

## GENERAL PRINCIPLES OF AGREEMENT

These General Principles of Agreement are entered into this 26<sup>th</sup> day of June, 2006, by and between the CITY OF NORTH PORT, FLORIDA, an incorporated municipality, by and through its Chair (herein after "City"), and the WEST VILLAGES IMPROVEMENT DISTRICT, a Florida independent special district (herein after "WVID"), and FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia limited liability company (herein after "Fourth Quarter"), by and through their authorized representatives. The property subject to this Agreement shall be referred to as the "the Annexed Area" and consists of that property annexed into and lying within the City limits of North Port, Florida.

### RECITALS

WHEREAS, the City, WVID and Fourth Quarter recognize the following:

- (a) The parties acknowledge that the principle set forth herein have been agreed to and will provide the basis for the development of a written agreement between the parties to be drafted cooperatively by the parties and their representatives otherwise to be known as the Post Annexation Agreement "PAA";
- (b) These principles have been negotiated in good faith by the respective parties and their representatives over the past several years. All parties acknowledge that they have been represented by attorneys and experts during this process;
- (c) The parties acknowledge part of the basis for this agreement is the original annexation ordinances for the Thomas (f/k/a Taylor) Ranch, including Exhibit "D".
- (d) The parties acknowledge that the City's comprehensive plan, together with land development regulations, imposed further exactions upon WVID and Fourth Quarter for the development of the Annexed Area;
- (e) The parties acknowledge the principles of agreement are also based on the concept that the development must pay its proportionate fair share for the City's costs to support the new development and that the exactions addressed herein represent the development's proportionate fair share of such costs;
- (f) The parties acknowledge and agree that the Post Annexation Agreement shall be completed and presented to the North Port City Commission for approval no later than October 1, 2006, upon the basis of these General Principles of Agreement. This Agreement shall remain in effect until the adoption of the PAA;

- (g) The parties further agree that the separate Utilities Agreement between these parties shall be executed by September 11, 2006 .
- (h) Execution of the Agreement satisfies the PAA requirements for certain conditions in the approved WVID projects consisting of: Index Map/Pattern Book, Divosta (Village C) Village District Pattern Plan (VDPP) and subdivision plans, and Gran Paradiso (Village A) VDPP and subdivision plans.
- (i) The parties agree that the principles in this agreement are based on the impact fees recommended in the final Duncan Report. If any reductions in impact fees from those recommended in the final Duncan Report occur after the adoption of this agreement and prior to adoption of the final Post-Annexation Agreement, the principles affected by the changed impact fees may be renegotiated.

**NOW THEREFORE**, in consideration of the mutual covenants entered into between the parties and in consideration of the benefits to accrue to each, it is agreed as follows:

**I. FIRE & EMS**

**1. FIRE STATIONS**

1.1 WVID agrees to adapt the City-provided prototype design plans of the then current standard fire station, prepare Site and Development Plans, process permits and construct and equip at its own cost, up to three (3) fire stations and/or substations within the WVID. The City of North Port Fire Chief will approve all reasonable aspects of design, construction and equipping these stations, including the number of stations needed and at what point in the development the construction of these stations will be required. Design for all stations shall be consistent with the Index Map and Pattern Book and the applicable VDPPs.

**2 FIRE STATION #1**

2.1 Station #1 design shall be similar to the then current standard for City fire stations. Station #1 shall be equipped with one fire truck, one brush truck and one ambulance or a combination of equipment as specified by the Fire Chief of equal or less cost than one fire truck, one brush truck and one ambulance. The City agrees to allow fire substation #1 to be moved to the north side of U.S. 41 with such final location to be approved by the North Port Fire Chief and the North Port City Commission.

**2.2 Construction Schedule – Fire Station #1**

2.2.1 City will provide the then current standard fire station plans to WVID by January 1, 2007. WVID agrees to start permitting the first fire station by July 1, 2007.

2.2.2 WVID agrees to order equipment as outlined in 2.1 for the first fire station by January 1, 2008.

2.2.3 WVID agrees to transmit the sum of Seven Hundred and Fifty Thousand (\$750,000) Dollars to the City for miscellaneous costs for fire station #1 by July 1, 2008.

2.2.4 WVID agrees to begin construction of the first substation by July 1, 2008 provided that the City of North Port Staff completes their review in a timely manner.

2.2.5 WVID agrees to complete construction of the first substation by July 1, 2009 provided that the City of North Port Staff completes their review in a timely manner.

3. PLANS FOR CONSTRUCTION

3.1 The City will timely provide all plans for construction of all fire stations located within the WVID.

4. VEHICLES AND EQUIPMENT – STATIONS #2 AND #3

4.1 Fire Station #2. WVID shall provide at its cost, one fire truck, one ambulance and one command vehicle or a combination of equipment as specified by the Fire Chief of equal or less cost than one fire truck, one ambulance and one command vehicle.

4.2 Fire Station #3. If necessary, WVID shall design, construct, and equip Fire Station # 3. If needed, WVID shall equip Fire Station #3 by providing at its cost, one fire truck, and one ambulance or a combination of equipment as specified by the Fire Chief of equal or less cost than one fire truck and one ambulance. Additionally, WVID shall provide at its cost reserve vehicles, if needed, consisting of one fire truck and one ambulance. Said reserve vehicles must be stationed in the WVID.

5. REIMBURSEMENTS

5.1 WVID shall be eligible for reimbursement of all costs associated with site plan approval, constructing, and equipping each station, only from fire/EMS impact fees collected within the WVID and only up to the amount received by the City. Reimbursements shall continue to be paid quarterly until the entire cost is reimbursed but not more than the entire fire/EMS impact fees collected within the WVID. There shall be no reimbursement for the cost of land dedicated for these facilities.

5.2 WVID shall not be entitled to interest accrued on reimbursed impact fees.

6. DEDICATION

6.1 Once completed, the land, buildings and equipment for each fire substation will be dedicated to the City upon demand, at no cost to the City.

7. ADDITIONAL EQUIPMENT

7.1 At such time as the commercial and/or residential development within the WVID necessitates, an aerial apparatus will be provided by WVID upon request of the North Port City Fire Chief. The purchase of this equipment will also be impact fee reimbursable.

8. IMPACT FEES

8.1 At sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through Fire/EMS Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices. At the time for reimbursement of impact fees upon the completion of fire stations 1, 2, and 3, City shall be obligated to reimburse to WVID all Fire/EMS impact fees paid and collected within the WVID up to the amount of each station.

**II. LAW ENFORCEMENT**

- 1 WVID agrees to design and construct at its own cost, as part of the fire station #2, an approximately 1,500 square feet police substation. WVID also agrees to equip at its own cost the substation with the items reasonably expected at a similarly sized substation, and to dedicate the substation as a part of fire station #2, at its completion, at demand of the City.
2. WVID agrees to pay the sum of Five Hundred and Sixteen Thousand (\$516,000) Dollars for five (5) vehicles and miscellaneous costs upon demand of the City.
3. WVID shall be eligible for reimbursement of all costs associated with the law enforcement exactions listed in II.1 and II.2, only from law enforcement impact fees collected within the WVID. Reimbursement for the exactions listed in II.1 shall be made upon completion of the substation and reimbursement of the exactions listed in II.2 shall be made upon issuance of the building permit for the 13,000<sup>th</sup> residential unit. The time for the reimbursement of the exactions listed in II.2 is based on the existing level of service for law enforcement and, if the then adopted law enforcement level of service changes through comprehensive plan

amendments or otherwise, the timing of the reimbursement may be renegotiated to reflect the adopted level of service. If, at the time of either of these reimbursements, the law enforcement impact fees collected are not sufficient to reimburse the WVID for all of the law enforcement exactions associated with the reimbursement, the City will continue to reimburse the WVID quarterly until all the costs have been reimbursed but only up to the amount collected by the City. There shall be no reimbursement for the cost of land dedicated for these facilities.

4. At the sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through Law Enforcement Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices. At the time for reimbursement of impact fees as contemplated by II.3, City shall be obligated to reimburse to WVID all law enforcement impact fees paid and collected within the WVID up to the amount of each reimbursement. Notwithstanding the provisions of II.4, City may use a pro-rata share by population of the WVID law enforcement impact fees for city wide law enforcement infrastructure consistent with applicable City ordinances, laws, and practices, which will not be subject to reimbursement.

### **III. PARKS AND RECREATION**

#### **1. DEDICATION**

- 1.1 WVID shall dedicate sixty-three (63) acres of community park land shown on the West Villages Index Map, as amended (amended map to be submitted prior to October 1, 2006), within six (6) months of execution of the Post Annexation Agreement.

#### **2. COMMUNITY PARK EXACTION.**

- 2.1 WVID will pay the City for the cost of master planning and design of this 63 acre park, up to Two Million (\$2,000,000) Dollars. The payment shall be made upon approval by the City of a recreation master plan and facility design contract for the master planning and design of this 63 acre park, and the amount paid shall be the amount specified in the contract.
- 2.2 WVID shall be reimbursed out of impact fees collected within the WVID for the amount paid in 2.1 above, but not to exceed Two Million (\$2,000,000) Dollars for this community park exaction at fifty (50%) percent of collections beginning at the 2,000<sup>th</sup> unit permitted, until satisfied.

#### **3. TOWN CENTER PARK #1.**

- 3.1 WVID agrees to design, construct and equip, at its own costs, Town Center Park #1 at approximately the 5,000<sup>th</sup> unit permitted.

- 3.2 After the time of completion of Town Center Park #1, the City agrees to reimburse WVID by transmitting to WVID fifty (50%) percent of quarterly park impact fees collected within WVID, up to the actual cost of improving Town Center Park #1 or up to a maximum of Two Million (\$2,000,000) Dollars, whichever is less. The requirement to reimburse any monies for Town Center Park #1 shall sunset after twenty (20) years from the execution of the PAA or when the initial bonds are paid off whichever is later.
4. TOWN CENTER PARK #2.
  - 4.1 WVID agrees to design, construct and equip at its own costs, Town Center Park #2 at approximately the 10,000<sup>th</sup> unit permitted.
  - 4.2 After the time of completion of Town Center Park #2, the City agrees to reimburse WVID by transmitting to WVID fifty (50%) percent of quarterly park impact fees collected within WVID, up to the actual cost of improving Town Center Park #2 or up to a maximum of Two Million (\$2,000,000) Dollars, whichever is less. The requirement to reimburse any monies for Town Center Park #2 shall sunset after twenty (20) years from the execution of the PAA or when the initial bonds are paid off whichever is later.
  - 4.3 The design of each Town Center Park shall be approved by the City as a part of the appropriate Village District Pattern Plan (VDPP) process for the area within which the park is to be located pursuant to the Village Index Map. This approval shall include timing of construction of the park improvements.

#### **IV. SOLID WASTE**

1. WVID agrees to pay to the City the sum of Three Hundred Eighty Thousand (\$380,000) upon demand, for the purchase of a refuse and recycling vehicle.
2. If at any time during the term of the PAA, the City out-sources refuse and recycling collection within the WVID to a third-party vendor, the City will reimburse WVID either (a) the actual cost recouped by the City from selling these vehicles, or (b) transfer these vehicles to WVID upon request. Requirement reimbursements will sunset after six (6) years.
3. After the WVID is reimbursed as provided in IV.2 above, at sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through Solid Waste Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices.

#### **V. GENERAL GOVERNMENT**

1. WVID agrees to dedicate 5 acres to the City (site to be mutually agreed upon) in the southeast Town Center Village. Prior to submission of the final VDPP for the southeast Town Center Village, the City shall identify the 5 acre site. The City shall request dedication of the 5 acre site on or before the 10,000<sup>th</sup> residential building permit. The City shall begin construction on the 5 acre site within 5 years of dedication or return the 5 acre site at no cost to WVID. The 5 acre site shall be limited to use by the City of North Port or other governmental entities as administrative offices and/or City Hall Annex. Thirty (30) days prior to filing a site and development plan for the 5 acre site, City will provide any design and/or construction plans for use of this 5 acre site to WVID for input and comment.
2. WVID agrees to a second dedication of 15 acres to the City (unless the City agrees to a smaller site) for general government uses. If the City uses the site for parking, fleet maintenance, a motor pool, indoor or outdoor storage, or similar uses, the site shall be co-located on, and in addition to, the water and waste water treatment plant sites. The City shall not use the site for a jail, juvenile detention facility, probation office, mental health facility, cell tower or other transmission tower, incinerator, landfill, recycling center, or bus transfer station. For any other uses not specifically noted above, the City shall have the option to identify the site from within any future village in the city portion of the WVID, provided the site and uses are identified prior to the submission of the final VDPP within which the site is located. The WVID shall dedicate the site at no cost to the City within sixty (60) days of adoption of the final VDPP within which the site is located. The City shall begin construction on the site within 5 years of dedication or return the site at no cost to WVID. Thirty (30) days prior to filing a site and development plan for the site, the City will provide any design and/or construction plans for use of this site to WVID for input and comment. This provision to dedicate these 15 acres shall sunset at the adoption of the final VDPP for the last village in the city portion of the WVID.
3. At sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through General Government Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices.

## **VI. DEDICATED LAND**

WVID and the City agree that, the total non-reimbursable land dedications agreed to through the PAA and the separate Utilities Agreement shall not exceed the acreage shown in the table below for each specified use:

USE	ACREAGE (AC.)
<b>FIRE &amp; EMS</b> Land (First Substation) Land (Future Stations)	5.0 4.0
<b>LAW ENFORCEMENT</b>	0.5
<b>PARKS AND RECREATION</b> 63 Acre Park Town Center Parks	63.0 133.0
<b>GENERAL GOVERNMENT</b> City Hall Annex General Government	5.0 15.0
<b>SOLID WASTE</b>	0
<b>UTILITIES</b> Water Treatment Plant (2 MGD expandable to 4 MGD) Wastewater Treatment Plant (5 MGD expandable to 6 MGD) Pump Station (2.5 acres)	Acreage is design-dependent and will be determined by City of North Port Utilities Department and WVID, ..
<b>TOTAL ACREAGE</b>	Shall not be greater than 392.5

CITY OF NORTH PORT, FLORIDA

By: Rue S. Berryman  
RUE S. BERRYMAN, COMMISSION CHAIR

Date: 6-27-06, 2006

WEST VILLAGES IMPROVEMENT DISTRICT

By: [Signature]

Date: 6/27, 2006

FOURTH QUARTER PROPERTIES XXXII, LLC

By: [Signature]  
J. BRUCE WILLIAMS, JR.

Date: 6/26, 2006

ATTEST:

[Signature]  
HELEN RAIMBEAU, CMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
ROBERT K. ROBINSON,  
CITY ATTORNEY

FIRST AMENDMENT

TO

GENERAL PRINCIPLES OF AGREEMENT

This First Amendment (the "First Amendment") shall be effective as of the 9<sup>th</sup> day of June, 2008 and is being entered into by and between the City of North Port, Florida, an incorporated municipality, (hereinafter referred to as the "City"), the West Villages Improvement District, an independent special district of the State of Florida (hereinafter referred to as "WVID") and Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Fourth Quarter"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

Whereas, on June 26, 2006, the Parties entered into the General Principles of Agreement (hereinafter referred to as the "Agreement"); and

Whereas, the Parties intend by this First Amendment to amend the Agreement as herein specified.

Now, therefore, for and in consideration of the mutual understandings set forth herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated herein by this reference.

**SECTION 2. AMENDMENTS.** The Agreement is hereby amended as follows:

(A) In Section I, titled "FIRE & EMS", the deadline date set forth in subsections 2.2.2, 2.2.3 and 2.2.4 is deleted and inserted in lieu thereof is the new deadline date of July 1, 2009 and the date set forth in subsection 2.2.5 is deleted and inserted in lieu thereof is the new date of July 1, 2010.

(B) In Section III, titled "PARKS AND RECREATION", the provisions of subsection 2.1 are deleted in their entirety and inserted in lieu thereof is the following:

2.1 - WVID will pay up to two million dollars (\$2,000,000.00) for the cost of doing the master planning and design of the sixty-three (63) acre park. Said master planning and design shall be done by consultants engaged by WVID provided that any consultant engaged by WVID for this purpose must be approved by the City Manager or his designee, which approval shall not be unreasonably withheld.

**SECTION 3. REAFFIRMATION.** Except as otherwise modified by this First Amendment, the terms, provisions and covenants contained in the Agreement shall continue in full force and effect.

**SECTION 4. CONSTRUCTION.** The Parties acknowledge that each has shared equally in the preparation of this First Amendment and accordingly, no Court construing this First Amendment shall construe it more strictly against one Party than the others and every covenant, term and provision of this First Amendment shall be construed simply according to its fair meaning.

**SECTION 5. COUNTERPARTS.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 6. EFFECTIVE DATE.** The Effective Date of this First Amendment shall be the date that it has been signed by all of the Parties hereto.

Executed by the City of North Port this 9<sup>th</sup> day of June, 2008.

[Seal]

CITY OF NORTH PORT, FLORIDA, an incorporated municipality

ATTEST:

By: Helen R. Rainbeam  
Print: Helen R. Rainbeam  
Title: City Clerk

By: Frank E. Towler III  
Print: Frank E. Towler III  
Title: Commissioner

Executed by WVVD this 24 day of June, 2008.

[Seal]

West Villages Improvement District, an independent special district of the State of Florida

ATTEST:

By: Tad Woodraska  
Print: Tad Woodraska  
Title: District Manager

By: Eric Anderson  
Print: ERIC ANDERSON  
Title: Chair

Executed by the Fourth Quarter this 11 day of August, 2008.

Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company

By: J. Dennis Williams III  
Print: J. Dennis Williams III  
Title: Authorized Agent

**SECOND AMENDMENT**  
TO  
GENERAL PRINCIPLES OF AGREEMENT

This Second Amendment (the "Second Amendment") shall be effective as of the <sup>23rd</sup> day of ~~February~~, 2009 and is being entered into by and between the City of North Port, Florida, an incorporated municipality, (hereinafter referred to as the "City"), the West Villages Improvement District, an independent special district of the State of Florida (hereinafter referred to as "WVID") and Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Fourth Quarter"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

Whereas, on June 26, 2006, the Parties entered into the General Principles of Agreement, and on June 9, 2008, the Parties entered into the First Amendment to the General Principles of Agreement (both of which are hereinafter collectively referred to as the "Agreement"); and

Whereas, the Parties intend by this Second Amendment to amend the Agreement as herein specified.

Now, therefore, for and in consideration of the mutual understandings set forth herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated herein by this reference.

**SECTION 2. AMENDMENTS.** The Agreement is hereby amended as follows:

(A) In Section I, titled "FIRE & EMS", the deadline date set forth in subsections 2.2.2, 2.2.3 and 2.2.4 is deleted and inserted in lieu thereof is the new deadline date of July 1, 2010 and the date set forth in subsection 2.2.5 is deleted and inserted in lieu thereof is the new date of July 1, 2011.

**SECTION 3. REAFFIRMATION.** Except as otherwise modified by this Second Amendment, the terms, provisions and covenants contained in the Agreement shall continue in full force and effect.

**SECTION 4. CONSTRUCTION.** The Parties acknowledge that each has shared equally in the preparation of this Second Amendment and accordingly, no Court constructing this Second Amendment shall construe it more strictly against one Party than the others and every covenant, term and provision of this Second Amendment shall be construed simply according to its fair meaning.

**SECTION 5. COUNTERPARTS.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 6. EFFECTIVE DATE.** The Effective Date of this Second Amendment shall be the date that it has been signed by all of the Parties hereto.

Executed by the City of North Port this 23rd day of February, 2009.

[Seal]

CITY OF NORTH PORT, FLORIDA, an incorporated municipality

ATTEST:

By: *Helen M. Rainbeau*  
Print: Helen M. Rainbeau  
Title: City Clerk

By: *[Signature]*  
Print: VALESSA A. CHAUSSON  
Title: COMMISSION CHAIR

Executed by WVID this 27 day of January, 2009.

Approved as to form and correctness  
*Robert K. Robinson*  
Robert K. Robinson

[Seal]

West Villages Improvement District, an independent special district of the State of Florida

ATTEST:

By: *Todd Wodarska*  
Print: Todd Wodarska  
Title: District Manager and Assistant Secretary

By: *[Signature]*  
Print: ERIC ANDERSON  
Title: Chairman

Executed by the Fourth Quarter this 9 day of FEBRUARY, 2009.

Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company

By: *[Signature]*  
Print: J. Brooks Williams Jr  
Title: Authorized Agent

**THIRD AMENDMENT**  
TO  
GENERAL PRINCIPLES OF AGREEMENT

This Third Amendment (the "Third Amendment") shall be effective as of the 26<sup>th</sup> day of January, 2010 and is being entered into by and between the City of North Port, Florida, an incorporated municipality, (hereinafter referred to as the "City"), the West Villages Improvement District, an independent special district of the State of Florida (hereinafter referred to as "WVID") and Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Fourth Quarter"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

R E C I T A L S

Whereas, on June 26, 2006, the Parties entered into the General Principles of Agreement, on June 9, 2008, the Parties entered into the First Amendment to the General Principles of Agreement, and on February 23, 2009 the Parties entered into the Second Amendment to the General Principles of Agreement (all of which are hereinafter collectively referred to as the "Agreement"); and

Whereas, the Parties intend by this Third Amendment to amend the Agreement as herein specified.

Now, therefore, for and in consideration of the mutual understandings set forth herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated herein by this reference.

**SECTION 2. AMENDMENTS.** The Agreement is hereby amended as follows:

(A) In Section I, titled "FIRE & EMS", the deadline date set forth in subsections 2.2.2, 2.2.3 and 2.2.4 is deleted and inserted in lieu thereof is the new deadline date of July 1, 2011 and the date set forth in subsection 2.2.5 is deleted and inserted in lieu thereof is the new date of July 1, 2012.

(B) In Section I, titled "FIRE & EMS" a new subsection 2.2.6 is added as follows: 2.2.6. "Commencing January 1, 2011, the deadline dates set forth in subsections 2.2.2 through 2.2.5, inclusive, will each be automatically delayed for one calendar year unless the North Port Fire Chief notifies the West Villages Improvement District and Fourth Quarter, in writing, before January 1, 2011, that the construction of Fire Station No. 1 and associated equipment orders and funding must proceed as then scheduled in the Agreement."

**SECTION 3. REAFFIRMATION.** Except as otherwise modified by this Third Amendment, the terms, provisions and covenants contained in the Agreement shall continue in full force and effect.

**SECTION 4. CONSTRUCTION.** The Parties acknowledge that each has shared equally in the preparation of this Third Amendment and accordingly, no Court construing this Third Amendment shall construe it more strictly against one Party than the others and every covenant, term and provision of this Third Amendment shall be construed simply according to its fair meaning.

**SECTION 5. COUNTERPARTS.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 6. EFFECTIVE DATE.** The Effective Date of this Third Amendment shall be the date that it has been signed by all of the Parties hereto.

Executed by the City of North Port this 22 day of February, 2010.

[Seal]

CITY OF NORTH PORT, FLORIDA, an  
incorporated municipality

ATTEST:

By: Helen M. Rambau  
Print: Helen M. RAMBAU  
Title: CITY CLERK

By: [Signature]  
Print: DAVID GAROFALO  
Title: COMMISSION CHAIR

Executed by WVID this 26<sup>TH</sup> day of JANUARY, 2010.

Approved as to form and correctness

[Signature]  
Robert K. Robinson

[Seal]

West Villages Improvement District, an  
independent special district of the State of  
Florida

ATTEST:

By: [Signature]  
Print: Todd Wodvaska  
Title: Secretary

By: [Signature]  
Print: ERIC ANDERSON  
Title: CHAIR

Executed by the Fourth Quarter this 8<sup>th</sup> day of FEBRUARY, 2010.

Fourth Quarter Properties XXXII, LLC, a  
Georgia limited liability company

By:   
Print: J. Bruce Williams Jr.  
Title: Authorized Representative

**FOURTH AMENDMENT**  
TO  
GENERAL PRINCIPLES OF AGREEMENT

This Fourth Amendment (the "Fourth Amendment") shall be effective as of the 30th day of January, 2012 and is being entered into by and between the City of North Port, Florida, an incorporated municipality, (hereinafter referred to as the "City"), the West Villages Improvement District, an independent special district of the State of Florida (hereinafter referred to as "WVID") and Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Fourth Quarter"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

Whereas, on June 26, 2006, the Parties entered into the General Principles of Agreement, on June 9, 2008, the Parties entered into the First Amendment to the General Principles of Agreement, on February 23, 2009 the Parties entered into the Second Amendment to the General Principles of Agreement and on January 26, 2010 entered into the Third Amendment to the General Principles of Agreement (all of which are hereinafter collectively referred to as the "Agreement"); and

Whereas, the Parties intend by this Fourth Amendment to amend the Agreement as herein specified.

Now, therefore, for and in consideration of the mutual understandings set forth herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated herein by this reference.

**SECTION 2. AMENDMENTS.** The Agreement is hereby amended as follows:

(A) In Section I, titled "FIRE & EMS", the deadline date set forth in subsections 2.2.2, 2.2.3 and 2.2.4 is deleted and inserted in lieu thereof is the new deadline date of July 1, 2013 and the date set forth in subsection 2.2.5 is deleted and inserted in lieu thereof is the new date of July 1, 2014.

(B) In Section I, titled "FIRE & EMS" subsection 2.2.6 is revised to be as follows: 2.2.6. "Commencing January 1, 2013, the deadline dates set forth in subsections 2.2.2 through 2.2.5, inclusive, will each be automatically delayed for one additional calendar year unless the North Port Fire Chief notifies the West Villages Improvement District and Fourth Quarter, in writing, before January 1, 2013, that the construction of Fire Station No. 1 and associated equipment orders and funding must proceed as then scheduled in the Agreement."

**SECTION 3. REAFFIRMATION.** Except as otherwise modified by this Fourth Amendment, the terms, provisions and covenants contained in the Agreement shall continue in full force and effect.

**SECTION 4. CONSTRUCTION.** The Parties acknowledge that each has shared equally in the preparation of this Fourth Amendment and accordingly, no Court construing this Fourth Amendment shall construe it more strictly against one Party than the others and every covenant, term and provision of this Fourth Amendment shall be construed simply according to its fair meaning.

**SECTION 5. COUNTERPARTS.** This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 6. EFFECTIVE DATE.** The Effective Date of this Fourth Amendment shall be the date that it has been signed by all of the Parties hereto.

Executed by the City of North Port this 30th day of January, 2012

[Seal]

CITY OF NORTH PORT, FLORIDA, an incorporated municipality

ATTEST:

By: Helen H. Rainbeau  
Print: Helen H. Rainbeau  
Title: City Clerk

By: Jonathan Lewis  
Print: Jonathan Lewis  
Title: CITY MANAGER

Executed by WVID this 13<sup>th</sup> day of Dec., 2011.

[Seal]

West Villages Improvement District, an independent special district of the State of Florida

ATTEST:

By: Todd Wodraska  
Print: Todd Wodraska  
Title: District Manager

By: Eric Anderson  
Print: Eric Anderson  
Title: Chair

Approved as to form and correctness  
Robert K. Robineon  
Robert K. Robineon

Executed by the Fourth Quarter this 28 day of Dec., 2011.

Fourth Quarter Properties XXXII, LLC, a  
Georgia limited liability company

By: [Signature]  
Print: J. Bruce Williams III  
Title: Authorized Representative

**FIFTH AMENDMENT**  
TO  
GENERAL PRINCIPLES OF AGREEMENT

This Fifth Amendment (the "Fifth Amendment") shall be effective as of the 25<sup>th</sup> day of MARCH, 2014 and is being entered into by and between the City of North Port, Florida, an incorporated municipality, (hereinafter referred to as the "City"), the West Villages Improvement District, an independent special district of the State of Florida (hereinafter referred to as "WVID") and Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Fourth Quarter"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

Whereas, on June 26, 2006, the Parties entered into the General Principles of Agreement, on June 9, 2008, the Parties entered into the First Amendment to the General Principles of Agreement, on February 23, 2009 the Parties entered into the Second Amendment to the General Principles of Agreement and on January 26, 2010 entered into the Third Amendment to the General Principles of Agreement, and on January 30, 2012 entered into the Fourth Amendment to the General Principles of Agreement (all of which are hereinafter collectively referred to as the "Agreement"); and

Whereas, the Parties intend by this Fifth Amendment to amend the Agreement as herein specified.

Now, therefore, for and in consideration of the mutual understandings set forth herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated herein by this reference.

**SECTION 2. AMENDMENTS.** The Agreement is hereby amended as follows:

(A) In Section I, titled "FIRE & EMS", the deadline date set forth in subsections 2.2.2, 2.2.3 and 2.2.4 is deleted and inserted in lieu thereof is the new deadline date of July 1, 2016 and the date set forth in subsection 2.2.5 is deleted and inserted in lieu thereof is the new date of July 1, 2017.

(B) In Section I, titled "FIRE & EMS" subsection 2.2.6 is revised to be as follows: 2.2.6. "Commencing January 1, 2016, the deadline dates set forth in subsections 2.2.2 through 2.2.5, inclusive, will each be automatically delayed for two additional calendar years unless the North Port Fire Chief notifies the West Villages Improvement District and Fourth Quarter, in writing, before January 1, 2016, that the construction of Fire Station No. 1 and associated equipment orders and funding must proceed as then scheduled in the Agreement."

**SECTION 3. REAFFIRMATION.** Except as otherwise modified by this Fourth Amendment, the terms, provisions and covenants contained in the Agreement shall continue in full force and effect.

**SECTION 4. CONSTRUCTION.** The Parties acknowledge that each has shared equally in the preparation of this Fourth Amendment and accordingly, no Court constructing this Fourth Amendment shall construe it more strictly against one Party than the others and every covenant, term and provision of this Fourth Amendment shall be construed simply according to its fair meaning.

**SECTION 5. COUNTERPARTS.** This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 6. EFFECTIVE DATE.** The Effective Date of this Fourth Amendment shall be the date that it has been signed by all of the Parties hereto.

Executed by the City of North Port this 25<sup>th</sup> day of MARCH, 2014.

[Seal]

CITY OF NORTH PORT, FLORIDA, an incorporated municipality

ATTEST:

By:   
Print: HELEN M. RAIMBEAU  
Title: CITY CLERK

By:   
Print: JONATHAN R. LEWIS  
Title: CITY MANAGER

Executed by WVID this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

[Seal]

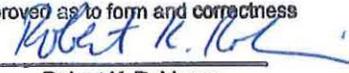
West Villages Improvement District, an independent special district of the State of Florida

ATTEST:

By:   
Print: Todd Wodraska  
Title: District Manager

By:   
Print: Peter D. Dandrea  
Title: Chairman

Approved as to form and correctness

  
Robert K. Robinson

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Executed by the Fourth Quarter this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Fourth Quarter Properties XXXII, LLC, a  
Georgia limited liability company

By:   
Print: Stanley E. Thomas  
Title: Manager