

March 17, 2017

Mr. Peter D. Lear, CPA, CGMA
Interim City Manager
City of North Port
4970 City Hall Boulevard
North Port, Florida 34286

Re: City of North Port, Florida
Atlanta Braves Spring Training Facility

Dear Mr. Lear:

We are Bond Counsel to the West Village Improvement District (the "District"), in connection with the proposed issuance of one or more bond issues (the "Bonds"). We understand that the Bonds are being issued for the purpose of financing a portion of the cost of the design, construction and equipping of a spring training facility for the Atlanta Braves (the "Project"). We also understand that the City of North Port, Florida (the "City") expects to enter into an agreement with the District to make annual payments to the District towards the Project. We expect that business terms of such agreement will largely be negotiated by the respective general counsels of the District and the City and that the District will look to us to review such agreement from a public finance perspective based on our special expertise in this area.

As you are also aware, the firm also serves the City as ongoing Disclosure Counsel. Since the District and the City will be technically adverse, it is necessary for us to obtain a conflict waiver following informed consent before proceeding.

Rule 4-1.7 of the Florida Bar Rules of Professional Conduct prohibits a lawyer from representing a client if that representation is directly adverse to the interests of another client because of the risk that the lawyer might favor one client's interests over another or might reveal or use one client's confidential information to the disadvantage of the other. In the instant case, we do not believe that our ongoing representation of the District and our representation of the City in providing ongoing Disclosure Counsel services will be materially limited by our responsibilities to the other, nor would the representation be limited by our own

Mr. Peter D. Lear, CPA, CGMA

March 17, 2017

Page 2

interests. Further, we do not believe that our representation of the District will be materially limited by our responsibilities to the District and the City.

This correspondence will confirm that the City consents to our representation of the District with regard to the Bonds, consents to our continued representation of the City in unrelated disclosure counsel matters, and waives any conflict of interest arising out of our representation of the District and the City. You are entitled and encouraged to seek independent legal counsel in reviewing this letter and any conflict, as well as your waiver of the same, before signing and returning this letter. By signing this letter below, you acknowledge that you have had full and ample opportunity to seek independent legal counsel and are waiving any existing and future conflicts of interest in the matters described above if and when they arise.

At this juncture, we do not feel comfortable proceeding without securing the consent and approval from the City relative to the conflict described above. We are in the process of obtaining a conflict waiver from the District, with respect to the delivery of the Bonds. So that we might move forward with your approval, we ask that you execute this letter and return by email or first class mail a copy of your counterpart to us for our file.

BRYANT MILLER OLIVE P.A.



Duane D. Draper, Shareholder

Accepted and Approved:

CITY OF NORTH PORT, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____, 2017

cc: Mark Moriarty, Esq., City Attorney, City of North Port, Florida

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