



Town of Southwest Ranches Comprehensive Plan Advisory Board Meeting Agenda

March 21, 2024
7:00 pm

13400 Griffin Road
Southwest Ranches, FL 33330

Board Members

Joseph Altschul
Renee Greene
Newell Hollingsworth
Lori Parrish
Robert Sirota

Council Liaison

Steve Breitkreuz

Staff Liaison

Emily Aceti

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment: Items relating to the Comprehensive Plan but not on the agenda
5. Advisory Board Orientation – Presentation by Town Clerk Debra Ruesga
6. Old Business
 - A. Approval of minutes for February 2024
 - B. Capital Improvement Element Policies 1.1-c (Tabled from February)
 - C. Wall Height Ordinance
7. New Business
8. Board Member / Staff Comments and Suggestions
9. Items for Next Meeting
 - A. Dark Skies Ordinance
10. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD OR COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches Comprehensive Plan Advisory Board Meeting Minutes

February 7, 2024
7:00 PM

Town Hall
13400 Griffin Road

Call to Order

Roll Call

Joseph Altschul – Present
Renee Greene - Present
Newell Hollingsworth – Present
Lori Parrish – Present
Robert Sirota – Present

Also present: Mayor Steve Breitkreuz, Vice Mayor David Kuczenski, Council Member Jim Allbritton, Council Member Bob Hartmann, Council Member Gary Jablonski, Town Planner Jeff Katims, Community Services Manager Emily Aceti (via phone), Ron Bergeron, Andrea Keiser, Heather Allen, Frank Saia, Lonnie Bergeron, Mohaw Gopalakrishna, Steve Waldman, Bill Barbaro, Roger and Nadine Mackintosh

Pledge of Allegiance

Motion: To approve the January meeting minutes.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>NH</i>	<i>LP</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Motion: To recommend the Town Council submit to Broward County to remove Dykes Road and SW 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and to initiate amendments to the Broward County Trafficways Plan.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>LP</i>	<i>NH</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Motion: To accept Capital Improvement Element Policy 1.1-e as amended.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>LP</i>	<i>NH</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Motion: To accept Capital Improvement Element Policy 1.2-b as amended.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>LP</i>	<i>RG</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Motion: To defer Capital Improvement Element Policy 1.1-c until March meeting.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>LP</i>	<i>RS</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Motion: To recommend the Town Council establish dates that items within the Capital Improvement Element be accomplished.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Failed</i>	<i>LP</i>						

Motion: To change the land use map designation from Agricultural to US 27 Business for the 57 acres.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>NH</i>	<i>RS</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Motion: Town table the Wall Height Ordinance.

Result	1st	2nd	JA	RG	NH	LP	RS
<i>Passed</i>	<i>RG</i>	<i>NH</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

Discussion: Dark Sky Ordinance.

Items for March Meeting

- Capital Improvement Element Policies 1.1-c
- Wall Height Ordinance
- Dark Skies Ordinance

Meeting Adjourned

CAPITAL IMPROVEMENT ELEMENT

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

RESOLUTION NO. 2016-020

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS IMPROVEMENT REVENUE BOND, SERIES 2016 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,750,000 TO FINANCE THE ACQUISITION OF CERTAIN VACANT REAL PROPERTY LOCATED WITHIN ITS MUNICIPAL BOUNDARIES; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE BOND TO TD BANK, N.A. PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND TD BANK, N.A.; APPROVING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE BOND "BANK QUALIFIED" STATUS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer has determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to finance the acquisition of certain vacant real property located within the Issuer's municipal boundaries (the "Property"); and

WHEREAS, it is determined to be in the best interest of the Borrower to issue its not to exceed \$7,750,000 Improvement Revenue Bond, Series 2016 (the "Bond") secured by a Loan Agreement between the Issuer and TD Bank, N.A. (the "Loan Agreement") to finance the acquisition of the Property; and

WHEREAS, debt service on the Bond will be secured by a covenant to budget and appropriate legally available non-ad valorem revenue of the Issuer (the "Non-Ad Valorem Revenues"); and

WHEREAS, the Non-Ad Valorem Revenues shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Bond, as the same becomes due, and to make all deposits or payments required by this Resolution and the Loan Agreement; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments under this Resolution or the Loan Agreement. The Bond shall not constitute a lien on any

property owned or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received proposals from a number of financial institutions with respect to the financing of the acquisition of the Property; and

WHEREAS, it is hereby found, determined and declared that a negotiated sale of the Bond to TD Bank, N.A. (the "Lender"), is in the best interest of the Issuer because a privately placed bank loan and consequent impact of duration of maturity of the Bond will save the Issuer considerable time and expense as compared to selling the Bond in a public sale; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Town Administrator or the Town Financial Administrator to accept the offer from the Lender to purchase the Bond at a private negotiated sale upon the terms and conditions set forth in this Resolution, the Loan Agreement and in the term sheet dated February 9, 2016 submitted by the Lender for the purchase of the Bond, a copy of which is attached hereto as Exhibit C (the "Term Sheet"); and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Bond, a disclosure statement regarding the Bond containing the information required by Section 218.385(6), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. AUTHORIZATION OF THE BOND. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as "Town of Southwest Ranches, Florida, Improvement Revenue Bond, Series 2016" is hereby authorized to be issued under and secured by this Resolution and the Loan Agreement in the principal amount of not to exceed \$7,750,000, for the purposes of (i) financing the cost of the acquisition of the Property; and (ii) paying the transaction costs associated with the Bond.

SECTION 4. AUTHORIZATION OF THE ACQUISITION OF THE PROPERTY. The financing of the acquisition of the Property is hereby approved.

SECTION 5. NEGOTIATED SALE. Because of the characteristics of the Bond, prevailing market conditions, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Bond at a private negotiated sale. Prior to the issuance of the Bond, the Issuer shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit A and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

SECTION 6. BOND AMOUNT. The amount of the Bond shall not exceed \$7,750,000. The Bond shall be made as a tax-exempt borrowing, which shall include costs of issuance incurred by the Issuer, administrative fees and other ongoing costs, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor.

SECTION 7. TERMS OF THE BOND. The Town Administrator or the Town Finance Administrator is hereby authorized to award the sale of the Bond on his determination that the Term Sheet submitted by the Lender for the purchase of the Bond, is within the following parameters: (i) the final maturity shall not be later than May 1, 2036, and (iii) the interest rate of the Bond will not exceed 4.00%. The redemption provisions, if any, relating to the Bond shall be as provided in the Loan Agreement.

SECTION 8. APPROVAL OF LOAN AGREEMENT. The Mayor or Vice Mayor, as attested by the Town Clerk and approved as to form and correctness by the Town Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Bond, to be entered into by and between the Issuer and the Bank in substantially the form as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 9. OTHER INSTRUMENTS. The Mayor, Vice Mayor, the Town Clerk, the Town Administrator, the Town Finance Administrator, the Town Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Loan Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond, this Resolution and the Loan Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Bond. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Bond is hereby approved, confirmed and ratified.

SECTION 10. ADDITIONAL INFORMATION. The Bond and Loan Agreement shall not be executed and delivered unless and until the Issuer has received all information required by Section 218.385, Florida Statutes.

SECTION 11. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Non-Ad Valorem Revenues in accordance with the terms of this Resolution and the Loan Agreement. No holder of the Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Bond, or be entitled to payment of the Bond from any funds of the Issuer except from the Non-Ad Valorem Revenues as described in this Resolution and Loan Agreement.

SECTION 12. SECTION 265 DESIGNATION OF THE SERIES 2016 BOND. The Issuer hereby designates the Bond in the amount which is issued hereunder, which shall be an amount not to exceed \$10,000,000 (which together with any previous or subsequent tax-exempt debt of the Issuer issued in the calendar year 2016 totals less than \$10,000,000) as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended. There are no entities which are subordinate to or which issue obligations on behalf of the Issuer. The Issuer hereby covenants and agrees not to take any action or to fail to take any action if such action or failure would cause the Bond to no longer be a "qualified tax-exempt obligation."

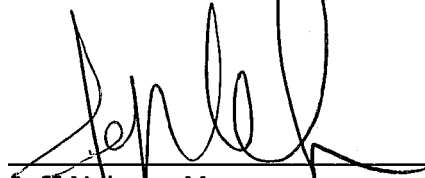
SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
Florida, this 18th day of February, 2016, on a motion by C/m Breitkreuz, and
seconded by v/m McKay.

Nelson Ayes
Fisikelli Ayes
Breitkreuz Ayes
Jablonski Ayes
McKay Ayes

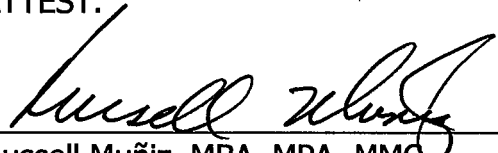
Ayes 5
Nays 0
Absent 0
Abstaining 0



Jeff Nelson, Mayor

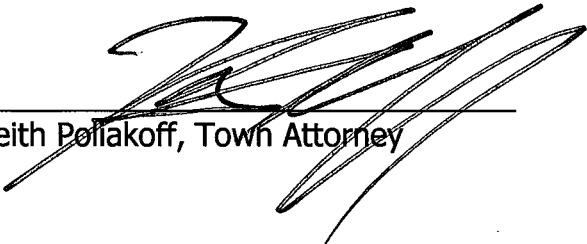
(SEAL)

ATTEST:



Russell Muñiz, MBA, MPA, MMC,
Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS



Keith Poliakoff, Town Attorney

EXHIBIT A

FORM OF PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the Town of Southwest Ranches, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Town of Southwest Ranches, Florida Improvement Revenue Bond, Series 2016 (the "Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Bond, is relying on Arnstein & Lehr LLP ("Bond Counsel" and "Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement, dated as of March 1, 2016, by and between the Issuer and the Purchaser (the "Loan Agreement").

We are aware that investment in the Bond involves various risks, that the Bond is not a general obligation of the Issuer and that the payment of the Bond is secured solely from the sources described in the Loan Agreement (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Bond and can bear the economic risk of our investment in the Bond.

We acknowledge and understand that the Loan Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and we are purchasing the Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Bond may not be transferred without the filing of an investor letter from the new purchaser.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as

contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this _____ day of March, 2016.

TD BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, has negotiated with the Town of Southwest Ranches, Florida (the "Issuer") for the private purchase of its Improvement Revenue Bond, Series 2016 (the "Bond") in the principal amount of \$_____. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

 Purchaser Counsel Fees – \$_____

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.00.

4. The management fee to be charged by the Purchaser is \$0.00.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to finance the acquisition of certain capital projects, including park improvements.

Unless earlier redeemed, the Bond is expected to be repaid by May 1, 2036; at a fixed interest rate of ____%, total interest paid over the life of the Series 2016 Bond is estimated to be \$_____.

The Bond will be payable solely from the Non-Ad Valorem Revenues, as such

term is defined in Loan Agreement, dated as of June 1, 2016, between the Issuer and the undersigned (the "Loan Agreement"). Issuance of the Bond is estimated to result in an annual average of approximately \$_____ of Non-Ad Valorem Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Bond.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
5900 North Andrews Avenue, 2nd Floor
Fort Lauderdale, Florida 33309

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this _____ day of March, 2016.

TD BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT C
TERM SHEET

See attached



Bank

America's Most Convenient Bank®

February 9th, 2016

Mr. Andy Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road, Southwest Ranches, Florida 33330
954-434-0008
aberns@swranches.org

RE: TD Bank Proposal - \$7.75 Million Bank Loan, Series 2016

Dear Mr. Berns:

The Town has provided us with certain information regarding its needs for new financing and the refunding of its Series 2001 Town debt. In connection therewith, we are pleased to submit our proposal to provide the credit accommodations (the "Credit Accommodations") described on the attached Term Sheet for the Town's consideration.

The structure of the proposed Credit Accommodation(s) is outlined in the attached Term Sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. The Bank shall not be liable to the Town or any other person for any losses, damages or consequential damages which may result from the Town's reliance upon this proposal letter or the proposed Credit Accommodations, the proposed Term Sheet or any transaction contemplated hereby.

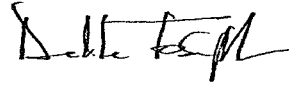
This letter, along with the proposed terms and conditions, are delivered to the Town for its confidential use and evaluation, and shall not be disclosed by the Town except (i) as may be required to be disclosed in any legal proceeding or as may otherwise be required by law and (ii) on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

If this proposal meets your approval and you would like the Bank to proceed with its formal credit investigation, underwriting and approval process, please return a copy of this letter countersigned by you before the close of business on February 19, 2016.

We appreciate the opportunity to provide the Town with this proposal and look forward to working with you on successfully completing this transaction. If you have any questions or comments on the terms of this letter, please do not hesitate to call me at 305-441-5692.

Very truly yours,

TD BANK, N.A.



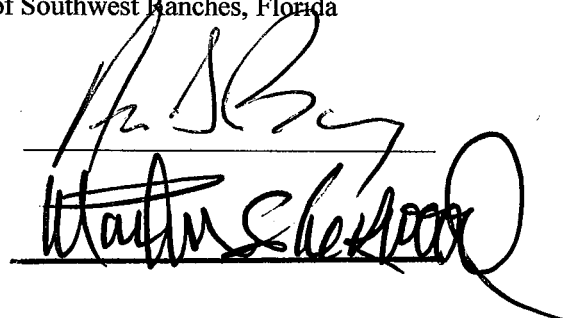
By: _____
Delle Joseph, CPA
Vice President, SFL Municipal Lending

The proposal is hereby accepted:

Borrower:

Town of Southwest Ranches, Florida

By:



THIS LETTER MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH, WHEN TAKEN TOGETHER, SHALL CONSTITUTE ONE AGREEMENT.

TD BANK, N.A. ("BANK")
TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED
FEBRUARY 9TH, 2016

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. Loan.


- (a) Borrower(s): Town of Southwest Ranches, Florida
- (b) Guarantor: N/A
- (c) Facility: Bank Qualified, Tax Exempt Bond
- (d) Purpose: To finance the acquisition of certain land within the Town's boundaries that will be developed into public parks or other public uses by the Town in the future.
- (e) Amount: Up to \$7,750,000 ("Series 2016 Bonds")
- (f) Collateral: The payment of the principal of and interest on the Facility shall be secured by a pledge of Town to budget & appropriate from the Non-Ad valorem revenues, by amendment if required, for the ongoing debt service payment under the Loan (Pledged Revenues).
- (g) Maturity: The earlier of 20 years from Closing Date or May 1st, 2036.
- (h) Repayment Terms: First Five (5) years will be "Interest-Only" followed by straight line principal amortization over the remaining 15 years of the Facility Term.


Principal shall be payable semi-annually, commencing on November 1, 2021, and interest shall be payable semi-annually, on each May 1 and November 1, commencing on November 1, 2016 on a 30/360-day count basis, with a final maturity of May 1st, 2036.

Bank Call Option: Loan Facility will be subject to a Bank Call Option on the 15th anniversary of Facility Closing Date whereby Bank can put back Note on Borrower at the Bank's sole discretion under a 90-day Bank Advance Notice.

- (i) Interest Rate: **BANK QUALIFIED INDICATIVE FIXED RATE**

Indicative Fixed Rate for the Loan Term duration at 3.29% as of 2/17/2016.

2/18/2016 
AS

3.25% 

The quoted Fixed rate of interest is calculated based on the greater of:
A: (67% of the prevailing 10-yr Treasury Rate) plus 204 basis points; or
B: (67% of the prevailing 10-yr year H-15 Swap Rate) plus 210 basis points as publicized by the US Federal Reserve Board through the following website:

H-15 Source: <http://www.federalreserve.gov/release/h15/update/>

Rate Lock Option: Proposed Rate can be held till closing for Borrower. Borrower will have to advise the Bank of its intention to award the transaction to Bank within 3 days of proposal submission. Borrower may also be asked to sign a rate lock in agreement which will be null and void if Town Council does not ultimately approve the loan.

(j) Prepayment Premium:

No prepayment penalty during the Term of the Loan.

(k) Default Rate of Interest:

The "default rate of interest" shall be six (6) percentage points in excess of the prime rate of interest upon the occurrence of the event of default.

(l) Late Charges:

If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

(m) Event of Default:

Events of default will include but not be limited to the following:

- a. Breach of representation or warranties
- b. Violation of covenants
- c. Bankruptcy or insolvency.
- d. Final non-appealable judgement against the Town in the amount of \$10,000,000
- e. Payment default

2. Fees and Expenses:

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The Town's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Lender and the Lender's counsel. The Town agrees to pay all legal fees and expenses of the lender associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a maximum time basis not to exceed \$5,000.

3. Legal Opinions:

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation,

organizational documents, laws and material agreements; and (4) Facility Bank Qualified and Tax Exempt.

4. Financial Reporting:

a) Borrower(s) shall furnish the following financial reports:

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annually	Within 210 days after the end of the Town's fiscal year
Annual Budget	Annually	Within 60 days after its adoption

b) The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

5. Financial Covenant:

Anti-Dilution Test of 1.30x minimum to be tested annually using the Town's comprehensive annual financial report.

The Anti-Dilution Test shall be defined as: Average Non Ad Valorem Revenues for prior two years, less the amount of Essential Services that is not covered by Ad-Valorem revenues, shall provide a minimum annual debt service coverage of 1.30x on Borrower's debt secured by Non-Ad Valorem revenues. Essential services are defined as General Government and Public Safety expenses.

Additional bond test based on the same Anti-Dilution test formula, as modified above, shall be set at 1.50x.

This same Anti-Dilution Test formula, as modified above, will apply for the 2011 and 2013 Loan Series. Bank hereby acknowledges that any scheduled balloon payment under the Bank's Facility shall have no impact on the Maximum Annual Debt Service for this Facility, which should be based on the entire underlying 20-year amortization of the Facility.

5. Other Conditions:

- a. No Material Adverse Change to the Borrower prior to closing.
- b. Borrower agrees to have all loan payments be settled via auto debit through a TD Bank Account.
- c. Proceeds of the Loan Facility hereunder shall also be used to pay off the Town's existing \$1.64MM Loan, Series 2001 that was issued via the League of Cities.
- d. Borrower shall comply with all laws applicable to its operations.
- e. Documents shall include taxability language allowing for a higher taxable loan rate should the IRS, or a court of competent jurisdiction, deem the Loan to be a taxable facility.
- f. The applicable indicative Taxable Rate, should be the Facility be deemed to Taxable, shall be the product of the Bank Qualified Tax Exempt rate for the Loan divided by a factor of 67%.
- g. Borrower covenants and agrees that documents will include language stipulating that the Loan

Facility and all existing and future debt secured by the Pledged Revenues of the Town will be on parity with no preference given to any particular issuance.

- h. The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- i. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- j. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
- k. All other standard terms & conditions including acceleration rights during an event of default.
- l. Patriot Act Notice. Lender is subject to the requirements of USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act"), and hereby notifies the Borrower and Guarantor (if any) that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the names and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

Estimated Amortization Table (Town of Southwest Ranches, FL)

Initial Data	(Term : 20 yr)	BRR: 2A
BOND DATA		
Bond Amount:	\$7,750,000.00	
Annual interest rate:	3.25%	
Term in years:	20	
Payments per year:	2	
First payment due:	11/1/2016	
PERIODIC PAYMENT		

Table Estimated Annual Payment on Loan:

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Semi-Annual Payment
1	11/1/2016	7,750,000.00	125,937.50		7,750,000.00	125,937.50
2	5/1/2017	7,750,000.00	125,937.50		7,750,000.00	125,937.50
3	11/1/2017	7,750,000.00	125,937.50		7,750,000.00	125,937.50
4	5/1/2018	7,750,000.00	125,937.50		7,750,000.00	125,937.50
5	11/1/2018	7,750,000.00	125,937.50		7,750,000.00	125,937.50
6	5/1/2019	7,750,000.00	125,937.50		7,750,000.00	125,937.50
7	11/1/2019	7,750,000.00	125,937.50		7,750,000.00	125,937.50
8	5/1/2020	7,750,000.00	125,937.50		7,750,000.00	125,937.50
9	11/1/2020	7,750,000.00	125,937.50		7,750,000.00	125,937.50
10	5/1/2021	7,750,000.00	125,937.50		7,750,000.00	125,937.50
11	11/1/2021	7,750,000.00	125,937.50	258,333	7,491,666.67	384,270.83
12	5/1/2022	7,491,666.67	121,739.58	258,333	7,233,333.33	380,072.92
13	11/1/2022	7,233,333.33	117,541.67	258,333	6,975,000.00	375,875.00
14	5/1/2023	6,975,000.00	113,343.75	258,333	6,716,666.67	371,677.08
15	11/1/2023	6,716,666.67	109,145.83	258,333	6,458,333.33	367,479.17
16	5/1/2024	6,458,333.33	104,947.92	258,333	6,200,000.00	363,281.25
17	11/1/2024	6,200,000.00	100,750.00	258,333	5,941,666.67	359,083.33
18	5/1/2025	5,941,666.67	96,552.08	258,333	5,683,333.33	354,885.42
19	11/1/2025	5,683,333.33	92,354.17	258,333	5,425,000.00	350,687.50
20	5/1/2026	5,425,000.00	88,156.25	258,333	5,166,666.67	346,489.58
21	11/1/2026	5,166,666.67	83,958.33	258,333	4,908,333.33	342,291.67
22	5/1/2027	4,908,333.33	79,760.42	258,333	4,650,000.00	338,093.75
23	11/1/2027	4,650,000.00	75,562.50	258,333	4,391,666.67	333,895.83
24	5/1/2028	4,391,666.67	71,364.58	258,333	4,133,333.33	329,697.92
25	11/1/2028	4,133,333.33	67,166.67	258,333	3,875,000.00	325,500.00
26	5/1/2029	3,875,000.00	62,968.75	258,333	3,616,666.67	321,302.08
27	11/1/2029	3,616,666.67	58,770.83	258,333	3,358,333.33	317,104.17
28	5/1/2030	3,358,333.33	54,572.92	258,333	3,100,000.00	312,906.25
29	11/1/2030	3,100,000.00	50,375.00	258,333	2,841,666.67	308,708.33
30	5/1/2031	2,841,666.67	46,177.08	258,333	2,583,333.33	304,510.42
31	11/1/2031	2,583,333.33	41,979.17	258,333	2,325,000.00	300,312.50
32	5/1/2032	2,325,000.00	37,781.25	258,333	2,066,666.67	296,114.58
33	11/1/2032	2,066,666.67	33,583.33	258,333	1,808,333.33	291,916.67
34	5/1/2033	1,808,333.33	29,385.42	258,333	1,550,000.00	287,718.75
35	11/1/2033	1,550,000.00	25,187.50	258,333	1,291,666.67	283,520.83
36	5/1/2034	1,291,666.67	20,989.58	258,333	1,033,333.33	279,322.92
37	11/1/2034	1,033,333.33	16,791.67	258,333	775,000.00	275,125.00
38	5/1/2035	775,000.00	12,593.75	258,333	516,666.67	270,927.08
39	11/1/2035	516,666.67	8,395.83	258,333	258,333.33	266,729.17
40	5/1/2036	258,333.33	4,197.92	258,333	0.00	262,531.25

Bank Call Option Date

Leonard K. Samuels
(954) 712-5142
lsamuels@bergersingerman.com

January 7, 2016

VIA E-MAIL AND HAND DELIVERY

Keith Poliakoff, Esq.
Arnstein & Lehr LLP
200 East Las Olas Blvd., Ste. 1700
Fort Lauderdale, Florida 33301

Re: *City of Pembroke Pines v. Corrections Corporation of America, Inc.*
Case No.: CACE12-007337 Div 25

Dear Keith:

By letter dated November 11, 2015, Corrections Corporation of America (“CCA”) notified you, as the attorney for the Town of Southwest Ranches (the “Town”), that CCA was considering a proposal to sell the property owned by CCA located in the Town (the “CCA Site”) to the City of Pembroke Pines (the “City”). This letter followed a courtesy call from CCA to Mayor Nelson to advise the Town of CCA’s intention to sell the CCA Site.

The purpose of this letter is to notify you that on January 6, 2016, the City Commission for the City voted to approve the City’s purchase of the CCA Site from CCA for \$8,100,000. A copy of the Agreement for Purchase and Sale of Real Property (“Purchase Agreement”) which was approved by the City is attached. The Purchase Agreement is being provided to you, as the attorney for the Town, pursuant to Section 10(c) of the Agreement between the Town of Southwest Ranches and Corrections Corporation of America dated July 18, 2005 (the “Agreement”). Pursuant to Section 10(c) of the Agreement, the Town has sixty (60) days, or until March 7, 2016, to match the terms of the City’s offer to purchase the CCA site. If the Town fails to match the offer within such sixty (60) day time period, CCA may proceed with the sale of the CCA Site to the City. This notice is being provided by CCA without any acknowledgement that Section 10 (c) of the Agreement applies or that the Town actually holds a right of first refusal under the Agreement.

Do not hesitate to contact me if you have any questions.

Sincerely,

Berger Singerman LLP


Leonard K. Samuels

6869108-2

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

between

Corrections Corporation of America, a Maryland corporation, as "Seller"

and

**The City of Pembroke Pines, a municipal corporation of the State of Florida, as
"Purchaser"**

for

+/- 24.4373 Acres, Southwest Ranches, Broward County, Florida

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Exhibits

Exhibit A	Legal Description
Exhibit B	Form of Special Warranty Deed
Exhibit C	Seller's Affidavit
Exhibit D	Certificate of Non-Foreign Status
Exhibit E	Release

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into this _____ day of January, 2016, by and between Corrections Corporation of America, a Maryland corporation, with an address at 10 Burton Hills Boulevard, Nashville, TN 37215 ("Seller"), and The City of Pembroke Pines, a municipal corporation of the State of Florida, with an address at 10100 Pines Boulevard, Pembroke Pines, FL 33026 ("Purchaser").

RECITALS

A. Seller owns the fee simple interest in certain real estate consisting of approximately 24.4373 acres located in the Town of Southwest Ranches, Broward County, Florida.

B. Purchaser desires to purchase the Property (as defined in Section 4 below) from Seller and Seller desires to sell the Property to Purchaser on the terms and conditions set forth in this Agreement.

C. The parties agree that Seller will dismiss all claims asserted in that certain action entitled Corrections Corporation of America v. City of Pembroke Pines, Case No. 4D14-4815, currently pending in the Fourth District Court of Appeal of Florida (the "Litigation"), and that the parties will mutually release one another from all claims and causes of action asserted in the Litigation.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained in this Agreement as well as other good and valuable consideration, Purchaser and Seller agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Agreement by reference.

2. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date upon which the last of Seller and Purchaser shall have signed this Agreement or initialed any changes thereto.

3. Agreement to Buy and Sell. Subject to all the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller on an "as is" basis all of Seller's right, title and interest in and to the Property (as defined in Section 4 below). As a material part of the consideration for this Agreement, Purchaser agrees with Seller that Purchaser is purchasing the Property only to the extent of the right, title and interest of Seller therein in "AS IS, WHERE-IS" condition, with all faults and defects, latent and patent, and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of the Seller, other than any representations and warranties specifically contained in this Agreement.

4. Property. The property which is the subject of this Agreement consists of the following (the "Property");

4.1 the fee simple good, marketable and insurable title to the real property described in **Exhibit A** attached hereto and incorporated into this Agreement (the "**Land**");

4.2 all of the rights, privileges, easements, servitudes, tenements, hereditaments, rights-of-way (including public and private vehicular and pedestrian rights-of-way), riparian and other water rights, air rights, subsurface rights, lands underlying any adjacent public streets or roads to the centerlines thereof, stone, rock, sand, oil, gas, mineral and other hydrocarbon substances on or under the Land, and all appurtenances accruing or in any way belonging or appertaining to the Land; and

4.3 all right, title, and interest of Seller in and to all sewage treatment, water and other utility capacities to serve the Land, hereditaments, rights, interests and privileges, if any, to the extent the same are transferable by Seller.

5. Deposit.

5.1 Upon receipt of a copy of this Agreement executed by Seller and Purchaser, and as a condition precedent to the effectiveness of this Agreement, Purchaser shall deposit in escrow with Goren, Cherof, Doody & Ezrol, P.A. (the "**Escrow Agent**") the sum of Five Hundred Thousand Dollars (\$500,000.00) in immediately available funds which shall be held as an earnest money deposit under this Agreement (together with interest earned thereon, if any, the "**Deposit**"). Purchaser understands, acknowledges and agrees that unless Purchaser terminates this Agreement by providing notice pursuant to Section 28 during the Due Diligence Period provided in Section 9, the Deposit is non-refundable for any reason except Seller's failure to close or as otherwise specifically provided in this Agreement. The Deposit shall be held by Escrow Agent and may be drawn upon in accordance with the provisions of this Agreement. The Deposit shall be paid to Seller and credited against the Purchase Price at Closing.

5.2 If the Deposit is not timely delivered by Purchaser to Escrow Agent, this Agreement shall automatically terminate. Upon such termination, neither Seller nor Purchaser shall have any further obligation or liability to the other under this Agreement except as otherwise expressly provided in this Agreement.

5.3 If Purchaser properly terminates this Agreement in accordance with Section 7, any Deposit delivered by Purchaser to Escrow Agent pursuant to Section 5.1 shall be delivered to Purchaser. If Purchaser does not terminate this Agreement in accordance with Section 7, the Deposit shall be non-refundable, except as otherwise specifically provided in this Agreement.

6. Purchase Price.

6.1 Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property for a total purchase price of EIGHT MILLION ONE HUNDRED THOUSAND DOLLARS (\$8,100,000.00) (the "**Purchase Price**") The Purchase Price is subject to prorations and adjustments as provided in this Agreement.

6.2 Purchaser represents and warrants that this Agreement and Purchaser's obligations under this Agreement are not and will not be subject to or contingent upon Purchaser

securing financing for the acquisition of the Property. Purchaser understands that Purchaser will be obligated to pay "all cash" at Closing. Purchaser will be solely responsible for making Purchaser's own financial arrangements.

7. Title.

7.1 At Closing, subject to the provisions of this Agreement and except as otherwise provided in this Agreement, Seller shall cause the Property to be free and clear of all liens with the exception of those matters set forth on the Title Commitment (as defined below) and which are not Title Defects (as defined below).

7.2 On the Effective Date, Seller shall provide Purchaser with a copy of Seller's existing owner's title insurance policy (the "**Owner Policy**"). Purchaser shall, at Purchaser's sole cost and expense, obtain a commitment for an ALTA owner's policy of title insurance, including hard copies of all title exceptions, issued by a title company chosen by Purchaser ("**Title Company**"), proposing to insure Purchaser's title to the Property in the amount of the Purchase Price (the "**Title Commitment**"). Purchaser shall have twenty (20) days from the date Seller provides Purchaser with the Owner Policy (the "**Title Review Period**") to review the Title Commitment and notify Seller in writing ("**Title Objection Notice**") of any objections Purchaser may to any title exceptions reported in the Title Commitment that affect marketability and render title to the Property other than marketable (the "**Title Defects**"). Purchaser agrees that Purchaser does not have a right to object to any matters on the Title Commitment other than matters which affect marketability and/or insurability of the Property. Purchaser shall notify Seller in writing prior to the expiration of the Title Review Period specifying the Title Defects and the curative action required to render such matters acceptable to Purchaser. If Purchaser fails to deliver the Title Objection Notice as provided in this Section 7.2, Purchaser will be conclusively deemed to have approved title to the Property as shown in the Title Commitment, and all such matters shown in Schedule B, Section 2 of the Title Commitment will be considered permitted encumbrances. In the event Purchaser provides the Title Objection Notice, Seller shall have up to and including the Closing Date within which to cure or remove such Title Defects. If Seller is unable or unwilling to cure or remove the Title Defects by the Closing Date, Purchaser may either: (i) accept the title to the Property as it then is without reduction in the Purchase Price and without any claim against Seller therefore; or (ii) demand a refund of the Deposit, which shall forthwith be returned to Purchaser by Escrow Agent, and thereafter Purchaser and Seller shall be released from all further obligations under this Agreement except those which specifically survive termination. If Purchaser fails to demand a return of the Deposit, within the time period set forth herein, Purchaser shall be deemed to have elected to accept the title to the Property. Notwithstanding anything to the contrary set forth in this Section 7, if title to the Property is unmarketable because of unpaid taxes and/or liens or other amounts in a liquidated amount that can be released if satisfied by the payment of money alone and such amount is equal to or less than the net proceeds payable to Seller at Closing, Price, then Purchaser shall accept title to the Property as it then is and, at the time of the Closing under this Agreement, such unpaid taxes and/or liens or other amounts shall be paid from the Closing proceeds, and the amount due Seller shall be reduced by such amount, or Seller shall remove the same by statutory permitted bond. Seller shall not be obligated to initiate litigation or incur any expense to clear title to the Property or otherwise be obligated to clear title to the Property, except as otherwise specifically stated above.

7.3 If at any time subsequent to the delivery of the Title Commitment and termination of the Title Review Period, but prior to the Closing of this transaction, title to the Property is found to be subject to additional exceptions filed of record after the effective date and time of the Title Commitment ("**Additional Title Defects**"), Purchaser shall give written notice of such Additional Title Defects to Seller prior to the Closing Date. Any Additional Title Defects created by, through or under Seller shall be removed of record by Seller through commercially reasonable efforts and, if necessary, Closing shall be delayed by a period not to exceed sixty (60) days to allow such removal. Notwithstanding the foregoing, Seller shall not be obligated to initiate litigation or incur any expense to remove and/or correct Additional Title Defects or otherwise be obligated to remove or correct Additional Title Defects. If such Additional Title Defects are not corrected within such sixty (60) day or other time period, then Purchaser shall have the same options upon receipt of written notice from Seller as Purchaser has been granted in Section 7.2 as if Seller did not cure such Title Defects.

8. Survey. On the Effective Date, Seller shall provide Purchaser with a copy of Seller's existing survey of the Property without representation or warranty. Purchaser may obtain, at Purchaser's expense, a currently dated survey (the "**Survey**") of the Property prepared by a Florida licensed surveyor certified to Purchaser, Purchaser's attorney, Purchaser's Lender, if any, and Title Company. If the Survey shows any easements, encroachments or other matters which would affect marketability and insurability of the Property, the same shall be treated as a Title Defect and such Title Defect shall be governed by the provisions contained within Section 7 of this Agreement, including the time periods set forth in Section 7; provided, however, no matters on the Survey shall be deemed a Title Defect other than matters which render title to the Property other than marketable. Any revisions or updates to the Survey shall be at Purchaser's expense.

9. Due Diligence Period. Purchaser shall have sixty (60) days from the Effective Date to examine and investigate the Property to confirm that the Property is satisfactory to Purchaser ("**Due Diligence Period**"). Unless Purchaser terminates this Agreement prior to the expiration of the Due Diligence Period by providing written notice to Seller prior to the expiration of the Due Diligence Period, Purchaser agrees that at the end of the Due Diligence Period, the Deposit will be non-refundable except as otherwise specifically provided in this Agreement. Purchaser and its agents may enter the Property between the Effective Date and Closing after securing the express written consent of Seller. Purchaser agrees to indemnify and hold Seller harmless from and against any damage, liability, loss, claim, cost or expense (including reasonable attorneys' fees and court costs pretrial, at trial and all appellate levels) arising out of or resulting from Purchaser accessing the Property.

10. Closing Documents.

10.1 At the Closing, Seller shall deliver to Purchaser the following:

10.1.1 A Special Warranty Deed ("**Deed**"), in the form attached to this Agreement as **Exhibit B**, conveying fee simple title to the Property, subject to those exceptions accepted by Purchaser pursuant to Section 7 above;

10.1.2 A No Lien, Possession and Gap Affidavit in the form attached to this Agreement as **Exhibit C**;

10.1.3 A Certificate of Non-Foreign Status or statement complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended, in the form attached to this Agreement as **Exhibit D**;

10.1.4 Form 1099;

10.1.5 A Closing Statement;

10.1.6 Such other instruments and/or documents as Title Company shall reasonably require and instruments and/or documents as otherwise needed to consummate the transaction contemplated by this Agreement; and

10.1.7 Possession of the Property.

10.2 At Closing, Purchaser shall deliver to Seller the following:

10.2.1 A Closing Statement;

10.2.2 A Notice of Voluntary Dismissal With Prejudice of the Litigation ("**Notice**"), which Notice will be filed with the Clerk of Fourth District Court of Appeal by Seller;

10.2.3 A release fully releasing Seller of any and all liability relating to any and all claims related to the Property in any way, in the form attached to this agreement as **Exhibit E**;

10.2.4 The balance of the Purchase Price as set forth in Section 6 of this Agreement, subject to adjustments and prorations permitted by this Agreement. The Purchase Price shall be made in the form of immediately available wire-transferred funds to an account or accounts designated by Seller;

10.2.5 Evidence that Purchaser and/or persons signing on Purchaser's behalf has/have legal capacity and authority to consummate the transaction contemplated by this Agreement; and

10.2.6 Such other instruments and/or documents as Title Company shall reasonably require and instruments and/or documents as otherwise needed to consummate the transaction contemplated by this Agreement.

11. **Closing**. The Closing shall be held on the Closing Date at offices of the Title Company in Broward County, Florida or at such other place as agreed to by the parties, or, alternatively, the Closing shall be by overnight express mail with documents being exchanged and held in escrow on the day prior to the Closing.

12. **Closing Date**. The Closing of this transaction ("**Closing**") shall occur not later than 30 days after expiration of the 60-day Due Diligence Period established in Section 9 (time

being of the essence) ("Closing Date"), subject to satisfaction of the Conditions Precedent, and subject to extensions of the Closing Date as provided in this Agreement.

13. Closing Costs.

13.1 In addition to the Purchase Price, Purchaser shall be responsible for payment of the following: (i) the cost of any survey obtained by Purchaser, (iii) the costs of the Title Commitment (including title search fees) and the premiums for any owner's title insurance policy and any mortgagee's policy (plus the cost of endorsements), (iv) the costs of recording the Deed, (v) all costs of any loan or financing obtained by Purchaser for the purchase; and (vi) the fees of Escrow Agent (if any).

13.2 Seller shall be responsible for payment of the following: (i) brokerage commissions due to Broker (as defined in Section 29.12 of this Agreement); (ii) the cost of curing Title Defects or Additional Title Defects, if any, in accordance with Section 7 above, and (iii) the costs of the Florida documentary stamp tax on the Deed.

13.3 Each party shall pay its own legal fees and costs.

13.4 All other closing costs shall be split according to custom and usage in the County and location where the Property is located.

14. Prorations.

14.1 Real Estate Taxes; Assessments. Real estate taxes on the Property and personal property taxes, if any, shall be prorated as of the Closing Date based on the current year's taxes, if known. If a Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes shall be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. All such prorations will have been based on actual tax or estimated tax and make appropriate allowance for the maximum allowable discount or other exemptions. However, any tax proration based on the prior year's tax may, at the written request of either party, be subsequently re-prorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known; provided, however, that such written request must be delivered by December 31 of the year of Closing. Upon receipt of such written request and re-proration, any excess credit to Purchaser shall be rebated to Seller, and any shortfall in credit to Purchaser shall be paid to Seller, as applicable. In the event either party fails or refuses to re-prorate the real estate taxes within ten (10) days following receipt of a request by the other party for such re-proration, then the amount due shall bear interest from the expiration of such ten (10) day period at the highest rate allowed by law. In the event a party is obligated to institute legal proceedings to recover the re-proration of real estate taxes and the interest due as set forth herein, the prevailing party shall be entitled, in addition, to recover reasonable attorneys' fees, paraprofessional fees and costs incurred pre-trial, at trial and at all levels of proceedings, including appeals, from the non-prevailing party.

14.2 Liens. All certified, confirmed or ratified liens for governmental improvements or special assessments as of the Closing Date, if any, shall be paid by Seller, and all other pending or other liens for governmental improvements or special assessments shall be

assumed by Purchaser. Notwithstanding the foregoing, to the extent that liens for governmental improvements or special assessments are to be paid in installments, Seller shall pay installments attributable to the periods of time prior to the Closing Date and Purchaser shall pay all installments attributable to the period of time from and after the Closing Date, and any installments which are attributable to a period of time that commences before the Closing Date and ends after the Closing Date shall be prorated at Closing.

14.3 Utilities. If applicable, utilities shall be prorated as of the Closing Date (with the assumption that utility charges were uniformly incurred during the billing period in which the Closing occurs). Seller shall cause the utility meters for utility services payable by Seller to be read on the Closing Date and to pay the bills rendered on the basis of such readings or such amounts shall be credited to Purchaser. If any such meter reading for any utility is not available, then adjustment therefore will be made on the basis of the most recently issued bills therefore which are based on meter readings no earlier thirty (30) days before the Closing Date, and such adjustment shall be reprorated when the next utility bills are received.

15. Condemnation. In the event that any portion of the Property shall be threatened by or taken in condemnation or under the right of eminent domain by other than Purchaser after the Effective Date of this Agreement and prior to the Closing Date, Seller shall promptly notify Purchaser. If the threatened taking or taking results in such portion of the Property becoming unsuitable for Purchaser's intended use of the Property, this Agreement, at the option of Purchaser, may either: (i) be declared by Purchaser null and void with respect to the portion of the Property so affected and the Purchase Price shall be reduced on a pro rata basis based on acreage; or (ii) continue in effect and the proceeds received from such condemnation or eminent domain proceeding (whether by award or settlement) shall be retained by Seller and applied to reduce the Purchase Price, or (iii) if condemnation or eminent domain proceedings are not then completed, any condemnation or eminent domain award or settlement shall be assigned at Closing to Purchaser. If Purchaser elects to complete the sale of the Property pursuant hereto, Seller shall not negotiate a settlement of any pending condemnation or eminent domain proceedings without the prior consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed.

16. Risk of Loss. In the event that any portion of the Property is materially damaged or destroyed by fire or other casualty prior to the Closing Date, then Purchaser shall proceed to Closing without reduction in the Purchase Price or claim against Seller therefore, and Purchaser shall be entitled to all insurance proceeds, if any, resulting from such casualty and, at Closing, Seller shall assign to Purchaser its rights under any insurance policy covering such casualty to the proceeds payable, if any, on account of such damage or destruction and the amount of any deductible will be credited against the Purchase Price.

17. Proceeds of Sale and Closing Procedure. At the Closing, Purchaser shall pay to Seller the balance of the Purchase Price, plus or minus any prorations or adjustments permitted by this Agreement. Payment of the Purchase Price shall be made in the form of immediately available federal wire funds payable or wired to Seller's account or other account designated by Seller in writing.

18. Escrow.

18.1 Escrow Agent understands that except only as to those very limited circumstances set forth in this Agreement, Purchaser shall not be entitled to the return of the Deposit. Therefore, Escrow Agent agrees, by acceptance of the Deposit, to comply with instructions of Seller as to whether Escrow Agent shall disburse the Deposit to Seller.

18.2 In the event of any dispute between Seller and Buyer as to the disposition of the Deposit, Escrow Agent shall have the right to interplead all parties hereto and thereupon be released from further liability to either or both parties and from all obligations under this Agreement. The non-prevailing party in such litigation shall pay reasonable expenses incurred by Escrow Agent in connection with such interpleading, and the non-prevailing party shall pay the other party's reasonable attorneys' fees, paraprofessional fees and other expenses incurred in connection therewith. Except for its negligent or willful acts, Escrow Agent shall be excused from all responsibility and liability including insolvency of any depository, and shall be indemnified and held harmless by Seller and Buyer from all claims, demands, losses, damages, liability, costs and expenses associated with its duties as Escrow Agent hereunder.

18.3 If for any reason the Closing does not occur on or prior to the Closing Date, or this Agreement is terminated, and either party makes a written demand upon Escrow Agent for payment or delivery of the Deposit in accordance with the terms of this Agreement, then Escrow Agent shall give written notice as provided in this Agreement to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the demand for the Deposit within five (5) Business Days after the date when notice is deemed given as provided in this Agreement, Escrow Agent is hereby authorized to deliver the Deposit in accordance with such demand. If Escrow Agent does receive such written objection within such five (5) Business Day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by written instructions from the parties to this Agreement or a final non-appealable judgment of a court of competent jurisdiction. Escrow Agent shall have the right at any time to deposit the Deposit with any court having jurisdiction, and Escrow Agent shall give written notice of such deposit to Seller and Buyer.

19. Conditions Precedent. Not to the exclusion of any other conditions and remedies contained in this Agreement, the obligations of Purchaser and Seller under this Agreement shall be subject to satisfaction of the following conditions precedent ("**Conditions Precedent**") on or before the Closing Date:

19.1 The representations and warranties in this Agreement shall be true and correct statements of fact as such facts exist as of the Closing Date, with the same force and effect as though such representations and warranties had been made as of the Closing Date.

19.2 All terms, covenants and provisions of this Agreement to be complied with and performed by Seller and Purchaser on or before the Closing Date shall have been duly complied with and performed on or before the Closing Date in all respects.

19.3 Seller shall have delivered to Purchaser and Purchaser shall have delivered to Seller on or prior to the Closing Date the Closing Documents listed in Section 10 of this Agreement in the forms attached as Exhibits to this Agreement and any other instruments or

documents reasonably required by Title Company or otherwise needed to consummate the transaction contemplated by this Agreement.

19.4 Seller shall have obtained a release, termination, waiver or other document as required by Title Company of the right of first refusal and/or any other rights that the Town of Southwest Ranches may have with respect to the Property pursuant to that certain Agreement Between Town of Southwest Ranches and Corrections Corporation of America dated July 18, 2005 or otherwise. In the event that a release, termination, waiver or other document as required by Title Company is not obtained by the Closing Date, then Seller shall have the right to extend the Closing Date up to two (2) times of thirty (30) days each by written notice to Seller (each, the "**Extended Closing Date**"). Each notice of Extended Closing Date shall be provided before the then scheduled Closing Date or Extended Closing Date, as applicable. In the event Seller fails to obtain a release of any right of first refusal or other right that the Town of Southwest Ranches may have with respect to the Property on or prior to the Closing Date or the applicable Extended Closing Date, Seller shall be entitled to terminate this Agreement and, upon such termination, the Deposit shall be returned to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement.

20. Agreements of Seller.

20.1 Seller agrees that, from the Effective Date and until the earlier to occur of termination of this Agreement, expiration of this Agreement, or Closing:

20.1.1 Seller shall maintain the Property as necessary to prevent zoning violations or governmental liens related to the conditions of the Property.

20.1.2 Seller shall not encumber the Property or permit the Property to be additionally encumbered, without the consent of Purchaser, with any easements, agreements, concessions, licenses, judgments, leases or other third party rights or with any mortgage or other monetary lien or encumbrance and at or prior to Closing, any judgments, leases, licenses and third-party rights shall be terminated and/or released; and

20.1.3 Seller shall cancel, terminate or remove from the Property as of the Closing Date all service, maintenance and/or other agreements relating to or in connection with the Property ("**Service Contracts**"), if any, and Seller shall not extend, renew, replace, or modify any Service Contract or enter into any new service contract or agreement without the prior written consent of Purchaser.

21. Representations and Warranties of Seller.

21.1 Except as specifically and explicitly set forth in this Agreement, there are no representations or warranties of any kind whatsoever, express or implied, made by Seller in connection with or regarding this Agreement, the Property, the purchase of the Property by Purchaser, the physical condition of the Property, or whether the Property complies with applicable laws or is appropriate for Purchaser's intended use.

21.2 Seller hereby represents and warrants to Purchaser that:

21.2.1 Seller is the Owner of the Property in fee simple and has lawful authority to sell the same and Seller's execution of this Agreement is not prohibited by or inconsistent with any agreement to which Seller is a party.

21.2.2 The execution, delivery, and performance of this Agreement by Seller is binding on Seller and enforceable against Seller in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regarding of whether such enforceability is considered in a proceeding in equity or at law). Except as otherwise set forth in the Right of First Refusal, no consent of any other person or entity to such execution, delivery, and performance is required.

21.2.3 Seller is not a foreign person or foreign corporation within the meaning of Section 1445 of the Internal Revenue Code.

21.2.4 Seller has full power, authority and the legal right to execute and deliver, and to perform and observe the provisions of this Agreement and the other documents to be executed in connection with this Agreement and to carry out the transaction contemplated by this Agreement.

21.2.5 The execution, delivery and performance by Seller of this Agreement have been authorized by all necessary company action and do not and will not require any additional consent or approval of, notice to or action by any person or entity. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

22. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller:

22.1 Purchaser has the lawful authority to purchase the Property and to otherwise carry out the terms of this Agreement and the execution and delivery of this Agreement and the performance thereof is not prohibited by or inconsistent with any agreement to which Purchaser is a party or pursuant to which Purchaser exists as a legal entity. Purchaser is not required to obtain any consents or approvals to consummate the transaction contemplated by this Agreement.

22.2 Purchaser has obtained all necessary authorizations and approvals authorizing Purchaser to execute this Agreement and consummate the transaction contemplated by this Agreement.

22.3 The execution, delivery and performance by Purchaser of this Agreement and the other documents executed or delivered in connection with this Agreement have been duly authorized by all necessary municipal and/or other action and do not and will not require any additional consent or approval of, notice to or action by any person or entity. This Agreement and the other documents executed in connection with this Agreement constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms.

22.4 Purchaser is not, and after giving effect to the transactions and the incurrence of all indebtedness and obligations required under this Agreement, will not be and will continue not to be bankrupt or insolvent as such terms are defined under federal, state or local law.

22.5 Purchaser is a knowledgeable and sophisticated owner and operator of real estate properties, including properties like the Property, and is a sophisticated real estate investor. Purchaser has previously reviewed and considered the nature of this transaction. In entering into this Agreement, Purchaser has not relied upon any oral or written information provided by Seller except for the representations and warranties of Seller contained in this Agreement but has relied on its own familiarity with the Property. Purchaser acknowledges that no employee, agent or representative of Seller has been authorized to make, and that it has not relied upon, any statements or representations of Seller or any information provided by Seller other than those specifically contained in this Agreement. In electing to proceed with this transaction, Purchaser shall have determined that the Property is satisfactory to Purchaser in all respects. Purchaser is purchasing the Property "AS IS, WHERE IS, WITH ALL FAULTS".

22.6 The provisions of this Section 22 shall survive Closing.

23. Property Sold As Is, Where Is; Release.

23.1 Seller makes and shall make to Purchaser no warranty regarding the title to the Property except as to any warranties which will be specifically contained in the instruments to be delivered by Seller at Closing in accordance with this Agreement. Except as specifically set forth in this Agreement, Seller makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in this Agreement) regarding the condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, impact fees, concurrency, economic feasibility or any other matters whatsoever with respect to the Property. Purchaser specifically acknowledges and agrees that it is acquiring the Property based on its own independent investigation and is not relying on any representation or warranty of Seller, or any person acting on Seller's behalf, whatsoever that is not expressly set forth in this Agreement. Purchaser specifically acknowledges and agrees that Seller shall sell and Purchaser shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for Seller's representations and warranties specifically set forth in this Agreement, Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality, nature, adequacy, or physical conditions of soils, fill, geology or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, or expenses of the Property, (5) the Property's value, use, habitability or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, permits, or restrictions of any governmental or quasi-governmental entity

or any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the existence or validity of any permit(s) and/or governmental approvals or authorizations relating to the Property and/or operation of the Property, (10) the presence of Hazardous Materials or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (11) the freedom of the Property from latent or apparent vices or defects, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any or kind whatsoever relating to the Property.

23.2 Purchaser shall have no rights or claims whatsoever against Seller for damages, rescission of the sale, or reduction or return of the Purchase Price because of any matter not specifically represented or warranted to Purchaser in this Agreement by Sellers, and all such rights and claims are hereby expressly waived by Purchaser.

23.3 Purchaser acknowledges and agrees that any information which was or is provided to Purchaser by Seller or its agents or contractors is provided solely as an accommodation to Purchaser and may contain errors or omissions and may be incomplete. Purchaser understands that Purchaser has no right to rely upon any such information. Purchaser, in entering into this Agreement and in completing the purchase of the Property, is relying solely and entirely on its own investigation of the Property and based on its extensive experience as a real estate owner and investor. Purchaser had an opportunity to inspect the Property and documents relating to the Property and Purchaser agrees to assume any liabilities and responsibilities with respect to the Property. Purchaser hereby releases Seller and their agents from any claims Purchaser might otherwise have based upon any errors or omissions in such materials, unless due to Sellers' willful act or omission, except as to matters specifically represented or warranted in this Agreement.

23.4 Except as to matters specifically represented or warranted in this Agreement, if any, Purchaser, for itself and its successors and assigns from and after the Closing Date, hereby waives, releases, and agrees not to make any claim or bring any cost recovery action or claim for contribution or other action or claim against Seller or its affiliates and their respective directors, officers, employees, agents, attorneys, or assigns (collectively, "**Seller and Affiliates**") or to institute legal action against, or cause to be joined in any legal action, Seller and Affiliates, based on (1) any federal, state, or local environmental or health and safety law or regulation, including CERCLA or any state equivalent, or any similar law now existing or hereafter enacted; (2) any discharge, disposal, release, or escape of any chemical, or any material whatsoever, on, at, to, or from the property, or including any Hazardous Materials; (3) any environmental conditions whatsoever on, under, or in the vicinity of the property; or (4) any remediation of Hazardous Materials, and Purchaser agrees to indemnify and hold Seller and Affiliates harmless from all liability, costs (including reasonable attorney' fees and costs, pretrial, at trial and at all appellate levels), and damages with respect to all of the foregoing. The term "**Hazardous Materials**" as used herein shall mean any substance, material, chemical, object, condition, waste, pollutant, contaminant, or combination thereof which is or may be toxic, dangerous, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous including, without limitation, gasoline, diesel fuel, petroleum, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, radon gas, urea formaldehyde, asbestos or any material containing asbestos,

lead, lead containing materials, electromagnetic waves or any other substance, material, waste, pollutant or contaminant as may be defined as a hazardous, dangerous or toxic substance, material, waste, pollutant or contaminant by any Federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et seq.), the Toxic Substances Control Act (15 U.S.C. 2601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and the regulations adopted and publications promulgated pursuant thereto or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, and establishing liability, standards or required action as to discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous substance, material or waste (collectively, "**Hazardous Waste Laws**").

23.5 BUYER ACKNOWLEDGES THAT THIS TRANSACTION AND THE ASSIGNMENTS, CONVEYANCES AND TRANSFERS OF PROPERTY BY SELLER TO BUYER IS IN ITS "AS-IS, WHERE IS" CONDITION WITHOUT REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED BUYER, INVESTOR AND OWNER OF REAL ESTATE ASSETS AND BUYER HAS HAD AN OPPORTUNITY TO FULLY INVESTIGATE THE PROPERTY, THE CONDITION OF THE PROPERTY AND THE OBLIGATIONS OF SELLER WITH RESPECT TO THE PROPERTY. BUYER ACCEPTS THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION AND WAIVES AND RELEASES ANY CLAIMS THAT IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO THE PROPERTY.

24. Default.

24.1 In the event of a failure by Purchaser or Seller to perform any obligation or covenant which either of them is obligated to perform under this Agreement, except for the failure to close in accordance with the terms of this Agreement, which failure shall constitute an immediate default hereunder, no default shall occur until notice thereof is given to the defaulting party by the other party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of five (5) days to cure the default, if readily curable by the payment of money, or a period of thirty (30) days to cure the default, if not readily curable by the payment of money.

24.2 As Sellers' sole and exclusive remedies, if after notice and the cure period provided in the Section 24.1 (if applicable), a Purchaser default has not been cured, Seller shall have the right to retain the Property and the Deposit or bring an action against Purchaser for specific performance and to obtain such orders or decrees as appropriate to achieve specific performance of Purchaser's obligations under this Agreement. Retention of the Deposit by Seller as provided in this Section 24.2 shall be the agreed upon and liquidated damages as full settlement of all claims whatsoever, it being agreed that Seller's actual damages would be incapable of precise ascertainment and the Deposit, together with interest earned thereon, if any, is a fair and reasonable estimation of damages of Seller.

24.3 As to a default by Seller, Purchaser shall be entitled to receive a return of the Deposit, together with interest earned thereon, if any, as its sole and absolute remedy, or to obtain specific performance against Seller and to obtain such orders or decrees as appropriate to achieve specific performance of Seller's obligations under this Agreement.

24.4 In the event of a default by either party, in addition to the remedies provided in this Section 24, the Litigation will proceed.

25. Assignment. Except for an assignment to an affiliate of Purchaser, Purchaser shall not have the right to assign this Agreement or any of its rights or obligations under this Agreement to any persons, corporations or other entity without the written approval of Seller, which approval may be withheld for any reason or no reason. For purposes of this Agreement, an "affiliate" as applied to any party, means any other person or entity who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party, or an entity in which such party is a fifty percent (50%) owner. As used in this Section 25, the term "control" (including the terms "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by agreement or otherwise. At all times, Purchaser shall remain responsible for all obligations under this Agreement, which shall include all payment and performance obligations, notwithstanding such assignment. Any assignee shall expressly assume Purchaser's obligations under this Agreement.

26. Persons Bound. The benefits and obligations of the covenants in this Agreement shall inure to and bind the respective successors and assigns of the parties hereto.

27. Survival of Covenants and Special Covenants. The terms, covenants, representations, and warranties of this Agreement shall survive the Closing, except where expressly provided otherwise.

28. Notices. All notices, request, consents, instructions, and communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, sent by facsimile or electronic transmission (i.e. e-mail) with copy by mail, or mailed by certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section 28.

To Seller: Corrections Corporation of America
Attn: Lucibeth Mayberry
10 Burton Hills Blvd.
Nashville, TN 37215
Telephone: (615) 263-3246
Facsimile: (615) 263-3090
E-mail: lucibeth.mayberry@cca.com

With copies to: Jeffrey R. Margolis, Esq.

Berger Singerman LLP
350 E. Las Olas Boulevard, Suite 1000
Fort Lauderdale, FL 33301
Telephone: (954) 712-5176
Facsimile: (954) 523-2872
E-mail: jmargolis@bergersingerman.com

To Purchaser: The City of Pembroke Pines
Attn: Charles Dodge, City Manager
10100 Pines Boulevard
Pembroke Pines, FL 33026
Telephone: (954) 431-4884
Facsimile: (954) 435-6592
E-mail: cdodge@ppines.com

With copies to: Goren, Cherof, Doody & Ezrol, P.A.
Attn: Donald J. Doody, Esq.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 307
Facsimile: (954) 771-4923
E-mail: ddoody@cityatty.com

To Escrow Agent: Goren, Cherof, Doody & Ezrol, P.A.
Attn: Donald J. Doody, Esq.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 307
Facsimile: (954) 771-4923
E-mail: ddoody@cityatty.com

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission if by facsimile or electronic transmission (i.e. e-mail) if transmitted before 5:00 p.m. on a Business Day, and on the next Business Day if transmitted after 5:00 p.m. or on a non-Business Day with a copy of such notice also sent by the methods described in (a) or (c); or (c) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Rejection, refusal to accept, or inability to deliver of which no notice was given shall be deemed to be a receipt of such notice, request, or other communication. The respective attorneys for Seller and Purchaser are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients. Copies of applicable notices shall be given to Escrow Agent and Title Company.

29. Miscellaneous.

29.1 Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or electronic transmission shall bind the party so signing with the same effect as though the signature was an original.

29.2 Governing Law; Venue. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in Broward County, Florida.

29.3 Complete Agreement. This Agreement constitutes the complete understanding and entire agreement of the parties as respects the matters addressed in this Agreement and there are no other agreements, representations or warranties other than as set forth in this Agreement. No agreement or representation, unless set forth in this Agreement, shall bind any of the parties hereto. This Agreement may not be changed, altered, modified, or amended except by an instrument in writing signed by both parties.

29.4 Partial Invalidity. In the event that any paragraph, term, provision or portion of this Agreement is determined to be illegal, unenforceable, or otherwise invalid, such paragraph, term, provision or portion of this Agreement shall be given its nearest legal meaning or be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

29.5 Attorneys' Fees. In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paraprofessional fees, and costs whether suit be instituted or not, including such fees and costs incurred pretrial, at trial and all levels of proceedings, including appeals. This provision shall survive termination or cancellation of this Agreement and Closing of this Agreement.

29.6 Waiver of Trial By Jury. THE BUYER AND THE SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY UNDER THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE BUYER AND THE SELLER. THE BUYER AND THE SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE BUYER AND THE SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE BUYER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE BUYER OR THE SELLER OR TO ANY AGENT OR REPRESENTATIVE OF THE BUYER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY

WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT OR CLOSING OF THIS AGREEMENT.

29.7 Construction of Agreement. Purchaser and Seller acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

29.8 Waiver of Breach. The failure of Purchaser or Seller to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

29.9 Time. Time is of the essence in the performance of each of the obligations contained in this Agreement.

29.10 Time Periods. Unless otherwise specifically provided in this Agreement, time periods shall be determined on calendar days, including Saturdays, Sundays and legal holidays. Wherever any time limit or date provided in this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, then that date is automatically extended to the next day that is not a Saturday or Sunday or legal holiday. The term "**Business Day**" means any weekday that is not a legal holiday under the laws of the State of Florida.

29.11 Headings. The headings, captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs of this Agreement or in any way affect this Agreement.

29.12 Brokerage. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no person or entity acting as real estate broker, finder or real estate agent brought about this Agreement. If a claim for fees in connection with the transaction is made by a broker, salesman, or finder claiming to have dealt through or on behalf of one of the parties to this Agreement ("**Indemnitor**"), Indemnitor shall indemnify, defend and hold harmless the other party under this Agreement ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including, but not limited to, reasonable attorneys' fees, paraprofessional fees and court costs at trial and all levels of proceedings, including appeals) with respect to such a claim for brokerage. The provisions of this Section 29.12 shall survive Closing and any cancellation or termination of this Agreement.

29.13 Recordation. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded in the Public Records of Broward County, Florida or any other location.

THE PARTIES have executed this Agreement as of the Effective Date.

SELLER:

CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation



By: Lucybeth Mayberry
Name: Lucybeth Mayberry
Title: VP, Real Estate
Date: 11/01/2016

[SEAL]

BUYER:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida

ATTEST:

_____, City Clerk

By: _____
Name: _____
Date: _____

Approved as to Form:

Office of the City Attorney

CONSENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent has executed this Agreement solely to confirm its agreement to (i) hold the Deposit in escrow in accordance with the provisions of the Agreement (ii) comply with the provisions of the Agreement applicable to the Escrow Agent, and (iii) be bound by said Agreement in the performance of its duties as escrow agent.

GOREN, CHEROF, DOODY & EZROL, P.A.

By: _____

Name: _____

Title: _____

EXHIBIT A
**LEGAL DESCRIPTION
OF PROPERTY**

Lots 60, 61, 62, and the Vacated Right-Of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, according to the Plat thereof, recorded in Plat Book 157, Page 39 of the Public Records of Broward County, Florida,

LESS and EXCEPT the property conveyed by Warranty Deed recorded on April 11, 2012 in Official Records Book 48658, Page 890 of the Public Records of Broward County, Florida, and

LESS and EXCEPT the property conveyed by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978 of the Public Records of Broward County, Florida.

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

This Instrument Prepared by:

Grantee's Tax Identification No.:

Property Appraiser's Folio Nos.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 20__ from CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation, with an address at with an address at 10 Burton Hills Boulevard, Nashville, TN 37215, and ("**Grantor**"), to THE CITY OF PEMBROKE PINES, a municipal corporation of the States of Florida, with an address at 10100 Pines Boulevard, Pembroke Pines, FL 33026 ("**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to Grantee, and Grantee's successors and assigns forever, all the right, title, and interest in and to that certain real property (the "**Property**") located and situate in Broward County, Florida and fully described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO (a) taxes and assessments accruing subsequent to December 31, 20__, and (b) conditions, restrictions, covenants, limitations, easements, agreements, reservations and other matters of record including, without limitation, those set forth on **Exhibit B**; provided, however, this instrument shall not operate to reimpose any of the same.

GRANTOR hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the date first written above.

WITNESSES:

GRANTOR:

CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

[SEAL]

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of Corrections Corporation of America, a Maryland corporation, who personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of _____

Print name: _____

EXHIBIT A TO DEED

LEGAL DESCRIPTION

Lots 60, 61, 62, and the Vacated Right-Of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, according to the Plat thereof, recorded in Plat Book 157, Page 39 of the Public Records of Broward County, Florida,

LESS and EXCEPT the property conveyed by Warranty Deed recorded on April 11, 2012 in Official Records Book 48658, Page 890 of the Public Records of Broward County, Florida, and

LESS and EXCEPT the property conveyed by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978 of the Public Records of Broward County, Florida.

EXHIBIT B TO DEED
PERMITTED EXCEPTIONS

EXHIBIT C
SELLER'S AFFIDAVIT

AFFIANT'S NO LIEN, POSSESSION AND GAP AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared _____ as _____ of Corrections Corporation of America, a Maryland Corporation ("**Affiant**"), who upon being duly cautioned and sworn, deposes and states as follows:

1. Corrections Corporation of America, a Maryland corporation, is the owner in fee simple of those premises legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**").

2. This Affidavit is given so that title to the Property may be insured without any exceptions for the title search "gap," construction liens or possession.

3. Corrections Corporation of America, a Maryland corporation has possession of the Property and there is no other person or entity in possession or who has any right ownership in the Property.

4. Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor, services or material furnished for repairing or improving the Property that remain unpaid.

5. Corrections Corporation of America, a Maryland corporation has made no additional improvements to the Property and has received no notice of (proposed) back assessments from Appraiser's Office or bill for back assessments from Tax Collector since the issuance of the last tax bill.

6. Corrections Corporation of America, a Maryland corporation has not executed any contracts for sale affecting the Property which are currently effective except for the Purchase and Sale Agreement executed on or about _____, 20__.

7. There are no matters pending against Corrections Corporation of America, a Maryland corporation in any state or Federal court or other governmental body of which Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which could give rise to a lien that would attach to the Property or would adversely affect the title to the Property or Corrections Corporation of America's ability to close on the sale of the Property between _____ at _____ a.m., the date of the title commitment and the recording of the deed to be insured, and that Affiant has not executed and will not execute any instrument that would adversely affect the title or interest to be insured.

8. This affidavit is made (i) for the purpose of inducing _____ to issue an Owner's Title Insurance in connection with this transaction and to disburse funds in reliance on the title commitment and (ii) made under penalties of perjury.

EXHIBIT A TO AFFIANT'S AFFIDAVIT
LEGAL DESCRIPTION OF THE PROPERTY

Lots 60, 61, 62, and the Vacated Right-Of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, according to the Plat thereof, recorded in Plat Book 157, Page 39 of the Public Records of Broward County, Florida,

LESS and EXCEPT the property conveyed by Warranty Deed recorded on April 11, 2012 in Official Records Book 48658, Page 890 of the Public Records of Broward County, Florida, and

LESS and EXCEPT the property conveyed by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978 of the Public Records of Broward County, Florida.

EXHIBIT D
CERTIFICATE OF NON-FOREIGN STATUS

CERTIFICATION

TO: The City of Pembroke Pines ("Transferee")

FROM: Corrections Corporation of America, a Maryland corporation ("Transferor")

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following:

- 1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- 2. Transferor's Tax Identification Number is _____; and
- 3. Transferor's has an address at 10 Burton Hills Blvd., Nashville, TN 37215.
- 4. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of Transferor.

Date: _____, 20__

CORRECTIONS CORPORATION OF AMERICA,
a Maryland corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__
by _____, as _____ of Corrections Corporation of
America, a Maryland corporation, who is personally known to me or who produced as identification.

My commission expires:

NOTARY PUBLIC, State of _____
Print name: _____

EXHIBIT E

RELEASE

EXHIBIT E

Town of Southwest Ranches, Florida Existing Debt Service Anti-Dilution Coverages

(Amounts in thousands)
Fiscal Years 2015, 2014, 2013 and 2012¹

TD Notes Payable Series 2013 and 2011										
	Non-Advalorem Revenues Available for Debt Service	Total Annual Debt Service	Net Cash Flow	Debt Service Coverage Ratio	Coverage Required	*****/Maximum Additional Bond Test/*****				
2012	\$ 1,315	\$ 609	\$ 706	2.16 %	1.30 %	0.36 %	723	\$ 592	1.82 %	1.50 %
2013	1,842	712	1,130	2.59	1.30	1.19	723	1,119	2.55	1.50
2014	1,524	720	804	2.12	1.30	0.22	723	801	2.11	1.50
2015	1,937	723	1,214	2.68	1.30	1.53	734	1,203	2.64	1.50

EMLC Loan Payable Series 2001

A. Test of Prior Two Year Average of Non Advalorem Revenues:

	Adjusted Non-Advalorem Revenues	Adjusted Essential Expenditures	Total Debt Service	Debt Service Coverage Ratio	Coverage Required
2013 ²	\$ 4,970	\$ 2,368	\$ 2,602	359.89 %	150.00 %
2014	5,362	2,526	2,836	392.19	150.00
2015	5,792	2,488	3,304	450.12	150.00

B. Projected Maximum annual debt service does not exceed 20% of Governmental Fund Revenues:

	Two Year Avg Net total Governmental Funds Revenue	Total Debt Service Coverage Percentage	Maximum Allowed Percentage
2013 ²	\$ 9,369	7.72 %	20.00 %
2014	10,192	7.09	20.00
2015	11,376	6.45	20.00

Notes:

¹ 2012 is the oldest data readily available

² 2013 is the oldest data readily available

TD Bank Proposed Modified and Projected Debt Service Anti-Dilution Coverages

(Amounts in thousands)

Fiscal Year 2022 (yr of max MADS impact using Two year average of FY 2014, as norm and modified)

TD Notes Payable Series 2016, 2013 and 2011										
	Non-Advalorem Revenues Available for Debt Service	Total Annual Debt Service	Net Cash Flow	Debt Service Coverage Ratio	Coverage Required	*****/Maximum Additional Bond Test/*****				
2012	\$ 1,315	\$ 609	\$ 706	2.16 %	1.30 %	0.36 %	723	\$ 592	1.82 %	1.50 %
2013	1,842	712	1,130	2.59	1.30	1.19	723	1,119	2.55	1.50
2014	1,524	720	804	2.12	1.30	0.22	723	801	2.11	1.50
2015	1,937	723	1,214	2.68	1.30	1.53	734	1,203	2.64	1.50
2022	\$ 2,968	\$ 1,155	\$ 1,155	2.57 %	1.30 %	1.27 %	1,155	1,155	2.57 %	1.50 %



GFOA Best Practice

Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund (CAAFR, Budget) (2015)

Background. In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.¹ While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

1. GAAP financial statements report up to five separate categories of fund balance based on the type and source of constraints placed on how resources can be spent (presented in descending order from most constraining to least constraining): *nonspendable fund balance*, *restricted fund balance*, *committed fund balance*, *assigned fund balance*, and *unassigned fund balance*.² The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *unrestricted fund balance*. In contrast, budgetary fund balance, while it is subject to the same constraints on spending as GAAP fund balance, typically represents simply the total amount accumulated from prior years at a point in time.
2. The calculation of GAAP fund balance and budgetary fund balance sometimes is complicated by the use of sub-funds within the general fund. In such cases, GAAP fund balance includes amounts from all of the subfunds, whereas budgetary fund balance typically does not.
3. Often the timing of the recognition of revenues and expenditures is different for purposes of GAAP financial reporting and budgeting. For example, encumbrances arising from purchase orders often are recognized as expenditures for budgetary purposes, but never for the preparation of GAAP financial statements.

The effect of these and other differences on the amounts reported as *GAAP fund balance* and *budgetary fund balance* in the general fund should be clarified, understood, and documented.

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the adequacy of unrestricted fund balance in the general fund.

Credit rating agencies monitor levels of fund balance and unrestricted fund balance in a government's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unrestricted fund balance for state and local governments.

Those interested primarily in a government's creditworthiness or liquidity (e.g., rating agencies) are likely to favor higher levels of fund balance. Opposing pressures often come from unions, taxpayers and citizens' groups, who may prefer that fund balance in excess of a government's formal policy requirements, be used for other purposes.

Recommendation. GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.³ Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period.⁴ In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.⁵ The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances.⁶ Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;

4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.

Use and Replenishment.

The fund balance policy should define conditions warranting its use, and if a fund balance falls below the government's policy level, a solid plan to replenish it. In that context, the fund balance policy should:

1. Define the time period within which and contingencies for which fund balances will be used;
2. Describe how the government's expenditure and/or revenue levels will be adjusted to match any new economic realities that are behind the use of fund balance as a financing bridge;
3. Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.

Generally, governments should seek to replenish their fund balances within one to three years of use. Specifically, factors influencing the replenishment time horizon include:

1. The budgetary reasons behind the fund balance targets;
2. Recovering from an extreme event;
3. Political continuity;
4. Financial planning time horizons;
5. Long-term forecasts and economic conditions;
6. External financing expectations.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and there is a defensible rationale). Year-end surpluses are an appropriate source for replenishing fund balance.

Unrestricted Fund Balance Above Formal Policy Requirement. In some cases, governments can find themselves in a position with an amount of unrestricted fund balance in the general fund over their formal policy reserve requirement even after taking into account potential financial risks in the foreseeable future. Amounts over the formal policy may reflect a structural trend, in which case governments should consider a policy as to how this would be addressed. Additionally, an education or communication strategy, or at a minimum, explanation of large changes in fund balance is encouraged. In all cases, use of those funds should be prohibited as a funding source for ongoing recurring expenditures.

Committee: Budget**Notes:**

- 1 For the sake of clarity, this recommended practice uses the terms GAAP fund balance and budgetary fund balance to distinguish these two different uses of the same term.
- 2 These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
- 3 Sometimes restricted fund balance includes resources available to finance items that typically would require the use of unrestricted fund balance (e.g., a contingency reserve). In that case, such amounts should be included as part of unrestricted fund balance for purposes of analysis.
- 4 See Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures" (Recommended Practice 4.1).
- 5 In practice, a level of unrestricted fund balance significantly lower than the recommended minimum may be appropriate for states and America's largest governments (e.g., cities, counties, and school districts) because they often are in a better position to predict contingencies (for the same reason that an insurance company can more readily predict the number of accidents for a pool of 500,000 drivers than for a pool of fifty), and because their revenues and expenditures often are more diversified and thus potentially less subject to volatility.
- 6 In either case, unusual items that would distort trends (e.g., one-time revenues and expenditures) should be excluded, whereas recurring transfers should be included. Once the decision has been made to compare unrestricted fund balance to either revenues and/or expenditures, that decision should be followed consistently from period to period.

Town of Southwest Ranches - Aggregate Debt Service for CBA of Non-Ad Valorem Revenues

EXHIBIT G

AFTER

DS After Series 2016 Issuance w/ \$1.990 million down payment

FY	FMLC Series 2001A 5.0% Retirement		TD Series 2011 2.73%		StoneGate Note 3.95%		TD Series 2013 2.39%		TD Equip Note 2.56%		TD Proposed Series 2016 20 yr-3.29% Amort'15 Balloon	Total Interest and Principal	Millage Impact for Debt Service
	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep			
2016	41,000	286,523	96,967	236,997	25,000	0	686,486	0.5809					
2017	41,000	286,522	96,967	239,308	29,485	254,975	907,258	0.7678					
2018	41,000	286,523	96,966	236,320	29,485	254,975	904,268	0.7652					
2019	41,000	286,522	96,967	237,936	29,485	254,975	905,886	0.7666					
2020	41,000	286,523	96,967	234,561	29,485	254,975	902,511	0.7637					
2021	41,000	286,522	96,968	236,290	29,485	254,975	904,241	0.7652					
2022	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2023	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2024	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2025	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2026	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2027	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2028	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2029	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2030	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2031	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2032	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2033	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2034	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2035	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
2036	41,000	286,522	96,968	237,467	29,485	254,975	904,241	0.7652					
Total	41,000	1,790,766	631,253	2,607,172	231,397	11,002,921	16,304,509						
Original Par	1,640,000	2,500,000	800,000	2,658,600	206,500	7,750,000	15,555,100						
MADS							1,155,425						

NOTES: [REDACTED] = Represents FY of maximum annual debt service (MADS)

3,197,739 * 2,7060

BEFORE

Current Debt Service

FY	FMLC Series 2001A 5.0%		TD Series 2011 2.73%		StoneGate Note 3.95%		TD Series 2013 2.39%		TD Equip Note 2.56%		Total Interest and Principal	Millage Impact for Debt Service
	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep			
2016	82,000	286,523	96,967	236,997	25,000	0	727,486	0.6156				
2017	82,000	286,522	96,967	239,308	29,485	254,975	732,283	0.6214				
2018	82,000	286,523	96,966	236,320	29,485	254,975	731,293	0.6188				
2019	82,000	286,522	96,967	237,936	29,485	254,975	732,911	0.6202				
2020	82,000	286,523	96,967	234,561	29,485	254,975	729,536	0.6174				
2021	82,000	286,522	96,968	236,290	29,485	254,975	731,266	0.6188				
2022	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2023	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2024	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2025	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2026	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2027	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2028	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2029	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2030	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2031	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2032	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2033	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2034	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2035	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
2036	82,000	286,522	96,968	237,467	29,485	254,975	731,266	0.6188				
Total	2,795,500	1,790,766	631,253	2,607,172	231,397	8,060,088						
Original Par	1,640,000	2,500,000	800,000	2,658,600	206,500	7,805,100						
MADS						734,283						

No. R-1

\$7,750,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF SOUTHWEST RANCHES
IMPROVEMENT REVENUE BOND, SERIES 2016

Interest Rate:

3.25%

Maturity Date:

March 31, 2036

Dated Date:

March 31, 2016

REGISTERED OWNER: TD BANK, N.A.

PRINCIPAL AMOUNT: SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the Town of Southwest Ranches, Florida, a municipal corporation of the State of Florida (hereinafter called the "Town") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum identified above, until the entire Principal Amount has been repaid. Principal of and interest on this Bond will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at its address as it appears on the registration books of the Town at the close of business on the fifth Business Day (as defined in the hereinafter described Loan Agreement), next preceding each interest payment date (the "Record Date").

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty day months and will be paid in arrears.

Interest on this Bond shall be payable on the first day of each May and November (each, a "Payment Date"), with the first payment of interest due on November 1, 2016 and the last payment of all accrued and unpaid interest due on the Maturity Date identified above. The principal of this Bond shall be payable commencing on November 1, 2021 and continuing on each Payment Date thereafter, with the last principal payment due on the Maturity Date. The principal of and interest on this Bond shall be payable from and after November 1, 2021 in accordance with the principal repayment schedule set forth as Schedule I hereto.

If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next succeeding Business Day, provided that credit for such payment shall not be given until the payment is actually received by the Registered Owner.

Upon the occurrence of an Event of Default (as defined in the hereinafter described Loan Agreement) until such Event of Default has been cured this Bond shall bear interest (the "Default Rate") at the lesser of (i) six percentage points (6%) in excess of the Prime Rate (as

defined in the Loan Agreement), or (ii) the maximum rate permitted by law. In addition, upon the occurrence of an Event of Default, the Registered Owner may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the Town shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

Any payment not paid within fifteen (15) days of when due shall be subject to a late charge equal to six percent (6%) of the overdue payment.

This Bond is being issued for the purpose of financing the acquisition of certain vacant real property located within the Town's municipal boundaries (the "Property") and paying costs of issuance of the Bond, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town and other applicable provisions of law (collectively, the "Act"), Resolution 2016-020, adopted by the Town Council on February 18, 2016 (the "Resolution"), and that certain Loan Agreement dated March 31, 2016, between the Town and TD Bank, N.A. (the "Loan Agreement"). All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Loan Agreement.

This Bond and the interest hereon are secured by a covenant to budget and appropriate in each Fiscal Year from its Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Bond, until this Bond has been paid in full. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms and security for the Bond, the custody and application of the proceeds of the Bond, the rights and remedies of the Registered Owner of the Bond and the limitations thereon, and the extent of and limitations on the Town's rights, duties and obligations, to all of which provisions the Registered Owner hereof for itself and its successors in interest assents by acceptance of this Bond.

In the event of a Determination of Taxability, the interest rate payable hereunder shall increase to four and 85/100 percent (4.85%) per annum (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Town agrees to pay the Additional Amount (as hereinafter defined) upon demand to the Registered Owner subject to such Determination of Taxability. "Additional Amount" means (i) the difference between (a) interest on this Bond for the period commencing on the date on which the interest on this Bond ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Bond ceased to be outstanding or such adjustment is no longer applicable to this Bond (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Bond for the Taxable Period under the provisions of this Bond without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Registered Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Bond is includable in the

This Bond shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Loan Agreement.

It is further agreed between the Town and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon any real or tangible personal property of or in the Town, including but not limited to the Property. Neither the members of the governing body of the Town nor any person executing the Bond shall be liable personally on the Bond by reason of its issuance.

This Bond may be prepaid in whole or in part at any time prior to maturity, without premium or penalty, upon three (3) Business Days written notice to the Registered Owner, at a price of par plus accrued interest to the date of prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of maturity and shall not postpone any due dates of, or relieve the amounts of, any scheduled installment payments due hereunder.

Subject to the provisions of the Loan Agreement, this Bond is subject to mandatory tender for purchase by the Town, or such other person or entity as the Town shall designate, on the Tender Date (as defined in the Loan Agreement). The purchase price for this Bond shall be 100% of the outstanding principal amount thereof plus accrued interest to the Tender Date.

This Bond may be assigned by the owner of this Bond, or any assignee or successor-in-interest thereto upon at least five (5) Business Days prior written notice to the Town. Such assignment shall only be effective, and the Town obligated to pay such assignee, upon delivery to the Town Clerk at the address set forth below of (i) a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Bond or by its attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Bond, along with the social security number or federal employer identification number of such assignee, and (ii) an investor letter, in form and substance acceptable to the Town, from such assignee indicating that such assigned is a "qualified institutional investor" as defined in Rule 144(A) promulgated under the Securities Act of 1933, as amended. In all cases of an assignment of this Bond, the Town shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Town Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The Town may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Bond to which it relates. Upon the assignment of this Bond, the assigning owner of this Bond shall be deemed to have relinquished its rights, if any, hereunder and under the Resolution and the Loan Agreement.

Any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at 255 Alhambra Circle, 2nd Floor, Coral Gables, Florida 33134, Attention: Florida Middle Market, or such other address or addresses as the Registered Owner shall provide the Town in writing. In the event of an assignment of this Bond, any payment or

notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the Town in writing Any notice required to be given to the Town hereunder shall be given to the Town Finance Administrator at Town of Southwest Ranches, Florida, 13400 Griffin Road, Southwest Ranches, Florida 33330, with a copy to Arnstein & Lehr LLP, 200 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Attention: Keith M. Poliakoff, or such other address or addresses as the Town shall provide the Registered Owner in writing.

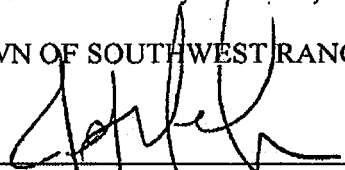
It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional or statutory limitation or provision.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS BOND, AND THE TOWN, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE BOND, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS BOND, THE RESOLUTION, THE LOAN AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.


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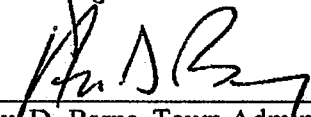
IN WITNESS WHEREOF, the Town of Southwest Ranches, Florida has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, and attested by the manual signature of the Town Clerk and its Town Administrator and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 31st day of March, 2016.

TOWN OF SOUTHWEST RANCHES

By: 
Jeff Nelson, Mayor

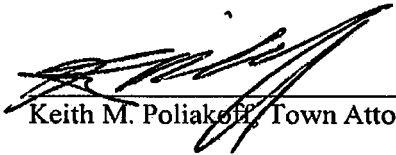
ATTEST:


Russell Muñiz, MBA, MMC, Town Clerk

By: 
Andrew D. Berns, Town Administrator

Dated this 31st day of March, 2016

APPROVED AS TO FORM AND CORRECTNESS:


Keith M. Poliakoff, Town Attorney

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond in the books kept by the Town for the registration thereof, with full power of substitution in the premises.

Dated: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Bond in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under
Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used
though not in the above list.

SCHEDULE I**AMORTIZATION SCHEDULE**

Payment Date	Principal Payment	Interest Payment	Semi-annual Payment	Principal Balance
11/1/2016	---	\$147,626.74	\$147,626.74	\$7,750,000.00
5/1/2017	---	125,937.50	125,937.50	7,750,000.00
11/1/2017	---	125,937.50	125,937.50	7,750,000.00
5/1/2018	---	125,937.50	125,937.50	7,750,000.00
11/1/2018	---	125,937.50	125,937.50	7,750,000.00
5/1/2019	---	125,937.50	125,937.50	7,750,000.00
11/1/2019	---	125,937.50	125,937.50	7,750,000.00
5/1/2020	---	125,937.50	125,937.50	7,750,000.00
11/1/2020	---	125,937.50	125,937.50	7,750,000.00
5/1/2021	---	125,937.50	125,937.50	7,750,000.00
11/1/2021	\$258,333.33	125,937.50	384,270.83	\$7,491,666.67
5/1/2022	258,333.33	121,739.58	380,072.91	7,233,333.33
11/1/2022	258,333.33	117,541.67	375,875.00	6,975,000.00
5/1/2023	258,333.33	113,343.75	371,677.08	6,716,666.67
11/1/2023	258,333.33	109,145.83	367,479.16	6,458,333.33
5/1/2024	258,333.33	104,947.92	363,281.25	6,200,000.00
11/1/2024	258,333.33	100,750.00	359,083.33	5,941,666.67
5/1/2025	258,333.33	96,552.08	354,885.41	5,683,333.33
11/1/2025	258,333.33	92,354.17	350,687.50	5,425,000.00
5/1/2026	258,333.33	88,156.25	346,489.58	5,166,666.67
11/1/2026	258,333.33	83,958.33	342,291.66	4,908,333.33
5/1/2027	258,333.33	79,760.42	338,093.75	4,650,000.00
11/1/2027	258,333.33	75,562.50	333,895.83	4,391,666.67
5/1/2028	258,333.33	71,364.58	338,093.75	4,133,333.33
11/1/2028	258,333.33	67,166.67	333,895.83	3,875,000.00
5/1/2029	258,333.33	62,968.75	321,302.08	3,616,666.67
11/1/2029	258,333.33	58,770.83	317,104.16	3,358,333.33
5/1/2030	258,333.33	54,572.92	312,906.25	3,100,000.00
11/1/2030	258,333.33	50,375.00	308,708.33	2,841,666.67
5/1/2031	258,333.33	46,177.08	304,510.41	2,583,333.33
11/1/2031	258,333.33	41,979.17	300,312.50	2,325,000.00
5/1/2032	258,333.33	37,781.25	296,114.58	2,066,666.67
11/1/2032	258,333.33	33,583.33	291,916.66	1,808,333.33
5/1/2033	258,333.33	29,385.42	287,718.75	1,550,000.00
11/1/2033	258,333.33	25,187.50	283,520.83	1,291,666.67
5/1/2034	258,333.33	20,989.58	279,322.91	1,033,333.33
11/1/2034	258,333.33	16,791.67	275,125.00	775,000.00
5/1/2035	258,333.33	12,593.75	270,927.08	516,666.67
11/1/2035	258,333.33	8,395.83	266,729.16	258,333.33
3/31/2036	258,333.33	4,197.82	262,531.25	0.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
\$7,750,000 IMPROVEMENT REVENUE REFUNDING BOND, TAXABLE SERIES 2021

CLOSING BINDER

Closing: April 30, 2021

Participants: **Issuer** – Town of Southwest Ranches, Florida
Bond Counsel – Saul Ewing Arnstein & Lehr LLP
Issuer’s Counsel – Saul Ewing Arnstein & Lehr LLP
Purchaser – TD Bank, N.A.
Purchaser’s Counsel – Holland & Knight LLP

-
1. Resolution No. 2021-042 adopted April 22, 2021, authorizing issuance of the Bond
 2. Bond
 3. Loan Agreement
 4. Notice of Sale
 5. Certificate of Issuer as to Signatures, No Litigation and Other Matters
 6. Certificate of Incumbency
 7. Certificate as to Public Meetings and No Conflict of Interest
 8. Certificate of Delivery and Payment
 9. Purchaser’s Certificate
 10. Disclosure Letter
 11. Receipt for Bond
 12. Loan Closing Statement
 13. Opinion of Saul Ewing Arnstein & Lehr LLP, as Bond Counsel
 14. Opinion of Saul Ewing Arnstein & Lehr LLP, as Issuer’s Counsel

RESOLUTION NO. 2021-042

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS IMPROVEMENT REVENUE REFUNDING BOND, TAXABLE SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,750,000 TO REFINANCE THE TOWN OF SOUTHWEST RANCHES IMPROVEMENT REVENUE BOND SERIES 2016; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE BOND TO TD BANK, N.A. PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND TD BANK, N.A.; APPROVING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, on March 31, 2016, the Issuer issued its Improvement Revenue Bond, Series 2016 (the "Prior Bond") in the principal amount of \$7,750,000 in order to finance the acquisition of certain vacant real property located within the Issuer's municipal boundaries; and

WHEREAS, the Prior Bond was purchased directly by TD Bank, N.A. (the "Lender"); and

WHEREAS, pursuant to the terms thereof, the Prior Bond may be prepaid in whole or in part at any time prior to maturity, without penalty or premium, at a price of par plus accrued interest to the date of prepayment; and

WHEREAS, the Issuer has determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to refinance and refund the Prior Bond; and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its not to exceed \$7,750,000 Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") secured by a Loan Agreement between the Issuer and the Lender (the "Loan Agreement") to refinance and currently refund the Prior Bond on the date of the issuance of the Bond; and

WHEREAS, debt service on the Bond will be secured by a covenant to budget and appropriate legally derived or available non-ad valorem revenue of the Issuer (the "Legally Derived or Available Non-Ad Valorem Revenues"); and

WHEREAS, the Legally Derived or Available Non-Ad Valorem Revenues shall be sufficient to pay all principal of and interest, on the Bond, as the same becomes due, and to make all deposits or payments required by this Resolution and the Loan Agreement; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments under this Resolution or the Loan Agreement. The Bond shall not constitute a lien on any property owned or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received proposals/responses from financial institutions with respect to the refinancing of the Prior Bond; and

WHEREAS, it is hereby found, determined and declared that a negotiated sale of the Bond to the Lender is in the best interest of the Issuer because a privately placed bank loan and consequent impact of duration of maturity of the Bond will save the Issuer considerable time and expense as compared to selling the Bond in a public sale; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Town Administrator or the Town Financial Administrator to accept the offer from the Lender to purchase the Bond at a private negotiated sale upon the terms and conditions set forth in this Resolution, the Loan Agreement and in the term sheet dated February 26, 2021 submitted by the Lender for the purchase of the Bond, a copy of which is attached hereto as Exhibit C (the "Term Sheet"); and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Bond, a disclosure statement regarding the Bond containing the information required by Section 218.385(6), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. AUTHORIZATION OF THE BOND. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as "Town of Southwest Ranches, Florida, Improvement Revenue Refunding Bond, Taxable Series 2021" is hereby authorized to be issued under and secured by this Resolution and the Loan Agreement in the principal amount of not to exceed \$7,750,000, for the purposes of (i) refinancing and currently refunding the Prior Bond; and (ii) paying the transaction costs associated with the Bond. The proceeds of the Bond shall be applied to the prepayment of the Prior Bond on the date of the issuance of the Bond.

SECTION 4. NEGOTIATED SALE. Because of the characteristics of the Bond, prevailing market conditions, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Bond at a private negotiated sale. Prior to the issuance of the Bond, the Issuer shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit A and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

SECTION 5. BOND AMOUNT. The amount of the Bond shall not exceed \$7,750,000. The Bond shall be made as a taxable borrowing, which shall include costs of issuance incurred by the Issuer, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor.

SECTION 6. TERMS OF THE BOND. The Town Administrator or the Town Finance Administrator is hereby authorized to award the sale of the Bond on his determination that the Term Sheet submitted by the Lender for the purchase of the Bond, is within the following parameters: (i) the final maturity shall not be later than March 1, 2036, and (ii) the interest rate of the Bond will be 1.92% (subject to adjustment as set forth in the Loan Agreement). The redemption provisions, if any, relating to the Bond shall be as provided in the Loan Agreement.

SECTION 7. APPROVAL OF LOAN AGREEMENT. The Mayor or Vice Mayor, as attested by the Town Clerk and approved as to form and correctness by the Town Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Bond, to be entered into by and between the Issuer and the Lender in substantially the form as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 8. OTHER INSTRUMENTS. The Mayor, Vice Mayor, the Town Clerk, the Town Administrator, the Town Finance Administrator, the Town Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Loan Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond, this Resolution and the Loan Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Bond. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Bond is hereby approved, confirmed and ratified.

SECTION 9. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Bond at the


place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Legally Derived or Available Non-Ad Valorem Revenues or fund balance budgeted and appropriated in accordance with the terms of this Resolution and the Loan Agreement. No holder of the Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Bond, or be entitled to payment of the Bond from any funds of the Issuer except from the Legally Derived or Available Non-Ad Valorem Revenues or fund balance as described in this Resolution and Loan Agreement.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of April, 2021, on a motion by Vice Mayor Hartmann and seconded by Council Member Jablonski.

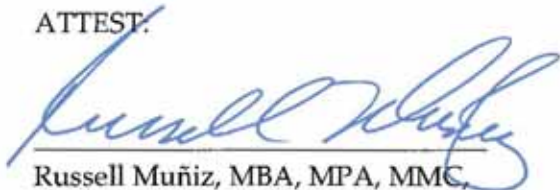
Hartmann	<u>Yes</u>	Ayes	<u>5</u>
Allbritton	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Kuczenski	<u>Yes</u>		



Steve Breitkreuz, Mayor

(SEAL)

ATTEST.



Russell Muñiz, MBA, MPA, MMC,
Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS



Keith Poliakoff, Town Attorney

EXHIBIT A

FORM OF PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the Town of Southwest Ranches, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Bond, is relying on Saul Ewing Arnstein & Lehr LLP ("Bond Counsel" and "Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Loan Agreement, dated as of _____, 2021, by and between the Issuer and the Purchaser (the "Loan Agreement").

We are aware that the purchase of the Bond involves various risks, that the Bond is not a general obligation of the Issuer and that the payment of the Bond is secured solely from the sources described in the Loan Agreement (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our purchase decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Bond and can bear the economic risk of our purchase of the Bond.

We acknowledge that the Loan Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and we are purchasing the Bond for our own account and not with a present view to a resale or other distribution to the public. We understand that the Bond may not be transferred except in accordance with the Loan Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for the direct or indirect

promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this ____ day of May, 2021.

TD BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, has negotiated with the Town of Southwest Ranches, Florida (the "Issuer") for the private purchase of its Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") in the principal amount of \$_____. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

Holland & Knight LLP
Purchaser Counsel Fees – \$10,000.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.00.

4. The management fee to be charged by the Purchaser is \$0.00.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to refinance the Issuer's Improvement Revenue Bond, Series 2016.

Unless earlier redeemed, the Bond is expected to be repaid by March 1, 2036; at a fixed interest rate of 1.92%, total interest paid over the life of the Bond is estimated to be \$1,205,434.17.

The Bond will be payable solely from the Legally Derived or Available Non-Ad Valorem

Revenues, as such term is defined in Loan Agreement, dated as of _____, 2021, between the Issuer and the undersigned (the "Loan Agreement"). Issuance of the Bond is estimated to result in an annual average of approximately \$_____ of Legally Derived or Available Non-Ad Valorem Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Bond.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, Florida 33609

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this _____ day of _____, 2021.

TD BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT C
TERM SHEET

See attached



TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, FL 33609
Tel: 813-250-3069
Fax: 813-258-5622
Robert.Catoe@td.com

~~February 26, 2021~~ MARCH 10TH, 2021

Mr. Martin D. Sherwood, CPA, CGMA, CGFO
Town Financial Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

RE: Town of Southwest Ranches, Florida Series 2021 Rate Modification

Dear Mr. Sherwood:

TD Bank, N.A. (the "Bank") are pleased to submit the following proposal to the Town of Southwest Ranches in order to explore options available in the lower rate environment.

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the Town or any other person for any losses, damages or consequential damages which may result from the Town's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

APRIL 23, 2021

The Bank's Loan Proposal is subject to acceptance by the Town prior to 3:00 pm eastern standard time on March 26th and is contingent upon a Loan Closing with mutually acceptable documents between the Town and Bank prior to 3:00 pm eastern standard time on April 15, 2021.

APRIL 1, 2021

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

We appreciate this opportunity and are delighted to provide this Loan Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Very truly yours,

TD BANK, N.A.

By: Robert W. Catoe
Robert W. Catoe
Vice President

TD Bank, N.A.
TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED
3/10/2021 ~~February 26, 2021~~ ("Loan")

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. Loan

- a) **Borrower(s):** Town of Southwest Ranches, Florida (the "Town")
- b) **Facility:**
 - a.) Taxable Note
 - ~~b.) Bank-Qualified Tax-Exempt Note~~
 - ~~c.) Non-Bank-Qualified Tax-Exempt Note~~
- c) **Purpose:** To finance property that is currently used for open space, but for which the town hopes to have a development partner.
- d) **Amount:** Up to \$7,750,000.00
- e) **Collateral:** Secured by a pledge of the Town to covenant to budget and appropriate from Non-Ad valorem revenues, by amendment if required, for ongoing debt service payment under the Loan (Pledged Revenues).
- f) **Settlement Date:** On or Before April 15, 2021
5/1 5/1/2031
- g) **Bank Call Option:** Loan Facility will be subject to a Bank Call Option on ~~3/31/2031~~ whereby the Bank can put back the Note on the Borrower at the Bank's sole discretion under a 90-day Bank Advance Notice.
- h) **Maturity:** May 31, 2036 3/1/2036
- i) **Repayment Terms:** PRN+ Interest on the Series 2021A Note will be paid semi-annually (April 1 and October 1), commencing on October 1, 2021 based upon a 30/360 day basis. MAY
NOVEMBER NOVEMBER
Principal on the Series 2021A Note will be paid annually (October 1), commencing on October 1, 2021, in accordance with the Amortization Schedule attached in Appendix A.
- j) **Interest Rate:**
 - a.) Indicative Taxable Fixed Rate as of ~~February 25, 2021~~: 1.84% 1.98%
 - b.) Indicative Non-Bank Qualified Tax-Exempt Fixed Rate as of February 25, 2021: 1.48%
 - c.) Indicative Bank-Qualified Tax-Exempt Fixed Rate as of February 25, 2021: 1.45% OR 1.93%

5/1/2021

Rate Hold Option: TD Bank will hold the rate of interest until April 15, 2021 if Borrower confirms for the Bank, within 3 business days of proposal submission date that the Bank has been selected as the financial provider for the requested facility and confirmation of Prepayment Option the Town selects.

k) **Prepayment Provision:**

Option A: At the time of any full or partial prepayment, (i) A "Yield Maintenance Fee" in an amount computed as follows shall apply:

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of either 2021 Notes (not both), or (ii) the remaining term of the then ~~current fixed interest rate~~ period.

Option B: No Prepayment Penalty: Borrower can elect to have a "No Prepayment" penalty associated with this Loan by adding a premium of 5 **basis points** to the applicable quoted proposed Loan Rate.

Payments under any option will be applied in inverse order of scheduled maturity or amortization.

OR

OR

l) **Default Rate of Interest:** The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal.

m) **Late Charges:** If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The Town's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Town agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction. Bank's counsel shall be the following:

Michael Wiener
Holland & Knight LLP
2115 Harden Blvd.
Lakeland, FL 33803
(863)499-5362

NOTE \$10,000

3. **Financial Reporting:**

a) *Borrower(s) shall furnish the following financial reports:*

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
<i>Audited Financial Statements</i>	Annually	Within 210 days after the end of the fiscal year
<i>Annual Budget</i>	Annually	Within 60 days after its adoption

The Bank reserves the right to request reasonable additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; and (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939. An opinion of counsel to the Town in form and substance satisfactory to the Bank.

REQUIRES
REVENUE TO EQUAL
EXISTING
NOTES

5. **Financial Covenants:**

All standard covenants and provisions shall be applicable to the Term Loan, including but not limited to:

Anti-Dilution Test of 1.30x minimum to be tested annually using the Town's comprehensive annual financial report.

The Anti-Dilution Test shall be defined as: Average Non Ad Valorem Revenues for prior two years, less the amount of Essential Services that is not covered by Ad-Valorem revenues, shall provide a minimum annual debt service coverage of 1.30x on Borrower's debt secured by Non-Ad Valorem revenues. Essential services are defined as General Government and Public Safety expenses.

Additional Bonds Test: based on the same Anti-Dilution test formula, as modified above, shall be set at 1.50x.

6. **Other Conditions:**

- a) No Material Adverse Change to the Borrower.
- b) Borrower agrees to have all loan payments be settled via auto debit through a TD Bank Account.
- ~~c) Documents shall include taxability language (if option b or c are selected) allowing for a higher taxable loan rate should the IRS, or a court of competent jurisdiction deem the Loan to be a taxable facility.~~
- d) Borrower covenants and agrees that documents will include language stipulating that the Loan Facility and all existing and future debt secured by the Pledge Revenues of the Town will be on parity with no preference given to any particular issuance.
- e) All standard representations, warranties, rights and remedies in the event of default that are acceptable to the bank.
- f) Acceleration Rights for payment default.
- g) The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- h) All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- i) Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

No. 1

\$7,750,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF SOUTHWEST RANCHES
IMPROVEMENT REVENUE REFUNDING BOND,
TAXABLE SERIES 2021

Interest Rate:

1.92%

Maturity Date:

March 1, 2036

Dated Date:

April 30, 2021

REGISTERED OWNER: TD BANK, N.A.

PRINCIPAL AMOUNT: SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the Town of Southwest Ranches, Florida, a municipal corporation of the State of Florida (hereinafter called the “**Town**”) for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum identified above, subject to adjustment as provided in the Loan Agreement, until the entire Principal Amount has been repaid. Principal of and interest on this Bond will be paid by auto-debit to the Registered Owner hereof as it appears on the registration books of the Town at the close of business on the fifth Business Day (as defined in the hereinafter described Loan Agreement), next preceding each interest payment date.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty day months and will be paid in arrears. No presentment shall be required for any payment on this Bond except upon final maturity.

Principal and interest on this Bond shall be payable on the first day of each May and November (each, a “**Payment Date**”), with the first payment of interest due on November 1, 2021 and the last payment of all accrued and unpaid interest due on the Maturity Date identified above. The principal shall be payable commencing November 1, 2021 in accordance with the principal repayment schedule set forth as **Schedule I** hereto.

If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next succeeding Business Day, provided that credit for such payment shall not be given until the payment is actually received by the Registered Owner.

Upon the occurrence of an Event of Default (as defined in the hereinafter described Loan Agreement) until such Event of Default has been cured this Bond shall bear interest at the lesser

of (i) six percentage points (6%) in excess of the Prime Rate (as defined in the Loan Agreement), or (ii) the maximum rate permitted by law (the “**Default Rate**”). In addition, upon the occurrence of an Event of Default, the Registered Owner may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the Town shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys’ fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

Any payment not paid within fifteen (15) days of when due shall be subject to a late charge equal to six percent (6%) of the overdue payment.

This Bond is being issued for the purpose of refinancing and currently redeeming the Town of Southwest Ranches Improvement Revenue Bond, Series 2016 in the original principal amount of \$7,750,000.00 and paying costs of issuance of the Bond, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town and other applicable provisions of law (collectively, the “**Act**”), Resolution 2021-042, adopted by the Town Council on April 22, 2021 (the “**Resolution**”), and that certain Loan Agreement dated April 30, 2021, between the Town and the Registered Owner (the “**Loan Agreement**”). All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Loan Agreement.

This Bond and the interest hereon are secured by a covenant to budget and appropriate in each Fiscal Year from its Legally Derived or Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Bond, until this Bond has been paid in full. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms and security for the Bond, the custody and application of the proceeds of the Bond, the rights and remedies of the Registered Owner of the Bond and the limitations thereon, and the extent of and limitations on the Town’s rights, duties and obligations, to all of which provisions the Registered Owner hereof for itself and its successors in interest assents by acceptance of this Bond.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Bond in any year exceed the maximum rate permitted by law.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF FLORIDA AND THE CHARTER OF THE TOWN, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE COVENANT OF THE TOWN TO BUDGET AND APPROPRIATE LEGALLY DERIVED OR AVAILABLE NON-AD VALOREM REVENUES, IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, IN THE LOAN AGREEMENT AND IN THIS BOND PROVIDED. NO REGISTERED OWNER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THIS BOND OR THE INTEREST HEREON, NOR SHALL ANY REGISTERED OWNER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND

INTEREST FROM ANY FUNDS OF THE TOWN OTHER THAN LEGALLY DERIVED OR AVAILABLE NON-AD VALOREM REVENUES, ALL IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, IN THE LOAN AGREEMENT AND IN THIS BOND PROVIDED.

This Bond shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Loan Agreement.

It is further agreed between the Town and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon any real or tangible personal property of or in the Town. Neither the members of the governing body of the Town nor any person executing the Bond shall be liable personally on the Bond by reason of its issuance.

This Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days' prior written notice to the Registered Owner, at a price of par plus accrued interest to the date of prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of maturity and shall not postpone any due dates of, or relieve the amounts of, any scheduled installment payments due hereunder.

Subject to the provisions of the Loan Agreement, this Bond is subject to mandatory tender for purchase by the Town, or such other person or entity as the Town shall designate, on the Tender Date (as defined in the Loan Agreement). The purchase price for this Bond shall be 100% of the outstanding principal amount thereof plus accrued interest to the Tender Date.

This Bond may be assigned by the owner of this Bond, or any assignee or successor-in-interest thereto upon at least five (5) Business Days prior written notice to the Town. Such assignment shall only be effective, and the Town obligated to pay such assignee, upon delivery to the Town Clerk at the address set forth below of (i) a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Bond or by its attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Bond, along with the social security number or federal employer identification number of such assignee, and (ii) a purchaser letter from such assignee indicating that such assigned is an affiliate of the Registered Owner, an "accredited investor" or a "qualified institutional investor" as defined in Rule 144(A) promulgated under the Securities Act of 1933, as amended. In all cases of an assignment of this Bond, the Town shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Town Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The Town may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Bond to which it relates. Upon the assignment of this Bond, the assigning owner of this Bond shall be deemed to have relinquished its rights, if any, hereunder and under the Resolution and the Loan Agreement.

Any notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at 2307 West Kennedy Boulevard, Tampa, Florida 33609, Attention: Robert W. Catoe, or such other address or addresses as the Registered Owner shall provide the Town in writing. In the event of an assignment of this Bond, any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the Town in writing. Any notice required to be given to the Town hereunder shall be given to the Town Financial Administrator at Town of Southwest Ranches, Florida, 13400 Griffin Road, Southwest Ranches, Florida 33330, with a copy to Government Law Group, 200 South Andrews Ave., Suite 601, Fort Lauderdale, Florida 33301, Attention: Keith M. Poliakoff, or such other address or addresses as the Town shall provide the Registered Owner in writing.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional or statutory limitation or provision.

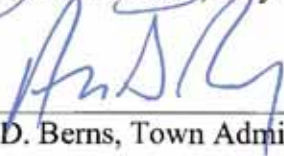
THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS BOND, AND THE TOWN, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE BOND, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS BOND, THE RESOLUTION, THE LOAN AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

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IN WITNESS WHEREOF, the Town of Southwest Ranches, Florida has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, and attested by the manual signature of the Town Clerk and its Town Administrator and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 30th day of April, 2021.

TOWN OF SOUTHWEST RANCHES

By: 
Steve Breitkreuz, Mayor

By: 
Andrew D. Berns, Town Administrator

Dated this 30th day of April, 2021

ATTEST:

Russell Muñiz, MBA, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, Town Attorney

SCHEDULE I

AMORTIZATION SCHEDULE

Rate Period: Monthly

Nominal Annual Rate: 1.920%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	4/30/2021	7,750,000.00	1		
2 Payment	11/1/2021	298,534.33	29	Semiannual	11/1/2035
3 Payment	3/1/2036	298,534.33	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment
Loan	4/30/2021	
1	11/1/2021	298,534.33
2021 Totals		298,534.33
2	5/1/2022	298,534.33
3	11/1/2022	298,534.33
2022 Totals		597,068.66
4	5/1/2023	298,534.33
5	11/1/2023	298,534.33
2023 Totals		597,068.66
6	5/1/2024	298,534.33
7	11/1/2024	298,534.33
2024 Totals		597,068.66
8	5/1/2025	298,534.33
9	11/1/2025	298,534.33
2025 Totals		597,068.66
10	5/1/2026	298,534.33
11	11/1/2026	298,534.33
2026 Totals		597,068.66
12	5/1/2027	298,534.33
13	11/1/2027	298,534.33
2027 Totals		597,068.66
14	5/1/2028	298,534.33
15	11/1/2028	298,534.33
2028 Totals		597,068.66
16	5/1/2029	298,534.33
17	11/1/2029	298,534.33
2029 Totals		597,068.66
18	5/1/2030	298,534.33
19	11/1/2030	298,534.33
2030 Totals		597,068.66
20	5/1/2031	298,534.33
21	11/1/2031	298,534.33
2031 Totals		597,068.66
22	5/1/2032	298,534.33
23	11/1/2032	298,534.33
2032 Totals		597,068.66
24	5/1/2033	298,534.33
25	11/1/2033	298,534.33
2033 Totals		597,068.66
26	5/1/2034	298,534.33
27	11/1/2034	298,534.33
2034 Totals		597,068.66
28	5/1/2035	298,534.33
29	11/1/2035	298,534.33
2035 Totals		597,068.66
30	3/1/2036	298,534.33
2036 Totals		298,534.33
Grand Totals		8,956,029.90

Last interest amount decreased by 0.03 due to rounding.

LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered into this 30th day of April, 2021, by and between the TOWN OF SOUTHWEST RANCHES, FLORIDA, a Florida municipal corporation, and its successors and assigns (the “**Town**”), and TD BANK, N.A., a national banking association, and its successors and assigns (the “**Bank**”).

WITNESSETH:

WHEREAS, on April 22, 2021, the Town adopted Resolution 2021-042 (the “**Resolution**”), authorizing a loan (the “**Loan**”) from the Bank in the principal amount not to exceed \$7,750,000, for the purpose of refinancing and currently refunding the Town of Southwest Ranches Improvement Revenue Bond, Series 2016 in the original principal amount of \$7,750,000 (the “**2016 Bond**”) and paying costs of issuance of the Bond (as hereinafter defined); and

WHEREAS, the Town hereby determines that it is desirable and in the best interest of the Town to enter into this Agreement whereby the Town will borrow the Loan from the Bank in the amount of \$7,750,000 to be used to refinance and currently refund the 2016 Bond and pay costs of issuance of the Bond; and

WHEREAS, the obligation of the Town to repay the Loan shall be evidenced by the delivery by the Town of its Improvement Revenue Refunding Bond, Taxable Series 2021 (the “**Bond**”) in the principal amount of the Loan; and

WHEREAS, the Bond shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement by the Town have been authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration for the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

SECTION 1. DEFINITIONS. In addition to the defined terms in the above recitals, as used herein, unless the context otherwise requires:

“**Act**” means Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town, and other applicable provisions of law.

“**Agreement**” means this Loan Agreement between the Town and the Bank, as the same may be amended, modified or supplemented from time to time.

“**Annual Budget**” means the annual budget prepared by the Town for each Fiscal Year in accordance with Section 9 below and in accordance with the laws of the State of Florida.

“Balloon Indebtedness” means debt of the Town, ten percent (10%) or more of the original principal amount of which matures during any one Fiscal Year.

“Business Day” means any day which is not a Saturday, Sunday or day on which banking institutions in the City of Miami, Florida are authorized to be closed.

“CAFR” means the Town’s Comprehensive Annual Financial Report or annual financial statements.

“Dated Date” means the date of issuance of the Bond.

“Default Rate” means the lesser of (i) six percentage points (6%) in excess of the Prime Rate then in effect, or (ii) the maximum rate permitted by law.

“Essential Government Services” means the Town’s general government and public safety expenses as reported in the Town’s CAFR.

“Event of Default” means any of the events described in Section 13(A) hereof.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Town pursuant to general law.

“Governing Body” means the Town Council of the Town, or its successor in function.

“Holder” means the registered owner (or its authorized representative) of the Bond.

“Legally Derived or Available Non-Ad Valorem Revenues” means all revenues or fund balance of the Town derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Bond, but only after provision has been made by the Town for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law.

“Maturity Date” means March 1, 2036.

“Mayor” means the Mayor of the Town or, in the Mayor’s absence, the Vice-Mayor, or such other persons as may be duly authorized to act on the Mayor’s behalf.

“Payment Date” means the first day of each May and November and the Maturity Date.

“Prime Rate” means the “prime rate” as quoted in *The Wall Street Journal*.

“Series 2011 Note” means the Town’s Revenue Refunding Note, Series 2011.

“Series 2013 Note” means the Town’s Revenue Refunding Note, Series 2013.

“**State**” means the State of Florida.

“**Stated Interest Rate**” means a taxable fixed rate equal to 1.92% per annum.

“**Tender Date**” means March 31, 2031.

“**Town Clerk**” means the Town Clerk or any Deputy Town Clerk.

SECTION 2. ISSUANCE OF THE BOND. Subject and pursuant to the provisions of the Resolution and this Agreement, the Bond is hereby authorized for the purpose of refinancing and currently refunding the 2016 Bond and paying costs of issuance of the Bond. The Bond shall be dated the Dated Date, and shall bear interest from such date at the Stated Interest Rate, except in accordance with Section 13 below for which the Default Rate shall apply.

Principal and interest on the Bond shall be payable on each Payment Date, with the first payment of interest and principal due on November 1, 2021 and the last payment of all accrued and unpaid interest due on the Maturity Date. Attached hereto as **Exhibit B** is a copy of the principal amortization schedule for the Bond.

SECTION 3. DESCRIPTION OF THE BOND.

The Bond shall be issued in one (1) typewritten instrument. Interest on the Bond shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty (30) day months. Details of the Bond shall be as provided in the form of Bond attached as **Exhibit A** hereto.

The Bond shall be in registered form, shall contain substantially the same terms and conditions as set forth in **Exhibit A** hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by auto-debit as set forth in Section 11 or by such other method as may be provided in writing by such Holder to the Town Clerk. So long as the Bond shall remain outstanding, the Town shall maintain and keep books for the registration and transfer of the Bond. The Bond may be assigned as provided in the form of Bond attached as **Exhibit A** hereto.

Subject to the provisions of the following paragraphs, and unless there shall be delivered written notice thereof by the Bank to the Town no later than ninety (90) days prior to Tender Date of its intent not to tender the Bond, the Bond is subject to mandatory tender for purchase by the Town on the Tender Date. The purchase price for the Bond shall be 100% of the outstanding principal amount thereof plus accrued interest to the Tender Date.

In the event of the mandatory tender by the Bank, the Town shall purchase the Bond, or cause the Bond to be purchased, in whole at a purchase price of 100% of the then outstanding principal amount thereof plus accrued interest to the Tender Date. Upon the purchase of the Bond, the Bond shall thereafter be registered in the name of the Town or such other person or entity as the Town shall designate, or at the option of the Town, shall be canceled. No such purchase of the Bond

shall be deemed to be an extinguishment of the debt represented by the Bond unless the Bond is canceled following such purchase.

It is expressly acknowledged by the parties hereto that in the event the Bond is tendered for purchase on the Tender Date, the Town may seek to remarket such tendered Bond to one or more new Holders, and may apply any proceeds thereof to the payment of the purchase price of such tendered Bond; provided, however, that the Bond may only be remarketed if the Town complies with all applicable state and federal securities and other laws in connection with such remarketing.

SECTION 4. EXECUTION OF THE BOND. The Bond shall be executed in the name of the Town by the manual signature of the Mayor and Town Administrator, the seal of the Town shall be imprinted, reproduced or lithographed on the Bond, and the Bond shall be attested to by the manual signature of the Town Clerk. If any officer whose signature appears on the Bond ceases to hold office before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Bond may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Bond shall be the proper officers to sign the Bond although at the date of the Bond or the date of delivery thereof such persons may not have been such officers.

SECTION 5. BOND MUTILATED, DESTROYED, STOLEN OR LOST. If the Bond is mutilated, destroyed, stolen or lost, the Town may, in its discretion (i) deliver a duplicate replacement Bond, or (ii) pay the Bond that has matured or is about to mature. The mutilated Bond shall be surrendered to and canceled by the Town Clerk or his or her duly authorized agent. The Holder must furnish the Town or its agent proof of ownership of any destroyed, stolen or lost Bond; and pay the Town's or its agent's reasonable expenses.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Town whether or not the destroyed, stolen, or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as the Bond so mutilated, destroyed, stolen or lost.

SECTION 6. PROVISIONS FOR PREPAYMENT. The Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days' prior written notice to the Bank, at a price of par plus accrued interest to the date of prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of maturity and shall not postpone any due dates of, or relieve the amounts of, any scheduled installment payments due hereunder.

SECTION 7. BOND NOT TO BE GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE TOWN. The Bond shall not be or constitute a general obligation or bonded indebtedness of the Town within the meaning of the Constitution of Florida and the Charter of the Town, but shall be payable from and secured solely by the covenant of the Town to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues, in the manner and to the extent herein and in the Bond provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay the Bond or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any funds of the Town other than Legally Derived or Available Non-Ad Valorem Revenues, all in the manner and to the extent herein and in the Bond provided. Nothing in the Bond

or this Agreement shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Town. The Holder acknowledges that it shall have no lien upon any real or tangible personal property of the Town.

SECTION 8. COVENANT TO BUDGET AND APPROPRIATE. The Town hereby covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Derived or Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Bond in such Fiscal Year as the same shall become due, until the Bond is paid in full. Such covenant and agreement on the part of the Town shall be cumulative to the extent not paid, and shall continue until Legally Derived or Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, or any other provisions of this Agreement or the Bond to the contrary, the Town does not covenant, nor shall it ever be obligated, to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Legally Derived or Available Non-Ad Valorem Revenues or the rates for such services or regulatory fees.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Derived or Available Non-Ad Valorem Revenues, nor, except as provided in Section 10 hereof, does it preclude the Town from pledging in the future a particular source or sources of Legally Derived or Available Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular non ad-valorem revenues, nor does it give the Holder a prior claim on the Legally Derived or Available Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town. Such covenant to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 10 hereof) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Derived or Available Non-Ad Valorem Revenues and placing on the Town a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder, subject to the terms hereof.

SECTION 9. OPERATING BUDGET; CAFR. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues sufficient to comply with the Town's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The Town shall provide to the Bank (a) annually, the Town's CAFR, within 210 days of the end of each Fiscal Year, accompanied by a certificate performing the calculation described in Section 10 hereof, and (b) annually, the Annual Budget within sixty (60) days of its adoption by the Town. The Town will also provide the Bank any other financial information that the Bank shall reasonably request.

SECTION 10. ANTI-DILUTION; ISSUANCE OF ADDITIONAL OBLIGATIONS. In each Fiscal Year in which the Bond is outstanding hereunder, and unless waived by the Bank or other Holder, the sum of (i) "A" minus (ii) "C" minus "B", shall be at least 130% of the annual debt service on all debt (including all long-term financial obligations appearing on the Town's most

recent CAFR) secured by and/or payable from Legally Derived or Available Non-Ad Valorem Revenues, including any debt payable from one or several specific revenue sources and including the Bond.

Prior to the incurrence of additional debt secured by or payable from Legally Derived or Available Non-Ad Valorem Revenues, and unless waived by the Bank or other Holder, the sum of (i) "A" minus (ii) "C" minus "B", shall be at least 150% of the maximum annual debt service on all debt (including all long-term financial obligations appearing on the Town's most recent CAFR and including the additional debt proposed to be insured) secured by and/or payable from Legally Derived or Available Non-Ad Valorem Revenues, including any debt payable from one or several specific revenue sources and including the Bond, the Series 2011 Note and the Series 2013 Note.

In addition, the Town will not issue any additional debt secured by or payable from a covenant to budget and appropriate unless (i) no Event of Default exists hereunder, (ii) any such additional debt secured by or payable from a covenant to budget and appropriate will be on parity with the Bond, with no preference as to any particular issuance of debt, and (iii) the other covenants of the Town contained herein will continue to be met.

If any additional debt of the Town, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, annual debt service on such debt shall be determined assuming such debt is amortized over twenty-five (25) years on an approximately level debt service basis.

Notwithstanding that the Series 2011 Note and the Series 2013 Note have a different Anti-Dilution test from that set forth herein, the Town and the Bank agree that the Anti-Dilution test set forth herein shall be deemed to apply to the Series 2011 Note and the Series 2013 Note for their entire term until matured or retired. The Bank hereby agrees that any scheduled balloon payment under the Bond shall have no impact on the maximum annual debt service for the Bond, which shall be based on the entire underlying 15-year amortization of the Bond.

As used in this Section 10: "A" means the average of total Legally Derived or Available Non-Ad Valorem Revenues of the Town during the prior two (2) Fiscal Years; "B" means total ad valorem revenues of the Town during the prior Fiscal Year; and "C" means the amount for Essential Government Services during the prior Fiscal Year that is not covered by ad valorem revenues.

For purposes of the foregoing tests, maximum annual debt service on any outstanding variable rate debt will be assumed to bear interest at one percent (1%) per annum over the then applicable variable rate for the month preceding the date of calculation. Attached as **Exhibit C** is the maximum annual debt service worksheet (the "Worksheet") on the effective date of the Loan Agreement. The Worksheet attached is a snapshot showing the debt service on the effective date of the Loan Agreement and will be modified to reflect future calculations made hereunder. As of the date of the Worksheet there were no draws outstanding under the referenced line of credit.

For purposes of the foregoing tests, maximum additional annual debt service on any additional variable rate debt proposed to be issued will be assumed to bear interest at one percent

(1%) per annum over the actual variable interest rate borne by such debt on the date of issuance of such debt.

SECTION 11. AUTO-DEBIT. At all times while this Agreement is in effect, payments from the Town of principal and interest on the Bond shall be set up on auto debit, which will automatically transfer payments of principal of and interest on the Bond held by the Bank from a pre-designated account of the Town maintained with the Bank on each Payment Date.

SECTION 12. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Agreement may only be modified, amended or supplemented by an instrument in writing executed by the parties hereto.

SECTION 13. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an “Event of Default”:

(i) The Town shall fail to pay the principal of or interest on, purchase price upon a mandatory tender of the Bond when due (including on the Tender Date);

(ii) The Town shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (c) make an assignment for the general benefit of creditors, (d) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (e) be adjudicated a bankrupt;

(iii) The Town shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Bond (other than as set forth in (i) above), and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Town by the Holder of the Bond; provided that such default shall not be an Event of Default if the Town within such 30 day period commences and carries out with due diligence to completion within ninety (90) days such action as is necessary to cure the same; or

(iv) Final, non-appealable judgment for the payment of money in the amount of \$10,000,000 or more is rendered against the Town, it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment will not be considered an Event of Default.

B. Remedies on Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid. While an Event of Default shall have occurred and be continuing, the Bond shall bear interest at the Default Rate.

In addition, upon the occurrence of an Event of Default, the Holder may declare the entire outstanding balance due on the Bond to be immediately due and payable, and in any such acceleration the Town shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred on appeal.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Any remedy of the Holder shall be subject to the terms of Sections 7 and 8 hereof.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

SECTION 14. GENERAL AUTHORITY. The Mayor and the members of the Governing Body and the officers, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by the Resolution and this Agreement, or desirable or consistent with the requirements thereof and hereof, for the full punctual and complete performance of all the terms, covenants and agreements contained herein, in this Agreement or in the Bond, including the execution of any documents or instruments relating to payment of the Bond, and each member, employee, attorney and officer of the Town is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated under the Resolution and hereunder.

SECTION 15. CLOSING COSTS. The Town shall be responsible for paying all fees and costs in connection with the issuance of the Bond, including, but not limited to, the fees and costs of the Bank's counsel of \$10,000.

SECTION 16. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Agreement shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Agreement.

SECTION 17. CONTROLLING LAW; OFFICIALS OF TOWN NOT LIABLE. All covenants, stipulations, obligations and agreements of the Town contained in the Resolution, this Agreement and the Bond shall be covenants, stipulations, obligations and agreements of the Town to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained in the Resolution, this Agreement or the Bond shall be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Town or the Governing Body of the Town in his or her individual capacity, and neither the members or officers of the Governing Body of the Town nor any official executing the Bond shall be liable personally on the Bond or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bond by the Town or such members thereof.

SECTION 18. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and a subsequent holder of the Bond issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Town and the Bank and their respective successors and assigns hereunder and under the Bond.

SECTION 19. ADDITIONAL COVENANTS.

(a) The Town hereby covenants that it shall promptly give notice to the Holder of any litigation or proceeding which if determined adversely to the Town would adversely affect the security for the payment of the Bond.

(b) The Town covenants and agrees that if the Town grants to any lender or holder of any indebtedness secured by a covenant to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues (i) any right related to the Legally Derived or Available Non-Ad Valorem Revenues or (ii) any event of default or remedy, that is not already contained in this Agreement, such right, event of default or remedy shall be deemed to apply hereunder as if expressly set forth herein, unless, prior to the issuance of any such indebtedness secured by a covenant to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues.

SECTION 20. APPLICATION OF BOND PROCEEDS; ESTABLISHMENT OF FUNDS. The proceeds received upon the sale of the Bond shall be applied simultaneously with the delivery of the Bond, as follows:

1. The Town shall first use the proceeds from the Bond to pay the costs of issuance of the Bond.
2. The remainder of the proceeds of the Bond shall be used to refinance and currently redeem the 2016 Bond on the date hereof. Upon such redemption and the receipt by the Bank of all amounts due in connection therewith, the 2016 Bond shall be marked on the books of the Bank as being paid in full.
3. There is hereby created a separate fund entitled "Town of Southwest Ranches, Florida, Improvement Revenue Refunding Bond, Series 2021 Bond Fund" (the "**Bond Fund**"). There shall be deposited into the Bond Fund on each Payment Date sufficient amounts of Legally Derived or Available Non-Ad Valorem Revenues which, together with the amounts already on deposit therein, will enable the Town to pay the principal of and interest on the Bond on each such Payment Date. Moneys in the Bond Fund shall be applied on each Payment Date to the payment of principal of and interest on the Bond coming due on each such Payment Date.

The Bond Fund herein established and created shall constitute a special revenue trust fund for the purposes provided herein for such fund. The money in such fund shall be continuously secured in the same manner as deposits of Town funds are authorized to be secured by the laws of the State of Florida.

The designation and establishment of the fund in and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Town for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

SECTION 21. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered (i) the day after it is sent, if sent by overnight common carrier service and (ii) five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the Town: Town of Southwest Ranches, Florida
13400 Griffin Road
Southwest Ranches, Florida 33330
Attn: Town Financial Administrator

With a copy to: Government Law Group
200 S. Andrews Avenue, Suite 601
Fort Lauderdale, Florida 33301
Attn: Keith M. Poliakoff, Esquire

If to the Bank: TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, FL 33609
Attn: Robert W. Catoc

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section.

SECTION 22. SEVERABILITY. If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 24. WAIVER OF JURY TRIAL. THE TOWN AND THE BANK IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY OR CLAIM BETWEEN THEM, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE, THAT ARISES OUT OF OR RELATES TO THIS LOAN AGREEMENT, THE BOND OR THE RESOLUTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE TOWN AND THE BANK TO ENTER INTO THIS AGREEMENT.

SECTION 25. EFFECTIVE DATE. This Agreement shall take effect immediately upon its execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.


TOWN OF SOUTHWEST RANCHES

By: 
Steve Breitkreuz, Mayor

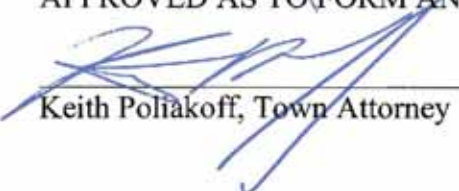
By: 
Andrew D. Berns, Town Administrator

Dated this 30th day of April, 2021

ATTEST:


Russell Muñiz, MBA, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:


Keith Poliakoff, Town Attorney

TD BANK, N.A.

By: _____
Robert W. Catoe, Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MBA, MMC, Town Clerk

By: _____
Andrew D. Berns, Town Administrator

Dated this 30th day of April, 2021

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, Town Attorney

TD BANK, N.A.

By: Robert W. Catoe
Robert W. Catoe, Vice President

EXHIBIT A

[FORM OF BOND]

No. _____

\$7,750,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF SOUTHWEST RANCHES
IMPROVEMENT REVENUE REFUNDING BOND,
TAXABLE SERIES 2021

Interest Rate:

1.92%

Maturity Date:

March 1, 2036

Dated Date:

April 30, 2021

REGISTERED OWNER: TD BANK, N.A.

PRINCIPAL AMOUNT: SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the Town of Southwest Ranches, Florida, a municipal corporation of the State of Florida (hereinafter called the “**Town**”) for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum identified above, subject to adjustment as provided in the Loan Agreement, until the entire Principal Amount has been repaid. Principal of and interest on this Bond will be paid by auto-debit to the Registered Owner hereof as it appears on the registration books of the Town at the close of business on the fifth Business Day (as defined in the hereinafter described Loan Agreement), next preceding each interest payment date.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty day months and will be paid in arrears. No presentment shall be required for any payment on this Bond except upon final maturity.

Principal and interest on this Bond shall be payable on the first day of each May and November (each, a “**Payment Date**”), with the first payment of interest due on November 1, 2021 and the last payment of all accrued and unpaid interest due on the Maturity Date identified above. The principal shall be payable commencing November 1, 2021 in accordance with the principal repayment schedule set forth as **Schedule I** hereto.

If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next succeeding Business Day, provided that credit for such payment shall not be given until the payment is actually received by the Registered Owner.

Upon the occurrence of an Event of Default (as defined in the hereinafter described Loan Agreement) until such Event of Default has been cured this Bond shall bear interest at the lesser of (i) six percentage points (6%) in excess of the Prime Rate (as defined in the Loan Agreement), or (ii) the maximum rate permitted by law (the “**Default Rate**”). In addition, upon the occurrence of an Event of Default, the Registered Owner may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the Town shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys’ fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

Any payment not paid within fifteen (15) days of when due shall be subject to a late charge equal to six percent (6%) of the overdue payment.

This Bond is being issued for the purpose of refinancing and currently redeeming the Town of Southwest Ranches Improvement Revenue Bond, Series 2016 in the original principal amount of \$7,750,000.00 and paying costs of issuance of the Bond, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town and other applicable provisions of law (collectively, the “**Act**”), Resolution 2021-042, adopted by the Town Council on April 22, 2021 (the “**Resolution**”), and that certain Loan Agreement dated April 30, 2021, between the Town and the Registered Owner (the “**Loan Agreement**”). All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Loan Agreement.

This Bond and the interest hereon are secured by a covenant to budget and appropriate in each Fiscal Year from its Legally Derived or Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Bond, until this Bond has been paid in full. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms and security for the Bond, the custody and application of the proceeds of the Bond, the rights and remedies of the Registered Owner of the Bond and the limitations thereon, and the extent of and limitations on the Town’s rights, duties and obligations, to all of which provisions the Registered Owner hereof for itself and its successors in interest assents by acceptance of this Bond.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Bond in any year exceed the maximum rate permitted by law.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF FLORIDA AND THE CHARTER OF THE TOWN, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE COVENANT OF THE TOWN TO BUDGET AND APPROPRIATE LEGALLY DERIVED OR AVAILABLE NON-AD VALOREM REVENUES, IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, IN THE LOAN AGREEMENT AND IN THIS BOND PROVIDED. NO REGISTERED OWNER SHALL

EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THIS BOND OR THE INTEREST HEREON, NOR SHALL ANY REGISTERED OWNER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND INTEREST FROM ANY FUNDS OF THE TOWN OTHER THAN LEGALLY DERIVED OR AVAILABLE NON-AD VALOREM REVENUES, ALL IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, IN THE LOAN AGREEMENT AND IN THIS BOND PROVIDED.

This Bond shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Loan Agreement.

It is further agreed between the Town and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon any real or tangible personal property of or in the Town. Neither the members of the governing body of the Town nor any person executing the Bond shall be liable personally on the Bond by reason of its issuance.

This Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days' prior written notice to the Registered Owner, at a price of par plus accrued interest to the date of prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of maturity and shall not postpone any due dates of, or relieve the amounts of, any scheduled installment payments due hereunder.

Subject to the provisions of the Loan Agreement, this Bond is subject to mandatory tender for purchase by the Town, or such other person or entity as the Town shall designate, on the Tender Date (as defined in the Loan Agreement). The purchase price for this Bond shall be 100% of the outstanding principal amount thereof plus accrued interest to the Tender Date.

This Bond may be assigned by the owner of this Bond, or any assignee or successor-in-interest thereto upon at least five (5) Business Days prior written notice to the Town. Such assignment shall only be effective, and the Town obligated to pay such assignee, upon delivery to the Town Clerk at the address set forth below of (i) a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Bond or by its attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Bond, along with the social security number or federal employer identification number of such assignee, and (ii) a purchaser letter from such assignee indicating that such assigned is an affiliate of the Registered Owner, an "accredited investor" or a "qualified institutional investor" as defined in Rule 144(A) promulgated under the Securities Act of 1933, as amended. In all cases of an assignment of this Bond, the Town shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Town Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The Town may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Bond to which it relates.

Upon the assignment of this Bond, the assigning owner of this Bond shall be deemed to have relinquished its rights, if any, hereunder and under the Resolution and the Loan Agreement.

Any notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at 2307 West Kennedy Boulevard, Tampa, Florida 33609, Attention: Robert W. Catoe, or such other address or addresses as the Registered Owner shall provide the Town in writing. In the event of an assignment of this Bond, any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the Town in writing. Any notice required to be given to the Town hereunder shall be given to the Town Financial Administrator at Town of Southwest Ranches, Florida, 13400 Griffin Road, Southwest Ranches, Florida 33330, with a copy to Government Law Group, 200 South Andrews Ave., Suite 601, Fort Lauderdale, Florida 33301, Attention: Keith M. Poliakoff, or such other address or addresses as the Town shall provide the Registered Owner in writing.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional or statutory limitation or provision.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS BOND, AND THE TOWN, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE BOND, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS BOND, THE RESOLUTION, THE LOAN AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

[remainder of page intentionally left blank]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond in the books kept by the Town for the registration thereof, with full power of substitution in the premises.

Dated: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Bond in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common
UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used
though not in the above list.

SCHEDULE I

AMORTIZATION SCHEDULE

See Attached.

Rate Period: Monthly

Nominal Annual Rate: 1.920%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	4/30/2021	7,750,000.00	1		
2 Payment	11/1/2021	298,534.33	29	Semiannual	11/1/2035
3 Payment	3/1/2036	298,534.33	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment
Loan	4/30/2021	
1	11/1/2021	298,534.33
2021 Totals		298,534.33
2	5/1/2022	298,534.33
3	11/1/2022	298,534.33
2022 Totals		597,068.66
4	5/1/2023	298,534.33
5	11/1/2023	298,534.33
2023 Totals		597,068.66
6	5/1/2024	298,534.33
7	11/1/2024	298,534.33
2024 Totals		597,068.66
8	5/1/2025	298,534.33
9	11/1/2025	298,534.33
2025 Totals		597,068.66
10	5/1/2026	298,534.33
11	11/1/2026	298,534.33
2026 Totals		597,068.66
12	5/1/2027	298,534.33
13	11/1/2027	298,534.33
2027 Totals		597,068.66
14	5/1/2028	298,534.33
15	11/1/2028	298,534.33
2028 Totals		597,068.66
16	5/1/2029	298,534.33
17	11/1/2029	298,534.33
2029 Totals		597,068.66
18	5/1/2030	298,534.33
19	11/1/2030	298,534.33
2030 Totals		597,068.66
20	5/1/2031	298,534.33
21	11/1/2031	298,534.33
2031 Totals		597,068.66
22	5/1/2032	298,534.33
23	11/1/2032	298,534.33
2032 Totals		597,068.66
24	5/1/2033	298,534.33
25	11/1/2033	298,534.33
2033 Totals		597,068.66
26	5/1/2034	298,534.33
27	11/1/2034	298,534.33
2034 Totals		597,068.66
28	5/1/2035	298,534.33
29	11/1/2035	298,534.33
2035 Totals		597,068.66
30	3/1/2036	298,534.33
2036 Totals		298,534.33
Grand Totals		8,956,029.90

Last interest amount decreased by 0.03 due to rounding.

EXHIBIT B

AMORTIZATION SCHEDULE

See Attached.

Rate Period: Monthly

Nominal Annual Rate: 1.920%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	4/30/2021	7,750,000.00	1		
2 Payment	11/1/2021	298,534.33	29	Semiannual	11/1/2035
3 Payment	3/1/2036	298,534.33	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment
Loan	4/30/2021	
1	11/1/2021	298,534.33
2021 Totals		298,534.33
2	5/1/2022	298,534.33
3	11/1/2022	298,534.33
2022 Totals		597,068.66
4	5/1/2023	298,534.33
5	11/1/2023	298,534.33
2023 Totals		597,068.66
6	5/1/2024	298,534.33
7	11/1/2024	298,534.33
2024 Totals		597,068.66
8	5/1/2025	298,534.33
9	11/1/2025	298,534.33
2025 Totals		597,068.66
10	5/1/2026	298,534.33
11	11/1/2026	298,534.33
2026 Totals		597,068.66
12	5/1/2027	298,534.33
13	11/1/2027	298,534.33
2027 Totals		597,068.66
14	5/1/2028	298,534.33
15	11/1/2028	298,534.33
2028 Totals		597,068.66
16	5/1/2029	298,534.33
17	11/1/2029	298,534.33
2029 Totals		597,068.66
18	5/1/2030	298,534.33
19	11/1/2030	298,534.33
2030 Totals		597,068.66
20	5/1/2031	298,534.33
21	11/1/2031	298,534.33
2031 Totals		597,068.66
22	5/1/2032	298,534.33
23	11/1/2032	298,534.33
2032 Totals		597,068.66
24	5/1/2033	298,534.33
25	11/1/2033	298,534.33
2033 Totals		597,068.66
26	5/1/2034	298,534.33
27	11/1/2034	298,534.33
2034 Totals		597,068.66
28	5/1/2035	298,534.33
29	11/1/2035	298,534.33
2035 Totals		597,068.66
30	3/1/2036	298,534.33
2036 Totals		298,534.33
Grand Totals		8,956,029.90

Last interest amount decreased by 0.03 due to rounding.

EXHIBIT C

Maximum Annual Debt Service Worksheet

Town of Southwest Ranches - Aggregate DSvc for CBA of Non-Ad Valorem Revenues

DS After Series 2021 Refinancing							
FY	TD Series 2011 2.73%	Contingent Note 3.40%	TD Series 2013 2.45%	TD Equip Note 2.58%	TD ACTUAL Series 2021 15 yr-1.90%	TD Emergency Line of Credit 10M Series 2016*	Total Interest and Principal
	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep
2021	286,522	96,968	241,908	29,485	251,875		906,759
2022	71,631	57,938	242,118	29,485	597,092		998,254
2023			241,559	29,485	597,092		868,136
2024			240,348		597,092		837,440
2025			238,597		597,092		835,689
2026			235,230		597,092		833,311
2027					597,092		597,092
2028					597,092		597,092
2029					597,092		597,092
2030					597,092		597,092
2031					597,092		597,092
2032					597,092		597,092
2033					597,092		597,092
2034					597,092		597,092
2035					597,092		597,092
2036					596,146		596,146
Total	358,153	154,906	1,440,748	88,456	8,207,309		11,249,572
Original Par	2,500,000	800,000	2,658,800	206,500	7,750,000		13,915,100
	MADS (Thru FY 2022)						998,254

NOTES: * Represents maximum annual debt service (MADS) thru FY 2022

FY 2018 LOC includes interest only - full payback occurred within FY 2020

Notice of Sale

Notice of Sale created successfully.

Bond Issue Name: Town of Southwest Ranches Improvement Revenue Refunding Bond, Series 2021

Sale Date: 4/30/2021

Closing Date: 4/30/2021

Submission Date: 4/28/2021 11:40:48 AM

**CERTIFICATE OF TOWN AS TO
SIGNATURES, NO LITIGATION AND OTHER MATTERS**

The undersigned, Mayor, Town Administrator, Town Financial Administrator and Town Clerk of the Town of Southwest Ranches, Florida (the “Issuer”), in connection with the issuance this day by the Issuer of the following described Bond:

\$7,750,000 Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021, consisting of one fully registered Bond dated April 30, 2021, bearing interest at a fixed rate of interest of 1.92% and maturing on March 1, 2036.

DO HEREBY CERTIFY that:

I

The following terms in this Certificate shall have the following meanings (terms not defined herein shall have the meanings set forth in the Resolution and Loan Agreement):

“Bank” means TD Bank N.A., and its successors and assigns.

“Bond” means the obligation described above.

“Loan Agreement” means the Loan Agreement dated as of April 30, 2021 by and between the Issuer and the Bank.

“Resolution” means Resolution No. 2021-042 duly adopted by the Town Council of the Issuer on April 22, 2021.

II

The Issuer is a duly created and validly existing municipality under the Constitution and laws of the State of Florida.

III

The Resolution approving and authorizing the adoption, execution and delivery of the Loan Agreement and the Bond, was duly adopted at a meeting of the Town Council of the Issuer, which was duly called and held pursuant to law and at which a quorum was present and acting throughout, and is in full force and effect and has not been repealed, revoked, rescinded or altered in any manner.

IV

The Issuer has full right, power and authority to (i) adopt the Resolution; (ii) issue the Bond for the purpose for which it is to be issued as set forth in the Loan Agreement; (iii) enter into and execute the Loan Agreement; (iv) secure the Bond with a covenant to budget and

appropriate funds from its Legally Derived or Available Non-Ad Valorem Revenues; and (v) to perform any acts required to be performed by the Issuer in such documents.

V

There is no action, suit, referendum, proceeding, inquiry or investigation at law or in equity or before or by any court, governmental agency, arbitrator, authority, public board or body pending or, to the knowledge of the Issuer threatened, against or affecting the Issuer wherein an unfavorable decision, ruling or finding would materially and adversely affect (i) the issuance or sale of the Bond; (ii) the existence of the Issuer or the titles of its respective officers to their respective offices; (iii) the collection of revenues by the Issuer from which the Issuer is obligated to make payments under the Loan Agreement and the Bond; (iv) the financial condition of the Issuer; (v) the validity or enforceability of the Loan Agreement, the Resolution, or the Bond; (vi) the power of the Issuer to execute, deliver or approve such documents; (vii) the business, properties, assets or financial condition of the Issuer; or (viii) the ability of the Issuer to comply with its obligations under the Loan Agreement and the Bond.

VI

As of the date hereof, (i) all representations and warranties contained in the Loan Agreement of the Issuer are true, accurate and correct; and (ii) the Issuer is in compliance with all covenants contained in the Loan Agreement and is not in default under any provision of the Loan Agreement. No default, event of default or event which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default under the Loan Agreement or under any document executed by the Issuer relating to the Bond, has occurred and is continuing.

VII

The Bond will constitute a valid and binding limited obligation of the Issuer enforceable in accordance with its terms and entitled to the benefits and security of the Loan Agreement (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies).

VIII

The Issuer is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

IX

The audited financial statements and other financial information of the Issuer provided to the Bank present fairly the financial position of the Issuer as of the dates indicated and the results

of its operations for the periods specified; the audited financial statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as may otherwise be stated in the notes thereto; and there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that date set forth in the audited financial statements, and the Issuer has not incurred any material liabilities since the date of the financial statements other than in the ordinary course of business.

X

The adoption of the Resolution, the execution and delivery of the Loan Agreement and the other documents contemplated therein, the issuance of the Bond, the application of the proceeds from the sale of the Bond, together with certain other moneys and securities, for the purposes set forth in the Loan Agreement, and the compliance by the Issuer with the provisions hereof and thereof, under the circumstances contemplated therein, will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under either the Issuer's Charter or under any ordinance, resolution, indenture, mortgage, deed of trust, loan agreement, contract or any agreement or other instrument of the Issuer to which the Issuer is a party, or of any existing law, administrative regulation, court order or consent decree to which the Issuer or the Issuer's property is subject.

XI

The Issuer is not now, and as of the date of Closing will not be, in default with respect to any agreement to which the Issuer is a party which could have a material financial impact on the Issuer or which could materially and adversely affect the ability of the Issuer to consummate the transactions contemplated by the Resolution, the Bond or the Loan Agreement.

XII

The Mayor has executed the Bond by his manual signature, and said Mayor was on the date he signed the Bond, and is now, the duly chosen, qualified and acting Mayor of the Issuer and the signature appearing on the Bond and the signature at the end of this Certificate are the true and lawful signature of the Mayor.

Andrew D. Berns is the duly appointed Town Administrator of the Issuer and the signature appearing at the end of this Certificate constitutes the true and lawful signature of the Town Administrator.

Martin D. Sherwood is the duly appointed Town Financial Administrator of the Issuer and the signature appearing at the end of this Certificate constitutes the true and lawful signature of the Town Financial Administrator.

Russell Muñiz is the duly appointed Town Clerk of the Issuer and the official seal of the Issuer was duly impressed on the Bond and attested by the manual signature of the Town Clerk.

Such seal and signature impressed on or otherwise reproduced on the Bond and the signature of the Town Clerk appearing at the end of this Certificate constitute the true and lawful seal of the Issuer and signatures of the Town Clerk, respectively.

[Remainder of page intentionally left blank]

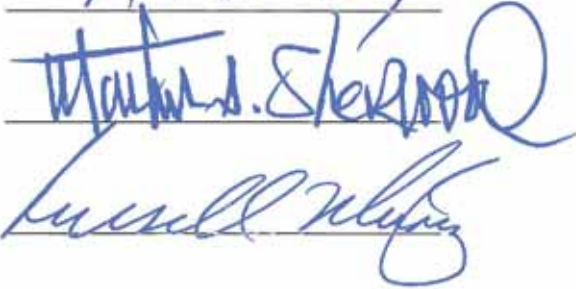
WITNESS, our hand and said corporate seal this 30th day of April, 2021.

SIGNATURE

OFFICIAL TITLE



Mayor
Town of Southwest Ranches, Florida



Town Administrator
Town of Southwest Ranches, Florida

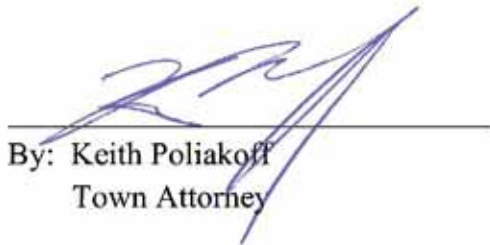


Town Financial Administrator
Town of Southwest Ranches, Florida

(SEAL)

Town Clerk
Town of Southwest Ranches, Florida

Approved as to form and correctness:



By: Keith Poliakoff
Town Attorney

CERTIFICATE OF INCUMBENCY

I, the undersigned officer of the Town of Southwest Ranches, Florida (the “Issuer”), DO HEREBY CERTIFY:

1. The following is a correct list of the names of certain officers of the Issuer, and of the dates of expiration of their respective terms of office:

<u>OFFICE</u>	<u>OFFICER</u>	<u>EXPIRATION OF TERM</u>
Mayor	Steve Breitreuz	November 2024
Vice Mayor	Bob Hartmann	November 2022
Councilmember	Jim Allbritton	November 2024
Councilmember	David Kuczenski	November 2024
Councilmember	Gary Jablonski	November 2022
Town Administrator	Andrew D. Berns	At the pleasure of the Town Council
Town Financial Administrator	Martin D. Sherwood	At the pleasure of the Town Council
Town Clerk	Russell Muñiz	At the pleasure of the Town Council
Town Attorney	Keith Poliakoff	At the pleasure of the Town Council

[Remainder of page intentionally left blank]

2. The official seal of the Issuer, being the only seal used by the Issuer, is the seal an impression of which is impressed opposite my signature on this certificate.

WITNESS my hand and the official seal of the Issuer, referred to above, this 30th day of April, 2021.

(SEAL)

TOWN OF SOUTHWEST RANCHES,
FLORIDA

By: 
Russell Muñiz, MBA, MMC, Town Clerk

**CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST**

STATE OF FLORIDA
COUNTY OF BROWARD

Each of the undersigned members of the Town Council (the "Town Council") of the Town of Southwest Ranches, Florida (the "Issuer"), recognizing that the purchaser of the Town of Southwest Ranches, Florida, Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond"), will have purchased the Bond in reliance upon this Certificate, DOES HEREBY CERTIFY:


(1) that he or she has no personal knowledge that any two or more members of the Town Council, meeting together, reached any prior conclusion as to whether the actions taken by the Town Council, with respect to the Bond, the security therefor and the application of the proceeds thereof, should or should not be taken by the Town Council or should or should not be recommended as an action to be taken or not to be taken by the Town Council, except at public meetings of the Town Council held after due notice to the public was given in the ordinary manner required by law and custom of the Town Council;

(2) that he or she does not have or hold any employment or contractual relationship with TD Bank, N.A., which is purchasing the Bond from the Issuer.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 30th day of April, 2021.



Steve Breitkreuz



Bob Hartmann



Gary Jablonski



Jim Allbritton



David Kuczenski


CERTIFICATE RE: INTEREST RATE

In accordance with the provisions of Section 215.84(3), Florida Statutes, the undersigned official of Town of Southwest Ranches, Florida, DOES HEREBY CERTIFY that as of the date hereof, the rate of interest on the Bond described below does not, as of the date hereof, exceed an average net interest cost rate, computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first (1st) day of April, 2021 (the "Preceding Date") which is the month during which the Bond was sold (2.35%) or pursuant to 158.825(1)(d) in excess of 500 basis points to the 30-year Treasury Bond yield published in The Bond Buyer on the Preceding Date.

\$7,750,000 Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021, consisting of one fully registered Bond dated April 30, 2021, bearing interest at a fixed rate of interest of 1.92% and maturing on March 1, 2036.

Executed this 30th day of April, 2021.

TOWN OF SOUTHWEST RANCHES,
FLORIDA

By: 
Martin Sherwood, Town Financial
Administrator

CERTIFICATE OF DELIVERY AND PAYMENT


I, the undersigned officer of the Town of Southwest Ranches, Florida (the "Issuer"), DO HEREBY CERTIFY that on the 30th day of April, 2021, I delivered to TD Bank, N.A. (the "Purchaser"), the following described obligations of the Issuer:

\$7,750,000 Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021, consisting of one fully registered Bond dated April 30, 2021, bearing interest at a fixed rate of interest of 1.92% and maturing on March 1, 2036.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Town of Southwest Ranches, Florida, this 30th day of April, 2021.

TOWN OF SOUTHWEST RANCHES,
FLORIDA


(SEAL)



Russell Muñiz, MBA, MMC, Town Clerk

By: 

Steve Brejtkreuz, Town Mayor

By: 

Andrew Berns, Town Administrator

Approved as to form and correctness:

By: 

Keith Poliakoff, Town Attorney

PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the Town of Southwest Ranches, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$7,750,000 Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Bond, is relying on Saul Ewing Arnstein & Lehr, LLP ("Bond Counsel/Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel/Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement, dated as of April 30, 2021, by and between the Issuer and the Purchaser (the "Loan Agreement").

We are aware that the purchase of the Bond involves various risks, that the Bond is not a general obligation of the Issuer and that the payment of the Bond is secured solely from the sources described in the Loan Agreement (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our purchase decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Bond and can bear the economic risk of our purchase of the Bond.

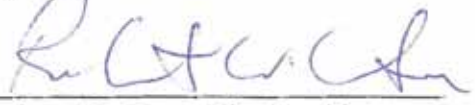
We acknowledge that the Loan Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that Bond Counsel/Issuer's Counsel shall not have any obligation to effect any such registration or qualification.

We are purchasing the Bond for our own account and not with a present view to a resale or other distribution to the public. We understand that the Bond may not be transferred except in accordance with the Loan Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 30th day of April, 2021.

TD BANK, N.A.

By: 
Robert W. Catoe, Vice President

DISCLOSURE LETTER

The undersigned, as purchaser, has negotiated with the Town of Southwest Ranches, Florida (the "Issuer") for the private purchase of its Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") in the principal amount of \$7,750,000. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

Holland & Knight LLP
Purchaser Counsel Fees – \$10,000.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$-0-.

4. The management fee to be charged by the Purchaser is \$-0-.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to refinance and refund the Town of Southwest Ranches Improvement Revenue Bond, Series 2016 in the original principal amount of \$7,750,000.00.

Unless earlier redeemed, the Bond is expected to be repaid by March 1, 2036; at a fixed interest rate of 1.92%, assuming that the Bond is not tendered by the Purchaser on May 1, 2031, total interest paid over the life of the Bond is estimated to be \$1,206,029.90.

The Bond will be payable solely from the Legally Derived or Available Non-Ad Valorem Revenues, as such term is defined in Loan Agreement, dated as of April 30, 2021, between the Issuer and the Purchaser (the "Loan Agreement"). Issuance of the Bond, based on the assumptions above, is estimated to result in an annual average of approximately \$597,068.66 of


Legally Derived or Available Non-Ad Valorem Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Bond.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, Florida 33609

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 30th day of April, 2021.

TD BANK, N.A.

By: 
Robert W. Catoe, Vice President

RECEIPT FOR BOND

RECEIPT IS HEREBY ACKNOWLEDGED of the following described obligation of the Town of Southwest Ranches, Florida:

\$7,750,000 Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021, consisting of one fully registered Bond dated April 30, 2021, bearing interest at a fixed rate of interest of 1.92% and maturing on March 1, 2036.

Dated this 30th day of April, 2021.

TD BANK, N.A.

By: 
Robert W. Catoe, Vice President

LOAN CLOSING STATEMENT

BOND ISSUER: TOWN OF SOUTHWEST RANCHES, FLORIDA
LENDER: TD BANK, N.A.
TRANSACTION: ISSUANCE OF TOWN OF SOUTHWEST RANCHES IMPROVEMENT
REFUNDING BOND, TAXABLE SERIES 2021
NOT TO EXCEED \$7,750,000.00
CLOSING DATE: April 30, 2021

BOND CLOSING COSTS:

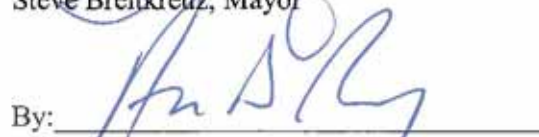
Payoff of Improvement Revenue Bond, Series 2016	\$7,750,000.00
Interest to May 1, 2021 on the 2016 Bond	\$ 125,237.84
Government Law Group (Town counsel)	\$ 420.00
Bond Counsel Opinion Letter	\$ 5,000.00
Borrower's Counsel Opinion Letter	\$ 3,000.00
Saul Ewing Arnstein & Lehr (Bond counsel)	\$ 25,000.00
Holland & Knight LLP(Lender's counsel)	<u>\$ 10,000.00</u>
TOTAL BOND CLOSING COSTS:	\$7,918,657.84

TOWN OF SOUTHWEST RANCHES

ATTEST:


Russell Muñiz, MBA, MMC, Town Clerk


By: 
Steve Breitkreuz, Mayor

By: 
Andrew Berns, Town Administrator

Approved as to form and correctness


Keith Poliakoff, Town Attorney

TD BANK, N.A.

By: 
Robert W. Catoe, Vice President

SAUL EWING
ARNSTEIN
& LEHR ^{LLP}

lawyers@saul.com

www.saul.com

April 30, 2021

Town Council
Town of Southwest Ranches
Southwest Ranches, Florida

TD Bank, N.A.
Tampa, Florida

Re: \$7,750,000 Town of Southwest Ranches, Florida
Improvement Revenue Refunding Bond, Taxable Series 2021

Ladies and Gentlemen:

We have acted as bond counsel to the Town of Southwest Ranches, Florida (the "**Issuer**") in connection with the issuance by the Issuer of its \$7,750,000 Improvement Revenue Refunding Bond, Taxable Series 2021 (the "**Bond**") pursuant to and under the authority of the Constitution of the State of Florida; the Charter of the Issuer; Chapter 166, Part II, Florida Statutes (collectively, the "**Act**"); Resolution No. 2021-042 adopted by the Town Council of the Issuer on April 22, 2021, 2021 (the "**Resolution**"); the Loan Agreement dated as of April 30, 2021 (the "**Loan Agreement**") by and between the Issuer and TD Bank, N.A. (the "**Purchaser**"); and other applicable provisions of law. Any capitalized terms used herein not otherwise defined shall have the meaning set forth in the Resolution and Loan Agreement.

As bond counsel, we have examined the Act and the proceedings of the Issuer (the "**Proceedings**") relating to the Resolution with respect to the authorization, issuance and sale of the Bond, and such other papers as we deem necessary to render this opinion. We have examined and rely upon the certified transcript of the Proceedings relative to the adoption of the Resolution and the authorization, issuance and sale of the Bond; the representations of the Issuer contained in the Resolution and the Loan Agreement; and such other papers as we deem necessary in order to render this opinion, and we have not undertaken to verify any facts by independent investigation, examination, inspection or audit.

The Bond is payable from the Legally Derived or Available Non-Ad Valorem Revenues of the Issuer budgeted, appropriated and deposited as provided in the Loan Agreement. The Issuer has covenanted and agreed to appropriate in its annual budget for each fiscal year a sufficient amount of Legally Derived or Available Non-Ad Valorem Revenues for payment of principal of and interest on the Bond in each fiscal year, and to make certain other payments required by the Loan Agreement, subject to the limitations described in the Loan Agreement.

The Bond does not constitute a general obligation or indebtedness of the Issuer within the meaning of any constitutional, statutory or other limitation of indebtedness and the holder thereof

shall never have the right to compel the exercise of any ad valorem taxing power of the Issuer or taxation in any form of any real or personal property for the payment of the principal of or interest on the Bond.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Proceedings show lawful authority for the issuance of the Bond under the laws of the State of Florida now in force. The Bond has been duly authorized, executed and delivered by the Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with its terms, payable solely from the source provided therefor in the Loan Agreement.
2. The Bond and the Loan Agreement are valid and legally binding obligations of the Issuer enforceable upon the Issuer in accordance with their respective terms, provided that the rights of the owners of the Bond and the enforceability of the Bond and the Loan Agreement may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The rights of the owners of the Bond and the enforceability of the Bond and the Loan Agreement may also be subject to the valid exercise of the constitutional powers of the State of Florida and the United States of America.
3. The Resolution and the Loan Agreement create an obligation of the Issuer to budget and appropriate in its annual budget amounts from the Legally Derived or Available Non-Ad Valorem Revenues of the Issuer sufficient to satisfy the principal and interest payments on the Bond to the extent provided in the Loan Agreement.

The opinions set forth herein express our professional judgment as attorneys as to the legal issues addressed herein. By rendering such opinions, the undersigned does not become an insurer or guarantor of that expression of professional judgment or of the transaction opined upon. Nor does the rendering of that opinion guarantee the outcome of any legal dispute that may arise out of the transaction. Our opinion represents the legal judgment of the attorneys participating in the transaction based upon our review of the applicable law and the facts that we deem relevant to render such opinion.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of any offering material relating to the Bond. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Bond to the Purchaser. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Issuer or the Purchaser with any federal or state statute, regulation or ruling with respect to the sale and placement of the Bond or regarding the perfection or priority of the lien on the Legally Derived or Available Non-Ad Valorem Revenues budgeted, appropriated and deposited for the security of the Bond, all in the manner and to the extent provided in the Loan Agreement.

We express no opinion as to the accuracy, adequacy, completeness or sufficiency of any information furnished to any person in connection with any offer or sale of the Bond or with respect to any undertaking by the Issuer to provide continuing disclosure of any such information.

We are not expressing an opinion on the investment quality of the Bond, and we have not investigated or examined the facts, figures or financial statements or other representations made to the Purchaser respecting the Issuer by its representatives. Furthermore, we are not expressing an opinion as to whether the facts, figures, financial statements or other representations made to the Purchaser respecting the Issuer by its representatives contained any untrue statements of material fact or omitted to state any material facts necessary to make the statements made not misleading.

In rendering this opinion, we have relied upon certifications of the Issuer with respect to certain material facts solely within the Issuer's knowledge. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,


Saul Ewing Arnstein & Lehr LLP 
LLP

cc: Andrew Berns, Town Administrator

SAUL EWING
ARNSTEIN
& LEHR^{LLP}

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www.saul.com

April 30, 2021

TD BANK, N.A.
2307 West Kenned Boulevard
Tampa, Florida 33609

RE: Town of Southwest Ranches (“Borrower”) \$7,750,000.00 Improvement Revenue Refunding Bond, Taxable Series 2021 Loan from TD Bank, N.A. (“Lender”)

Dear Ladies and Gentlemen:

We have acted as counsel to Borrower for purposes of issuing this opinion letter (“Opinion”). Terms used but not otherwise defined herein shall have the meanings provided in the Loan Documents (as defined below).

A. In rendering this Opinion, we have reviewed the following documents:

1. The Bond;
2. Loan Agreement between Lender and Borrower;
3. Certificate as to Public Meetings and No Conflict of Interest;
4. Certificate of Borrower as to Signature, No litigation and other matters;
5. Certificate of Incumbency of Borrower;
6. Resolution No. 2021-042, adopted by the Borrower’s Town Council on April 22, 2021, a copy of which is attached hereto as Exhibit “A” (the “Resolution”); and
7. A certificate to counsel from Borrower, dated April 30, 2020, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference.

The above listed documents identified as A.2. and A.6. are hereinafter sometimes referred to as the "Loan Documents."

B. In rendering this Opinion, we have reviewed and relied as to certain factual matters that affect our Opinion, on the Borrower's Charter, a copy of which is attached hereto as Exhibit "C", formed pursuant to Chapter 166, Florida Statutes (the "Act") and other applicable provisions of law (the "Entity Documents").

We have examined the executed Loan Documents along with such other documents as we have deemed necessary for the purposes of this Opinion. We have not made any factual or document investigation in rendering the opinions herein set forth other than the documentation specifically referenced in this Opinion.

C. We have assumed the genuineness of all signatures and the authenticity of all items submitted to us as originals and the conformity with originals of all items submitted to us as copies and the accuracy, completeness and authenticity of all certificates and corporate resolutions. In making our examination of the Loan Documents and the Entity Documents (collectively referred to herein as the "Documents") we have assumed that each party to one or more of the Documents, other than the Borrower, has the power and authority to execute and deliver, and to perform and observe the provisions of, the Documents, and has duly authorized, executed and delivered such Documents, and that such Documents constitute the legal, valid and binding obligations of such party enforceable against such party in accordance with their terms.

We have further assumed and without independent verification and make no representations as to the following:

1. That the representations as to factual matters in the Loan Documents and matters advised by the client are accurate, true and complete (we have made no independent examination of any of the aforesaid matters);

2. That the representations as to factual matters in the Entity Documents and matters advised by the client are accurate, true and complete;

3. The authenticity and accuracy of all the certificates (of public officials, governmental agencies and departments and corporate officers) and statement of facts, on which we are relying, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified or photo static copies, the authenticity of originals of such latter documents and that any certificate or other document upon which we have relied that was given or dated earlier than this opinion letter was accurate when given and has remained accurate as far as relevant to the opinions contained herein from such earlier date through and including the date hereof;

4. The enforceability of the Loan Documents against all parties other than Borrower;

5. All parties to the Loan Documents other than Borrower will appropriately comply with any and all filings required by any such party's state of incorporation, domestication or formation;

6. We have assumed that there exists valid and lawful consideration for the parties to the Loan Documents to enter into the Loan Documents.

7. We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Loan Documents.

8. The Loan Documents, and the transaction evidenced thereby, are the legal, valid and binding obligations of the Lender and the other parties to the Loan Documents (other than the Borrower), are valid, binding and enforceable against them in accordance with their respective terms. Each individual executing the Loan Documents (other than the Borrower) have the requisite power and authority to consummate the transaction contemplated by the Loan Documents and perform their obligations thereunder;

9. All terms and conditions of, or relating to, the transactions contemplated by the Loan Documents are correctly and completely embodied in the Loan Documents and all other documents referred to in this opinion. There has not been any mutual mistake of fact or misunderstanding, estoppel, fraud, duress or undue influence;

10. The opinion expressed below in paragraphs F.3 and F.4 concerning the legality, validity, and binding effect and enforceability of the Loan Documents means that (a) the Loan Documents constitute effective contracts under applicable law; (b) the Loan Documents are not invalid as to their entirety because of a specific statutory prohibition or public policy and are not subject in their entirety to a contractual defense; and (c) subject to the last sentence of this paragraph, some remedy, including institution of a lawsuit, is available if there is a material default under the Loan Documents. This does not mean that: (a) any particular remedy is available upon the material default; or (b) every provision of the Loan Documents will be upheld or enforced in any or each circumstance by a court; and,

11. Routine procedural matters such as service of process or qualification to do business in the relevant jurisdictions will be satisfied by the parties seeking to enforce the Loan Documents.

Except as specifically set forth above, we have neither reviewed nor requested an examination of the indices or records of any court or governmental agency, authority, instrumentality or entity.

D. We are members of the Bar of the State of Florida and do not hold ourselves out as being conversant with the laws of any jurisdiction other than those of the United States of America and the State of Florida, and are expressing no opinion as to the laws of any jurisdiction other than those of the United States and the State of Florida and this Opinion is so limited. Accordingly,

notwithstanding any opinions herein, to the extent that any of the Loan Documents are governed by laws other than those of the State of Florida and the United States of America, the opinions herein will not be applicable.

E. The opinions expressed herein are subject to the following further qualifications, exceptions and limitations:

1. The enforceability of the Loan Documents may be subject to the effect of court decisions which have held that certain covenants and provisions of agreements are unenforceable or impose a limitation on the availability of a particular remedy or right where:

- (i) the breach of such covenants or provisions impose restrictions or burdens upon the debtor (Borrower), including the acceleration of indebtedness due under debt instruments, and it cannot be demonstrated that the enforceability of such restrictions or burdens is reasonable and necessary for the protection of the creditor (Lender);
- (ii) Florida and federal constitutional limitations, including notice and due process requirements and right to a trial by jury;
- (iii) general equitable principles, whether considered in a proceeding in equity or at law, including (without limitation): concepts of materiality, reasonableness, good faith and fair dealing; equitable subordination of a creditor's lien or security interest if a creditor exercises excessive control over a Borrower; the requirement for mitigation of damages; the appointment of receivers; the requirement of legal proceedings and the court's permission before a mortgagee or secured party may enter, take possession of, or operate property subject to a lien or security interest; the limitation of specific enforcement of agreements;
- (iv) the creditor's enforcement of such covenants or provisions under the circumstances would violate the creditor's implied covenants of commercial reasonableness, conscionableness, good faith and fair dealing.

Nevertheless, subject to the other assumptions and qualifications set forth in this opinion letter, such unenforceability will not render the Loan Documents invalid as a whole or preclude (i) the judicial enforcement of the obligations of the Borrower to repay the principal, together with interest thereon (to the extent not deemed a penalty) as provided in the Loan Documents, (ii) the acceleration of the obligation of the Borrower, to repay such principal, together with such interest, upon a material default by the Borrower in the payment of such principal or interest as required by the Loan Documents and (iii) the foreclosure or other exercise of remedies in accordance with applicable law upon maturity or upon acceleration.

2. We express no opinion as to the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors

generally, including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination. Furthermore, the validity, binding effect and enforceability of the Loan Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statutes, rules, regulations or other laws affecting the enforcement of creditors' rights and remedies generally, and (b) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principal or a requirement as to commercial reasonableness, conscionability or good faith, and decisions governing, limiting or affecting the availability of any self-help relief or remedy and any relief or remedy which is equitable or discretionary in nature. The remedies of specific enforcement, injunctive relief or any other equitable remedies (including, but not limited to, the right to automatic appointment of a receiver) are subject to the discretion of the court before which any proceeding therefore may be brought. You should also be aware that Florida courts have held that under certain circumstances where an election of remedies is made, alternative remedies may not be pursued until the original remedy has been pursued to fruition and has proved insufficient to satisfy the debt;

3. As used in this opinion, the expression "to our knowledge," "known to us," "of which we are aware" or similar language with reference to matters of fact refers to the current actual knowledge solely of the attorneys of this firm who have given substantive attention to our representation of Borrower. Except to any extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any fact, and no inference as to our knowledge of the existence or absence of any fact should be drawn from our representation of Borrower or the rendering of the opinions set forth below;

4. The enforceability of the Loan Documents is subject to the unenforceability under certain circumstances of the provisions waiving, directly or indirectly, expressly or impliedly, defenses to obligations or rights granted by law, where such waivers are prohibited by law or are against public policy; and,

5. We express no opinion as to:

- (i) the enforceability of any provisions in the Loan Documents purporting to restrict access to legal or equitable remedies, to establish evidentiary standards, to waive or modify service of process requirements under applicable laws, or to control the determination of venue for any legal or equitable proceedings that may arise in connection therewith;
- (ii) the validity or binding effect or the enforceability of any provision in any of the Loan Documents which purports to require payment of default interest after maturity, default or acceleration at a rate in excess of a rate which a court would determine under applicable law to be commercially reasonable and not a penalty;
- (iii) the enforceability of any provisions in the Loan Documents purporting to give the Bank the right to the appointment of a receiver on an ex parte basis, or without regard to the adequacy of the security for payment of the loan;

- (iv) the enforceability of any provision in any of the Loan Documents purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, or (B) confer subject matter jurisdiction on a court not having independent grounds therefor, or (C) modify or waive the requirements for effective service of process for any action that may be brought, or (D) provide that remedies are cumulative or that decisions by a party are conclusive, or (E) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law;
- (v) the validity, binding effect or enforceability of any provision that purports to limit or affect the enforceability of a waiver of a right of redemption or reinstatement;
- (vi) the validity, binding effect or enforceability of any provision that purports to impose limitations on attorneys' or trustees' fees;
- (vii) the validity, binding effect or enforceability of any provisions for acceleration of future amounts due (other than principal) without appropriate discount to present value or that purports to provide for the payment of interest on interest; and
- (viii) the enforceability of (A) any rights to indemnification or contribution provided for in the Loan Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, or (B) the effect of preemptive rights or rights of first refusal or of set-offs, or (C) any provisions purporting to provide to the Bank the right to receive costs and expenses beyond those reasonably incurred by it, or (D) provisions in the Loan Documents whose terms are left open for later resolution by the parties, or (E) except as expressly set forth herein, the choice of law provisions of the Loan Documents.

F. Based on the foregoing and subject to the assumptions and qualifications set forth in this letter, it is our opinion that:

1. The Borrower is a duly created and validly existing municipal corporation of the State of Florida. The Borrower has the right and lawful authority, among other things, to refinance and refund the Town of Southwest Ranches Improvement Revenue Bond, Series 2016, and to pay costs for the issuance of the Bond, to secure the Bond with a covenant to budget and appropriate funds from its Legally Derived or Available Non-Ad Valorem Revenues (as that term is defined in the Loan Agreement), to adopt the Resolution, to enter into the Loan Agreement and to perform its obligations under the Resolution and the Loan Agreement.

2. The Resolution has been duly adopted by the Borrower, remains in full force and effect as of the date hereof, has not been modified after its date of adoption and, to the best of our

knowledge, no event has occurred that constitutes or would, with the passage of time or the giving of notice, constitute a default by the Borrower under the terms thereof. The Resolution constitutes a valid and binding instrument, enforceable against the Borrower in accordance with its terms.

3. The Loan Agreement has been duly authorized, executed and delivered by the Borrower, and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as set forth above in Section E.

4. The Bond has been duly authorized, executed and delivered by the Borrower, and constitutes a legal, valid and binding obligation of the Borrower, but payable from and secured solely by the sources and in the manner provided in the Resolution and the Loan Agreement, except as set forth above in Section E.

5. Neither the adoption of the Resolution, entering into the Loan Agreement or compliance by the Borrower with the terms and conditions thereof will conflict with or result in a breach of any of the terms or provisions of the Act, the Borrower's Charter or Code of Ordinances or of any law in force on the date hereof, or any regulation, order, writ, injunction or decree of any court or governmental authority, or will result in a breach of any of the terms or provisions of any agreement or instrument known to us to which the Borrower is bound, or in any such case constitutes or will constitute a default thereunder or results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Borrower other than those encumbrances permitted by the Loan Agreement.

6. No further authorization, approval, consent or other order of governmental authority or agency is required on the part of the Borrower for the valid adoption of the Resolution or entering into the Loan Agreement, the authorization, issuance, sale, execution and delivery of the Bond and the consummation of the transactions contemplated thereby.

7. There is no litigation which, if determined adversely to the Town would materially and adversely affect the validity, enforceability of or the financing contemplated by this transaction.

G. Notwithstanding the foregoing, we express no opinion as to the following:

1. The validity or enforceability of those provisions of the Loan Documents which purport by their terms: (1) to relieve a party, or to indemnify a party, against any liability for the negligence or misconduct of such party; (2) to obligate a party to pay or to bear the legal and other expenses of litigation between Borrower and Lender (or secured party); (3) to obligate a party to pay or to bear attorneys' fees if a court determines such fees not to be reasonable; (4) to confer jurisdiction upon a non-resident party when no independent basis for jurisdiction applies under Florida law; (5) to waive Borrower's right of redemption; (6) to waive any statute of limitation; (7) to impose an involuntary prepayment fee; (8) to grant any power of attorney to Lender as grantee of such power of attorney or any provision of any assignment which purports to exclude obligations of Borrower under the assigned interest as non-binding upon Lender, (9) their

enforcement would violate the implied covenant of good faith and fair dealing, or would be commercially unreasonable, or where a default under a provision of any of the Loan Documents is not material, or (10) any prohibition against, or limitation of any right to make, any prepayment of any obligation under the Loan Documents;

2. The effect of compliance or noncompliance by Lender with any state or federal laws or regulations applicable to the transaction because of the nature of Lender's governmental functions;

3. Any agreements or instruments other than the Loan Documents notwithstanding the reference in the Loan Documents to any other agreement or instrument;

4. The validity or enforceability of any contract or other arrangement between Lender and Borrower under the Loan Documents for future execution;

5. Any choice of law provisions or forum selection or consent to jurisdiction clauses in any of the Loan Documents;

6. The compliance with applicable anti-fraud statutes, rules or regulation of applicable state or federal law, or the effect of compliance, or noncompliance, any actual or attempted waiver thereof;

7. The fairness of the transactions contemplated by the Loan Documents to the Borrower.

H. Our opinion herein does not mean that we have verified:

1. The computations or any numerical, financial or statistical data included or referenced in the Loan Documents;

2. The satisfaction of any requirements or conditions of the delivery of funds to or by any person;

3. The satisfaction of any numerical, statistical or financial conditions of any person;
or

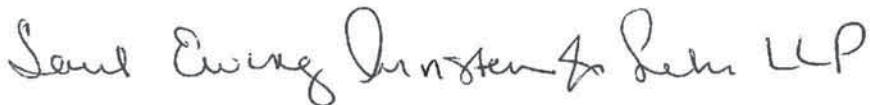
4. The information contained in any of the schedules, exhibits or attachments to any of the Loan Documents, to the extent required, in each case, to be satisfied or complied with in connection with the performance of or compliance with any of the Loan Documents and we expressly disclaim any obligation to do so.

This opinion is furnished to the Lender by Saul Ewing Arnstein & Lehr LLP, as counsel for Borrower, upon the instructions of Borrower, and is solely for the exclusive reliance of the Lender, and its successors and assigns, (subject to the exclusions set forth in this Opinion), and is rendered

TD BANK, N.A.
April 30, 2021
Page 9

solely in connection with the law on the date hereof and does not purport to analyze, evaluate or consider the legal effect of any event after this date that may alter the validity of this Opinion. This Firm takes no responsibility for updating this Opinion to take into account any event, action, interpretation, change of law or similar item after the date hereof. This Opinion may not be relied upon by any other person or entity or for any other purpose and should not be assumed to state general principles of law applicable to transactions of this kind. This Opinion is not to be used, circulated, quoted or otherwise disclosed or relied upon by any other person or entity or for any other purpose, without our prior written consent.

Very truly yours,

A handwritten signature in cursive script that reads "Saul Ewing Arnstein & Lehr LLP".

Saul Ewing Arnstein & Lehr, LLP

Attachments:

- Exhibit "A" – Town Resolution No. 2021-042
- Exhibit "B" – Borrower's Certificate to Counsel
- Exhibit "C" - Town Charter

cc: Andrew Berns, Town of Southwest Ranches Administrator

RESOLUTION NO. 2021-042

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS IMPROVEMENT REVENUE REFUNDING BOND, TAXABLE SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,750,000 TO REFINANCE THE TOWN OF SOUTHWEST RANCHES IMPROVEMENT REVENUE BOND SERIES 2016; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE BOND TO TD BANK, N.A. PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND TD BANK, N.A.; APPROVING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, on March 31, 2016, the Issuer issued its Improvement Revenue Bond, Series 2016 (the "Prior Bond") in the principal amount of \$7,750,000 in order to finance the acquisition of certain vacant real property located within the Issuer's municipal boundaries; and

WHEREAS, the Prior Bond was purchased directly by TD Bank, N.A. (the "Lender"); and

WHEREAS, pursuant to the terms thereof, the Prior Bond may be prepaid in whole or in part at any time prior to maturity, without penalty or premium, at a price of par plus accrued interest to the date of prepayment; and

WHEREAS, the Issuer has determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to refinance and refund the Prior Bond; and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its not to exceed \$7,750,000 Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") secured by a Loan Agreement between the Issuer and the Lender (the "Loan Agreement") to refinance and currently refund the Prior Bond on the date of the issuance of the Bond; and

WHEREAS, debt service on the Bond will be secured by a covenant to budget and appropriate legally derived or available non-ad valorem revenue of the Issuer (the "Legally Derived or Available Non-Ad Valorem Revenues"); and

WHEREAS, the Legally Derived or Available Non-Ad Valorem Revenues shall be sufficient to pay all principal of and interest, on the Bond, as the same becomes due, and to make all deposits or payments required by this Resolution and the Loan Agreement; and

Exhibit "A"

WHEREAS, the Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments under this Resolution or the Loan Agreement. The Bond shall not constitute a lien on any property owned or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received proposals/responses from financial institutions with respect to the refinancing of the Prior Bond; and

WHEREAS, it is hereby found, determined and declared that a negotiated sale of the Bond to the Lender is in the best interest of the Issuer because a privately placed bank loan and consequent impact of duration of maturity of the Bond will save the Issuer considerable time and expense as compared to selling the Bond in a public sale; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Town Administrator or the Town Financial Administrator to accept the offer from the Lender to purchase the Bond at a private negotiated sale upon the terms and conditions set forth in this Resolution, the Loan Agreement and in the term sheet dated February 26, 2021 submitted by the Lender for the purchase of the Bond, a copy of which is attached hereto as Exhibit C (the "Term Sheet"); and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Bond, a disclosure statement regarding the Bond containing the information required by Section 218.385(6), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. AUTHORIZATION OF THE BOND. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as "Town of Southwest Ranches, Florida, Improvement Revenue Refunding Bond, Taxable Series 2021" is hereby authorized to be issued under and secured by this Resolution and the Loan Agreement in the principal amount of not to exceed \$7,750,000, for the purposes of (i) refinancing and currently refunding the Prior Bond; and (ii) paying the transaction costs associated with the Bond. The proceeds of the Bond shall be applied to the prepayment of the Prior Bond on the date of the issuance of the Bond.

SECTION 4. NEGOTIATED SALE. Because of the characteristics of the Bond, prevailing market conditions, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Bond at a private negotiated sale. Prior to the issuance of the Bond, the Issuer shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit A and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

SECTION 5. BOND AMOUNT. The amount of the Bond shall not exceed \$7,750,000. The Bond shall be made as a taxable borrowing, which shall include costs of issuance incurred by the Issuer, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor.

SECTION 6. TERMS OF THE BOND. The Town Administrator or the Town Finance Administrator is hereby authorized to award the sale of the Bond on his determination that the Term Sheet submitted by the Lender for the purchase of the Bond, is within the following parameters: (i) the final maturity shall not be later than March 1, 2036, and (ii) the interest rate of the Bond will be 1.92% (subject to adjustment as set forth in the Loan Agreement). The redemption provisions, if any, relating to the Bond shall be as provided in the Loan Agreement.

SECTION 7. APPROVAL OF LOAN AGREEMENT. The Mayor or Vice Mayor, as attested by the Town Clerk and approved as to form and correctness by the Town Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Bond, to be entered into by and between the Issuer and the Lender in substantially the form as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 8. OTHER INSTRUMENTS. The Mayor, Vice Mayor, the Town Clerk, the Town Administrator, the Town Finance Administrator, the Town Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Loan Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond, this Resolution and the Loan Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Bond. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Bond is hereby approved, confirmed and ratified.

SECTION 9. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Bond at the

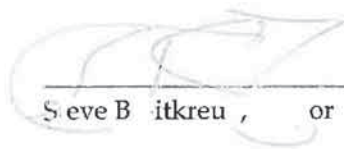
place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Legally Derived or Available Non-Ad Valorem Revenues or fund balance budgeted and appropriated in accordance with the terms of this Resolution and the Loan Agreement. No holder of the Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Bond, or be entitled to payment of the Bond from any funds of the Issuer except from the Legally Derived or Available Non-Ad Valorem Revenues or fund balance as described in this Resolution and Loan Agreement.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of April, 2021, on a motion by Vice Mayor Hartmann and seconded by Council Member Jablonski.

Hartmann	<u>Yes</u>	Ayes	<u>5</u>
Allbritton	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Kuczynski	<u>Yes</u>		



Steve Breitkreuz, Mayor

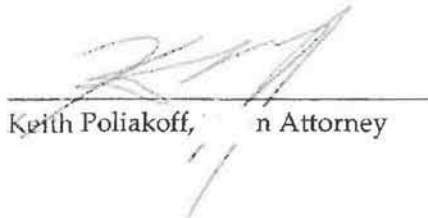
(SEAL)

ATTEST:



Russell Muñiz, MBA, MPA, MM
Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS



Keith Poliakoff, Town Attorney

EXHIBIT A

FORM OF PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the Town of Southwest Ranches, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$ _____ Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Bond, is relying on Saul Ewing Arnstein & Lehr LLP ("Bond Counsel" and "Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Loan Agreement, dated as of _____ 2021, by and between the Issuer and the Purchaser (the "Loan Agreement").

We are aware that the purchase of the Bond involves various risks, that the Bond is not a general obligation of the Issuer and that the payment of the Bond is secured solely from the sources described in the Loan Agreement (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our purchase decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Bond and can bear the economic risk of our purchase of the Bond.

We acknowledge that the Loan Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and we are purchasing the Bond for our own account and not with a present view to a resale or other distribution to the public. We understand that the Bond may not be transferred except in accordance with the Loan Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for the direct or indirect

promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this ____ day of May, 2021.

TD BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, has negotiated with the Town of Southwest Ranches, Florida (the "Issuer") for the private purchase of its Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") in the principal amount of \$ _____ Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

Holland & Knight LLP
Purchaser Counsel Fees – \$10,000.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.00.

4. The management fee to be charged by the Purchaser is \$0.00.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to refinance the Issuer's Improvement Revenue Bond, Series 2016.

Unless earlier redeemed, the Bond is expected to be repaid by March 1, 2036; at a fixed interest rate of 1.92%, total interest paid over the life of the Bond is estimated to be \$1,205,434.17.

The Bond will be payable solely from the Legally Derived or Available Non-Ad Valorem

Revenues, as such term is defined in Loan Agreement, dated as of _____ 2021, between the Issuer and the undersigned (the "Loan Agreement"). Issuance of the Bond is estimated to result in an annual average of approximately \$ _____ of Legally Derived or Available Non-Ad Valorem Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Bond.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, Florida 33609

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this _____ day of _____ 2021.

TD BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT C
TERM SHEET

See attached

ank

America's Most Convenient Bank®

TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, FL 33609
Tel: 813-250-3069
Fax: 813-258-5622
Robert.Catoe@td.com

February 6, 2021

MARCH 10TH, 2021

Mr. Martin D. Sherwood, CPA, CGMA, CGFO
Town Financial Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

RE: Town of Southwest Ranches, Florida Series 2021 Rate Modification

Dear Mr. Sherwood:

TD Bank, N.A. (the "Bank") are pleased to submit the following proposal to the Town of Southwest Ranches in order to explore options available in the lower rate environment.

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the Town or any other person for any losses, damages or consequential damages which may result from the Town's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

APRIL 23, 2021

The Bank's Loan Proposal is subject to acceptance by the Town prior to 3:00 pm eastern standard time on March 26th and is contingent upon a Loan Closing with mutually acceptable documents between the Town and Bank prior to 3:00 pm eastern standard time on April 15, 2021.


MAY 1, 2021

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

We appreciate this opportunity and are delighted to provide this Loan Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Very truly yours,

TD BANK, N.A.

By: 
Robert W. Catoe
Vice President

TD Bank, N.A.

TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED

30 21

February 26, 2021 ("Loan")

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

Loan

- a) **Borrowers** Town of Southwest Ranches, Florida (the "Town")
- b) **Facility:**
 - a.) Taxable Note
 - ~~b.) Bank-Qualified Tax-Exempt Note~~
 - ~~c.) Non-Bank-Qualified Tax-Exempt Note~~
- c) **Purpose:** To finance property that is currently used for open space, but for which the town hopes to have a development partner.
- d) **Amount:** Up to \$7,750,000.00
- e) **Collateral:** Secured by a pledge of the Town to covenant to budget and appropriate from Non-Ad valorem revenues, by amendment if required, for ongoing debt service payment under the Loan (Pledged Revenues).
- f) **Settlement Date:** On or Before April 15, 2021
5/11
- g) **Bank Call Option:** Loan Facility will be subject to a Bank Call Option on 5/1/2031 whereby the Bank can put back the Note on the Borrower at the Bank's sole discretion under a 90-day Bank Advance Notice.
- Maturity:** May 3, 2036 3/1/2036
- i) **Repayment Terms:** ~~PRN~~ Interest on the Series 2021A Note will be paid semi-annually (April 1 and October 1), commencing on October 1, 2021 based upon 30/360 day basis. ~~November~~ ~~November~~
Principal on the Series 2021A Note will be paid annually (October 1), commencing on October 1, 2021, in accordance with the Amortization Schedule attached in Appendix A.
- j) **Interest Rate:**
 - a.) Indicative Taxable Fixed Rate as of 1/2021: 1.84% ~~1.98%~~
 - b.) Indicative Non-Bank Qualified Tax-Exempt Fixed Rate as of February 2, 2021: 1.4 %
 - c.) Indicative Non-Bank-Qualified Tax-Exempt Fixed Rate as of February 25, 2021: 1.1 %

5/20/21

Rate Hold Option: TD Bank will hold the rate of interest until 12/15, 2021 if Borrower confirms for the Bank, within 3 business days of proposal submission date that the Bank has been selected as the financial provider for the requested facility and confirmation of Prepayment Option the Town selects.

k) Prepayment Provision: **Option A:** At the time of any full or partial prepayment, (i) A "Yield Maintenance Fee" in an amount computed as follows shall apply:

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of either 2021 Notes (not both), or (ii) the remaining term of the then ~~ed~~ rate period.

Option B: No Prepayment Penalty: Borrower can elect to have a "No prepayment" penalty associated with this Loan by adding a premium of 5 ~~ba~~ points to the applicable ~~ed~~ proposed Loan Rate.

Payments under any option will be applied in inverse order of scheduled maturity or amortization.

OR
= OBP

l) **Default Rate of Interest:** The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal.

m) **Late Charges:** If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The Town's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Town agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction. Bank's counsel shall be the following:

Michael Wiener
Holland & Knight LLP
2115 Harden Blvd.
Lakeland, FL 33803
(863)499-5362

NTE 0,000

3. **Financial Reporting:**

a) *Borrower(s) shall furnish the following financial reports:*

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annually	Within 210 days after the end of the fiscal year
Annual Budget	Annually	Within 60 days after its adoption

The Bank reserves the right to request reasonable additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; and (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939. An opinion of counsel to the Town in form and substance satisfactory to the Bank.

REQUIRES
REVENUE TO EQUAL
EXISTING
NOTICE

5. Financial Covenants:

All standard covenants and provisions shall be applicable to the Term Loan, including but not limited to:

Anti-Dilution Test of 1.30x minimum to be tested annually using the Town's comprehensive annual financial report.

The Anti-Dilution Test shall be defined as: Average Non Ad Valorem Revenues for prior two years, less the amount of Essential Services that is not covered by Ad-Valorem revenues, shall provide a minimum annual debt service coverage of 1.30x on Borrower's debt secured by Non-Ad Valorem revenues. Essential services are defined as General Government and Public Safety expenses.

Additional Bonds Test: based on the same Anti-Dilution test formula, as modified above, shall be set at 1.50x.

6. Other Conditions:

- a) No Material Adverse Change to the Borrower.
- b) Borrower agrees to have all loan payments be settled via auto debit through a TD Bank Account.
- c) ~~Documents shall include taxability language (if option b or c are selected) allowing for a higher taxable loan rate should the IRS, or a court of competent jurisdiction deem the Loan to be a taxable facility.~~
- d) Borrower covenants and agrees that documents will include language stipulating that the Loan Facility and all existing and future debt secured by the Pledge Revenues of the Town will be on parity with no preference given to any particular issuance.
- e) All standard representations, warranties, rights and remedies in the event of default that are acceptable to the bank.
- f) Acceleration Rights for payment default.
- g) The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- h) All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- i) Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

BORROWER'S CERTIFICATE TO COUNSEL

The undersigned hereby certify that they hold the office or position as set forth next to their names below and that they are authorized to certify on behalf of the Town of Southwest Ranches, a Florida municipal corporation (the "Town") as follows:

1. This Borrower's Certificate to Counsel is given to Saul Ewing Arnstein & Lehr LLP in connection with the Town's \$7,750,000 Improvement Revenue Refunding Bond, Series 2021, in accordance with the Loan Agreement dated April 30, 2021, by and between the Town and TD Bank, N.A.
2. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Town is a party or of which any property of the Town is subject, which has not been disclosed in writing to TD Bank, N.A. and which, if determined adversely to the Town, would individually or in the aggregate materially and adversely affect the validity, the enforceability of, or the financing contemplated by, the Loan Agreement.
3. The Town has not filed any actions for proceedings in bankruptcy.
4. The undersigned have reviewed the factual assumptions concerning the Town identified in the Legal Opinion rendered by Saul Ewing Arnstein & Lehr LLP (the "Opinion") delivered to TD Bank, N.A. and believe that such assumptions are true and accurate. To our knowledge, after due inquiry, there are no additional facts that are not stated in the Opinion which would materially affect the validity of the assumptions and conclusions set forth in the Opinion or upon which the Opinion is based.

This Certificate is being given to Saul Ewing Arnstein & Lehr LLP, counsel to the Town, with the understanding that it will be relied upon in connection with the Legal Opinion to be given by Saul Ewing Arnstein & Lehr LLP on or about the date hereof.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the 30th day of April, 2021.

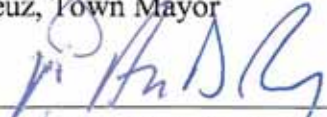
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EXHIBIT "B"
To Opinion of Borrower's Counsel

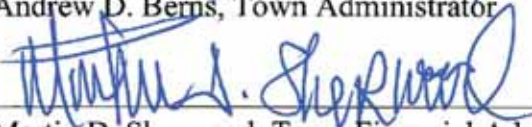
SIGNATURE PAGE FOR BORROWER'S CERTIFICATE TO COUNSEL



Steve Breitkreuz, Town Mayor



Andrew D. Berns, Town Administrator



Martin D. Sherwood, Town Financial Administrator

STATE OF FLORIDA

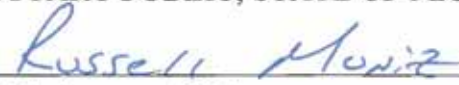
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Steve Breitkreuz, Town Mayor, Andrew D. Berns, Town Administrator and Martin D. Sherwood, Town Financial Administrator, by means of physical presence or online notarization and who swore or affirmed that the foregoing allegations are true and correct.

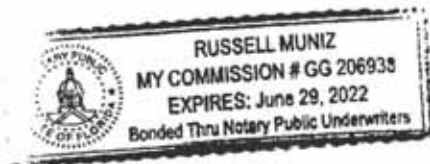
SWORN TO AND SUBSCRIBED before me this 30th day of April, 2021.



NOTARY PUBLIC, STATE OF FLORIDA



Printed name of Notary



PART I

CHARTER*

Article I. Corporate Existence, Form of Government, Boundary and Powers

- Sec. 1.01. Corporate existence.
- Sec. 1.02. Form of government.
- Sec. 1.03. Corporate boundary.
- Sec. 1.04. Powers.
- Sec. 1.05. Construction.

Article II. Town Council; Mayor

- Sec. 2.01. Town Council.
- Sec. 2.02. Mayor.
- Sec. 2.03. Vice Mayor.
- Sec. 2.04. Election and term of office.
- Sec. 2.05. Qualifications.
- Sec. 2.06. Vacancies; forfeiture of office; filling of vacancies.
- Sec. 2.07. Compensation; reimbursement for expenses.
- Sec. 2.08. Rules of procedure.

Article III. Administrative

- Sec. 3.01. Town Administrator.
- Sec. 3.02. Appointment; removal; compensation.
- Sec. 3.03. Powers and duties of the Administrator.
- Sec. 3.04. Absence or disability of Administrator.
- Sec. 3.05. Bond of Administrator.
- Sec. 3.06. Town Clerk.
- Sec. 3.07. Town Attorney [appointment; removal; terms].
- Sec. 3.08. Powers and duties of the Town Attorney.
- Sec. 3.09. Expenditure of Town funds.
- Sec. 3.10. Town boards and agencies.
- Sec. 3.11. Town Financial Administrator.

Article IV. Legislative

- Sec. 4.01. Council meeting procedure.
- Sec. 4.02. Prohibitions.
- Sec. 4.03. Emergency ordinances.

*Editor's note—Published herein is the Charter of the Town of Southwest Ranches, Florida, being Laws of Fla. ch. 2000-475, § 1. (Section 2 of ch. 2000-475 provided for a referendum on June 6, 2000, and is not included herein.) Amendments will be indicated by parenthetical history notes following amended provisions. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions for clarity are indicated by brackets.

State law reference—Municipal home rule powers act, F.S. ch. 166.

SOUTHWEST RANCHES CHARTER

- Sec. 4.04. Annual budget adoption.
- Sec. 4.05. Fiscal year.
- Sec. 4.06. Appropriation amendments during the fiscal year.
- Sec. 4.07. Authentication, recording, and disposition of ordinances, resolutions, and Charter amendments.
- Sec. 4.08. Borrowing.
- Sec. 4.09. Independent audit.

Article V. Quasi-Judicial

- Sec. 5.01. Quasi-judicial meeting procedures.

Article VI. Elections

- Sec. 6.01. Elections.

Article VII. Charter Amendments

- Sec. 7.01. Charter amendments.
- Sec. 7.02. Procedure to amend.
- Sec. 7.03. Appointment of Charter Review Committee.

Article VIII. General Provisions

- Sec. 8.01. Severability.
- Sec. 8.02. Conflicts of interest; ethical standards.
- Sec. 8.03. Town personnel system.
- Sec. 8.04. Charitable contributions.
- Sec. 8.05. Variation of pronouns.
- Sec. 8.06. Style and capitalization.
- Sec. 8.07. Calendar day.

Article IX. Transition Provisions

- Sec. 9.01. Creation and establishment of Town.
- Sec. 9.02. Temporary nature of Article.
- Sec. 9.03. Interim adoption of codes and ordinances.
- Sec. 9.04. Taxes and fees.
- Sec. 9.05. State shared revenues.
- Sec. 9.06. Gas tax revenues.
- Sec. 9.07. Shared revenues.
- Sec. 9.08. Conflicting provisions.

**ARTICLE I. CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY
AND POWERS**

Section 1.01. Corporate existence.

In order to preserve, protect, and enhance the quality of life and residential character of the Southwest Ranches, a municipal corporation known as the Town of Southwest Ranches (the "Town") is hereby created pursuant to the Constitution of the State of Florida (the "State"). The corporate existence of the Town shall commence upon the adoption of this Charter by the electorate pursuant to [former] section 9.01 of this charter.

(Laws of Fla., ch. 2000-475, § 1)

Section 1.02. Form of government.

The Town shall have a "Council-Administrator" form of government.

(Laws of Fla., ch. 2000-475, § 1)

Section 1.03. Corporate boundary.

Editor's note—The corporate boundary, as described by Laws of Fla., ch. 2000-475, § 1, as amended, has been omitted from this publication of the Charter. It is found in the state session laws and is subject to change due to annexations.

State law reference—Municipal annexation or contraction, F.S. ch. 171.

Section 1.04. Powers.

The Town shall have all available governmental, corporate, and proprietary powers and may exercise them, except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Town that the municipal government established herein have the broadest exercise of home rule powers permitted under the Constitution and laws of the State.

(Laws of Fla., ch. 2000-475, § 1)

State law reference—General municipal powers, F.S. § 166.021.

Section 1.05. Construction.

This Charter and the powers of the Town shall be construed liberally in favor of the Town.

(Laws of Fla., ch. 2000-475, § 1)

ARTICLE II. TOWN COUNCIL; MAYOR

Section 2.01. Town Council.

There shall be a Town Council (the "Council") vested with all legislative powers of the Town, consisting of four members ("Council members") and the Mayor. Council members shall occupy

seats numbered 1 through 4. References in this Charter to Council members shall include the Mayor, unless the context dictates otherwise. Unless otherwise stated within this Charter, all Charter powers shall be exercised by the Council.

(Laws of Fla., ch. 2000-475, § 1)

Section 2.02. Mayor.

The Mayor shall preside at meetings of the Council and be a voting member of the Council. The Mayor shall be recognized as the head of Town government for all ceremonial purposes, for purposes of military law, and for service of process and execution of duly authorized contracts, deeds, and other documents, and as the Town official designated to represent the Town when dealing with other governmental entities.

(Laws of Fla., ch. 2000-475, § 1)

Section 2.03. Vice Mayor.

The Vice Mayor shall act as Mayor in the absence of the Mayor. The Vice Mayor shall be elected from among council members for a period of 1 year by a majority of the Council in November of each year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2003-11, 8-18-2003, ref. of 11-4-2003; Ord. No. 2006-17, § 2(exh. A(1)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(2.03), 12-7-2006)

Section 2.04. Election and term of office.

(a) *Mayor.* Except as provided in [former] Section 9.03(c) [now repealed], the Mayor shall be elected at large for a 4-year term by the electors of the Town in the manner provided in Article VI. The Mayor shall remain in office until his or her successor is elected and assumes the duties of the position.

(b) *Town Council.* Except as provided in [former] Section 9.03(c) [now repealed], each Council member other than the Mayor shall be elected at large for a 4-year term by the electors of the Town in the manner provided in Article VI. Subsequent to the decennial census of 2000, but at least 6 months before the qualifying period for the municipal election of 2002, the Council shall divide the Town into four residential districts which shall be as nearly equal in population as practicable. The Council shall designate each of the districts one of the numbers 1 through 4. Each seat number shall correspond with a residential district number. Beginning with the municipal election of 2002, and for each election thereafter, the four members of the Council other than the Mayor must be electors of the Town and residents of the particular residential district on the date on which they qualify for election. Council members in office who are removed from their district as a result of the redistricting subsequent to the decennial census of 2000, or after a subsequent decennial census, may serve out the balance of their terms. Each Council member shall remain in office until his or her successor is elected and assumes the duties of the position.

(Laws of Fla., ch. 2000-475, § 1)

Editor's note—Pursuant to [former] § 9.01, and the results of the referendum of June 6, 2000, § 2.04 has been amended to read as set forth herein.

Section 2.05. Qualifications.

Except as provided in [former] Section 9.03(c) [now repealed], candidates for Council member shall qualify for election by the filing of a written notice of candidacy with the Clerk of the Town at such time and in such manner as may be prescribed by ordinance and payment to the Clerk of the sum of \$100.00, plus any fees required by Florida Statutes, as a qualifying fee. A person may not be a candidate for more than one office in the same election. Only electors of the Town who have resided continuously in the Town for at least 1 year preceding the date of such filing shall be eligible to hold the office of Council member. If at the conclusion of the qualifying period no elector shall have filed for candidacy, the Council seat shall be open for a period of 5 days and any qualified elector who has resided in the Town continuously for at least 1 year preceding the date of such filing may file a written notice of candidacy for said Council seat in accordance with the remaining provisions of this section.

(Laws of Fla., ch. 2000-475, § 1)

State law reference—Qualifications of municipal electors, F.S. §§ 97.041, 99.012, 101.002(3), 166.032.

Section 2.06. Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of a Council member shall become vacant upon his or her death, resignation, or removal from office in any manner authorized by law or by forfeiture of his or her office.

(b) *Forfeiture Of Office.*

- (1) *Forfeiture by disqualification.* A Council member shall forfeit his or her office if at any time during his or her term he or she ceases to maintain his or her permanent residence in the Town or if he or she otherwise ceases to be a qualified elector of the Town.
- (2) *Forfeiture by absence.* A Council member shall be subject to forfeiture of his or her office, in the discretion of the remaining Council members, if he or she is absent without good cause from any three consecutive regular meetings of the Council during any calendar year or if he or she is absent without good cause from any four regular meetings of the Council within any 12-month period.
- (3) *Procedures.* The Council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Council member's office, including whether or not good cause for absence has been or may be established. The burden of establishing good cause shall be on the Council member in question; however, any Council member may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Council member, from any past, present, or future meeting or meetings, which motion, if carried, shall be conclusive. A Council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on any such matters. The Council member in question shall be entitled to a public hearing on requests regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in

one or more newspapers of general circulation in the Town at least 1 week in advance of the hearing. Any final determination by the Council that a Council member has forfeited his or her office shall be made by resolution. All votes and other acts of the Council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

(c) *Filling of vacancies.* A vacancy on the Council shall be filled as follows:

- (1) If less than 1 year remains in the unexpired term, the vacancy shall be filled by the Council within 30 days.
- (2) If 1 year or more remains in the unexpired term, the vacancy shall be filled by a special election to be held not sooner than 60 days or more than 120 days following the occurrence of the vacancy.
- (3) Persons filling vacancies shall meet the qualifications specified in this Article.
- (4) If no candidate for a vacancy meets the qualifications under this Article for that vacancy, the Council shall appoint a person qualified under this Article to fill the vacancy.
- (5) Notwithstanding any quorum requirements established herein, if at any time the full membership of the Council is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members to the extent otherwise permitted or required under this subsection.
- (6) In the event that all the members of the Council are removed by death, disability, recall, forfeiture of office, or resignation, or any combination thereof, the Governor shall appoint interim Council members who shall call a special election within not less than 60 days or more than 120 days after such appointment. Such election shall be held in the same manner as the initial elections under this Charter. However, if there are less than 6 months remaining in the unexpired terms, the interim Council appointed by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates provided for in this Article.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2002)

State law reference—Mandate for procedure for filling vacancies, F.S. § 166.031(6).

Section 2.07. Compensation; reimbursement for expenses.

(a) The Council members shall be compensated at the rate of \$1,000 per month. The Mayor shall be compensated at the rate of \$1,250.00 per month. In addition to the aforementioned, the Council members and Mayor may participate in the Florida Retirement System, which additional expense shall be borne by the Town as additional compensation. The Mayor and Council shall receive reimbursements in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.

(b) An ordinance establishing, increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any establishment of compensation or any increase in compensation become effective prior to the first day of the first month following the first regular election of the Town subsequent to the adoption of such ordinance.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2007-01, § 2, 11-2-2006)

Section 2.08. Rules of procedure.

The Council shall determine its own rules of procedure, provided, however, in the absence of same, Robert's Rules of Order, latest edition, shall control.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

ARTICLE III. ADMINISTRATIVE

Section 3.01. Town Administrator.

There shall be a Town Administrator (the "Administrator"), who shall be the chief administrative officer of the Town. The Administrator shall be responsible to the Council for the administration of all Town affairs.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.02. Appointment; removal; compensation.

The Council shall appoint the Administrator for an indefinite term by an affirmative vote of at least four Council members. The Council may remove the Administrator at any time by an affirmative vote of at least four Council members. For voting purposes, the Mayor shall be considered as a Council member. The compensation and benefits of the Administrator shall be fixed by the Council. Any consideration of the removal of the Administrator must be an agenda item with public notice given.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.03. Powers and duties of the Administrator.

The Administrator shall:

- (a) Be responsible for the hiring, supervision, and removal of all Town employees, except as otherwise provided in this Charter.
- (b) Direct and supervise the administration of all departments and offices, but not Town boards or agencies, unless so directed by the Council from time to time.
- (c) Attend all Council meetings and have the right to take part in discussion, but not the right to vote.
- (d) Ensure that all laws, provisions of this Charter, and acts of the Council, subject to enforcement or administration by him or her or by officers subject to his or her direction and supervision, are faithfully executed.

- (e) Prepare in conjunction with the Financial Administrator, and submit to the Council a proposed annual budget and capital program.
- (f) Submit to the Council and make available to the public an annual report on the finances and administrative activities of the Town as of the end of each fiscal year.
- (g) Prepare such other reports as the Council may require concerning the operations of Town departments, offices, boards, and agencies.
- (h) Keep the Council fully advised as to the financial condition and future needs of the Town and make such recommendations to the Council concerning the affairs of the Town as he or she deems to be in the best interests of the Town.
- (i) Execute, with the Mayor, contracts, deeds, and other documents on behalf of the Town, as authorized by the Council.
- (j) Reserved.
- (k) Perform such other duties as are specified in this Charter or as may be required by the Council.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2006-17, § 2(exh. A(3)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.03), 12-7-2006)

Section 3.04. Absence or disability of Administrator.

To perform his or her duties during his or her temporary absence or disability, the Administrator may designate, by letter filed with the Town Clerk, an Interim Town Administrator. In the event of failure or inability of the Administrator to make such designation, or should the person so designated by the Town Administrator be unsatisfactory to the Council, the Council may by resolution appoint [an] Interim Town Administrator to perform the duties of the Administrator until he or she shall return or his or her disability shall cease.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 3.05. Bond of Administrator.

The Administrator and, where applicable, an Interim Town Administrator, shall furnish a surety bond to be approved by the Council, and in such amount as the Council may fix, said bond to be conditioned on the faithful performance of his or her duties. The premium of the bond shall be paid by the Town.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 3.06. Town Clerk.

The Administrator shall appoint a Town Clerk (the "Clerk"), subject to the approval by a majority of the Council. The Council shall establish the hiring criteria, job description, and job duties for the Clerk. In addition to the duties prescribed by the Town Council, the Clerk shall give notice of Council meetings to its members and the public, shall keep minutes of its proceedings, and shall perform such other duties as the Council or Administrator may prescribe from time to time. The Clerk shall report to the Administrator, but shall also directly

respond to requests deemed necessary and appropriate by a member of the Council. The Administrator shall, subject to and upon a vote of a majority of the Council, discharge the Clerk and replace the Clerk with an alternative Clerk acceptable to the Council. The Clerk shall be compensated at a rate commensurate with industry standards. The Clerk shall be bound by the State of Florida's Code of Ethics, as delineated in Chapter 112, Florida Statutes [F.S. ch. 112], as may be amended from time to time.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2006-17, § 2(exh. A(2)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.06), 12-7-2006)

Section 3.07. Town Attorney [appointment; removal; terms].

The Council shall appoint the Town Attorney for an indefinite term by an affirmative vote of at least four Council members. The Council members may remove the Town Attorney at any time by an affirmative vote of at least four Council members. The compensation and benefits of the Town Attorney shall be fixed by the Council. The Town Attorney shall report to the Council. The Town Attorney shall take office immediately on appointment, and the terms and conditions shall subsequently be reduced to a written contract. The Council shall have the authority to engage such additional legal counsel as it deems advisable and necessary.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.08. Powers and duties of the Town Attorney.

The Town Attorney or other attorney, designated and approved by the Council, shall, to the extent required by the Council:

- (a) Attend all regular and special meetings of the Council.
- (b) Act as the legal advisor to and counselor for the Town and its officers in the matters relating to their official duties.
- (c) Approve all contracts, bonds, and other instruments in which the Town is concerned and shall endorse on each his or her approval of the form and correctness thereof. No contract with the Town shall take effect until his or her approval is so endorsed thereon.
- (d) When requested to do so by the Council, prosecute and defend on behalf of the Town all complaints, suits, and controversies in which the Town is a party.
- (e) When requested by the Mayor, Town Council, a member of the Town Council, the Town Administrator, or such other person or entity authorized by Ordinance, [shall] provide legal counsel on matters pertaining to the powers and duties of the Mayor, Town Council, a member of the Town Council or the Town Administrator, or other matters relevant to the Town. The Town Council may, by Ordinance, establish the parameters under which advice from the Town Attorney may be sought.

- (f) Perform such other professional duties as required of him or her by resolution of the Council or as prescribed for municipal attorneys in the general laws of the State which are not inconsistent with this Charter.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2006-17, § 2(exh. A(4)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.08), 12-7-2006)

Section 3.09. Expenditure of Town funds.

No funds of the Town shall be expended except pursuant to duly approved appropriations or for the payment of bonds, notes, or other indebtedness duly authorized by the Council and only from such funds so authorized.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.10. Town boards and agencies.

Except as otherwise provided by law, the Council may establish or terminate such boards and agencies as it may deem advisable from time to time. The boards and agencies shall report to the Council. Members of boards and agencies shall be appointed by the Council by resolution.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.11. Town Financial Administrator.

The Town Council shall have the authority to appoint a Financial Administrator and to delegate to the Financial Administrator such powers and duties which the Council deems necessary and appropriate. To the extent that the powers and duties of the Financial Administrator overlap with the powers and duties of the Town Administrator, the powers and duties delegated to the Financial Administrator shall control. The Financial Administrator shall work in concert with the Town Administrator, however the Financial Administrator shall report directly to the Council, which alone shall have the authority to appoint and to remove the Financial Administrator. Appointment and removal of the Financial Administrator shall be by a vote of a majority of the Council. The Financial Administrator shall be bound by the State of Florida's Code of Ethics, as delineated in Chapter 112, Florida Statutes [F.S. ch. 112] as may be amended from time to time.

(Ord. No. 2006-17, § 2(exh. A(5)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.11), 12-7-2006)

ARTICLE IV. LEGISLATIVE*

Section 4.01. Council meeting procedure.

(a) *Meetings.* The Council shall hold at least 11 monthly meetings in each fiscal year at such times and places as the Council may prescribe by rule. No meeting shall extend beyond 11:00 p.m. local time. Notwithstanding the aforesaid, the Council may conclude debate and voting on

*State law references—Procedures for adoption of ordinances and resolutions, F.S. § 166.041; code of ethics, F.S. § 112.311 et seq.; public records, F.S. ch. 119; public meetings and records, F.S. § 286.011.

any agenda item under consideration at 11:00 p.m. An item tabled during the normal course of business is not deemed to be an item being debated and, accordingly, cannot be considered after 11:00 p.m. Notwithstanding the aforesaid, any item which is on the agenda, including tabled items, can be considered and voted on after 11:00 p.m., provided that prior to 11:00 p.m., a motion is made and carried by the unanimous vote of the Town Council, present and voting, to take up an item(s) after 11:00 p.m. Special meetings may be held on the call of the Mayor or upon the call of three members of the Council, and upon no less than 24 hours' notice to each member and the public, or such shorter time as a majority of the Council shall deem necessary in case of an emergency affecting life, health, property, or the public peace.

(b) *Quorum and voting.* Except as otherwise provided in this Charter, any three members of the Council shall constitute a quorum. The affirmative vote of three members of the Council shall be required for any legislative action with the exception of quasi-judicial items relating to land use and zoning, which shall be governed by Section 5.01. All voting shall be by roll call. (Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 4.02. Prohibitions.

(a) *Appointments and removals.* Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any Town administrative officers or employees whom the Administrator or any of his or her subordinates is empowered to appoint, but the Council members may express their views and fully and freely discuss with the Administrator anything pertaining to appointment and removal of such officers and employees.

(b) *Interference with administration.* Except as otherwise provided in this Charter, and except for the purpose of inquiries and investigations made in good faith, the Council or its members shall deal with Town officers and employees who are subject to the direction and supervision of the Administrator solely through the Administrator, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately. It is the express intent of this Charter that recommendations for improvement in Town government operations by individual Council members be made solely to and through the Administrator. Council members may discuss with the Administrator any matter of Town business; however, no individual Council member shall give orders to the Administrator.

(c) *Holding other office.* No elected Town official shall hold any appointive Town office or Town employment while in office. No former elected Town official shall hold any compensated appointive Town office or Town employment until 1 year after the expiration of his or her term. (Laws of Fla., ch. 2000-475, § 1; Ord. No. 2006-17, § 2(exh. A(6)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(4.02), 12-7-2006)

Section 4.03. Emergency ordinances.

(a) *Authorization; form.* To meet a public emergency affecting life, health, property, or the public peace, the Council may adopt, in the manner provided by Florida Statutes, one or more emergency ordinances, but such ordinances may not: enact or amend a land use plan or rezone private property; levy taxes; grant, renew, or extend any municipal franchise; set service or

user charges for any municipal services; or authorize the borrowing of money, except as provided under the emergency appropriations provisions of this Charter, if applicable. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

(b) *Procedure.* Upon the affirmative vote of four Council members, an emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced. For voting purposes, the Mayor shall be considered as a member of the Council. After its adoption, the ordinance shall be advertised and printed as prescribed for other ordinances.

(c) *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

(d) *Repeal.* Every emergency ordinance, except emergency appropriation ordinances, shall automatically be repealed as of the 61st day following its effective date, but this shall not prevent reenactment of the ordinance under regular procedures or, if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(e) *Emergency appropriations.* To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriation, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.04. Annual budget adoption.

(a) *Balanced budget.* Each annual budget adopted by the Council shall not provide for expenditures in an amount greater than the revenues budgeted.

(b) *Budget adoption.* The budget shall be adopted in accordance with applicable Florida Statutes and any amendments thereto.

(c) *Specific appropriation.* The budget shall be specific as to the nature of each category of appropriations. Reasonable appropriations may be made for contingencies, but only within defined spending categories.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.05. Fiscal year.

The fiscal year of the Town government shall begin on the first day of October and shall end on the last day of September of the following calendar year, unless otherwise defined by Florida Statutes. Such fiscal year shall also constitute the annual budget and accounting year. (Laws of Fla., ch. 2000-475, § 1)

State law reference—Fiscal year mandated, F.S. §§ 166.241, 218.33.

Section 4.06. Appropriation amendments during the fiscal year.

(a) *Supplemental appropriations.* If, during any fiscal year, revenues in excess of those estimated in the annual budget are available for appropriation, the Council may by ordinance make supplemental appropriations for the fiscal year up to the amount of such excess.

(b) *Reduction of appropriations.* If, at any time during the fiscal year, it appears probable to the Administrator that the revenues available will be insufficient to meet the amounts appropriated, he or she shall report to the Council without delay, indicating the estimated amount of the deficit and his or her recommendations as to the remedial action to be taken. The Council shall then take such action as it deems appropriate to prevent any deficit spending not covered by adequate reserves.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.07. Authentication, recording, and disposition of ordinances, resolutions, and Charter amendments.

(a) *Authentication.* The Mayor and the Clerk shall authenticate, by their signatures, all ordinances and resolutions adopted by the Council. In addition, when Charter amendments have been approved by the electors, the Mayor and the Clerk shall authenticate, by their signatures, the Charter amendment, such authentication to reflect the approval of the Charter amendment by the electorate.

(b) *Recording.* The Clerk shall keep properly indexed books in which shall be recorded, in full, all ordinances and resolutions enacted or passed by the Council. Ordinances shall, at the direction of the Council, be periodically codified. The Clerk shall also maintain the Charter in current form as to all amendments.

(c) *Printing.* The Council shall, by ordinance, establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this Charter available for public inspection and available for purchase at a reasonable price.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.08. Borrowing.

(a) Subject to the referendum requirements of the State Constitution, if applicable, the Town may from time to time borrow money and issue bonds or other obligations or evidence of indebtedness (collectively, "bonds") of any type or character for any of the purposes for which the Town is now or hereafter authorized by law to borrow money, including to finance the cost

of any capital or other project and to refund any and all previous issues of bonds at or prior to maturity. Such bonds may be issued pursuant to one or more resolutions adopted by a majority of the Council.

(b) The Town may assume all outstanding indebtedness related to facilities it acquires from other units of local government and be liable for payment thereon in accordance with its terms. (Laws of Fla., ch. 2000-475, § 1)

State law references—Municipal finance generally, F.S. § 166.201 et seq.; local financial management and reporting generally, F.S. § 218.80 et seq.

Section 4.09. Independent audit.

The Council shall provide for an independent annual audit of all Town accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the Town government or any of its officers.

(Laws of Fla., ch. 2000-475, § 1)

State law reference—Annual audit required, F.S. §§ 166.241(4), 218.32 et seq.

ARTICLE V. QUASI-JUDICIAL

Section 5.01. Quasi-judicial meeting procedures.

All land use and quasi-judicial items require four affirmative votes of the Council. Any four members of the Council shall constitute a quorum for land use and quasi-judicial items. All voting shall be by roll call.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

ARTICLE VI. ELECTIONS*

Section 6.01. Elections.

(a) *Electors.* Any person who is a resident of the Town, has qualified as an elector of the State, and registers to vote in the manner prescribed by law shall be an elector of the Town.

(b) *Nonpartisan elections.* All elections for the offices of Council member and Mayor shall be conducted on a nonpartisan basis.

(c) *Election dates.* A regular election shall be held on the second Tuesday in November of even numbered years, commencing in 2006. Notwithstanding any provision of the Charter to the contrary, in order to establish the new election cycle, the individuals elected as Mayor and Council members in the March 2002 and March 2004 elections shall serve terms of four years and eight months, rather than four years, and shall remain in office until their respective successors are elected in the regular elections held in November 2006 and November 2008 respectively, and assume the duties of the position.

*State law reference—Florida election code, F.S. ch. 97 et seq.

(d) *General election.* The ballot for the general election shall contain the names of all qualified candidates for Mayor if the Mayor's term is expiring and for each of the two Council seats which are to be filled at that election as a result of two Council members' terms expiring, and shall instruct electors to cast one vote for Mayor, if applicable, and one vote for each designated residential Council seat to be filled at that election. The candidate for Mayor receiving the most votes shall be the duly elected Mayor. The candidate receiving the most votes in each designated residential Council seat, respectively, shall be the duly elected Council member for that designated residential Council seat.

(e) *Special elections.* Special elections, when required, shall be scheduled by the Council at such times and in such manner as shall be consistent with this Charter and State law.

(f) *Single candidates.* No election for Mayor or any Council seat shall be required in any election if there is only one duly qualified candidate for Mayor or for any Council seat.

(g) *Commencement of terms.* The term of office of any elected official shall commence immediately after the election.

(h) *Oath.* All elected officers, before entering upon their duties, shall take and subscribe to the following oath of office:

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida, and the Charter of the Town of Southwest Ranches; that I am duly qualified to hold office under the Constitution of the State and the Charter of the Town of Southwest Ranches; and that I will well and faithfully perform the duties of (Mayor or Council member) upon which I am now about to enter. (So help me God.)

(i) *Election laws.* The election laws of the State shall apply to all elections.

(j) *Recall.* The registered electors of the Town shall have the power to recall and to remove from office any elected official of the Town as provided by general law of the State. (Laws of Fla., ch. 2000-475, § 1; Ord. No. 2005-01, § 2, 1-13-2004, ref. of 3-8-2005)

Editor's note—Pursuant to [former] § 9.01, and the results of the referendum of June 6, 2000, § 6.01(d) has been amended to read as set forth herein.

ARTICLE VII. CHARTER AMENDMENTS*

Section 7.01. Charter amendments.

This Charter may be amended in accordance with the provisions of this Article. (Laws of Fla., ch. 2000-475, § 1)

*State law reference—Charter amendments, F.S. § 166.081.

Section 7.02. Procedure to amend.

(a) *Initiation.* This Charter may be amended in two ways:

- (1) *By ordinance.* The Council may, by ordinance, propose amendments to this Charter and, upon passage of the initiating ordinance, shall submit the proposed amendment to a vote of the electors at the next general election held within the Town or at a special election called for such purpose.
- (2) *By petition.* The electors of the Town may propose amendments to this Charter by petition pursuant to the requirements of F.S. ch. 166, as amended.

(b) *Submission to electors.* Upon certification of the sufficiency of a petition, the Council shall submit the proposed amendment to a vote of the electors at a general election or special election to be held not less than 60 days or more than 120 days from the date on which the petition was certified or at a special election called for such purpose.

(c) *Results of election.* If a majority of the qualified electors voting on a proposed amendment votes for its adoption, it shall be considered adopted upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(Laws of Fla., ch. 2000-475, § 1)

Section 7.03. Appointment of Charter Review Committee.

The Council shall appoint a Charter Review Committee, which shall contain at least five registered electors who are residents of the Town and whose responsibilities shall include the review and analysis of the Charter and recommendations to the Council of proposed Charter amendments, including, without limitation, issues such as District voting versus town-wide elections for Council members. All recommendations of the Charter Review Committee shall be considered by the Council at least once every 4 years, and the Council may by ordinance propose amendments to this Charter upon recommendation of the Charter Review Committee. Upon passage of the initiating ordinance, the Council shall submit the proposed amendment to a vote of the electors of the Town at the next general election held within the Town or at a special election called for such purpose.

(Laws of Fla., ch. 2000-475, § 1)

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Severability.

If any section or part of any section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter or the context in which such section or part of a section so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.02. Conflicts of interest; ethical standards.

All Council members, officials, and employees of the Town shall be subject to the standards of conduct for public officers and employees set by federal, state, county, or other applicable law.

(Laws of Fla., ch. 2000-475, § 1)

State law reference—Code of ethics, F.S. § 112.311 et seq.

Section 8.03. Town personnel system.

All new employments, appointments, and promotions of Town officers and employees shall be made pursuant to personnel procedures to be established by the Administrator from time to time.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.04. Charitable contributions.

The Town shall not make any charitable contribution to any person or entity unless authorized by the Council.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.05. Variation of pronouns.

All pronouns and any variations thereof used in this Charter shall be deemed to refer to masculine, feminine, neutral, singular, or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Charter.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.06. Style and capitalization.

When a defined word is enclosed in quotes and in parentheses after the definition, that word shall be treated as a defined term in the remainder of this Charter, when capitalized.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.07. Calendar day.

For the purposes of this Charter, a day shall mean a calendar day.

(Laws of Fla., ch. 2000-475, § 1)

ARTICLE IX. TRANSITION PROVISIONS**Section 9.01. Creation and establishment of Town.**

For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, the Town is hereby created and established effective June 6, 2000.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 9.02. Temporary nature of Article.

The following sections of this Article are inserted solely for the purpose of effecting the incorporation of the Town and the transition to a new municipal government. Each section of this Article shall automatically, and without further vote or act of the electors of the Town, become ineffective and no longer a part of this Charter at such time as the implementation of such section has been accomplished.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 9.03. Interim adoption of codes and ordinances.

Until otherwise modified or replaced by this Charter or the Council, all codes, ordinances, and resolutions of Broward County, Florida, in effect on the day of adoption of this Charter shall, to the extent applicable to the Town, remain in force and effect as municipal codes, ordinances, and resolutions of the Town. Until otherwise determined by the Council, said codes, ordinances, and resolutions shall be applied, interpreted, and implemented by the Town in a manner consistent with established policies of Broward County on the date of this Charter.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

.Note—The adoption date of the Charter was June 6, 2000.

Section 9.04. Taxes and fees.

Until otherwise modified by the Council, all municipal taxes and fees imposed within the Town boundaries by the County as the municipal government for unincorporated Broward County, which taxes and fees are in effect on the date of adoption of this Charter, shall continue at the same rate and on the same conditions as if those taxes and fees had been adopted and assessed by the Town.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 9.05. State shared revenues.

The Town shall be entitled to participate in all shared revenue programs of the State, effective immediately on the date of incorporation. The provisions of F.S. § 218.28, shall be waived for the purpose of eligibility to receive revenue sharing from the date of incorporation through the end of the State fiscal year 2001-2002. The provisions of F.S. § 218.26(3), shall be waived for the fiscal year 2001-2002, and the apportionment factors for the municipalities and counties shall be recalculated pursuant to F.S. § 218.245. The initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research as of the effective date of this Charter. Should the bureau be unable to provide an appropriate population estimate, the initial population for calculating eligibility for shared revenues shall be established at the level of 9,000.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 9.06. Gas tax revenues.

Notwithstanding the requirements of F.S. § 336.025, to the contrary, the Town shall be entitled to receive local option gas tax revenues beginning October 1, 2000. These revenues shall be distributed in accordance with the interlocal agreement with Broward County.
(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 9.07. Shared revenues.

Broward County shall distribute to the Town, from taxes, franchise fees, and ad valorem taxes, revenues collected within the municipal boundaries of the Town. This calculation shall be based upon a population projection of 9,000 in anticipation of the year 2000 census.
(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 9.08. Conflicting provisions.

This act shall take precedence over any other prior enacted law.
(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

ORDINANCE NO. 2024 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, "DEFINITION OF TERMS," SECTION 010-030, "TERMS DEFINED" AND ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-030, "GENERAL PROVISIONS" PERTAINING TO FENCE AND WALL HEIGHT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to clarify the method for measuring structure height, and to ensure that the height of fences and walls is measured from a datum that is not subject to filling by a property owner, thereby increasing the overall height of the wall or fence relative to adjacent properties and rights-of-way; and

WHEREAS, the Comprehensive Plan Advisory Board considered the proposed amendments on March 21, 2024 and recommended adoption.

WHEREAS, after holding a duly noticed public hearing on _____, the Local Planning Agency found the proposed amendments to be consistent with the adopted Town of Southwest Ranches Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 010, "Definition of Terms," Section 010-030, "Terms Defined," is hereby amended as follows:

Grade, established or grade, finished. The term "established grade" or "finished grade" means the elevation of land above mean sea level (~~NAVGD 1929~~ NAVD 88), in its final, graded condition.

Ordinance No. 2024-____

New text is underlined and deleted text is ~~stricken~~

* * *

Height.

- 1) For all buildings and roofed structures, ~~except as provided below~~, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, and to the mean height level between eaves and ridge for gable, hip and gambrel roofs, ~~and to the highest point of any nonroofed structure~~, provided that any portion of the finished grade exceeding ~~ten (10)~~ 8.5 feet ~~NVGD NAVD 88~~ shall be included in the height calculation.
- 2) For ~~s~~Signs, ~~as height is defined within~~ article 70, "Sign Regulations."
- 3) For ~~fences, freestanding walls, retaining walls, all other structures, and berms, other than buildings and signs~~, height shall be the vertical distance from the lowest finished grade below abutting the structure or berm to the highest point of the structure or berm; provided that:
 - a. ~~The the height calculation of structures and berms placed within any required yard abutting a public or private street right-of-way on berm shall be measured from the include the height of the berm. finished grade at the public or private right-of-way line of the street. Where a street is not contained within a public or private right-of-way, height shall be measured from the elevation of the edge of street pavement.~~
 - b. The height of structures and berms placed within any required yard abutting a canal shall be measured from the finished grade at the public or private right-of-way line of the canal, except as follows.
 - i. When spoil from canal dredging has been deposited primarily on one side of a canal, as determined by the town engineer, height shall be measured from the finished grade at the lower of the opposing right-of-way lines.
 - c. The height of any structure placed on a berm, or placed on property elevated by a retaining wall, shall include the height of the berm or retaining wall. Berms height shall be the vertical distance from the height of the crown of the adjacent street to the top of the berm.

Section 3. Article 045, "Agricultural and Rural Districts," Section 045-030, "General Provisions" is hereby amended as follows:

Ordinance No. 2024-____

New text is underlined and deleted text is ~~stricken~~

(A) *Fences, walls and hedges.* Fences and walls, not including entrance features, shall be permitted to a maximum height of eight (8) feet ~~above the established grade~~ within any required yard, and in any location on a residential or agricultural plot; provided that a fence enclosing a tennis court or other customary enclosure may be higher if located outside of a required yard. Fences on farms shall be governed by F.S. ch. 588.

Section 4 Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 5: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ____ day of _____, 2024 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Ordinance No. 2024-____

New text is underlined and deleted text is ~~stricken~~

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Ordinance No. 2024-__

New text is underlined and deleted text is ~~stricken~~