
JPWard and Associates LLC

TOTAL Commitment to Excellence

Wentworth Estates

Community Development District

Board of Supervisor's Agenda

March 10, 2014



JPWARD AND ASSOCIATES LLC

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WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT

March 5, 2014

Board of Supervisors
Wentworth Estates Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Wentworth Estates Community Development District will be held on **Monday, March 10, 2014 at 1:00 P.M.**, at the **Treviso Bay Sales Trailer, 9014 Tamiami Trail East, Naples, Florida 34113**. The agenda is as follows:

1. Call to Order & Roll Call
2. Consideration of Minutes:
 - I. January 29, 2014
3. CONSIDERATION OF RESOLUTION 2014-2 OF THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING AMENDING THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, BOTH BY AND BETWEEN THE DISTRICT AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), SECURING THE DISTRICT'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2006A (THE "BONDS"), TO AMEND THE DEFINITION OF DEBT SERVICE RESERVE REQUIREMENT WITH RESPECT TO THE BONDS; TO PROVIDE FOR A DEFINITION FOR OPTIONAL PREPAYMENT AND TO MAKE CERTAIN OTHER CHANGES RELATING THERETO; ALL PURSUANT TO A REQUEST OF THE CURRENT DEVELOPER AND CONSENT OF THE BENEFICIAL OWNER OF 100% OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, SUBJECT TO RECEIVING THE REQUIRED CONSENT THERETO BY THE EFFECTED OWNERS OF THE BONDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE MATTERS AUTHORIZED BY THIS RESOLUTION INCLUDING, BUT NOT LIMITED TO, THE TERMINATION OF THAT CERTAIN SETTLEMENT AND TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
4. Consideration of Ranking of Engineer's Proposals to serve as District Engineer.
5. Consideration of Agreement with Stantec Consulting Services, Inc. to serve as District Engineer.
6. Staff Reports
 - I. Attorney
 - II. Engineer
 - III. Manager
 - a. Financial Statements – January 31, 2014



James P. Ward
District Manager

513 NORTHEAST 13TH AVENUE
FORT LAUDERDALE, FL 33301
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5. Audience Comments and Supervisor's Requests

6. Adjournment

The second order of business is consideration of the minutes of the January 29, 2014 meeting.

The third order of business is consideration of resolution 2014-2 which is intended to amend the Master Trust Indenture as more fully explained in the Exhibit to the Resolution, and also to authorize/approve the termination of the forbearance agreement that the District entered into previously with the Bondholder and Trustee to terminate all of the provisions of that agreement.

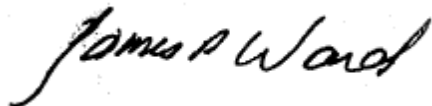
The fourth and fifth order of business deals with the consideration of the engineering services proposals that were received in accordance with the Request for Proposals authorized at the January 29, 2014 Board Meeting. In the way of background, the retention of a District Engineer is controlled by Chapter 287, Florida Statutes, more commonly referred to as the Consultants Competitive Negotiations Act. The District followed the statutory procedure which required the District to advertise for the services required by the District, after which, at this meeting the Board must rank the top three firms who submitted proposals (if received) and then the District Manager and Attorney would generally be authorized to enter into negotiations with the top ranked firm to bring back to the Board an Agreement for consideration by the Board. If and to the extent that staff does not reach an acceptable Agreement, staff would then move the second and third ranked firm.

However, for Wentworth Estates, the District received one proposal, from the firm of Stantec Consulting Services, Inc. and as such, the Board has two options. You may elect to reject the proposal and authorize staff to advertise again for these services or you may rank Stantec as the number one ranked firm.

This second action (ranking Stantec as number one (1)) is recommended and if the Board moves forward with the ranking, we have prepared an agreement with the firm of Stantec Consulting Services, Inc. under which Stantec would provide services to the District.

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.

Yours sincerely,
Wentworth Estates
Community Development District



James P. Ward
District Manager



James P. Ward
District Manager

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**MINUTES OF MEETING
WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Wentworth Estates Community Development District's Board of Supervisors was held on Wednesday, January 29, 2014, at 9:00 a.m., at the Treviso Bay Sales Trailer, 9014 Tamiami Trail East, Naples, Florida 34113.

Present and constituting a quorum were:

Russell Smith	Chairman
Anthony Burdett	Vice Chairman
Dalton Drake	Assistant Secretary
Joe Newcomb	Assistant Secretary

Also present were:

James Ward	District Manager
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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 9:10 a.m. The record will reflect that all members of the Board are present at roll call.

SECOND ORDER OF BUSINESS

Acceptance of the Resignation of Mr. Noah Breakstone and Appointment of a Supervisor to Fill the Unexpired Term of Office for Seat 3, Which Term Expires in November 2014

Mr. Ward stated just for the record, I'll ask the Board to accept the resignation. It is effective, as a matter of law, on the date that he submitted it, which was January 15, 2014, so with that, if you have any questions, I'd be glad to answer them. Otherwise, a motion to accept the resignation for the purposes of inclusion in the record will be in order.

<p>On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of accepting the resignation of Mr. Noah Breakstone from the Board of Supervisors for inclusion in the record was approved.</p>
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Mr. Ward stated the second part of this item is to consider an individual for the appointment of Mr. Noah Breakstone's term, which is set to expire in November of 2014. The Board, just by a vote, second, and affirmative vote of the remaining members, will fill that term. You may go ahead and discuss that, and if you are in agreement can, by motion, appoint someone.

<p>On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the appointment of Michelle May to the Wentworth Estates Community Development District Board of Supervisors.</p>

I. Administration of Oath of Office

Mr. Ward stated I know Michelle is with us today, and I'm going to take a moment and administer the oath of office to you, and I've provide to you an original of the oath, and I'll ask that you'll please repeat after me. For the record, I'm a notary of the State of Florida and authorized to administer this oath.

Mr. Ward administered the oath to Michelle May accordingly.

Mr. Ward stated I'll ask that you print your name, please, at the top of the oath, sign it, and then print your name again below the signature line, return it to me, and I will make it a part of the public record for you.

II. Form 1 - Statement of Financial Interests

Mr. Ward stated behind the oath of office are two documents, one is a Form 1 - Statement of Financial Interests that is required for you to fill out, and to return it to the Supervisor of Elections in the County in which you reside in 30 days from today's date. I would strongly encourage you to do that. Both the Supervisor of Elections and the State have the ability to fine you personally these days if you choose not to do that, and they have, I have noticed recently, they have been doing that, and the fines are particularly hefty. If you have any questions with respect to the form, please call me immediately, and I'll help you through it. I do not need a copy of it, so just go ahead and fill it out and send it into the Supervisor of Elections. I would encourage you to keep a copy of it, along with the transmittal letter if you do that to the Supervisor of Elections if you do it that way.

III. Guide to the Sunshine Amendment and Code of Ethics for Public Employees

Mr. Ward stated in addition, behind the Form 1 is a Guide to the Sunshine Amendment and a Code of Ethics for Public Employees. Let me just ask you, do you sit on any other CDD boards?

Ms. May stated I do not.

Mr. Ward stated let me just take a minute then and go through the Guide with you. One of the most important laws that we have in Florida is the Sunshine Law; it just simply means that no two members of a board may do business outside of an open, noticed public meeting, nor may you use a member of your staff or a member of the public to communicate to another board member on a matter which may foreseeably appear before the Board. If you have questions with respect to any matter, it's appropriate for you to either call the Manager's office or the Attorney's office, and I'll give you that contact information after the meeting. If you are uncomfortable with doing that, then bring it up at one of these open, noticed public meetings.

If you violate the law, they're considered ethics violations under the statutes, so they reflect on you individually and not on you as a member of the Board. What that means is that if you are charged, you have to defend yourself personally, and the District may not, under the law, defend you, and our directors and officers liability insurance would not be available to you if you are charged with an ethics violation. I will tell you in all the years I've been doing this, I've never had a board member charged with an ethics violation, simply because we just ask you to please call the Manager or the Attorney or, alternatively, just bring the matter up before the Board if you have any questions.

One other thing, emails are considered public records, so communications amongst your fellow Board members through emails are considered violations of the law if the matter is going to foreseeably appear before the Board, so just be careful of that. Again, if you have a question, just pick up the phone and call me; it's not a big issue at all.

Mr. Smith stated and just incidentally, if you get an email where all the rest of the rest of the Board is copied and you reply to it, don't reply to all, just to reply to Jim, that's how you deal with that.

Mr. Ward stated right, that's the best way to do it.

Ms. May stated perfect, understood.

Mr. Ward stated again, if you have any other questions, just don't worry about it, it's an important law, but it's not that big of issue, so you'll be fine.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2014-1,
Appointing the Newly Appointed Board
Member as Assistant Secretary**

Mr. Ward stated, generally, what we do is just a new Board member, we add as an assistant secretary of the Board, so in section one, I'll fill in **Michelle** May, and with that, that resolution is in order and recommended for your consideration.

On MOTION by Mr. Smith, seconded by Mr. Newcomb, with all in favor of approving Resolution 2014-1.

FOURTH ORDER OF BUSINESS

Consideration of Minutes

I. June 13, 2013

Mr. Ward stated let's do them individually. First is your June 13, 2013, minutes. Any additions, corrections or deletions, it would be appropriate at this time to so indicate. Otherwise, a motion for their approval would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the minutes of June 13, 2013, as presented.

II. August 29, 2013

Mr. Ward stated then the second is your August 29, 2013, minutes. If you have any additions, corrections or deletions, it would be appropriate at this time to so indicate. Otherwise, a motion for their approval would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the minutes of August 29, 2013, as presented.

III. September 26, 2013

Mr. Ward stated and third is your September 26, 2013, minutes. A motion to approve would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the minutes of September 26, 2013, as presented.

FIFTH ORDER OF BUSINESS

Consideration of the Termination of the Agreement with Johnson Engineering Pursuant to the Terms of the Agreement, and Authorization to Advertise for a New District Engineer in Accordance with the Consultants Competitive Negotiations Act (CCNA)

Mr. Ward stated Johnson Engineering was the original engineer for this District when it was established with the prior developer. As I have looked through the files, I actually cannot find where there is an agreement with Johnson Engineering that we normally do with districts, and I assume that was because this District was, essentially, dormant for a few years before it actually began its construction project. I'll ask the Board to go ahead and terminate that agreement, and then re-advertise, in accordance with the CCNA, which means we'll advertise for new engineers, we'll bring those back to you, they'll be ranked by the Board, based upon the quality of the engineering firm. Then, once that is done, the number one ranked firm, we'll go back and negotiate an agreement, and then the agreement will come back to you at the following meeting for approval by the Board.

If you have any questions, I'd be glad to answer them for you. Otherwise, a motion to terminate the agreement with Johnson Engineering and authorize to advertise for a new District engineer, in accordance with the CCNA would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of terminating the Agreement with Johnson Engineering Pursuant to the Terms of the Agreement, and Authorization to Advertise for a New District Engineer in Accordance with the Consultants Competitive Negotiations Consultants Act.

SIXTH ORDER OF BUSINESS

Staff Reports

a. Attorney

None

b. Engineer

None

c. Manager

I. Financial Statements – December 31, 2013

Mr. Ward stated I didn't have anything for you, other than your financial statement. If you have any questions.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Mr. Ward asked audience comments and supervisors' requests?

Mr. Smith stated I have a request. Just incidentally, I had a telephone call with Jere Earlywine yesterday, and let him know I would be bringing this up; I guess he's not on the phone today.

Mr. Ward stated no.

Mr. Smith stated we have dealt with a local attorney named Greg Urbancic here on some other districts, he's out of Coleman Yovanovich & Koester. He's done a good job for us in other districts, and he's local, so he can come to the meetings, if we had to, we could drop by his office if we had to. I just thought that given the fact that he's here, not that Jere has not done a fine job, but Greg is local, we've had experience with him, and dealing with him, I feel a little easier that we consider switching attorneys to someone like Greg Urbancic. I told Jere I was going to be making that motion, which I'm making now, and so he's aware of it and was fine with it, I guess, and understood. You craft it for me, Jim.

Mr. Ward stated we'll do it the form of two motions. This is a motion to terminate the firm of Hopping Green & Sams as the District Attorney would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the termination of Hopping Green & Sams.

Mr. Ward stated the second would be a motion to retain the firm of Coleman Yovanovich & Koester, P.A., as the District Attorney, and authorize the Chair and the District

Manager to negotiate an engagement agreement with the firm, and authorize the signature by the Chair.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the hiring of Coleman Yovanovich & Koester, P.A. as the District's Attorney and authorizing the Chairman and District Manager to negotiate an agreement with the firm to provide services to the District.

Mr. Ward asked any other requests from the Board?

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated hearing none, a motion to adjourn would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor the meeting was adjourned at 9:25 a.m.

James P. Ward, Secretary

Russell Smith, Chairman

RESOLUTION NO. 2014-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING AMENDING THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, BOTH BY AND BETWEEN THE DISTRICT AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), SECURING THE DISTRICT'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2006A (THE "BONDS"), TO AMEND THE DEFINITION OF DEBT SERVICE RESERVE REQUIREMENT WITH RESPECT TO THE BONDS; TO PROVIDE FOR A DEFINITION FOR OPTIONAL PREPAYMENT AND TO MAKE CERTAIN OTHER CHANGES RELATING THERETO; ALL PURSUANT TO A REQUEST OF THE CURRENT DEVELOPER AND CONSENT OF THE BENEFICIAL OWNER OF 100% OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, SUBJECT TO RECEIVING THE REQUIRED CONSENT THERETO BY THE EFFECTED OWNERS OF THE BONDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE MATTERS AUTHORIZED BY THIS RESOLUTION INCLUDING, BUT NOT LIMITED TO, THE TERMINATION OF THAT CERTAIN SETTLEMENT AND TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wentworth Estates Community Development District (the "District"), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2006-59 of the Board of County Commissioners of Collier County, Florida (the "County Board"), effective June 15, 2004, as amended by Ordinance No. 2006-13 of the County Board effective on April 3, 2006; and

WHEREAS, any capitalized term used in this resolution and not otherwise defined herein shall have the meaning ascribed to such term in the Indenture; and

WHEREAS, the Series 2006B Bonds are no longer Outstanding; and

WHEREAS, as a result of the non-payment of the Special Assessments by the initial developer, the dramatic reduced demand for housing in the United States, the mortgage credit crisis and other local, State and national economic factors, the Bonds went into default and, as a result, various litigation ensued; and

WHEREAS, as a result of the foregoing, on November 29, 2011, Lennar Homes, LLC, a Florida limited liability company (the "**Current Developer**") became the current owner and developer of the developable lands within the District (the "**Lennar Lands**") not owned by end-users or other builder owners; and

WHEREAS, in connection with the acquisition of the Lennar Lands, Lennar Homes, LLC purchased all of the Outstanding Bonds (herein, the "**Lennar Beneficial Owner**"); and

WHEREAS, in connection with the acquisition of the Lennar Lands and the Outstanding Bonds, the District, the Trustee, the Lennar Beneficial Owner, Treviso Holding LLC and Naples Estates, LLC entered into that certain Settlement and Forbearance Agreement (the "**Forbearance Agreement**") relating to certain actions on the part of the parties thereto to be taken thereunder; and

RESOLUTION NO. 2014-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING AMENDING THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, BOTH BY AND BETWEEN THE DISTRICT AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), SECURING THE DISTRICT'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2006A (THE "BONDS"), TO AMEND THE DEFINITION OF DEBT SERVICE RESERVE REQUIREMENT WITH RESPECT TO THE BONDS; TO PROVIDE FOR A DEFINITION FOR OPTIONAL PREPAYMENT AND TO MAKE CERTAIN OTHER CHANGES RELATING THERETO; ALL PURSUANT TO A REQUEST OF THE CURRENT DEVELOPER AND CONSENT OF THE BENEFICIAL OWNER OF 100% OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, SUBJECT TO RECEIVING THE REQUIRED CONSENT THERETO BY THE EFFECTED OWNERS OF THE BONDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE MATTERS AUTHORIZED BY THIS RESOLUTION INCLUDING, BUT NOT LIMITED TO, THE TERMINATION OF THAT CERTAIN SETTLEMENT AND TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District has been informed that all actions required to be taken under the Forbearance Agreement have been taken and that such agreement should be terminated (herein, "**Termination**"); and

WHEREAS, the Current Developer has asked the Board to authorize certain amendments to the Indenture regarding the definition of "Prepayment" set forth in the Indenture, the application of such Prepayments, the definition of Debt Service Reserve Account Requirement with respect to the Series 2006A Bonds, the period of time between the giving of notice of redemption by the Trustee, and related provisions thereto (herein, collectively the "**Indenture Amendments**"); and

WHEREAS, in light of the proposed Indenture Amendments, it is understood that pursuant to the terms of the Indenture, that 100% of the Lennar Beneficial Owner must consent to the Indenture Amendments before it becomes effective; and

WHEREAS, by virtue of the execution of the consents to the Amendment by the Lennar Beneficial Owner, such party will have consented to the Indenture Amendments of the Indenture as contemplated by the First Amendment (as defined below) and such consent shall constitute direction for the Trustee to join in the execution and delivery of the Second Amendment; and

WHEREAS, the District desires to authorize the actions necessary to accomplish the foregoing, including the Termination, including authorizing that any other necessary instruments and certificates to be executed and delivered in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors (the "Board") of the Wentworth Estates Community Development District, as follows:

Section 1. Bondholders' Consent. The Board agrees to take the actions contemplated by the Second Amendment based on the request of the Current Developer and the direction and consent of the Lennar Beneficial Owner who is the beneficial owner of 100% of the Bonds Outstanding. The form of such direction and consent is attached to the First Amendment as Exhibit A.

RESOLUTION NO. 2014-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING AMENDING THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, BOTH BY AND BETWEEN THE DISTRICT AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), SECURING THE DISTRICT'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2006A (THE "BONDS"), TO AMEND THE DEFINITION OF DEBT SERVICE RESERVE REQUIREMENT WITH RESPECT TO THE BONDS; TO PROVIDE FOR A DEFINITION FOR OPTIONAL PREPAYMENT AND TO MAKE CERTAIN OTHER CHANGES RELATING THERETO; ALL PURSUANT TO A REQUEST OF THE CURRENT DEVELOPER AND CONSENT OF THE BENEFICIAL OWNER OF 100% OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE, SUBJECT TO RECEIVING THE REQUIRED CONSENT THERETO BY THE EFFECTED OWNERS OF THE BONDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE MATTERS AUTHORIZED BY THIS RESOLUTION INCLUDING, BUT NOT LIMITED TO, THE TERMINATION OF THAT CERTAIN SETTLEMENT AND TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Section 2. Authorization of Execution and Delivery of First Amendment to Master Trust Indenture and First Supplemental Trust Indenture. The Board hereby authorizes and approves the execution by the Chairperson, or in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board, and the delivery of the First Amendment to Master Trust Indenture and First Supplemental Trust Indenture (herein, the "First Amendment") by and between the District and the Trustee in substantially the form thereof attached hereto and marked Exhibit "A," and such First Amendment is hereby approved, with such changes therein as shall be approved by the Chairperson (or in the absence of the Chairperson, the Vice Chairperson or any other member of the Board in the absence of the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the First Amendment attached hereto; provided, however, that the First Amendment shall not be effective unless and until the Consent is obtained.

Section 3. Designation of Attesting Members. Each Assistant Secretary of the Board and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on the First Amendment and any other documents which may be necessary or helpful in connection with the intent of this resolution.

Section 4. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District and the agents and employees of the District are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any documents as may be necessary to carry out and comply with the provisions of this resolution, the proposed Indenture Amendments and the Termination of the Forbearance Agreement and all of the acts and doings of such members of the Board, the officers of the District and the agents and employees of the District which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

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Section 5. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 6. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of the Wentworth Estates Community Development District, this 10th day of March, 2014.

**WENTWORTH ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: Russell R. Smith
Title: Chairperson, Board of Supervisors

By: _____
Name: James P. Ward
Title: Assistant Secretary, Board of Supervisors

RESOLUTION NO. 2014-2

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EXHIBIT A

**FORM OF FIRST AMENDMENT TO MASTER TRUST INDENTURE AND
FIRST SUPPLEMENTAL TRUST INDENTURE**

WPB 383190182v4/046793.020000

FIRST AMENDMENT TO MASTER TRUST INDENTURE AND
FIRST SUPPLEMENTAL TRUST INDENTURE

Between

WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT,
as the District

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of
March 1, 2014

relating to

WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2006A

**FIRST AMENDMENT TO MASTER TRUST INDENTURE AND
FIRST SUPPLEMENTAL TRUST INDENTURE**

THIS FIRST AMENDMENT TO MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE (herein, the “**Amendment**”) dated as of March 1, 2014, by and between the **WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the “**District**” or “**Issuer**”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States and having corporate trust offices in Orlando, Florida (together with its permitted successors and assigns, the “**Trustee**”), and consented to by the Lennar Beneficial Owner (as hereinafter defined) of the Bonds (as defined below).

W I T N E S S E T H :

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), created by Ordinance No. 2004-37 of the Board of County Commissioners of Collier County, Florida, effective June 15, 2004, as amended by Ordinance No. 2006-13 of the County Board effective on April 3, 2006; and

WHEREAS, the District is a party to that certain Master Trust Indenture (the “**Master Indenture**”), and First Supplemental Trust Indenture (the “**First Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”) each dated as of May 1, 2006, between the District and the Trustee; and

WHEREAS, on May 16, 2006, the District issued its \$38,145,000 in aggregate principal amount of Special Assessment Bonds, Series 2006A (the “**Series 2006A Bonds**”) and its \$26,315,000 Special Assessment Bonds, Series 2006B (the “**Series 2007B Bonds**” and, together with the Series 2006A Bonds, the “**Bonds**”), all pursuant to the terms of the Indenture; and

WHEREAS, any capitalized term used in this resolution and not otherwise defined herein shall have the meaning ascribed to such term in the Indenture; and

WHEREAS, the Series 2006B Bonds are no longer Outstanding; and

WHEREAS, as a result of the non-payment of the Special Assessments by the initial developer, the dramatic reduced demand for housing in the United States, the mortgage credit crisis and other local, State and national economic factors, the Bonds went into default and, as a result, various litigation ensued; and

WHEREAS, as a result of the foregoing, on November 29, 2011 Lennar Homes, LLC, a Florida limited liability company (the “**Current Developer**”) purchased the developable lands in the District not owned by end-users or other builder owners (the “**Lennar Lands**”); and

WHEREAS, in connection with the acquisition of the Lennar Lands, Lennar Homes, LLC purchased all of the Outstanding Series 2006A Bonds (herein, the “**Lennar Beneficial Owner**”); and

WHEREAS, the Current Developer has asked the Board to authorize certain amendments to the Indenture regarding the definition of “Prepayment” set forth in the Indenture, the application of such Prepayments, the definition of the Debt Service Reserve Account Requirement and the period of time between the giving of notice of redemption by the Trustee and the applicable redemption date for certain redemptions of the Series 2006A Bonds (herein, collectively the “**Indenture Amendments**”); and

WHEREAS, in light of the proposed Indenture Amendments, it is understood that pursuant to the terms of the Indenture, the Lennar Beneficial Owner, as the beneficial owner of 100% of the Outstanding Series 2006A Bonds, must consent to the Indenture Amendments before it becomes effective; and

WHEREAS, by virtue of the execution of the consents to this Amendment by the Lennar Beneficial Owner, such party will have consented to the Indenture Amendments as contemplated by this Amendment and such consent shall constitute direction for the Trustee to join in the execution and delivery of this Amendment; and

WHEREAS, the District and the Trustee now desire to amend, and the Lennar Beneficial Owner hereby approves and consents to such Indenture Amendment in the manner hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1: Definitions. Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the Indenture.

Section 2: Application. This Amendment shall amend certain provisions of the Master Indenture, as amended, the First Supplemental Indenture, as amended, and the Series 2006A Bonds without the necessity of amending each such instruments separately. To the extent any provision in the Master Indenture or First Supplemental Indenture or the Series 2006A Bonds is addressed in this Amendment, the provisions in this Amendment relating thereto shall govern.

Section 3: Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District and for the Lennar Beneficial Owner to approve and consent to the amendments herein contemplated. Notwithstanding that the Indenture Amendments regarding Optional Prepayments are being made at the request of the Current Developer and consented to by the Lennar Beneficial Owner, any landowner within the District subject to Special Assessments may avail itself of such right to make such Optional Prepayments.

Section 4: Amendments to First Supplemental Trust Indenture.

(a) The following definition shall be added to Article I of the First Supplemental Trust Indenture:

“Optional Prepayments” shall mean either (i) an Optional Prepayment of Series 2006A Prepayment Principal made in cash by an owner of property within the boundaries of the District, or (ii) the surrender of Series 2006A Bonds to the District for cancellation. Only property within the boundaries of the Issuer owned by the Current Developer or such other landowner that uses cash or surrenders Series 2006A Bonds shall receive a complete reduction or pro-rata reduction, as the case may be, on Series 2006A Special Assessments from an Optional Prepayment made pursuant to clauses (i) or (ii) above. The value of such Optional Prepayment made pursuant to clause (ii) above will be equal to the principal amount of the Series 2006A Bonds so surrendered for cancellation, unless the beneficial owner of such bonds shall direct the District in writing to treat the value of such Optional Prepayment made pursuant to clause (ii) above as to be some amount less than the principal amount of Series 2006A Bonds so surrendered for cancellation. If the Current Developer or other landowner owns more than one parcel of land subject to the Series 2006A Special Assessments, the Current Developer or other landowner may designate which parcels of land will be affected by an Optional Prepayment. An Optional Prepayment described in clause (ii) above may also be used to satisfy past due or current annual installments of Series 2006A Special Assessments. Unless the Issuer and the Trustee are notified in writing to the contrary, no accrued and unpaid interest relating to the Series 2006A Prepayment Principal optionally prepaid pursuant to clause (ii) shall be due and owing.

(b) The following definition set forth in Article I of the First Supplemental Trust Indenture is hereby amended to read as follows:

“Prepayment” shall mean the payment by any owner of property of the amount of Special Assessments encumbering its property in whole or in part, including Optional Prepayments and prepayments which become due pursuant to the true-up mechanism contained in the Assessment Resolutions.

(c) The definition of “**Debt Service Reserve Account Requirement**” set forth in Article I of the First Supplemental Trust Indenture, with respect to the Series 2006A Bonds, is hereby amended to read as follows:

“Debt Service Reserve Account Requirement,” with respect to the Series 2006A Bonds, shall mean **\$199,500.00**. Notwithstanding any provision to the contrary, there shall be no principal reduction in the Series 2006A Debt Service Reserve Account Requirement for the Series 2006A Bonds as a result of any Prepayment of the Series 2006A Special Assessments. All earnings on the amount in the Series 2006A Debt Service Reserve Account shall be retained therein. Moneys on deposit in the Series 2006A Debt Service Reserve Account may be used to pay principal and interest on the Series 2006A Bonds at final maturity or upon a redemption in full.

(d) The definition of “Series 2006A Prepayment Principal” shall be amended to read as follows:

“Series 2006A Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2006A Special Assessments being paid or prepaid.

(e) On the effective date of this Amendment, the following defined terms in Article I of the First Supplemental Trust Indenture shall be void, and no longer have any force and effect under the Indenture: “Deemed Outstanding”; “Deferred Costs”; “Deferred Costs Subaccount”; “Investment Grade Rating”; “Series 2006A Reserve Account Percentage”; and “Substantially Absorbed.”

(f) Paragraph (v) of Section 3.01(b) of the First Supplemental Trust Indenture is hereby deleted and shall be of no force and effect.

(g) Section 4.01(g)(i) of the First Supplemental Trust Indenture is hereby amended and restated to read as follows:

Proceeds of the Series 2006A Bonds shall be deposited into the Series 2006A Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this First Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2006A Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for the purposes provided therein.

(h) Section 4.01(g)(ii) of the First Supplemental Trust Indenture is hereby deleted and shall be of no force and effect.

(i) Paragraph (a) of Section 4.05 of the First Supplemental Indenture is hereby amended and restated to read as follows:

Prepayments; Removal of Special Assessment Liens. At any time any owner of property subject to the Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived

from application of the “true up” mechanism therein or as a result of Optional Prepayments, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer all or a portion of the Special Assessment or by operation of clause (ii) of the definition of Optional Prepayment, which shall constitute Series 2006A Prepayment Principal, plus, in the case of Series 2006A Prepayment Principal (unless such Prepayment is an Optional Prepayment described in clause (ii) of the definition of such term), accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within 45 calendar days before an Interest Payment Date) attributable to the property subject to Special Assessment owned by such owner.

Section 5: Amendment to Section 8.02 of the Master Trust Indenture. Section 8.02 of the Master Trust Indenture is hereby supplemented by the addition of the following paragraph at the end of such section:

Notwithstanding anything in this Section 8.02 to the contrary, for as long as the Lennar Beneficial Owner is the beneficial owner of 100% of the Bonds Outstanding, the Trustee shall give not less than two (2) days’ notice of redemption. For purposes of redemption and notices of redemption, unless notified to the contrary in writing by the District or the Lennar Beneficial Owner, the Trustee is entitled to determine that the Lennar Beneficial Owner continues to be the beneficial owner of 100% of the Bonds Outstanding and can conclusively rely on such determination.

Section 6: Applicability Remaining Provisions. Except as expressly modified as stated above, all provisions of the Indenture shall remain unaffected and in full force and effect.

Section 7: Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 8: No Personal Liability or Accountability. No covenant or agreement contained in this Amendment shall be deemed to be the covenant or agreement of any present, past or future member, agent or employee of the District or the Trustee, in his or her individual capacity, and neither the members of the District or the Trustee, nor any official, agent or employee of the District or the Trustee, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of this Amendment.

Section 9: Binding Effect This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and the owners of the Bonds and their respective successors and assigns.

Section 10: Severability. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 11: Effective Date. This Amendment shall become effective upon (i) the execution by the District and the Trustee and the receipt by the Trustee of the written consent (in substantially the form attached hereto) approving this Amendment signed by the Lennar Beneficial Owner, as required by Section 13.02 of the Master Indenture; and (ii) Bond Counsel delivers an opinion to the Trustee and the District to the effect that this Amendment will not, in and of itself, adversely affect the tax status of the Bonds, that the Amendment is permitted and has been authorized by the Issuer, and all things necessary to make the Amendment a valid and binding agreement has been done.

IN WITNESS WHEREOF, the District and the Trustee have caused this Amendment to be executed on their behalf by their duly authorized representatives as of the date first above written.

(SEAL)

District:

WENTWORTH ESTATES COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

By: _____
Name: Anthony Burdett
Title: Assistant Secretary

By: _____
Name: Russell R. Smith
Title: Chairperson

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

On this ____ day of March, 2014, before me, a notary public in and for the State and County aforesaid, personally appeared _____, Chairperson of the Board of Supervisors of Wentworth Estates Community Development District, who acknowledged that he/she did sign the foregoing instrument as such officer, for and on behalf of Wentworth Estates Community Development District; that the same is his/her free act and deed as such officer, and the free act and deed of Wentworth Estates Community Development District; and that the seal affixed to said instrument is the seal of Wentworth Estates 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

(Name of Notary Public, Print, Stamp or Type
as Commissioned)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

[Signatures continued on following page.]

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

On this ____ day of March, 2014, before me, a notary public in and for the State and County aforesaid, personally appeared _____, _____ Secretary of the Board of Supervisors of Wentworth Estates Community Development District, who acknowledged that he/she did sign the foregoing instrument as such officer, for and on behalf of Wentworth Estates Community Development District; that the same is his/her free act and deed as such officer, and the free act and deed of Wentworth Estates Community Development District; and that the seal affixed to said instrument is the seal of Wentworth Estates 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

(Name of Notary Public, Print, Stamp or Type
as Commissioned)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

[Signatures continued on following page.]

Trustee:

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

By: _____
Name:
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

On this _____ day of March, 2014, before me, a notary public in and for the State and County aforesaid, personally appeared _____, a Vice President and Trust Officer of U.S. Bank National Association, as Trustee, who acknowledged that he/she did sign said instrument as such officer for and on behalf of said association; that the same is his/her free act and deed as such officer and the free act and deed of said association.

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

(Name of Notary Public, Print, Stamp or Type
as Commissioned)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

**FIRST AMENDMENT TO MASTER TRUST INDENTURE AND
FIRST SUPPLEMENTAL TRUST INDENTURE**
(herein, the “**Amendment**”)
(Wentworth Estates Community Development District)

Record Date: March 1, 2014

ACKNOWLEDGED AND CONSENTED TO:

The undersigned hereby represents and certifies as of the Record Date stated above that he/she is duly authorized and has full power to execute this Acknowledgment and Consent on behalf of the entity named below. By execution of this Acknowledgment and Consent, U.S. Bank National Association, as Trustee, is hereby directed to enter into the Amendment.

LENNAR HOMES, LLC, as Beneficial Owner
of the following Bonds

By: _____
Name: Darin McMurray
Title: Vice President
Date: March, 2014
DTC Participant: 2023

Series 2006A Bonds currently beneficially owned:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>	<u>CUSIP Number</u>
May 1, 2037		5.625%	950679AA8

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of this _____ day of March, 2014 by and between **WENTWORTH ESTATES 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 **STANTEC CONSULTING SERVICES, 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 financial and economic studies, 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

ENGINEERING SERVICES AGREEMENT

District's Manager. This may include rendering assistance in the drafting of forms, 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

ENGINEERING SERVICES AGREEMENT

PUD Ordinance), rules and regulations, and shall be performed with the degree of care 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:

Workers Compensation	Statutory
General Liability <ul style="list-style-type: none">• Bodily Injury (including Contractual)• Property Damage (including Contractual)	\$1,000,000/ \$2,000,000 \$1,000,000/ \$2,000,000
Automobile Liability (if Applicable) <ul style="list-style-type: none">• Bodily Injury• Property Damage	\$1,000,000/ \$2,000,000 \$1,000,000
Professional Liability for Errors and Omissions	\$5,000,000

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 and Miromar Lakes, LLC, and its subsidiaries 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

ENGINEERING SERVICES AGREEMENT

imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in 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:	Stantac Consulting Services, Inc. 3200 Bailey Lane Naples, Florida 34105 Phone: 239-649-4040 Attention: Mr. _____ Vice President
IF TO DISTRICT:	Wentworth Estates Community Development District 2041 NE 6 th Terrace Wilton Manors, Florida 33305 Phone: 954-658-4900 E-Mail: Ward9490@comcast.net Fax: Not Applicable Attention: Mr. James P. Ward
WITH A COPY TO:	Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103 Phone: 239-435-3535 Fax: 239-435-1218 Attention: Mr. Gregory L. Urbancic

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

ENGINEERING SERVICES AGREEMENT

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.

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:

**WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

By: _____
Russell R. Smith, Chairman

ENGINEER:

STANTEC CONSULTING SERVICES, INC.
a Florida corporation

By: _____

Vice President

ENGINEERING SERVICES AGREEMENT

SCHEDULE A

Wentworth Estates Community Development District

Financial Statements

January 31, 2014



Prepared by:

JPWARD AND ASSOCIATES LLC

513 NE 13TH AVENUE

FORT LAUDERDALE, FLORIDA 33301

E-MAIL: WARD9490@COMCAST.NET

PHONE: (954) 658-4900

Wentworth Estates Community Development District
Balance Sheet
for the Period Ending January 31, 2014

	Governmental Funds					Totals (Memorandum Only)
	Debt Service Funds			Account Groups		
	General Fund	Series 2006	Capital Project Fund	General Long Term Debt	General Fixed Assets	
Assets						
Cash and Investments						
General Fund - Invested Cash	\$ 33,599	\$ -	\$ -	\$ -	\$ -	\$ 33,599
Capital Project Fund - Series 2006						
Construction Account	-	-	53	-	-	\$ 53
Debt Service Fund						
Interest Account	-	0	-	-	-	0
Sinking Account	-	-	-	-	-	-
Reserve Account	-	199,524	-	-	-	199,524
Revenue	-	408,320	-	-	-	408,320
Prepayment Account	-	52,621	-	-	-	52,621
Deferred Cost Account	-	-	-	-	-	-
Due from Other Funds	0					0
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Market Valuation Adjustments	-	-	-	-	-	-
Accrued Interest Receivable	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	660,464	-	660,464
Amount to be Provided by Debt Service Funds	-	-	-	35,709,536	-	35,709,536
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	53,385,470	53,385,470
Total Assets	\$ 33,599	\$ 660,464	\$ 53	\$ 36,370,000	\$ 53,385,470	\$ 90,449,587

**Wentworth Estates Community Development District
Balance Sheet
for the Period Ending January 31, 2014**

	Governmental Funds					Totals (Memorandum Only)
	Debt Service Funds			Account Groups		
	General Fund	Series 2006	Capital Project Fund	General Long Term Debt	General Fixed Assets	
Liabilities						
Accounts Payable & Payroll Liabilities	\$ 25,270	\$ -		\$ -	\$ -	\$ 25,270
Due to Other Funds						-
General Fund	-	-	\$ -	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Due to Bondholders		1,475,000				1,475,000
Bonds Payable						-
Current Portion	-	-		700,000	-	700,000
Long Term	-	-		35,670,000	-	35,670,000
Matured Bonds Payable	-	-		-	-	-
Matured Interest Payable	-	-		-	-	-
Total Liabilities	<u>\$ 25,270</u>	<u>\$ 1,475,000</u>	<u>\$ -</u>	<u>\$ 36,370,000</u>	<u>\$ -</u>	<u>\$ 37,870,270</u>
Fund Equity and Other Credits						
Investment in General Fixed Assets	-	-		-	53,385,470	53,385,470
Fund Balance						
Restricted						
Beginning: October 1, 2013 (Unaudited)	-	(166,269)	49	-	-	(166,220)
Results from Current Operations	-	(648,267)	4	-	-	(648,263)
Unassigned						
Beginning: October 1, 2013 (Unaudited)	(15,514)	-		-	-	(15,514)
Results from Current Operations	23,843	-		-	-	23,843
Total Fund Equity and Other Credits	<u>\$ 8,329</u>	<u>\$ (814,536)</u>	<u>\$ 53</u>	<u>\$ -</u>	<u>\$ 53,385,470</u>	<u>\$ 52,579,316</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 33,599</u>	<u>\$ 660,464</u>	<u>\$ 53</u>	<u>\$ 36,370,000</u>	<u>\$ 53,385,470</u>	<u>\$ 90,449,587</u>

Prepared by:

JPWARD and Associates, LLC

Unaudited

Wentworth Estates Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2014

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Interest							
Interest - General Checking	5	4	16	10	35	100	35%
Special Assessment Revenue							
Special Assessments - On-Roll	-	12,654	18,098	2,662	33,413	36,006	93%
Special Assessments - Off-Roll	-	-	100,000	2,444	102,444	161,770	63%
Intergovernmental Transfers In	-	-	-	-	-	-	
Total Revenue and Other Sources:	\$ 5	\$ 12,658	\$ 118,113	\$ 5,115	135,892	\$ 197,875	69%
Expenditures and Other Uses							
Legislative							
Board of Supervisor's - Fees	-	-	-	-	-	-	N/A
Board of Supervisor's - Taxes	-	-	-	-	-	-	N/A
Executive							
Professional Management	4,167	4,167	4,167	4,167	16,667	50,000	33%
Financial and Administrative							
Audit Services	-	-	-	-	-	14,000	0%
Accounting Services	1,333	1,333	1,333	1,333	5,333	16,000	33%
Assessment Roll Services	667	667	667	667	2,667	8,000	33%
Assessment Methodology Services	-	-	-	-	-	-	N/A
Arbitrage Rebate Services	-	-	-	-	-	1,000	0%
Other Contractual Services							
Recording and Transcription	-	-	-	-	-	-	N/A
Legal Advertising	2,225	-	-	-	2,225	1,500	148%
Trustee Services	-	-	22,980	-	22,980	10,500	219%
Dissemination	-	-	-	-	-	5,000	0%
Property Appraiser/Tax Collector Fees	1,508	-	-	-	1,508	1,500	101%
Bank Service Charges	50	56	69	94	268	600	N/A

Prepared by:

JPWARD and Associates, LLC

Wentworth Estates Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2014

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Travel and Per Diem	-	-	-	-	-	-	N/A
Communications & Freight Services							
Telephone	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	12	72	63	6	153	600	26%
Insurance	29,099	-	29,099	-	58,198	70,000	83%
Printing & Binding	-	-	-	-	-	600	0%
Website Development	-	-	229	-	229	2,400	N/A
Subscription & Memberships	175	-	-	-	175	175	100%
Legal Services							
Legal - General Counsel	-	-	1,496	150	1,646	10,000	16%
Legal - Foreclosure Counsel	-	-	-	-	-	-	N/A
Legal - Tax Counsel	-	-	-	-	-	5,000	N/A
Other General Government Services							
Engineering Services - General Fund	-	-	-	-	-	1,000	0%
Contingencies	-	-	-	-	-	-	N/A
Sub-Total:	39,235	6,295	60,101	6,417	112,049	197,875	177%
Total Expenditures and Other Uses:	\$ 39,235	\$ 6,295	\$ 60,101	\$ 6,417	112,049	\$ 197,875	57%
Net Increase/ (Decrease) in Fund Balance	(39,230)	6,364	58,012	(1,302)	23,843	0	
Fund Balance - Beginning	(15,514)	(54,745)	(48,381)	9,631	(15,514)	-	
Fund Balance - Ending	\$ (54,745)	\$ (48,381)	\$ 9,631	\$ 8,329	8,329	\$ 0	

Wentworth Estates Community Development District
Debt Service Fund - Series 2006 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2014

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Interest Income	4	6	1	2	12	17	73%
Special Assessment Revenue							
Special Assessments - On-Roll	28,226	125,945	180,123	26,490	332,558	347,698	96%
Special Assessments - Off-Roll	-	-	-	-	-	2,320,754	0%
Special Assessments - Prepayments	-	21,169	28,226	-	49,395		
Discounts on Bonds	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 28,229	\$ 147,120	\$ 208,350	\$ 26,491	381,965	\$ 2,668,469	14%
Expenditures and Other Uses							
Debt Service							
Principal Debt Service - Mandatory							
Series 2006 A Bonds	-	-	-	-	-	\$ 700,000	0%
Series 2006 B Bonds	-	-	-	-	-	-	N/A
Principal Debt Service - Prepayments							
Series 2006 A Bonds	-	25,000	-	-	25,000	-	N/A
Series 2006 B Bonds	-	-	-	-	-	-	N/A
Interest Expense							
Series 2006 A Bonds	-	1,033,453	-	-	1,033,453	1,968,469	53%
Series 2006 B Bonds	-	-	-	-	-	-	N/A
Foreclosure Counsel	-	-	-	-	-	-	N/A
Property Appraiser & Tax Collector	-	-	-	-	-	-	N/A
Intragovernmental Transfers Out	1	1	1	1	4	-	N/A
Total Expenditures and Other Uses:	\$ 1	\$ 1,058,454	\$ 1	\$ 1	1,058,457	\$ 2,668,469	40%
Net Increase/ (Decrease) in Fund Balance	28,228	(911,334)	208,349	26,490	(648,267)	0	
Fund Balance - Beginning	(166,269)	(138,040)	(1,049,375)	(841,026)	(166,269)	-	
Fund Balance - Ending	\$ (138,040)	\$ (1,049,375)	\$ (841,026)	\$ (814,536)	(814,536)	\$ 0	

Wentworth Estates Community Development District
Debt Service Fund - Series 2006 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2014

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income							
Construction Account	-	-	-	-	-	-	N/A
Working Capital Account	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	1	1	1	1	4	-	N/A
Total Revenue and Other Sources:	\$ 1	\$ 1	\$ 1	\$ 1	\$ 4	\$ -	N/A
Expenditures and Other Uses							
Capital Outlay							
Construction in Progress							
Engineering Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Legal Services	-	-	-	-	-	-	N/A
Construction In Progress	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	1	1	1	1	4	-	
Fund Balance - Beginning	49	50	51	52	49	49	
Fund Balance - Ending	\$ 50	\$ 51	\$ 52	\$ 53	\$ 53	\$ 49	