of 707.72 feet; thence S.82°50'50"W., a distance of 168.62 feet; thence N.25°29'14"W., a distance of 277.15 feet; thence Easterly, 593.47 feet along the arc of a non-tangent curve to the right having a radius of 660.08 feet and a central angle of 51°30'52" (chord bearing S.89°44'01"E., 573.68 feet); thence S.63°58'35"E., a distance of 104.93 feet; thence S.51°46'21"E., a distance of 112.78 feet; thence Southeasterly, 111.63 feet along the arc of a non-tangent curve to the left having a radius of 207.60 feet and a central angle of 30°48'28" (chord bearing S.47°06'36"E., 110.29 feet); thence S.62°30'49"E., a distance of 192.35 feet to the **POINT OF BEGINNING**.

Containing 4.603 acres, more or less.

Together with

**LT RANCH ADDITIONAL PARCEL "C"**

**DESCRIPTION:** A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 28, run thence along the North boundary of said Section 28, N.89°42'20"W., a distance of 1782.38 feet to a point on the Centerline of a 150.00 foot wide Access Easement, according to that certain Agreement recorded in Official Records Instrument 2015078648, of the Public Records of Sarasota County, Florida; thence along said Centerline of the 150.00 foot wide Access Easement, the following two (2) courses: 1) Southwesterly, 310.53 feet along the arc of a non-tangent curve to the right having a radius of 955.00 feet and a central angle of 18°37'49" (chord bearing S.54°15'23"W., 309.16 feet); 2) S.63°34'18"W., a distance of 150.23 feet; thence S.34°59'27"E., a distance of 75.85 feet to a point on the Easterly boundary of the aforesaid 150.00 foot wide Access Easement; thence along said Easterly boundary of the 150.00 foot wide Access Easement, S.63°34'18"W., a distance of 133.23 feet to the **POINT OF BEGINNING**; thence S.26°25'42"E., a distance of 59.84 feet; thence Southeasterly, 29.09 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 33°19'58" (chord bearing S.43°05'41"E., 28.68 feet); thence S.59°45'40"E., a distance of 205.44 feet; thence S.59°40'09"E., a distance of 129.94 feet; thence Southeasterly, 56.58 feet along the arc of a non-tangent curve to the left having a radius of 265.00 feet and a central angle of 12°14'02" (chord bearing S.44°27'52"E., 56.48 feet); thence S.50°34'53"E., a distance of 62.56 feet; thence S.50°34'53"E., a distance of 132.53 feet; thence S.07°38'28"W., a distance of 257.57 feet; thence N.83°09'30"W., a distance of 151.38 feet; thence S.47°17'20"W., a distance of 43.50 feet; thence S.69°14'28"W., a distance of 46.90 feet; thence S.69°14'28"W., a distance of 59.15 feet; thence N.88°25'30"W., a distance of 26.84 feet; thence S.36°22'38"W., a distance of 65.59 feet; thence S.20°09'32"W., a distance of 38.76 feet; thence S.45°23'03"E., a distance of 22.98 feet; thence S.19°16'38"W., a distance of 36.21 feet; thence S.61°37'47"E., a distance of 67.21 feet; thence S.66°23'57"E., a distance of 66.02 feet; thence S.64°48'41"E., a distance of 90.24 feet; thence S.43°52'37"E., a distance of 119.82 feet; thence N.89°36'36"E., a distance of 73.34 feet; thence S.25°19'23"E., a distance of 383.82 feet; thence S.62°37'24"W., a distance of 282.16 feet; thence Southwesterly, 107.66 feet along the arc of a tangent curve to the right having a radius of 820.00 feet and a central angle of 07°31'21" (chord bearing S.66°23'04"W., 107.58 feet); thence Westerly, 88.91 feet along the arc of a compound curve to the right having a radius of 1825.01 feet and a central angle of 02°47'29" (chord bearing S.71°32'29"W., 88.90 feet); thence Westerly, 262.22 feet along the arc of a compound curve to the right having a radius of 1825.00 feet and a central angle of 08°13'57" (chord bearing S.77°03'12"W., 262.00 feet); thence N.77°46'44"W., a distance of 43.00 feet; thence S.83°57'54"W., a distance of 583.45 feet; thence S.05°57'59"E., a distance of 151.37 feet; thence Southwesterly, 100.66 feet along the arc of a non-tangent curve to the left having a radius of 89.00 feet and a central angle of 64°47'58" (chord bearing S.46°24'39"W., 95.38 feet); thence S.14°00'40"W., a distance of 50.02 feet; thence N.75°59'20"W., a distance of 176.00 feet to a point on the aforesaid Easterly boundary of the 150.00 foot wide Access Easement; thence along said Easterly boundary of the 150.00 foot wide Access Easement, the following three (3) courses: 1) N.14°00'40"E., a distance of 1326.10 feet; 2) Northeasterly, 759.14 feet along the arc of a tangent curve to the right having a radius of 880.00 feet and a central angle of 49°25'35" (chord bearing N.38°43'27"E., 735.82 feet); 3) N.63°30'16"E., a distance of 120.96 feet to the **POINT OF BEGINNING**.

Containing 37.431 acres, more or less.

Together with

**LT RANCH ADDITIONAL PARCEL "D"**

**DESCRIPTION:** A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet; thence N.62°30'49"W., a distance of 288.63 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet to the **POINT OF BEGINNING**; thence N.43°40'55"W., a distance of 50.55 feet; thence N.88°09'08"E., a distance of 13.22 feet; thence N.68°57'37"E., a distance of 20.59 feet; thence N.55°00'32"E., a distance of 27.49 feet; thence N.43°21'45"E., a distance of 23.32 feet; thence N.46°23'50"E., a distance of 24.79 feet; thence N.42°52'46"E., a distance of 14.61 feet; thence N.51°22'55"E., a distance of 42.08 feet; thence N.28°57'29"W., a distance of 85.01 feet; thence N.46°18'09"E., a distance of 65.83 feet; thence N.37°15'41"E., a distance of 86.61 feet; thence N.22°32'15"E., a distance of 158.16 feet; thence N.08°19'05"E., a distance of 62.59 feet; thence N.03°46'48"E., a distance of 149.74 feet; thence N.25°25'22"E., a distance of 174.19 feet; thence N.08°46'38"W., a distance of 182.89 feet; thence N.42°13'41"W., a distance of 464.45 feet; thence N.85°47'13"W., a distance of 58.85 feet; thence N.27°29'11"E., a distance of 707.53 feet; thence S.62°54'32"E., a distance of 160.58 feet; thence Southerly, 279.03 feet along the arc of a non-tangent curve to the left having a radius of 465.00 feet and a central angle of 34°22'51" (chord bearing S.03°14'00"E., 274.86 feet); thence S.20°25'26"E., a distance of 594.24 feet; thence Southerly, 33.15 feet along the arc of a tangent curve to the right having a radius of 610.00 feet and a central angle of 03°06'50" (chord bearing S.18°52'01"E., 33.15 feet); thence S.38°07'30"W., a distance of 126.41 feet; thence S.39°18'35"E., a distance of 85.19 feet; thence S.20°16'20"E., a distance of 120.10 feet; thence S.09°32'18"W., a distance of 150.84 feet; thence S.39°49'25"W., a distance of 261.29 feet; thence S.62°30'49"E., a distance of 6.34 feet; thence S.46°19'05"W., a distance of 615.59 feet to the **POINT OF BEGINNING**.

Containing 13.684 acres, more or less.

All Together Containing 1,003.100 acres, more or less.

**LT RANCH**

**EXHIBIT 4 - LEGAL DESCRIPTION (2 OF 2)**

PREPARED FOR:

**TAYLOR MORRISON OF FLORIDA, INC.**  
551 NORTH CATTLEMEN ROAD  
SARASOTA, FLORIDA 34232  
PHONE: (941) 371-0008 FAX: (941) 371-7998

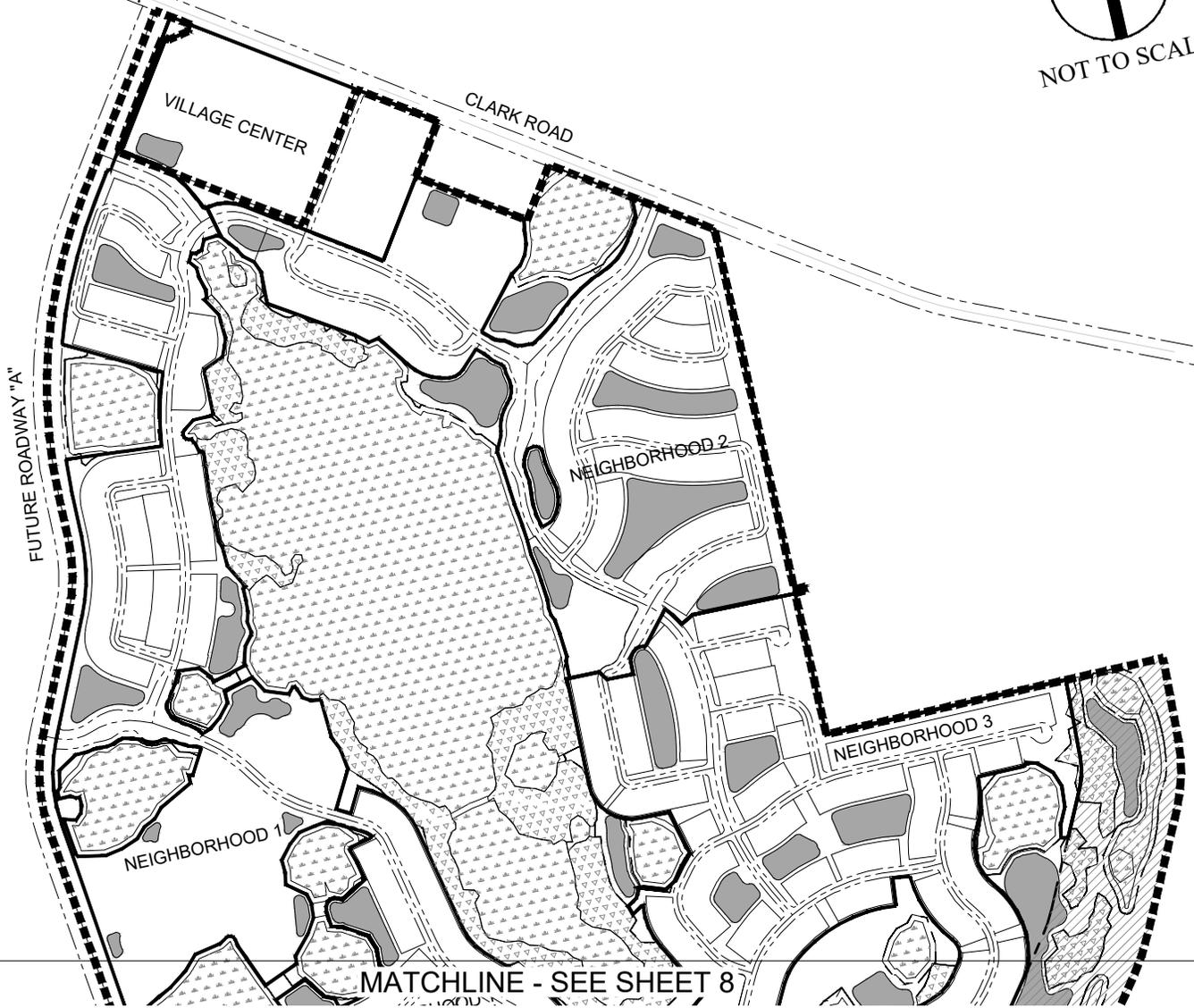
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15,16,21,22, 37S 19E  
27,28,33  
SARASOTA COUNTY, FLORIDA

FILE NAME: 386050105.dwg  
SHEET: 6 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
BONITA SPRINGS, FL 34135  
P: 239-405-7777 F: 239-405-7899  
EMAIL: info@waldropengineering.com



**LEGEND**

- |  |   |
|--|---|
|  PROPOSED CDD BOUNDARY |  MESIC HAMMOCK PRESERVE  |
|  PROPOSED LAKE         |  WETLAND MITIGATION AREA |
|  GREENWAY              |  WETLAND CREATION AREA   |
|  WETLAND PRESERVE      |  NEIGHBORHOOD BOUNDARY   |

**LT RANCH**

**EXHIBIT 5 - SITE PLAN NORTH**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

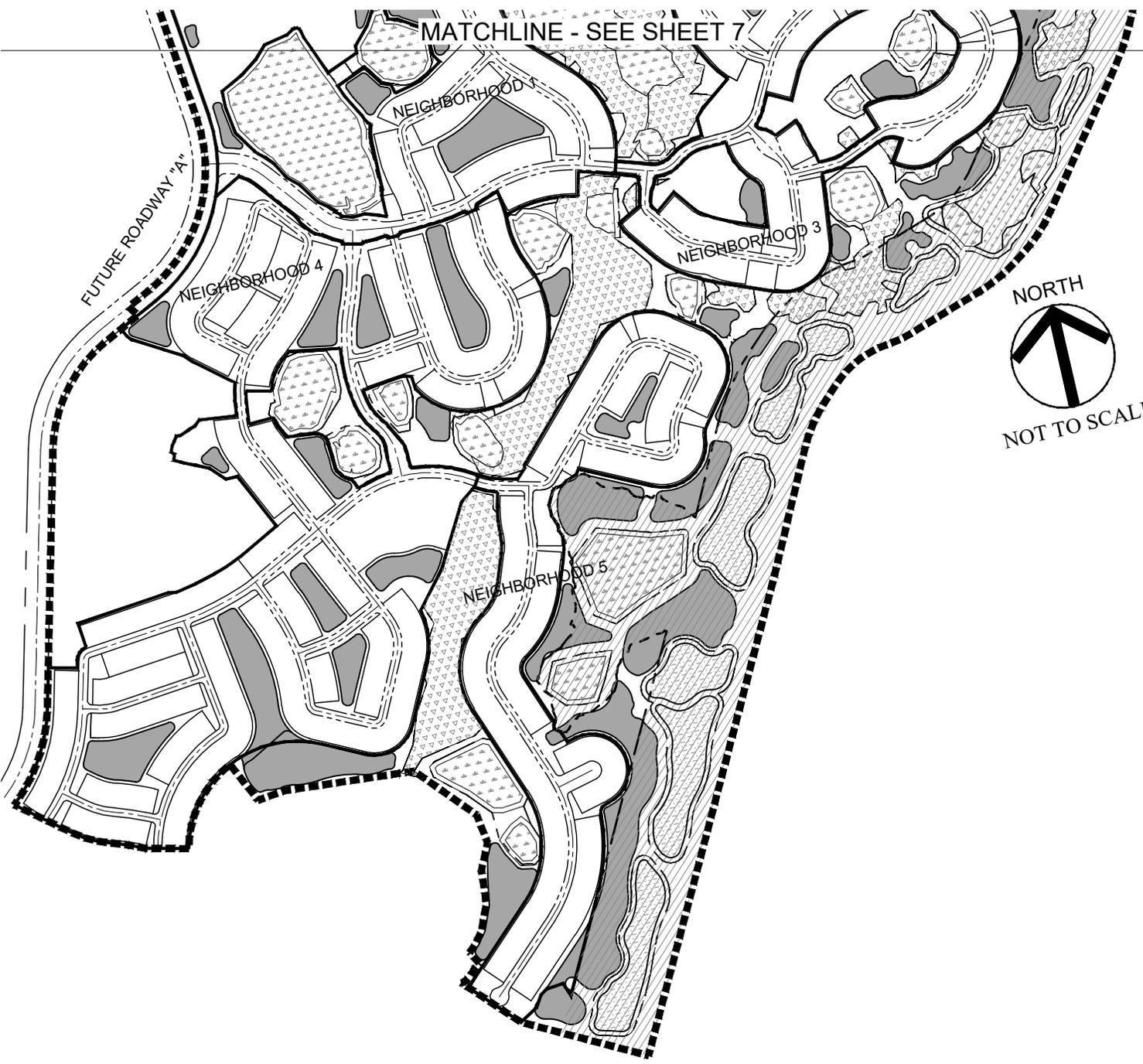
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 SHEET: 7 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

MATCHLINE - SEE SHEET 7



### LEGEND

-  PROPOSED CDD BOUNDARY
-  PROPOSED LAKE
-  GREENWAY
-  WETLAND PRESERVE
-  MESIC HAMMOCK PRESERVE
-  WETLAND MITIGATION AREA
-  WETLAND CREATION AREA
-  NEIGHBORHOOD BOUNDARY

## LT RANCH

## EXHIBIT 5 - SITE PLAN SOUTH

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
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 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050107.dwg  
 SHEET: 8 OF 25

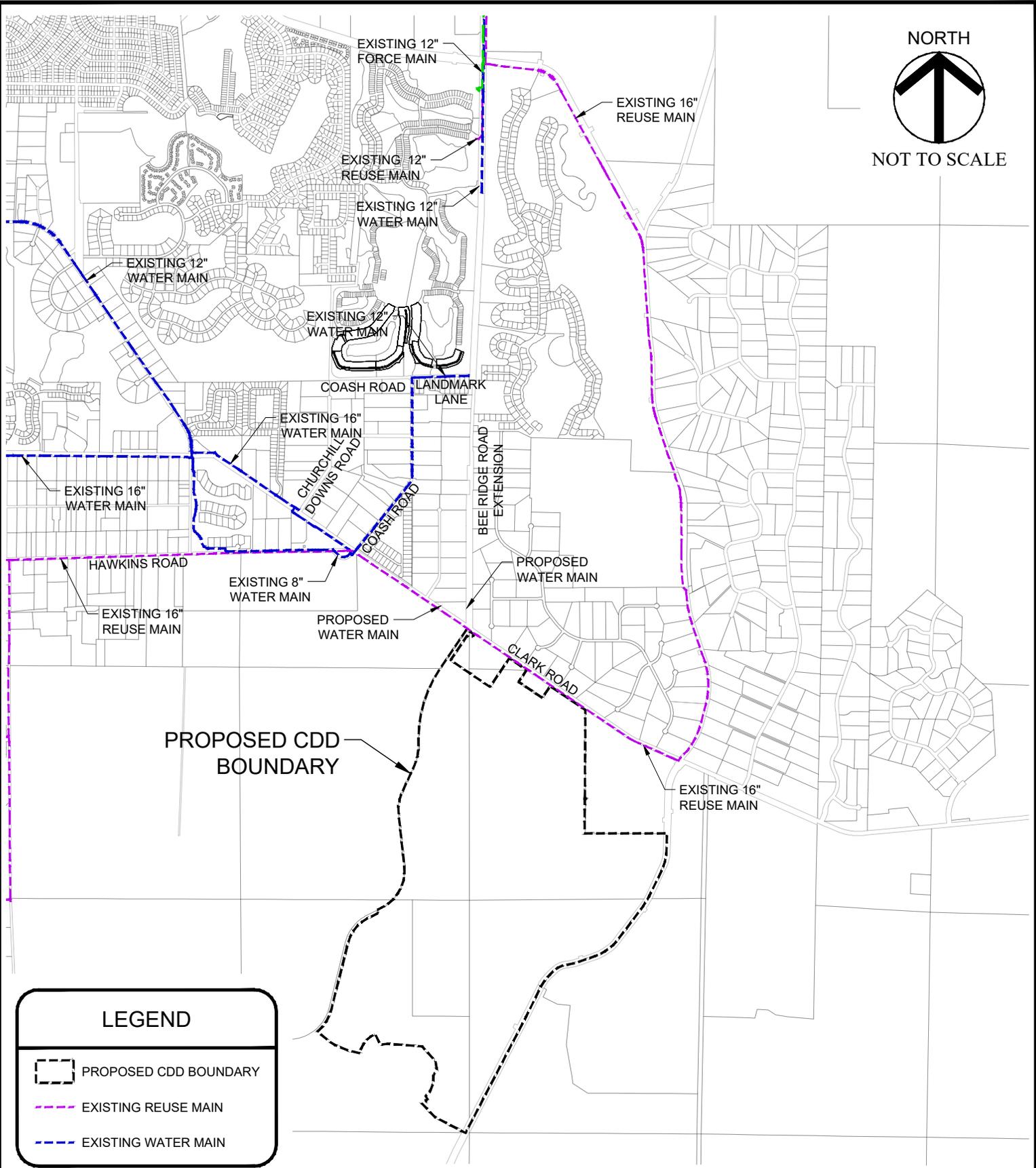
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 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



NORTH  
NOT TO SCALE



**LEGEND**

-  PROPOSED CDD BOUNDARY
-  EXISTING REUSE MAIN
-  EXISTING WATER MAIN

**LT RANCH**

**EXHIBIT 6 - OFF-SITE EXISTING UTILITY MAP (1 OF 3)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
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 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050109.dwg  
 SHEET: 9 OF 25

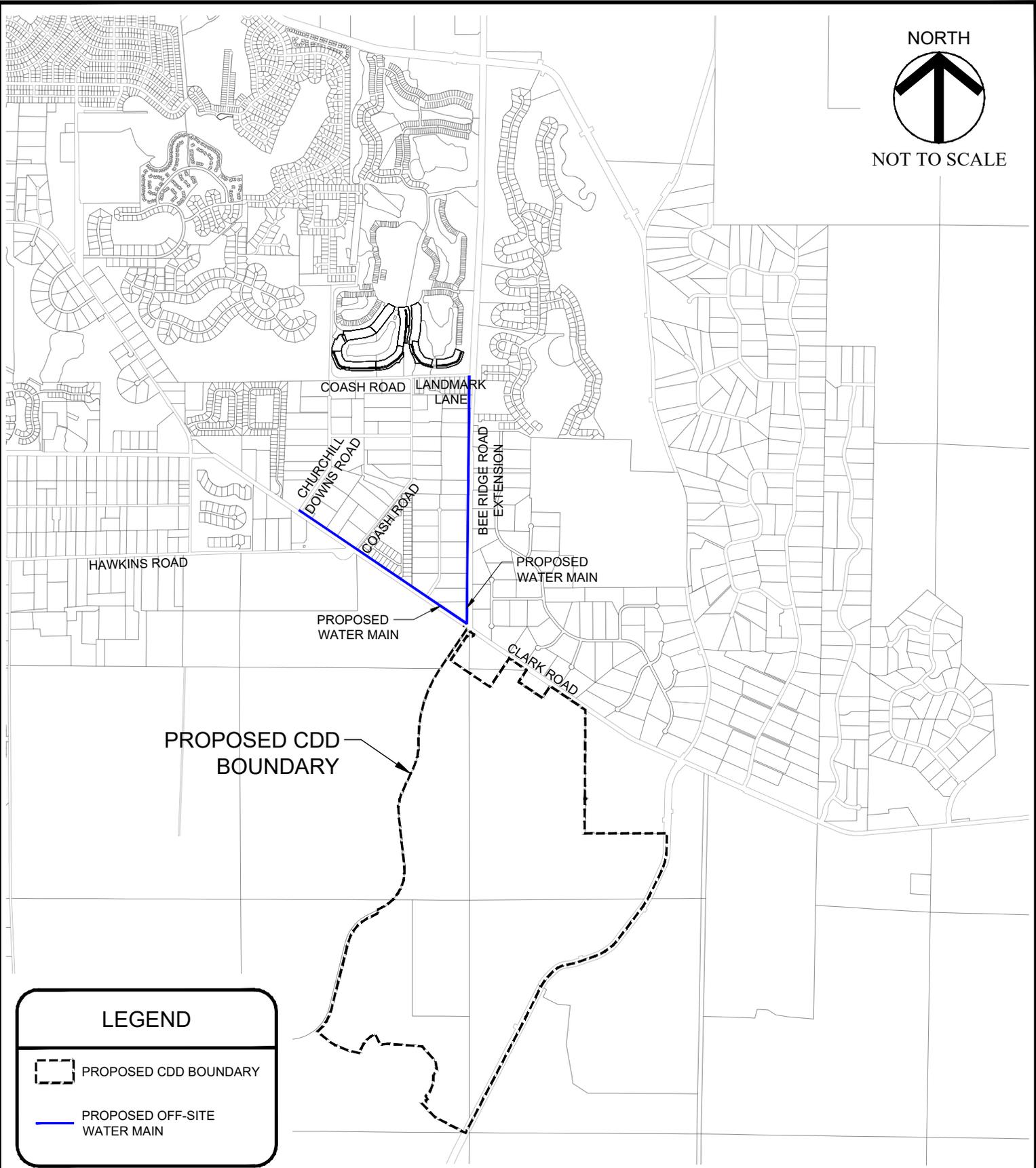
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**WALDROP**  
**ENGINEERING**  
 CIVIL ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



NORTH  
NOT TO SCALE



**LEGEND**

- PROPOSED CDD BOUNDARY
- PROPOSED OFF-SITE WATER MAIN

**LT RANCHEXHIBIT 6 - OFF-SITE POTABLE WATER UTILITY MAP (2 OF 3)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050109.dwg  
 SHEET: 10 OF 25

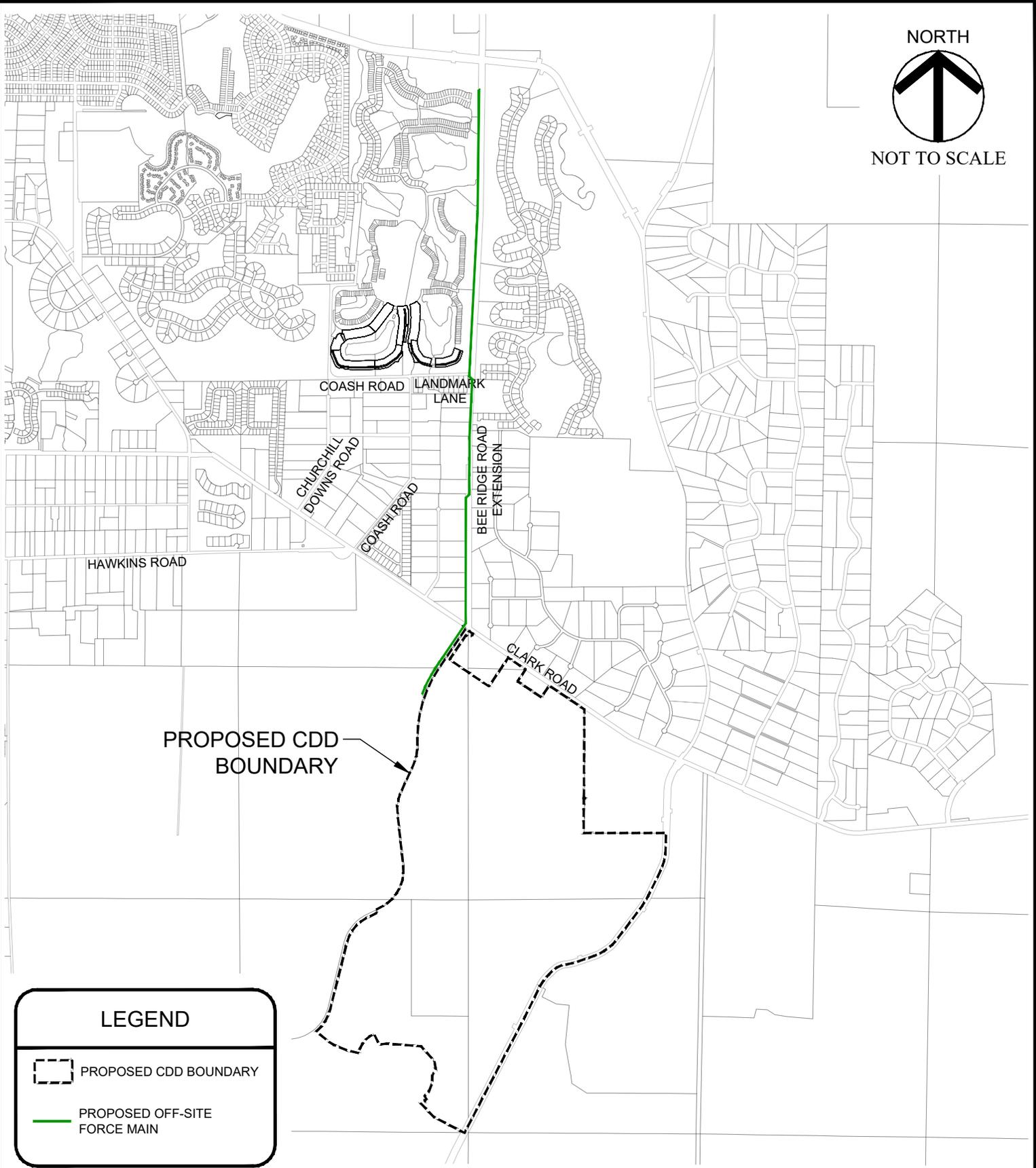
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**WALDROP**  
**ENGINEERING**  
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 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



NORTH  
NOT TO SCALE



PROPOSED CDD  
BOUNDARY

**LEGEND**

 PROPOSED CDD BOUNDARY

 PROPOSED OFF-SITE  
FORCE MAIN

**LT RANCHEXHIBIT 6 - OFF-SITE SANITARY SEWER UTILITY MAP (3 OF 3)**

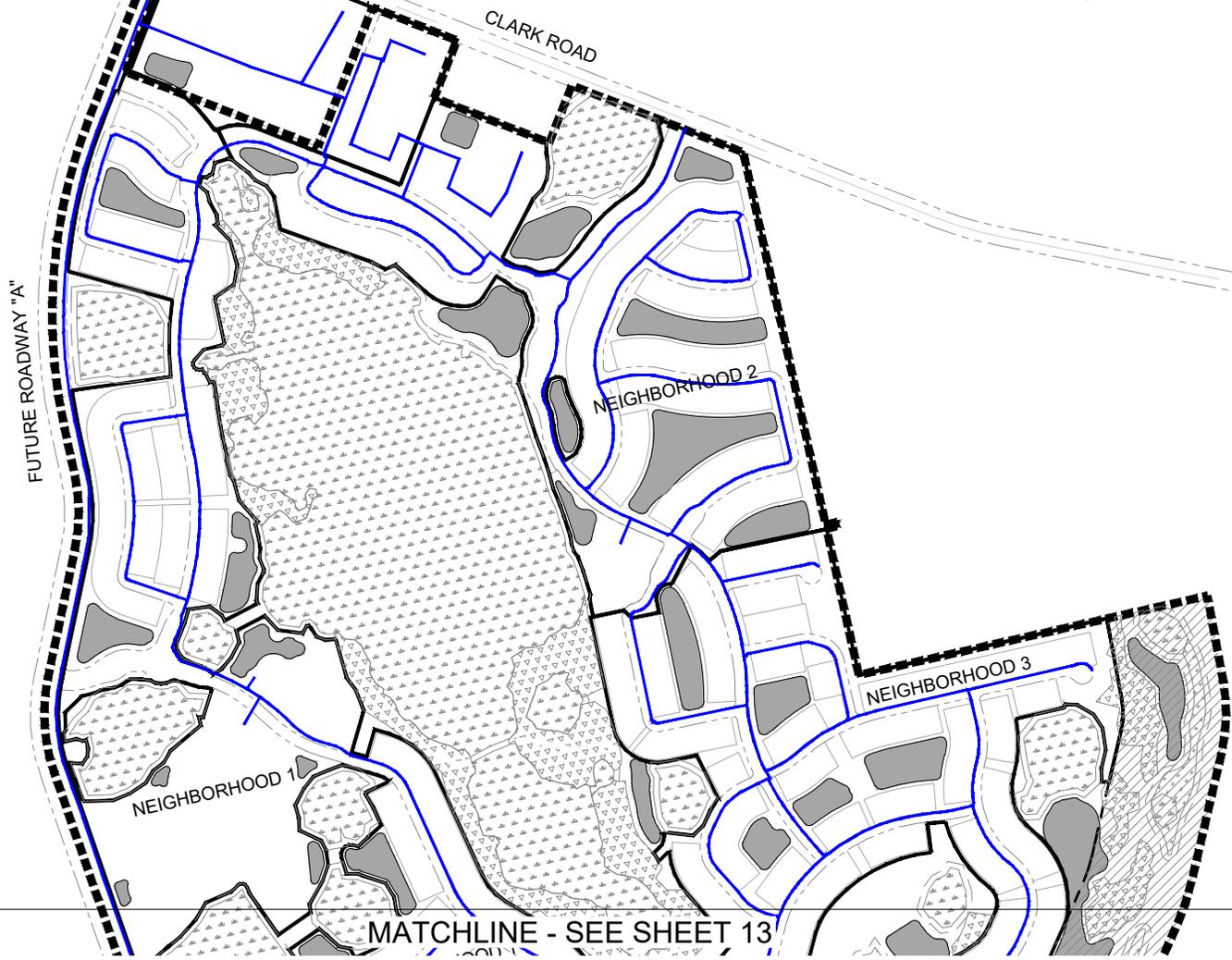
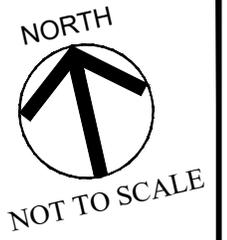
PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
551 NORTH CATTLEMEN ROAD  
SARASOTA, FLORIDA 34232  
PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
15,16,21,22, 37S 19E  
27,28,33  
SARASOTA COUNTY, FLORIDA  
FILE NAME: 386050109.dwg  
SHEET: 11 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
BONITA SPRINGS, FL 34135  
P: 239-405-7777 F: 239-405-7899  
EMAIL: info@waldropengineering.com



LEGEND	
	PROPOSED CDD BOUNDARY
	PROPOSED LAKE
	GREENWAY
	WETLAND PRESERVE
	MESIC HAMMOCK PRESERVE
	WETLAND MITIGATION AREA
	WETLAND CREATION AREA
	PROPOSED WATER MAIN

**LT RANCH**

**EXHIBIT 7 - WATER FACILITIES EXHIBIT (1 OF 2)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

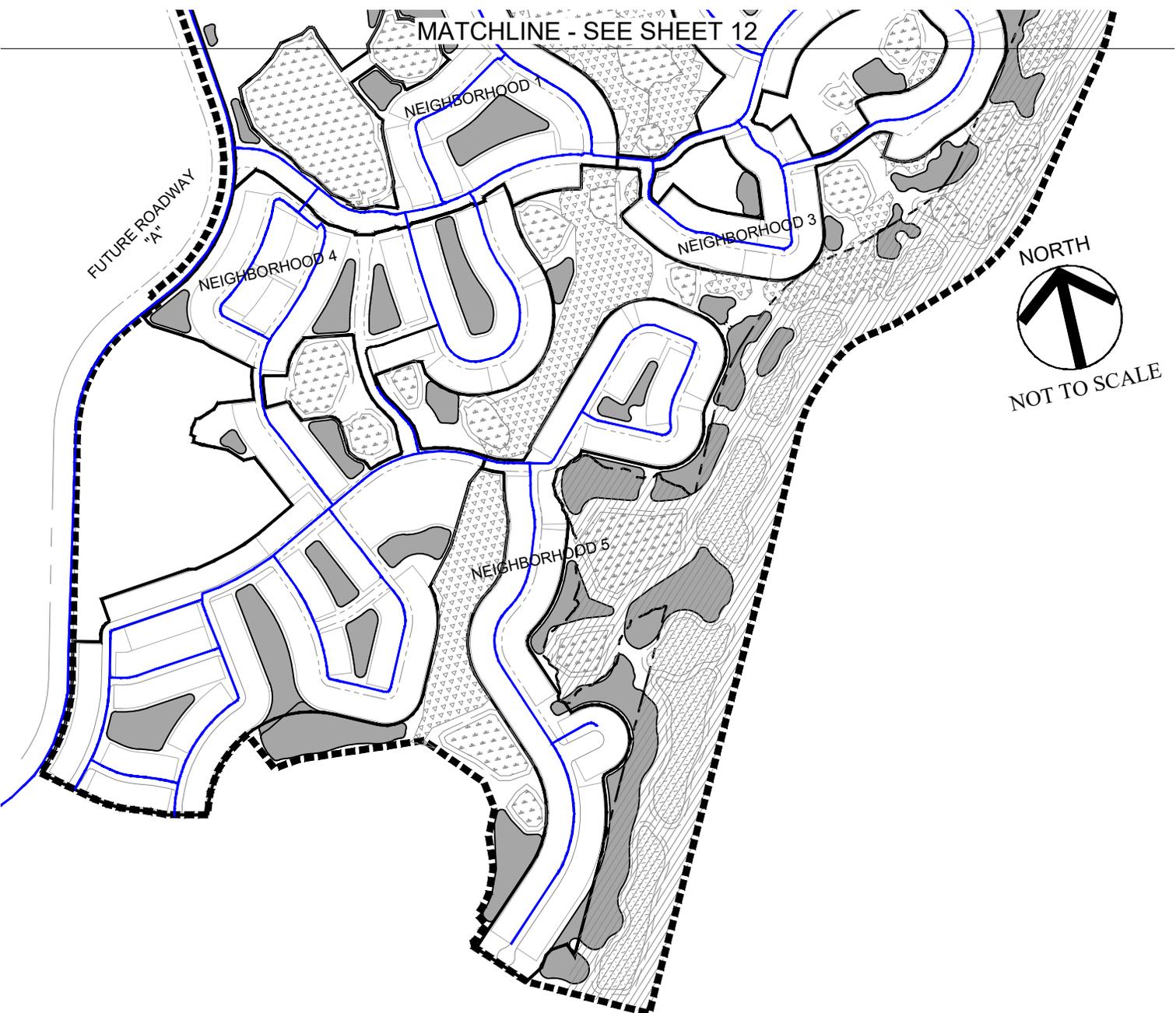
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 SHEET: 12 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

MATCHLINE - SEE SHEET 12



### LEGEND

- |  |   |
|--|---|
|  PROPOSED CDD BOUNDARY |  MESIC HAMMOCK PRESERVE  |
|  PROPOSED LAKE         |  WETLAND MITIGATION AREA |
|  GREENWAY              |  WETLAND CREATION AREA   |
|  WETLAND PRESERVE      |  PROPOSED WATER MAIN     |

## LT RANCH

## EXHIBIT 7 - WATER FACILITIES EXHIBIT (2 OF 2)

PREPARED FOR:

**TAYLOR MORRISON OF FLORIDA, INC.**

551 NORTH CATTLEMEN ROAD  
SARASOTA, FLORIDA 34232

PHONE: (941) 371-0008 FAX: (941) 371-7998

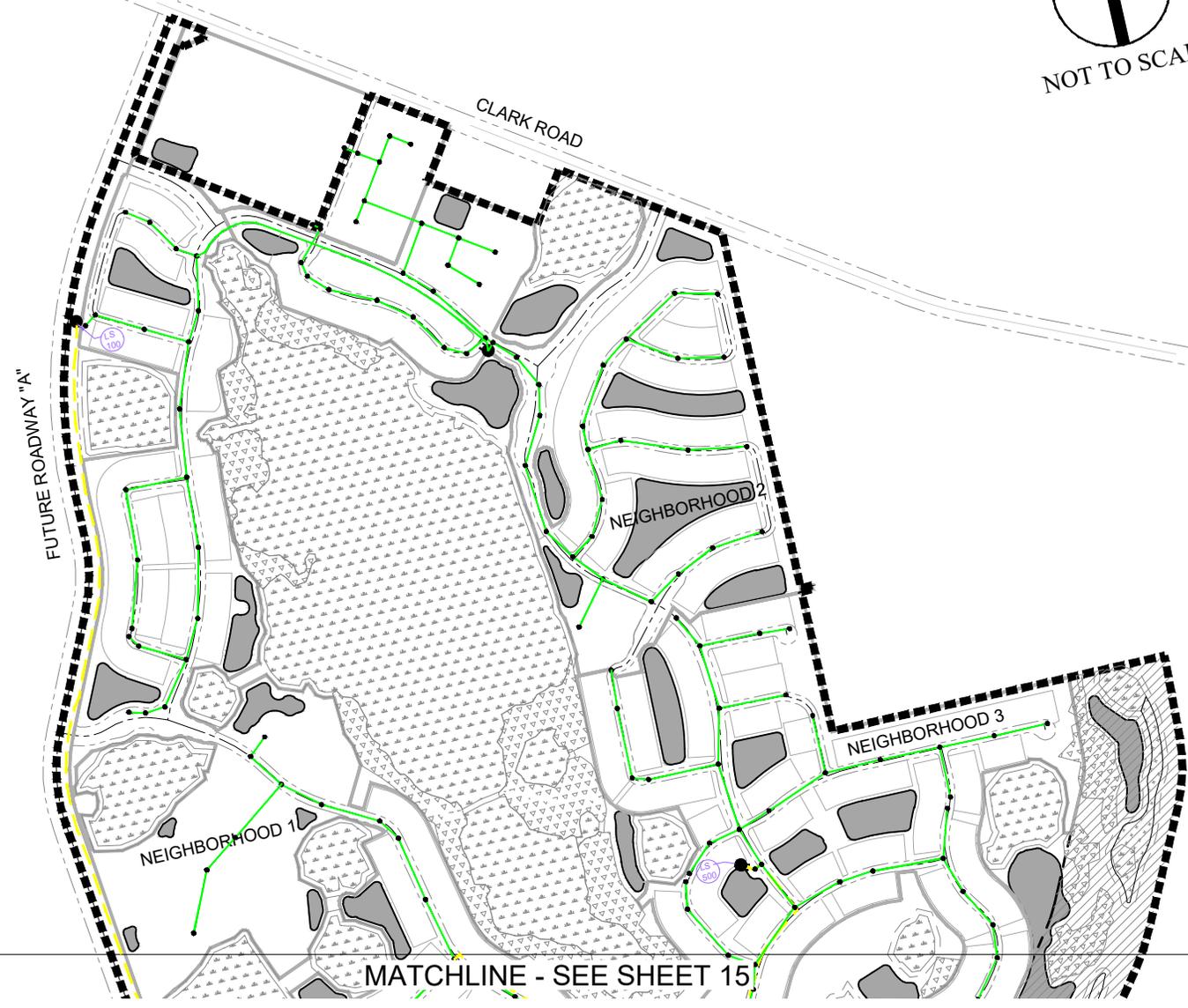
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15,16,21,22, 37S 19E  
27,28,33  
SARASOTA COUNTY, FLORIDA

FILE NAME: 386050112.dwg  
SHEET: 13 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
BONITA SPRINGS, FL 34135  
P: 239-405-7777 F: 239-405-7899  
EMAIL: info@waldropengineering.com



MATCHLINE - SEE SHEET 15

### LEGEND

- PROPOSED CDD BOUNDARY
- PROPOSED LAKE
- GREENWAY
- WETLAND PRESERVE
- MESIC HAMMOCK PRESERVE
- WETLAND MITIGATION AREA
- WETLAND CREATION AREA
- PROPOSED SANITARY SEWER
- PROPOSED FORCE MAIN
- PROPOSED PUMP STATION

## LT RANCH EXHIBIT 8 - SANITARY SEWER FACILITIES EXHIBIT (1 OF 2)

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050114.dwg  
 SHEET: 14 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

MATCHLINE - SEE SHEET 14

FUTURE ROADWAY  
"A"

NEIGHBORHOOD 4

NEIGHBORHOOD 3



NEIGHBORHOOD 5

### LEGEND

-  PROPOSED CDD BOUNDARY
-  PROPOSED LAKE
-  GREENWAY
-  WETLAND PRESERVE
-  MESIC HAMMOCK PRESERVE
-  WETLAND MITIGATION AREA
-  WETLAND CREATION AREA
-  PROPOSED SANITARY SEWER
-  PROPOSED FORCE MAIN
-  PROPOSED PUMP STATION

## LT RANCH EXHIBIT 8 - SANITARY SEWER FACILITIES EXHIBIT (2 OF 2)

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

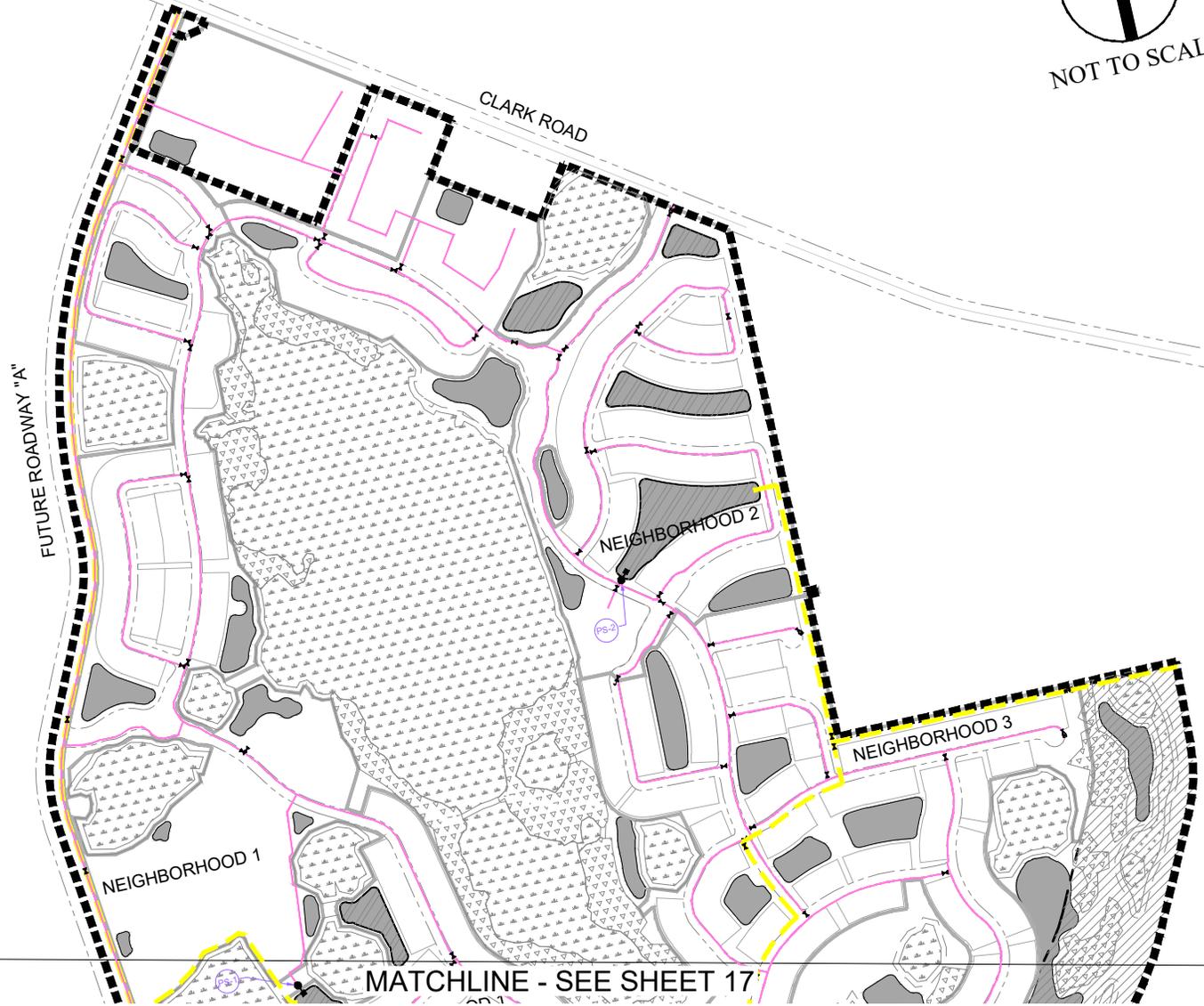
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 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050114.dwg  
 SHEET: 15 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



**LEGEND**

- |  |                                |  |                          |
|--|--------------------------------|--|--------------------------|
|  | PROPOSED CDD BOUNDARY          |  | MESIC HAMMOCK PRESERVE   |
|  | PROPOSED LAKE                  |  | WETLAND MITIGATION AREA  |
|  | GREENWAY                       |  | WETLAND CREATION AREA    |
|  | WETLAND PRESERVE               |  | PROPOSED IRRIGATION MAIN |
|  | PROPOSED IRRIGATION REUSE LAKE |  | PROPOSED REUSE MAIN      |
|  | PROPOSED PUMPSTATION           |  |                          |

**LT RANCH**

**EXHIBIT 9 - IRRIGATION FACILITIES EXHIBIT (1 OF 2)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

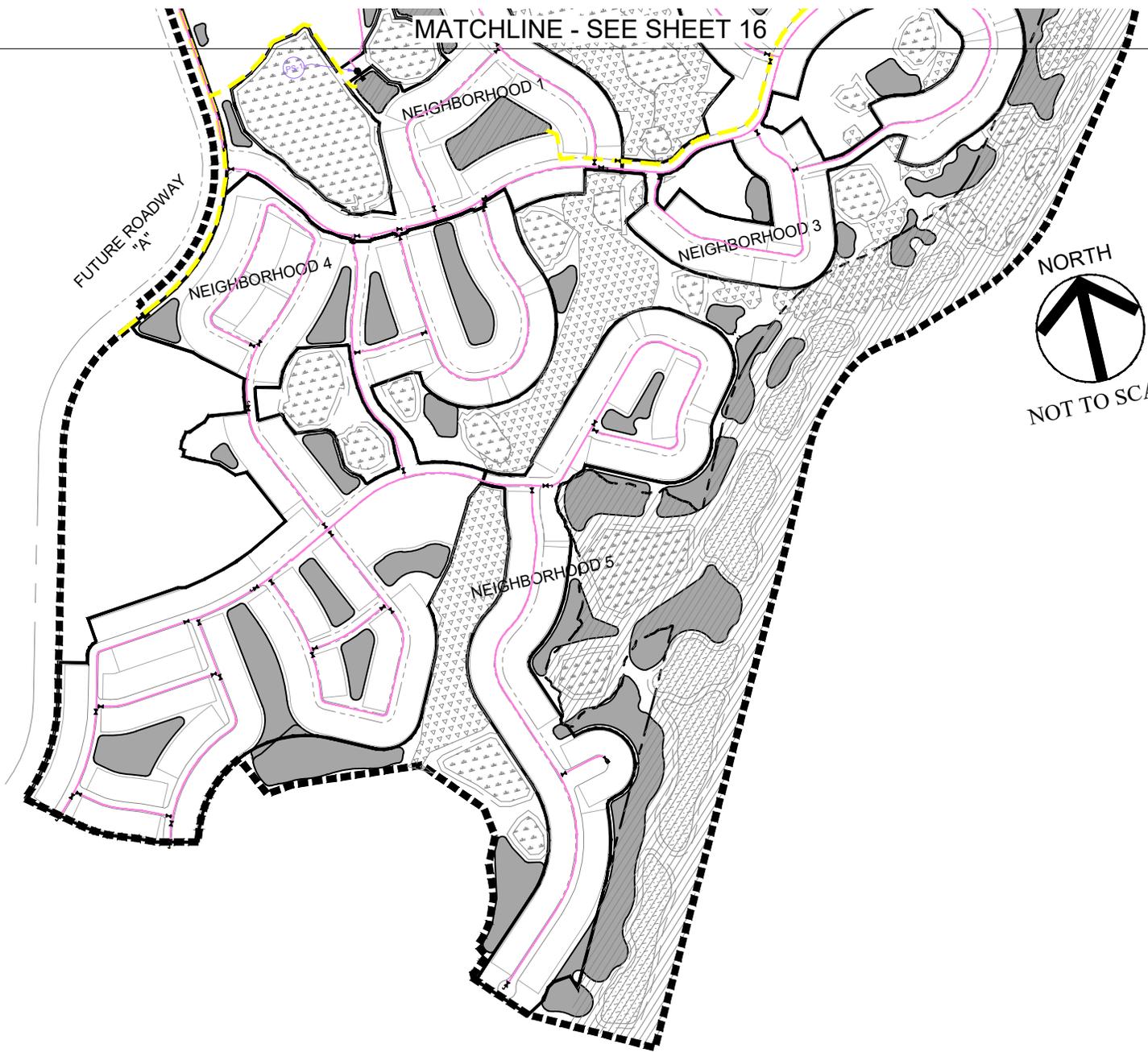
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 27,28,33  
 SARASOTA COUNTY, FLORIDA  
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 SHEET: 16 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

MATCHLINE - SEE SHEET 16



**LEGEND**

-  PROPOSED CDD BOUNDARY
-  PROPOSED LAKE
-  GREENWAY
-  WETLAND PRESERVE
-  PROPOSED IRRIGATION REUSE LAKE
-  MESIC HAMMOCK PRESERVE
-  WETLAND MITIGATION AREA
-  WETLAND CREATION AREA
-  PROPOSED IRRIGATION MAIN
-  PROPOSED REUSE MAIN
-  PROPOSED PUMPSTATION

**LT RANCH**

**EXHIBIT 9 - IRRIGATION FACILITIES EXHIBIT (2 OF 2)**

PREPARED FOR:

**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

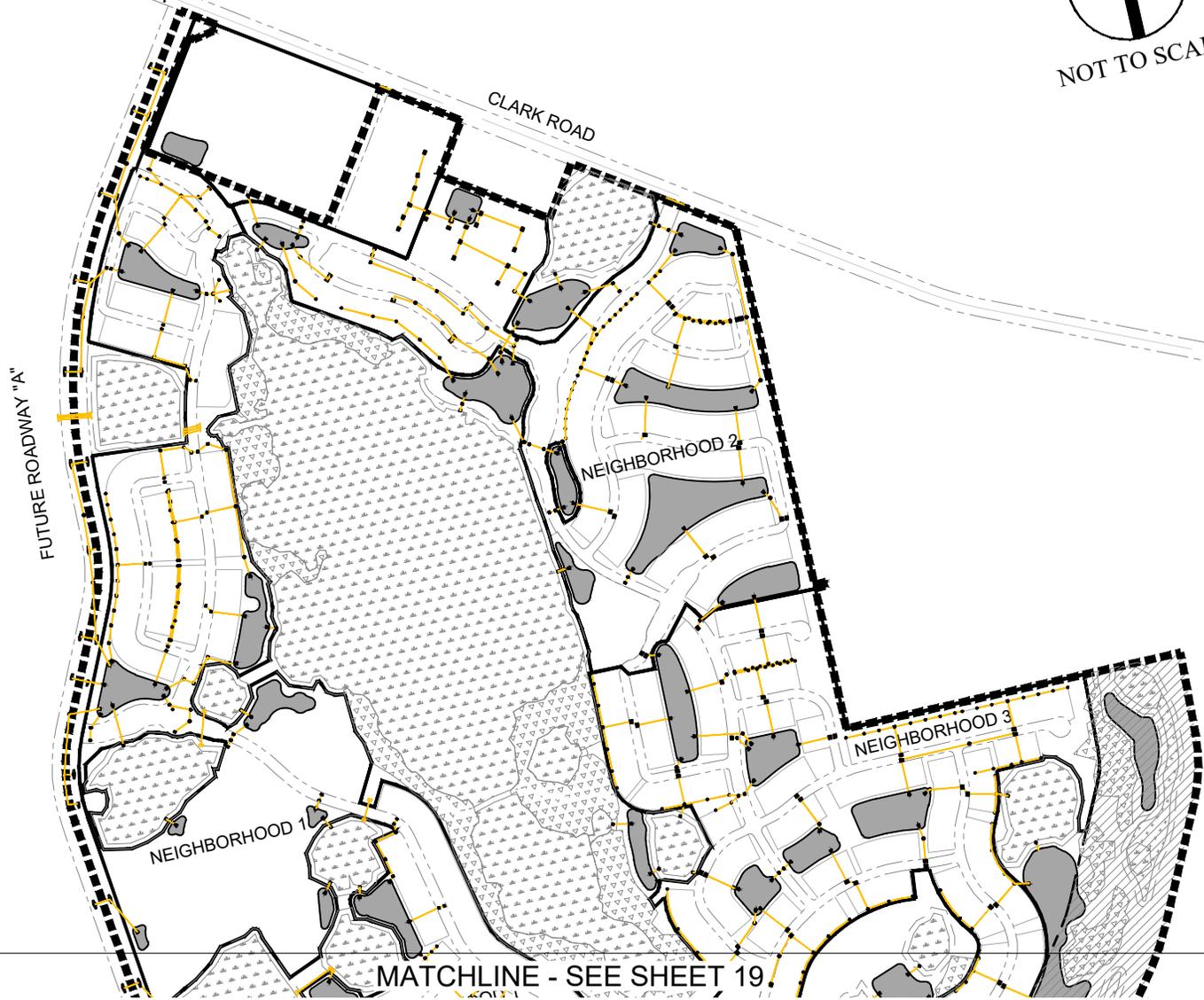
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 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050116.dwg  
 SHEET: 17 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



### LEGEND

- |                       |                         |              |
|-----------------------|-------------------------|--------------|
| PROPOSED CDD BOUNDARY | MESIC HAMMOCK PRESERVE  | YARD DRAIN   |
| PROPOSED LAKE         | WETLAND MITIGATION AREA | GRATE INLET  |
| GREENWAY              | WETLAND CREATION AREA   | JUNCTION BOX |
| WETLAND PRESERVE      | STORM PIPE              | FLARED END   |

## LT RANCH EXHIBIT 10-STORM WATER MANAGEMENT FACILITIES EXHIBIT (1 OF 2)

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

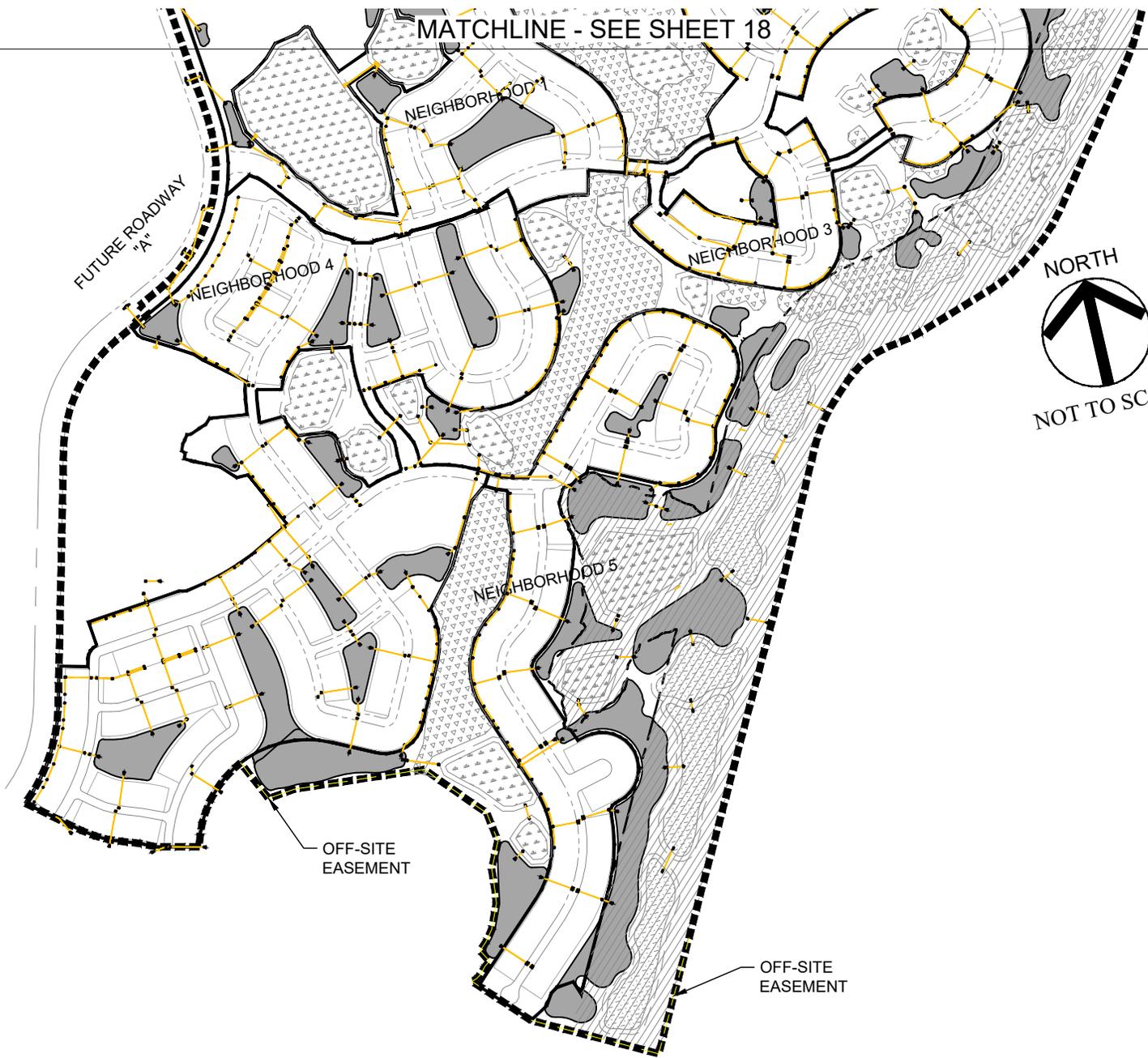
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 SHEET: 18 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

MATCHLINE - SEE SHEET 18



**LEGEND**

- |                       |                         |              |
|-----------------------|-------------------------|--------------|
| PROPOSED CDD BOUNDARY | MESIC HAMMOCK PRESERVE  | YARD DRAIN   |
| PROPOSED LAKE         | WETLAND MITIGATION AREA | GRATE INLET  |
| GREENWAY              | WETLAND CREATION AREA   | JUNCTION BOX |
| WETLAND PRESERVE      | STORM PIPE              | FLARED END   |

**LT RANCH EXHIBIT 10-STORM WATER MANAGEMENT FACILITIES EXHIBIT (2 OF 2)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

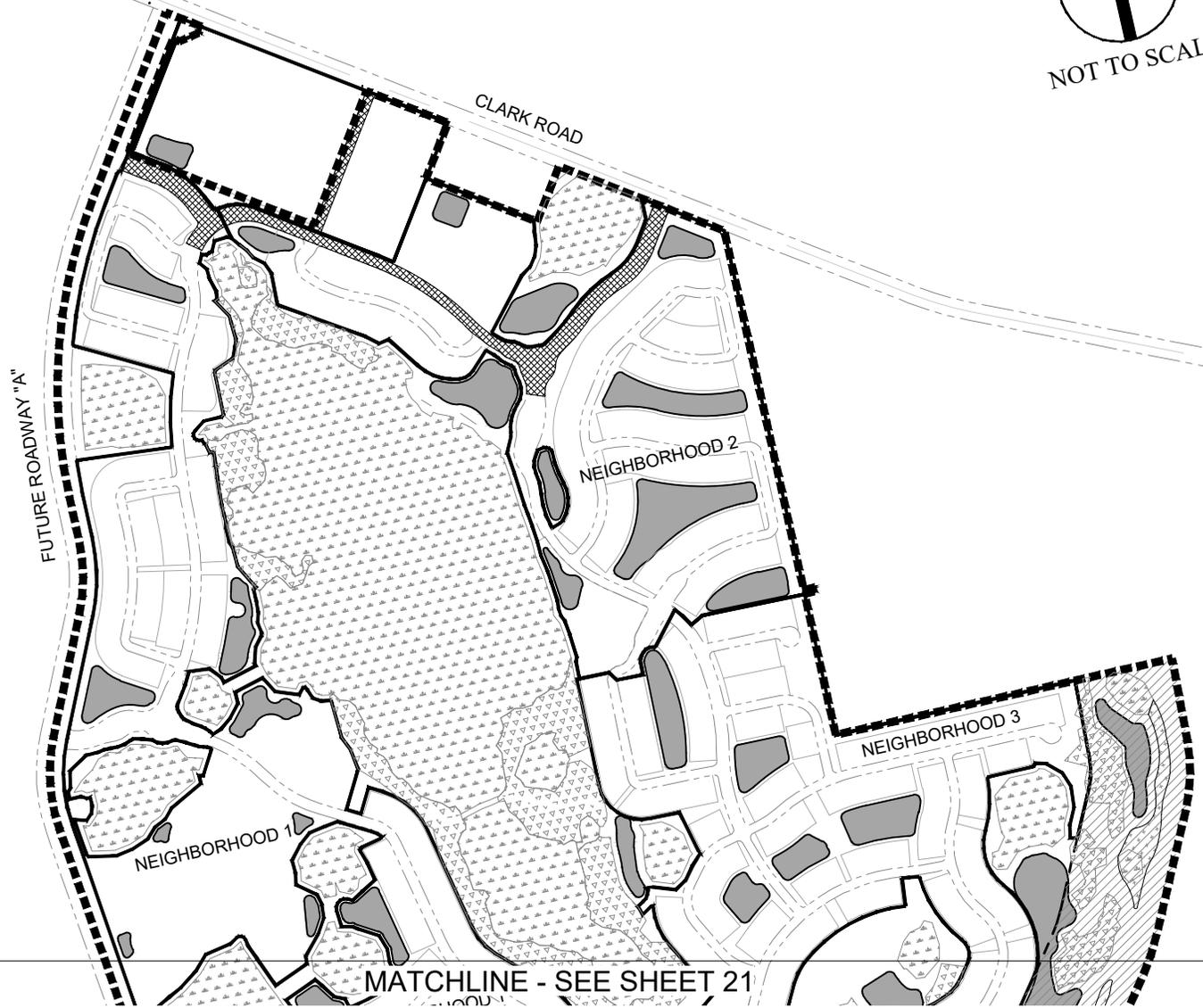
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 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050118.dwg  
 SHEET: 19 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



**LEGEND**

- |  |   |
|--|---|
|  PROPOSED CDD BOUNDARY |  MESIC HAMMOCK PRESERVE  |
|  PROPOSED LAKE         |  WETLAND MITIGATION AREA |
|  GREENWAY              |  WETLAND CREATION AREA   |
|  WETLAND PRESERVE      |  CDD ROADWAY             |

**LT RANCH**

**EXHIBIT 11 - ROADWAY EXHIBIT (1 OF 2)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
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SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

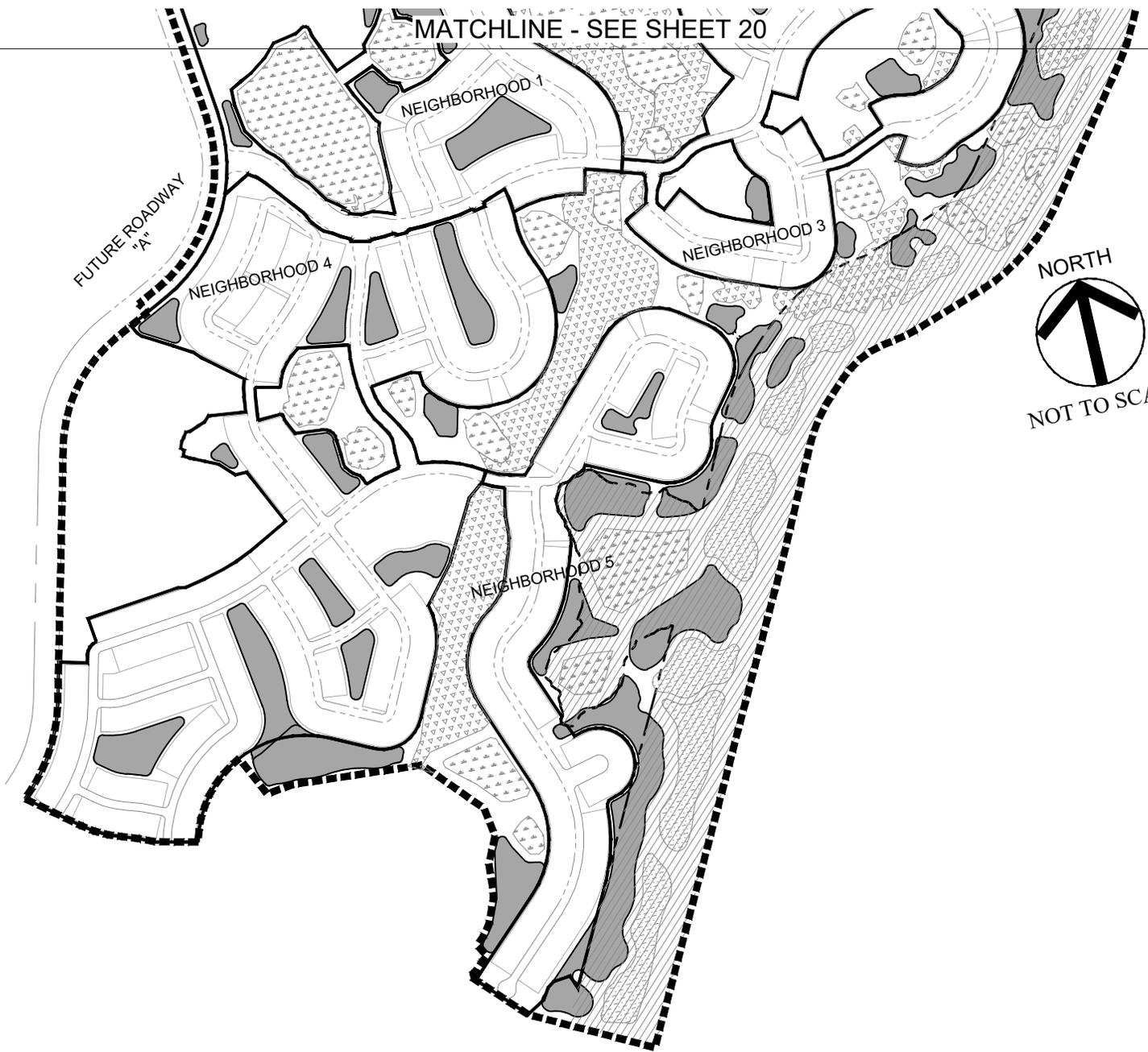
FILE NAME: 386050120.dwg  
 SHEET: 20 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
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MATCHLINE - SEE SHEET 20



LEGEND

-  PROPOSED CDD BOUNDARY
-  PROPOSED LAKE
-  GREENWAY
-  WETLAND PRESERVE
-  MESIC HAMMOCK PRESERVE
-  WETLAND MITIGATION AREA
-  WETLAND CREATION AREA
-  CDD ROADWAY

LT RANCH

EXHIBIT 11 - ROADWAY EXHIBIT (2 OF 2)

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

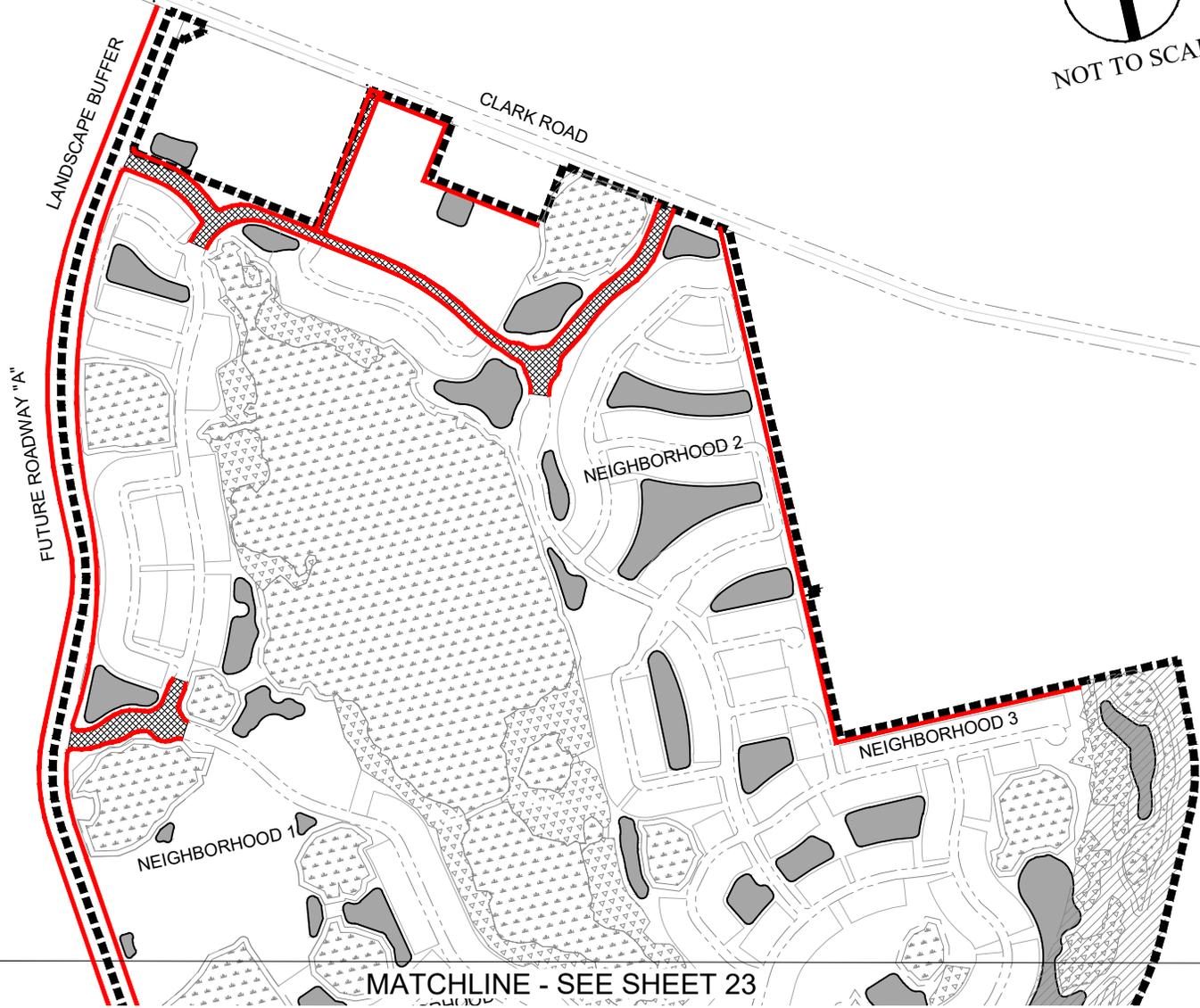
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 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050120.dwg  
 SHEET: 21 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



**LEGEND**

- |  |                       |  |                         |
|--|-----------------------|--|-------------------------|
|  | PROPOSED CDD BOUNDARY |  | MESIC HAMMOCK PRESERVE  |
|  | PROPOSED LAKE         |  | WETLAND MITIGATION AREA |
|  | GREENWAY              |  | WETLAND CREATION AREA   |
|  | WETLAND PRESERVE      |  | CDD LANDSCAPING         |
|  |                       |  | LANDSCAPE BUFFERS       |

**LT RANCH**

**EXHIBIT 12 - EXTERIOR LANDSCAPE EXHIBIT (1 OF 2)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

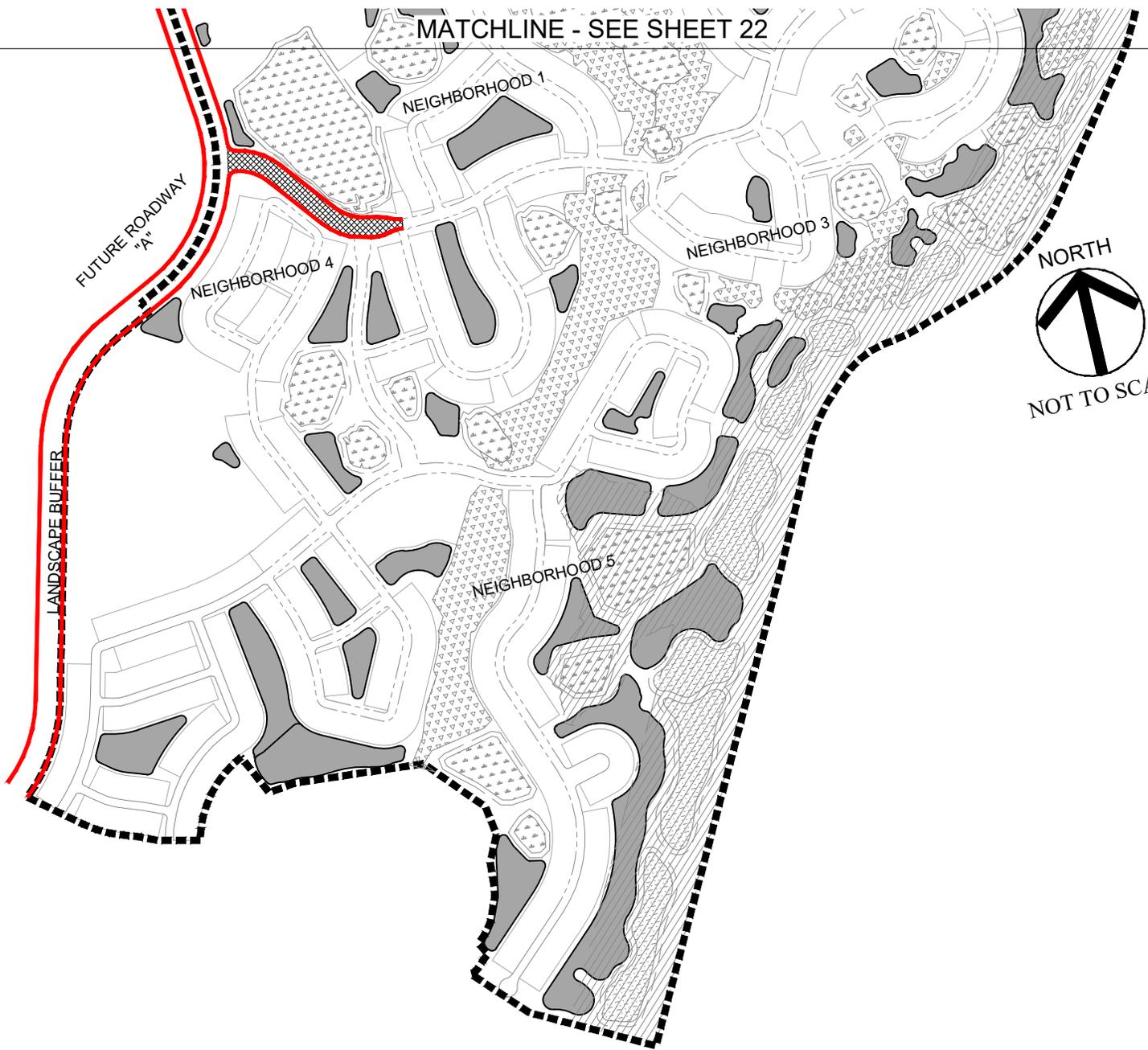
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 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA  
 FILE NAME: 386050122.dwg  
 SHEET: 22 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com

MATCHLINE - SEE SHEET 22



**LEGEND**

- |  |   |   |                         |
|--|---|---|-------------------------|
|  | PROPOSED CDD BOUNDARY   |  | MESIC HAMMOCK PRESERVE  |
|  | PROPOSED LAKE   |  | WETLAND MITIGATION AREA |
|  | GREENWAY  |  | WETLAND CREATION AREA   |
|  | WETLAND PRESERVE  |  | CDD LANDSCAPING         |
|  |  |   | LANDSCAPE BUFFERS       |

**LT RANCH**

**EXHIBIT 12 - EXTERIOR LANDSCAPE EXHIBIT (2 OF 2)**

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

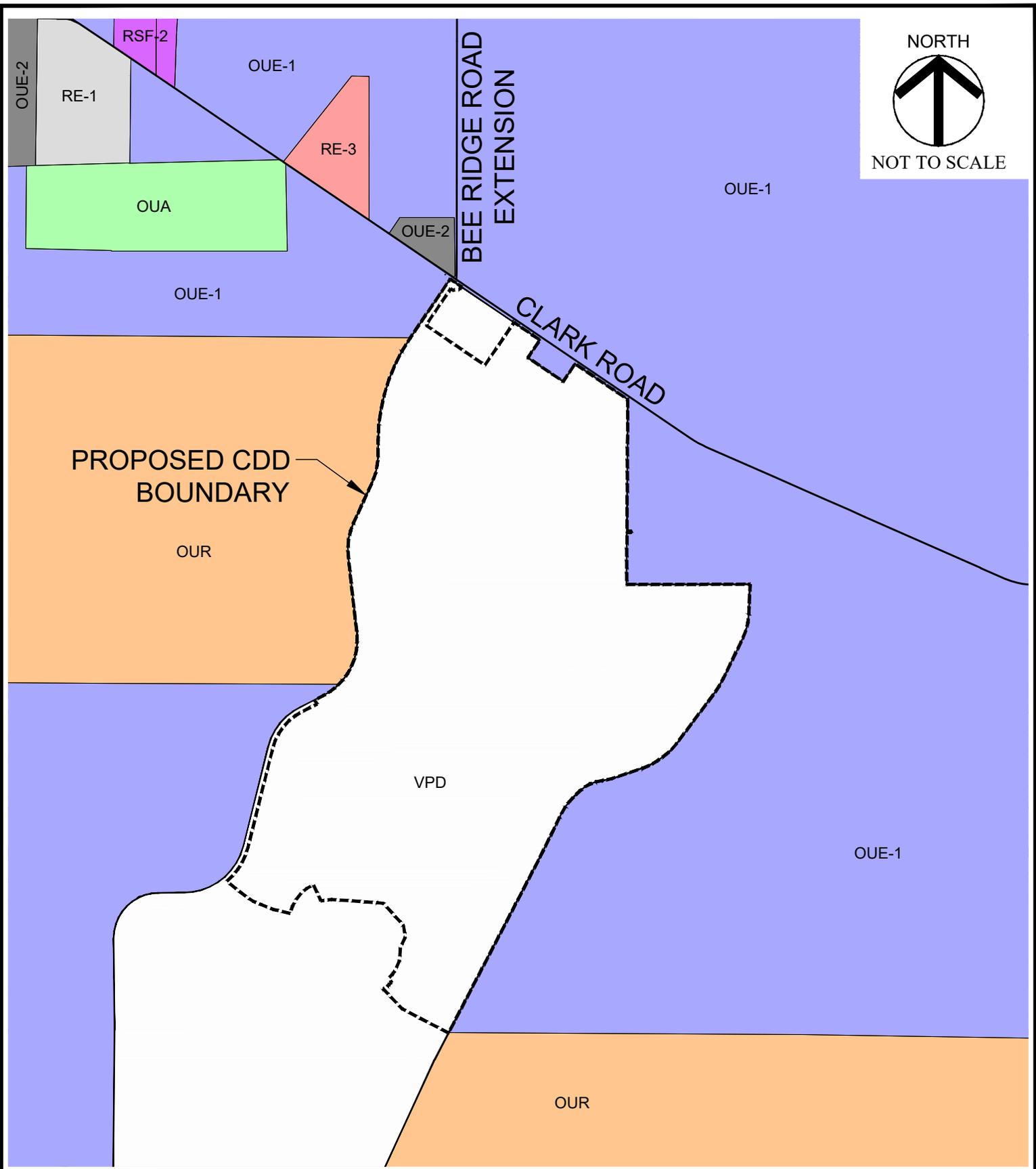
SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA

FILE NAME: 386050122.dwg  
 SHEET: 23 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



**LT RANCH**

**EXHIBIT 13 - EXISTING ZONING MAP**

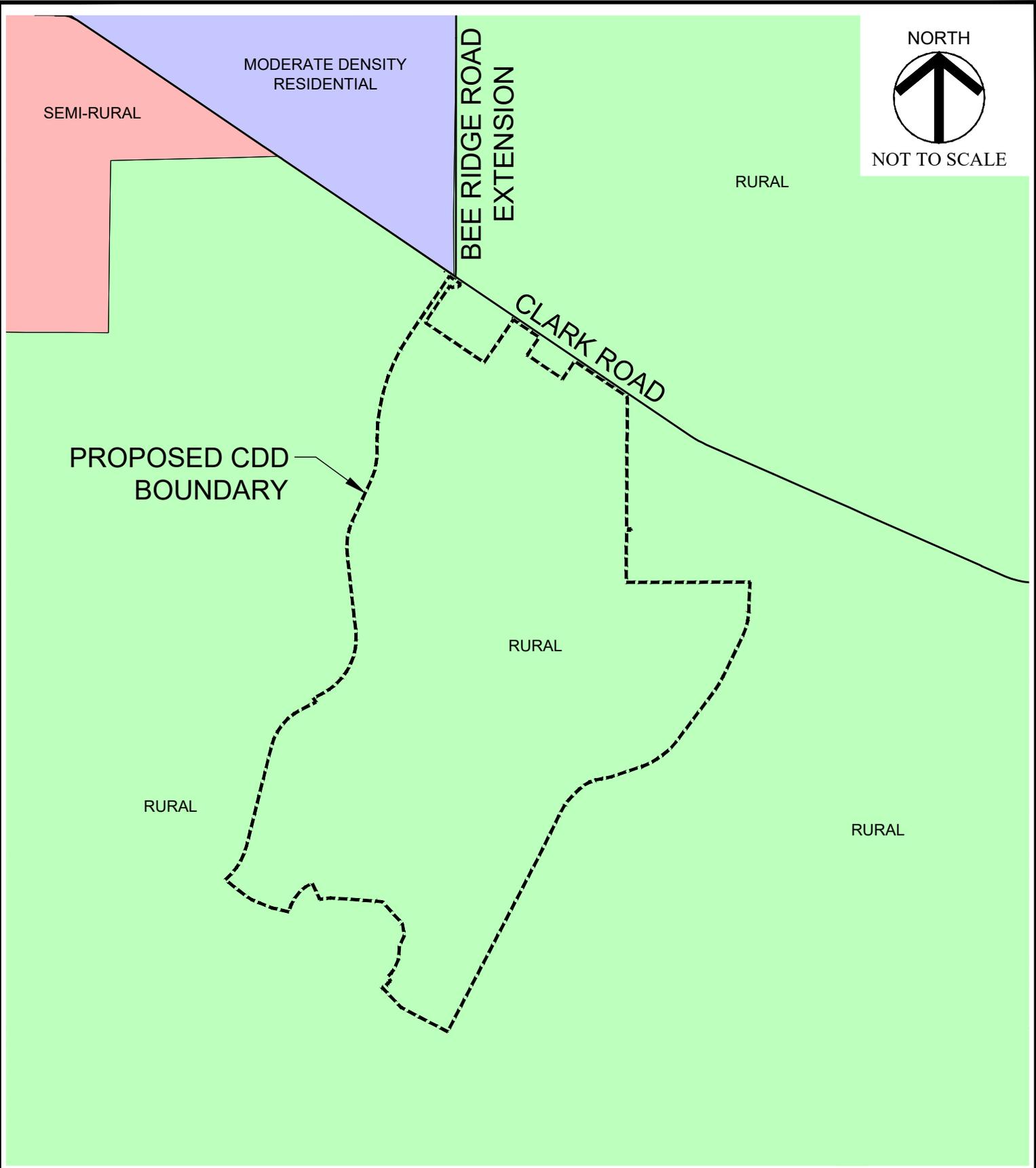


PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
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 SARASOTA, FLORIDA 34232  
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SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA  
 FILE NAME: 386050124.dwg  
 SHEET: 24 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
 P: 239-405-7777 F: 239-405-7899  
 EMAIL: info@waldropengineering.com



<b>LT RANCH</b>		<b>EXHIBIT 14 - FUTURE LAND USE MAP</b>		 <small>CIVIL ENGINEERING   PLANNING   LANDSCAPE ARCHITECTURE</small>
PREPARED FOR: <b>TAYLOR MORRISON OF FLORIDA, INC.</b> 551 NORTH CATTLEMEN ROAD SARASOTA, FLORIDA 34232 PHONE: (941) 371-0008 FAX: (941) 371-7998		SECTION: TOWNSHIP: RANGE: 15,16,21,22, 37S 19E 27,28,33 SARASOTA COUNTY, FLORIDA	FLORIDA CERTIFICATE OF AUTHORIZATION #8636	
FILE NAME: 386050125.dwg SHEET: 25 OF 25		28100 BONITA GRANDE DRIVE - SUITE 305 BONITA SPRINGS, FL 34135 P: 239-405-7777 F: 239-405-7899 EMAIL: info@waldropengineering.com		

Approval Date	Expiration Date	Agency	Application/Permit No.	Permit Name
11/23/2016		Sarasota County	2016-077	Zoning Ordinance
11/21/2017	11/21/2022	SWFWMD	43042124.001	Environmental Reasource
5/5/2018		Sarasota County	17-126781-UP	Clark Road Utility Permit
6/5/2018		Sarasota County	17-126774-UP	Bee Ridge Road Utility Permit
6/8/2018		Sarasota County	18-112644-UP	Roadway "A" Utility Permit
6/19/2018	6/19/2019	Florida Fish & Wildlife Service	GTT-1800451	Gopher Tortoise Removal
7/9/2018	6/30/2023	US Fish & Wildlife Service	MB58022C-0	Eagle Permit Incidental Take
In review		Sarasota County	17-154260-DS	Site Development Permit
In Review		ACOE	SAJ-2016-00046(CMW)	Corp Permit

LT RANCH

EXHIBIT 15 - PERMIT APPROVALS

PREPARED FOR:  
**TAYLOR MORRISON OF FLORIDA, INC.**  
 551 NORTH CATTLEMEN ROAD  
 SARASOTA, FLORIDA 34232  
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:  
 15,16,21,22, 37S 19E  
 27,28,33  
 SARASOTA COUNTY, FLORIDA  
 FILE NAME: 386050126.dwg  
 SHEET: 26 OF 25

FLORIDA CERTIFICATE OF AUTHORIZATION #8636



28100 BONITA GRANDE DRIVE - SUITE 305  
 BONITA SPRINGS, FL 34135  
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 EMAIL: info@waldropengineering.com

**EXHIBIT C**

**FORM OF MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT**

LT RANCH  
COMMUNITY DEVELOPMENT DISTRICT

## Master Special Assessment Methodology

Prepared by:

4/22/2019

*JPWard & Associates LLC*

**JAMES P. WARD**

954.658.4900

[JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)



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2900 NORTHEAST 12<sup>TH</sup> TERRACE SUITE 1  
OAKLAND PARK,  
FLORIDA 33305

## 1.0 INTRODUCTION

This 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. The District will NOT adopt assessments that will include the entire LT Ranch Community Development District ("District"), but will use this report to identify how all of the costs will be spread across the community over the life of each assessment area, and this report will identify the first assessment area and assessment allocation for the first assessment area.

This assessment methodology applies the principals and allocations outlined herein to the financings proposed for the District public infrastructure capital improvement program ("**CIP**"), which is described in that *Report of District Engineer, April, 2018* prepared by Waldrop Engineering ("**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.<sup>1</sup>

---

<sup>1</sup> See Florida Statutes sections 190.002(1)(a) and (c) and (3); Florida Statutes section 190.003(6); Florida Statutes section 190.012; and *State v. Frontier Acres Com. Develop.*, 472 So 2d 455 (Fla. 1985) in which the Florida Supreme Court opines about the "limited grant of statutory powers under chapter 190 [and] the narrow purpose of such districts" as "special purpose governmental units," where the narrow purpose is in the singular as applied to their powers in the plural. *Frontier Acres Com. Develop.*, at 456. The Supreme Court also references section 190.002, Florida Statutes, to "evidence the narrow objective" in providing community infrastructure in section 190.002(1)(a), Florida Statutes, opining that the "powers" of such districts "implement the single, narrow legislative purpose." *Id.* at 457.

This assessment methodology 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 for the 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**

LT Ranch Community Development District (the "District") is a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, and by Ordinance No. 2018-042, of the Sarasota County Board of County Commissioners, which Ordinance became effective September 12, 2018,

The District encompasses approximately 1,003.1 acres of land located approximately 3.5 miles east of the I-75 interchange (Exit 205) on State Road 72 (Clark Road), in Sarasota County. The District lies within Sections 15, 16, 21, 22, 27, and 28 Township 37 south Range 19 east, and is bounded to the north by State Road 72 (Clark Road), to the east by the Cow Pen Slough, and the west by a future Roadway known as Roadway "A". Please refer to Exhibit One (1) Location Map and Exhibit Two (2) – Aerial Map, for reference. Both Exhibits are contained in the Engineer's Report prepared by Waldrop Engineering.

The District is part of a larger, master planned community development ("Master Development") consisting of approximately 1,724.8+/- acres within the Sarasota County 2050 Plan RMA, ordinance approval number 2016-077 ("Development Approval"). The Development Approval entitles the property within the Master Development with a maximum of 3,450 single and multi-family dwelling units for a total density of 2.0 Dwelling Units per acre. The Development Approval also allows for non-residential uses such as retail, commercial, and offices. The maximum square footage of non-residential uses shall not exceed 300,000 and will be concentrated at the northwest corner of the property. Please note that the commercial property is excluded from the District boundary as shown on Exhibit I.

While the District will function as a single, functionally interrelated community, the District represents the first phase of development ("LT Ranch") within the Master Development and is planned for 1,560 single and multi-family dwelling units.

The matrix shown in Table 1, below represents the anticipated product mix for the District. Please note that this table may be revised as development commences and the final site plan is further refined by the developer.

**Table 1: Master Lot Matrix**

PRODUCT TYPE	UNIT COUNT	PERCENT OF TOTAL
38"	232	14.9%
42"	337	21.6%
52"	287	18.4%
62"	162	10.5%
76"	46	2.9%
90"	31	2.0%
100"	41	2.6%
MF/Apartment	328	21.0%
16' TH	56	3.6%
20' TH	40	2.6%
<b>TOTAL</b>	<b>1,560</b>	<b>100.0%</b>

**3.0 PURPOSE OF THIS REPORT**

This Special Assessment Report and the Methodology described herein have 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 tax-exempt bonds (the “**Bonds**”) to be repaid from the proceeds of non-ad valorem special assessments (the “**Assessments**”) levied by the Board on 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 above, and constitutes the expected number of residential units to be constructed by type of unit by the Developer for the overall development Plan (“CIP”). As with any Land Use Plan, this may change during development, however, the District anticipates the Land use Plan to change as development occurs and 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 then assigns debt to the platted unit, based on the type of unit noted in the Land Use Plan noted herein, will be able to account for these changes in the Land Use Plan.

##### **4.2 Capital Requirements**

Waldrop Engineering (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 III. It is estimated the cost of the overall District CIP will be approximately \$42,596,900.00 and will be constructed in one or more phases without taking into consideration the various costs of financing the improvements.

#### **BOND REQUIRMENTS**

Throughout the financing program for the entire 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 \$56,440,000.00 in Bonds to fund the implementation of the entire. Additional public improvements identified over what the District anticipates in issuance of the Series 2018 bonds, will be the subject of a completion agreement

with the Developer. As with all municipal bond issues, a number of items comprise the estimated bond size required 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 IV.

As the finance plan is implemented a supplemental methodology will be issued for each phase of development, that mirrors the master methodology. There are a variety of factors relevant to the issuance of Bonds, 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, with the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment program and which sets forth the procedure the District will utilize for specific bond issues and assessment liens and 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.

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.

## **5.0 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, 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. Valid assessments under Florida

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 multifamily 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

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.

As noted above, the CIP includes certain master infrastructure that will provide benefit to future development staged within the District. To insure that the CIP is fairly apportioned to the entire project, Table V allocates the entire CIP program across the projected 1,560 anticipated units in the District, and as development occurs, and the District issues Phases of bonds, the CIP Allocation Per Unit will be applied to each phase of bonds, to fairly and reasonable apportion the costs for each phase of development.

Also, if any private amenity facility is planned as part of the debt assessment is not appropriate in connection with the development of the amenity because the amenity will be owned and operated by a homeowner's association, and is considered a common element for the exclusive benefit of lot owners. This is most evident in the Active Adult portion of the community, and to account for this difference, this methodology recognizes the added use and enjoyment of those private amenities for the Active Adult community.

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.<sup>2</sup>

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.

---

<sup>2</sup> The two basic requirements for a valid assessment under law are stated succinctly in *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) (“There are two requirements for the imposition of a valid special assessment. First, the property assessed must derive a special benefit from the service provided. Second, the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.”) (Citations omitted). The requirement that the benefits received from the property must be peculiar to the parcel or acres is stated in *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) (A special assessment “is imposed upon the theory that that portion of the community which is required to bear it receives some special or peculiar benefit in the enhancement of value of the property against which it is imposed as a result of the improvement made with the proceeds of the special assessment.”). The requirement for the existence of a logical connection from the systems, facilities and services constituting the improvements to the parcel or acre is found in *Lake County v. Water Management Corp.*, 695 So. 2d 667, 669 (Fla. 1997) (The test for evaluating whether a special benefit is conferred to 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.”)

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,<sup>3</sup> 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.<sup>4</sup> 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.

Focused, pinpointed and response management by the District of its systems, facilities and services, create and enhance special benefits that flow peculiar to property within the boards of the District, as well as general benefits to the public at large.

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

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<sup>3</sup> *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).

<sup>4</sup> *Workman Enterprises, Inc. v. Hernando County*, 790 So. 2d 598, 600 (Fla. 5th DCA 2001) (“When a trial court is presented with a property owner's challenge to a special assessment the appropriate ‘standard of review is the same for both prongs; that is, the legislative determination as to the existence of special benefits and as to the apportionment of the costs of those benefits should be upheld unless the determination is arbitrary.’”) (Citation omitted). § 170.09, Fla. Stat. (2010) (“The special assessments . . . shall remain liens, coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid.”)

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 over all 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 equates to a net benefit, even though they are not yet capable of being calculated with mathematical certainty; however, their magnitude 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.

The Assessments assignable to Platted Lots and Unplatted Acres in Table V. 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 Units, 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.

## **6.0 Prepayment of Assessments**

The assessments encumbering a Platted Unit may be prepaid in full at anytime, without penalty, together with interest at the rate on the bond series to the interest Payment Date (as defined in the bond trust indenture) that is more than forty-five (45) days next succeeding the 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 Unit being prepaid is subject to an assessment delinquency.

## **7.0 Overview of the Inventory Adjustment Determination**

This Methodology is based on the development plan that is currently proposed by the Developer. As with all projects of this size and magnitude, 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. Or 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 are not made, or under certain other circumstances, the District may be required to reallocate the special assessments.

## **8.0 Preliminary Assessment Roll**

Exhibit II provides the current folio numbers derived from the Sarasota County Tax Rolls and matches those folio number's with the anticipated product on each folio numbers.

**LT Ranch Community Development District  
Land use Type  
Table II**

<b>Product Type</b>								
<b>Description</b>	<b>30' 39'</b>	<b>42' Lots</b>	<b>52' Lots</b>	<b>62' Lots</b>	<b>76' Lots</b>	<b>90' Lots</b>	<b>Work-Force (Multi-Family)</b>	<b>Total</b>
<b>Traditional</b>	0	304	194	125	67	24	0	<b>714</b>
<b>Active Adult</b>	120	16	250	100	0	0	0	<b>486</b>
<b>Workforce</b>	0	0	0	0	0	0	360	<b>360</b>
<b>Total:</b>	<b>120</b>	<b>320</b>	<b>444</b>	<b>225</b>	<b>67</b>	<b>24</b>	<b>360</b>	<b>1560</b>

**LT Ranch Community Development District**  
**LT Ranch Capital Improvement Program Cost Estimate - LT Ranch CIP**  
**Table III**

No.	Facility	CIP		Private Improvements		Total Project Costs
		Project - Completed Improvements		Completed Private Improvements	Future Private Improvements	
1	Landscaping & Walls	\$0.00	\$2,610,000.00	\$0.00	\$7,550,000.00	\$10,160,000.00
2	Subdivision Potable Water System	\$0.00	\$3,390,000.00	\$0.00	\$0.00	\$3,390,000.00
3	Subdivision WasteWater System	\$0.00	\$5,750,000.00	\$0.00	\$0.00	\$5,750,000.00
4	Irrigation Facilities	\$0.00	\$2,560,000.00	\$0.00	\$0.00	\$2,560,000.00
5	Storm Water Facilities <sup>(1)(2)(3)</sup>	\$0.00	\$14,290,000.00	\$0.00	\$6,300,000.00	\$20,590,000.00
6	Environmental Preservation & Mitigation	\$0.00	\$1,980,000.00	\$0.00	\$0.00	\$1,980,000.00
7	Off-Site Utilities	\$0.00	\$2,263,000.00	\$0.00	\$0.00	\$2,263,000.00
8	Private Streets	\$0.00	\$0.00	\$0.00	\$22,814,000.00	\$22,814,000.00
9	CDD Roadways	\$0.00	\$1,563,000.00	\$0.00	\$0.00	\$1,563,000.00
10	Amenities	\$0.00	\$0.00	\$0.00	\$17,770,000.00	\$17,770,000.00
11	Electrical	\$0.00	\$0.00	\$0.00	\$1,130,000.00	\$1,130,000.00
12	Miscellaneous Structures	\$0.00	\$0.00	\$0.00	\$470,000.00	\$470,000.00
13	Municipal Fees & Permits	\$0.00	\$0.00	\$0.00	\$1,790,000.00	\$1,790,000.00
<b>Subtotal (Improvements Benefiting All Units)</b>		<b>\$0.00</b>	<b>\$34,406,000.00</b>	<b>\$0.00</b>	<b>\$57,824,000.00</b>	<b>\$92,230,000.00</b>
14	<b>Contingency (15%)</b>	<b>\$0.00</b>	<b>\$5,160,900.00</b>	<b>\$0.00</b>	<b>\$8,673,600.00</b>	<b>\$13,834,500.00</b>
15	<b>Professional Fees</b>	<b>\$0.00</b>	<b>\$3,030,000.00</b>	<b>\$0.00</b>	<b>\$9,520,000.00</b>	<b>\$12,550,000.00</b>
<b>Total Improvements</b>		<b>\$0.00</b>	<b>\$42,596,900.00</b>	<b>\$0.00</b>	<b>\$76,017,600.00</b>	<b>\$118,614,500.00</b>

**Total PUBLIC Infrastructure: \$42,596,900.00**  
**Total Improvements to be financed (Public and Private): \$118,614,500.00**

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the LT Ranch 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, which (subject to true-up determinations) number and type of units may be changed with the development of LT Ranch.”

**LT Ranch Community Development District  
Special Assessment Bonds - ENTIRE PROJECT  
ESTIMATED - Source and Use of Funds**

Table I V	
<b>Sources:</b>	
Bond Proceeds	
Par Amount	\$ 56,440,000.00
	<u>\$ 56,440,000.00</u>
<b>Uses:</b>	
Project Funds Deposit	
Const of Construction	\$ 42,596,900.00
Rounding Proceeds	\$ 3,421.87
	<u>\$ 42,600,321.87</u>
Other Funds Deposits:	
Capitalized Interest	\$7,883,918.75
Debt Service Reserve MADS	\$3,941,959.38
	<u>\$11,825,878.13</u>
Delivery Date Expenses	
Cost of Issuance	\$ 885,000.00
Underwriter's Discount	\$ 1,128,800.00
	<u>\$ 2,013,800.00</u>
	<u>\$ 56,440,000.00</u>
<b>Average Coupon:</b>	
	5.75%
<b>Anticipated Issuance Date</b>	
	N/A
<b>Capitalized Interest</b>	
	Two Years (2)
<b>ESTIMATED - Max Annual Debt Service</b>	
	\$7,883,918.75

**LT Ranch Community Development District**  
**ENTIRE PROJECT Assessment Allocation**  
**Table V**

Description of Product Type	EAU Factor	Use Factor	Enjoyment Factor	Total ERU Adjusted Factor	Development Plan	Total Adjusted ERU	Total CIP Allocation	CIP Allocation Per Unit	Total Par Debt Allocation	Toal Par Debt Allocation Per Unit	Estimated Annual Debt Service (1)	Estimated Discounts and Collections (2)	Annual Debt Service Per Unit	Estimated Total Annual Debt Service (1)	Total Annual Debt Service (4)
<b>Traditional:</b>															
Single Family 30' - 39'	0.6	0.6	0.6	0.72	0	0	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 40' - 49'	0.8	0.6	0.6	0.96	304	291.84	\$ 19,389,061.97	\$ 63,779.81	\$ 9,225,842.18	\$ 30,348.17	\$2,119.62	\$148.37	\$2,267.99	\$644,363.84	\$689,469.31
Single Family 50' - 59'	1	0.6	0.6	1.2	194	232.8	\$ 15,466,603.71	\$ 79,724.76	\$ 7,359,430.03	\$ 37,935.21	\$2,649.52	\$185.47	\$2,834.99	\$514,007.34	\$549,987.85
Single Family 60' - 69'	1.2	0.6	0.6	1.44	125	180	\$ 11,958,714.21	\$ 95,669.71	\$ 5,690,280.95	\$ 45,522.25	\$3,179.43	\$222.56	\$3,401.99	\$397,428.35	\$425,248.34
Single Family 70' - 79'	1.4	0.6	0.6	1.68	67	112.56	\$ 7,478,182.62	\$ 111,614.67	\$ 3,558,322.36	\$ 53,109.29	\$3,709.33	\$259.65	\$3,968.98	\$248,525.20	\$265,921.96
Single Family 90' and up	1.6	0.6	0.6	1.92	24	46.08	\$ 3,061,430.84	\$ 127,559.62	\$ 1,456,711.92	\$ 60,696.33	\$4,239.24	\$296.75	\$4,535.98	\$101,741.66	\$108,863.57
Workforce - Multi Family	0.45	0.6	0.6	0.54	0		\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Active Adult</b>															
Single Family 30' - 39'	0.6	0.8	0.8	0.96	120	115.2	\$ 7,653,577.09	\$ 63,779.81	\$ 3,641,779.81	\$ 30,348.17	\$2,119.62	\$148.37	\$2,267.99	\$254,354.15	\$272,158.94
Single Family 40' - 49'	0.8	0.8	0.8	1.28	16	20.48	\$ 1,360,635.93	\$ 85,039.75	\$ 647,427.52	\$ 40,464.22	\$2,826.16	\$197.83	\$3,023.99	\$45,218.52	\$48,383.81
Single Family 50' - 59'	1	0.8	0.8	1.6	250	400	\$ 26,574,920.46	\$ 106,299.68	\$ 12,645,068.78	\$ 50,580.28	\$3,532.70	\$247.29	\$3,779.99	\$883,174.12	\$944,996.31
Single Family 60' - 69'	1.2	0.8	0.8	1.92	100	192	\$ 12,755,961.82	\$ 127,559.62	\$ 6,069,633.02	\$ 60,696.33	\$4,239.24	\$296.75	\$4,535.98	\$423,923.58	\$453,598.23
Single Family 70' - 79'	1.4	0.8	0.8	2.24	0	0	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 90' and up	1.6	0.8	0.8	2.56	0	0	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Workforce - Multi Family	0.45	0.8	0.8	0.72	0	0	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Workforce - Multi Family</b>															
Workforce - Multi Family	0.45	0.6	0.6	0.54	360	194.4	\$ 12,915,411.35	\$ 35,876.14	\$ 6,145,503.43	\$ 17,070.84	\$1,192.29	\$83.46	\$1,275.75	\$429,222.62	\$459,268.21
<b>Total Units:</b>	<b>10.4</b>	<b>10.4</b>	<b>10.4</b>	<b>20.28</b>	<b>1560</b>	<b>1785.36</b>	<b>\$ 118,614,500.00</b>		<b>\$ 56,440,000.00</b>					<b>\$3,941,959.38</b>	<b>\$4,217,896.53</b>
<b>Estimated Max Annual Debt Service:</b>														<b>\$3,941,959.38</b>	
<b>Rounding:</b>															<b>\$0.00</b>

(1) Excludes Discounts/Collection Costs  
(2) Estimated at 4% for Discounts and 3% for Collection Costs by County  
(4) Includes Discounts and Collection Costs

New Lot Number	Folio #	Area Within First Takedown	Platted Unit Assigned to Folio
	0280003000	0.19	0
	0291001001	151.90	146
	0293002000	24.78	59
	0303001000	39.67	0
	0305001000	2.73	8
	0305002500	43.94	0
<b>Totals:</b>		<b>263.21</b>	

**LT Ranch Community Development District**

**BIT 1 - Assessment Roll - Series 2018 - Capital Improvement Program**

			Pla		
Property Owner	Assessment by Acre	Total Assessment by Folio	Twin Villas	42' Lots	52' Lots
Taylor Woodrow at LT Ranch LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL. 34232		\$ -			
Taylor Woodrow at LT Ranch LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL. 34232		\$ -		73	34
Taylor Woodrow at LT Ranch LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL. 34232		\$ -			20
Taylor Woodrow at LT Ranch LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL. 34232		\$ -			
Taylor Woodrow at LT Ranch LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL. 34232		\$ -			8
Taylor Woodrow at LT Ranch LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL. 34232		\$ -			
		\$ -	0	73	62

**Total Assessment - All Assessment Area    14,636,650.00**

**Total Assessment - Assigned to Platted Lots    -**

**Total Assessment - Assigned to Unplatted Acreage    14,636,650.00**

**Unplatted Per Acre Assessment    81,582.13**

**nned Units by Folio Number**

<b>62' Lots</b>	<b>76' Lots</b>	<b>90' Lots</b>	<b>Multi-Family</b>	<b>Total Planned Units</b>
				0
24	15			146
11	4	24		59
				0
				8
				0
<b>35</b>	<b>19</b>	<b>24</b>	<b>0</b>	<b>213</b>

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*LT Ranch Community Development District*

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*Financial Statements*

*March 31, 2019*

*Prepared by:*

*JPWARD AND ASSOCIATES LLC*

*2900 NORTHEAST 12TH TERRACE*

*SUITE 1*

*OAKLAND PARK, FLORIDA 33334*

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*LT Ranch Community Development District*

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*Table of Contents*

	<i>Page</i>
<i>Balance Sheet—All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-4</i>

*JPWard & Associates LLC*

*2900 Northeast 12th Terrace*

*Suite 1*

*Oakland Park, Florida 33334*

*Phone: (954) 658-4900*

**LT Ranch Community Development District  
Balance Sheet  
for the Period Ending March 31, 2019**

Governmental Funds			
	General Fund	Account Groups General Long Term Debt	Totals (Memorandum Only)
<b>Assets</b>			
<b>Cash and Investments</b>			
General Fund - Invested Cash	\$ 4,635	\$ -	\$ 4,635
Debt Service Fund			
Interest Account			-
Sinking Account			-
Reserve Account			-
Revenue			-
Prepayment Account	-	-	
<b>Due from Other Funds</b>			
General Fund	-	-	-
Debt Service Fund(s)			-
<b>Accounts Receivable</b>	-	-	-
<b>Assessments Receivable</b>	-	-	-
<b>Amount Available in Debt Service Funds</b>	-	-	-
<b>Amount to be Provided by Debt Service Funds</b>	-	-	-
<b>Total Assets</b>	<u>\$ 4,635</u>	<u>\$ -</u>	<u>\$ 4,635</u>

**LT Ranch Community Development District  
Balance Sheet  
for the Period Ending March 31, 2019**

Governmental Funds			
	General Fund	Account Groups General Long Term Debt	Totals (Memorandum Only)
<b>Liabilities</b>			
<b>Accounts Payable &amp; Payroll Liabilities</b>	\$ -	\$ -	\$ -
<b>Due to Other Funds</b>			
General Fund	-	-	-
Debt Service Fund(s)	-	-	-
<b>Bonds Payable</b>			
Current Portion	-	-	-
Long Term	-	-	-
<b>Total Liabilities</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Fund Equity and Other Credits</b>			
<b>Investment in General Fixed Assets</b>	-	-	-
<b>Fund Balance</b>			
<b>Restricted</b>			
Beginning: October 1, 2018 (Unaudited)	-	-	-
Results from Current Operations	-	-	-
<b>Unassigned</b>			
Beginning: October 1, 2018 (Unaudited)	-	-	-
Results from Current Operations	4,635	-	4,635
<b>Total Fund Equity and Other Credits</b>	<u>\$ 4,635</u>	<u>\$ -</u>	<u>\$ 4,635</u>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<u>\$ 4,635</u>	<u>\$ -</u>	<u>\$ 4,635</u>

**LT Ranch Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2019**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest</b>									
Interest - General Checking	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>									
Special Assessments - On-Roll	-	-	-	-	-	-	-	0	N/A
Special Assessments - Off-Roll	-	-	10,000	10,000	-	-	20,000	-	N/A
<b>Developer Contribution</b>									
	-	-	-	-	-	-	-	-	N/A
<b>Intragovernmental Transfer In</b>									
	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>20,000</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>									
<b>Executive</b>									
Professional Management	-	-	-	-	-	-	-	-	N/A
<b>Financial and Administrative</b>									
Audit Services	-	-	-	-	-	-	-	-	N/A
Accounting Services	-	-	-	-	-	-	-	-	N/A
Assessment Roll Services	-	-	-	-	-	-	-	-	N/A
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	N/A
<b>Other Contractual Services</b>									
Legal Advertising	-	-	2,525	3,200	-	-	5,724	-	N/A
Trustee Services	-	-	-	-	-	-	-	-	N/A
Dissemination Agent Services	-	-	-	-	-	-	-	-	N/A
Property Appraiser Fees	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	-	-	25	26	26	25	102	-	N/A
<b>Communications &amp; Freight Services</b>									
Postage, Freight & Messenger	-	-	30	227	31	-	288	-	N/A

Prepared by:

**JPWARD and Associates, LLC**

Unaudited

**LT Ranch Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2019**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Computer Services - Website Development</b>	-	-	1,400	50	50	-	1,500	-	N/A
<b>Insurance</b>	-	-	-	5,137	-	-	5,137	-	N/A
<b>Printing &amp; Binding</b>	-	-	350	491	-	-	841	-	N/A
<b>Subscription &amp; Memberships</b>	-	-	-	-	-	-	-	-	N/A
<b>Legal Services</b>									
Legal - General Counsel	-	-	1,510	-	262	-	1,772	-	N/A
Legal -	-	-	-	-	-	-	-	-	N/A
<b>Other General Government Services</b>									
Engineering Services	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	N/A
<b>Other Fees and Charges</b>	-	-	-	-	-	-	-	-	N/A
Discounts/Collection Fees	-	-	-	-	-	-	-	-	-
<b>Sub-Total:</b>	-	-	<b>5,840</b>	<b>9,130</b>	<b>369</b>	<b>25</b>	<b>15,365</b>	-	<b>N/A</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,840</b>	<b>\$ 9,130</b>	<b>\$ 369</b>	<b>\$ 25</b>	<b>\$ 15,365</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	-	-	4,160	870	(369)	(25)	4,635	-	
Fund Balance - Beginning	-	-	-	4,160	5,029	4,660	-	-	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,160</b>	<b>\$ 5,029</b>	<b>\$ 4,660</b>	<b>\$ 4,635</b>	<b>4,635</b>	<b>\$ -</b>	



**Ron Turner**  
Supervisor of Elections  
Sarasota County, Florida

April 30, 2019

James Ward, COO  
JP Ward & Associates  
2900 Northeast 12<sup>th</sup> Terrace, Suite 1  
Oakland Park FL 33334

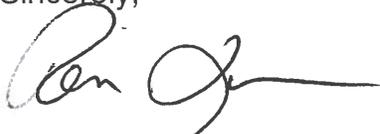
Subject: Qualified Electors for LT Ranch CDD

Dear Jim:

Per your written request, I have calculated the qualified registered electors in the LT Ranch Community Development District as of April 15, 2019.

I show no registered voters residing within the development at this time.

Sincerely,



Ron Turner  
Supervisor of Elections  
Sarasota County, Florida

RT/alp