AMENDMENT AND RESTATEMENT OF
WEST VILLAGES DEVELOPER AGREEMENT (POST ANNEXATION)

THIS AMENDMENT AND RESTATEMENT OF WEST VILLAGES DEVELOPER AGREEMENT (POST ANNEXATION) (this "**Restated Agreement**") is made by and between **WELLEN PARK, LLLP**, a Florida limited liability limited partnership, formerly known as West Villages, LLLP ("**WVLP**"), acting for itself and the WVLP Entities (as hereinafter defined), the **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida ("**District**"), and the **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality in the State of Florida ("**City**") (collectively, the "**Parties**").

RECITALS

A. The Annexed Property (as hereinafter defined) was subject to the *General Principles of Agreement* which addressed the provision of certain land, facilities, and equipment relative to the Annexed Property for recreational, fire safety, law enforcement, solid waste, and other City government purposes, which agreement anticipated additional terms would be negotiated between the Parties in a "post-annexation agreement."

B. The Parties previously entered into a March 25, 2020 "*West Villages Developer Agreement (Post Annexation)*," recorded in Official Records Instrument # 2020042302, Public Records of Sarasota County, Florida (the "**Original Agreement**"), to, among other things, address and coordinate the manner in which System Improvements (as hereinafter defined) will be provided within the Annexed Property which was intended by the Parties to constitute the post-annexation agreement referenced in the *General Principles of Agreement*.

C. The Parties previously entered into a July 2, 2020, "*Partial Assignment (Related to Design and Construction of Fire Station No. 1) of West Villages Developer Agreement (Post Annexation)*," recorded in Official Records Instrument # 2020150726, Public Records of Sarasota County, Florida, (collectively with the "Original Agreement," the "**Agreement**") which assigns all of the District's rights, duties, liabilities, and obligations under Section 3.5 and 3.9(b) of the Agreement to WVLP.

D. Consistent with the terms of the Agreement, certain of the System Improvements described therein have been provided and the Parties' have fully met their obligations with respect to such System Improvements which are more particularly identified hereinbelow.

E. Based on the manner in which the Annexed Property is being developed, the manner in which it is anticipated to be built out, the needs of the City and the future residents of the Annexed Property, and other opportunities beneficial to the Parties, the Parties desire to alter and modify certain of the remaining System Improvements to be provided in connection with the development of the Annexed Property as contemplated by the Agreement.

F. Consistent with Recital E, above, the Parties desire to amend and restate the Agreement to memorialize the obligations each have met under the Agreement's terms thus far and, further, to memorialize the manner in which the balance of the System Improvements will be provided within the District.

G. Because the amendments described in Recital F, above, would involve changes to numerous provisions of the Agreement, the Parties have determined and agree that it is more prudent, practicable, and mutually beneficial to make the amendments in the form of an

amendment and restatement of the Agreement; thus, the Parties are entering this Restated Agreement which constitutes an amendment and complete restatement of the Agreement replacing and superseding the Agreement in its entirety.

H. Consistent with and pursuant to Chapter 58, Article III, *Code of the City of North Port, Florida*, the System Improvements addressed by this Restated Agreement are comprised of the fire/rescue system improvements, law enforcement system improvements, park system improvements, and general government system improvements as identified therein.

I. The Parties agree that this Restated Agreement constitutes the post-annexation agreement referenced in the *General Principles of Agreement* and that this Restated Agreement supersedes the *General Principles of Agreement* in its entirety and provides the Parties' rights and obligations for the planning, design, construction, and transfer of the land, facilities, and equipment to the City as set forth herein.

J. The Parties agree that this Restated Agreement does not amend, supersede or otherwise affect the *2019 Amended and Restated Utilities Agreement*, dated September 10, 2019, as may be amended from time to time, related to capacity for and construction of water and wastewater facilities, which agreement remains in full force and effect.

K. The City Commission has considered the location, magnitude, and demand for public services; the general concepts for the growth proposed within the Annexed Property; the consultant studies; and the staff evaluations of the cost for System Improvements necessary to maintain the same quality public services for the Annexed Property as established by the City Commission and currently enjoyed by other citizens and that the City Commission has determined that the System Improvements as described in this Restated Agreement are needed and will benefit the future residents and businesses within the Annexed Property.

L. The City Commission having considered the factors required by Section 58-108 of the Code of the City of North Port, Florida, has determined that the System Improvements referenced in this Restated Agreement qualify for impact fee expenditures and developer reimbursement.

M. The Parties further agree that this Restated Agreement constitutes a developer agreement for the reimbursement of impact fees, pursuant to the Special Act (as hereinafter defined) and to Section 58-108 of the Code of the City of North Port, Florida.

N. The Parties acknowledge and agree that the District and WVLP desire to provide the City with turn-key System Improvements as described in this Restated Agreement for the delivery of needed City public services and the land related to these System Improvements, that the City desires to own and operate the System Improvements and to provide the District and WLVP, as applicable, a limited reimbursement from impact fees of the cost for certain of the System Improvements, and that this Restated Agreement represents the Parties' proportionate fair share of the costs of the needed System Improvements resulting from the development.

ACCORDINGLY, in consideration of the mutual undertakings and agreements herein contained and accepted, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties covenant and agree to the following terms and conditions which constitute an amendment and complete restatement of the Agreement:

ARTICLE 1: RECITALS

The above recitals are true and correct, form a material part of this Restated Agreement, and are hereby incorporated herein and made a part hereof.

ARTICLE 2: DEFINITIONS

When used in this Restated Agreement, the following terms have the following respective meanings (unless expressly provided otherwise):

2.1 "51.9 ACRE PARCEL" means the approximately 51.9-acre parcel generally located in southeast quadrant of Tamiami Trail and South River Road (PID No. 0788010003) owned by WVLP as of the Effective Date of this Restated Agreement, 20 acres of which is to be conveyed to the City for development of the Public Works Building (as hereinafter defined), 15 acres of which is to be reserved for potential use as the Sports Facility (as hereinafter defined), and the remaining 16.9 acres of which is to be retained by WVLP.

2.2 "63 ACRE PARK PARCEL" means the approximately 63.0-acre parcel on South River Road, generally located south of Tamiami Trail and north of East River Road, pursuant to and as described in the Special Warranty Deed recorded in Official Records Instrument # 2009084226, Public Records of Sarasota County, Florida, which is owned by the City as of the Effective Date of this Restated Agreement.

2.3 "ANNEXED PROPERTY" means the real property located within the District and concurrently within the municipal boundary of the City. The Annexed Property is more specifically described in **Exhibit "A,"** attached and incorporated into this Restated Agreement.

2.4 "COMBINED USE LAND" means the approximately 74.0-acre parcel generally located on the east side of South River Road approximately 1,700 feet north of East River Road (a portion of PID No. 0797-00-1200), as more particularly described in Exhibit "E" to the Original Agreement, which is owned by WVLP as of the Effective Date of this Restated Agreement.

2.5 "DISTRICT BOUNDARIES" means the real property that is subject to the jurisdiction of the District located in part within the boundary of the City and in part within the boundary of unincorporated County of Sarasota. The District Boundaries are more specifically described in **Exhibit "B,"** attached and incorporated into this Restated Agreement.

2.6 "DISTRICT CONCEPTUAL PLAN" means the map attached hereto as **Exhibit "C,"** and incorporated into this Restated Agreement, which depicts the general location of the Fire Stations, Blue Heron Park, Sports Tourism Park Parcel, Potential Sports Facility Parcel, Public Works Parcel, and General Government Land.

2.7 "EFFECTIVE DATE" means the date the last party approves or executes this Restated Agreement, at which time this Restated Agreement will become binding upon the Parties.

2.8 "FF&E" means all furnishings, fixtures, fittings, and equipment necessary for the operation of a building constituting a System Improvement, including all apparatus, vehicles, and equipment.

2.9 "FIRE STATION NO. 1 PARCEL" means the real property described in the Warranty Deed recorded in Official Records Instrument # 2022067643, Public Records of Sarasota County, Florida, owned by the City as of the Effective Date of this Restated Agreement.

2.10 "FIRE STATION NO. 2 PARCEL" means the real property described as Tract 102 of Manasota Beach Ranchlands Plat No.1, as shown and described on the plat thereof recorded in Plat Book 55, Pages 367 through 373, Public Records of Sarasota County, Florida, owned by WVLP as of the Effective Date of this Restated Agreement.

2.11 "FIRE STATIONS" refers to Fire Station Nos. 1, 2, and 3.

2.12 "FIRE STUDY" means the *West Villages Florida Fire Station Location Study* and dated October 2019, commissioned by WVLP and prepared by Emergency Services Consulting International, Inc. attached hereto as **Exhibit "D,"** and incorporated into this Restated Agreement.

2.13 "GENERAL GOVERNMENT LAND" means Tract 9 of Wellen Park Downtown Tracts 6 & 9 Replat, as shown and described on the plat thereof recorded in Plat Book 57, Pages 59 through 61, Public Records of Sarasota County, Florida, owned by WVLP as of the Effective Date of this Restated Agreement.

2.14 "GENERAL PRINCIPLES OF AGREEMENT" means the agreement entitled *General Principles of Agreement* and dated June 26, 2006, as amended, relating to preliminary matters of the annexation of the Annexed Property, its proposed development in the City, and providing for certain land dedications and System Improvements to serve the growth expected within the Annexed Property.

2.15 "INDEX MAP" means the *West Villages Index Map*, as amended, adopted by the City Commission and codified in the ULDC, as may be amended in the future by the City from time to time.

2.16 "PATTERN BOOK" means the *West Villages Village District Pattern Book*, as amended, adopted by the City Commission and codified in the ULDC, as may be amended in the future by the City from time to time.

2.17 "PATTERN PLAN" means a *Village District Pattern Plan* adopted by the City Commission pursuant to the ULDC, as may be amended in the future by the City from time to time.

2.18 "POTENTIAL SPORTS FACILITY PARCEL" means 15 acres of the 51.9 Acre Parcel which is owned by WVLP as of the Effective Date of this Restated Agreement, immediately contiguous to the eastern boundary of the Public Works Parcel, and identified as the "Potential Sports Facility Parcel" on the *District Conceptual Plan* attached hereto as **Exhibit "C,"** which is intended for the development of a sports facility to have multipurpose fields.

2.19 "PUBLIC WORKS PARCEL" means the western 20 acres of the 51.9 Acre Parcel which is owned by WVLP as of the Effective Date of this Restated Agreement and identified as the "Public Works Parcel" on the *District Conceptual Plan* attached hereto as **Exhibit "C,"** which is intended for the development of a public works building.

2.20 "SPECIAL ACT" means Chapter 2004-456, *Laws of Florida*, enacted by the Florida Legislature, establishing the District, as amended by Chapters 2006-355, 2007-307, 2008-284, and 2022-241, *Laws of Florida*, and as may be further amended from time to time.

2.21 "SPORTS TOURISM PARK PARCEL" means the approximately 83.4-acre parcel generally located in the southeast quadrant of East River Road and South River Road (representing a portion of PID No. 0811004000) as generally depicted as the "Sports Tourism Park" on the *District Conceptual Plan* attached hereto as **Exhibit "C,"** which parcel is intended to contain park System Improvements, owned by WVLP as

of the Effective Date of this Restated Agreement.

2.22 "SYSTEM IMPROVEMENT" (or, in the plural form, "System Improvements") means an impact fee-eligible capital improvement that adds capacity to serve new development consistent with its definition contained in Section 58-101, *Code of City of North Port, Florida, as amended*. A System Improvement may include onsite and offsite facilities, rights-of-way, vehicles, equipment, or other capacity-adding capital item, but does not include conveyed land, operational costs, periodic or routine maintenance, or replacement of existing equipment or facilities. Pursuant to Section 58-102, *Code of the City of North Port, Florida, as amended,* the City collects for and maintains an impact fee fund for several accounts for System Improvements including, but not limited to, transportation, park, fire/rescue, law enforcement, general government, and solid waste. These fees, once collected, are to be used to reimburse WVLP and the District, as applicable, as described in this Restated Agreement. For the avoidance of doubt, reimbursement for the planning, design, permitting, construction, and/or equipping of prior and future System Improvements the City is to make to the WVLP and the District, as applicable under this Restated Agreement, include but are not limited to (each as hereinafter defined): the Fire Study; Fire Station No. 1; the Fire Station No. 1 Equipment (including the Fire Station No. 1 Ambulance); the Police Vehicles located at the police substation collocated within Fire Station No. 1; Fire Station No. 2; Fire Station No. 3 (if identified as needed pursuant to Section 5.3 of this Restated Agreement); the Additional Fire Station Improvements; the Police Substation; the Additional Law Enforcement System Improvements; the 63 Acre Park; Blue Heron Park; the Additional Blue Heron Park Improvements; any onsite or offsite System Improvements to serve the Sports Facility; any onsite or offsite System Improvements to serve the Sports Tourism Park; and any other System Improvements contemplated by Section 8.5 of this Restated Agreement.

2.23 "UNIFIED LAND DEVELOPMENT CODE" OR "ULDC" means the City of North Port Unified Land Development Code adopted by the City Commission and in effect as of the Effective Date of this Agreement, and as may be amended from time to time.

2.24 "WVLP ENTITIES" means the collective legal entities wholly owned by WVLP, and who are residential subdivision developers, as follows: Main Street Ranchlands, LLLP, a Florida limited liability limited partnership; Myakka River Club, LLLP, a Florida limited liability limited partnership; Timber Forest Ranch, LLLP, a Florida limited liability limited partnership; Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership; West Villages Parkway East Associates, LLLP, a Florida limited liability limited partnership; Thomas Ranch Land Partners Village 1, LLLP, a Florida limited liability limited partnership; and West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership.

ARTICLE 3: AMENDMENT AND RESTATEMENT OF AGREEMENT

The Agreement is hereby amended and restated in its entirety to read as set forth in this Restated Agreement. The Parties' rights and obligations are as set forth within and established by this Restated Agreement, which constitutes the "Entire Agreement" as expressed in Section 15.1 of this Restated Agreement. Upon the Effective Date of this Restated Agreement, the Agreement shall thereafter be superseded and replaced in its entirety.

ARTICLE 4: PARTIES' OBLIGATIONS COMPLETED UNDER TERMS OF THE AGREEMENT WITH REGARD TO SYSTEM IMPROVEMENTS

4.1 District's and WVLP's Obligations Completed Under the Agreement.

(a) Fire Study. The Fire Study, procured by WVLP, has been completed and is attached as Exhibit "D," and is hereby incorporated into this Restated Agreement.

(b) Fire Station No. 1; Ladder Truck. "**Fire Station No. 1**," with its FF&E, and all related equipment and applicable requirements related to Fire Station No. 1 have been fully designed, constructed, equipped, and completed by WVLP and conveyed to the City, together with one 75' ladder truck, one ambulance (the **"Fire Station No. 1 Ambulance"**), one command vehicle, one brush truck, and related equipment for each vehicle (collectively, the "**Fire Station No. 1 Equipment**"), the cumulative cost of which was $8,688,575.00. Further, the Fire Station No. 1 Parcel has been conveyed by WVLP to the City by Warranty Deed recorded in Official Records Instrument # 2022067643, Public Records of Sarasota County, Florida.

(c) Police Substation. A police substation co-located with Fire Station No. 1 (the "**Police Substation**"), with its FF&E, and all other applicable requirements relating to the Police Substation have been fully designed, constructed, equipped, and completed by WVLP and conveyed to the City. Further, as set forth in Section 4.1(b) of this Restated Agreement, the real property on which the co-located Police Substation is located has been conveyed by WVLP to the City.

(d) Additional Law Enforcement System Improvements. The procurement of additional law enforcement system improvements that supplement the law enforcement System Improvements, including additional vehicles, equipment, and other capital assets to serve the Annexed Property (the "**Additional Law Enforcement System Improvements**") have been fully completed by the District and conveyed to the City.

(e) 63 Acre Park. The District has completed a conceptual master plan for the 63-acre park (the "**63 Acre Park**") owned by the City in the amount of $1,889,446.60. Further, prior to the City's conveyance of the 63 Acre Park Parcel to WVLP in accordance with Section 7.2 of this Restated Agreement, WVLP and the District shall prepare, have executed, and record the legal instruments necessary to remove all covenants and restrictions from the 63 Acre Park Parcel, including the Restrictive Deed Covenant imposed by the Special Warranty Deeds recorded in Official Records Instrument #s 2009021691 and 2009084226 , Public Records of Sarasota County, Florida.

(f) Town Center Park No. 1 ("**Blue Heron Park**"). Blue Heron Park, which constituted "Town Center Park No. 1" under the *General Principles of Agreement,* has been fully designed, constructed, and equipped by WVLP on property owned by the District. WVLP and the District represent and warrant that WVLP paid $1,996,638.95 for the design, construction, and equipment at Blue Heron Park. The District has reimbursed WVLP for $745,680.00 for a portion of such costs associated with Blue Heron Park, with $1,250,958.95 still due and remaining to be paid to WVLP by the City. Further, the District has provided additional improvements to Blue Heron Park (the "**Additional Blue Heron Park Improvements**"). The total cost of the Additional Blue Heron Park Improvements was $151,409.07 for which the City has fully reimbursed the District. The District continues to own, operate, and maintain Blue Heron Park.

(g) Trails. As of the Effective Date of this Restated Agreement, approximately 20 acres of the minimum required 45 acres of multi-use pedestrian and bicycle trail facilities within the Annexed Property, along with appurtenant stormwater facilities (the "**Trails**"), have been designed, constructed and completed by WVLP. The completed portion of the Trails have been conveyed to the District for ownership, operation and maintenance. The Parties acknowledge that, in addition to the Trails described herein, WVLP has also completed approximately 2.8 miles of trails around and appurtenant to Grand Lake located

in Downtown Wellen Park within the Annexed Property. Approximately 38.5 additional acres of Trails are in the process of being designed and permitted by WVLP which shall be provided as set forth in Section 7.1 of this Restated Agreement.

(h) Solid Waste. The District has paid to the City $380,000.00 for the purchase of a refuse and recycling vehicle in accordance with the *General Principles of Agreement*, which amount is not reimbursable to the District.

(i) General Government Land. WVLP has constructed the necessary legal access, water and wastewater utilities, stormwater facilities, and accessory parking on the General Government Land, in accordance with the City-approved Village D Pattern Plan, in order to allow for the General Government Building, as defined in Section 7.1(b) of this Restated Agreement, to be constructed thereupon.

4.2 City's Obligations Completed Under the Agreement.

(a) Fire and Rescue System Improvements.

1. Fire Study. The City has fully reimbursed WVLP for the costs associated with the Fire Study in the amount of $24,842.00.

2. Fire Station No. 1; Fire Station No. 1 Equipment. The City has partially reimbursed WVLP for the costs associated with planning, designing, permitting, constructing, and equipping of Fire Station No. 1 (including conveying to the City the Fire Station No. 1 Equipment). The City is and shall continue making the quarterly payments for Fire Station No. 1 and Fire Station No. 1 Equipment in accordance with Article 8 of this Restated Agreement. As of the Effective Date of this Restated Agreement, the City has reimbursed WVLP $2,420,553.40 for Fire Station No. 1 (with $6,268,021.60 still due and remaining to be paid to WVLP by City). The City has fully reimbursed the District for the costs it incurred associated with the Fire Station No. 1 Ladder Truck.

3. Fire Station No. 1 Ambulance. With regard to the Fire Station No. 1 Ambulance and related equipment, the City has purchased and located it at Fire Station No. 1. The City has transferred $387,455.41 from the fire impact fee subarea account for development within the Annexed Property to reimburse the general fund expenditure for the actual cost of the Fire Station No. 1 Ambulance.

(b) Law Enforcement System Improvements.

1. Police Substation; Additional Law Enforcement System Improvements. The City has partially reimbursed: (i) WVLP for the costs associated with the planning, designing, permitting, constructing, and equipping of the Police Substation; and (ii) the District for the cost associated with the Additional Law Enforcement System Improvements. The City is and shall continue making the quarterly payments for the Police Substation and the Additional Law Enforcement System Improvements in accordance with Article 8 of this Restated Agreement. As of the Effective Date of this Restated Agreement, the City has paid $2,087,135.65 towards the Police Substation and the Additional Law Enforcement System Improvements (with $2,390,195.35 still due and remaining to be paid by the City).

2. Police Vehicles. The City has purchased and located four (4) police vehicles for the police substation collocated within Fire Station No. 1 (the "**Police Vehicles**"), and has transferred $225,653.00 from the law enforcement impact fee subarea account for development within the Annexed Property to reimburse the general fund expenditure for the actual cost of the Police Vehicles.

(c) Parks and Recreation System Improvements.

1. 63 Acre Park Conceptual Design. The City has fully reimbursed the District for the cost associated with the conceptual master plan for the 63 Acre Park in the amount of $1,889,446.60.

2. Additional Blue Heron Park Improvements. The City has fully reimbursed WVLP for costs associated with the Additional Blue Heron Park Improvements in the amount of $151,409.07.

ARTICLE 5: REMAINING FIRE AND RESCUE SYSTEM IMPROVEMENTS

5.1 Design, Construction, Apparatus, and Equipment Specifications for Future Fire Stations.

(a) Design and Construction. The District shall be responsible for the planning, site and building design, engineering, permitting, construction, apparatus, equipment, and FF&E of Fire Station No. 2 and Fire Station No. 3, each of which are defined hereinbelow (which, collectively, may be referred to as "**Future Fire Stations**" or in the singular form "**Future Fire Station**"), subject to the terms and conditions of this Article 5. Concurrent with the planning of a Future Fire Station consistent with the terms of this Article, the District and the City Manager or designee will mutually agree in writing on the site plan, and off-site improvements, a detailed list of FF&E consistent with the City's existing Fire Station 85, including but not limited to, a gear extractor and compressed air cascade system, and vehicular access drives, subject to modifications of the access drives as required for City Staff Development Review approval; the scope (including design and construction plans); and prior to commencement of construction, the District and the City Manager or designee will agree upon the proposed budget and proposed contingency for the improvements, which approval will not be unreasonably withheld. The District will be responsible for the procurement and approval of all construction contracts and amendments, if any.

(b) Change Orders. During construction of a Future Fire Station, the District must obtain the City Manager's written approval, which will not be unreasonably withheld, of any change orders that result in the following: (i) change orders that result in a substantial deviation from the City-approved scope for the Future Fire Station; (ii) change orders that present a material risk to public safety; (iii) change orders that present a material risk of increasing maintenance and repairs for the Future Fire Station; (iv) change orders that result in an increase of the City-approved proposed budget by more than the balance of the contingency; and (v) change orders that require a deviation from the plans and specifications, as previously approved by the City. For any change order that meets the above criteria, the District will provide the City with a written request for change order approval ("**Change Order Request**") and any accompanying reasonable documentation the City requires. The District will submit the written Change Order Request in full compliance with the following: (i) the request will be submitted by email with attached documents; (ii) the electronic mail "Subject line" will read "WEST VILLAGES CHANGE ORDER REQUEST – DUE [*insert date*]"; and (iii) the email will be directed to the City Manager and will copy the Fire Chief. The City Manager or designee will respond to the Change Order Request with either an approval, rejection of the request along with the reasoning for the rejection, or a request for additional information within five (5) business days after receipt of the completed Change Order Request in full compliance with this Restated Agreement. In the event of a request for additional information, the City will respond within five (5) business days of the City's receipt of the additional information.

(c) Equipment Specifications. In planning a Future Fire Station, the City will provide the District with specifications for its FF&E and any other identified equipment which will be consistent with the FF&E provided for Fire Station No. 1, be proportionately and functionally comparable to the equipment currently in use, and include all operational components necessary to obtain and maintain an ISO

(Insurance Services Office) Class 1 Rating within the Annexed Property and all other approved standards and practices of the City's Fire Rescue. However, in the City Manager's discretion, the City may select then-current, technologically advanced FF&E and equipment that enhances the delivery and performance efficiency of the fire service and FF&E that is then-implemented or in the process of implementation at any other City fire station. The District agrees to use its best efforts to order the required FF&E and equipment at such times as is necessary to have the required FF&E and equipment received at or before the construction of a Future Fire Station is complete.

(d) Fire Station Names. Each Future Fire Station referenced herein will be named and numbered in accordance with the City's practices. References herein to "Fire Station No. 1," "Fire Station No. 2," and "Fire Station No. 3" are terms to identify each of the different fire stations addressed by this Restated Agreement only and are not indicative of the fire station names or numbers that will be assigned ultimately.

5.2 City Fire Station No. 2.

(a) Design. The design and finishes of Fire Station No. 2 will be substantially the same as the design and finishing standards of Fire Station No. 85 and will be consistent with the relevant Pattern Plan and the Pattern Book in effect at the time of site development.

(b) Vehicles and Equipment. Prior to conveyance of Fire Station No. 2, the District will equip Fire Station No. 2 with one fire truck (pumper truck with equipment), one ambulance, and one brush truck, as well as related equipment for each vehicle.

(c) Location and Size. The District will construct Fire Station No. 2 on the Fire Station No. 2 Parcel, the location of which is generally depicted on the *District Conceptual Plan* attached hereto as **Exhibit "C."** The square footage of the Fire Station No. 2 building will be no less than the square footage of Fire Station No. 85.

(d) Timing.

1. Biannual Notices. For the purposes of this Restated Agreement, the City will document and report the total number of residential building permits issued within the District *Boundaries* since August 1, 2006 and the total number of completed residential dwelling units within the District Boundaries as evidenced by certificates of occupancy issued since August 1, 2006. On January 31 and July 31 of each year following the Effective Date of this Restated Agreement, the City will notify the Parties of the total number of residential building permits issued and the total number of completed residential dwelling units evidenced by certificates of occupancy issued as of the date of such notice. The July 2024 biannual notice provided by the City (the most recent notice provided prior to the Effective Date of this Restated Agreement) reported that building permits representing 7,221 residential dwelling units have been issued within the District Boundaries.

2. Commencement and Completion. The City agrees to notify the Parties upon the issuance of the building permit for the residential structure containing the 8,000th dwelling unit within the District Boundaries (including not merely the Annexed Property, but the entirety of the District Boundaries, both within the City and within unincorporated Sarasota County). Within ninety (90) days of the issuance of the notice, the District will commence the planning, site and building design, engineering of Fire Station No. 2. The District will use its best efforts to diligently construct and complete Fire Station No. 2 within twenty-four (24) months (i.e., 2 years) of the City's notice.

(e) Conveyance. The District will convey the Fire Station No. 2 Parcel and the System Improvements for Fire Station No. 2 to the City, in accordance with Article 9 of this Restated Agreement.

5.3 City Fire Station No. 3.

(a) Determination of Need and Future Fire Study.

1. Cost and Scope. A future fire study ("**Future Fire Study**") will be procured by WVLP. The Future Fire Study will analyze the need within the District Boundaries for Fire Station No. 3 and equipment, FF&E, vehicles, and apparatuses needed for the turnkey operation, considering the impact of the development within the Annexed Property, the District, and the adjoining unincorporated Sarasota County. The analysis will be based on relevant local, state, and federal regulations, along with applicable City standards and practices, health and safety requirements, and the best practices for fire/EMS emergency services. Appropriate sources for analysis may include Commission on Accreditation of Ambulance Services (CAAS), Center for Public Safety Excellence (CPSE), Commission on Fire Accreditation International (CFAI), Government Finance Officers Association (GFOA), International Academies of Emergency Dispatch (IAED), International Accreditation Service (IAS), Insurance Services Office (ISO), and National Fire Protection Association (NFPA) and will otherwise include the resources utilized in the Fire Study. The methodology and scope of the Future Fire Study shall take into consideration the Critical Area Plan Sarasota County approved for the unincorporated portions of the District memorialized in Sarasota County Ordinance No. 2021-14, as amended (No. 2018-01-SP) (the "**CAP**"). Recognizing that the CAP embraces that portion of the District in which Sarasota County provides EMS service and the Englewood Area Fire Control District provides fire service, the Parties shall attempt to coordinate the scope of the Future Fire Study with these two other entities if doing so is recommended by the Future Fire Study. Notwithstanding the foregoing, the Parties acknowledge that obtaining the cooperation of Sarasota County and the Englewood Area Fire Control District is not entirely within the Parties' control.

2. Timing and Consultant Selection. The City agrees to notify the Parties upon the issuance of the building permit for the residential structure containing the 13,000th dwelling unit within the District Boundaries (including not merely the Annexed Property, but the entirety of the District Boundaries, both within the City and within unincorporated Sarasota County). Upon receipt of such notification from the City, WVLP agrees to commence the solicitation of potential consultants to perform the Future Fire Study. The selected consultant will be mutually agreeable to the City, and the City's agreement will not be unreasonably withheld. Upon selection of the consultant, WVLP will use its best efforts to promptly commence the Future Fire Study.

(b) Design. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will provide the design and finishing standards for Fire Station No. 3 which will be substantially the same as the design and finishing standards of existing Fire Station No. 85, unless otherwise indicated by the Future Fire Study, consistent with the relevant Pattern Plan and the Pattern Book in effect at the time of site development.

(c) Vehicles and Equipment. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will equip Fire Station No. 3 with one fire truck (pumper truck with equipment), one ambulance, and one brush truck, as well as related equipment for each vehicle and such other vehicles as identified in the Future Fire Study.

(d) Location and Size. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will construct Fire Station No. 3 on ±4.0 acres of property located east of South River Road,

between Playmore Road and East River Road ("Fire Station No. 3 Parcel"), in the general location shown on the *District Conceptual Plan* attached hereto as **Exhibit "C."**

(e) Timing. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will commence the design and construction of Fire Station No. 3 within ninety (90) days of the benchmark(s) identified in the Future Fire Study, unless otherwise agreed by the District and the City. The District will use its best efforts to diligently construct and complete Fire Station No. 3 within two (2) years after the commencement of design.

(f) Conveyance. If the Future Fire Study identifies the need for Fire Station No. 3, then upon completion, WVLP or the District (whichever owns the Fire Station No. 3 Parcel at that time) will convey the Fire Station No. 3 Parcel and System Improvements for Fire Station No. 3 to the City, in accordance with Article 9. If the Future Fire Study determines that Fire Station No. 3 is not needed, WVLP shall retain the Fire Station No. 3 Parcel which may be developed in any manner permitted by the City's *Unified Land Development Code*, consistent with the Index Map, the Pattern Book, and the relevant Pattern Plan.

5.4 Additional Fire System Improvements.

(a) Additional Fire System Improvements. The District will provide additional System Improvements for the Fire Stations in a total amount not to exceed $750,000.00 (the "**Additional Fire System Improvements**"). The Additional Fire System Improvements will supplement the System Improvements otherwise identified in this Restated Agreement, and will include additional vehicles, apparatuses, equipment, and other capital assets to serve the Annexed Property that will qualify as impact fee expenditures.

(b) Written Notice. The City will provide written notice to the District no less than six (6) months prior to the date for the order of the Additional Fire System Improvements. The notice will specify the Additional Fire System Improvements, the expected cost, and the requested date for order. The District will order and convey the Additional Fire System Improvements to the City upon District's receipt of same in accordance with Article 9 of this Restated Agreement.

5.5 Reimbursement for Remaining Fire and Rescue System Improvements.

The City will make the following reimbursements with impact fees collected within the Annexed Property, and in accordance with Article 8, except as otherwise provided in this section. Nothing in this section shall obligate the City to pay any amount above what is collected from impact fees collected from the Annexed Property as provided in Article 8 of this Restated Agreement:

(a) Fire Station No. 2. The City agrees to reimburse the District the actual costs of planning, designing, permitting, constructing, and equipping Fire Station No. 2.

(b) Future Fire Study. The City agrees to pay the consultant for fifty (50%) percent of the actual costs of the Future Fire Study. If available, the City fire/rescue impact fees may be used to pay the City's portion of the cost of the Future Fire Study.

(c) Fire Station No. 3. The City agrees to reimburse the District the actual costs of planning, designing, permitting, constructing, and equipping Fire Station No. 3, if Fire Station No. 3 is required by the Future Fire Study.

(d) Additional Fire System Improvements. The City agrees to reimburse the District the actual costs, not to exceed $750,000.00, for the Additional Fire System Improvements described in Section 5.4(a) of this Restated Agreement.

5.6 Bi-Directional Amplifier Systems for Buildings within the Annexed Property.

The pertinent provisions of the National Fire Protection Association and Florida Building Code (collectively, "Fire Code"), in effect as of the Effective Date of this Restated Agreement provides that Bi-Directional Amplifier Systems ("**BDA Systems**") must be installed within certain multistory buildings. The Parties agree and acknowledge that no BDA Systems shall be required to be installed in any buildings less than 12,500 square feet in size constructed within the Annexed Property pursuant to the Fire Code. If, following the Effective Date of this Restated Agreement, the Fire Code is amended to create requirements for BDA Systems that are different than those memorialized in the foregoing sentence, then nothing contained in this Section 5.6 shall preclude the City from enforcing such new requirements of the amended Fire Code.

ARTICLE 6: REMAINING GENERAL GOVERNMENT SYSTEM IMPROVEMENTS

6.1 General Government Land and General Government Building.

(a) Conveyance. WVLP shall convey the General Government Land to the City within ninety (90) days of the Effective Date of this Restated Agreement consistent with Section 9.1 herein.

(b) Construction. Within four (4) years of conveyance of the General Government Land to the City, the City will initiate design of the first phase of a 15,000 square foot general government building ("**General Government Building**") in accordance with the City-approved Village D Pattern Plan. The design of the General Government Building shall be finalized and approved by the City Commission, and construction shall commence, within two (2) years after design of the first phase is initiated (that is, commencement of construction shall occur within six (6) years of conveyance of the General Government Land to the City). The City will use its best efforts to complete construction of the first phase within two (2) years of commencing construction. The City shall not sell the General Government Land for a period of forty (40) years from the date it accepts conveyance of the General Government Land, unless mutually agreed upon by the Parties in writing. If the WVLP has dissolved its partnership prior to the expiration of this forty (40) year period, then the City may sell the General Government Land sooner upon mutual written agreement between the City and the District.

6.2 Combined Use Land.

The Parties agree and acknowledge that WVLP's obligation under the Agreement to convey the Combined Use Land to the City is hereby terminated and extinguished. WVLP shall have no obligation to convey the Combined Use Land to the City upon the Effective Date of this Restated Agreement.

6.3 Public Works Parcel and Public Works Building.

(a) Conveyance; Annexation of 51.9 Acre Parcel. WVLP shall reserve and set aside the Public Works Parcel for the development of a public works building by the City (the "**Public Works Building**"). WVLP shall convey the Public Works Parcel to the City within ninety (90) days of the Effective Date of this Restated Agreement consistent with Section 9.1 herein. For the avoidance of doubt, the Public Works Parcel is within the District, but in unincorporated Sarasota County and therefore outside the municipal limits of the City. Once conveyed, the City shall be solely responsible for annexing the entirety of the 51.9

Acre Parcel into the corporate limits of the City, including, but not limited to, the Public Works Parcel. The City shall complete the annexation before commencing construction of the Public Works Building on the Public Works Parcel as described in Section 6.3(b).

(b) Construction. Within four (4) years of conveyance of the Public Works Parcel to the City, the City will initiate design of the Public Works Building. Further, the City will commence construction of the Public Works Building within two (2) years of the completion of the building's design. The City shall have the obligation to obtain any and all permits and approvals relating to the development of the Public Works Parcel. The City will use its best efforts to complete construction of the first phase within one (1) year after commencement, subject to appropriation. For the sake of clarity, the Parties intend that the Public Works Building will be completed within seven (7) years of conveyance of the Public Works Parcel to the City. The City shall not sell the Public Works Parcel for a period of forty (40) years from the date it accepts conveyance of the parcel, unless mutually agreed upon by the Parties in writing. If the WVLP has dissolved its partnership prior to the expiration of this forty (40) year period, then the City may sell the Public Works Parcel sooner upon mutual written agreement between the City and the District.

ARTICLE 7: REMAINING PARKS AND RECREATION SYSTEM IMPROVEMENTS

7.1 Trails.

(a) Specifications. WVLP and the District will develop, design and construct a minimum of 45 acres of Trails (of which 20 acres of Trails have been constructed and completed to date as set forth in Section 4.1(f) of this Restated Agreement) to be completed before build-out of the development of the Annexed Property. The total width of the Trails and appurtenant stormwater facilities will be approximately forty feet (40') wide. No less than half of the Trails will include a minimum of a ten foot (10') wide paved multi-use pedestrian and bicycle trail. In areas proximate to or within native habitat or within the Florida Power & Light (FPL) right-of-way along the western boundary of the Annexed Property, the Trails may be comprised of shell and boardwalks.

(b) Ownership, Continued Operation, and Maintenance. The District will own the remaining Trails to be constructed and will have an ongoing obligation to operate and maintain the Trails for the benefit of the public.

(c) Site Plans. Trail site plans will be initiated and included in the infrastructure plans for each corresponding village subdivision and will be subject to approval by the City Manager or designee. Trail site plans will include details for the location, timing of construction, and paving, together with any trail head, public parking, or public restrooms which may be proposed for the applicable Trail segment embraced by the infrastructure plans, and other requirements of state and local law for multi-use pedestrian and bicycle trail facilities. No Trail required by this Section 6.2 shall be located adjacent to roadways, and all Trails must be limited to public access by pedestrians, bicycles, and electric bicycles (E-bikes), with no motorized vehicles permitted on any Trails. Notwithstanding the foregoing, the District shall have the right, but not the obligation, to permit electric low-speed vehicles on any Trails having a paved width of greater than 10 feet.

(d) Public Access. The Trails will be open to the public. WVLP will grant easements to the District for the real property underlying the Trails, if not dedicated and conveyed to the District, for the perpetual use of the public. The easements or real property transfers will be recorded simultaneously with the recording of each applicable subdivision plat if the Trails are embraced by a platted subdivision. For any Trails that are not included within a subdivision plat, the easements or real property transfers shall be

recorded in connection with the City's approval of the companion infrastructure plans approving the Trails' construction.

7.2 63 Acre Park Parcel.

The Parties no longer desire to construct park improvements on the 63 Acre Park Parcel. In exchange for WVLP's agreement to set aside and reserve the Potential Sports Facility Parcel and the Sports Tourism Park Parcel contained herein, within ninety (90) days of the Effective Date of this Restated Agreement, the City shall convey the 63 Acre Park Parcel to WVLP consistent with Section 9.1 herein. Upon the City's conveyance of the 63 Acre Park Parcel to WVLP, such land may be developed in any manner permitted by the City's *Unified Land Development Code*, consistent with the Index Map, the Pattern Book, and the relevant Pattern Plan.

7.3 Potential Sports Facility Parcel and Sports Facility.

(a) Reservation. As of the Effective Date of this Restated Agreement, the City is exploring whether to provide a new sports facility within the District Boundaries as additional parks and recreation System Improvements (the "**Sports Facility**"). Consistent with this, WVLP shall, for a period of six (6) years from the Effective Date of this Restated Agreement, reserve and set aside the Potential Sports Facility Parcel for potential conveyance and development of the Sports Facility as described herein. Further, if at the end of the 6-year reservation period the City has not commenced construction of the Sports Facility on the Potential Sports Facility Parcel, WVLP's obligation to reserve and set aside the Potential Sports Facility Parcel shall terminate, and WVLP may develop it in any manner permitted by the City's *Unified Land Development Code, as amended*, consistent with the Index Map, the Pattern Book, and the applicable Pattern Plan.

(b) Design and Construction. Within six (6) years of the Effective Date of this Restated Agreement, City shall commence planning and designing of the Sports Facility and shall thereafter promptly construct such facility. WVLP agrees to work cooperatively with the City to facilitate the design of the Sports Facility and conveyance of the Potential Sports Facility Parcel consistent with the terms of the future agreement or agreements described in Section 7.3(c), below.

(c) Future Agreement. The Parties contemplate that the terms referenced in this section will likely entail entering into a future agreement or agreements memorializing the details of their respective obligations with regard to the Potential Sports Facility Parcel, including ultimate ownership of the Potential Sports Facility Parcel and Sports Facility, and accordingly agree to work cooperatively to negotiate and enter into any such future agreement(s).

(d) Adjustments to Potential Sports Facility Parcel.

1. As described herein, the Potential Sports Facility Parcel is intended to be 15 acres immediately contiguous to the 20-acre Public Works Parcel. However, the City is undertaking an update of its "Parks and Recreation Master Plan" (last updated July 2019) ("Park Plan Update"). Based on the completed Park Plan Update, the Parties may, instead of providing such 15-acre Potential Sports Facility Parcel as described herein, agree to the City being provided some or all of such 15 acres elsewhere within the Annexed Property on a different parcel or parcels. Further, if all or a portion of the Potential Sports Facility Parcel's acreage is ultimately provided so as to be contiguous to the 20-acre Public Works Parcel, the City may expand the Sports Facility onto the Public Works Parcel so that the completed Sports Facility's

"footprint" is partially located on the Public Works Parcel and the Potential Sports Facility Parcel acreage contiguous thereto.

2. Any Potential Sports Facility Parcel acreage that is adjusted as described in this Section 7.3(d), shall be memorialized in the future agreement or agreements described in Section 7.3(c), above.

(e) Reimbursement. WVLP shall be reimbursed consistent with Article 8, below, for any costs associated with the design, permitting, and construction of the Sports Facility if the City authorizes WVLP to perform any such tasks.

7.4 Sports Tourism Park Parcel and Sports Tourism Park.

(a) Reservation. WVLP shall reserve and set aside the Sports Tourism Park Parcel for conveyance and development of a sports tourism park which may include, but not be limited to, baseball fields, pickleball courts, soccer fields, mixed-use sports fields, and related facilities to accommodate the hosting of sports tournaments (the "**Sports Tourism Park**").

(b) Design and Construction. Within one (1) year of the Effective Date of this Restated Agreement, the City and WVLP shall commence planning and designing of the Sports Tourism Park, which shall include establishing the entity undertaking its design, permitting and construction, and once completed, the entity that shall own, operate, and maintain the Sports Tourism Park. The Parties agree to work cooperatively to: (i) achieve a regional park designation with the County; (ii) carry out the conveyance of the Sports Tourism Park Parcel; (iii) perform the planning, design, permitting, and construction of the Sport Tourism Park; and (iv) identify the entity that will own and operate the Sports Tourism Park.

(c) Future Agreement. The Parties contemplate that the tasks referenced in the foregoing sentence will likely entail entering into a future agreement or agreements memorializing the details of their respective obligations with regard to the Sports Tourism Park and accordingly agree to work cooperatively to negotiate and enter into any such future agreement(s).

(d) Reimbursement. WVLP shall be reimbursed for any approved costs associated with the design, permitting, and construction of the Sports Tourism Park if the City authorizes WVLP to perform any such tasks. For the sake of clarity, the City is to set aside and make available for such reimbursement the total park impact fees collected within the Annexed Property, less: i) the amounts of such fees already cumulatively paid by the City to WVLP or the District for the conceptual design and permitting of System Improvements relative to the 63 Acre Park described in Section 4.2(c)1. of this Restated Agreement and the System Improvements relative to Blue Heron Park described in Section 4.2(c)2. of this Restated Agreement, and ii) any park impact fees the City ultimately uses to fund the design, permitting and construction of the Sports Facility on the Potential Sports Facility Parcel described in Section 7.3(d) of this Restated Agreement.

7.5 Partial Funding of Park Plan Update.

The City estimates that the preparation of the Park Plan Update will cost $250,000.00. The City shall have the right to use park impact fees collected from the Annexed Property to fund 25% of the Park Plan Update's cost, not to exceed $62,500.00, if (and only if) the City completes and delivers to WVLP the Park Plan Update by December 31, 2025.

ARTICLE 8: IMPACT FEE REIMBURSEMENTS AND EXPENDITURES

8.1 Reimbursements.

All reimbursements referenced in this Restated Agreement refer to the expenditure of impact fee revenues for impact-fee eligible System Improvements, payable only from the fees collected within the Annexed Property, only upon conveyance of the System Improvements to the City, and as otherwise in compliance with Chapter 58, Article III, *Code of the City of North Port, Florida,* and this Article 8. Reimbursement does not mean payment from impact fees for any land conveyed pursuant to the terms of this Restated Agreement.

8.2 The Annexed Property's Impact Fees.

The City represents and warrants that it will continue maintaining an accounting of all impact fees collected from the Annexed Property's development and will deposit all such impact fees in segregated impact fee accounts for each impact fee according to type (i.e., transportation, park, fire/rescue, law enforcement, general government, or solid waste). All reimbursements paid pursuant to this Restated Agreement will be paid from the appropriate category of impact fees collected for development within the Annexed Property as development occurs therein, which constitutes the reimbursement subarea referenced in Section 58-108, *Code of City of North Port, Florida*, and will be paid in accordance with this Article 8.

8.3 Initial and Quarterly Reimbursement Requests; Form of Invoice.

For all payments and reimbursements for System Improvements to be made to the District or WVLP, as applicable, under this Restated Agreement, the District or WVLP will provide the City an invoice that is in substantial accordance with the document contained in **Exhibit "E,"** attached to this Restated Agreement and made a part hereof, to include, at a minimum, a breakdown of expenditures for which it is to be reimbursed and other information as may be necessary to document the actual costs incurred associated with the applicable System Improvements ("**Invoice**"). Within thirty (30) days of the end of each fiscal quarter, the party seeking reimbursement for System Improvements (i.e., either the District or WVLP) will submit to the City an Invoice for reimbursement of all costs it incurred over the course of such fiscal quarter. Within forty-five (45) days of the City's receipt of an Invoice, the City will review same and notify the requesting party of any questions or requests for additional information necessary for the City to make payment or reimbursement. If the City does not timely notify the requesting party of any questions or requests for additional information within such 45-day period, the submitted Invoice is deemed approved and accepted by the City.

8.4 Payments.

(a) No later than forty-five (45) days from the date a submitted Invoice is deemed approved, consistent with the Prompt Payment Act, Section 218.70, *Florida Statutes*, the City will reimburse WVLP or the District, as applicable, from the appropriate impact fee subarea account. The City will pay the lesser of the following: (i) the full amount of the complete and properly-supported unpaid and outstanding reimbursement requests; or (ii) the then-existing unencumbered balance of the applicable impact fee subarea account if the subarea account is insufficient to pay the full amount of the unpaid and outstanding reimbursement requests. If the applicable impact fee subarea account has a zero balance, then the City will have the right to decline payment of the request.

(b) If the reimbursement paid is less than the full amount of the reimbursement request, thereafter the City will make quarterly payments from available subarea account funds for any request that has not been fully paid, until the earlier of: (i) the City has reimbursed the actual cost of the System Improvement in full; and (ii) all of the real property planned for development by the District within the Annexed Property has been issued a building permit for new construction. If the City receives multiple complete reimbursement requests, then the City will prioritize payment based on the date and time it receives the complete reimbursement request, paying in full the first-received reimbursement request, and paying other reimbursement requests successively in accordance with the date received.

(c) Reimbursement payments are limited to the uncommitted impact fees held in the relevant impact fee subarea account for the Annexed Property. The City is not liable to reimburse any amounts exceeding the total amount of impact fees collected for the relevant impact fee subarea when all the real property planned for development by the District within the Annexed Property has been issued a building permit for new construction.

8.5 Other System Improvements.

The City may make a reimbursement upon receipt of a System Improvement that qualifies for impact fee expenditures as a capital asset and that is distinguishable from the construction of a building, such as a law enforcement vehicle or fire/rescue vehicle.

8.6 Impact Fee Remaining Balance.

Following completion of the System Improvements and the City's reimbursements of the total actual costs in this Restated Agreement, the City will have the right to use the balance of the impact fee revenues in any manner as permitted by law.

8.7 Inspection Services.

The City reserves the right, at its expense, to engage independent construction inspection services related to the construction of any System Improvement.

ARTICLE 9: CONVEYANCE OF LAND, CONSTRUCTION, AND CONVEYANCE OF SYSTEM IMPROVEMENTS

9.1 Conveyance of Real Property.

(a) Public Works Parcel and General Government Land. Within ninety (90) days of the Effective Date of this Restated Agreement, WVLP shall convey the Public Works Parcel and the General Government Land to the City in fee simple and with marketable title.

(b) 63 Acre Park Parcel. Within ninety (90) days of the Effective Date of this Restated Agreement, the City will convey or cause to be conveyed the 63 Acre Park Parcel to WVLP in fee simple and with marketable title.

(c) Fire Station No. 2 Parcel and Fire Station No. 3 Parcel.

1. Within thirty (30) days of issuance of a Certificate of Occupancy for Fire Station No. 2, the District will convey fee simple ownership and marketable title of the Fire Station No. 2 Parcel (together with the System Improvements contained thereon) to the City.

2. Within thirty (30) days of issuance of a Certificate of Occupancy for Fire Station No. 3, if such fire station is required by the Future Fire Study, WVLP or the District (whichever owns the Fire Station No. 3 Parcel at that time) will convey fee simple ownership and marketable title of the Fire Station No. 3 Parcel (together with the System Improvements contained thereon) to the City.

9.2 Exemptions.

WVLP agrees that the real property it is to convey as described in Section 9.1, above, will be conveyed at no cost to the City, and the City is not obligated to provide reimbursements for the land conveyed. The real property conveyed to the City will be exempt from special assessments levied by the District.

9.3 Warranties.

Any System Improvements provided under this Restated Agreement by WVLP or the District will include the City as a third-party beneficiary for all warranties in contracts related to such System Improvements. The warranties will be a minimum of one (1) year from Final Completion (as hereinafter defined) of the applicable improvement. Warranties for equipment related to the improvements will be a minimum of one (1) year from Final Completion of the applicable improvement or receipt of the equipment, whichever is earlier.

9.4 Closeout Package.

WVLP and the District, respectively, for land and System Improvements, will deliver to the City a closeout package, containing all the documents the City requires to convey ownership of the land and System Improvements. The City will have ten (10) business days to review the closeout package for completeness. The City will specify any additional documentation it reasonably requires in writing to WVLP or the District at the time of this first completeness review. WVLP or the District will resubmit the closeout package in accordance with the City's comments. If the closeout package includes all documents the City previously specified, then the City, within ten (10) business days of receipt of same and in writing, will deem the closeout package complete. Once the closeout package is deemed complete, then the City will have ten (10) business days to review the closeout package and provide written comments relative to the contents of the documents provided. Thereafter, the City will have ten (10) business days to review and comment on any subsequent submittals. Within thirty (30) business days of the City accepting the closeout package for System Improvements that do not require City Commission approval, the City Manager will consider the closeout package for approval and acceptance of conveyance. Within ninety (90) business days of the City accepting the closeout package for System Improvements that require City Commission approval, the City Commission will consider the closeout package for approval and acceptance of conveyance. The City agrees to accept said System Improvements within the timeframes aforementioned, provided such closeout package or final inspection does not reveal a defect in facilities or workmanship that provides a basis for nonacceptance.

9.5 Substantial Completion.

The District will give the City at least thirty (30) business days prior written notice of the expected date of "Substantial Completion" as defined in the District's applicable construction contract for the System

Improvements. The notification will include an itemized list of remaining incomplete work, if any. If the City determines the work is not substantially complete, the City will notify the District in writing within ten (10) business days, identifying the reasons for its determination. The District, upon completing all identified incomplete work needed for Substantial Completion, will provide the City with written notice of Substantial Completion. The City has sole discretion in making the determination of Substantial Completion, which determination will not be unreasonably withheld.

9.6 Final Completion.

(a) Conditions Precedent. "**Final Completion**" of a System Improvement will be achieved when the following applicable conditions precedent have been satisfied, but in no event will this period be more than ninety (90) business days from Substantial Completion:

1. The City has issued a certificate of occupancy for the System Improvement;

2. All construction work (including correction of all items on the final punch list) is complete, in compliance with this Restated Agreement, has been so certified in writing by the District's engineer, as-builts have been received and accepted, and all required approvals from regulatory agencies have been obtained;

3. The District's engineer has certified by affidavit that the work associated with the System Improvement has been constructed in accordance with the design documents, the construction contract (including any amendments and change orders), and all required construction and operational permits; and

4. All documents identified in this Article 9 have been delivered to the City in paper and electronic format.

(b) When the District believes it has achieved Final Completion, it will provide the City with written notice of Final Completion. The City will respond within ten (10) business days in writing whether it concurs that Final Completion has been achieved, which determination will not be unreasonably withheld, and if the City does not concur, then specifying in detail the basis for its disagreement.

9.7 Conveyance.

(a) Conveyance. Upon mutual agreement, the District will permit the City to access a System Improvement subject to this Restated Agreement pursuant to a temporary certificate of occupancy. Upon final completion of each System Improvement, the District will convey all other interests by bill of sale including any remaining real property interests, the buildings and structures, the fixtures, all site improvements, the permits, the site and the construction plans, construction warranties, the titles to apparatuses and vehicles, equipment and other FF&E associated warranties. Further, all plans, permits, quotes, contracts for design and construction, payments, and reimbursements will be delivered to the City by the District upon transfer of the System Improvements and at all times constitute property of the City as public records, as required by general law.

(b) No Limitations on Title. WVLP agrees that the Fire Station No. 2 Parcel, Fire Station No. 3 Parcel, General Government Land, and all System Improvements to be conveyed to the City will be conveyed free and clear of all liens and encumbrances, restrictions, reservations or easements, and covenants and restrictions; the land will not be included in a property owner's association; and will be free

of any obligation to pay property owner association fees or liens, except as explicitly and formally accepted by the City Commission at the time of conveyance of the real property and System Improvements.

9.8 Documentation for Conveyance of Real Property and System Improvements.

(a) Real Property. The grantor of real property being conveyed pursuant to the terms of this Restated Agreement will provide the following documentation to the grantee:

1. Warranty deed;

2. Affidavit by the grantor, as owner, that there are no liens or encumbrances on the real property and no outstanding claims or disputes that have not been resolved;

3. Letter of estoppel from the District and release of any outstanding assessments and encumbrances;

4. Evidence of marketable fee simple title as shown on an owner's title insurance commitment for issuance of a policy;

5. Current survey showing the location of all improvements, if any, encumbrances and easements;

6. Executed joinder and consent for WVLP and the WVLP Entities, if applicable;

7. Certificates of incumbency for all Parties executing all documents; and

8. Such other reasonable documentation as requested by and reasonably satisfactory to the City's Counsel.

(b) Other System Improvements. With conveyances that include System Improvements being transferred to the City, the grantor will also provide the following:

1. Bill of Sale or other appropriate transfer documents for all FF&E and equipment, in a form reasonably satisfactory to the City's Counsel;

2. The construction contractor's certification that final payment for all labor, materials and supplies for the work performed on the System Improvements has been made and that the contractor has received final payments pursuant to the construction contract;

3. Assignment of contractor's warranties for improvements and installations; manufacturer's warranties for equipment and FF&E, and vehicle warranties, along with a complete copy of the warranties;

4. Vehicle titles in the name of the City of North Port or the North Port Fire Rescue District, as identified by the City:

5. The assignment of all rights to the engineering and architectural plans, specifications, and agency permits, along with a complete copy of each; and

6. Such other reasonable and necessary documentation the City requests for the transfer of all aspects of the System Improvements.

9.9 Not a Pledge.

Notwithstanding any other provisions of this Restated Agreement, the City, WVLP, and the District, with regard to the real property each owns, represents and warrants that as it relates to the 51.9 Acre Parcel, 63 Acre Park, Sports Tourism Park Parcel, Potential Sports Facility Parcel, Fire Station No. 2 Parcel, Fire Station No. 3 Parcel, the General Government Land, and all System Improvements, that they, and any other entity with a legal interest: (1) has no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the City (including specifically, any resources or rates, fees, or charges the City collects in connection with the City's provision of services) as security for any amounts of money payable by the City under this Restated Agreement; and (2) has no right to impact fee credits under this Restated Agreement. Pursuant to Section 58-108, *Code of the City of North Port, Florida,* impact fee credits are distinguishable and distinct from the impact fee reimbursements addressed in this Restated Agreement.

ARTICLE 10: PROVISION OF SERVICE BY CITY

The City covenants and agrees that once the System Improvements are transferred and accepted by the City pursuant to this Restated Agreement, except as otherwise provided herein, the City will be responsible for the maintenance and operation of the System Improvements, except that Blue Heron Park and the Trails are or will be maintained and operated by the District, and the Sports Park may potentially be maintained and operated by the District if determined by the Parties.

ARTICLE 11: INDEMNIFICATION

11.1 DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS.

TO THE EXTENT PERMITTED BY FLORIDA LAW, WVLP AND THE DISTRICT ASSUME ALL LIABILITY FOR, AND RELEASE AND AGREE TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLECT OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, PAYMENT, REIMBURSEMENT OR DISTRIBUTION OF IMPACT FEES, AN INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT, OF THE PARTY INDEMNIFYING, OR ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE INDEMNIFYING PARTY IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS RESTATED AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT, THE CITY, OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES. NOTHING IN THIS RESTATED AGREEMENT WILL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AND THE DISTRICT AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.

11.2 Claim Notification and Assistance.

The City will provide all available information and assistance that the indemnifying party may reasonably require regarding any claim. In the event of a claim, the City will promptly notify the indemnifying party in writing in accordance with the notice provisions in Article 14. WVLP and the District will not be liable for any settlement of any action without their express written consent.

11.3 Survives Termination.

This provision relating to indemnification survives termination or completion of this Restated Agreement. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party will be reimbursed all costs, expenses and reasonable attorney fees, through all proceedings (at both trial and appellate levels).

11.4 Not a Pledge of Special Assessments.

Notwithstanding the foregoing, nothing in this Restated Agreement will be deemed or construed as: (i) a pledge of City ad valorem taxes or non-ad valorem special assessments as provided by general law; (ii) a pledge of the District's non-ad valorem special assessments as provided by the Special Act; or (iii) a pledge of City or District credit for private purposes.

ARTICLE 12: DEFAULT AND BREACH

12.1 Default; Breach.

The terms "**default**" and "**breach**" as used in this Restated Agreement mean the occurrence of any one or more of the following conditions:

(a) party's failure to timely perform the covenants, commitments, obligations, and agreements in this Restated Agreement, provided that the defaulting party has been provided written notice of such event and has failed to cure the condition within thirty (30) days or a commercially reasonable amount of time otherwise agreed upon by the Parties.

(b) party's representations or warranties contained in this Restated Agreement as of the date of said party's execution of this Restated Agreement are not true and not correct in any material respect.

(c) WVLP or any one of the WVLP Entities is voluntarily adjudicated bankrupt or insolvent; seeks, allows or consents to the appointment of a receiver or trustee for itself or for all or any part of its property; files a petition seeking relief under the bankruptcy or other laws of the United States, or any state of competent jurisdiction; makes a general assignment for the benefit of creditors; or admits in writing its inability to pay debts as they mature.

(d) a court of competent jurisdiction enters an order, judgment, or decree without the consent of the party, appointing a receiver or trustee for a party and for WVLP Entities, or for all or any part of the Annexed Property while owned by a party.

12.2 No Limitation of Remedies.

In the event of default or breach, all Parties hereto may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as

often and in such order as may be deemed expedient by such party. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The Parties' rights and remedies as set forth in this Restated Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. In addition to any other rights and remedies, in the event of a default or breach, the City may, upon ten (10) business days' written notice to the defaulting party, suspend payment of any and all reimbursements to such party after the date of notice to the defaulting Party, until the event of default is cured and notice of reinstatement is issued by the City.

ARTICLE 13: PUBLIC RECORDS

In accordance with Florida Statutes, Section 119.0701, the District and WVLP will comply with all public records laws, and will specifically:

(a) Keep and maintain public records required by the City to perform the service included in this Restated Agreement for the acquisition of real property, the construction of System Improvements and the acquisition of FF&E or other System Improvements.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies as maintained by the State of Florida Division of Archives, pursuant to the following site: http://dos.dos.state.fl.us/library-archives/records-management/general- records-schedules/.

2. "**Public records**" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Records under this Restated Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated pursuant to this Restated Agreement.

(b) Upon request from the City's custodian of public records upon its receipt of a public records request, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. Notwithstanding the foregoing, the City reserves and does not waive its right to request public records of another agency.

(c) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Restated Agreement and, if WVLP and the District do not transfer the records to City following completion of the term of this Restated Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

(d) Upon completion of this Restated Agreement, either (i) transfer, at no cost, to the City all public records in the District's and WVLP's possession; or (ii) keep and maintain public records required by the City to perform the service. If transferring all public records to the City upon completion of the term of this Restated Agreement, WVLP or the District, as applicable, will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District or

WVLP keeps and maintains public records upon the completion of the term of this Restated Agreement, they will meet all applicable requirements for retention of public records.

(e) If the District and WVLP have questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this Restated Agreement, contact the custodian of public records at:

Custodian of Public Records
4970 City Hall Boulevard
North Port, Florida 34286
(941) 429-7056 or Hotline (941) 429-7270
Email: publicrecordsrequest@cityofnorthport.com.

ARTICLE 14: NOTICES

Until further written notice by any party to the others, all notices provided for herein will be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to:

FOR WEST VILLAGES, LLLP & WVLP ENTITIES:
West Villages, LLLP
Attn: John E. Luczynski
Senior Vice President
19503 South West Villages Pkwy., No. 14
Venice, Florida 34293
(941) 999-4822
John.Luczynski@mattamycorp.com

with a copy to:
Mattamy Homes US
Attn: Nicole Marginian Swartz
Chief Legal Counsel
4901 Vineland Rd., Suite 450
Orlando, Florida 32811
(407) 845-1691
Nicole.Swartz@mattamycorp.com

and with a copy to:
Williams Parker
Attn: Charles D. Bailey, III, Esq.
50 Central Avenue
8th Floor
Sarasota, Florida 34236
(941) 366-4800
cbailey@williamsparker.com

FOR CITY OF NORTH PORT, FLORIDA:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286
(941) 429-7077
citymanager@northportfl.gov

with a copy to:
City Attorney
4970 City Hall Blvd.
North Port, Florida 34286
(941) 427-7260
northportcityattorney@northportfl.gov

For copies required to Police Chief:
North Port Police Department
Attn: Chief of Police

For copies required to Fire
North Port Fire Rescue
Attn: Fire Chief

4980 City Hall Blvd.
North Port, Florida 34286
(941) 429-7300
tgarrison@northportpd.com

4980 City Center Blvd.
North Port, Florida 34286
(941) 240-8150
stitus@cityofnorthport.com

For copies required to Parks & Recreation Director:
City of North Port, Florida
Attn: Parks & Recreation Director
4970 City Hall Blvd.
North Port, Florida 34286
spfundheller@cityofnorthport.com

FOR WEST VILLAGES IMPROVEMENT DISTRICT:
West Villages Improvement District
c/o Special District Services, Inc.
Attn: District Manager, Todd Wodraska
2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922
TWodraska@sdsinc.org

with a copy to:
Kutak Rock
Attn: Lindsay Whelan
Counsel for the District
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300
Lindsay.Whelan@KutakRock.com

ARTICLE 15: GENERAL

15.1 Entire Agreement.

This Restated Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Restated Agreement that are not contained in this document. This Restated Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.

15.2 Amendment.

No additions, alterations or variations of the terms of this Restated Agreement will be valid, nor can any Party waive provisions of this Restated Agreement, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all Parties.

15.3 Applicable Law and Venue.

The laws of the State of Florida, as well as all applicable local codes and ordinances of the City, will govern this Restated Agreement. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Restated Agreement will be in the applicable federal or state court of Sarasota County, Florida.

15.4 Attorney Fees.

If the City, the District, or WVLP are required to enforce this Restated Agreement by court proceedings or

otherwise, by instituting suit or otherwise, then the prevailing Party in such suit will be entitled to recover all costs incurred, including reasonable attorney fees, through all proceedings (at both trial and appellate levels).

15.5 Severability.

If any court finds any part of this Restated Agreement invalid or unenforceable, such invalidity or unenforceability will not affect the other parts of this Restated Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Restated Agreement is declared severable.

15.6 Authority to Execute Agreement.

The signature by any person to this Restated Agreement will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

15.7 No Third-Party Beneficiaries.

This Restated Agreement is solely for the benefit of the City, the District, WVLP, and their respective successors and assigns. No right or cause of action will accrue upon or by reason, to or for the benefit of any third party not a party to this Restated Agreement. Nothing in this Restated Agreement expressed or implied is intended or will be construed to confer upon any person or corporation other than the parties listed in this Section 15.7 any right, remedy, or claim under or by reason of this Restated Agreement or any of the provisions or conditions of this Restated Agreement.

15.8 Recordation; Joinder and Consent and Memorandum of Agreement.

(a) The Parties agree that within ten (10) business days of the Effective Date of this Restated Agreement, the City will record this Restated Agreement and attached exhibits in the Public Records of Sarasota County, Florida, at the expense of WVLP.

(b) In connection with the Parties entering and recording the Original Agreement, a separate "Joinder and Consent to the West Villages Developer Agreement (Post Annexation) and to Dedications, Reservations, Covenants, Restrictions, and Obligations to Convey" was recorded in Official Record Instrument # 2020042589, Public Records of Sarasota County, Florida ("Joinder and Consent to Original Agreement") and "Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent" was recorded in Official Record Instrument # 2020042654, Public Records of Sarasota County, Florida ("Memorandum of Original Agreement"). Upon the recording of this Restated Agreement in accordance with Section 15.8(a), above, the Joinder and Consent to Original Agreement and Memorandum of Original Agreement are rescinded and revoked and of no further force or effect.

15.9 Nondiscrimination.

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. WVLP and the District will not administer this Restated Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or

expression, or physical characteristic.

15.10 Binding Effect/Counterparts.

By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. The terms of this Restated Agreement will run with the land and are binding upon and will inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. This Restated Agreement may be signed in counterparts.

15.11 No Agency.

Nothing contained herein will be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties will be deemed to create any relationship between them other than that as detailed herein.

15.12 Assignment.

The Parties will not assign this Restated Agreement or any right or responsibility herein unless with the written consent of each other Party. The Parties will consider any proposed assignment upon request of a Party.

15.13 Headings.

The descriptive titles appearing at the beginning of each Article and Section of this Restated Agreement are for convenience only and do not affect its construction.

15.14 Effective Date.

This Restated Agreement shall become effective as of the Effective Date.

ARTICLE 16: NON-APPROPRIATION

(a) The Parties acknowledge and agree that the obligations of the City and the District to fulfill financial obligations of any kind pursuant to the provisions of this Restated Agreement, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of funds will not arise unless and until appropriations for such payments are approved for the applicable fiscal year by the governing body (nor will such liability arise if, a request for such appropriation is excluded from the budget approved by the governing body). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach or by the City under this Section. This Restated Agreement does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

(b) For the duration of this Restated Agreement, the City and the District will direct their staff to include the financial obligations as set forth in this Restated Agreement in the administrator's proposed fiscal budget each successive year for City's and the District's consideration.

ARTICLE 17: *FORCE MAJEURE*

No Party will be liable or responsible to the other by reason of the failure or inability of the other Parties to take any action that may be required to take or to comply with the requirement imposed hereby or any injury to the other Party or by those claiming by or through it, which failure, inability or injury is caused directly or indirectly by force majeure. *Force majeure* means acts of god, strikes, lock-outs, or other industrial disturbances; acts of public enemies, war, blockades, riots, acts of armed forces or militia, epidemics, pandemics, landslides, earthquakes, fires, storms, floods, or washouts; and explosions not within the reasonable control of the affected Party and which, by exercise of due diligence, a Party is unable to overcome.

ARTICLE 17: EXHIBITS

A list of the Exhibits attached to this Restated Agreement, as referenced in the foregoing provisions, is as follows:

Exhibit "A." Exhibit "A" contains the Legal Description of the "Annexed Property."

Exhibit "B." Exhibit "B" contains the Legal Description of "District Boundaries."

Exhibit "C." Exhibit "C" contains the "District Conceptual Plan."

Exhibit "D." Exhibit "D" contains the "Fire Study."

Exhibit "E." Exhibit "E" contains the "Invoice."

[Parties' signature pages follow]

Approved by the City of North Port City Commission on the 12th day of November 2024.

CITY OF NORTH PORT, FLORIDA

By: _____

Mayor

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Michael Golen, CPM
Interim City Attorney

[Additional signature pages follow]

Executed by WVLP this 28 day of October, 2024.

WELLEN PARK, LLLP
a Florida limited liability limited partnership

By: Thomas Ranch Land Partners GP, LLC,
a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC
a Delaware limited liability company, as Manager

By: _____
Richard P. Severance
As its Vice President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 28th day of October 2024, by Richard P. Severance, as Vice President of Thomas Ranch Manger, LLC, a Delaware limited liability company, as Manager of Thomas Ranch Land Partners GP, LLC, a Delaware limited liability company, as General Partner of Wellen Park, LLLP, a Florida limited liability company.

Maria Coppinger
Notary Public

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[Additional signature page follows]

Approved by the Board of Supervisors for the West Villages Improvement District on the 25 day of October, 2024.

Secretary

WEST VILLAGES IMPROVEMENT DISTRICT

John Luczynski
Chairman

(District Seal)

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25th day of October 2024, by John Luczynski as Chairman of the Board of Supervisors of West Villages Improvement District.

Notary Public

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[End of Parties' signature pages]

Joinder and Consent to Restated Agreement by WVLP Entities

Each of the undersigned WVLP Entities joins in and consents to the Restated Agreement. Consistent with the foregoing, the WVLP Entities expressly ratify and agree to abide the Restated Agreement's terms relating to the reservation and conveyance of real property described therein in which any such WVLP Entity has ownership interest. Consistent with the foregoing, the WVLP Entities agree to cooperate in carrying out the obligations of WVLP under the Restated Agreement with respect to any real property described therein which any such WVLP Entity has an ownership interest, including, but not limited to, executing instruments necessary to convey real property as described in Article 9.

IN WITNESS WHEREOF, the WVLP Entities have caused this Joinder and Consent to be executed on the dates set forth below.

[WVLP Entities' signature pages follow]

Executed by Main Street Ranchlands, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Print Name: Tom Buckley

Print Name: Steven C. Lewis

Main Street Ranchlands, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By:
Print Name: Richard Severance
Title: VP

Date: 10/28/24

[Notary acknowledgement and additional signature pages to follow]

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced ___

[Additional signature pages follow]

Executed by Myakka River Club, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Myakka River Club, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

Print Name: Tom Buckley

Print Name: Steven C. Lewis

By: _____
Print Name: Richard Severance
Title: VP

Date: 10/28/24

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Myakka River Club, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[Additional signature pages follow]

Executed by Timber Forest Ranch, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Print Name: Tom Buckley

Print Name: Steven C. Lewis

Timber Forest Ranch, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: _____

Print Name: Richard Severance

Title: VP

Date: 10/28/24

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Timber Forest Ranch, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[Additional signature pages follow]

Executed by Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: _____

Print Name: Richard Severance

Title: VP

Date: 10/28/24

_____

Print Name: Tom Buckley

_____

Print Name: Steven C. Lewis

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

✓ Personally Known OR ___ Produced Identification

Type of Identification Produced —

[Additional signature pages to follow]

Executed by West Villages East Associates, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Print Name: Tom Buckley

Print Name: Steven C. Lewis

West Villages East Associates, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: _____
Print Name: Richard Severance
Title: VP

Date: 10/28/24

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of West Villages East Associates, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[Additional signature pages to follow]

Executed by Thomas Ranch Land Partners Village I, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Print Name: Tom Buckley

Print Name: Steven C. Lewis

Thomas Ranch Land Partners Village I, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: _____

Print Name: Richard Severance

Title: VP

Date: 10/28/24

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Thomas Ranch Land Partners Village I, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[Additional signature pages follow]

Executed by West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership, this 28 day of October, 2024.

Witnessed by:

Print Name: Tony Buckley

Print Name: Steven C. Lewis

West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: _____

Print Name: Richard Severance

Title: VP

Date: 10/28/24

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by ✓ means of [ ] physical presence or [ ] online notarization, this 28th day of October 2024, by Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Maria Coppinger
Notary Public – State of Florida

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

[End of WVLP Entities' signature pages]

EXHIBIT LIST

Exhibit A	Annexed Property
Exhibit B	District Boundaries
Exhibit C	District Conceptual Plan
Exhibit D	Fire Study
Exhibit E	Invoice

Exhibit A

Annexed Property

The territorial boundaries of the district shall be as follows, to wit:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY,FLORIDA: That part of Section 21, lying Southwesterly of County Road No. 777 (West River Road). All that part of Section 28, lying West of County Road No. 777 (West River Road). All of Section 29, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45). All of Section 30, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45); That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida; That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right of Way line of U.S. Highway No. 41. All of Section 31, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45). All of Section 32, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45); That portion conveyed in Official Record Book 2785, Page 634 of the Public Records of Sarasota County, Florida, (Sarasota County Hospital Board); That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida, (Manatee Community College); Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida; That portion conveyed in Official Record Book 2785, Page 641 of the Public Records of Sarasota County, Florida, (120¢ wide perpetual Non-Exclusive easement); That portion lying South of lands conveyed in Official Record Book 1571, Page 2172 and East of lands described in Official Record Book 2785, Page 641, Public Records of Sarasota County, Florida. That portion of Section 33, lying North of U.S. Highway No. 41 (State Road No.45) and West of County Road #777 (West River Road); also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), West of a 200 ft. wide access easement described in Official Records Book 2389, Page 528, Public Records of Sarasota County, Florida, and North of lands conveyed in Official Records Book 1571, Page 2172, Public Records of Sarasota County, Florida; also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16¢02²W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58¢49², a chord bearing of N.66°51¢56²W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22¢31²W.,along said southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument No.199816615 3, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument No.199816615 3 the following three (3) courses and distances; (1) S.35°37¢26²W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49¢56², a chord bearing of S.50°32¢24²W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01¢27²W., a distance of 1074.23 feet; thence N.48°24¢50²W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20¢23², a chord bearing of N.60°40¢02²W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee CommunityCollege, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18¢18²E., along the Easterly Line of said lands, a distance of 188.09 feet; thence continue N.00°00¢19²W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21¢46²W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on

the Easterly Line of a 200 foot wide access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30¢25²E., along the Easterly Line of said 200 foot wide access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08¢33², a chord bearing of S.69°13¢16²E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of Way Line the following fourteen (14) courses and distances; (1) S.22°19¢13²W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45¢15², a chord bearing of S.67°16¢21²E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet; (3) thence N.23°06¢16²E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 08°17¢44², a chord bearing of S.62°44¢52²E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet; (5) thence S.31°08¢57²W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45¢12², a chord bearing of S.58°13¢22²E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet; (7) thence N.32°24¢25²E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 03°28¢13², a chord bearing of S.56°06¢38²E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; thence (9) S.56°35¢34²E.; a distance of 155.08 feet; (10) thence S.54°22¢31²E., a distance of 1102.52 feet; (11) thence S.51°00¢40²E., a distance of 101.66 feet; (12) thence S.54°20¢43²E., a distance of 199.02 feet; (13) thence S.48°43¢03²E., a distance of 100.71 feet; (14) thence S.54°22¢31²E., a distance of 447.75 feet to the POINT OF BEGINNING. That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, lying West of River Road (County Road No. 777); also that portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following: That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Florida, (Right of Way for County Road No. 777). All of Section 35 lying West of the Myakka River. Also, a portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04¢43²W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30¢25²E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29¢35²E., a distance of 1960.21 feet; (2) thence N.00°30¢25²E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24¢50²E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 199816615 4, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 199816615 4 the following three (3) courses: (1) S.89°58¢33²E., a distance 676.50 feet; (2) thence N.00°01¢27²E., a distance of 752.33 feet; (3) thence N.28°06¢22²E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28¢18², a chord bearing of S.72°07¢12²E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16¢02²W., along the West line of said Section 34, and leaving said southerly right of way line, a

distance of 379.82 feet; thence S.89°37¢27²E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07¢30²W., a distance of 5.48 feet; (2) thence S.89°23¢52²E., a distance of 9.74 feet; (3) thence S.36°39¢07²E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central angle of 02°00¢54², a chord bearing of S.35°38¢40²E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21¢47²E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31¢30², a chord bearing of S.26°52¢28²E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41¢04²W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39¢52²W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING. LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA: All of Section 3, less and except the following: That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777); That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.); The maintained right-of-way of County Road No. 777 (South River Road). All of Section 4, Less and except the following: That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.). All of Section 5, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811- 974, of the Public Records of Sarasota County, Florida. All of Section 6, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 7, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 8. All of Section 9. All of Section 10, less and except the following: The maintained right-of-way for County Road No. 777 (South River Road) ALL OF THE ABOVE ARE SUBJECT TO EASEMENTS OF RECORD, OR OTHERWISE, USED FOR DRAINAGE, UTILITIES AND/OR INGRESS AND EGRESS. The above described property contains a total of 8193.7478 acres more or less.

Exhibit B

District Boundaries

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

That part of Section 21, lying Southwesterly of County Road No. 777 (West River Road). All that part of Section 28, lying West of County Road No. 777 (West River Road). All of Section 29, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45). All of Section 30, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45); That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida; That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right of Way line of U.S. Highway No.41. All of Section 31, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45). All of Section 32, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45); That portion conveyed in Official Record Book 2785, Page 634 of the Public Records of Sarasota County, Florida, (Sarasota County Hospital Board); That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida, (Manatee Community College); Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida; That portion conveyed in Official Record Book 2785, Page 641 of the Public Records of Sarasota County, Florida, (120' wide perpetual Non-Exclusive easement); That portion lying South of lands conveyed in Official Record Book 1571, Page 2172 and East of lands described in Official Record Book 2785, Page 641, Public Records of Sarasota County, Florida. That portion of Section 33, lying North of U.S. Highway No. 41 (State Road No.45) and West of County Road #777 (West River Road); also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), West of a 200 ft. wide access easement described in Official Records Book 2389, Page 528, Public Records of Sarasota County, Florida, and North of lands conveyed in Official Records Book 1571, Page 2172, Public Records of Sarasota County, Florida; also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S.Highway No.41, (State Road No. 45) per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No.41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W.,along said southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument No.1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument No.1998166153 the following three (3) courses and distances; (1) S.35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W.,leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands,same being a point on the Easterly Line of a

200 foot wide access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of Way Line the following fourteen (14) courses and distances; (1) S.22°19'13"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet; (3) thence N.23°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet; (5) thence S.31°08'57"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a said curve an arc length of 73.47 feet; (7) thence N.32°24'25"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; thence (9) S.56°35'34"E.; a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING. That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, lying West of River Road (County Road No.777); also that portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following: That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Section 35 lying West of the Myakka River. Also, a portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04'43"W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29'35"E., a distance of 1960.21 feet; (2) thence N.00°30'25"E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24'50"E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1) S.89°58'33"E., a distance 676.50 feet; (2) thence N.00°01'27"E., a distance of 752.33 feet; (3) thence N.28°06'22"E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28'18", a chord bearing of S.72°07'12"E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16'02"W., along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence S.89°37'27"E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per

Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07'30"W., a distance of 5.48 feet; (2) thence S.89°23'52"E., a distance of 9.74 feet; (3) thence S.36°39'07"E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of S.35°38'40"E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21'47"E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41'04"W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 3, less and except the following: That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777); That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.); The maintained right-of-way of County Road No.777 (South River Road). All of Section 4, Less and except the following: That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.). All of Section 5, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 6, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 7, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 8. All of Section 9. All of Section 10, less and except the following: The maintained right-of-way for County Road No. 777 (South River Road) ALL OF THE ABOVE ARE SUBJECT TO EASEMENTS OF RECORD, OR OTHERWISE, USED FOR DRAINAGE, UTILITIES AND/OR INGRESS AND EGRESS.

The above described property contains a total of 8193.7478 acres more or less.

(2) The territorial limits of West Villages Improvement District shall also embrace and include those parcels of land described as follows:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:
All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road). All that part of Section 28 lying West of County Road # 777 (West River Road). All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00E30'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89E23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00E30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06E30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01E13'57", a distance of 120.53 feet; thence S.00E30'23"W., a distance of 5165.77 feet; thence

S.89E05'08"E., a distance of 120.00 feet; thence N.00E30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows: Commence at the NW corner of Section 33, Township 39 South, Range 20 East, Sarasota Florida; run thence S.0 degrees 30'44"W. along the westerly line of said Section 33, 105.39' to the centerline of U.S. 41; thence continue S.0 degrees 30'44"W. along said westerly line 1372.36'; thence S.89 degrees 29'16"E. along the northerly line of Tract, 810' to the POINT OF BEGINNING of said centerline of said 200 foot wide Tract; thence N.0 degrees 30'44"E., parallel to the said westerly line of Section 33, 1078.74' to the southerly right-of-way line of U.S. 41 (right-of-way being 100 feet from centerline at this point) for a POINT OF TERMINATION.

All that part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands: East 200' (as measured along the South Right-of-Way of Tamiami Trail, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West 1/4 of section corner of Section 34, Township 39 South, Range 20 East and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning: thence continue S.89E58'00"E 659 feet; thence N.00E00'20"W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning. Said above described lands being more particularly described and surveyed as follows: Commence at the West quarter corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89E58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00E00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also known as STATE ROAD No. 45. And U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right- of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06E36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03E48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89E58'00"W. a distance of 199.22 feet to the Point of Beginning; The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833; That part of the West Half of the SE 1/4, lying westerly of maintained right of way for South River Road (Old River Road), and northerly of lands described in Official Records Instrument Number 1999111833.

IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 15, less and except the following: The maintained right-of-way for County Road #777 (South River Road); Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida; Maintained right-of-way for County Road #777 (South River Road).

All of Section 21, less and except the following: Maintained right-of-way for County Road #777 (South River Road); The SW 1/4 of the SE 1/4; The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road #777 (South River Road); Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida; Right- of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3739.9714 Acres more or less.

(3) The territorial limits of West Villages Improvement District shall also embrace and include those parcels of land described as follows:

PARCEL 1:

A portion of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East and portions of Section 3 & Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Northwest corner of aforesaid Section 273, Township 40 South, Range 20 East, thence 28N89°35'02"W, a distance of 50.00 feet; thence S00°24'58"W, parallel with the West line of the Northwest 1/4 of said Section 3, a distance of 2691.22 feet to a point bearing N89°21'22"W, a distance of 50.00 feet from the Southwest corner of said Northwest 1/4 of Section 3; thence S00°25'01"W, parallel with the West line of the Southwest 1/4 of said Section 3, a distance of 672.83 feet; thence S89°20'28"E, a distance of 50.00 feet to the Southwest corner, of the North 1/2, of the North 1/2 of the Southwest 1/4, of said Section 3; thence S89°20'28"E, along the South line of said North 1/2, of the North 1/2, of said Southwest 1/4 of Section 3, a distance of 2583.87 feet to the West Maintained Right-of-Way Line of County Road 777 (River Road); thence N00°32'56"E, along said Right-of-Way line parallel with the East line of said Southwest 1/4 of Section 3, a distance of 673.52 feet to an intersection with the South line of the Northwest 1/4 of said Section 3, bearing N89°21'22"W, a distance of 62.53 feet, from the Southeast corner of said Northwest 1/4, thence N89°21'22"W, along the South line of said Northwest 1/4 a distance of 69.77 feet to the Westerly Right-of-Way Line of County Road 777 (River Road), per Florida Department of Transportation Right-of-Way Map, Section 17550-2601; thence North along said Westerly Right-of-Way Line the following 3 courses, N00°28'09"E, a distance of 1273.47 feet to the point of curvature of a curve to the left, having: a radius of 5619.58 feet, a central angle of 14°38'51", a chord bearing of N06°51'16"W and a chord length of 1432.72 feet, thence along the arc of said curve, an arc length of 1436.63 feet, to a point on the South line of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, bearing N89°25'06"W, a distance of 204.95 feet, from the Southeast corner of said Southwest 1/4 of Section 34; thence continuing Northerly, along said curve to the left, having: a radius of 5619.58 feet, a central angle of 04°55'56", a chord bearing of N16°38'40"W and a chord length of 483.61 feet, along the arc of said curve, an arc length of 483.76 feet, thence S78°41'00"W, leaving said Right-of-Way Line, a distance of 2240.41 feet to the Point of Beginning.

PARCEL 2:

A tract of land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of said Section 32, thence S00°30'23"W along the Easterly line of the Northeast 1/4 of said section a distance of 2658.68 feet to the Southeast corner of said Northeast 1/4; thence N89°23'27"W, a distance of 410.00 feet; thence S00°30'23"W, parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1026.52 feet to the Point of Beginning; thence continue along said line S00°30'23"W a distance of 1630.82 feet; thence N89°05'08"W, a distance of 1944.78 feet; thence N60°12'47"W, a distance of 1430.04 feet to the Easterly Right-of-Way of proposed Pine Street Extension to a point on a curve to the right, having: a radius of 2734.79 feet and a central angle of 04°04'25"; the center of which lies S60°12'47"E; (the following two courses are along the Right-of-Way of proposed Pine Street Extension) thence along the arc of said curve, and arc length of 194.44 feet to the end of said curve; thence N33°51'40"E, a distance of 1554.98 feet; thence S89°29'37"E, a distance of 2052.27 feet; thence S43°18'08"W, a distance of 463.99 feet; thence S44°41'45"E, a distance of 293.64 feet; thence S89°29'37"E, a distance of 290.65 feet to the Point of Beginning.

PARCEL 3:

That part of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 lying South of U.S. Highway No. 41 and East of West River Road, and also that part of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 lying South of U.S. Highway 41, Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, less any reservations, conveyances or grants for Right-of-Way purposes for State Road 777 or U.S. Highway No. 41. That portion of land lying in Sarasota County, Florida, South and East of the centerline of a creek, on the following described property:

A part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, described as follows:

Starting at the centerline of the Intersection of two roads designated as being U.S. 41 a/k/a/ State Route 45, and State Route 777, respectively, and proceeding Easterly along centerline of U.S. 41, 318.2 feet, thence South 54.06 feet to the edge of Right-of-Way of said road to the Point of Beginning; thence Southerly 313.7 feet more or less to the Right-of-Way of State Road 777; thence Northwesterly along the Right-of-Way of State Road 777, 314.85 feet more or less to intersect the Right-of-Way of road U.S. 41; thence Easterly along the Right-of-Way of U.S. 41, 242 feet more or less to the Point of Beginning, less Road Right-of-Way. Less that real property described as:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Begin at the intersection of the East existing Right- of-Way line of County Road 777, (River Road) (per Project 17060-2502) and the South existing Right-of- Way Line of U.S. 41 (State road 45/Tamiami Trail) (per project 17010-2508) and the beginning of a curve concave Northerly; thence along said South existing Right-of-Way Line on the arc of said curve having a radius of 3031.73 feet, a central angle of 01°34'27", an arc length of 83.29 feet, the chord for which bears N75°41'59"E to the end of said curve; thence S46°02'32"W, 51.43 feet; thence S36°40'52"E, 92.00 feet; thence S42°00'48"E 150.65 feet; thence S36°40'52"E 148.51 feet; to the beginning of a curve concave Southwesterly; thence along the arc of said curve having a radius of 5829.58 feet, a central angle of 01°04'50" an arc length of 109.95 feet, the chord for which bears S36°08'26"E of the South line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34 and the end of said curve; thence along said line N89°25'37"W, 47.56 feet to the East Maintained Right-of-Way Line of said County Road 777; thence along said Maintained Right-of-Way Line the following three courses, N35°44'19"W, 27.70 feet N32°22'22"W, 178.74 feet; N42°09'34"W, 157.11 feet to the end of said courses and to the East existing Right-of-Way Line of said County Road 777,

thence along said existing Right-of-Way Line N36°40'52"W, 147.48 feet to the Point of Beginning, as per Florida Department of Transportation Right-of-Way Map for County Road 777 (River Road).

PARCEL 4:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 19, Township 40 South, Range 20 East, being more particularly described as follows:

Begin at the Southeast corner of Section 19, Township

40 South, Range 20 East, Sarasota County, Florida; thence the following nineteen (19) courses: (1) N89°07'29"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 38.98 feet; (2) N15°40'44"W, a distance of 138.86 feet, to a point of curve; (3) along the arc of a curve to the left, concave to the Southwest, radius 2860.00 feet, central angle 006°18'09", arc length 314.60 feet, chord bearing N03°47'11"W, a distance of 314.44 feet; (4) leaving said curve, S83°03'44"W, a distance of 242.00 feet; (5) N32°03'29"W, a distance of 270.86 feet; (6) N01°59'24"W, a distance of 281.31 feet; (7) N75°00'00"E, a distance of 279.00 feet; (8) N15°00'00"W, a distance of 282.00 feet; (9) N17°51'45"W, a distance of 100.12 feet; (10) N15°00'00"W, a distance of 157.95 feet, to a point of curve; (11) along the arc of a curve to the right, concave to the East, radius 2650.00 feet, central angle 026°10'26", arc length 1210.57 feet, chord bearing N01°54'47"W, a distance of 1200.07 feet; (12) leaving said curve, N20°23'44"E, a distance of 106.75 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 2635.00 feet, central angle 004°43'54", arc length 217.61 feet, chord bearing N15°49'54"E, a distance of 217.55 feet; (14) leaving said curve, N18°11'51"E, a distance of 808.10 feet to the East boundary of the Northeast 1/4 of said Section; (15) S00°51'03"E, along said boundary, a distance of 842.61 feet; (16) S18°11'54"W, a distance of 11.63 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the East, radius 2360.00 feet, central angle 033°11'51", arc length 1367.39 feet, chord bearing S01°35'55"W, a distance of 1348.35 feet, to a point of tangency; (18) S15°00'00"E, a distance of 252.98 feet to the East boundary of the Southeast ¼ of said Section; (19) S00°52'09"E, along said boundary, a distance of 1352.83 feet to the Point of Beginning.

PARCEL 5:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows;

Begin at the Southwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence the following five (5) courses:

(1) N00°52'09"W, along the West boundary of the Southwest 1/4 of said Section, a distance of 1352.83 feet;

(2) S15°00'00"E, a distance of 452.83 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the Southwest, radius 3140.00 feet, central angle 015°19'11", arc length 839.57 feet, chord bearing S07°20'25"E, a distance of 837.07 feet; (4) leaving said curve, S38°46'04W, a distance of 111.55 feet to the South boundary of the said Southwest 1/4; (5) N89°10'49"W, along said boundary 133.79 feet to the Point of Beginning.

PARCEL 6:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°41'36"E, along the North boundary of the Northwest 1/4 of said Section, a distance of 329.23 feet to the Point of Beginning; thence the following nineteen (19) courses: (1) continue S88°41'36"E, a distance of 332.15 feet, to a point on a curve; (2) along the arc of a curve to the right, concave to the Southwest, radius 2069.86 feet, central angle 006°25'24", arc length 232.05 feet, chord bearing S01°27'13"E, a distance of 231.93 feet; (3) leaving said curve, S07°08'50"E, a distance of 110.71 feet, (4) along the arc of a curve to the right, concave to the Northwest, radius 2089.86 feet, central angle 013°26'25", arc length 490.23 feet, chord bearing S11°28'38"W, a distance of 489.11 feet, to a point of tangency; (5) S18°11'51"W, a distance of 151.99 feet; (6) S23°54'29"W, a distance of 100.50 feet; (7) S18°11'51"W, a distance of 876.00 feet; (8) N89°45'45"E, a distance of 490.15 feet; (9) S20°25'44"E, a distance of 267.53 feet; (10) S72°51'21"W, a distance of 509.98 feet; (11) S86°28'35"W, a distance of 264.80 feet; (12) S18°11'54"W, a distance of 58.91 feet to the West boundary of said Northwest 1/4; (13) N00°51'03"W, along said boundary, a distance of 842.61 feet; (14)N18°11'51"E, a distance of 837.43 feet, to a point of curve; (15) along the arc of a curve to the left, concave to the Northwest, radius 1774.86 feet, central angle 004°26'25" arc length 137.55 feet, chord bearing N15°58'38"E, a distance of 137.51 feet; (16) leaving said curve, N23°12'22"W, a distance of 112.00 feet; (17) N09°15'26"E, a distance of 89.52 feet; (18) N24°37'42"E, a distance of 95.15 feet, to a point of curve; (19) along the arc of a curve to the left, concave to the Southwest, radius 1739.86 feet, central angle 010°33'42", arc length 320.71 feet, chord bearing N00°31'23"W, a distance of 320.26 feet to the Point of Beginning.

PARCEL 7:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 17, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 17, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°41'36"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 329.23 feet to a point on a curve, and the Point of Beginning; thence the following twenty eight (28) courses: (1) along the arc of a curve to the left, concave to the Southwest, radius 1739.86 feet, central angle 003°50'15", arc length 116.53 feet, chord bearing N07°43'24"W, a distance of 116.51 feet; (2) leaving said curve, N09°38'31"W, a distance of 707.19 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the East, radius 2079.86 feet, central angle 027°23'07", arc length 994.09 feet, chord bearing N04°03'03"E, a distance of984.66 feet; (4) leaving said curve, N29°30'38"E, a distance of 104.42 feet; (5) N18°35'52"E, a distance of 755.00 feet; (6) N64°19'55"W, a distance of 259.98 feet; (7) N07°15'30"W, a distance of 363.19 feet; (8) N24°30'14"E, a distance of 246.76 feet; (9) N65°13'52"E, a distance of 110.00 feet; (10) N24°46'08"W, a distance of 861.00 feet; (11) S79°49'39"W, a distance of 69.15 feet to the West boundary of the Northwest 1/4 of said Section; (12)N00°43'52"E, along said boundary, a distance of 893.19 feet, to a point of curve; (13) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 006°06'31", arc length 800.08 feet, chord bearing S21°42'53"E, a distance of 799.70 feet, to a point of tangency; (14) S24°46'08"E, a distance of 426.04 feet; (15) S41°28'05"E, a distance of 104.40 feet; (16) S24°46'08"E, a distance of 532.70 feet, to a point of curve; (17) along the arc of a curve to the right, concave to the Southwest, radius 1046.47 feet, central angle 043°22'00", arc length 792.07 feet, chord bearing S03°05'09"E, a distance of 773.29 feet; (18) leaving said curve, S18°35'52"W, a distance of 300.12 feet; (19) S35°17'49"W, a distance of 104.40 feet; (20) S18°35'52"W, a distance of 471.52 feet, to a point of curve; (21) along the arc of a curve to the left, concave to the East, radius 1774.86 feet, central angle 028°14'23", arc length 874.78 feet, chord bearing S04°28'41"W, a distance of 865.95 feet; (22) leaving

said curve, S09°38'31"E, a distance of 78.16 feet; (23) S67°25'27"E, a distance of 485.80 feet; (24) S09°38'31"E, a distance of 226.00 feet; (25) S80°21'29"W, a distance of 386.00 feet; (26) S09°38'31"E, a distance of 144.03 feet, to a point of curve; (27) along the arc of a curve to the right, angle 004°58'33", arc length 179.76 feet, chord bearing S07°09'15"E, a distance of 179.70 feet, to the South boundary of the Southwest 1/4 of said Section; (28) leaving said curve, N88°41'36"W, along said boundary, a distance of 332.15 feet to the Point of Beginning.

PARCEL 8:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 18, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 40 South, Range 20 East, Sarasota County, Florida; thence S00°43'52"W, along the East boundary of the Northeast 1/4 of said Section, a distance of 330.52 feet to the Point of Beginning; thence the following seven (7) courses: (1) continue S00°43'52"W, along said boundary a distance of 893.19 feet; (2) S79°49'39"W, a distance of 112.69 feet; (3) N21°36'42"W, a distance of 834.79 feet; (4) N71°23'45"E, a distance of 176.00 feet; (5) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 003°11'12", arc length 432.68 feet, chord bearing N17°00'39"W, a distance of 432.62 feet, to the North boundary of said Northeast 1/4; (6) leaving said curve, S89°38'43"E, along said boundary, a distance of 286.18 feet; (7) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 002°38'56", arc length 346.95 feet, chord bearing S17°20'09"E, a distance of 346.92 feet to the Point of Beginning.

PARCEL 9:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 7, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 7, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°38'43"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 107.59 feet to the Point of Beginning; thence the following twenty five (25) courses: (1) continue N89°38'43"W, along said boundary a distance of 286.18 feet to a point on a curve; (2) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 006°30'12", arc length 883.00 feet, chord bearing N12°09'57"W, a distance of 882.53 feet; (3) leaving said curve, S81°05'09"W, a distance of 118.00 feet; (4) N19°11'26"W, a distance of 695.64 feet; (5) N07°43'44"W, a distance of 461.01 feet; (6) N43°38'04"E, a distance of 271.28 feet; (7) N08°06'06"W, a distance of 66.19 feet, to a point of curve; (8) along the arc of a curve to the right, concave to the East, radius 5904.58 feet, central angle 017°12'29", arc length 1773.37 feet, chord bearing N00°30'09"E, a distance of 1766.71 feet; (9) leaving said curve, N38°57'01"W, a distance of 208.91 feet; (10) N20°10'15"W, a distance of 212.74 feet; (11) N14°53'58"E, a distance of 245.57 feet; (12) S75°35'37"E, a distance of 306.00 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 5859.58 feet, central angle 006°28'38", arc length 662.42 feet, chord bearing N17°38'42"E, a distance of 662.06 feet, to a point of tangency; (14) N20°53'01"E, a distance of 202.24 feet; to the North boundary of the Northeast 1/4 of said Section; (15) S89°50'37"E, along said boundary, a distance of 288.69 feet; (16) S20°53'01"W, a distance of 304.41 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the Southeast, radius 5589.58 feet, central angle 009°49'02", arc length 957.73 feet, chord bearing S15°58'30"W, a distance of 956.56 feet; (18) leaving said curve, S78°56'01" E, a distance of 15.00 feet; (19) S10°48'41"W, a distance of 49.62 feet; (20) N79°26'37"W, a distance of 30.00 feet, to a point of curve; (21) along the arc of a curve to the left, concave to the East, radius 5604.58 feet, central angle 018°39'29", arc length 1825.10 feet, chord

bearing S01°13'39"W, a distance of 1817.05 feet, to a point of tangency; (22) S08°06'06"E, a distance of 1265.86 feet, to a point of curve; (23) along the arc of a curve to the left, concave to the East, radius 7514.44 feet, central angle 001°06'45", arc length 145.90 feet, chord bearing S08°39'28"E, a distance of 145.90 feet; (24) leaving said curve, S15°23'52"E, a distance of 98.80 feet, to a point of curve; (25) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 006°02'50", arc length 792.05 feet, chord bearing S12°59'16"E, a distance of 791.68 feet, to the Point of Beginning.

PARCEL 10:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 5, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°16'50"E, along the West boundary of the Southwest 1/4 of said Section, a distance of 279.24 feet to the Point of Beginning; thence the following thirty two (32) courses: (1) continue N00°16'50"E, along said boundary, a distance of 824.11 feet; (2) N20°53'01"E, a distance of 42.90 feet; (3) N31°07'04"W, a distance of 28.98 feet to said west boundary; (4) N00°16'50"E, along said boundary, a distance of 623.35 feet; (5) N62°12'11"E, a distance of 71.47 feet; (6) S77°06'59"E, a distance of 186.82 feet; (7) N20°53'01"E, a distance of 789.00 feet; (8) N26°35'39"E, a distance of 100.50 feet; (9) N20°53'01"E, a distance of 425.81 feet, to a point of curve; (10) along the arc of a curve to the left, concave to the Northwest, radius 5579.58 feet, central angle 011°44'31", arc length 1143.45 feet, chord bearing N15°00'46"E, a distance of 1141.45 feet; (11) leaving said curve, N17°23'11"E, a distance of 98.66 feet, to a point of curve; (12) along the arc of a curve to the left, concave to the West, radius 5594.58 feet, central angle 001°03'18", arc length 103.01 feet, chord bearing N07°36'51"E, a distance of 103.01 feet, to a point of tangency; (13) N07°05'12"E, a distance of 703.92 feet, to a point of curve; (14) along the arc of a curve to the right, concave to the East, radius 2999.79 feet, central angle 005°56'35", arc length 311.15 feet, chord bearing N10°03'29"E, a distance of 311.01 feet to the North boundary of the Northwest 1/4 of said Section; (15) leaving said curve, S89°05'35"E, along said boundary a distance of 271.65 feet, to a point on a curve; (16) along the arc of a curve to the left, concave to the Southeast, radius 2734.79 feet, central angle 007°08'18", arc length 340.72 feet, chord bearing S10°39'21"W, a distance of 340.50 feet, to a point of tangency; (17) S07°05'12"W, a distance of 703.92 feet, to a point of curve; (18) along the arc of a curve to the right, concave to the West, radius 5859.58 feet, central angle 003°21'18", arc length 343.11 feet, chord bearing S08°45'51"W, a distance of 343.06 feet; (19) leaving said curve, S79°33'30"E, a distance of 15.00 feet; (20) S10°38'30"W, a distance of 41.01 feet; (21) N79°09'30"W, a distance of 15.00 feet, to a point of curve; (22) along the arc of a curve to the right, concave to the Northwest, radius 5859.58 feet, central angle 002°23'24", arc length 244.42 feet, chord bearing S12°02'12"W, a distance of 244.40 feet; (23) leaving said curve, S55°07'00"E, a distance of 262.77 feet; (24) S09°33'47"W, a distance of 321.22 feet; (25) S18°38'56"W, a distance of 205.67 feet; (26) N72°16'01"W, a distance of 267.07 feet, to a point of curve; (27) along the arc of a curve to the right, concave to the Northwest, radius 5869.58 feet, central angle 001°46'19", arc length 181.52 feet, chord bearing S19°59'52"W, a distance of 181.51 feet, to a point of tangency; (28) S20°53'01"W, a distance of 525.81 feet; (29) S09°34'25"W, a distance of 101.98 feet; (30) S20°53'01"W, a distance of 1100.00 feet; (31) S32°11'37"W, a distance of 101.98 feet; (32) S20°53'01"W, a distance of 984.30 feet to the Point of Beginning.

PARCEL 11:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°50'37"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 105.06 feet to the Point of Beginning; thence the following six (6) courses: (1) continue N89°50'37"W, along said boundary a distance of 288.69 feet; (2) N20°53'01"E, a distance of 385.04 feet; (3) N09°34'25"E, a distance of 101.98 feet; (4) N20°53'01"E, a distance of 687.10 feet to the East boundary of said Southeast 1/4; (5) S00°16'50"W, along said boundary, a distance of 824.11 feet; (6) S20°53'01"W, a distance of 298.57 feet to the Point of Beginning.

PARCEL 12:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°16'50"E, along the East boundary of the Southeast 1/4 of said Section, a distance of 1168.25 feet to the Point of Beginning; thence the following four (4) courses: (1) N31°07'04"W, a distance of 52.24 feet; (2) N01°26'05"W, a distance of 555.62 feet; (3) N62°12'11"E, a distance of 49.70 feet to said East boundary; (4) S00°16'50"W, along said boundary, a distance of 623.35 feet to the Point of Beginning.

PARCEL 13:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 32, Township 39 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence S89°05'35"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 1186.16 feet to a point on a curve and the Point of Beginning; thence the following thirty seven (37) courses: (1) along the arc of a curve to the right, concave to the Southeast, radius 2999.79 feet, central angle 012°24'31", arc length 649.67 feet, chord bearing N19°14'02"E, a distance of 648.40 feet; (2) leaving said curve, N64°33'42"W, a distance of 15.00 feet; (3) N25°44'18"E, a distance of 31.57 feet; (4) S63°57'42"E, a distance of 10.00 feet, to a point of curve; (5) along the arc of a curve to the right, concave to the Southeast, radius 3004.79 feet, central angle 007°49'22", arc length 410.25 feet, chord bearing N29°56'59"E, a distance of 409.94 feet, to a point of tangency; (6) N33°51'40"E, a distance of 472.86 feet; (7) N56°08'20"W, a distance of 465.00 feet; (8) N33°51'40"E, a distance of 343.00 feet; (9) N57°23'43"E, a distance of 448.29 feet; (10) S56°08'20"E, a distance of 301.00 feet; (11) N33°51'40"E, a distance of 1735.97 feet, to a point of curve; (12) along the arc of a curve to the left, concave to the Northwest, radius 1784.86 feet, central angle 029°40'15", arc length 924.30 feet, chord bearing N19°01'33"E, a distance of 914.01 feet; (13) leaving said curve, N15°14'39"W, a distance of 97.39 feet, to a point of curve; (14) along the arc of a curve to the left, concave to the West, radius 1754.86 feet, central angle 001°11'25", arc length 36.46 feet, chord bearing N00°35'43"E, a distance of 36.46 feet, to a point of tangency; (15) N00°00'00"E, a distance of 58.72 feet; (16) N29°53'17"W, a distance of 310.15 feet; (17) N17°15'42"W, a distance of 371.53 feet; (18) N89°41'09"W, parallel with and 137.00 feet South of the North boundary of said Section, a distance of 630.77 feet; (19) N00°18'51"E, a distance of 11.00 feet to the existing Right-of-Way for U.S. Highway 41; (20) S89°38'39"E, a distance of 486.38 feet; (21) S86°12'38"E, a distance of 100.18 feet; (22) S89°38'39"E, a distance of 1100.00 feet; (23) S78°20'03"E, a distance of 50.99 feet; (24) S89°38'39"E, a distance of 50.00 feet; (25) N67°28'05"E, a distance of 41.14 feet, to a point of curve; (26) along the arc of a curve to the right, concave to the South, radius 5603.58 feet, central angle 004°47'14", arc length 468.19 feet, chord bearing S87°15'02"E, a distance of 468.05 feet; (27) leaving said existing Right-of-Way and said curve, N89°41'09"W, parallel with and 147.22 feet South of North boundary of said Section, a distance of 843.21

feet; (28) S17°30'35"W, a distance of 342.25 feet; (29) S26°09'49"W, a distance of 306.39 feet; (30) S00°00'00"W, a distance of 66.32 feet, to a point of curve; (31) along the arc of a curve to the right, concave to the West, radius 2069.86 feet, central angel 011°59'25", arc length 433.16 feet, chord bearing S05°59'43"W, a distance of 432.37 feet; (32) leaving said curve, S64°11'45"E, a distance of 392.56 feet; (33) S35°53'55"W, a distance of 1060.72 feet; (34) N61°33'21"W, a distance of 233.04 feet; (35) S33°51'40"W, a distance of 2706.86 feet, to a point of curve; (36) along the arc of a curve to the left, concave to the Southeast, radius 2734.79 feet, central angle 019°38'10", arc length 937.25 feet, chord bearing S24°02'35"W, a distance of 932.67 feet to the South boundary of said Southwest 1/4; (37) leaving said curve, N89°05'35"W, along said boundary, a distance of 271.65 feet to the Point of Beginning.

(4) The territorial limits of the West Villages Improvement District shall no longer embrace and include those parcels of land described as follows:

PARCEL 1:

A Parcel of land in Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°52'08"W, along the East line of the Southeast 1/4 of said Section 19, a distance of 300.13 feet to a point on a line lying 300.00 feet Northerly of and parallel with the South line of said Southeast 1/4 of Section 19; thence N89°07'15"W, along said line lying 300.00 feet northerly of and parallel with the South line of the Southeast 1/4 of Section 19, a distance of 2716.19 feet; thence N89°12'05"W, along a line lying 300.00 feet Northerly of and parallel with the South line of the Southwest 1/4 of Section 19, a distance of 1382.32 feet to the Point of Beginning; thence continue N89°12'05"W, along said line lying 300.00 feet Northerly of and parallel with the South line of the Southwest 1/4 of Section 19, a distance of 1168.62 feet to a point lying 200.00 feet Easterly of and parallel with the West line of said Section 19; thence N00°47'09"E, along said line lying 200.00 feet Easterly of and parallel with said West line of Section 19, a distance of 2727.62 feet; thence N86°45'40"E, a distance of 125.62 feet; thence S88°28'31"E, a distance of 211.61 feet; thence S70°38'32"E, a distance of 189.13 feet; thence S65°14'22"E, a distance of 167.94 feet; thence S64°57'23"E, a distance of 166.26 feet; thence S56°18'11"E, a distance of 190.18 feet; thence S49°50'04"E, a distance of 150.71 feet; thence S00°57'35"E, a distance of 2339.31 feet to the Point of Beginning.

PARCEL 2:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the South Line of the Southwest 1/4 of said Section 21, a distance of 6.31 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3267.20 feet; thence S44°01'46"E, perpendicular to said baseline of survey, a distance of 41.51 feet to the Point of Beginning; thence N45°56'43"E, a distance of 629.28 feet; thence S43°52'22"E, a distance of 771.45 feet; thence S46°20'52"W, a distance of 294.90 feet; thence N43°25'39"W, a distance of 205.68 feet; to a point on a curve to the left having a radius of 225.00 feet, a central angle of 91°32'43", a chord bearing of N89°12'00"W, and a chord length of 322.46 feet; thence along the arc of said curve an arc length of 359.50 feet; thence S45°01'39"W, a distance of 58.25 feet; thence N81°29'41"W, a distance of 77.89 feet; thence N44°03'17"W, a distance of 275.37 feet to the Point of Beginning.

PARCEL 3:

A Parcel of land in Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest Corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S89°21'19"E, along the South Line of said Section 15, a distance of 49.10 feet, to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3284.46 feet, thence S44°01'46"E, perpendicular to said baseline of survey, a distance of 39.75 feet to the Point of Beginning; thence N45°58'39"E, a distance of 102.13 feet; to a point on a curve to the left having a radius of 706.58 feet, a central angle of 45°29'01", a chord bearing of N23°13'07"E, and a chord length of 546.30 feet; thence along the arc of said curve an arc length of 560.91 feet; thence N00°28'37"E, a distance of 615.74 feet; thence S89°31'23"E, a distance of 178.13 feet; thence S60°22'18"E, a distance of 188.25 feet; thence S32°42'31"E, a distance of 144.47 feet; to a point on a curve to the left having a radius of 150.00 feet, a central angle of 65°32'10", a chord bearing of S12°01'25"E, and a chord length of 162.37 feet; thence along the arc of said curve an arc length of 171.57 feet; to a point on a curve to the right having a radius of 50.00 feet, a central angle of 48°24'34", a chord bearing of S20°35'14"E, and a chord length of 41.00 feet; thence along the arc of said curve an arc length of 42.25 feet; to a point on a curve to the left having a radius of 55.00 feet, a central angle of 53°04'13", a chord bearing of S22°55'03"E, and a chord length of 49.14 feet; thence along the arc of said curve an arc length of 50.94 feet; to a point on a curve to the right having a radius of 50.00 feet, a central angle of 69°28'55", a chord bearing of S14°42'42"E, and a chord length of 56.99 feet; thence along the arc of said curve an arc length of 60.63 feet; thence S20°01'46"W, a distance of 165.04 feet; thence S09°45'21"E, a distance of 198.48 feet; thence S10°32'59"W, a distance of 77.82 feet; thence S24°01'29"W, a distance of 246.18 feet; thence S16°16'56"W, a distance of 52.07 feet; thence S35°57'16"E, a distance of 117.85 feet; thence S87°27'37"W, a distance of 86.98 feet; thence S45°58'19"W, a distance of 25.22 feet; thence S05°31'58"W, a distance of 149.54 feet; thence S45°58'39"W, a distance of 223.39 feet; thence N44°01'21"W, a distance of 622.74 feet; to the Point of Beginning.

PARCEL 4:

A Parcel of land lying in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°24'59"W, along the South line of the Southwest 1/4 of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right-of-Way Map for River Road (Project No. 95790), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N16°30'08"W, and a chord length of 522.02 feet; thence along said baseline of Survey, and the arc of said curve, an arc length of 522.20 feet; thence S70°53'13"W, perpendicular to said baseline of Survey, a distance of 110.00 feet to the Westerly Right-of-Way Line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida, same being a point on a curve to the left having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of N26°52'28"W, and a chord length of 1517.98 feet; thence along said Westerly Right-of-Way Line the following four (4) courses: (1) along the arc of said curve an arc length of 1522.64 feet; (2) thence S55°21'47"W, a distance of 20.00 feet to a point on a curve to the left having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of N35°38'40"W, and a chord length of 196.90 feet; (3) thence along the arc of said curve an arc length of 196.91 feet; (4) thence N36°39'07"W, a distance of 71.08 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence N89°37'27"W, along the South line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, a distance of 4.10 feet to the Point of Beginning, same being the Southwest

corner of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°37'27"W, along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34, a distance of 108.43 feet; thence N36°45'48"W, a distance of 427.04 feet to the Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No.45), per Florida Department of Transportation Right-of-Way Map Section 17010-2508, same being a point on a curve to the left having a radius of 3031.73 feet, a central angle of 01°56'33", a chord bearing of N81°26'05"E, and a chord length of 102.78 feet; thence along said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45)and the arc of said curve an arc length of 102.78 feet to the intersection of said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the Westerly Right-of-Way Line of South River Road per Official Records Book 2695, Page 1438, Public Records of Sarasota County, Florida; thence S36°39'07"E, along said Westerly Right-of-Way Line of South River Road, a distance of 439.57 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence S00°09'58"W, along said West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, a distance of 5.47 feet to the Point of Beginning.

PARCEL 5:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the said South line of Southwest 1/4 of Section 21, a distance of 40.25 feet to the Southeasterly Maintained Right-of-Way of South River Road as shown on unrecorded Maintained Right-of-Way Map of River Road, for a Point of Beginning, thence along said Southerly Maintained Right-of-Way Line the following three (3) courses: (1) N45°55'23"E, a distance of 105.80 feet; (2) thence N44°19'24"W, a distance of 4.28 feet; (3) thence N45°58'11"E, a distance of 354.51 feet to the South line of lands described in Official Records Book 986, Page 904; thence along said South line of lands described in Official Records Book 986, Page 904, S88°46'03"E, a distance of 16.74 feet; thence S45°58'11"W, a distance of 464.61 feet to said South line of the Southwest 1/4 of Section 21; thence along said South line of the Southwest 1/4 of Section 21, N88°46'17"W, a distance of 10.59 feet to the Point of Beginning.

PARCEL 6:

A Parcel of land in Section 20 & 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°12'04"W, along the South line of said Section 20, a distance of 60.14 feet to the Northwesterly Maintained Right-of-Way of South River Road asshown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road a Point of Beginning; thence continue along said South line of Section 20, N89°12'04"W, a distance of 221.97 feet; thence N45°58'11"E, a distance of 1634.22 feet; thence N45°58'06"E, a distance of 1299.84 feet; thence N45°58'15"E, a distance of 425.82 feet to the boundary of lands described in Official Records Instrument No 2000163556; thence S44°02'57"E, along said boundary of lands described in Official Records Instrument No. 2000163556, a distance of 157.69 feet to said Maintained Right-of-Way Line; thence along said Maintained Right-of-Way Line the following six (6) courses: (1) S45°57'54"W, a distance of 640.66 feet; (2) thence S45°58'20"W, a distance of 1300.13 feet; (3) thence N43°57'33"W, a distance of 3.59 feet; (4) thence S45°57'55"W, a distance of 1185.97 feet; (5) thence S43°13'15"E, a distance of 2.20 feet; (6) thence S45°52'56"W, a distance of 75.72 feet to the Point of Beginning.

PARCEL 7:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the South Line of the Southwest 1/4 of said Section 21, a distance of 6.31 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence along said baseline, N45°58'14"E, a distance of 554.56 feet; thence S44°01'46"E, perpendicular to said baseline, a distance of 19.73 feet to the Southeasterly Maintained Right-of-Way Line of South River Road as shown on said Sarasota County Maintained Right-of-Way Map for a Point of Beginning; thence along said Maintained Right-of-Way Line the following three (3) courses: (1) N45°58'11"E, a distance of 875.08 feet; (2) thence N45°58'06"E, a distance of 1299.90 feet; (3) thence N45°58'15"E, a distance of 425.85 feet to the boundary of lands described in Official Records Instrument No. 2000163556; Public Records of Sarasota County, Florida; thence along said boundary of lands described in Official Records Instrument No. 2000163556, S44°03'18"E, a distance of 11.89 feet; thence S45°58'15"W, a distance of 425.86 feet; thence S45°58'06"W, a distance of 1299.90 feet; thence S45°58'11"W, a distance of 863.29 feet to the North line of lands described in Official Records Book 986, Page 904, Public Records of Sarasota County, Florida; thence N88°46'03"W, along said North line of lands described in Official Records Book 986, Page 904, a distance of 16.74 feet to the Point of Beginning.

All of Section 3, Township 40 South, Range 20 East, East of the Right-of-Way for State Road 777.

LESS AND EXCEPT a parcel recorded in Deed Book 168, Page 240 described as follows: a strip of land twenty five feet in width on either side of a center line running and described as follows: beginning at a point which is the intersection of the section line between sections 3 and 10, in Township 40 South, Range 20 East, and the centerline of the existing Englewood- Myakka River Road, and running thence East along said section line to the southeast corner of said Section 3, said corner being also the Northeast corner of said section 10.AND All of section 10, Township 40 South, Range 20 East, East of Right-of-Way for State Road 777.

LESS AND EXCEPT a parcel recorded in Deed Book 168, Page 240 described as follows: a strip of land twenty five feet in width on either side of a center line running and described as follows: beginning at a point which is the intersection of the section line between sections 3 and 10, in Township 40 South, Range 20 East, and the centerline of the existing Englewood- Myakka River Road, and running thence East along said section line to the southeast corner of said Section 3, said corner being also the Northeast corner of said section 10.

AND

All of section 15, Township 40 South, Range 20 East, East of right-of –way for State Road 777.

All lying and being in Sarasota County, Florida

Exhibit C

District Conceptual Plan

(Contained on Following Page)

POST ANNEXATION AGREEMENT AMENDMENT EXHIBIT C

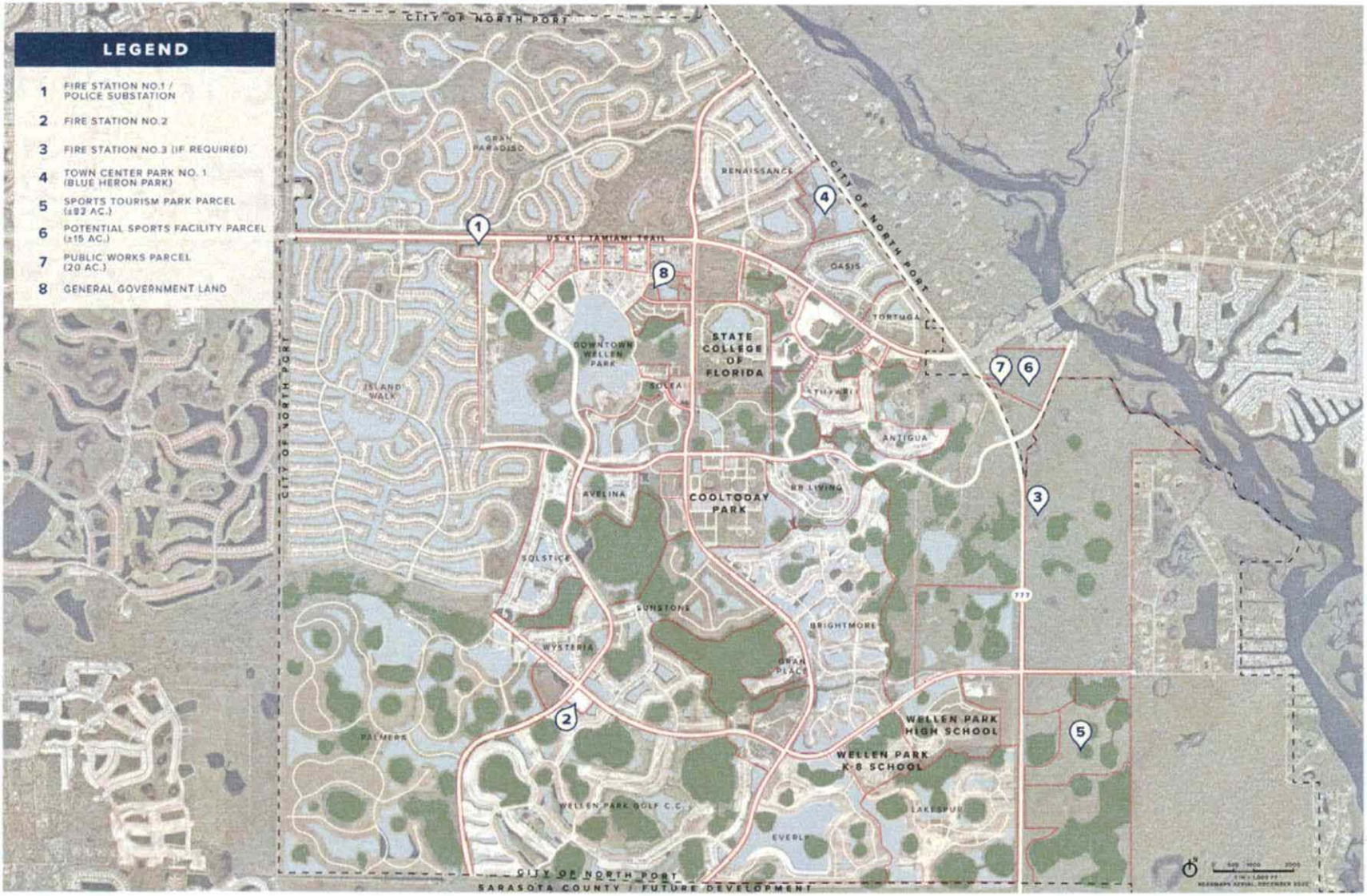


Exhibit D

Fire Study

WEST VILLAGES
FLORIDA



Fire Station Location Study

North Port, Florida

Emergency Services Consulting International
Providing Expertise and Guidance that Enhances Community Safety
25030 SW Parkway Avenue, Suite 330 Wilsonville, OR 97070

West Villages Developer Agreement (Post Annexation)

West Villages, LLLP

Senior Vice President

John Luczynski

North Port Fire Rescue

Fire Chief

Scott Titus

Deputy Fire Chief

Scott Lane

ESCI extends a special note of appreciation for the project team's extensive knowledge of the West Villages and North Port Fire Rescue operations and for their cooperation with ESCI during the engagement period of this project.

The Fire Station Location Study for the West Villages/North Port Fire Rescue completed by:

Stuart McCutcheon, Eastern Region Director

Executive Summary 4
Project Overview 7
Project Summary 7
Background 7
Fire Department Service Delivery and Performance 9
Fire Department Overview 9
Staffing 10
Capital Assets 16
Performance Analysis 18
Future System Demand Projections 41
Comparison of Current and Future Deployment Options 46
Response Standards and Targets 46
Comparison of Current and Future Capabilities 53
Summary 61
Results 64
Conclusion 67
Appendix A: Table of figures 68

EXECUTIVE SUMMARY

The purpose of this study was to conduct a fire station location study within the boundaries of the West Villages, a large Master Planned Community within the City of Northport, Florida. ESCI was contracted by the developer, West Villages, LLLP, to determine the future optimal location for North Port Fire Rescue Station 86, as well as future fire stations that may be required to serve the development at buildout. Through the course of this study, ESCI has reached the following recommendations:

Fire Station Locations within the West Villages Development Project

Construct a New Station 86

At the present time, one fire station would be sufficient to provide coverage to the West Villages Development based on current demand and level of development. ESCI recommends that this station should be sited on the property located at the southwest intersection of Highway 41 and Preto Boulevard. Based on information provided by the developer regarding the pace at which the West Villages project is developing, the design and construction of this facility should begin as soon as possible with a target completion date by the end of 2021. Existing Northport Fire Rescue units will be relocated to the new station along with currently co-located Sarasota County Fire Rescue units.

Future Station 87

The addition of a fire station to cover the southern half of the West Villages Development appears to increase overall fire rescue coverage within the development by up to 40% at build out. However, the need for this fire station may not occur for several years. Tracking the number of Certificates of Occupancy (COs) is an optimal method for determining an appropriate trigger point for the West Villages developer and North Port Fire Rescue to add an additional fire station.

As development proceeds along Manasota Beach Road and points south, and depending upon current market conditions, sales, and the ability of the developer to maintain a consistent pace of progress, once an additional 5,000 Certificates of Occupancy are issued, the next fire station (Station 87) should be at or near completion. Presently, it is estimated that approximately 1,000 COs will be issued annually within the southern half of the West Villages project as progresses. With this in mind, the design phases of an additional fire station located near the intersection of Manasota Beach Boulevard and Preto Boulevard should begin when 2,500 – 3,000 Certificates of Occupancy are issued for that area. This should provide the fire department with ample time to develop and construct a fire station and secure the appropriate additional personnel and equipment, while also providing the developer some safeguards against a market downturn.

West Villages Station Design and Apparatus

Due to the distance of the West Villages Development from other City of North Port fire stations, and the limited means of project access for these resources, ESCI recommends that at least the first of these fire stations are designed to house a ladder company, an engine company, two rescue companies and a battalion vehicle. This investment will ensure that as the West Villages Development grows, the fire department will have the ability to locate the appropriate number of apparatus and personnel to best serve the community.

Future Station 88

Buildout of the West Villages project will take several years to complete. The need for a third fire station located at River Road and the northwest corner of the 63-acre park site may not occur for a long period of time; possibly 20 years or more in the future. Similar to the construction of Station 87, if development is continuing at a predictable rate and the developer perceives that an additional 5,000 COs would be issued within the proposed first due response area of that location, the West Villages developer and the City of North Port should work together to ensure that adequate time is provided (2 to 2 ½ years) to design, construct, equip and staff an additional fire station. However, if development does not occur or the demand is not present to support the construction and permanent staffing of a third fire station within the West Villages Development, North Port should evaluate other areas within the North Port Fire Rescue District in which an additional fire station would be more impactful.

Future North Port Fire Rescue Stations

The review and analysis of North Port's performance indicates that there are most likely underserved areas that currently exist within other areas of the City. Although providing fire rescue coverage to future development is important to ensure that the growth of public safety resources keeps pace with development, it is equally important to ensure that currently populated areas also have access to resources. An in-depth analysis of the remainder of North Port Fire Rescue's performance and resource needs is outside the scope of this study; however, the consideration of when and where to locate permanent capital assets, as well as provide the recurring funding for staffing and other operational costs, should be evaluated holistically.

Summary

The construction and habitation of a new North Port Fire Station 86 should occur as soon as possible. The developer has agreed to fund this facility and North Port Fire Rescue staffing is currently present at the Sarasota County Fire Rescue Station 26. Should Sarasota County opt not to also relocate with North Port Fire Rescue or relocate personnel to an area outside of the effective response range for the West Villages, the department should strongly consider hiring additional staffing to service the West Villages Development, both for current and future delivery of services.

A second and third fire station are not currently required within the West Villages Development as the infrastructure and occupancies are not yet in place. However, as development begins in the southern and or eastern areas of the West Villages project and within North Port's fire district, the City should evaluate whether adding additional fire stations or personnel will provide the greatest benefit to the entire community. The developer has tentatively agreed to consider funding a second fire station location in approximately 5-7 years when the development reaches buildout in that area. At that point, North Port Fire Rescue could potentially staff that location with personnel from the new Station 86, hire additional staffing, or choose another option based on the conditions present at that time. Due to the relative remoteness of the West Villages Development project and a single point of access at Highway 41 for the balance of North Port's fire rescue resources, multiple units will be required within the West Villages Development to adequately respond to service demand.

A third fire station location was identified within this study; however, current projections place the need for this facility as far out as 20 years into the future. Additionally, the West Villages project will be simultaneously developing south of the North Port Fire Rescue District into areas of unincorporated Sarasota County and the Englewood Area Fire Control District. Due to the level of uncertainty about the conditions that will be present within the West Villages Development and the City of North Port 20 years in the future, ESCI recommends that land be allocated for a fire station at River Road and the northwest corner of the 63-acre park site. But, a third fire station is not required or desired at this time and is not currently needed to meet service demand. Additionally, the response from Sarasota County and the Englewood Area Fire Control District may also influence or impact the decisions made by North Port at the time a third station may become warranted.

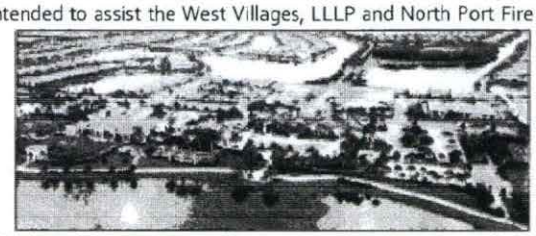
Finally, the North Port Fire Rescue District has a responsibility to provide services to all citizens within their District. ESCI recommends that a holistic system evaluation of service delivery capabilities and a gap analysis be conducted prior to committing capital expenditures, equipment, and resources to any location within the District.

PROJECT OVERVIEW

The developer, West Villages, LLLP, has proposed a large Master Planned Community known as the West Villages located along the southwestern boundary of the City of North Port, Florida. The developer has secured the services of Emergency Services Consulting International (ESCI), a professional fire rescue and EMS consulting firm, to determine the optimal location for North Port Fire Rescue Station 86, as well as future fire stations that may be required to mitigate the impact of the proposed development at buildout on the level of fire and EMS services provided locally within the West Villages and generally within the City of North Port.

Project Summary

The primary objective of the study is to provide an independent and comprehensive analysis, along with benchmark comparisons and recommendations, of the development's impact on fire and EMS services within the City of North Port. The study is intended to assist the West Villages, LLLP and North Port Fire Rescue in efforts to evaluate agency operations throughout the service area. When complete, the findings and recommendations of this study will be used as a planning resource to assist both the West Villages, LLLP and the City in strengthening emergency service delivery based on logical efficiencies and comparison to industry standards and best practices. This study represents a joint effort, which was funded by the West Villages, LLLP, to provide complete transparency between the West Villages, LLLP, the City of North Port, and ESCI; a cooperative effort which was maintained throughout this process.



Data utilized in this report was provided by the West Villages, North Port Fire Rescue, and the Sarasota County Public Safety Communications Center and represents the most current and accurate information available at the time of the study.

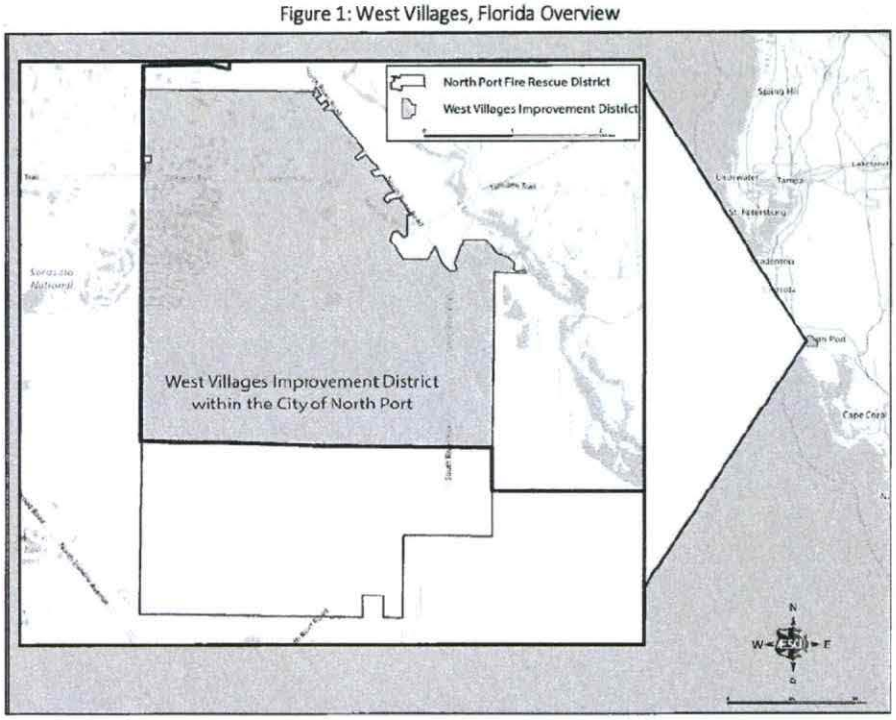
Background

During the initial planning phases of the West Villages project, the need for additional fire station locations was recognized mutually by both the developer of the West Villages project and the City of North Port. In July 2006, a General Principles (GP) Agreement was completed that identified the need for up to three fire stations within the development. However, neither a specific number of fire stations nor identified locations were decided upon at that time. The economic recession of 2008 halted much of the development of the West Villages. Because of this, some of the items in the original GA Agreement were placed on hold as the economy recovered.

Conditions have changed significantly since 2008, including the developer and fire department leadership, market conditions, and views on the delivery of public safety services. Since 2018, the developer of the West

Villages project and North Port Fire Rescue have worked to develop a post annexation agreement, reaffirming the need for fire rescue stations within the West Villages.

Figure 1: West Villages, Florida Overview



To ensure that any proposed future fire stations meet the needs of the development and the City and fit within the overall fire and EMS deployment methodology across the City of North Port, an agreement was reached to hire an outside consultant. This study, funded by the West Villages, provides the developer and the City with recommendations regarding both the number and location of fire stations needed to effectively provide services to the West Villages community.

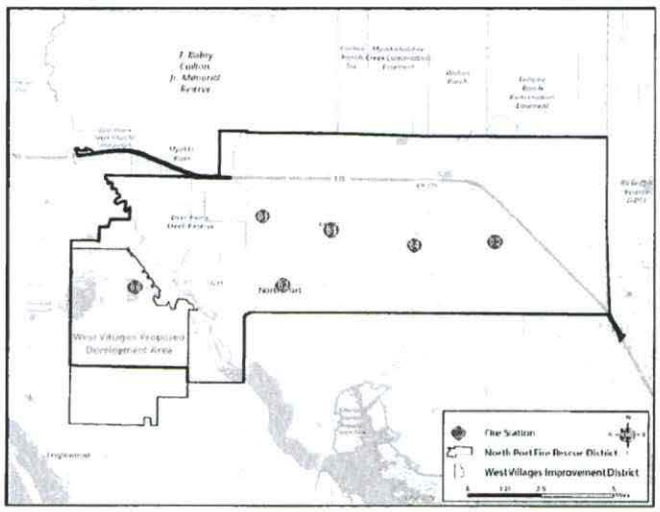
FIRE DEPARTMENT SERVICE DELIVERY AND PERFORMANCE

Fire Department Overview



North Port Fire Rescue is a full-service career fire department responsible for fire suppression, rescue, advanced life support emergency (ALS) medical services and other emergencies requiring emergency planning and mitigation throughout the City of North Port. The following figure is a map of the City of North Port showing the West Villages development and its relationship to each of the current North Port fire stations. The nearest fire station is Sarasota County Fire Department Station 26. The City of North Port co-locates fire department resources within this facility, which it refers to as Station 86. This station is located within the West Villages development (shown in green in the figure below) at 8020 South Tamiami Trail. Since both the location and building condition of the current station are not suited to the needs of the department, particularly as development progresses, the resources currently located at Station 86 will be moved to a new, yet to be determined, location. Relocation of Station 86 and siting of other potential fire stations to optimize future fire rescue and EMS service delivery is the objective of this study.

Figure 2: North Port Fire Rescue Service Area and Fire Stations



Projected Community Development

The West Villages development represents a significant change to the City of North Port. At buildout, this project may increase the population of the City up to 35,000 over the next 10 to 15 years. Concurrently, the City will continue to experience growth in other areas. Furthermore, the North Port Fire Rescue District covers an area larger than just the City of North Port. The current, estimated population of the District based on the boundary information provided is 75,081. The median age is 47.2 and the average household size is 2.5 per household. The median household income in the District is $55,683. Growth estimates for North Port (2019-2024) suggest an approximate 1.5% annual growth for the City, excluding the West Villages.



As the population and demographics change, the fire department will have to monitor how these movements of people affect the delivery of services. For example, older populations tend to have a higher demand for services than young or middle-aged populations. As the West Villages development is targeted for retired or near retired persons, this area may experience increases in demand over time as the community continues to age.

Staffing

Overview



North Port Fire Rescue delivers services to the community via three shifts, each working 24 hours followed by 48 hours off, and are deployed from six fire stations across the City of North Port. The daily shift staffing across the City consists of 37 firefighters with a total operational staffing of 105. Additionally, there are 17 administrative staff positions within the department managing the day-to-day operations of the organization, for a total of 128 positions within the department. Finally, through an interlocal agreement with Sarasota County, Station 86 also houses three firefighters from Sarasota County Fire Department, effectively increasing the operational staffing to 40 firefighters per day.

Fire department staffing is divided into two distinctly different groups. The first group is "Operations Staffing." Operations Staffing is comprised of emergency response personnel. The second group is "Administrative Staffing." Administrative Staffing provides the support needed by operational personnel to effectively respond to and mitigate emergencies.

Operations Staffing

Industry standards define staffing for fire department operations based on the fire dynamics of a modern structure fire, essential tasks that must be performed with first arriving apparatus at a fire to save lives and reduce property loss, and upon the need to transport patients to a hospital facility within the "Golden Hour," which is critical for stroke, cardiac, and trauma patients. For example, NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, provides the following recommendations for acceptable staffing assembly and response times to fire-related incidents:

Figure 3: Initial Alarm Assignment (NFPA 1710 Standard)

Initial Alarm Assignment, Residential Structure Fire Response				
Department Characteristics	**Demographic**	**Assembly Staffing**	**Response Time**	**Frequency of Time**
Career	With Aerial	15	8 minutes	90% of the time
Career	Without Aerial	14	8 minutes	90% of the time

Source: Assistance to Firefighter Grant Portal

- Currently, North Port Fire Rescue has an operational staff of 105 personnel divided into three shifts of 37 personnel per shift. Based upon the current number of apparatus and the staffing recommendations of NFPA 1710, the following figure shows the minimum daily staffing the City would need to maintain.

Figure 4: Actual Operational Staffing Needs

Estimated Number of Staff Required Per Shift		
Vehicle	**Minimum Staffing Needed**	**Total**
3 Engines/3 Ladder Trucks	4 per apparatus	24 seated positions
5 ALS ambulances	2 per vehicle	10 seated positions
1 Mobile Water Supply Tanker	2 per vehicle	2 seated positions
1 Battalion Chief	1 per vehicle	1 seated position
Total required NFPA 1710 Standard Staffing:		**37 seated positions**

The primary responsibility of a fire department is the delivery of fire and rescue services. Time is a critical factor when an emergency is reported and so is adequate staffing.

Critical tasks require personnel to work in teams of two or more, for safety reasons, and include but are not limited to:

- Scene safety
- Search and rescue
- Fire attack
- Exposure Protection
- Ventilation
- Rapid Intervention Crew
- Early defibrillation and CPR
- Trauma Interventions

Tasks that must be performed at a fire incident can be broken down into three priorities: life safety, incident stabilization, and property/environmental conservation. Life safety tasks involve search and rescue procedures for victims. Incident stabilization involves the delivery of sufficient water to control and extinguish the fire and to create a suitable working environment for firefighters to perform essential tasks. Property/Environment conservation involves ventilation, water run-off containment, and salvage and overhaul as needed. Incidents, such as motor vehicle accidents, EMS, and other rescues also involve a high degree of safety to extricate victims, perform medical evaluations, and administer critical care quickly and safely. Cardiac arrests outside of the hospital setting have less than a 10 percent chance of survival. If North Port Fire Rescue can provide advanced life support intervention of CPR and early automated external defibrillation (AED) within 4 minutes of the event, survival chances for patients will increase, without it, the chances decrease every minute by 7–10 percent.[1]

The 2020 Edition of NFPA 1710 specifies the number of firefighters assigned to a particular response apparatus, often characterized as a "minimum of four personnel per engine company."

ESCI notes that the more critical issue is the number of firefighters that are assembled at the scene of an incident in conjunction with the scope and magnitude of the job tasks expected of them, regardless of the type or number of vehicles upon which they arrive. Setting the staffing levels is a determination that is made at the community level based on risk, capability, and citizen expectations. There are not mandated requirements that fit all situations, although NFPA 1710 has objectives to meet regarding the number required for some typical scenarios.

---

[1] https://www.heart.org/-/media/files/about-us/policy-research/fact-sheets/out-of-hospital-cardiacarrest.pdf?la=en&hash=66774CD854D032774F5337934712865D5B1CE3DC

Some terms are used nearly interchangeably, such as the assembly of firefighters on an incident, which may be called the "Initial Full Alarm Assignment," or an "Effective Firefighting Force" (EFF), or "Effective Response Force" (ERF). ESCI has identified the NFPA 1710 staffing levels for this effective response force for three different scenarios in the following discussion to provide the reader with an idea of service level demand.[2]

The following figure describes an initial full alarm assignment for a single-family 2,000 square foot 2-story residential structure fire without a basement and with no exposures.

Figure 5: Initial Full Alarm Assignment for Residential Structure Fire

Initial Full Alarm Assignment—2,000 SF Residential Structure Fire	
Incident Commander	1
Water Supply Operator	1
2 Application Hose Lines	4
1 Support member per line	2
Victim Search and Rescue Team	2
Ground Ladder Deployment	2
Aerial Device Operator	1
Incident Rapid Intervention Crew (2FF)	2
Total	**15**

Assuming that North Port maintains the minimum daily staffing requirement of 37 seated positions, it can be anticipated that a single-family residential structure fire will require the efforts of almost half of the on-duty North Port Fire Rescue firefighters. This leaves 22 firefighters to handle simultaneous emergency calls that may occur elsewhere in the City.

The following figure describes an initial full alarm assignment for an open-air strip type shopping center fire.

[2] *NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (National Fire Protection Association 2016 ed.) Article 5.2.4 Deployment.*

Figure 6: Initial Full Alarm Assignment for Strip Shopping Center

Initial Full Alarm Assignment Open Air Strip Shopping Center (13,000 SF to 196,000 SF)	
Incident Commander	1
Water Supply Operators	2
3 Application Hose Lines	6
1 Support member per line	3
Victim Search and Rescue team	4
Ground Ladder Deployment	4
Aerial Device Operator	1
Rapid Intervention Crew (4FF)	4
EMS Care	2
Total	**27**

The ERF for an open-air strip shopping center is 27 firefighters. If there are 37 firefighters on duty in the City, the ERF for a strip mall fire can be accomplished with on duty North Port Fire Rescue personnel, but this leaves only 10 firefighters available to respond to additional calls in the City.

Battalion Chiefs

The City of North Port's operations personnel are managed by three Battalion Chiefs who are responsible for coordinating, maintaining, and planning day-to-day operations. Most importantly, the Battalion Chiefs are responsible for incident command and safety at emergency incidents. Additional station growth will require adding another battalion to reduce the travel time for emergency incidents and other day-to-day operations. The National Incident Management System (NIMS)/Incident Command System (ICS) states the span of control for any officer is 5–7, with 5 the optimum number of direct reports.

Administrative and Support Staffing

North Port Fire Rescue administration is responsible for ensuring the operational segment of the department has the ability and means to respond to and mitigate emergencies in a safe and efficient manner. An effective balance of administration and support services compared to operational resources is critical to the success of a response agency.

Although some administrative positions are also tasked with operational duties, insufficient staffing of the administrative and support functions creates situations where important organizational activities are delayed or completely missed. When administrative members are engaged in operational duties, administrative duties are placed on hold during the emergency.

The following figure reviews the administration and support organizational structure of North Port Fire Rescue.

Figure 7: North Port Fire Rescue Administrative and Support Staffing

Position Title	Number of Positions	Hours Worked Per Week	Work Schedule
Administrative or Support	Individuals who provide services mainly intended to manage, plan, or support the activities the agency and its programs.		
Fire Chief	1	40	M–F
Deputy Chief of Operations	1	40	M–F
Division Chief of EMS	1	40	M–F
Division Chief of Administrative Services/Emergency Management	1	40	M–F
Captain – EMS Training	1	40	M–F
OI Officer	1	40	M–F
Fire Marshal	1	40	M–F
Captain – Training	1	40	M–F
Logistics Officer	1	40	M–F
Executive Assistant	1	40	M–F
Business Services Coordinator	1	40	M–F
Building Technician III	1	40	M–F
Desktop Services Administrator	1	40	M–F
Fire Inspector and Plans Examiners	4	40	M–F

ESCI recommends a general target for administrative and support staff to operational staff to be between 12–15 percent. North Port Fire Rescue has a current ratio of 16.2 percent. As the expansion of the organization occurs within the West Villages, this ratio is expected to decrease approximately one percent for each new fire station.

Capital Assets

Station 81: 4980 City Center Boulevard, North Port, FL 34286

Daily Staffing: 1 Lieutenant, 6 Firefighters

Apparatus

- **Engine 81 – 2009 Pierce Arrow XT Rescue Pumper**
  - **1,250 gallon per minute (gpm) pump**
  - **1,000-gallon water tank**
- **Tanker 81 – 2005 Kenworth Tender**
  - **1,250 gallon per minute (gpm) pump**
  - **3,000-gallon water tank**
- **Rescue 81 – 2009 GMC MedTec**
  - **Advanced Cardiac Life Support (ALS) Unit**



Station 82: 5650 North Port Boulevard, North Port, FL 34287

Daily Staffing: 1 Lieutenant, 5 Firefighters

Apparatus

- **Truck 82 – 2018 Pierce Velocity 75' Aerial**
  - **1,750 gallon per minute (gpm) pump**
  - **500-gallon water tank**
  - **Advanced Life Support (ALS) Unit**
- **Rescue 82 – 2016 Road Rescue Frontline**
  - **Advanced Cardiac Life Support (ALS) Unit**



Station 83: 3601 E. Price Boulevard, North Port, FL 34288

Daily Staffing: 1 Lieutenant, 3 Firefighters

Apparatus

- **Engine 83 – 2015 Pierce Impel**
  - **1,250 gallon per minute (gpm) pump**
  - **1,000-gallon water tank**



Station 84: 1350 Citizens Parkway, North Port, FL 34288

Daily Staffing: 1 Battalion Chief, 1 Lieutenant, 5 Firefighters

Apparatus

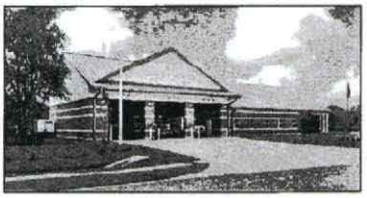


- Truck 84 – 2016 Pierce Velocity 75' Aerial
  - 1,750 gpm pump
  - 500-gallon water tank
  - Technical Rescue Team (TRT) Unit
- Rescue 84 – 2016 Road Rescue Frontline
  - Advanced Cardiac Life Support (ALS) Unit
- RAV 84 – 2003 Ford F550
  - Rapid Attack Vehicle (RAV)
  - 250 (gpm) pump
  - 250-gallon water tank
  - Class III Hitch for towing TRT Trailer
- Battalion 8 – 2015 Chevy Tahoe
  - Incident Command Vehicle

Station 85: 1308 N. Biscayne Drive, North Port, FL 34291

Daily Staffing: 1 Lieutenant, 5 Firefighters

Apparatus



- Engine 85 – 2016 Pierce Impel
  - 1,250 gallon per minute (gpm) pump
  - 1,000-gallon water tank
- Rescue 851 – 2009 GMC MedTec
  - Advanced Cardiac Life Support (ALS) Unit

Station 86 / Sarasota County Station 26: 8020 S. Tamiami Trail, Venice, FL 34293

Daily Staffing: 1 Lieutenant, 4 Firefighters

Apparatus



- Truck 86 – 2006 E-One Cyclone
  - Advanced Life Support (ALS) Unit
- Rescue 86 – 2019 Road Rescue
  - Advanced Cardiac Life Support (ALS) Unit

Performance Analysis

The performance of North Port Fire Rescue was evaluated over a three-year period from July 1, 2016 through June 30, 2019. The purpose for conducting a performance analysis is to benchmark the fire department against internal goals, analyze patterns of performance, and provide insights into how future development within the West Villages would affect service delivery.

North Port Fire Rescue has adopted internal performance goals and conducts monthly and quarterly performance reviews to benchmark against. Although the fire department has adopted nine performance goals, those relevant to this study include:

- An average response time of six-minutes for emergency medical responses
- An average response time of seven-minutes for fire responses

This section will review North Port's performance based on NFPA 1710 and ISO criteria, as well as internally adopted performance goals. As each performance metric is examined, it is important to understand that decisions should not be based solely on any individual finding, but instead on the overall conclusions supported by the data.

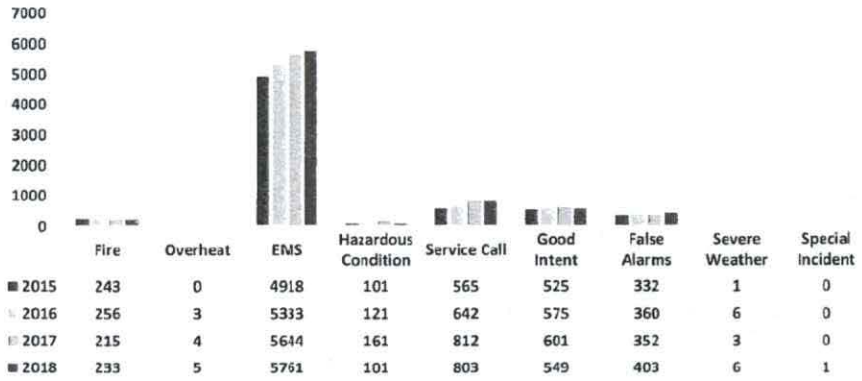


Service Demand

The ways in which demand for service occur often follow predictable patterns over time. To identify those patterns occurring in the City of North Port, an analysis of current service demand by incident type and temporal variation using data obtained from the Sarasota County Public Safety Communications Center and North Port Fire Rescue was obtained. Incident types were selected based on the classification system established by the National Fire Incident Reporting System (NFIRS) and by the data's temporal variation examined by month, day and by hour.

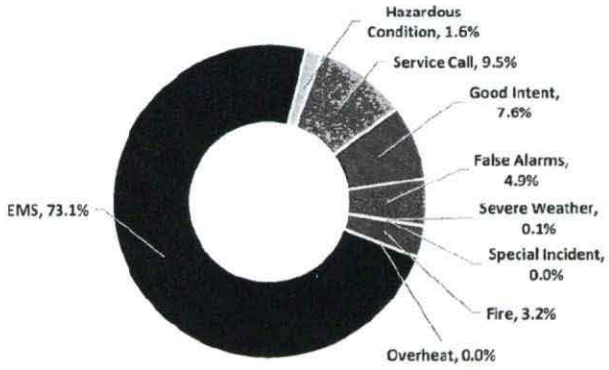
In the figure below, incidents were categorized by type to provide a global comparison of the nature of service demand for North Port's service area. This data represents demand for service from January 1, 2015 through December 31, 2018.

Figure 8: Service Demand by Incident Type: 2015-2018



	Fire	Overheat	EMS	Hazardous Condition	Service Call	Good Intent	False Alarms	Severe Weather	Special Incident
2015	243	0	4918	101	565	525	332	1	0
2016	256	3	5333	121	642	575	360	6	0
2017	215	4	5644	161	812	601	352	3	0
2018	233	5	5761	101	803	549	403	6	1

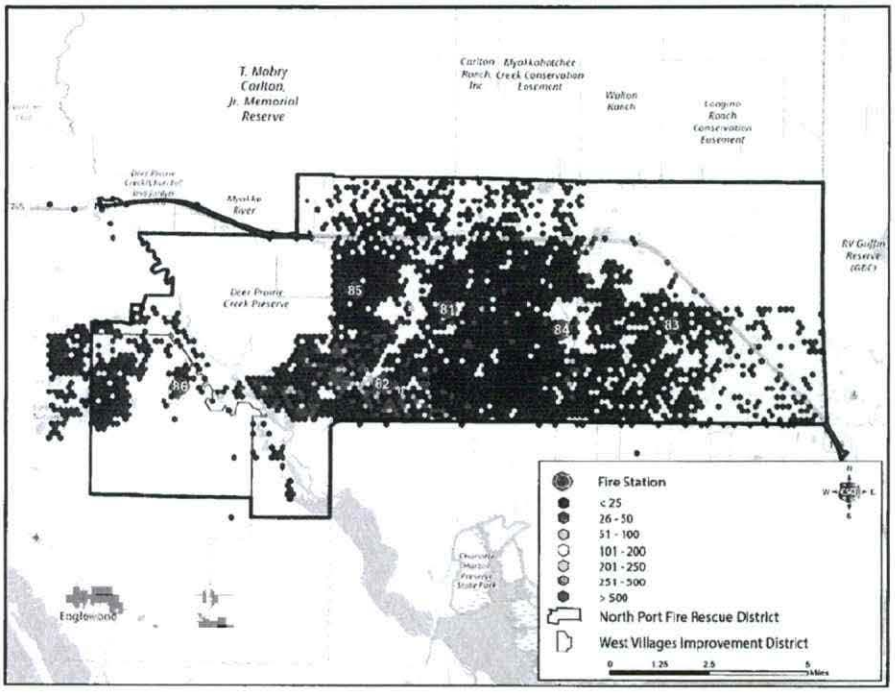
Figure 9: Service Demand by Frequency: 2015-2018



As illustrated in Figure 10 and Figure 11, the majority of service demand is EMS related at 73.1% of total calls for service, followed by service calls at 9.5% and good intent/cancelled enroute responses at 7.6%. Fires represented 3.2% of the total call volume. At less than 5% of the total call volume, the rate of false alarms is relatively low based on ESCI's experience and suggests that North Port has a strong fire prevention program.

Next, service demand by location and frequency of incidents is displayed. Using GIS software, the District was subdivided into 10-acre hexagons and a count of incidents located within each respective polygon was calculated. The results are displayed in Figure 12.

Figure 10: Response Patterns by Incident Count: 7/1/2016 – 6/30/2019



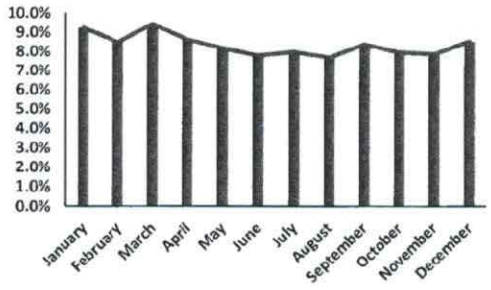
The vast majority of incidents across North Port occur at a rate of <25 calls per 10-acre hexagon; however, a few outliers exist, particularly around Station 82. In this vicinity, numerous hexagons experience counts of 51-100 incidents, with some experiercing counts of 100-200, 201-250, 251-500, and >500 incidents. North Port Fire Rescue should consider further investigation into these areas to determine if community risk reduction efforts could potentially reduce service demand in these high frequency locations.

Temporal Variation

In addition to understanding the types and frequency of service demand, an understanding of when these events occur is critical to the understanding of when system demand will most likely be at its greatest. Knowing when high demand periods occur will assist North Port in determining whether staffing levels are sufficient for the demand and also in scheduling additional duties such as training, fire safety inspections and vehicle maintenance.

The figure below shows the temporal variation in service demand by month. Each month is represented by the percentage of incidents occurring in that month, as compared to the total number of incidents that occurred from July 1, 2016 through June 30, 2019.

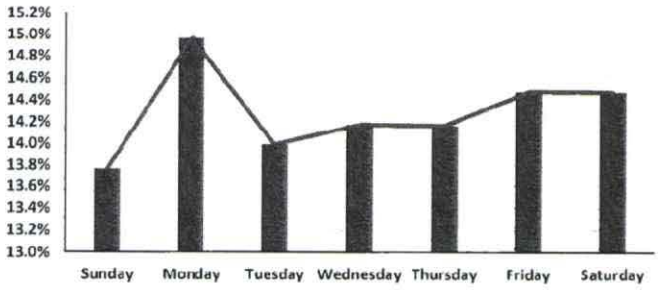
Figure 11: Service Demand by Month of the Year: July 1, 2016 through June 30, 2019



When demand is analyzed by month of year, a pattern common in Florida is present. Demand tends to increase in December, then decline through March and April with the summers having the lowest levels of demand. In most areas, this can be attributed to tourism and transient populations moving in and out of the area.

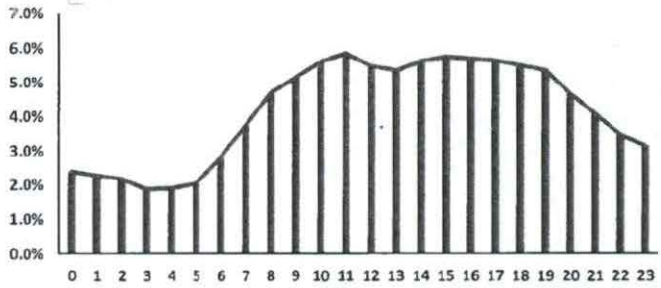
When demand by day-of-week is examined in Figure 14, Mondays stand out as the day when most incidents occurred. Mid-week demand drops off on Tuesdays, then gradually climbs to the next highest levels on Fridays and Saturdays. Sundays experience the lowest levels of demand.

Figure 12: Service Demand by Day of the Week: July 1, 2016 through June 30, 2019



Finally, demand by the hour-of-day is discussed.

Figure 13: Service Demand by Hour of Day: July 1, 2016 through June 30, 2019



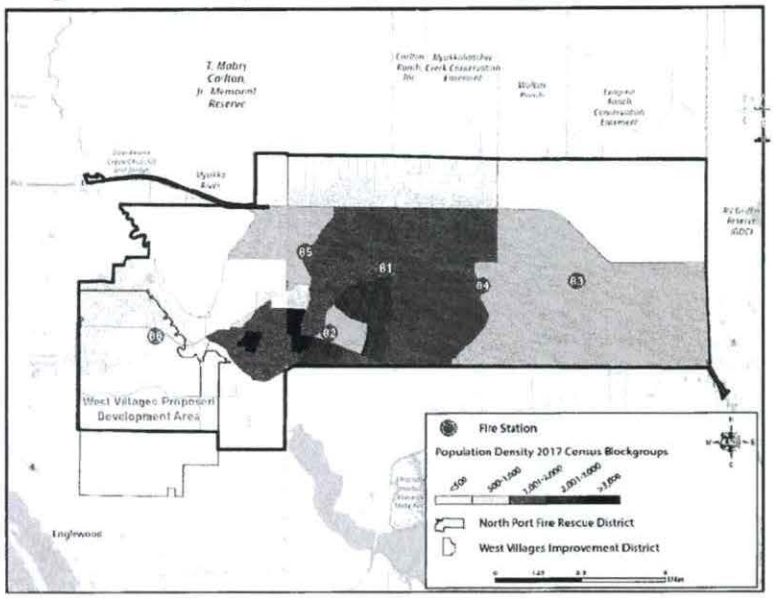
When service demand by hour-of-the-day is analyzed, a common pattern emerges as activity increases during the periods of the day in which people are most active. This pattern is common in most areas across the country and reflects the correlation between people and demand for services. When the greatest levels of demand occur is an important consideration should North Port consider the use of peak demand units or upstaffing during certain times of the day or year to ensure an adequate number of units are available across the City to respond to service demand.

Population Density and Geographical Demand

A major contributing factor to the levels of service demand experienced by a fire department is the population density of the areas served within its jurisdiction. The City of North Port is an urban municipality, with a large percentage of its developed areas exceeding population densities of 3,000 people per square mile. However, future expansion for the City into new areas is somewhat limited. The City of North Port is bordered by the Myakka River State Park to the north, the RV Griffin Reserve to its northwest, and bifurcated by the Myakka State Forest which continues to form the City's southwestern border, as well as abutting developed areas of Sarasota County and the cities of Englewood and Port Charlotte. At buildout, the West Villages project will represent a significant proportion of North Port's population and will likely shift the majority of service demand from traditional areas in the center of the City towards its western boundary.

As the proposed development will have a population density of approximately 2,000 people per square mile, it would comparable to current residential and commercial areas of North Port. The figure below displays population density by U.S. Census blockgroup, the smallest unit of division in which population estimates are provided annually that is used by the census bureau. Although this data is from the 2017 American Community Survey estimates, it provides the greatest level of detail for population density patterns for the City of North Port. Detailed census block information is updated every ten years following the completion of the U.S. Census survey. Due to the size of blockgroups, the detail of the results can be limited as blockgroups may encompass both highly populated and unpopulated areas within that division.

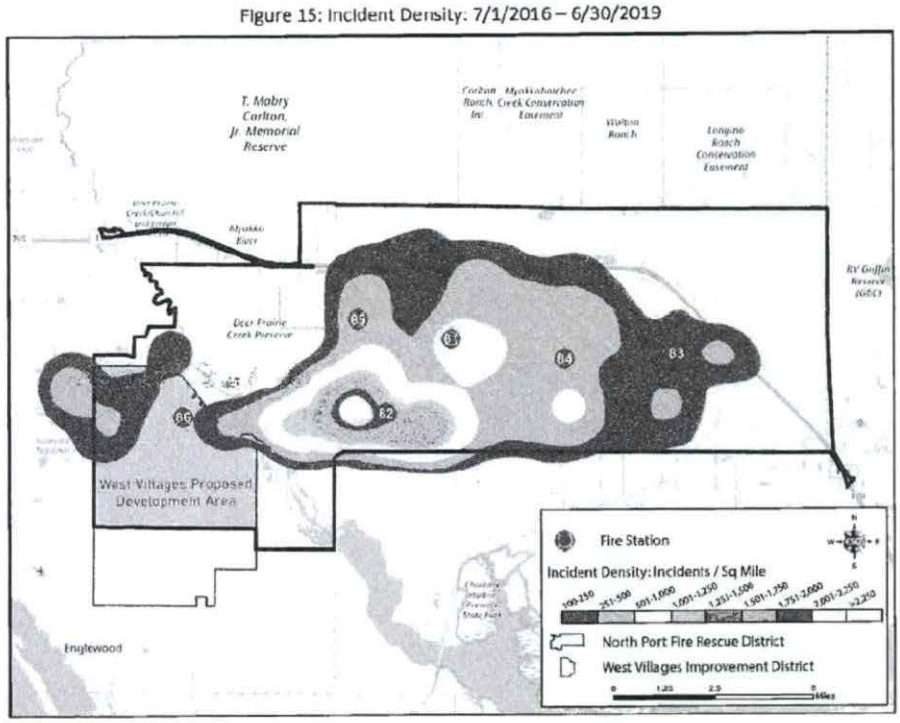
Figure 14: North Port Population Density by Census Blockgroups; 2017 U.S. Census



Based upon the patterns of population density within the North Port service area, assumptions about where demand for services will be greatest. In North Port, the areas with the highest concentration of population density are located around fire station 82 in the center of the City.

The next figure provides an analysis of incident density using three years of fire rescue response data from July 1, 2016 through June 30, 2019. This analysis, commonly referred to as a Hot Spot Mapping, calculates areas of greatest demand based on the density of incidents within an area. This analysis does not indicate how many calls actually occurred within each ring, but instead provides a way to compare each area to one another. In this analysis, each ring is calculated to display incidents per square mile and provides a range of how densely located calls for service were to each other.

Figure 15: Incident Density: 7/1/2016 – 6/30/2019



Within the City of North Port, the densest concentration of demand occurs to the west of Station 82 and radiates outward, generally along Highway 41. This pattern is consistent with the densest concentrations of population illustrated in the population density figure. Moving forward, the City of North Port should anticipate that areas of dense populations will most likely generate greater levels of demand within that area of concentration. The lack of colored banding across other areas of the City does not indicate that no demand for fire rescue services occurred, but instead suggests that the locations of service demand were less densely clustered.

As people begin to move into the West Villages area, North Port should expect that the patterns of service demand will shift as well. Due to the location of the development on the west side of the Myakka River, North Port Fire Rescue's ability to assemble enough resources to effectively respond to a myriad of incidents is limited, particularly given that the Highway 41 bridge is the only access point for all North Port Fire Rescue resources should Station 86 require additional personnel or be unavailable to respond.

Distribution Analysis

To determine the potential impact that the West Villages development will have on North Port's ability to provide fire rescue services within the West Villages and throughout the City, the current performance of the department must first be evaluated. Using fire service industry standards to include Insurance Services Office (ISO) criteria and National Fire Protection Association (NFPA) standards, North Port Fire Rescue's deployment model and performance were evaluated.

In the first section, NFPA criteria specific to fire department performance were applied and North Port's performance evaluated.

NFPA 1710 Criteria

The National Fire Protection Association (NFPA) is an industry trade association that develops and provides standards and codes for fire department and emergency medical services for use by local governments. One of these standards, NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, serves as a national consensus standard for career fire department performance, operations and safety. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency calls within their jurisdiction with the first arriving unit.

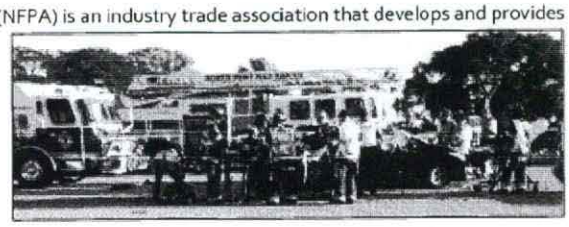
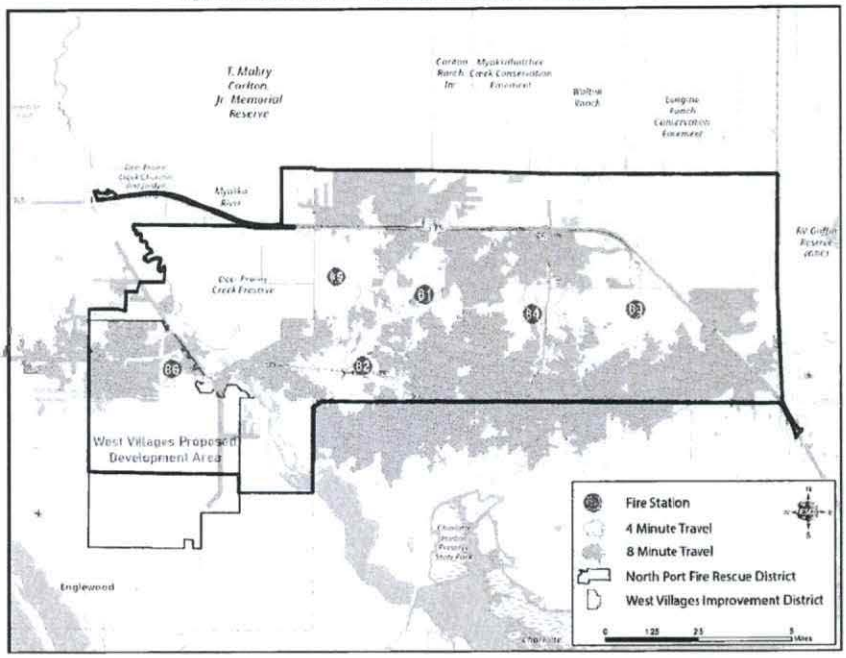


Figure 16: NFPA 1710 4 Minute Travel and 8-Minute Travel



Using GIS software and historical traffic patterns for North Port's road network, a predicted four and eight-minute travel area from each of North Port's fire stations was developed and illustrated in the figure above. While several factors can influence travel time, such as traffic, signalized intersections, actual speed and route chosen, this analysis provides a synopsis of the distance units could potentially travel away from their respective station within 4 minutes.

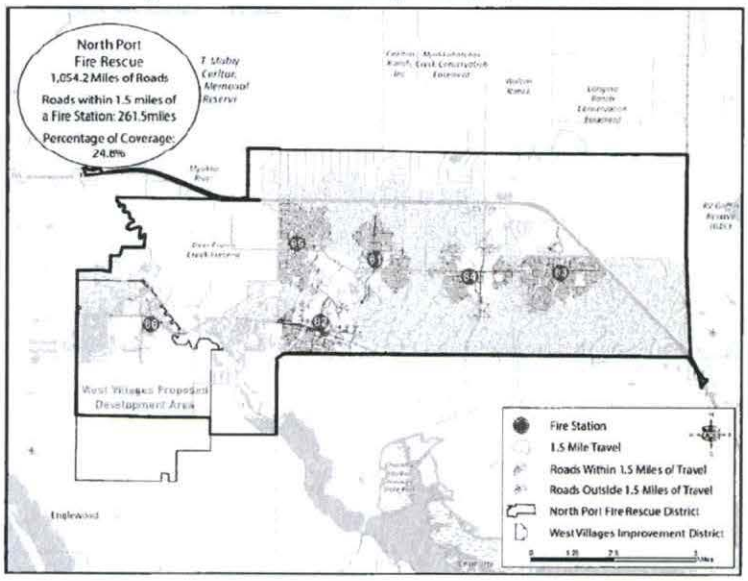
As illustrated above, portions the northern half of the West Villages lie within the predicted 4-minute travel time for Station 86, with most of this area falling within a travel time greater than four minutes, but less than eight. As a complete road network does not presently exist within the undeveloped southern half of the West Villages, travel estimations based on current conditions are not possible. An additional consideration for the City of North Port is the distance between each current fire station. As the majority of the City lies within areas of green (eight-minute travel) with little to no overlap of yellow (four-minute travel) North Port Fire Rescue's ability to assemble enough firefighters on the scene to safely and effectively mitigate a moderate risk hazard, such as a working residential structure fire, is limited.

ISO Criteria

The Insurance Services Office (ISO) is a New Jersey-based advisory organization that provides insurance carriers with a classification rating of a local community's fire protection. The Property Protection Class (PPC®) score or rating classifies communities based upon an overall scale of 1 (best protection) to 10 (no protection) and assesses all areas related to fire protection. These areas are broken into four major categories which include: emergency dispatch and communications (10 percent of the rating), water supply system and distribution capabilities (40 percent), the fire department (50 percent), and Community Risk Reduction efforts (an additional 5.5 percent credit is available above 100 percent).

A key area of credit towards a jurisdictions PPC® score is the degree to which structures protected by the fire department fall within a 1.5 road mile service area of a fire station. This 1.5 road-mile standard is used to estimate a four-minute travel time for first responding units as required by NFPA 1710. In the figure below, an analysis was completed for current fire stations, including Fire Station 86 which would be closest to the proposed development, with areas in yellow indicating those structures within a 1.5-mile drive.

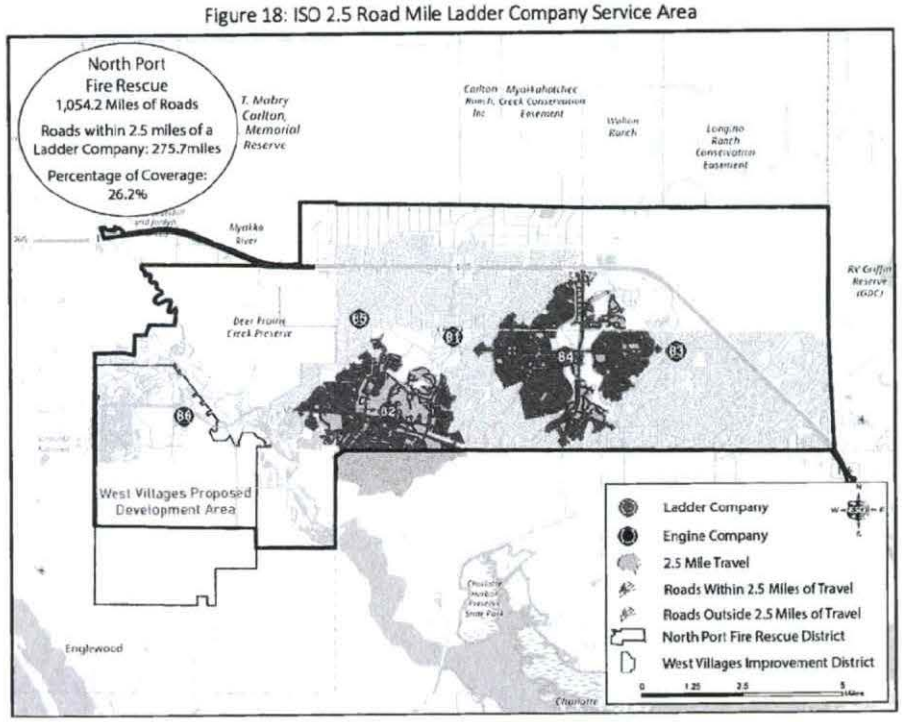
Figure 17: ISO 1.5 Road Mile Engine Company Service Area



When the ISO engine company criteria is applied to North Port, the fire department has the ability to cover approximately 25% of the road base within its service area. This suggests that currently developed areas of the City may require additional fire stations to effectively protect structures within North Port. Additional considerations for North Port are the areas several miles from the nearest fire station, particularly in the

southern and eastern areas of the City. Next, North Port's performance against ISO ladder company criteria was evaluated.

Figure 18: ISO 2.5 Road Mile Ladder Company Service Area



The 2.5 road-mile travel distance for ladder companies is used by ISO to estimate an eight-minute travel time in urban and suburban areas by ladder companies. Typically, ladder companies are only deployed during working fires and are often needed to provide the balance of the effective response force required by NFPA 1710 within an 8-minute travel time. With ladder companies deployed from stations 82 and 84, North Port Fire Rescue can provide coverage to 26.2% of its jurisdiction within ISO criteria for ladder company deployment.



Concentration Analysis

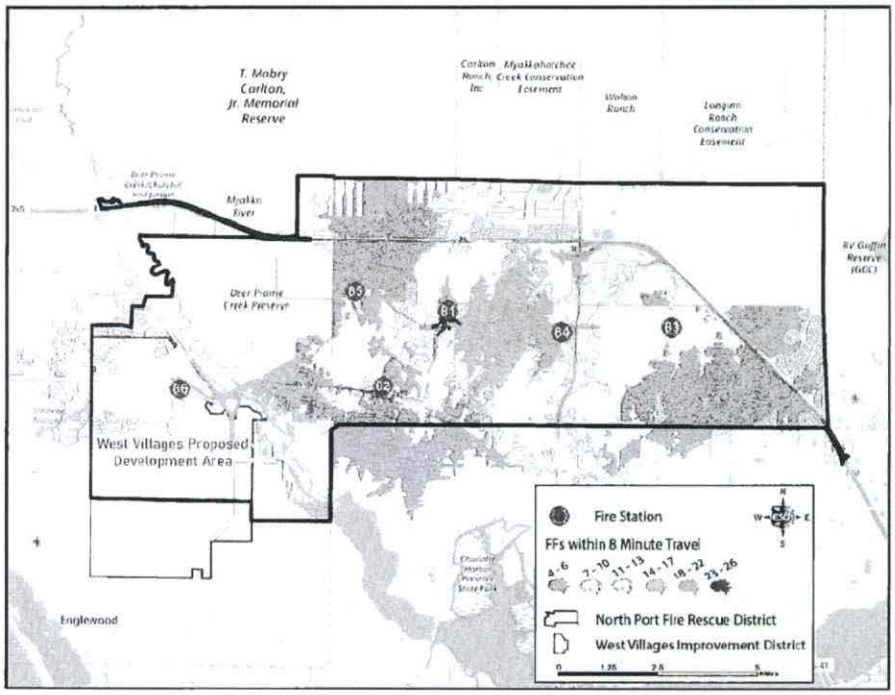
While the majority of responses within the District are EMS in nature and are typically handled by one to two units, some incidents require large numbers of resources and personnel to safely and effectively mitigate the emergency condition and reduce loss. The ability of North Port Fire Rescue to effectively deploy multiple units to an incident scene within a timely manner will often make the difference between minor damage and a total loss.

NFPA 1710 requires that the for moderate risk incidents or greater, such as a fire in a 2,000 square foot residential dwelling, the balance of needed resources arrive at the scene within an 8-minute travel time. To achieve this, the concentration of North Port's resources was evaluated to determine how the spacing of multiple resources (the response apparatus within their respective fire stations) are arranged so that an initial Effective Response Force (ERF) can arrive on scene within the time frames outlined in the on-scene performance expectations. An effective response force is defined as "the minimum amount of staffing and equipment that must reach a specific emergency zone location within a maximum prescribed total response time and is capable of initial fire suppression, EMS, and/or mitigation. The ERF is the result of the critical tasking analysis conducted as part of a community risk assessment."



To determine North Port's ability to assemble an effective response force, GIS software was used to overlay North Port's daily minimum staffing at each station within 8-minutes travel areas, then add the totals. The results are shown in Figure 21. In this model, Sarasota County Fire Department staffing was included in the totals as this is the way the system currently operates. If this arrangement should change in the future, North Port's staffing levels in the West Villages would be decreased by three personnel.

Figure 19: Effective Response Force

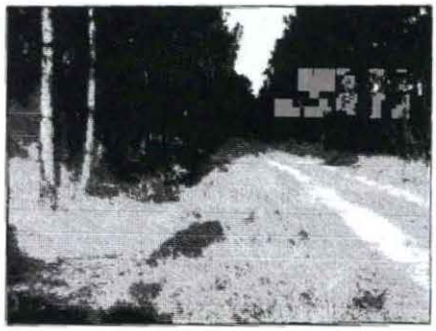


Outside of the central core of the City, North Port struggles to assemble enough firefighters to safely and effectively mitigate moderate level risks, such as a working residential fire. Additionally, should a commercial structure fire occur, North Port lacks the concentration of resources to place the minimum number of firefighters on scene within an 8-minute travel time (indicated by dark blue just below Station 81). Finally, should an incident occur on Highway 41 at the bridge crossing the Myakka River, Station 86 and the West Villages would be cut off from additional resources with North Port and would be dependent upon assistance from Sarasota County Fire Department and the Englewood Area Fire Control District.

Performance Analysis

In analyzing response performance, response times from the time that a call was received by the emergency communications center until the first apparatus arrived on the scene of the emergency are examined. Following industry standards, 90th percentile results are produced from the response data for these incidents. The use of percentile measurements for all components of the total response time performance follow the recommendations of the National Fire Protection Association (NFPA 1710) standard.

Performance at the 90th Percentile

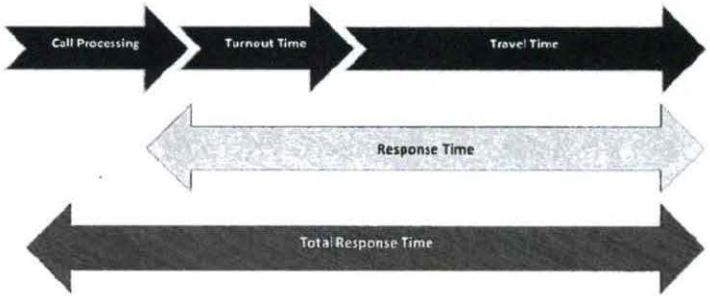


Fire department leaders and policy makers often use average response performance measures, since the term is commonly used and widely understood. The most important reason for not using the "average" for performance standards is that it may not accurately reflect the performance for the entire data set and may be skewed by data outliers. One extremely good or bad value can skew the "average" for the entire data set. Percentile or fractile measurements are a better measure of performance since they show that the majority of the data set has achieved a particular level of performance. The 90th percentile means that 10 percent of the values are greater than the value stated, and all other data is at or below this level. This can be compared to the desired performance objective to determine the degree of success in achieving the goal.

The total response time for the City of North Port is comprised of several components to achieve the overall response time, or how much time will elapse between a caller dialing 911 until the first unit arrives on scene 90 percent of the time or better. Response time components are described as follows:

- **Call Processing Time**: The amount of time between when a dispatcher answers the 911 call and resources are dispatched.
- **Turnout Time**: The time interval between when units are notified of the incident and when the apparatus are enroute.
- **Travel Time**: The amount of time the responding unit spends traveling to the incident.
- **Total Response Time**: Total Response Time equals the combination of "Call Processing Time," "Turnout Time," and "Travel Time."

Figure 20: Response Time Continuum



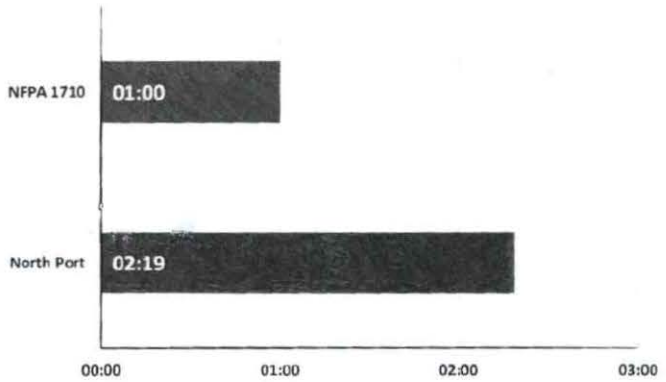
Tracking the individual components of response time enables jurisdictions to identify deficiencies and areas for improvement. Both the NFPA 1710 standard, CPSE/CFAI Standards of Cover, 6th Edition, and ISO recommend that fire jurisdictions monitor and report the components of total response time listed above. In addition, knowledge of current performance of the response time components is an essential element of developing response goals and standards that are relevant and achievable. Fire service best practice documents recommend that fire jurisdictions monitor and report the components of total response time.[3]

Call Processing

Call Processing begins for the fire department from the time that the call is received by the emergency communications center until the appropriate unit is dispatched. The NFPA standard for alarm handling and call processing is derived from NFPA 1221: *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems* and provides for communication centers to have alarm handling time of not more than 15 seconds, 90 percent of the time and not more than 20 seconds, 95 percent of the time. Additionally, NFPA 1221 requires the processing of the call to occur within 64 seconds, 90 percent of the time for high-priority incidents. Similarly, NFPA 1710 requires the call processing time to be 60 seconds or less, 90 percent of the time, as does ISO.

[3] *NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, Center for Public Safety Excellence Community Risk Assessment: Standards of Cover, 6th Edition.*

Figure 21: Call Processing at the 90th Percentile: 7/1/2016 - 6/30/2019



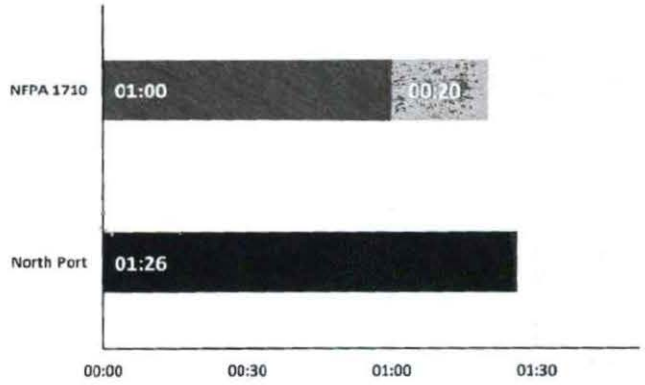
North Port Fire Rescue is dispatched by the Sarasota County Public Safety Communications Center (SCPSCC). While this performance is outside of the control of the fire department, leadership should track this metric as it affects to total response time and can affect citizen perception of the organization. At 2 minutes 19 seconds, SCPSCC's performance is nearly 2 ½ times the 60 second requirement found within NFPA 1710.

Turnout Time

The ability to quickly react to the notice of alarm and begin responding to an incident is the first component that is under the direct control of the fire department personnel. Turnout is the time it takes personnel to receive the dispatch information, move to the appropriate apparatus, and proceed to the incident. NFPA 1710 specifies that turnout time performance should be less than 60 seconds (01:00), measured at the 90th percentile for incidents other than fire and special operations.[4] For those incidents, turnout time performance should be 1 minute, 20 seconds (1:20).

[4] *NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.*

Figure 22: Turnout Time at the 90th Percentile: 7/1/2016 - 6/30/2019

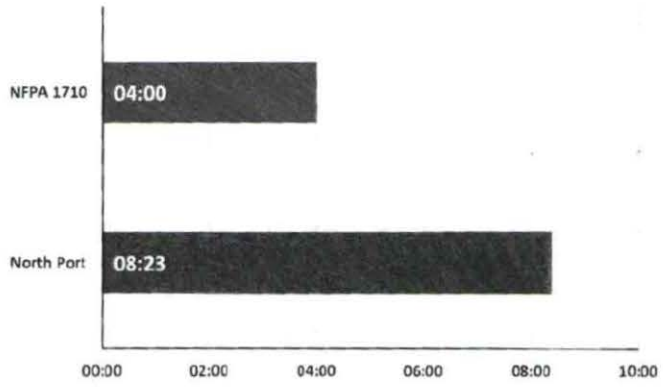


North Port's overall turnout time, while slightly higher than NFPA 1710 requirements, is a strong performance. North Port should continue to track and monitor turnout time performance to ensure crews are responding in a timely manner following that notification of an incident.

Travel Time

Travel time measures the time from when a unit goes enroute until they arrive on scene. NFPA 1710 requires that first due units maintain a travel time of 240 seconds or less for the first due unit 90% of the time.

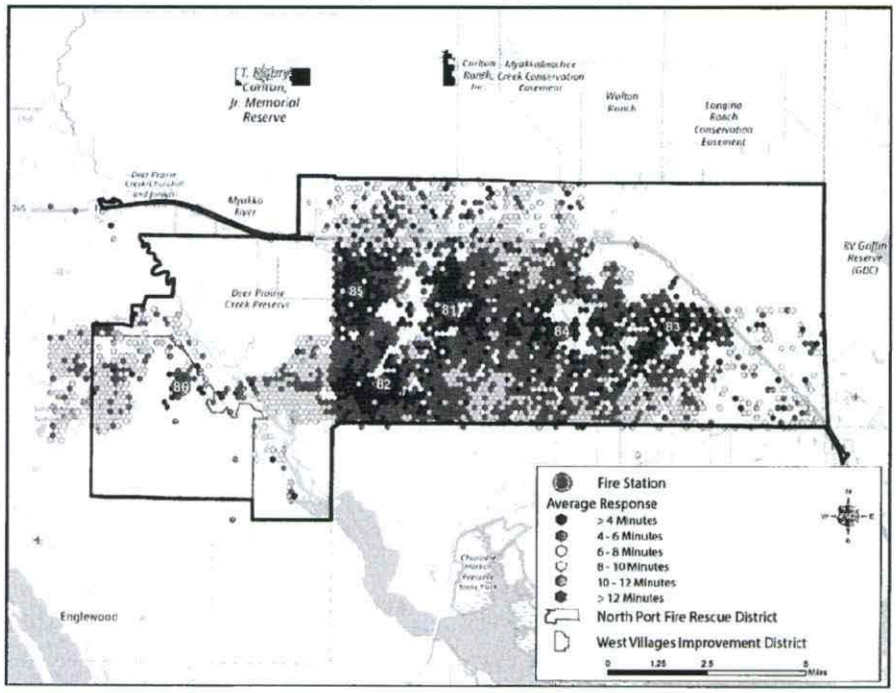
Figure 23: Travel Time at the 90th Percentile: 7/1/2016 - 6/30/2019



At over double the industry standard, North Port's travel performance is indicative of an organization in need of an evaluation of their service delivery capabilities. When travel times begin to exceed industry standards, it is most commonly related to one of two issues: 1) insufficient staffing and number of in-service units or 2) fire stations are not located in areas where demand occurs, and new stations must be added to the system. An in-depth analysis is outside of the scope of this project, however, ESCI recommends that North Port Fire Rescue examine the cause of excessive travel times to determine the optimal way to address this issue.

Figure 26 provides an illustration of North Port's travel time performance. Using GIS software, the District was divided into 10-acre hexagons and the average travel time of incidents occurring within each hexagon was calculated.

Figure 24: Average Travel Time: 7/1/2016 - 6/30/2019

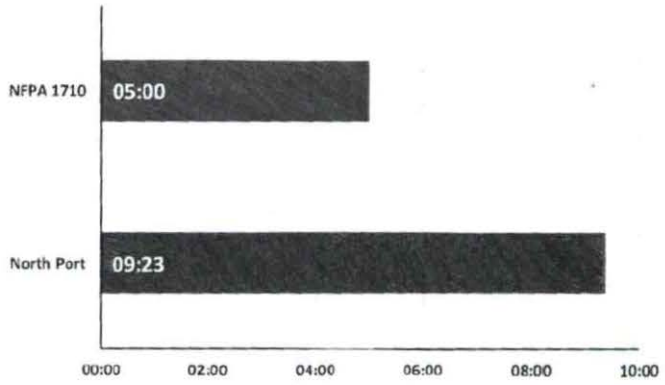


By examining travel performance geographically, it is clear that underserved areas are present within the City, particularly along the southern border, north of Interstate 75, and west of Grobe Street to include the West Villages.

Response Time

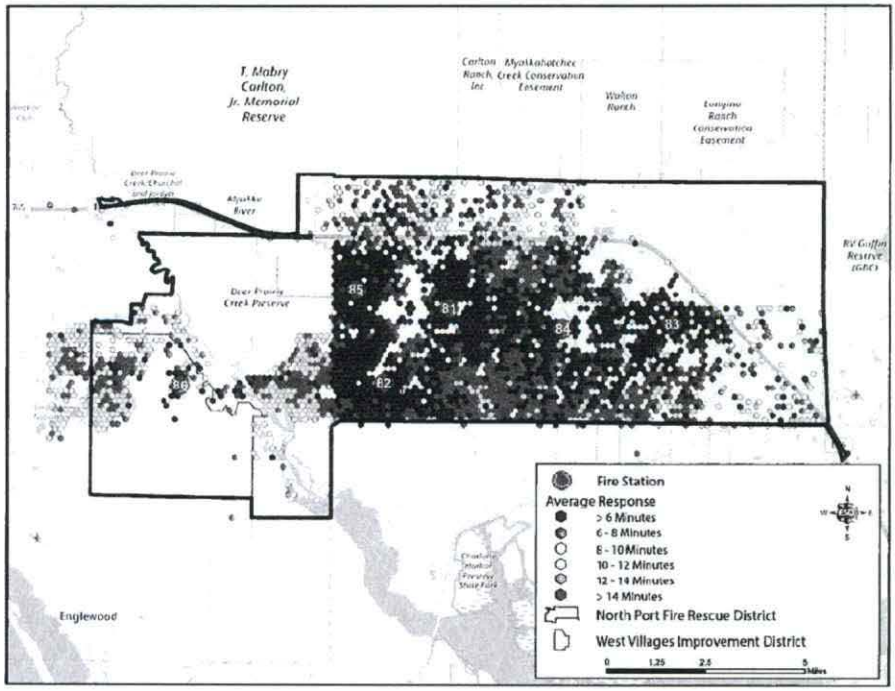
One of the most often tracked performance measures is response time, the combination of turnout time and travel time, as it is completely under control of the fire department and does not rely on outside agency performance. The expected performance is 5 minutes for the majority of responses in a fire rescue system. As a major component of this calculation is travel time, this performance measure is also severely impacted by the same factors discussed in the travel time section.

Figure 25: Response Time at the 90th Percentile: 7/1/2016 - 6/30/2019



Similar to turnout time, response times for North Port Fire Rescue are just under double the industry standard. Additionally, as the department has an internal goal of responding to EMS incidents with an average of 6-minutes or less and fires with an average of 7-minutes or less, Figure 27 provides a geographical display of North Port's response performance.

Figure 26: Average Response Time: 7/1/2016 - 6/30/2019

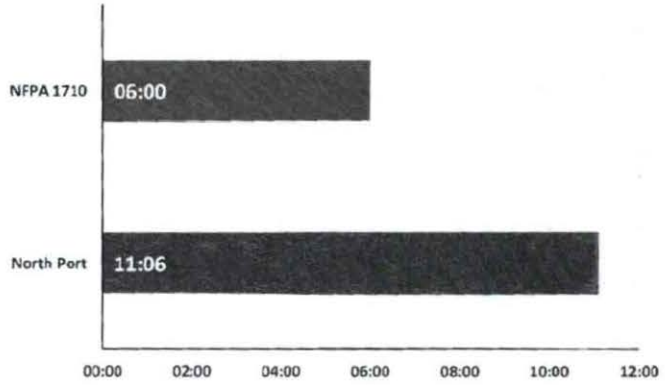


When response performance is evaluated, a similar trend to that seen in travel performance is revealed. Areas along the northern and southern borders experience longer wait times for fire rescue services, as well as areas west of Grobe Street.

Total Response Time

Total response time provides the entire continuum of the time from which the dispatcher receives the call until the first unit arrives on the scene of the incident. The expected performance for this measure is approximately 6 minutes[5].

Figure 27: Response Time at the 90th Percentile: 7/1/2016 - 6/30/2019



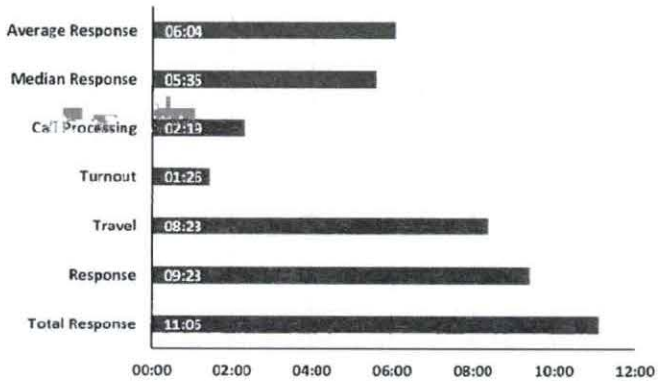
Total response time at the 90th percentile for North Port Fire Rescue during the period from July 1, 2016 through June 30, 2019 was 11 minutes 6 seconds. This means that from the time the call was initiated at the SCPSCC until the first unit arrived on scene was 11 minutes 6 seconds or better 90% of the time.

[5] Total response time can vary depending upon the type of incident as received by the communications center and turnout time allotted per NFPA 1710.

Summary

Figure 30 displays an overview of North Port's performance, along with the average and median response performance for comparison. It is recommended that North Port Fire Rescue transition to the use of fractile performance monitoring to comply with industry standards when reporting performance.

Figure 28: Summarized Department Performance at the 90th Percentile, Average, and Median



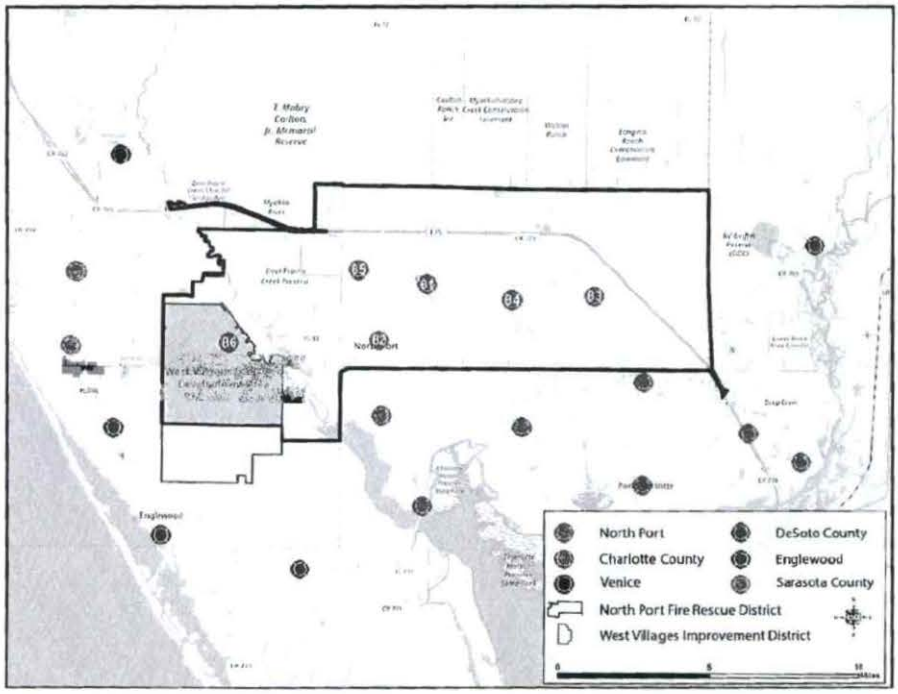
Mutual Aid

It is virtually impossible for an organization to possess absolutely all of the personnel and equipment resources that it could ever need to mitigate every incident within its jurisdiction. It is for this reason that fire departments often enter into agreements to work together and share resources.

There are two main types of agreements: mutual aid and automatic aid. In mutual aid agreements, two or more organizations agree that, when requested, they will supply the other agency with the requested resources, if available. For emergency services, this typically occurs through the request of the responding apparatus or on-scene personnel. The difference between mutual aid and automatic aid is that automatic aid is deployed just as the name implies—automatically. When an emergency call is received by the dispatch center, all available resources are examined based on the appropriate unit-type and their proximity to the call. Typically, the closest unit is dispatched, regardless of the jurisdiction in which the incident occurred.

North Port Fire Rescue utilizes both automatic aid and mutual aid responses. In addition to an automatic aid agreement, North Port co-locates Station 86 with Sarasota County Fire Department. In Figure 31, mutual and automatic aid partners within 5-miles of the District boundary of North Port are displayed.

Figure 29: Mutual and Automatic Aid Partnerships



While several fire departments surround the City, many of these agencies would require as much as 20 minutes of more of travel time to reach interior portions of North Port. The fire department should continue to invest in mutual and automatic aid partnerships to ensure that their community has access to additional personnel and equipment should the need ever arise.

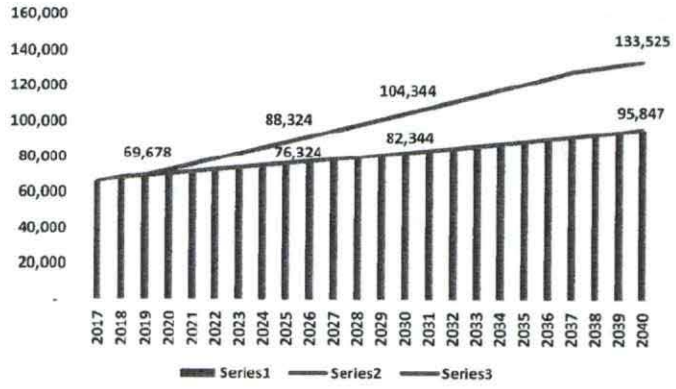
FUTURE SYSTEM DEMAND PROJECTIONS

To ensure that North Port Fire Rescue can adequately serve the West Villages and the City of North Port with both current and future department resources, an assessment of future community conditions, service demand, and risks that the City of North Port can anticipate is required. ESCI conducted an analysis of community growth projections with particular emphasis on emergency service planning and delivery.

Population Growth Projections

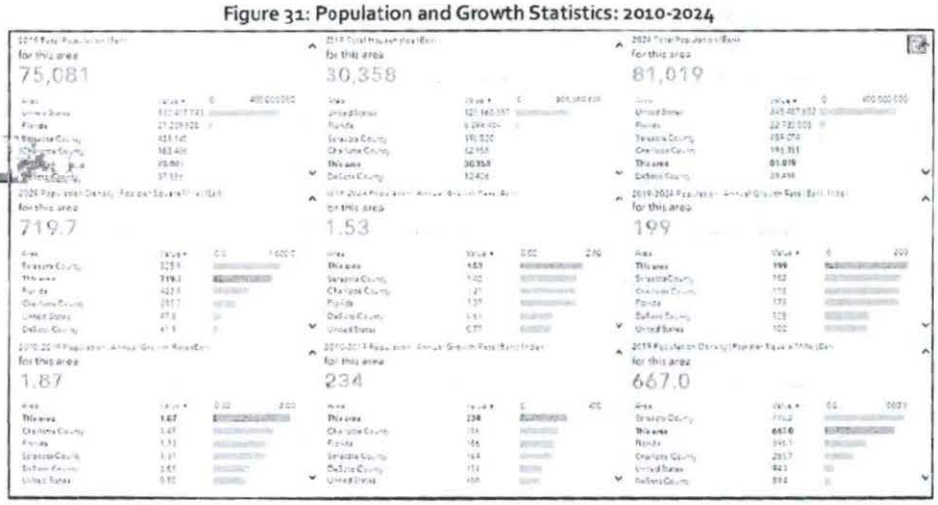
Increases to levels of service demand are often tied to growing populations. As the population grows in size, the relative demand for services follows a predictable pattern. Using historical growth patterns in North Port and expected patterns of growth for the southwest Florida area, an anticipated growth rate of 1.53% annually is predicted. However, this does not take in to account the West Villages and their predicted impact to the population and demand for fire and rescue services. Figure 32 provides a linear projection for population increases within the City of North Port using a growth rate of 1.53%. Also illustrated in this figure are the developer's predictions on annual growth within the West Villages. Starting in 2020, an additional 2,000 people per year were added to the original linear annual increase until the population of the West Villages reaches the predicted 36,000 in population. Beyond that point, the annual growth rate returns to 1.53%.

Figure 30: Linear Growth Projections 2017-2040



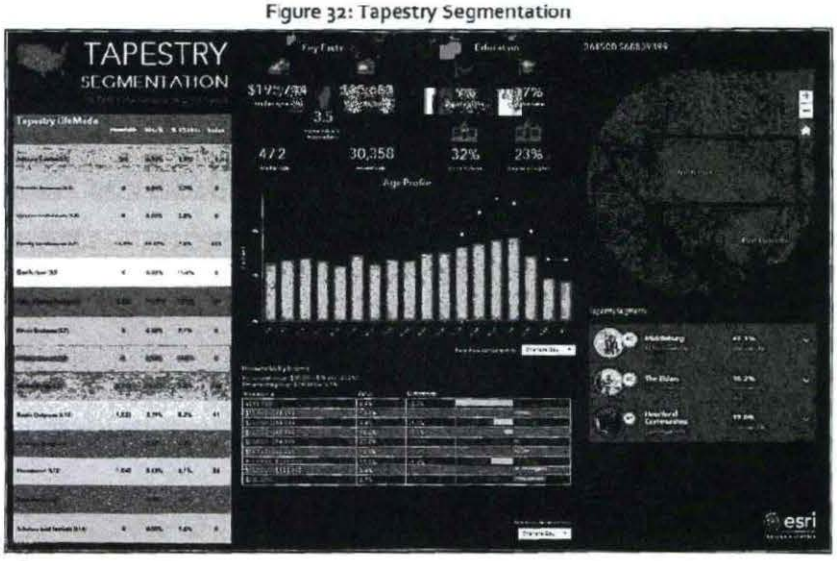
The next figure provides population and projected growth information for the District, as well as population density information for 2010-2024.

Figure 31: Population and Growth Statistics: 2010-2024



Another way to examine current and future populations is to evaluate them based on demographic classifications such as groupings of age, income, and lifestyle. In the next figure, this information is provided using Esri analytics and illustrates a snapshot of the North Port Fire Rescue District's population and its top three life modes.

Figure 32: Tapestry Segmentation



The predominant life modes in North Port's district are Family Landscapes, Senior Styles, and Cozy Country Living. Below are descriptions of these life modes:

LifeMode: Family Landscapes (49.1%)

- Successful young families in their first homes
- Non-diverse, prosperous married-couple families, residing in suburban or semirural areas with a low vacancy rate (second lowest)
- Homeowners (79%) with mortgages (second highest %), living in newer single-family homes, with median home value slightly higher than the U.S.
- Two workers in the family, contributing to the second highest labor force participation rate, as well as low unemployment
- Do-it-yourselfers, who work on home improvement projects, as well as their lawns and gardens
- Sports enthusiasts, typically owning newer sedans or SUVs, dogs, and savings accounts/plans, comfortable with the latest technology
- Eat out frequently at fast food or family restaurants to accommodate their busy lifestyle
- Especially enjoy bowling, swimming, playing golf, playing video games, watching movies rented via Redbox, and taking trips to a zoo or theme park

LifeMode: Senior Styles (29.4%)

- Senior lifestyles reveal the effects of saving for retirement
- Households are commonly married empty nesters or singles living alone; homes are single-family (including seasonal getaways), retirement communities, or high-rise apartments
- More affluent seniors travel and relocate to warmer climates; less affluent, settled seniors are still working toward retirement
- Cell phones are popular, but so are landlines
- Many still prefer print to digital media: Avid readers of newspapers, to stay current
- Subscribe to cable television to watch channels like Fox News, CNN, and The Weather Channel
- Residents prefer vitamins to increase their mileage and a regular exercise regimen

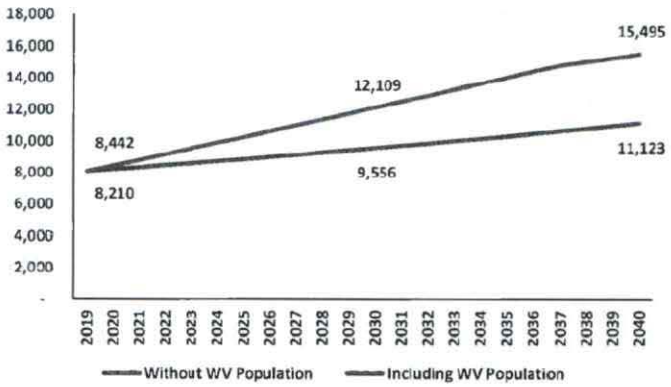
LifeMode: Cozy Country Living (14.6%)

- Empty nesters in bucolic settings
- Largest Tapestry group, almost half of households located in the Midwest
- Homeowners with pets, residing in single-family dwellings in rural areas; almost 30% have 3 or more vehicles and, therefore, auto loans
- Politically conservative and believe in the importance of buying American
- Own domestic trucks, motorcycles, and ATVs/UTVs
- Prefer to eat at home, shop at discount retail stores (especially Walmart), bank in person, and spend little time onlire
- Own every tool and piece of equipment imaginable to maintain their homes, vehicles, vegetable gardens, and lawns
- Listen to country music, watch auto racing on TV, and play the lottery; enjoy outdoor activities, such as fishing, hunting, camping, boating, and even bird watching

Service-Demand Projections

Demand for services is often linked to changes in population within an area; however, changes in demographics, such as age or access to preventative care, can also influence service demand. In 2016 through 2018, North Port Fire Rescue District calls per capita remained relatively consistent at 8.6 incidents per 100 people. Future service demand projections were then calculated using this rate along with the population projections from Figure 32.

Figure 33: Projected Service Demand for North Port Fire Rescue District



Based on the per capita and population projections, North Port Fire Rescue can anticipate annual levels of service to nearly double from their current rate by the time that the West Villages reaches build out. North Port Fire Rescue should monitor service demand within the District and population levels to ensure that a consistent level of service is maintained across the District.

COMPARISON OF CURRENT AND FUTURE DEPLOYMENT OPTIONS

Response Standards and Targets

The process of developing response targets and understanding, prioritizing, and implementing recommended enhancements can be daunting, simply due to the amount of work that may be involved, and the potential cost associated with these changes. The following section addresses these issues.

Critical Tasks, Risk, and Staffing Performance

The goal of North Port Fire Rescue is to provide sufficient resources (personnel, apparatus, and equipment) to the scene of an emergency in time to take effective action to minimize the impacts of the emergency. This need applies to fires, medical traumas, and any other emergency to which the fire department responds. Obtaining and understanding the desires and expectations of community stakeholders is an important first step. It will become increasingly important to emphasize public process and inter-agency communication as the demand for service increases throughout the community. The input received will help guide North Port's vision, planning efforts, policy decisions, and service delivery.

Before discussing the City of North Port's emergency service goals, it is important to gain an understanding of the dynamics of fire and medical emergencies. This information is provided for civilian readers that may not be familiar with the dynamics of fire suppression and emergency medical treatment.

Dynamics of Fire in Buildings

Most fires within buildings develop in a predictable fashion, unless influenced by highly flammable material. Ignition, or the beginning of a fire, starts the sequence of events. It may take several minutes or even hours from the time of ignition until a flame is visible. This smoldering stage is very dangerous, especially during times when people are sleeping, since large amounts of highly toxic smoke may be generated during this phase.

Once flames do appear, the sequence continues rapidly. Combustible material adjacent to the flame heats and ignites, which in turn heats and ignites other adjacent materials if sufficient oxygen is present. As the objects burn, heated gases accumulate at the ceiling of the room. Some of the gases are flammable and highly toxic.

The spread of the fire from this point continues quickly. Soon the flammable gases at the ceiling reach ignition temperature. At that point, an event termed "flashover" occurs; the gases ignite, which in turn ignites everything in the room. Once flashover occurs, damage caused by the fire is significant and the environment within the room can no longer support human life.

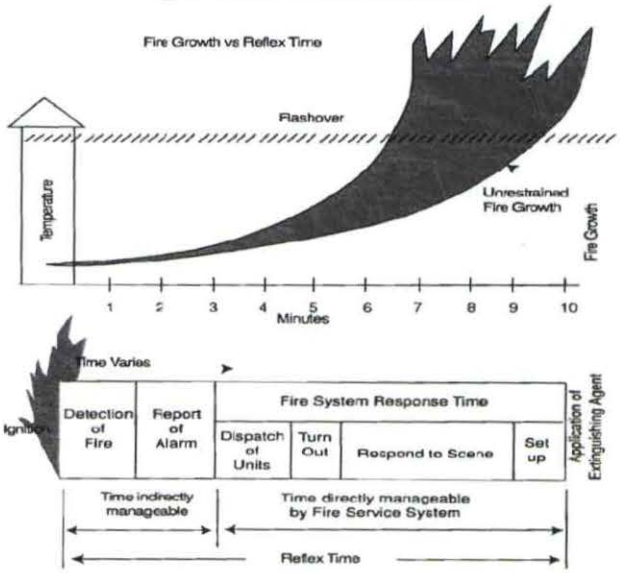
Flashover usually occurs about six to nine minutes from the appearance of flame in typically furnished and ventilated buildings. Since flashover has such a dramatic influence on the outcome of a fire event, the goal of any fire agency is to apply water to a fire before flashover occurs.

Perhaps as important as preventing flashover is the need to control a fire before it does damage to the structural framing of a building. Materials used to construct buildings today are often less fire resistive than the heavy structural skeletons of older frame buildings. Roof trusses and floor joists are commonly made with lighter materials that are more easily weakened by the effects of fire. "Light weight" roof trusses fail after five to seven minutes of direct flame impingement. Plywood I-beam joists can fail after as little as three minutes of flame contact. This creates a very dangerous environment for firefighters.

In addition, the contents of buildings today have a much greater potential for heat production than in the past. The widespread use of plastics in furnishings and other building contents rapidly accelerate fire spread and increase the amount of water needed to effectively control a fire. These factors make the need for early application of water essential to a successful fire outcome.

Several events must take place quickly to make it possible to achieve fire suppression prior to flashover. The figure below illustrates the sequence of events.

Figure 34: Fire Growth vs. Reflex Time



The reflex time continuum consists of six steps, beginning with ignition and concluding with the application of (usually) water. The time required for each of the six components varies. The policies and practices of the fire department directly influence four of the steps, but two are only indirectly manageable. The six parts of the continuum are:

1. **Detection**: The detection of a fire may occur immediately if someone happens to be present or if an automatic system is functioning. Otherwise, detection may be delayed, sometimes for a considerable period.
2. **Report**: Today most fires are reported by telephone to a 911 center. Call takers must quickly elicit accurate information about the nature and location of the fire from persons who are apt to be excited. A citizen well trained in how to report emergencies can reduce the time required for this phase.
3. **Dispatch**: The dispatcher must identify the correct emergency units, subsequently dispatch them to the emergency, and continue to update information about the emergency while the units respond. This step offers a number of technological opportunities to speed the process, including computer aided dispatch and global positioning systems.
4. **Turnout**: Firefighters must travel from areas inside the fire station to apparatus bays and don personal protective equipment, assemble on the response vehicle, and begin travel to the emergency. Developing programs to track turnout time, as well as good training, can minimize the time required for this step.
5. **Response**: The distance between the fire station and the location of the emergency influences reflex time the most. The quality and connectivity of streets, traffic, driver training, geography, and environmental conditions are also a factor. North Port has is at a disadvantage in that travel distances to several areas of the City from current fire stations make take upwards of 10-minutes of travel.
6. **Set up**: Last, once firefighters arrive on the scene of a fire emergency, fire apparatus are positioned, hose lines are placed, additional equipment is assembled, and certain preliminary tasks are performed (such as rescue) before entry is made to the structure and water is applied to the fire.

The application of water in time to prevent flashover is a serious challenge for any fire department. It is critical, though, as studies of historical fire loss data can demonstrate.

The National Fire Protection Association found that fires contained to the room of origin (typically extinguished prior to or immediately following flashover) had significantly lower rates of death, injury, and property loss when compared to fires that had an opportunity to spread beyond the room of origin (typically extinguished post-flashover). Incidents in which a fire spreads beyond the room where it originates are likely to experience six times the amount of property loss and have almost nine times greater chance of resulting in a fatality.

Emergency Medical Event Sequence

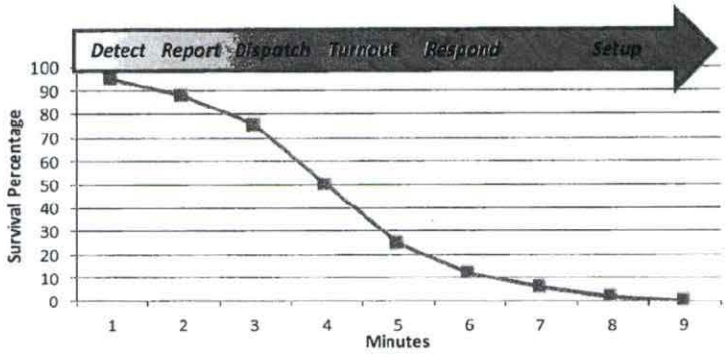
Cardiac arrest is the most significant life-threatening medical event in emergency medicine today. A victim of cardiac arrest has mere minutes in which to receive lifesaving care if there is to be any hope for resuscitation.

The American Heart Association (AHA) issued a set of cardiopulmonary resuscitation guidelines designed to streamline emergency procedures for heart attack victims, and to increase the likelihood of survival. The AHA guidelines include goals for the application of cardiac defibrillation to cardiac arrest victims.

Cardiac arrest survival chances fall by seven to 10 percent for every minute between collapse and defibrillation. Consequently, the AHA recommends cardiac defibrillation within five minutes of cardiac arrest.

As with fires, the sequence of events that lead to emergency cardiac care can be graphically illustrated, as in the following figure.

Figure 35: Cardiac Arrest Event Sequence



The percentage of opportunity for recovery from cardiac arrest drops quickly as time progresses. The stages of medical response are very similar to the components described for a fire response. Recent research stresses the importance of rapid cardiac defibrillation and administration of certain medications as a means of improving the opportunity for successful resuscitation and survival.

People, Tools, and Time

As described in the previous paragraphs, time matters a great deal in the achievement of an effective outcome to an emergency event. Time, however, is not the only factor. Delivering sufficient numbers of properly trained, appropriately equipped personnel within the critical time period completes the equation.

For medical emergencies, this can vary based on the nature of the emergency. Many medical emergencies are not time critical. However, for serious trauma, cardiac arrest, or conditions that may lead to cardiac arrest, a rapid response is essential.

Equally critical is delivering enough personnel to the scene to perform all the concurrent tasks required to deliver quality emergency care. For a cardiac arrest, this can be up to six personnel; two to perform CPR, two to set up and operate advanced medical equipment, one to record the actions taken by emergency care workers, and one to direct patient care.

Thus, for a medical emergency, the real test of performance is the time it takes to provide the personnel and equipment needed to deal effectively with the patient's condition, not just the time it takes for the first person to arrive.

Fire emergencies are even more resource critical. Again, the true test of performance is the time it takes to deliver sufficient personnel to initiate application of water to a fire. This is the only practical method to reverse the continuing internal temperature increases and ultimately prevent flashover.

The fire service assesses the relative risk of properties and occurrences based on a number of factors. Properties with high fire risk often require greater numbers of personnel and apparatus to effectively mitigate the fire emergency. Staffing and deployment decisions should be made with consideration of the level of risk involved.

Many communities across the nation contain varying levels of population density that allow agencies to specify response performance objectives based on risk. Those population densities are typically identified as:

- Metropolitan—geography with populations of over 200,000 people in total and/or a population density of over 3,000 people per square mile. These areas are distinguished by mid-rise and high-rise buildings, often interspersed with smaller structures.
- Urban—geography with a population of over 30,000 people and/or a population density of over 2,000 people per square mile. This describes the City of North Port.
- Suburban—geography with a population of 10,000 to 29,999 and/or a population density of between 1,000 and 2,000 people per square mile.
- Rural—geography with a total population of less than 10,000 people or with a population density of less than 1,000 people per square mile.
- Wilderness/Frontier/Undeveloped—geography that is both rural and not readily accessible by a publicly or privately maintained road.

The City of North Port has an urban population density. Based on this fact, the service delivery performance objectives discussed in this section of the report will be measured against standards that will apply to an urban setting. Urban settings present a number of challenges that are not present in suburban and rural communities. Although North Port is surrounded by other urban density communities, access to personnel and equipment in a timely manner is limited. Because of this, the City of North Port must determine what the expectations of the community are as well as what the "acceptable" level of risk is. Acceptable risk is defined as, "the potential fire loss a community is willing to accept rather than provide resources to reduce such losses."[6]

Most communities expect these three key elements:

- Trained and capable personnel
- Reliable and appropriate equipment and tools
- Quick responses from the fire department for fire and medical emergencies

[6] Firewise Communities, 2007.

ESCI recommends that departments engage the community to validate that these three key elements do in fact reflect the communities' expectations. Whatever the expectations of the community are, they should be taken into consideration as departmental objectives and goals are developed, implemented, and measured.

Within the urban environment, and more specifically within the City of North Port, a number of risks exist. To generalize these risks enables the fire department to evaluate current resourcing and make changes as necessary to reduce the potential for loss based on the level of risk. The specific risk categories contained with the

Call-Handling Performance Criterion

In many areas of the country, call-handling or call-processing are not functions under direct control of the fire department, as is the case in North Port. However, the fire department should be able to at least influence performance within the communications center since they are a customer of that organization.

Based on NFPA 1221 standards, call processing time—the time between when the call is answered and when the call is dispatched to responding units—should be less than 60 seconds, 90 percent of the time. Call intake and dispatch personnel will continue to receive and relay vital information until all instructions have been issued or the initial unit arrives on scene. The fire department should work with the communications center to establish the following call processing performance objective.

Turnout Time Performance Criterion

Turnout time is one area that the fire department can significantly impact with creative approaches. Turnout time, or the time between when the call is received by the response units (dispatched) and when the unit is actually enroute to the scene (responding), can have dramatic effects on overall response times. Reducing this single response time component reduces total response time.

NFPA 1710 recommends a turnout time performance of 60 seconds or less, 90% of the time. In ESCI's opinion, North Port is close to achieving this today and that this is a reasonable goal. Given that turnout time is one area in which field personnel can dramatically improve overall response time, an aggressive approach to shortening turnout time is recommended. North Port should establish a program of monitoring turnout time performance by shift, station, and as an organization, establish regularly recurring reporting intervals, such as weekly, monthly, quarterly, and annually, and make these findings available to personnel. North Port Fire Rescue supervisors should work with responding crews to identify obstacles or barriers to meeting performance goals and identify solutions as opposed to implementing hard fast policies regarding turnout time.

Distribution Performance Criterion

A fire department's *distribution* is essentially the location of resources to ensure an initial intervention within the specific time frame identified in the community's performance goals. It is ESCI's opinion that 1) North Port's current deployment methodology of maintaining one fire station along the Highway 41 corridor within the West Villages is sufficient at this time, but that additional locations will be required in the future as development continues 2) Given the distance between the West Villages and other North Port fire stations, higher levels of personnel/equipment will be required than at other fire stations within the City and 3) additional fire stations will be required in other areas of the City to serve existing populations.

For 90 percent of all emergency incidents, the first due unit shall arrive within 8.5-minutes from the time the units were notified until they arrived at an incident. The first due unit shall be capable of advancing an initial hose line for fire control or providing EMS care for medical incidents.

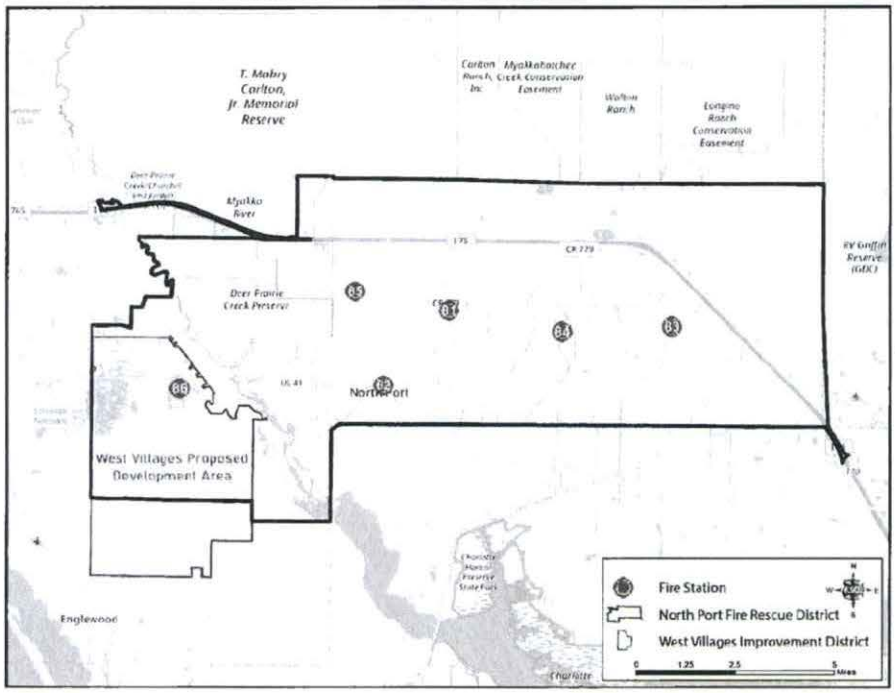
Concentration Performance Criterion

A fire department's *concentration* is the spacing of multiple resources close enough together so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will most likely be sufficient to stop the escalation of the emergency. The ERF for a moderate (typical) structural fire risk in North Port is programmed for 15 to 19 personnel on three engines, one truck, a rescue and one Battalion Chief. This can also include resources from Sarasota County Fire Department.

Comparison of Current and Future Capabilities

In most communities, the dynamics that influence where demand for services occurs changes over time. Locations that were once ideal may not adequately suit the communities needs several years later. Because of this, a series of analysis were performed to provide an estimation of the best locations and optimum number of fire stations to serve the West Villages and the City of North Port. Figure 38 provides an overview of the current deployment schema.

Figure 36: North Port Fire Rescue Current Station Locations



Future System Model

To develop a model for how future development within the West Villages may impact North Port Fire Rescue, several assumptions were made. Foremost, the network of roadways that will one day serve the West Villages does not currently exist. This is required in order to estimate travel distances, station effectiveness, and ultimately the best locations for future fire stations. In this analysis, a road network was created based on the locations and attributes of current and future roadways provided by the developer. Major thoroughfares were assigned a speed limit of 35 miles per hour (mph) and community drives assigned a speed

limit of 25 mph. In the travel time calculations, travel distance in minutes was determined by the distance a vehicle can travel within 4-minutes based upon the posted speed of the road segment.

The next assumption required was to develop service demand within the development. Since little to no service demand currently exists, a hypothetical service demand was applied to replicate the type of call volume North Port experiences in other similar developments. Because the actual data used in this model is based on three years of demand (July 1, 2016 through June 30, 2019), 6,500 random and separated points were created within the boundaries of the West Villages within North Port to simulate demand at buildout. Finally, random points were created to simulate potential fire station locations within the boundaries of North Port's portion of the West Villages.

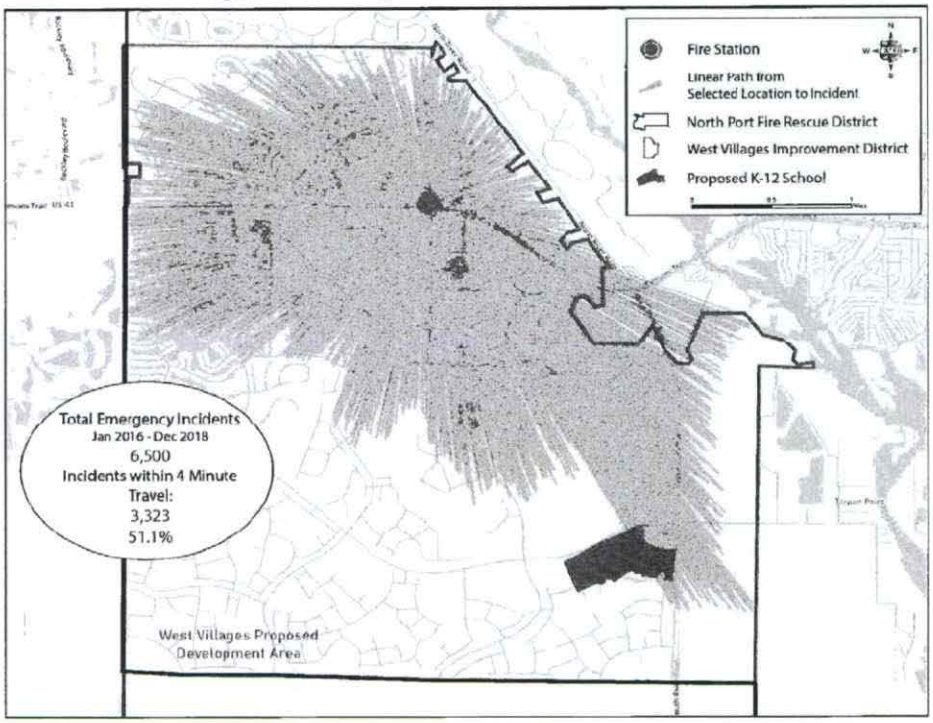
Once this data was constructed, a model was built to determine where the optimal location for a fire station would be located. Using GIS software, a model that selected a location based on 1) number of stations to choose 2) that provided the largest service area within a 4-minute travel based upon the road network and 3) captured the greatest number of incidents that could be expected within that service area.

This analysis was conducted in two phases. The first phase addresses the West Villages as a stand-alone service area and selected station locations based upon those boundaries. The second phase incorporated actual historical demand data from the City of North Port, incorporated the simulated demand data from the West Villages, and analyzed optimal fire station locations based upon the entire system with the West Villages serving as a boundary for where new locations could be added. Finally, the results of both series of analyses are summarized and the final results discussed.

Phase I - West Villages Analysis Independent of the City of North Port

The first model in this series selected the optimum station location for the West Villages if only one location could be selected. The results are illustrated in Figure 39.

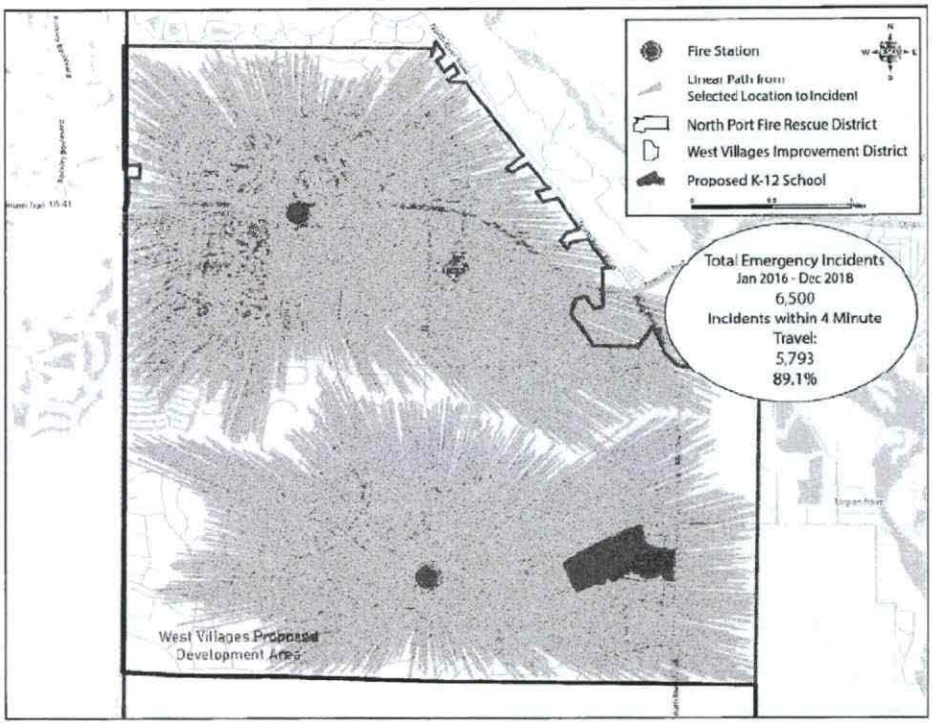
Figure 37: West Villages Station Optimization – 1 Fire Station



When one fire station could be selected, the model indicates that a location at the intersection of Highway 41 and West Villages Parkway would provide the capability to service the largest area within the West Villages.

Next, two stations were added to the model.

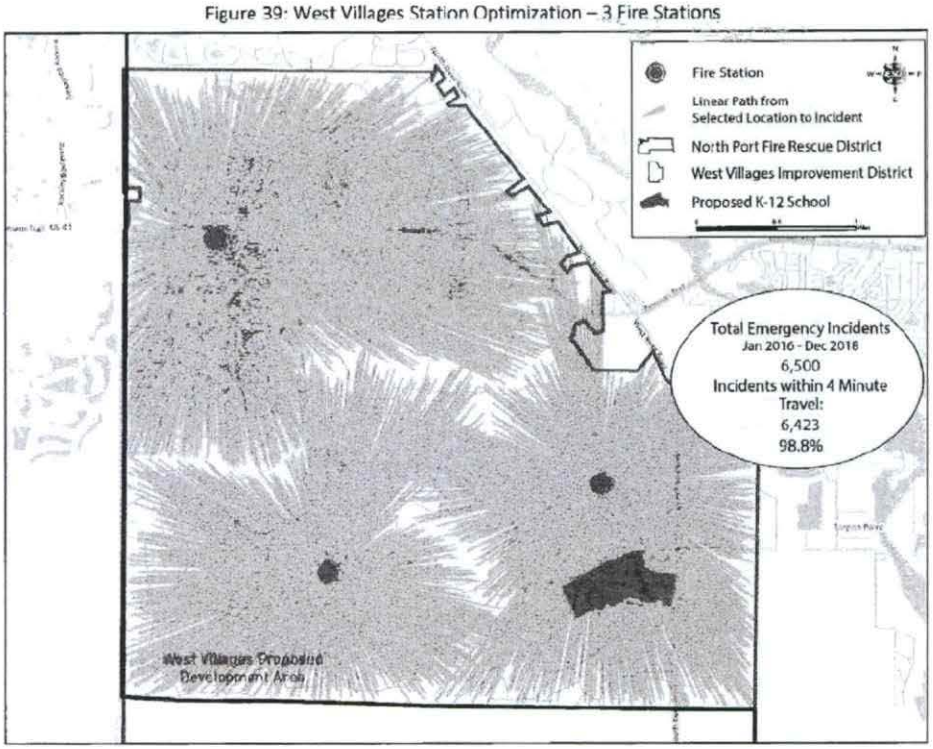
Figure 38: West Villages Station Optimization – 2 Fire Stations



When two fire stations were added, the location of the original station shifts west towards the intersection of Highway 41 and Preto Boulevard. The second station location was sited on Manasota Beach Road between West Villages Parkway and Preto Boulevard.

The next analysis adds a third fire station to the West Villages.

Figure 39: West Villages Station Optimization – 3 Fire Stations



When three fire stations are added, the original location on Highway 41 shifts westward again to accommodate room for the other station's service areas. In this scenario, its location is at Highway 41 and Corradino Boulevard. The second station also shifts to the west and appears on Preto Boulevard, south of Manasota Beach Road. The third location was located north of Manasota Beach Road and west of River Road.

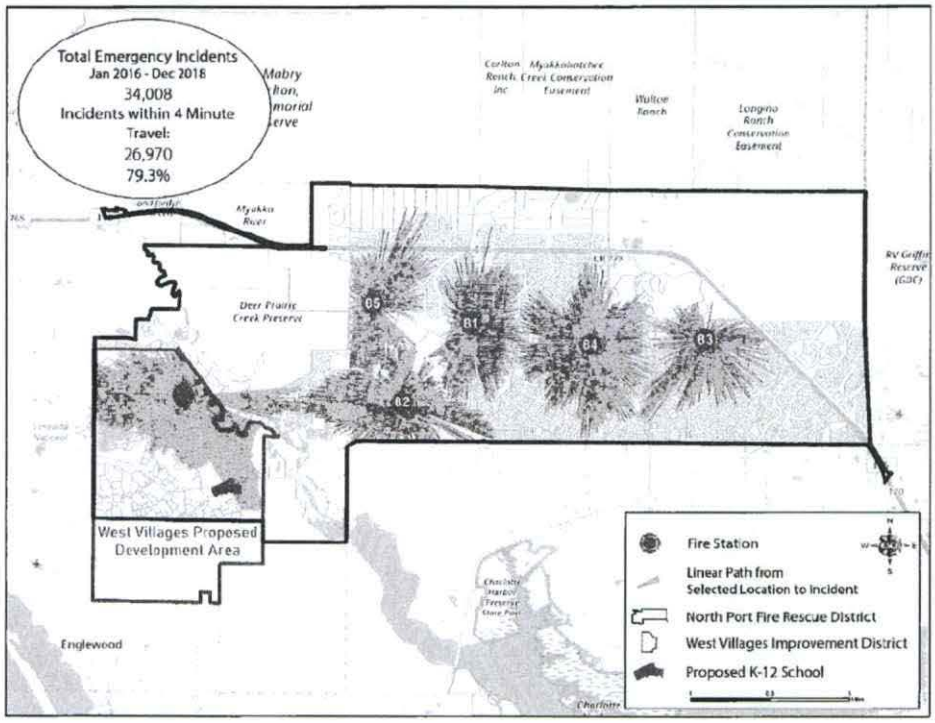
An additional fourth location was attempted for this analysis; however, when four stations are added the modeling no longer indicates any appreciable improvements in service level. Due to this finding, ESCI concluded that at build out, a maximum of three fire stations are sufficient to service the West Villages based upon the information available at the time of the study; however, three fire stations are not needed at this time. The construction of these stations should be phased with growth of the development itself and the second and third stations should occur in relation to the growth and development of the area.

Next, the same series analysis was conducted using the North Port Fire Rescue District's historical incident data and evaluating the system as a whole

North Port Fire Rescue District Analysis

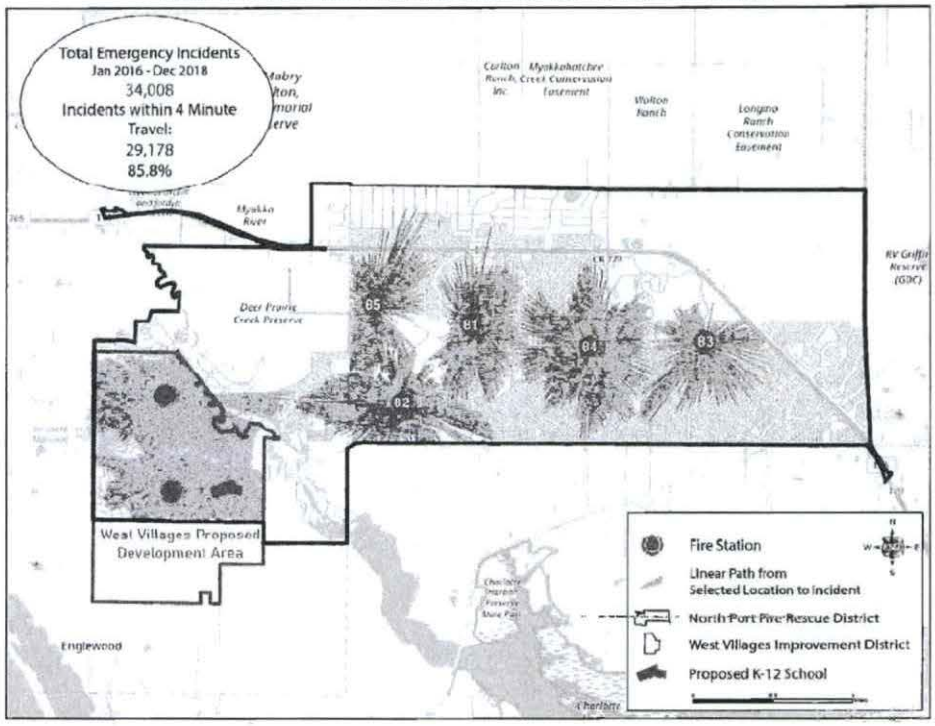
In this series of analyses, historical service demand data provided by North Port Fire Rescue along with simulated demand within the West Villages was used to optimize the addition of fire stations to the entire system. Figure 42 illustrates the results of adding one additional station.

Figure 40: West Villages Station Optimization – 1 Additional Fire Station



Similar to the previous analysis findings, the first fire station optimized within the system was sited on Highway 41, just east of West Villages Parkway. Next, a second station is added.

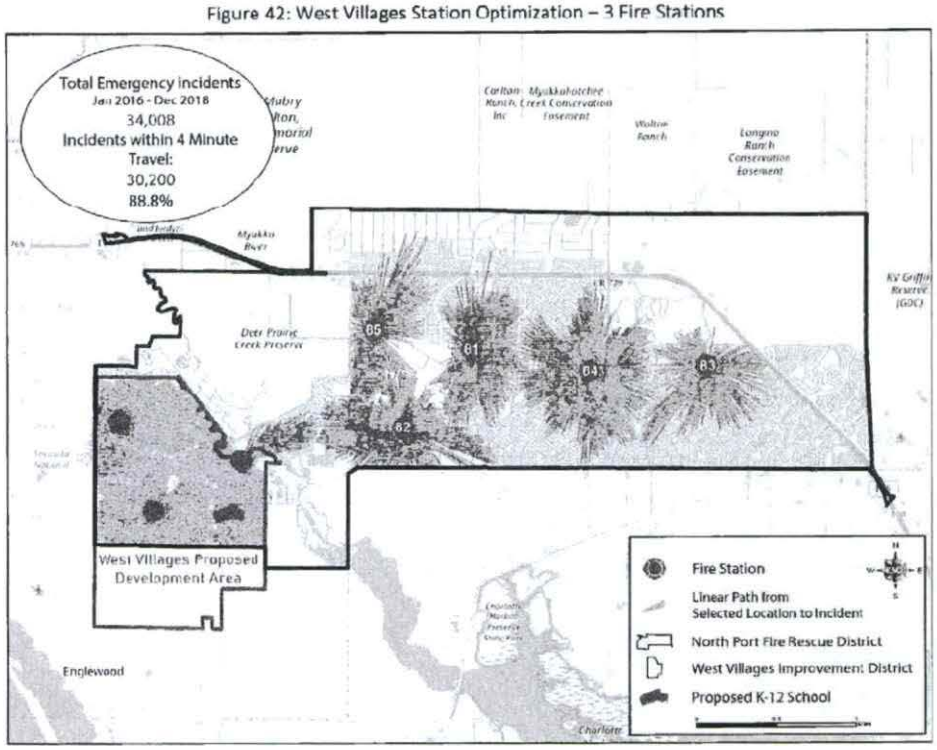
Figure 41: West Villages Station Optimization – Additional 2 Fire Stations



When a second fire station is added to the system, the first station again shifts west and was placed at the intersection of Highway 41 and West Villages Parkway. The second fire station was located on Manasota Beach Road between West Villages Parkway and Preto Boulevard.

The third station optimization analysis is illustrated in Figure 44.

Figure 42: West Villages Station Optimization – 3 Fire Stations

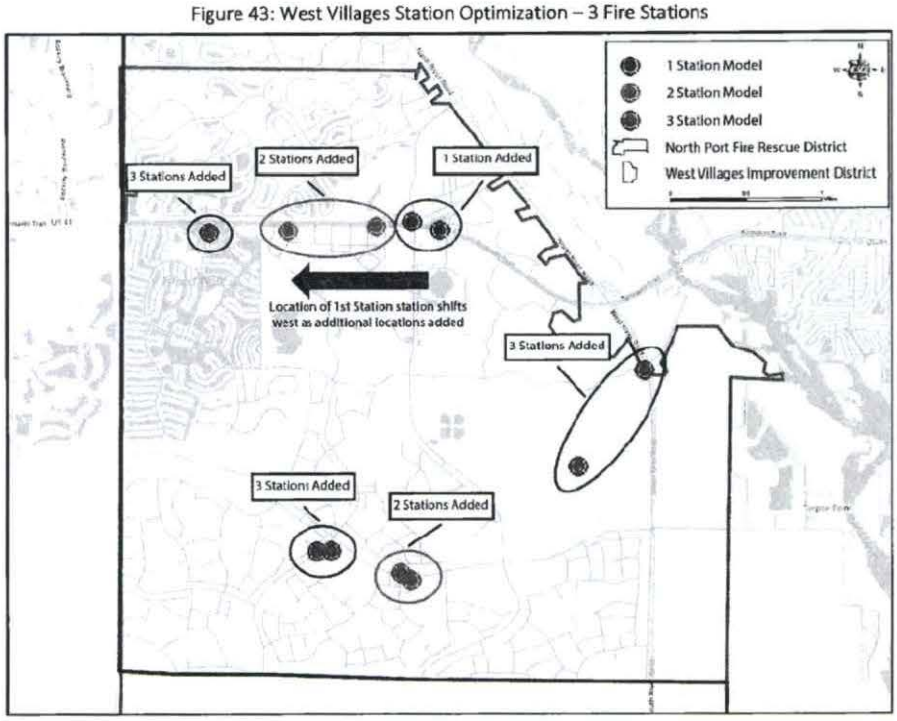


When three station are optimized within the West Villages, the first and second stations continue a shift to the west while a third location appears at the intersection of River Road and Playmore Road.

Summary

The optimum locations of fire stations for one, two, and three locations within the West Villages provided several findings based on the parameters within the respective analysis. The results of the analysis are displayed in Figure 45 below.

Figure 43: West Villages Station Optimization – 3 Fire Stations



In this figure, locations added when one station was selected appear as a green Maltese cross, those added when two stations were added as a red Maltese cross, and a blue Maltese cross appears at the selected locations when three stations were added. With the results summarized, a pattern appears providing insights into fire station placement.

First, as additional stations are added to the system, the location on Highway 41 moves west to provide coverage to areas in the northwest corner of the West Villages, as well as provide space for other locations respective service areas. Second, the location for a second station in the southern half of the development remained relatively consistent. Third, when a third location is added, it generally sites on River Road between Manasota Boulevard and Playmore Road. Although the West Villages does not require more than one fire station at this time, the developer and the City of North Port should recognize the benefit of locating these

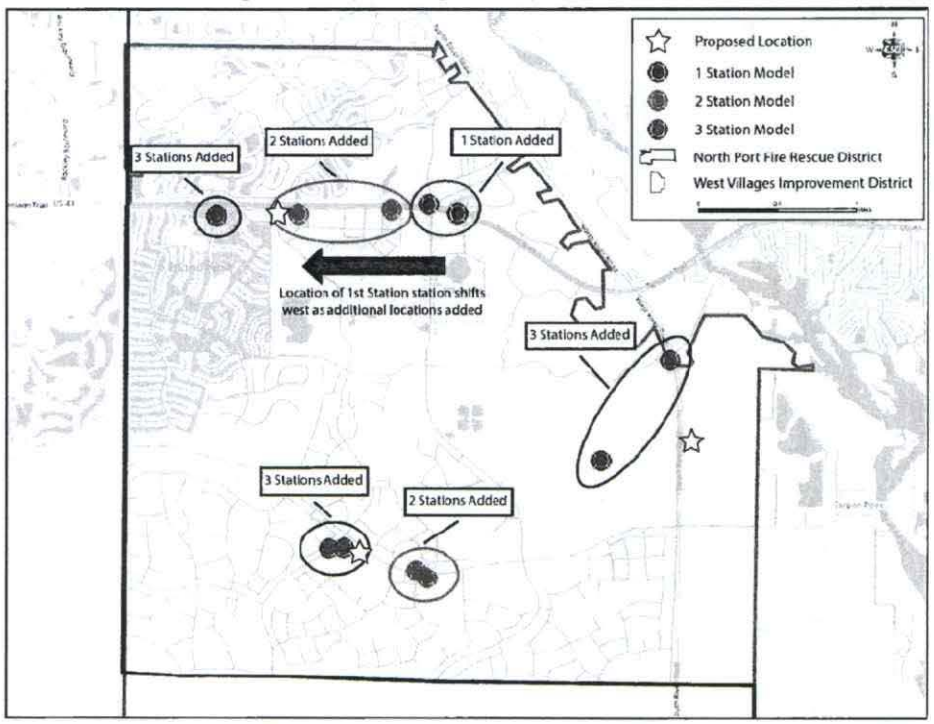
facilities for maximum effectiveness under a three-station scenario for the long term and add additional fire stations as demand dictates.

Using these findings as a foundation, locations are available through the developer for future fire stations at:

- The southwest intersection of Highway 41 and Preto Boulevard
- Near the intersection of Manasota Beach Boulevard and Preto Boulevard
- River Road and the northwest corner of the 63-acre park site

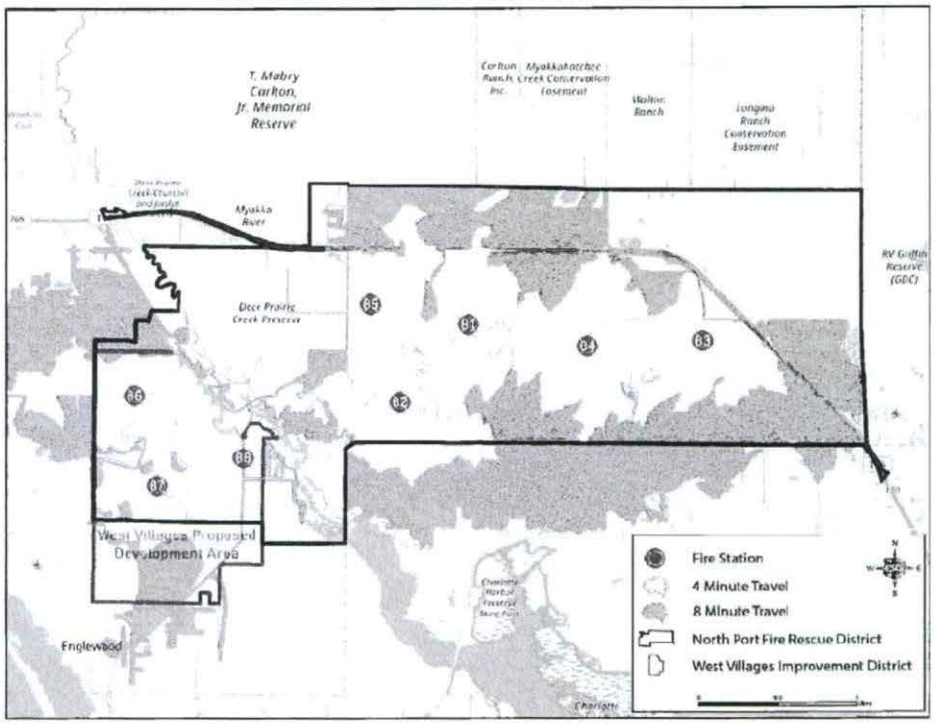
Figure 46 provides an overview of the analysis findings along with the proposed locations of future fire stations.

Figure 44: Analysis Findings with Proposed Site Locations



Based on the results of the analysis and the available locations from the developer, the 4 and 8-minute travel capabilities of these locations are displayed.

Figure 45: 4 and 8-Minute Travel from Proposed Locations



With three fire stations added to the West Villages, the majority of the development would be within a predicted 4-minute travel distance from a fire station.

RESULTS

Based on the current fire station locations within the City of North Port, the fire department's service delivery performance, and information provided by the developer, ESCI has reached the following results and conclusions.

Fire Station Locations within the West Villages

Construct a New Station 86

At the present time, one fire station would be sufficient to provide coverage to the West Villages based on current demand and development. ESCI recommends that this station should be sited at the property located at the southwest intersection of Highway 41 and Preto Boulevard. Based on information provided by the developer regarding the pace at which the West Villages is developing, the design and construction of this facility should begin as soon as possible with a target completion date by the end of 2021.

Future Station 87

The addition of a fire station to cover the southern half of the West Villages appears to increase overall fire rescue coverage within the West Villages by up to 40% at build out; however, this may not occur for several years. To provide a trigger point for the West Villages and North Port Fire Rescue for when to add an additional fire station, the use of Certificates of Occupancy (COs) appear to be the optimal way to proceed. As development proceeds along Manasota Beach Road and points south, and depending upon current market conditions, sales, and the ability of the developer to maintain a consistent pace of progress, at the point when an additional 5,000 certif cates of occupancy are issued, the next fire station (Station 87) should be at or near completion. Presently, it is estimated that approximately 1,000 COs will be issued annually within the West Villages during the development of the southern half of the development. With this in mind, the design phases of an additional fire station located approximately 1,000 feet west of the intersection of Manasota Beach Boulevard and West Villages Parkway should begin when 2,500 – 3,000 certificates of occupancy are issued for that area. This should provide the fire department ample time to develop and construct a fire station while also providing the developer some safeguards against a market downturn.

West Villages Station Design and Apparatus

Due to the distance from the West Villages to other City of North Port fire stations, and the limited means of access for these resources, ESCI recommends that at least the first of these fire stations are designed to house a ladder company, an engine company, two rescue companies and a battalion vehicle. This investment will ensure that as the West Villages grows, the fire department will have the ability to locate the appropriate number of apparatus and personnel to serve the community.

Future Station 88

The total development of the West Villages will take several years to complete. The need for a third fire station located at River Road and the northwest corner of the 63-acre park site may not occur for a long period of time, 20 years or more. Similar to the construction of Station 87, if development is continuing at a predictable rate and the developer perceives that an additional 5,000 COs would be issued within the proposed first due response area of that location, the West Villages and the City of North Port should work together to ensure that adequate time is provided (2 to 2 ½ years) to design and construct an additional fire station. However, if development does not occur or the demand is not present to support the construction and permanent staffing of a third fire station within the West Villages, North Port should evaluate other areas within the North Port Fire Rescue District in which an additional fire station would be more impactful.

Future North Port Fire Rescue Stations

The review and analysis of North Port's performance indicates that there are most likely underserved areas that currently exist within other areas of the City. Although providing fire rescue coverage to future development is important to ensure that the growth of public safety resources keeps pace with development, it is equally important to ensure that currently populated areas also have access to resources. An in-depth analysis of the remainder of North Port Fire Rescue's performance and resource needs is outside the scope of this study; however, the consideration of when and where to locate permanent capital assets, as well as provide the recurring expenditures for staffing, should be evaluated holistically.

Summary

The construction and habitation of a new North Port Fire Station 86 should occur as soon as possible. The developer has agreed to fund this facility and North Port Fire Rescue staffing is currently present at the Sarasota County Fire Rescue Station 26. Should Sarasota County opt not to also relocate with North Port Fire Rescue or relocate personnel to an area outside of the effective response range for the West Villages, the department should strongly consider hiring additional staffing to service the West Villages Development, both for current and future delivery of services.

A second and third fire station are not currently required within the West Villages Development as the infrastructure and occupancies are not yet in place. However, as development begins in the southern and or eastern areas of the West Villages project and within North Port's fire district, the City should evaluate whether adding additional fire stations or personnel will provide the greatest benefit to the entire community. The developer has tentatively agreed to consider funding a second fire station location in approximately 5-7 years when the development reaches buildout in that area. At that point, North Port Fire Rescue could potentially staff that location with personnel from the new Station 86, hire additional staffing, or choose another option based on the conditions present at that time. Due to the relative remoteness of the West Villages Development project and a single point of access at Highway 41 for the balance of North Port's fire rescue resources, multiple units will be required within the West Villages Development to adequately respond to service demand.

A third fire station location was identified within this study; however, current projections place the need for this facility as far out as 20 years into the future. Additionally, the West Villages project will be simultaneously developing south of the North Port Fire Rescue District into areas of unincorporated Sarasota County and the Englewood Area Fire Control District. Due to the level of uncertainty about the conditions that will be present within the West Villages Development and the City of North Port 20 years in the future, ESCI recommends that land be allocated for a fire station at River Road and the northwest corner of the 63-acre park site. But, a third fire station is not required or desired at this time and is not currently needed to meet service demand. Additionally, the response from Sarasota County and the Englewood Area Fire Control District may also influence or impact the decisions made by North Port at the time a third station may become warranted.

Finally, the North Port Fire Rescue District has a responsibility to provide services to all citizens within their District. ESCI recommends that a holistic system evaluation of service delivery capabilities and a gap analysis be conducted prior to committing capital expenditures, equipment, and resources to any location within the District.

CONCLUSION

In August 2019, ESCI's project team began collecting information for West Villages/North Port Fire Rescue Fire Department Station Location Study. ESCI sincerely hopes that the information contained in this report is used to its fullest extent and that the emergency services provided to the citizens of the City of North Port, the West Villages, and the surrounding area will be improved by its implementation.

The ESCI team recognizes that this report contains a large amount of information, and ESCI would like to thank the West Villages, LLLP, Staff Members and the administrative team from North Port Fire Rescue for their hospitality and efforts in bringing this project to fruition.

APPENDIX A: TABLE OF FIGURES

Figure 1: West Villages, Florida Overview 8
Figure 2: North Port Fire Rescue Service Area and Fire Stations 9
Figure 10: Service Demand by Incident Type: 2015-2018 19
Figure 11: Service Demand by Frequency: 2015-2018 19
Figure 12: Response Patterns by Incident Count: 7/1/2016 – 6/30/2019 20
Figure 13: Service Demand by Month of the Year: July 1, 2016 through June 30, 2019 21
Figure 14: Service Demand by Day of the Week: July 1, 2016 through June 30, 2019 21
Figure 15: Service Demand by Hour of Day: July 1, 2016 through June 30, 2019 22
Figure 16: North Port Population Density by Census Blockgroups; 2017 U.S. Census 23
Figure 17: Incident Density: 7/1/2016 – 6/30/2019 24
Figure 18: NFPA 1710 4 Minute Travel and 8-Minute Travel 26
Figure 19: ISO 1.5 Road Mile Engine Company Service Area 27
Figure 20: ISO 2.5 Road Mile Ladder Company Service Area 28
Figure 21: Effective Response Force 30
Figure 22: Response Time Continuum 32
Figure 23: Call Processing at the 90th Percentile: 7/1/2016 - 6/30/2019 33
Figure 24: Turnout Time at the 90th Percentile: 7/1/2016 - 6/30/2019 34
Figure 25: Travel Time at the 90th Percentile: 7/1/2016 - 6/30/2019 34
Figure 26: Average Travel Time: 7/1/2016 - 6/30/2019 35
Figure 27: Response Time at the 90th Percentile: 7/1/2016 - 6/30/2019 36
Figure 28: Average Response Time: 7/1/2016 - 6/30/2019 37
Figure 29: Response Time at the 90th Percentile: 7/1/2016 - 6/30/2019 38
Figure 30: Summarized Department Performance at the 90th Percentile, Average, and Median 39
Figure 31: Mutual and Automatic Aid Partnerships 40
Figure 36: Fire Growth vs. Reflex Time 47
Figure 37: Cardiac Arrest Event Sequence 49
Figure 38: North Port Fire Rescue Current Station Locations 53
Figure 39: West Villages Station Optimization – 1 Fire Station 55
Figure 40: West Villages Station Optimization – 2 Fire Stations 56
Figure 41: West Villages Station Optimization – 3 Fire Stations 57
Figure 42: West Villages Station Optimization – 1 Additional Fire Station 58

Figure 43: West Villages Station Optimization – Additional 2 Fire Stations 59
Figure 44: West Villages Station Optimization – 3 Fire Stations 60
Figure 45: West Villages Station Optimization – 3 Fire Stations 61
Figure 46: Analysis Findings with Proposed Site Locations 62
Figure 47: 4 and 8-Minute Travel from Proposed Locations 63

Exhibit E

Invoice

WELLEN PARK
19503 S. West Villages Parkway, #14 | Venice, FL 34293
941.960.7805
WellenPark.com

September 6, 2022

Mr. A. Jerome Fletcher II, MPA
City Manager.
City of North Port
4970 City Hall Blvd.
North Port, FL 34286

Re: Public Safety Building Invoice

Dear Jerome:

Pursuant to Articles 3 & 4 of the Post Annexation Agreement ("PAA"), require the West Villages Improvement District and Developer to provide documentation to support the costs associated with the improvements of Fire Station No. 1 (Station 86) and the Police Sub-station along with the appurtenant improvements and necessary vehicles.

Exhibit 1, attached hereto is a project cost summary showing all project related expenses through August 15, 2022, as $13,313,206, which is $78,854 below the approved project budget of $13,392,063. A copy of the approved budget is also, attached hereto and labeled Exhibit 2. Upon final completion a final invoice will be provided to the City. Currently, I do not anticipate the project cost raising above the totals shown on Exhibit 1.

The total Fire District's share of the costs including vehicles are $8,644,224 or 60.72% of the total project costs. The Fire Division has heretofore been invoiced by the West Villages Improvement District ("WVID") $1,406,056 and paid $1,000,634 for the required vehicles per the PAA. It is our understanding that the remaining WVID vehicle invoices in the amount of $405,422 will be paid, as Impact Fees are collected, and funds become available. The remaining **$7,388,805** shall be due and paid directly to Wellen Park.

The total Police Division share of the costs are $4,677,720 or 39.28% of the total project costs. The Police Division has heretofore been invoiced and paid $227,232 for the costs associated with the build-out of the expansion area, which was not included in the original project scope. It is our understanding that the remaining

$4,450,488 shall be due and paid directly to Wellen Park as Impact Fees are collected.

Please find attached hereto a thumb drive with copies of the project invoices to substantiate the combined total expense of $13,540,441.

Should you have any questions regarding the attached cost summary or detailed invoices please do not hesitate to let me know.

Sincerely,

John E. Luczynski
Sr. Vice President, Land Development

Cc: Jason Yarborough, Asst. City Manager
Julie B. Bellia, Asst. City Manager w/encl.
Amber Slayton, City Attorney w/encl.
Scott Titus, Fire Chief
Scott Lang, Deputy Fire Chief
Nick Herlihy, Fire Division Chief w/thumb drive
Todd Garrison, Police Chief
Christopher Morales, Deputy Police Chief w/thumb drive
pwfinance@cityofnorthport.com
Lindsay Whelan, WVID Attorney w/encl.
Will Crosley, WVID Dist. Manager w/encl.
Steve Lewis, Wellen Park LLLP w/encl.
Tom Buckley, Wellen Park LLLP

EXHIBIT "I"

Fire Station & Police Sub-Station

GL Code	Expense	Budget			Actual		Remaining Contracts	Projected Total	Favorable / (Unfavorable)	Comments
		Fire	Police	Total	Fire	Police				
		60.72%	39.28%		60.72%	39.28%				
37220	Architect	$ 297,398	$ 192,402	$ 489,800	$ 300,187	$ 194,192	$ 3,421	$ 502,800	$ (13,000)	
37420	Engineer	47,057	30,443	77,500	33,283	21,531	-	54,814	22,686	
37580	Surveyor	9,411	6,089	15,500	8,965	5,800	-	14,765	735	
37310	Geo-tech	13,662	8,838	22,500	11,412	7,383	-	18,795	3,705	
37230	Environmental Consultant	4,554	2,946	7,500	-	-	-	-	7,500	
37010	Legal	18,215	11,785	30,000	23,906	15,465	-	39,371	(9,371)	Budget did not contemplate Schnover costs
37130	Landscape Architect	12,933	8,367	21,300	11,825	7,650	-	19,475	1,825	
80620	Site Prep	228,982	146,607	375,589	294,045	190,229	-	484,263	(108,674)	
32210	Community Buildings (1)	6,026,441	4,471,481	10,497,922	6,380,201	4,127,376	210,077	10,717,654	(219,732)	Includes Police Expansion area
35680	Miscellaneous Government Fees (2)	186,726	121,896	308,623	173,888	107,810	-	281,698	26,925	
38210	Builder's Risk Insurance	16,493	10,670	27,164	455	295	-	750	26,414	
35820	Municipal Extras (3)	1,418,665	-	1,418,665	1,406,056	-	-	1,406,056	12,609	
	Contingency	60,718	39,282	100,000	-	-	-	-	100,000	
	Sub-Total Fire Station No, 86 & Police Substation	**8,341,256**	**5,050,806**	**13,392,063**	**8,644,224**	**4,677,720**	**218,498**	**13,540,441**	**(148,378)**	
	Net Expansion Area					(227,232)		(227,232)	227,232	Expansion area was not part of original budget. City reimbursed in October of 2021
	Total Fire Station No. 86 & Police Substation	**8,341,256**	**5,050,806**	**13,392,063**	**8,644,224**	**4,450,488**	**218,498**	**13,313,209**	**78,854**	
	Reimbursements from CONP									
	Fire Truck				(1,000,634)			(1,000,634)		
	Fire Truck (Pending reimbursement)				(254,785)			(254,785)		
	Total Cost, net of City Reimbursement				**$ 7,388,805**	**$ 4,450,488**	**$ 218,498**	**$ 12,057,791**		

(1) Includes the following budget items: Building & General Conditions, Police Garage & Canopy, Helipad & Proto Island rework, Builder's Risk

(2) Includes the following budget items: City Utility Inspection fee, DEP permit fees, Building permit, City Zoning, Fire, Road & Damage, Impact Fees and ERCs

(3) Includes the following budget items: Fire Truck, Brush Truck, Command Vehicle, Inflatable boat

(4) Municipal Extras Detail

Fire Truck	1,255,418
Brush Truck	36,651
Command Vehicle	113,987
	1,406,056
Funded by CONP	(1,000,634)
Funded by Developer	405,422

EXHIBIT "Z"

WELLEN PARK
19503 S. West Villages Parkway #141 Venice, FL 34292
941.960.7805
WellenPark.com

April 22, 2021

Mr. Jason Yarborough,
Interim City Manager.
City of North Port
4970 City Hall Blvd.
North Port, FL 34286

Re: Public Safety Building Final Budget

Dear Jason:

Pursuant to paragraphs 3.2 & 4.2 of the Post Annexation Agreement ("PAA") regarding the Proposed Budget for the Fire Station and Police Substation, please find attached hereto the $13,392,063 budget for the 25,769 square foot combined Public Safety Building, which includes Site work, Building, FF&E as well as the required Fire Vehicles, which have heretofore been ordered. The cost for the Fire Department portion of the project is $8,326,757 and the Police Department portion of the project is $5,050,806. All items shown on the budget have been contracted for, thus the costs are known, except for the final City of North Port Impact Fees, the Impact Fee amounts shown are the estimates that you provided during the design phase.

The total budget of $13,392,063, is $1,231,438 higher than the anticipated budget developed when the Post Annexation Agreement was entered into, the higher budget is directly related to the addition of 4,123 additional square footage for the Police Department as well as the addition of a +/- 1,900 square foot garage for the Police to store message boards, traffic cones and other traffic control items, than was contemplated by the PAA.

The Budget does contain a $100,000 Contingency and Willis Smith's contract also includes an additional contingency; thus, we are comfortable the project should be completed with the planned fourteen (14) month construction schedule and within

1

budget.

Please note, the budget does not include the recently requested items from the police department to furnish and finish the expansion space that is included in the planned project. Willis Smith is working on a separate budget for the completion of that space and when completed and reviewed by the project architect, we will present to the Police Department for their review and approval.

The Post Annexation agreement requires the City Manager to approve the Budget and a process for any Change Orders that would modify the total budget of $13,392,603. If you would please document your approval by signing below and returning a copy at your earliest convenience.

Should you have any questions regarding the attached cost summaries or detailed invoices please do not hesitate to let me know.

Sincerely,

John E. Luczynski
Sr. Vice President, Land Development

City of North Port City Manager Approval: _____ Digitally signed by Jason Yarborough Date: 2021.06.11 13:34:36 -04'00'

Approval Date: _____

Cc: Todd Garrison, Police Chief
Chris Morales, Asst. Police Chief
Scott Titus, Fire Chief
Scott Lane, Asst. Fire Chief
Julie B. Bellia, Asst. City Manager w/encl.
Amber Slayton, City Attorney w/encl.
Lindsay Whelan, WVID Attorney w/encl.
Will Crosley, WVID Dist. Manager w/encl.
Steve Lewis, Wellen Park LLLP w/encl.

2

Fire Station & Police Sub-Station

Final April 28th, 2021

	Budget	Fire	Police	%	Comments
		15,547	10,178	25,725	Training room in the Police Square footage
		60.72%	39.28%	100.00%	
Architect	$499,800	$297,398.24	$292,401.76	8.66%	PAA Signed Contract
Engineer	$77,500	$47,058.60	$30,441.41	0.90%	AM Signed Contract
Surveyor	$15,500	$9,411.94	$6,088.06	0.17%	Britt Signed Contract
Geo-tech (Borings & Testing)	$22,500	$13,661.62	$8,838.38	0.17%	Universal Signed Contracts
Environmental Consultant	$7,500	$4,553.87	$2,946.13	0.09%	ECT - bill under umbrella contract
Legal (Amt., Contract; Willis-Smith Contract)	$30,000	$18,215.49	$11,784.51	0.33%	Allowance
L/A	$21,300	$12,935.20	$8,367.80	0.19%	KH Contract signed
Site Prep (Clearing & Bringing Pad o/s, Sanitary Sewer & Storm Water)	$358,339	$217,604.50	$140,714.50	2.67%	Clearing, Mass Earthwork & Erosion Control contracted for and to be completed with the Downtown Gravel Lakes and those unit prices
Draft Hydrant	$2,970	$2,970.00	$0.00	0.02%	
City Utility Construction Inspection Fee	$6,090	$3,695.82	$1,994.08	0.04%	
DEP Permit Fees	$1,450	$1,487.60	$962.40	0.02%	
WVID Relocations for Pinto Cut	$15,000	$9,107.75	$5,892.25	0.11%	
City Building Permit	$17,432	$10,582.50	$6,849.76	0.13%	per City
City Zoning, Fire, Road & Drainage... (Part of Building Permit)	$14,142	$8,586.69	$5,555.16	0.11%	per City Estimate, removes the Roadway Construction Fee, since that is going away for West Villages
Impact Fees not including Police & Fire	$168,838	$102,515	$66,322	1.26%	per City
Impact Fee - Fire	$7,166	$7,165.81		0.05%	per City Estimate
Impact Fee - Police	$5,730		$5,730.19	0.04%	per City Estimate
ERC's - Water	$41,432	$25,144.66	$16,287.34	0.31%	ERC's to be purchased from Thomas Ranch Intangibles
ERC's Wastewater	$44,475	$28,217.62	$16,257.38	0.33%	ERC's to be purchased from Thomas Ranch Intangibles
Builders Risk Insurance	$27,104	$16,455.57	$10,670.38	0.20%	Based on the annual quote to WP of $21,731, with a $25,000 deductible; covers a 15-month construction timeframe
Bldg & General Conditions	$9,830,780	$5,950,869.91	$3,045,913.60	73.18%	Police Sub-station grew by +/-4,0000 sq. plus the addition of a +/- 1,800 sf garage to store cone and other items need to manage traffic for Braves games etc.
Police Garage & Canopy	$572,676		$573,676.00	4.28%	Added to project post PAA
Helipad & Pinto Island rework	$124,662	$75,571.82	$48,891.18	0.93%	
Fire Truck	$1,259,165	$1,259,165		9.40%	Base Truck ordered at $994,094; equipment ordered at $268,900
Command Vehicle	$120,000	$120,000		0.90%	Vehicle has been ordered by the WVD
Brush Truck	$40,500	$40,500		0.29%	Vehicle has been ordered by the WVD
Sub-total Fire Station No. 86 & Police Substation	$13,202,053	$8,266,099	$5,011,534	99.25%	
Contingency	$100,000	$60,718.30	$39,281.70	0.75%	Add'l $300k in contingency included in WS Contract, which Wales Park must approve the use of
Total Fire Station No. 86 & Police Substation	**$13,302,053**	**$8,326,797**	**$5,050,806**	**100.00%**	**Police Sub-station grew by +/-4,0000 sq. plus the addition of a +/- 1,800 sf garage to store cone and other items need to manage traffic for Braves games etc.**
Estimate at time of PAA	$12,146,125	$8,313,127.00	$3,832,998.00		Due to the Police adding in an addition 4,123 sq. ft to the building and a +/-4,900 sq. ft canopy
Variance	($1,155,928)	($13,670.30)	($1,217,808.00)		

8720054.v1