

# Trevesta Community Development District

# Board of Supervisors' Meeting December 17, 2018

District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913

www.trevestacdd.org

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

**Board of Supervisors** Jim Harvey Chairman

Greg Meath Vice Chairman

Troy Simpson Assistant Secretary
Paul Martin Assistant Secretary
David Truxton Assistant Secretary

**District Manager** Belinda Blandon Rizzetta & Company, Inc.

**District Counsel** Jere Earlywine Hopping Green & Sams, P.A.

**District Engineer** Matt Morris Morris Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS • FLORIDA • 33912

www.trevestacdd.org

December 11, 2018

Board of Supervisors Trevesta Community Development District

#### **AGENDA**

#### Dear Board Members:

The regular meeting of the Board of Supervisors of Trevesta Community Development District will be held on **Monday, December 17, 2018 at 9:30 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221. The following is the agenda for this meeting:

ng.					
1. 2. 3.	PUBL	IC CO	MMEN	ROLL CALL T ISTRATION	
٥.	A.			n of the Minutes of the Landowner's Meeting	
	<i>/</i> \.	held c	n Nove	ember 13, 2018	Tab 1
	B.			n of the Minutes of the Board of Supervisors'	145 1
	Ξ.			I on November 13, 2018	Tab 2
	C.			n of the Operations and Maintenance Expenditures	
	0.			ns of October and November 2018	Tab 3
4.	BUSI	NESS			
	A.			n of Matters regarding 2018 Bond Financing	
		1.		ntation of the Final Supplemental Assessment	
				odology Report	Tab 4
		2.		ution # 2019-03 Supplementing Assessments	Tab 5
		3.		rs Bond Documents	Tab 6
			a.	Completion Agreement	
			b.	True Up Agreement (2018 Bonds)	
			C.	First Amendment to the True-Up Agreement	
				(2016 bonds)	
			d.	First Amendment to Collateral Assignment and	
				Assumption Agreement	
			e.	Seconded Amended and Restated Acquisition	
				Agreement	
			f.	Supplemental Declaration of Consent	
			g.	Supplemental Notice of Special Assessments/	
				Governmental Lien of Record	
	_		h.	Supplemental Disclosure of Public Finance	<b></b> -
	B.			n of Construction Matters	Tab 7
		1.		Amendment to (Restated) Construction and	
		0		enance Easement	
		2. 3.	_	nment of Site Work Contract	
		ა.	•	sition of Improvements and Work Product  Phase II A Utilities	
			d.	Fliase II A Ullilles	

Phase II A Roadways and Landscaping

(under separate cover)

b.

- c. Phase IB Utilities and Roadways
- d. Phase IB Landscape and Hardscape
- e. Assessment Area One Work Product (under separate cover)
- f. Other Acquisitions
- 4. Consideration of Construction Requisition No. 2
- 5. Consideration of Construction Requisition No. 3
- C. Consideration of Rizzetta & Company Dissemination

- 5. STAFF REPORTS
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS
- 7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,

Belinda Blandon

Belinda Blandon District Manager

cc: Jere Earlywine, Hopping Green & Sams

# Tab 1

MINUTES OF MEETING 1 2 **TREVESTA** 3 COMMUNITY DEVELOPMENT DISTRICT 4 5 6 The Landowner meeting of the Trevesta Community Development District was 7 held on Tuesday, November 13, 2018 at 9:32 a.m. at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221. 8 9 10 Present were: 11 Jim Harvey **Proxy Holder** 12 Greg Meath **Kolter Land Partners LLC** 13 Paul Martin **Kolter Land Partners LLC** 14 15 Dave Truxton **Kolter Land Partners LLC** Belinda Blandon District Manager, Rizzetta & Company, Inc. 16 Jere Earlywine Hopping Green & Sams, P.A. (via speaker phone) 17 18 FIRST ORDER OF BUSINESS Call to Order 19 20 Ms. Blandon called the meeting to order and confirmed that the Landowner 21 Meeting was duly noticed in accordance with Florida Statute Chapter 190. 22 23 24 SECOND ORDER OF BUSINESS **Determination of Number of Voting** 2.5 Units Represented 26 Ms. Blandon advised that Mr. James Harvey was present as the designated proxy 27 holder for VK TREVESTA LLC, representing a total of 372 voting units. 28 29 **Election of Chairperson and Secretary** 30 THIRD ORDER OF BUSINESS for Purpose of Conducting Landowner 31 Election 32 33 34 Ms. Blandon was elected as Chairperson and Secretary of the meeting for the purpose of conducting the Landowner Election. 35 36 FOURTH ORDER OF BUSINESS 37 Nominations for **Positions** of 38 Supervisor 39 40 Ms. Blandon opened the floor to nominations of candidates by the landowner(s). Mr. Harvey, proxy holder for VK TREVESTA LLC, nominated Troy Simpson, Paul Martin, 41 and Greg Meath. Ms. Blandon asked if there were any other nominations. Hearing none, 42 nominations were closed. 43 44

Ballots were completed by the proxy holder on behalf of VK TREVESTA LLC. Ms. Blandon collected the ballots.

Casting of Ballots

FIFTH ORDER OF BUSINESS

45 46 47

#### 49 50

#### SIXTH ORDER OF BUSINESS

#### **Tabulation of Ballots**

51 52 53

54

55 56 Ms. Blandon stated the candidates received the following votes: Mr. Troy Simpson received 370 votes, Mr. Paul Martin received 372 votes, and Mr. Greg Meath received 372 votes. Ms. Blandon advised that by virtue of the votes received, Mr. Troy Simpson will receive a two-year term to be effective November 13, 2018 and expiring November 2020; and Mr. Paul Martin and Mr. Greg Meath will each receive a four-year term to be effective November 13, 2018 and expiring November 2022.

57 58 59

#### SEVENTH ORDER OF BUSINESS

#### **Landowner Questions and Comments**

60 61

Ms. Blandon asked if there were any questions or comments. There were none.

62 63

#### **EIGHTH ORDER OF BUSINESS**

#### Adjournment

64 65 66

Ms. Blandon stated there were no additional matters to come before the Landowners and adjourned the meeting at 9:36 a.m.



# Tab 2

#### MINUTES OF MEETING 1 2 3 4 5 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. 6 **TREVESTA** 7 **COMMUNITY DEVELOPMENT DISTRICT** 8 9 10 The regular meeting of the Board of Supervisors of Trevesta Community Development District was held on Tuesday, November 13, 2018 at 9:38 a.m. at the 11 Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221. 12 13 Present and constituting a quorum were 14 15 Jim Harvey **Board Supervisor, Chairman** 16 Greg Meath **Board Supervisor, Vice Chairman** 17 **Board Supervisor, Assistant Secretary** Paul Martin 18 David Truxton **Board Supervisor, Assistant Secretary** 19 20 21 Also present were: 22 District Manager, Rizzetta & Company, Inc. 23 Belinda Blandon District Counsel, Hopping Green & Sams, P.A. Jere Earlywine 24 (via speaker phone) 25 Erin Tumolo District Engineer, Morris Engineering 26 Audience 27 28 FIRST ORDER OF BUSINESS 29 Call to Order 30 Ms. Blandon called the meeting to order and conducted the roll call. 31 SECOND ORDER OF BUSINESS **Public Comment** 32 33 Ms. Blandon stated for the record that no members of the public were present. 34 35 THIRD ORDER OF BUSINESS 36 Consideration of the Minutes of the Board of Supervisors' Meeting held on 37 **September 11, 2018** 38 39 Ms. Blandon provided an overview of the Minutes of the Board of Supervisors' 40 meeting held on September 11, 2018 and asked if there were any questions, comments, or 41 42 changes to the minutes. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Martin, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on September 11, 2018, for the Trevesta Community Development District.

#### FOURTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Months of August and September 

Ms. Blandon provided an overview of the Operations and Maintenance Expenditures for the period of August 1-31, 2018 totaling \$35,235.01 and the period of September 1-30, 2018 totaling \$33,392.03 and asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Martin, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Months of August (\$35,235.01) and September (\$33,392.03) 2018, for the Trevesta Community Development District.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-01, Canvassing and Certifying Results of the Landowner's Election held on November 13, 2018

Ms. Blandon provided an overview of the resolution advising that the Landowner's Election was held prior to the onset of the Board of Supervisors' meeting and the results were as follows: Mr. Troy Simpson received 370 votes and will fill seat 1 with a two-year term, Mr. Paul Martin received 372 votes and will fill seat 2 with a four-year term, and Mr. Greg Meath received 372 votes and will fill seat 3 with a four-year term. Ms. Blandon asked if there were any questions. There were none.

On a Motion by Mr. Meath, seconded by Mr. Harvey, with all in favor, the Board Adopted Resolution 2019-01, Canvassing and Certifying Results of the Landowner's Election held on November 13, 2018, for the Trevesta Community Development District.

#### SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-02, Designating Officers of the District

Ms. Blandon presented resolution 2019-02 and advised that after an election it is appropriate to designate officers of the District.

On a Motion by Mr. Truxton, seconded by Mr. Meath, with all in favor, the Board Adopted Resolution 2019-02, Designating Officers of the District as follows: Mr. Jim Harvey to Serve as Chairman, Mr. Greg Meath to Serve as Vice Chairman, and Mr. Paul Martin, Mr. Troy Simpson, Mr. Dave Truxton, Ms. Belinda Blandon, and Mr. Joe Roethke to Serve as Assistant Secretaries, for the Trevesta Community Development District.

#### SEVENTH ORDER OF BUSINESS

Ratification of Series 2016 Custody Account Requisitions for Payment 66 and 67

Ms. Blandon advised that the Series 2016 Custody Account Requisitions for Payment 66 and 67 were paid to Morris Engineering and Consulting, LLC and totaled \$10,525.00. She asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Martin, with all in favor, the Board Ratified Series 2017 Custody Account Requisitions for Payment 66 and 67, Totaling \$10,525.00, for the Trevesta Community Development District.

#### **EIGHTH ORDER OF BUSINESS**

#### **Staff Reports**

A. District Counsel

Mr. Earlywine advised he had no report.

B. District Engineer

Ms. Tumolo advised she had no report.

C. District Manager

Ms. Blandon advised the next meeting of the Board of Supervisors of the Trevesta CDD is scheduled for Thursday, February 7, 2019.

#### NINTH ORDER OF BUSINESS

# **Supervisor Requests and Audience Comments**

Ms. Blandon opened the floor for Supervisor requests and comments.

Mr. Martin inquired regarding the fountains as they have not been turned on. Ms. Blandon advised she is working on the fountains as the deed has been signed, however she is awaiting the recorded copy of the deed. Mr. Earlywine advised he will check the status.

#### TENTH ORDER OF BUSINESS

#### Adjournment

Ms. Blandon stated there was no further business to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Harvey, seconded by Mr. Martin, with all in favor, the Board adjourned the meeting at 9:50 a.m., for the Trevesta Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

# Tab 3

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

# Operation and Maintenance Expenditures October 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented:	\$6,257.05
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

# **Trevesta Community Development District**

### Paid Operation & Maintenance Expenditures

October 1, 2018 Through October 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	I	nvoice Amount
Hopping Green & Sams	000323	101689	Legal Services 06/18	\$	402.00
Peace River Electric Cooperative, Inc	000322	160096001 - 09/18	6204 Buffalo Rd - 09/18	\$	40.54
Peace River Electric Cooperative, Inc	000322	160096002 - 09/18	6810 Trevesta PL - 09/18	\$	1,066.68
Peace River Electric Cooperative, Inc	000322	160096003 - 09/18	6810 Trevesta PL Streetlighting - 09/18	\$	689.50
Rizzetta & Company, Inc.	000324	INV0000035412	District Management Fees 10/18	\$	3,958.33
Rizzetta Technology Services, LLC	000325	INV0000003731	Website Hosting Services 10/18	\$	100.00

**Report Total §** 6,257.05

### Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

July 31, 2018

Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road Suite # 206 Ft. Myers, FL 33912

Bill Number 101689 Billed through 06/30/2018

#### **General Counsel**

TRVCDD 00001

JLE

FOR	PROI	ESSION	AL SERVICES RENDERED	
06/0	121/12/12	KEM	Research status of landowner election resolution.	0.10 hrs
06/0	4/18	MST	Prepare response to request for audit update.	0.40 hrs
06/1	4/18	KEM	Review status of county acceptance of Phase IIA utilities.	0.10 hrs
06/1	5/18	JLE	Prepare budget and assessment resolutions and notices; email correspondence regarding the same.	0.70 hrs
06/1	5/18	KEM	Review certificate of completion.	0.10 hrs
06/2	7/18	JLE	Review assessment / budget notices; email correspondence regarding the same.	0.20 hrs
06/2	9/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs
06/2	9/18	SRS	Conduct research and implement ADA compliance measures for special district websites.	0.20 hrs
		Total fee	es for this matter	\$402.00

#### **MATTER SUMMARY**

Earlywine, Jere L.	0.90 hrs	275 /hr	\$247.50
Kilinski, Jennifer L.	0.10 hrs	220 /hr	\$22.00
Ibarra, Katherine E Paralegal	0.30 hrs	125 /hr	\$37.50
Sandy, Sarah R.	0.20 hrs	225 /hr	\$45.00
Turner, M. Suzanne - Paralegal	0.40 hrs	125 /hr	\$50.00
TOTAL FE	EES		\$402.00

TOTAL CHARGES FOR THIS MATTER

\$402.00

#### **BILLING SUMMARY**

0.90 hrs	275 /hr	\$247.50
0.10 hrs	220 /hr	\$22.00
0.30 hrs	125 /hr	\$37.50
0.20 hrs	225 /hr	\$45.00
0.40 hrs	125 /hr	\$50.00
ES		\$402.00
.L		\$402.00
	0.10 hrs 0.30 hrs 0.20 hrs 0.40 hrs	0.10 hrs 220 /hr 0.30 hrs 125 /hr 0.20 hrs 225 /hr 0.40 hrs 125 /hr

Please include the bill number on your check.

Date Recid	Rizzet	ta &	Co Lie	
D/M approva	Beli	nda E	3landon	akes
nare eurolec	AUG	1 3	2018	
Fund (C)	_GL	5/4	00 00	307
CUGCK #	A SPECIAL PROPERTY.		00	MICHAEL MANDENNING MANDE

Bill Date: 09/18/2018



P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy Cooperative

Account # Member #

160096001 159427

Service Address: 6204 BUFFALO RD Service Description: 175 TOWER SIGN

Contact Us: 800-282-3824

www.preco.coop

Cycle: 6



1863 1 AB 0.405 TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

5 1863 C-8 P-20

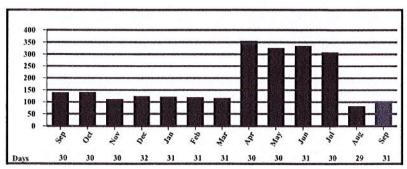
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Important Information It's hurricane season! Is your contact information with

PRECO up to date? Please visit our website, stop by a location or call us and update your information, so you can stay informed in case of an emergency.

ervice Period:	: 08/11/2018 - 09	/11/2018 R	ate: GENERAL	SERVICE	
Meter#	Readings		Meter	kWh	kW
Wicter #	Previous	Present	Multiplier	KWII	K VV
34330156	2713	2816	1	103	
		0.250	1		0.255

Board District: 8



Previous Balance		\$37.96
Payment(s) Received		\$-37.96
Adjustments		\$0.00
Late Fee		\$0.00
Balance Forward		\$0.00
Facilities Use Charge		\$26.50
Energy Charge 103 l	kWh @ 0.132792	\$13.68
CPA 103 I	kWh @ -0.0155	\$-1.60
Manatee Property Tax	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$0.95
Gross Receipts Tax	107 TO C	\$1.01
Current Charges DECEI	. M 19    _	\$40.54
Total Amount Due SEP 2 4	2018	\$40.54

BY: ..... Date Rec'd Rizzetta & Co., Inc.\_ D/M approval slandon Date

Date entered SEP 2 7 2018 GL 53100 OC 4301 Fund\_001 Check #\_\_\_

Please make check payable to PRECO in U.S. funds and return this portion with your payment



#### Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy Cooperative \*



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

Member #: 159427

Account: 160096001

Current Balance due 10/09/2018

\$40.54

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547

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8 a.m. to 5 p.m. Monday thru Friday Drive-Thru & Night Drop









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When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Please return this portion with your payment

Please note any address or phone number corrections	
	Failure to receive a bill or a notice that your bill is available does not
	relieve obligation to pay, late charges, or disconnection of service.
	If not paid in full by the due date a late fee of \$10 or 3%, whichever
The same and section in the section of the section	is greater, will be added to your bill.
	Past due amount is subject to disconnection of service.

Bill Date: 09/18/2018

Service Period: 08/11/2018 - 09/11/2018



A Touchstone Energy Cooperative

Account # 160096002 Member # 159427

6810 TREVESTA PL Service Address:

Service Description: ENTRANCE TOWER/MONUMENT

SIGN

Contact Us: 800-282-3824

www.preco.coop



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

#### 

Important Information

It's hurricane season! Is your contact information with PRECO up to date? Please visit our website, stop by a location or call us and update your information, so you

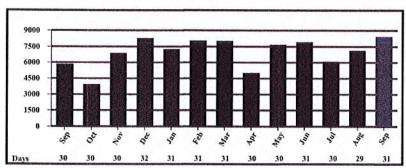
can stay informed in case of an emergency.

Cycle: 6

Meter#	Readings		Meter	1.3371.	1.337
Meter #	Previous	Present	Multiplier	kWh	kW
34330124	106494	114922	1	8428	THE RESERVE OF THE PERSON NAMED IN
		17 444	1		17.44

Board District: 8

Rate: GENERAL SERVICE



Previous Balance		\$904.34
Payment(s) Received		\$-904.34
Adjustments		\$0.00
Late Fee		\$0.00
Balance Forward	<u></u>	\$0.00
Facilities Use Charge		\$26.50
Energy Charge	8,428 kWh @ 0.132792	\$1,119.17
CPA	8,428 kWh @ -0.0155	\$-130.63
Manatee Property Tax	3	\$24.97
Gross Receipts Tax		\$26.67
Current Charges	্বস্থানি	\$1,066.68
Total Amount Pues C 18	1 N 18	\$1,066.68
SEP 2	4 7010	

Date Rec'd Rizzetta & Co., Inc.\_ D/M approval Selinda Blandon Date 10/1/2018 SEP 2 7 2018 Date entered \_\_\_\_\_ Fund 001 GL 53100 OC 4301 Check # \_\_\_\_\_

Please make check payable to PRECO in U.S. funds and return this portion with your payment



#### Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy Cooperative



Current Balance due 10/09/2018

Member #: 159427

\$1,066.68

Account: 160096002

TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547 Սիլել Միր Ոսվոր հեմից իրդեն Մոլի վին կին կին դուրքի ՄՈ

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Monday thru Friday 8 a.m. to 5 p.m. Drive-Thru & Night Drop









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Please return this portion with your payment

Please note any address or phone number corrections	
	Failure to receive a bill or a notice that your bill is available does not relieve obligation to pay, late charges, or disconnection of service.
	If not paid in full by the due date a late fee of \$10 or 3%, whichever
	is greater, will be added to your bill.
	Past due amount is subject to disconnection of service.

Bil Ser



A Touchstone Energy Cooperative

Account # Member #

160096003 159427

Service Address:

6810 TREVESTA PL Service Description: STREETLIGHTING

Contact Us: 800-282-3824

www.preco.coop



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

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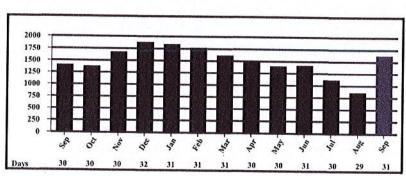
Important Information It's hurricane season! Is your contact information with

PRECO up to date? Please visit our website, stop by a

location or call us and update your information, so you can stay informed in case of an emergency.

ll Date: 09/18/2018 C	ycle: 6	Board District: 8
rvice Period: 08/11/2018 - 09/	1/2018	Rate: GENERAL SERVICE DEMAND

Meter# Readings		ngs	Meter	1,11,1	
iviciei #	Previous	Present	Multiplier	kWh	kW
34427038	22299	23928	1	1629	
		4.232	1		50,000



Previous Balance		\$633.45
Payment(s) Received		\$-633.45
Adjustments		\$0.00
Late Fee		\$0.00
Balance Forward	1. <b>x</b>	\$0.00
Facilities Use Charge		\$110.00
Energy Charge	1,629 kWh @ 0.08494	\$138.37
Billed Demand	50.000 kW @ 8.660	\$433.00
CPA	1,629 kWh @ -0.0155	\$-25.25
Manatee Property Tax		\$16.14
Gross Receipts Tax		\$17.24
Current Charges	- जनस्यानित	\$689.50
Total Amount Due	ECEIVE	\$689.50
ln .	SEP 2 4 2018	

Date Rec'd F	Rizzetta & Co., Inc
	Jelinda Blandon Date 10/1/18
Date entered	, -01,p.20,000 No
Fund OO	GL53100 OC 4307
Check #	

Please make check payable to PRECO in U.S. funds and return this portion with your payment



Peace River Electric Cooperative, Inc.

Wauchula, FL 33873-1310

A Touchstone Energy Cooperative X



Current Balance due 10/09/2018

Member #: 159427

\$689.50

Account: 160096003

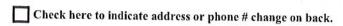
TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547

WAUCHULA FL 33873-1547

<u>Պիկմիի իսիցենիցիունատիվիկներիկները կրու</u>







you can pay with

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www.preco.coop

& click on

or

download the mobile app



call 1.855.386.9924

or stop by

Wauchula - 210 Metheny Rd. & Lakewood Ranch - 14505 Arbor Green Trail

8 a.m. to 5 p.m. Monday thru Friday Drive-Thru & Night Drop









Check Processing Policy

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Please return this portion with your payment

Please note any address or phone number corrections	
	Failure to receive a bill or a notice that your bill is available does not relieve obligation to pay, late charges, or disconnection of service.
	If not paid in full by the due date a late fee of \$10 or 3%, whichever
product for the control with the form of the control with	is greater, will be added to your bill.
	Past due amount is subject to disconnection of service.

## Rizzetta & Company, Inc.

3434 Colwell Avenue Suite 200

Tampa FL 33614

#### Invoice

Date	Invoice #
10/1/2018	INV0000035412

#### Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Serv	rices for the month of				ent Number
		October	Upon R		<del></del> 1	0241
Description District Management Services るつり Administrative Services 3 100 Accounting Services 3 2 0 1 Financial & Revenue Collections るいし	الأن بطحات	NLLEUG & CO., I albelinda Blandon OCT 05 GL	1.00 1.00 1.00 1.00	\$1,78: \$37: \$1,50: \$30:	3.33 5.00 0.00	Amount \$1,783.33 \$375.00 \$1,500.00 \$300.00
			Subtota			\$3,958.33
			Total			\$3,958.33

### Rizzetta Technology Services

3434 Colwell Avenue Suite 200 Tampa FL 33614

#### **Invoice**

Date	Invoice #
10/1/2018	INV000003731

#### Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the month of	Terms		ent Number
	October		00	0241
Date Rec'd Rizzetta & Co., Inc.  D/M approval Linds Blander Date  Date entered SEP 2 7 20  Fund OO I GL 57300 OC.  Check #	18 5703	Qty 0 1	\$15.00 \$100.00	## \$0.00 \$100.00
		Subtotal		\$100.00
		Total		\$100.00

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

# Operation and Maintenance Expenditures November 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2018 through November 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented:	\$36,388.39	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

# **Trevesta Community Development District**

## Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	I	nvoice Amount
Department of Economic					
Opportunity	000326	72885	Special District Filing Fee FY 18/19	\$	175.00
Hopping Green & Sams	000327	102298	Legal Services 07/18	\$	1,134.50
Hopping Green & Sams	000330	103067	Legal Services 08/18	\$	2,691.95
Mandy's Electric	000328	13353	Service Call - Repair Streetpoles 08/18	\$	500.00
Peace River Electric Cooperative, Inc	000329	160096001 - 10/18	6204 Buffalo Rd - 10/18	\$	39.92
Peace River Electric Cooperative, Inc	000338	160096001 - 11/18	6204 Buffalo Rd - 11/18	\$	41.04
Peace River Electric Cooperative, Inc	000329	160096002 - 10/18	6810 Trevesta PL - 10/18	\$	969.05
Peace River Electric Cooperative, Inc	000338	160096002 - 11/18	6810 Trevesta PL - 11/18	\$	1,006.77
Peace River Electric Cooperative, Inc	000329	160096003 - 10/18	6810 Trevesta PL Streetlighting - 10/18	\$	680.67
Peace River Electric Cooperative, Inc	000338	160096003 -11/18	6810 Trevesta PL Streetlighting - 11/18	\$	691.55
Peace River Electric Cooperative, Inc	000336	6581 Devesta Loop	6581 Devesta Loop- Deposit 11/18	\$	630.00
Rizzetta & Company, Inc.	000331	INV0000035290	Assessment Roll 2018-2019 FY	\$	5,000.00
Rizzetta & Company, Inc.	000331	INV0000035974	District Management Fees 11/18	\$	3,958.33
Rizzetta Technology Services, LLC	000332	INV000003817	Website Hosting Services 11/18	\$	100.00
Solitude Lake Management	000333	PI-A00202626	Lake & Pond Maintenance 09/18	\$	1,820.00
Solitude Lake Management	000333	PI-A00203449	Mid Fly Treatment 08/18	\$	1,761.00
Sun State Landscape Management, Inc.	000334	21173	Monthly Landscape Maintenance - Common Areas 09/18	\$	4,720.38
Sun State Landscape Management, Inc.	000334	21174	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 09/18	\$	1,496.22
Trevesta Homeowners Associatin, Inc	000337	ELEC1008	Payment to HOA for Fountain Electric Bill 10/18	\$	1,116.33
Trevesta Irrigation LLC	000335	Apr-18	Phase 1A & 1B Common Area 04/18	\$	1,834.56
Trevesta Irrigation LLC	000335	June-18	Phase 1A & 1B Common Area 06/18	\$	1,834.56

# **Trevesta Community Development District**

## Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	In	voice Amount
Trevesta Irrigation LLC	000335	May-18	Phase 1A & 1B Common Area 05/18	\$	1,834.56
Trevesta Irrigation LLC	000335	Sept-18	Phase 1A & 1B Common Area 09/18	\$	2,352.00
Report Total				\$	36,388.39

# Florida Department of Economic Opportunity, Special District Accountability Program FY 2018/2019 Special District Fee Invoice and Update Form Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

nvoice No.: 72885			Date Invoiced: 10/01/20
nnual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$175.

FTEP 1: Review the following information, make changes directly on the form, and sign and date:

. Special District's Name, Registered Agent's Name, and Registered Office Address:



#### **Trevesta Community Development District**

Mr. William Rizzetta 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

FLORIDA I	DEPARTMENT of OPPORTUNITY

Telephone:	(813) 933-5571	813-514-040	OCI 15 2018
Fax:	(813) 935-6212	813.514.0401	
Email:	brizzetta@rizzetta	.com	
Status:	Independent		
Governing Body:	Elected		
Website Address:	trevestacdd.org		
County(ies):	Manatee		41.0
Function(s):	Community Develo	opment	all 1100 - Heddelon or der, 1836
. Boundary Map on File:	10/06/2015		Mapprova Belinda Blandon Date 10/19/18
. Creation Document on File:	10/06/2015		1 0 0010
. Date Established:	05/07/2015		all officers
. Creation Method:	Local Ordinance		una 001 GL 5/300 OC 4902
Local Governing Authority:	Manatee County		COLUMN TO THE PROPERTY OF THE
. Creation Document(s):	County Ordinance	15-20	heck#
Statutory Authority:	Chapter 190, Florid	da Statutes	
Authority to Issue Bonds:	Yes		
Revenue Source(s):	Assessments		
Most Recent Update:	10/19/2017		
gistered Agent's Signature:  EP 2: Pay the annual fee or certify e	eligibility for the zero f	ee:	Date 1016/018
a. Pay the Annual Fee: Pay the	annual fee online by	following the instruct	ions at www.Floridajobs.org/SpecialDistrictFee or by check
payable to the Department of E			
b. Or, Certify Eligibility for the Zero	Fee: By initialing each	ch of the following ite	ms, I, the above signed registered agent, do hereby
certify that to the best of my know	wledge and belief, Al	LL of the following s	atements contained herein and on any attachments
			I understand that any information I give may be verified.
			the special district is not a component unit of a local
general-purpose governm		ountant determined	tiro special district is not a component and si a result
		norting requirement	s of the Department of Financial Services.
			ne Department of Financial Services on its Fiscal Year
2016/2017 Annual Financi	ial Report (if created	since then, attach ar	n income statement verifying \$3,000 or less in revenues).
partment Use Only: Approved:	Denied: Reaso	on:	
EP 3: Make a copy of this form for yo			
	our records.		
EP 4: Mail this form and payment (if		the Department of E	conomic Opportunity, Bureau of Budget Management,

#### Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

August 27, 2018

Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road Suite # 206 Ft. Myers, FL 33912

Bill Number 102298 Billed through 07/31/2018

#### **General Counsel**

TRVCDD 00001

JLE

07/09/18	APA	Prepare response to Notice to Owner.	0.80 hrs
07/11/18	JLE	Review notice to owner; follow-up regarding the same; review lake treatment proposal; follow-up with Blandon regarding the same.	0.40 hrs
07/12/18	JLE	Review easement agreement and maintenance agreement; calls regarding irrigation system proposal.	0.30 hrs
07/18/18	KEM	Review notice of audit committee and regular meeting.	0.10 hrs
07/18/18	APA	Prepare response to Notice to Owner.	0.80 hrs
07/23/18	JLE	Review construction information; confer with Martin, et al., regarding the same; email regarding requisitions; confer with Morris regarding acquisition of Phase 1B improvements; email correspondence regarding the same.	0.80 hrs
07/23/18	KEM	Prepare acquisition documents.	0.10 hrs
07/25/18	KEM	Prepare acquisition documents.	0.30 hrs
07/26/18	JLE	Conference call regarding acquisitions; follow-up.	0.30 hrs
07/26/18	KEM	Prepare acquisition documents.	0.40 hrs
07/27/18	KEM	Prepare acquisition documents.	0.40 hrs
07/31/18	JLE	Prepare for and attend conference call regarding acquisitions; follow-up regarding the same.	0.70 hrs
07/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs
07/31/18	KEM	Attend conference call regarding acquisitions.	0.50 hrs
	Total fee	es for this matter	\$1,134.50

\_\_\_\_\_\_

#### MATTER SUMMARY

Papp, Annie M Paralegal Earlywine, Jere L. Kilinski, Jennifer L. Ibarra, Katherine E Paralegal	1.60 hrs 2.50 hrs 0.10 hrs 1.80 hrs	125 /hr 275 /hr 220 /hr 125 /hr	\$200.00 \$687.50 \$22.00 \$225.00
TOTAL FEES			\$1,134.50
TOTAL CHARGES FOR THIS MATTER			\$1,134.50
BILLING SUMMARY			
Papp, Annie M Paralegal Earlywine, Jere L. Kilinski, Jennifer L. Ibarra, Katherine E Paralegal	1.60 hrs 2.50 hrs 0.10 hrs 1.80 hrs	125 /hr 275 /hr 220 /hr 125 /hr	\$200.00 \$687.50 \$22.00 \$225.00
TOTAL FEES			\$1,134.50
TOTAL CHARGES FOR THIS BILL			\$1,134.50

Please include the bill number on your check.

Date Rec'd Rizzetta & Co., Inc	
DAVI approval Belinda Blandon Date.	9/7/18
VIIVI approval - contra o contrato	
Date entered SEP 0 4 2018	
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i uiiu COT GL STOOOL	CONTRACT AND DESCRIPTION OF THE PARTY OF THE
Chief A	and the partners were late.
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# Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

September 30, 2018

Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road Suite # 206 Ft. Myers, FL 33912

Bill Number 103067 Billed through 08/31/2018

#### **General Counsel**

TRVCDD 00001 JLE

FOR PRO	<u>-ESSION</u>	<u>IAL SE</u>	RVICES RENDERED
00/04/40	1/214	_	

FOR PROF	ESSION	AL SERVICES RENDERED	
08/01/18	KEM	Prepare acquisition documents.	1.40 hrs
08/02/18	JLE	Prepare for, travel to and from, and attend Board meeting.	2.80 hrs
08/07/18	KEM	Prepare assessment area legal description and HOA maintenance agreement.	1.30 hrs
08/08/18	KEM	Prepare sample HOA maintenance agreement.	0.20 hrs
08/09/18	JLE	Review status of acquisitions and requisitions; prepare documents regarding the same; review and revise HOA/CDD maintenance agreement; email regarding the same.	0.60 hrs
08/09/18	KEM	Prepare acquisition documents.	0.40 hrs
08/10/18	KEM	Prepare declaring resolution and exhibits; confer with district manager regarding fountain ownership; prepare resolution declaring assessments.	0.50 hrs
08/13/18	JLE	Review utilities acquisition paperwork; revise the same.	0.30 hrs
08/13/18	KEM	Prepare acquisition documents; confer with district manager.	0.90 hrs
08/14/18	KEM	Research district website regarding statutory compliance; prepare letter requesting acquisition and bill of sale.	0.60 hrs
08/15/18	KEM	Prepare bill of sale and acquisition documents; research publication of notice of hearing.	0.80 hrs
08/24/18	KEM	Prepare midge control services agreement and acquisition documents.	0.90 hrs
08/26/18	JLE	Prepare maintenance agreement; email correspondence regarding the same.	0.60 hrs
08/27/18	KEM	Attend conference call regarding acquisitions.	0.30 hrs
08/29/18	JLE	Review draft agenda; email correspondence with staff regarding the same.	0.20 hrs
08/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA	0.10 hrs

Please include the bill number on your check.

**TOTAL CHARGES FOR THIS BILL** 

OCT 1 5 2018

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	Belinda Blandon 1911	
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want u	and the second s	

\$2,691.95



P.O. Box 152114 Tampa, Fl. 33684-2114 (813) 264-9234 (813) 333-9701 (fax)

# Invoice

DATE	INVOICE #	
9/4/2018	13353	

BILL TO	
Trevesta CDD 5844 Old Pasco Rd Suite 100 Wesley Chapel, FL 33544	

Jobsite			
Trevesta			

**TERMS** 

On completion

QUANTITY	DESCRIPTION	AMOUNT
	- Service call on 8/28: Trouble shot report that street lights were not working. Power was good at the service and rescheduled service w/ lift to check photo cells on top of the pole lighting	500.0
	- Service call on 8/29: All pole lighting was working with no issues.	
	Date Rec'd Rizzetta & Co., Inc.  D/M approval Selinda Slandon Date 9/7/18  Date entered SEP 0 7 2018  Fund DO ( GI SHOW OC MYOU)  Check #	

ıotai

\$500.00



A Touchstone Energy Cooperative

Account # Member # 160096001 159427

6204 BUFFALO RD Service Address: Service Description: 175 TOWER SIGN

Contact Us: 800-282-3824 www.preco.coop

1876 1 AB 0.405 TREVESTA CDD

Date: 10/17/2018

5 1876

5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010 C-8 P-20

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#### Important Information

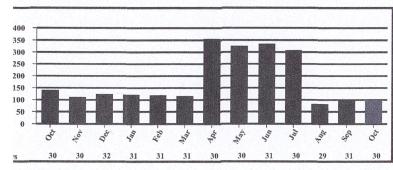
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Cycle: 6

vice Period:	09/11/2018 - 10	/11/2018 R	ate: GENERAL	SERVICE	
Meter #	Readi Previous	ings Present	Meter Multiplier	kWh	kW
4330156	2816	2914	1	98	
		0.260	1		0.260

Board District: 8



	\$40.54
	\$-40.54
	\$0.00
	\$0.00
	\$0.00
	\$26.50
98 kWh @ 0.132792	\$13.01
98 kWh @ -0.0155	\$-1.52
	\$0.93
	\$1.00
57 TV TS TA	\$39.92
7 A 70	\$39.92
2 2018 4	
	98 kWh @ -0.0155 - 

Jalener a mercia a over, inv. 10/31/2018 Dandon Date 10/31/2018 rate entered 53100 nr. 4301 hork it

Member #: 159427

Please make check payable to PRECO in U.S. funds and return this portion with your payment



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Current Balance due 11/07/2018

\$39.92

Account: 160096001

Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547

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A Touchstone Energy® Cooperative

Member# 159427

Service Address: 6204 BUFFALO RD Service Description: 175 TOWER SIGN

Contact Us: 800-282-3824

Date: 11/15/2018

www.preco.coop



1903 1 AB 0.405 TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

5 1903 C-8 P-21

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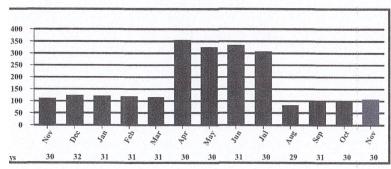
Cycle: 6

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vice Period:	10/11/2018 - 11	/10/2018 R	ate: GENERAL	SERVICE	
Meter#	Readi Previous	ings Present	Meter Multiplier	kWh	kW
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Manage Company of the		0.256	1	THE RESERVE THE PROPERTY OF THE PARTY OF THE	0.256

Board District: 8



Previous Balance		\$39.92
Payment(s) Received		\$-39.92
Adjustments		\$0.00
Late Fee		\$0.00
Balance Forward		\$0.00
Facilities Use Charge		\$26.50
Energy Charge	107 kWh @ 0.132792	\$14.21
CPA	107 kWh @ -0.0155	\$-1.66
Manatee Property Tax		\$0.96
Gross Receipts Tax		\$1.03
Current Charges		\$41.04
<b>Total Amount Due</b>		\$41.04

1/Mappro Belinda Blandon Daire 11/27/18
NOV L | 2018 rate entered uno 001

Please make check payable to PRECO in U.S. funds and return this portion with your payment



#### Peace River Electric Cooperative, Inc.

hert"

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy Cooperative



Current Balance due 12/06/2018

Member #: 159427

\$41.04

Account: 160096001

TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547 

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A Touchstone Energy® Cooperative 🛝



ACCOUNT # 100070004 159427 Member #

6810 TREVESTA PL Service Address:

SIGN

Important Information

Service Description: ENTRANCE TOWER/MONUMENT

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Contact Us: 800-282-3824 www.preco.coop

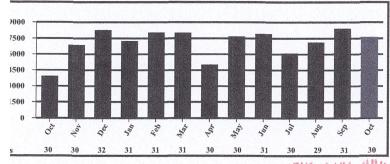


TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

#### 

Date: 10/17/2 rice Period: 09	018 Cycle: 6 0/11/2018 - 10/11/2018	Board District: 8 Rate: GENERA		
Noton H	Readings	Meter	1.337	1.337

Meter#	Read	ings	Meter	kWh	kW
	Previous	Present	Multiplier		
4330124	114922	122558	1	7636	
		17.422	1		17.422



**Previous Balance** \$1,066.68 Payment(s) Received \$-1,066.68 Adjustments \$0.00 Late Fee \$0.00 **Balance Forward** \$0.00 Facilities Use Charge \$26.50 Energy Charge 7,636 kWh @ 0.132792 \$1,014.00 7,636 kWh @ -0.0155 \$-118.36 **CPA** Manatee Property Tax \$22.68 Gross Receipts Tax \$24.23 **Current Charges** 

all how whileful a Du., He Belinda Blandon 10/31/18 53100 OC 4301

nont 4

Please make check payable to PRECO in U.S. funds and return this portion with your payment

**Total Amount Due** 



TREVESTA CDD

#### Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy Cooperative



Current Balance due 11/07/2018

Member #: 159427

\$969.05

Account: 160096002

\$969.05

\$969.05

5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547 

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A Touchstone Energy® Cooperative



Member# 159427

Service Address: 6810 TREVESTA PL Service Description: ENTRANCE TOWER/MONUMENT

SIGN

### Important Information

Hey, Photographers! PRECO Photo Contest is now open! Send us your best shot! You could win a \$50 electric bill credit. Details at www.preco.coop

NOV 7 1 2018

### Contact Us: 800-282-3824

Date: 11/15/2018

www.preco.coop



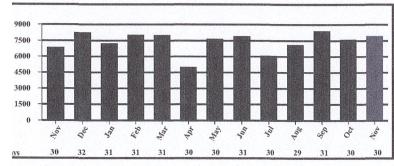
TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

### 

Cycle: 6

	Read		Meter	SERVICE	
Meter #	Previous	Present	Multiplier	kWh	kW
34330124	122558	130500	1	7942	
		17.560	1 1	and a distribution of the particular state of the state o	17 560

Board District: 8



revious Balance	\$969.05
ayment(s) Received	\$-969.05
djustments	\$0.00
ate Fee	\$0.00
alance Forward	\$0.00
addition Hay Change	M26.50
acilities Use Charge	\$26.50
nergy Charge 7,942 kWh @ 0.	
PA 7,942 kWh @ -0	.0155 \$-123.10
Ianatee Property Tax	\$23.57
ross Receipts Tax	\$25.17
urrent Charges	\$1,006.77
atal Amount Dua	\$1,006.77
	Management

idle nor willedin 1/MapprovBelinda Blandon 11/27/18 NOV 2 1 2018 late entered heck #

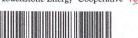
Please make check payable to PRECO in U.S. funds and return this portion with your payment



### Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy Cooperative



Current Balance due 12/06/2018

Member #: 159427

\$1,006.77

Account: 160096002

TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547

WAUCHULA FL 33873-1547

Check here to indicate address or phone # change on back.





A Touchstone Energy Cooperative



Account # 100090003 Member # 159427

Service Address: 6810 TREVESTA PL Service Description: STREETLIGHTING

Contact Us: 800-282-3824

www.preco.coop



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

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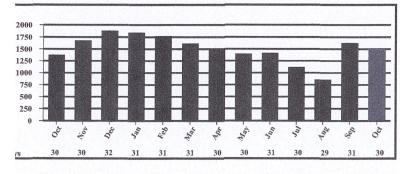
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Customer.care@preco.coop

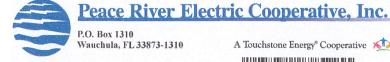
Date: 10/17/2018 Cycle: 6	Board District: 8
vice Period: 09/11/2018 - 10/11/2018	Rate: GENERAL SERVICE DEMAND
Readings	Meter

Meter#	Readings		Meter	1 117	1 337
	Previous	Present	Multiplier	kWh	kW
4427038	23928	25436	1	1508	
		4.216	1		50.000



Previous Balance		\$689.50
Payment(s) Received		\$-689.50
Adjustments		\$0.00
Late Fee		\$0.00
Balance Forward		\$0.00
Facilities Use Charge		\$110.00
Energy Charge	1,508 kWh @ 0.08494	\$128.09
Billed Demand	50.000 kW @ 8.660	\$433.00
CPA	1,508 kWh @ -0.0155	\$-23.37
Manatee Property Tax		\$15.93
Gross Receipts Tax	되기 하지 않아 하나를 때 가는 맛이 하나?	\$17.02
Current Charges	19   1   1   1   1   1   1   1   1   1	\$680.67
<b>Total Amount Due</b>	MECEIVE	S680.67
	h	Townson
	∆\ OCT 2 2 2018	U

Please make check payable to PRECO in U.S. funds and return this portion with your payment



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

A Touchstone Energy® Cooperative



Member #: 159427 Account: 160096003

Current Balance due 11/07/2018

\$680.67

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547

WAUCHULA FL 33873-1547

**Ալլել Արևի և իր հեն իր Արդ հեն իր իր Ալեն Արևի Արևուրդ են և** 







A Touchstone Energy Cooperative



159427

Service Address: 6810 TREVESTA PL Service Description: STREETLIGHTING

Contact Us: 800-282-3824

www.preco.coop



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

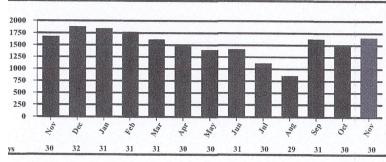
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Hey, Photographers! P	RECO Photo Contest is n	ow
open! Send us your bes	t shot! You could win a \$	50
electric bill credit. Deta	ils at www.preco.coop	

NOV 7 1 2018

vice Period: 10/1	1/2018 - 11/10/2018	Rate: GENERAL	L SERVICE DE	EMAND
Matau #	Readings	Meter	1 777	

Meter#	Read	ngs	Meter		
	Previous	Present	Multiplier	kWh	kW
4427038	25436	27093	1	1657	adelina artica estra artica esta artica es
		4.248	1	One was distributed to the second street second	50.000



Previous Balance Payment(s) Received		\$680.67 \$-680.67
Adjustments		\$0.00
Late Fee		\$0.00
Balance Forward		\$0.00
		\$110.00
	1,657 kWh @ 0.08494	\$140.75
Billed Demand	50.000 kW @ 8.660	\$433.00
CPA	1,657 kWh @ -0.0155	\$-25.68
Manatee Property Tax		\$16.19
Gross Receipts Tax		\$17.29
Current Charges		\$691.55
<b>Total Amount Due</b>		\$691.55
	Payment(s) Received Adjustments Late Fee Balance Forward  Facilities Use Charge Energy Charge Billed Demand CPA Manatee Property Tax Gross Receipts Tax Current Charges	Payment(s) Received Adjustments Late Fee Balance Forward  Facilities Use Charge Energy Charge

Mapprova elinda Blandon 11/27/18 hork #

Please make check payable to PRECO in U.S. funds and return this portion with your payment



### Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

Main Contact #: (813) 994-3099

Current Balance due 12/06/2018

Member #: 159427

\$691.55

Account: 160096003

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547 



Check here to indicate address or phone # change on back.

### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

### **Check Request**

	——————————————————————————————————————		
Date:	11/15/18		Processor Class and the con-
Amount:	\$630.00		
То:	Peace River Electric Coope	erative	
Address:			
Reason:	Deposit for new fountain a Loop	ecount at 6581 D	evesta
Special Instructions:	Send check to Belinda to o	oen account	
Requested By:	Natasha Dhanpat		Blandon 1816 11/15/18
Manager Appro	oval:	ne entered GL 5	3/00 OC 4301
	/		

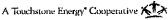


Customer

Trevesta CDD

Name

Address



Date

Customer

11/15/2018

160096

Address	5844 Old Pasco Rd S	Ste 100		Customer 1	60096
City	Wesley Chapel	State FL	ZIP <u>33544</u>	) (	
Qty		Description	<u> </u>	Unit Price	TOTAL
1 1	Meter connect fee Meter deposit fee			\$40.00 \$590.00	\$40.00 \$590.00
	•	6581 Devesta L	оор		
				SubTotal	\$630.00
F C	Payment Details ——  Cash  Check				\$0.00
Č			e	TOTAL	\$630.00
	order must be ma	=			
			)		

We appreciate the opportunity to provide your electric service!

### Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200

Tampa FL 33614

### Invoice

Date	Invoice #
10/4/2018	INV0000035290

### Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the	month of	Term	s	Client Number
	Octob	er	Upon R		00241
Description	. The second	1 1	Qty	Rate	Amount
Assessment Roll (Annual)			1.00	\$5,000.0	0 \$5,000.0
Relinda Blando  OCT 0  51300	10/5/18 2018				
en e	amanan kangga ay ay akan ay an ah a sa da sa		Subfotal		\$5,000.00
			Total		\$5,000.00

Rizzetta & Company, Inc. 3434 Colwell Avenue

3434 Colwell Avenue Suite 200

Tampa FL 33614

### Invoice

Date	Invoice #
11/1/2018	INV0000035974

### Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the month of	Terms	Clie	ent Number
	November	Upon Receipt		241
Description			Rate	Amount
District Management Services Administrative Services Accounting Services Financial & Revenue Collections		1.00 1.00 \$1	1,783.33 \$375.00 1,500.00 \$300.00	\$1,783.33 \$375.00 \$1,500.00 \$300.00
	RECEIVED			
	OCT 2 4 2018			
	ialt not a make	illa a suo, mu.		
	'ate entered	da Blandon Date  OCT 2 5 2018  51300 OC	10/31/18	
		Subtotal		\$3,958.33
		Total		\$3,958.33

### Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

Date	Invoice #
11/1/2018	INV0000003817

### Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the month of	Terms	Client Number	
	November		00241	
Description EMail Hosting Website Hosting Services			ate Amount	0.0
	RECEIVE OCT 2 4 20°			
	Pate net a nizzera a se provaglinda 8 la se entered oct 2 se conde	5 2018 1300 OC 5703		
		Subtotal	\$100.	.00
		Total	\$100.	





Invoice Number:

PI-A00202626

Invoice Date:

09/01/18

Voice: (888) 480-5253 Fax: (888) 358-0088

PROPERTY:

Trevesta CDD

SOLD TO: Trevesta CDD

c/o Rizzetta and Company, Inc. 9530 Marketplace Road, Suite 206

Fort Myers, FL 33912

SEP n 7 2018

CUSTOMER ID	CUSTOMER PO	Paymer	nt Terms
T0132	Midge	Due upo	n receipt
Sales Rep ID	Shipment Method	Ship Date	Due Date
Michael Martin			09/01/18

Qty	Qty Item / Description		Unit Price	Extension
	Lake & Pond Management Services SVR10861 Mosquito/Midge Control Services Lake & Pond Management Services SVR10933 Lake & Pond Management Services			
1		09/01/18 - 09/30/18	825.00	825.00
1		09/01/18 - 09/30/18	995.00	995.00

Date Rec'd Rizzetta & Co., Inc. Divi approval Selinda Blandon Date 9/7/18

Date entered SEP 0 7 2018

Fund Ol GL 53800 OC 460 2 Check#\_

### PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H Little Rock, AR 72202

1,820.00 Subtotal Sales Tax 0.00 1,820.00 Total Invoice Payment Received TOTAL 1,820.00





Voice: (888) 480-LAKE • Fax: (888) 358-0088

Invoice Number: PI-A00203449

Invoice Date: 08/31/18

PROPERTY: Trevesta CDD

SOLD TO:

Trevesta CDD

c/o Rizzetta and Company, Inc. 9530 Marketplace Road, Suite 206

Fort Myers, FL 33912

Customer ID	Customer PO	Paymer	nt Terms
T0132		Due upo	n receipt
Sales Rep ID Jeff Moding	Shipping Method	Ship Date	Due Date 08/31/18

	Item		
Qty	Description	Unit Price	Extension
	Midge Fly Treatment	1.761.00	1,761.00

DECETVE SEP 1 2 2018 BY:

PLEASE REMIT PAYMENT TO:	Subtotal	1,761.00
TELAGE REIVIII TATIVIENTIO.	Sales Tax	0.00
1320 Brookwood Drive, Suite H Little Rock, AR 72202	Total Invoice	1,761.00
	Payment Received	0.00
	TOTAL	1,761.00

### SUN STATE LANDSCAPE MANAGEMENT, INC.

8920 ERIE LANE PARRISH, FL 34219 SEP 0 7 2018

INVOICE

Invoice Number: 21173

Invoice Date: Se

Sep 1, 2018

Page:

1

Voice: Fax: 941-776-2897 941-776-0857

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to:

TREVESTA
MAINTENANCE COMMON AREAS

CustomerID	Customer PO	Paymen	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		10/1/18

Quantity	Item	Description	Unit Price	Amount
	13000000000000000000000000000000000000	Monthly Maintenance:	CEO ALCOHOLOGO DE VICTORIO DE LIBERTO DE CO	W. Line Committee of the Committee of th
1.00	TURF MGMT	Turf Management	2,381.39	2,381.39
1.00	BED MGMT	Bed Management	800.54	800.54
1.00	FERT/PEST	Turf Fertilization & Pest Control	953.25	953.25
1.00	FERT/PEST	Bed Fertilization & Pest Control Quarterly Maintenance:	300.20	300.20
1.00	IRR MGMT	Irrigation Management - quarterly fee \$225.00	75.00	75.00
1.00	FERT/PEST	Palm Inoculations: Medjools (10), Sylvesters (8) \$35 each - quarterly fee \$630.00	210.00	210.00
SEP	0 7 2018	Date Rec'd Rizzetta & Co., Inc  Divi approvaledinds Blander Date  Date entere&EP 0.7.2018  Fund OVI GL53900 OC.  Check #	9/7/18 Ucof	
	-	Subtotal		4,720.38
		Sales Tax		
		Total Invoice Amount		4,720.38
Check/Credit Men	no No:	Payment/Credit Applied		
		TOTAL		4,720.38

### SUN STATE LANDSCAPE MANAGEMENT, INC.

8920 ERIE LANE PARRISH, FL 34219 SEP 0 7 2018

INVOICE

Invoice Number: 21174

Invoice Date: Sep 1, 2018

Page:

1

Voice:

941-776-2897

Fax:

941-776-0857

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to:

TREVESTA 2ND ENTRY

**BUFFALO ROAD TO WALL CORNER** 

CustomerID	Customer PO	Payment Terms	
TREVESTA CDD		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		10/1/18

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	533.10	533.10
1.00	BED MGMT	Bed Management	301.83	301.83
1.00	FERT/PEST	Fertilization & Pest Control - Turf	533.10	533.10
1.00	FERT/PEST	Fertilization & Pest Control - Bed Quarterly Maintenance:	113.19	113.19
1.00	IRR MGMT	Irrigation Management - quarterly fee \$45.00	15.00	15.00
	SEP 0 7 2018	Date Rec'd Rizzetta & Control of the Part of the Control of the Co	don Date 9/7/18 7 2018	
		Subtotal		1,496.22
		Sales Tax		
		Total Invoice Amount		1,496.22
Check/Credit Men	no No:	Payment/Credit Applied		
		TOTAL		1,496.22



Date:

**ELEC1008** 

11/1/2018

1,116.33

### Trevesta Homeowners Association, Inc.

c/o Rizzetta & Company, Inc. 9428 Camden Field Parkway, Riverview, FL 33578 Phone: 813.533.2950

Trevesta CDD	Due Upon Receipt
c/o Rizzetta & Company	
9530 Marketplace Rd, Suite 206	!
Fort Myers, FL 33912	Page 1 of 1

To:

Description			Amount		Balance		
Reimbursement for "Fountain" electric bill paid by HOA		\$	1,116.33	\$	1,116.33		
	ON 22 - MINO OI (MINOS — MA) A MANAGEM OF PARTY AND		NORTH SECOND OF THE SECOND CONTRACTOR	STERES THE STATE OF THE STATE O	. Divinger meestymiseraturana aarabam		
	The second displacement of the second		Charles and the second	TO LUCK STORY PROTESTING WITH	CONSTRUCTOR AND AN INVENTOR PARAMETERS AND ANALYSIS AND AN INVENTOR PARAMETERS AND ANALYSIS AND AN INVESTOR PARAMETERS AND ANALYSIS ANA		
		A Committee of the Comm	HARANA KARANI KARANA MARIANA M		gyppper William and Mich. And make Mr. (Mich. WIII) W Mich. William Wi		
	000	NECKSON PROPERTY OF THE PROPER	Name of Artist Control (1979)				
Jate Nec u Nizzetta & Co., Inc )/M approval Linda Blando Dat	11/20/2018						
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-und_ <u>00+</u> GL <u>531 a)</u> 00	(BU)		olandara e e e e e e e e e e e e e e e e e e	CONCUENTIALE METERS			
`heck#							
	M. I MERTEN E EVANSMANTSELETE FOR 61 AT A TENERALE F		an eraeleen van eerst van ze van de statsk in de statske keer en een een een een een een een een e	A PROPERTY OF STREET			
	na gorgovenovo doba na nisadan and salahinin 183 d	Taille Disseller, o'Lineage Anno 2016		A STANDARD BANKS MANAGA	o and the Australia Principle Line Committee of Australia		

Balance Due:

Please remit check made payable to: Trevesta Homeowners Association, Inc.
5844 Old Pasco Road, Suite 100 Welsey Chapel, FL 33544



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401 T (561) 682 9500 F (561) 682 1050 www.kolter.com

### INVOICE

DATE: INVOICE #

7/18/2018 Apr-18

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578

Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SEP 1 0 2018

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY		DESCRIPTION	UNI	T PRICE	AMOUNT	
	Water Usage					
5.3		Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
2.5		Phase 1B Common Area (per acre)	\$	235.20	\$	588.00
0		Hook-up Fees	\$	500.00	\$	( <b>+</b> )
				TOTAL	\$	1,834.5

Make all checks payable to **Trevesta Irrigation LLC**If you have any questions concerning this invoice, contact 561-682-9500 X 262

Date Rec'd I	Rizzetta 8	Co., I 1c	
Diivi approva	Bolinda &	Blandon	0/4 4/4 0
Date entered	OLP	0 2018	
Fund ay	_GI53	200_OC.	4309
Check#	The same of the sa		



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401 T (561) 682 9500 F (561) 682 1050 www.kolter.com INVOICE

DATE: INVOICE # 7/18/2018 Jun-18

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578 Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SEP 1 0 2018

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY	DESCRIPTION	UN	T PRICE	I	MOUNT
	Water Usage				
5.3	Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
2.5	Phase 1B Common Area (per acre)	\$	235.20	\$	588.00
0	Hook-up Fees	\$	500.00	\$	3.4
			TOTAL	\$	1,834.56

Make all checks payable to **Trevesta Irrigation LLC**If you have any questions concerning this invoice, contact 561-682-9500 X 262

Date Rec'd Riz	linda B	lando	n Date	9/14/18
D/ivi approval Date entered	SEP	10	2018	
Fund 20/	GI 5	360	200	430
Check#	CIL O	A TO A SERVICE		



701 S. Olive Ave. Suite 104 West Polm Beach, FL 33401 T (561) 682 9500 F (561) 682 1050 www.kolter.com

### INVOICE

DATE: INVOICE#

7/18/2018 May-18

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578 Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SEP 1 0 2018

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY	DESCRIPTION	UN	IT PRICE	,	AMOUNT
	Water Usage				
5.3	Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
2.5	Phase 1B Common Area (per acre)	\$	235.20	\$	588.00
0	Hook-up Fees	\$	500.00	\$	N <del>=</del> 1
		•			
			TOTAL	\$	1,834.56

Make all checks payable to **Trevesta Irrigation LLC**If you have any questions concerning this invoice, contact 561-682-9500 X 262

Date Rec'd Rizze	etta & Co., I.ic
D/M approval	inda Blandon Date 9/14/18
Date entered	T21.13 1/200
Fund 00/	53600 OC 4309
Check#	



701 S. Olive Ave. Suite 104 West Polm Beach, FL 33401

T (561) 682 9500 F (561) 682 1050 www.kolter.com

INVOICE

207

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578 **DATE:** 8/16/2018 **INVOICE #** Aug-18

Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SALESPERSON	P.O. NUMBER				
SALEOI ENSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
				24	30 days of receip

QUANTITY		DESCRIPTION	UN	IT PRICE	AMOUNT
5.3 4.7 0	Phas	se 1A Common Area (per acre) se 1B Common Area (per acre) k-up Fees	\$ \$ \$	235.20 235.20 500.00	\$ 1,246.5 1,105.4
				TOTAL	\$ 2,352.0

Make all checks payable to **Trevesta Irrigation LLC**If you have any questions concerning this invoice, contact 561-682-9500 X 207

AUG 1 7 2018

Date Rec'd R				
D/M approval	Belinda B	lando	n_Date	8/24/18
D/M approval Date entered	AUG	17	2018	
Date entered	-	7/	7	4200
Fund 00	$_{GL}$	261	TOC-	1309
Check#	****			

# Tab 4



## Trevesta Community Development District

Supplemental Special Assessment Allocation Report

Special Assessment Bonds, Series 2018 (Assessment Area One – Phase 2 Project)

December 4, 2018

12750 Citrus Park Lane Suite 115 Tampa, FL 33625 rizzetta.com

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EXB "A"	ALLOCATION METHODOLOGY	8
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#### I. INTRODUCTION

This Supplemental Special Assessment Allocation Report is being presented in anticipation of an issuance of bonds to finance a capital infrastructure project by the Trevesta Community Development District ("District"), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2018 (Assessment Area One – Phase 2 Project) (the "Series 2018 Bonds"), and has retained Rizzetta & Company, Inc. to prepare a methodology to allocate the special assessments expected to be levied by the District in connection with the transaction. This report will detail the financing and assessment allocation of the Series 2018 Bonds issued to fund the District's Series 2018 Project.

#### II. DEFINED TERMS

- "Assessment Area One" (AA1) An assessment area within the District, consisting of approximately 247.5 acres.
- "Assessment Area One Project" A portion of the District's total CIP necessary for the development of Assessment Area One.
- "Assessment Area Two" (AA2) An assessment area within the District, consisting of approximately 163.9 acres.
- "Capital Improvement Plan" (or "CIP") Construction and/or acquisition of public infrastructure planned for the District. The cost for the Capital Improvement Program is estimated to be \$22,900,000, as specified in the Report of District Engineer dated August 2, 2018 and will consist of two separate projects (with separate projects therein) that coincide with the District's two Assessment Areas.
- "District" Trevesta Community Development District.
- "End User" The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.
- **"Equivalent Assessment Unit"** ("**EAU**") Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's CIP on a particular land use, relative to other land uses.
- "Indentures" Collectively, the Master Trust Indenture dated as of March 1, 2016 and the Third Supplemental Trust Indenture dated as of December 1, 2018 between the District and Regions Bank, as trustee.
- "Landowner" VK Trevesta LLC, a Delaware limited liability company, as the sole owner of the land in Assessment Area One that is subject to the Series 2018 Assessments.



- "Master Report" The Amended Master Special Assessment Allocation Report Assessment Area One, as amended, dated August 2, 2018.
- **"Phase 1**" The first phase in Assessment Area One upon which the Series 2016 Assessments have been levied and imposed against 296 residential units.
- **"Phase 2"** The second phase in Assessment Area One upon which the Series 2018 Assessments will be levied and imposed. Phase 2 is expected to include 258 residential units.
- "Platted Units" Lands configured into their intended end-use and subject to a recorded plat.
- "Series 2016 Bonds" Together, the \$4,925,000 Special Assessment Bonds, Series 2016A-1 ("Series 2016A-1 Bonds") and the \$3,350,000 Special Assessment Bonds, Series 2018A-2 ("Series 2016A-2 Bonds").
- "Series 2018 Assessments" Special assessments levied to secure repayment of the District's Series 2018 Bonds.
- "Series 2018 Bonds" \$4,045,000 Special Assessment Bonds, Series 2018 (Assessment Area One Phase 2 Project).
- "Series 2018 Project" A portion of the CIP allocable to the development of Phase 2 of Assessment Area One, expected to be partially funded with the proceeds of the Series 2018 Bonds.
- "Unplatted Parcels" Undeveloped lands or parcels not yet subject to a recorded plat or in their final end-use configuration.

### **III. DISTRICT INFORMATION**

The District was established pursuant to Manatee County Ordinance #15-20, which became effective May 6, 2015.

On September 11, 2018, the District approved the Master Report, which specifies the allocation methodology to be used for the District's bond assessments. This report will follow the methodology described in the Master Report for purposes of allocating the Series 2018 Assessments securing the Series 2018 Bonds.

The District currently encompasses approximately 411.5 total acres, and is broken up into two separate Assessment Areas. This report is specific to Phase 2 of Assessment Area One which is currently planned for 258 residential units which are expected to be subject to the Series 2018 Assessments. Table 1 illustrates the planned unit mix for Phase 2 of Assessment Area One.

The District previously issued its Series 2016A-1 Bonds, which are secured by the



pledge of revenues from special assessments that are expected to be ultimately levied on 296 platted units in Phase 1 of Assessment Area One of the District. To date, 294 lots have been fully platted and assigned Series 2016A-1 Assessments in Phase 1, with the remaining assessments – i.e. assessments equivalent to two lots - being levied over a certain unplatted parcel, Tract F-1 (located in Village D), as identified on the plate entitled Trevesta – Phase 1A, recorded in Plat Book 60, Pages 166 et seq., in the Public Records of Manatee County Florida. More specifically, Tract F-1 is expected to be re-platted and developed as two 60' residential lots, bringing the total to 296 units in Phase 1. If Tract F-1 is not developed in that manner, the developer will owe a true-up in the amount of any shortfall.

The District also previously issued its Series 2016A-2 Bonds which are secured by the pledge of revenues from special assessments which have been fully assigned to the first 234 platted units, also in Assessment Area One of the District.

### IV. SERIES 2018 PROJECT

As noted in the Engineer's Report, a portion of the Assessment Area One Project is complete. In particular, the Assessment Area One Project has been partially funded with proceeds of the Series 2016 Bonds in the amount of \$7,433,543.79, and the Landowner has additionally provided funds to the District in order to pay another \$1,165,088.62 ("Developer Contribution") toward the Assessment Area One Project. The remaining portion of Phase 2 of the Assessment Area One Project is estimated to cost \$8,008,000.00.

The Series 2018 Bonds will fund the repayment of a portion of the Developer Contribution, and additionally will fund a portion of the balance of the remaining Assessment Area One Project (i.e., the "Series 2018 Project"). The balance of the Assessment Area One Project, not funded with the proceeds of the Series 2016 Bonds and the Series 2018 Bonds will be funded by the Landowner pursuant to a Completion Agreement or may also be funded from future bonds. For more detailed information on the Assessment Area One Project and the Series 2018 Project see Table 2, as well as the Supplemental Engineer's Report dated August 2, 2018.

#### V. SERIES 2018 BONDS AND ASSESSMENTS

In order to provide for a portion of the funding necessary for the Series 2018 Project, as described in Section IV above, the District plans to issue Series 2018 Bonds which will be secured by Series 2018 Assessments, levied on certain Unplatted Parcels, as more particularly described on the Series 2018 Assessment Roll on page A-7.

The Series 2018 Assessments will initially be levied in the estimated principal amount of \$4,045,000 and shall be structured in the same manner as the Series 2018 Bonds, so that revenues from the Series 2018 Assessments are sufficient to fulfill the debt service requirements for the Series 2018 Bonds.

<sup>1</sup> Note that, as required by Resolution 2017-06, a portion of the Developer Contribution, in the amount of \$425,902.57, is not reimbursable to the Developer but instead is required to "buy down" the Series 2016 Assessments. As noted herein, there are additional contributions required for the Series 2018 Assessments.



The Series 2018 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in thirty (30) yearly installments of principal and interest (excluding the capitalized interest period). Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on November 1, 2049. The first scheduled payment of coupon interest will be due on May 1, 2019, although interest will be capitalized through November 1, 2019. The annual principal payment will be due each November 1 thereafter until final maturity, with the maximum annual debt service (MADS) estimated to be \$274,131.26. The general financing terms of the Series 2018 Bonds are summarized on Table 3.

The Series 2018 Bonds will be secured by the pledged revenues from the Series 2018 Assessments which will be ultimately levied and imposed on the various benefiting land uses in Phase 2 of Assessment Area One, expected to be 258 units, but will initially be levied over the land within Phase 2 of Assessment Area One and ultimately allocated on a first-platted, first-assessed basis.

It is expected that the Series 2018 Assessment installments assigned to Platted Units not owned by the Landowner will be collected via the Manatee County property tax bill process (Uniform Method) <sup>2</sup>. Accordingly, the Series 2018 Assessments have been adjusted to allow for current County collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 7.0%, but this may fluctuate as provided by law.

### VI. ASSESSMENT ALLOCATION - SERIES 2018 ASSESSMENTS

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's Assessment Area One Project. As stated therein, the Assessment Area One Project cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology.

Per Section IV above, the Series 2018 Bonds will fund a portion of the District's Series 2018 Project, which is expected to be constructed in a manner generally proportionate to the construction of improvements for the Assessment Area One Project. Accordingly, it is expected that the improvements funded by the Series 2018 Bonds will confer benefit on the District's developable parcels within Phase 2 of Assessment Area One in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. The benefit conferred by the Series 2018 Bonds equals or exceeds the amount of the Series 2018 Assessments. Therefore, it is proper to impose Series 2018 Assessments on the units specified in Table 5, as well as the District's Series 2018 Assessment Roll.

<sup>2</sup> The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indenture, Florida law, assessment resolutions, and/or other applicable agreements.



### A. Assessment Allocation

The Series 2018 Assessments are expected to ultimately be allocated to the units shown on Table 5 using target annual assessments provided by the Landowner. As allocated, the Series 2018 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report and are fairly and reasonably allocated across all benefitted properties. The District will recognize in-kind contributions of infrastructure by the Landowner in the estimated amount of \$677,678.64 as an assessment credit to the product types specified in Table 6, in order to reach target assessment levels. See Table 6 for the contribution calculation.

The Series 2018 Assessment Roll is located on page A-6.

### **B.** Assignment of Assessments

The Series 2018 Bonds and Series 2018 Assessments have been sized based on the expectation that the Series 2018 Assessments will be fully absorbed by the 258 planned Platted Units shown on Table 5. However, the proposed Series 2018 Assessments securing the Series 2018 Bonds will be levied over all of the Phase 2 land within Assessment Area One and will ultimately be assigned on a first-platted first-assessed basis.

Certain Series 2018 Assessments will immediately attach to existing platted lots, as shown in the Assessment Roll on Page A-6. However, since the majority of lands subject to the Series 2018 Assessments currently consist of Unplatted Parcels, the balance of the Series 2018 Assessments will be initially levied on these Unplatted Parcels on an equal assessment per-acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Series 2018 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5, thereby reducing the Series 2018 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2018 Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per-acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Landowner, Series 2018 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Landowner to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units that are ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).



In the event developable lands that derive benefit from the Assessment Area One Project are added to the District's Assessment Area One boundaries, whether by boundary amendment or increase in density, Series 2018 Assessments will be allocated to such lands upon development, pursuant to the methodology described herein.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construct to relieve any party of contractual or other obligations to the District.

### VII. PREPAYMENT AND TRUE-UP OF SERIES 2018 ASSESSMENTS

The Series 2018 Assessments encumbering a Platted Unit may be prepaid in full at anytime, without penalty, together with interest at the rate on the Series 2018 Bonds to the Interest Payment Date (as defined in the Indenture) that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the Platted Unit being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2018 Assessment program is predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 5, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. The District's Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat that includes the lesser of (i) at least 50% of the acres within the District, or (ii) at least 50% of the planned units for the District. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2018 Assessments to the product types being platted and the remaining property in accordance with this Assessment Report and cause the Assessments to be recorded in the District's Improvement Lien Book. Once the Series 2018 Assessments are fully absorbed by platted units, any remaining platted units and/or lands may be subject to future debt assessments, or the Assessments may be reallocated. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2018 Assessments able to be assigned to the planned units described in this report, as determined by comparing the debt per acre amounts on the remaining unplatted lands before and after presentation of the Proposed Plat, then the District shall, require the Landowner of the lands encompassed



by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2018 Assessments resulting from the reduction of planned units and which True-Up Payment shall become due and payable prior to the District's approval of the plat, in addition to the regular assessment installment payable for lands owned by the Landowner for that tax year. A change in development may also result in the need for an additional contribution of infrastructure, in order to maintain target assessment levels (if applicable).

Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties within Phase 2 of Assessment Area One or otherwise take such action as permitted by law to address the reconfiguration.

#### VIII. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, including the District Engineer, District Underwriter and the Landowner. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the Trevesta Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Trevesta Community Development District with financial advisory services or offer investment advice in any form.



**EXHIBIT A:** 

**ALLOCATION METHODOLOGY** 



TABLE 1: CURRENT SERIES 2018 DEVELOPMENT PLAN						
	VILL	AGE				
A-1B	B-2B	B-2C	E	TOTAL		
0	0	0	50	50	Units	
35	22	2	0	59	Units	
27	31	2	10	70	Units	
0	27	3	0	30	Units	
0	12	0	37	49	Units	
62	92	7	97	258	_	
	A-1B 0 35 27 0 0	VILL.  A-1B B-2B  0 0  35 22  27 31  0 27  0 12	VILLAGE           A-1B         B-2B         B-2C           0         0         0           35         22         2           27         31         2           0         27         3           0         12         0	VILLAGE           A-1B         B-2B         B-2C         E           0         0         0         50           35         22         2         0           27         31         2         10           0         27         3         0           0         12         0         37	VILLAGE           A-1B         B-2B         B-2C         E         TOTAL           0         0         0         50         50           35         22         2         0         59           27         31         2         10         70           0         27         3         0         30           0         12         0         37         49	

TABLE 2: TOTAL SERIES 2018 PROJECT COST DETAIL	-
DESCRIPTION	TOTAL ESTIMATED COST
Roadways (Outside of Gates)	\$983,000.00
Shared Roadways (Outside of Gates)	\$175,000.00
Stormwater Management	\$3,000,000.00
Utilities (Water, Sewer)	\$1,800,000.00
Shared Utilities (Water, Sewer)	\$100,000.00
Offsite Improvements	\$225,000.00
Landscaping/Lighting	\$600,000.00
Professional Services	\$375,000.00
Shared Professional Services	\$20,000.00
Contingency	\$700,000.00
Shared Contingency	\$30,000.00
Total Series 2018 Project Costs	\$8,008,000.00
Series 2018 Project Costs Funded by Series 2018 Bonds	\$3,401,577.38
Landowner in-kind contribution of infrastructure to achieve target assessment levels	\$677,678.64 (1)
Remaining Series 2018 Project costs funded by the Landowner	\$3,928,743.98
	\$8,008,000.00
NOTE: Infrastructure cost estimates provided by District Engineer.	
(1) See Table 6 for calculation.	



TADIE 2. CINIANCING	INICODMATION	SERIES 2018 BONDS
I ADLE 3. FINANCING	INCURINATION -	GERIES ZUIS BUNDS

Issue Date December 19, 2018
Final Maturity November 1, 2049
Average Coupon Rate 5.298%
Maximum Annual Debt Service (MADS) \$274,131.26

SOURCES:

PAR AMOUNT \$4,045,000.00

USES:

 Project Fund
 (\$3,401,577.38)

 Capitalized Interest (through 11/1/2019)
 (\$181,924.17)

 DSRF (75% MADS)
 (\$205,598.45)

 Underwriter's Discount (2%)
 (\$80,900.00)

 Cost of Issuance
 (\$175,000.00)

 Total Uses
 (\$4,045,000.00)

Source: District Underwriter.

### TABLE 4: FINANCING INFORMATION - SERIES 2018 ASSESSMENTS (1)

Average Coupon Rate 5.298% First Installment FY 2019/2020 Final Installment FY 2048/2049

#### Aggregate Initial Principal Amount \$4,045,000.00

 Aggregate Annual Installment
 \$274,300.00 (2)

 Estimated Collection Costs
 3.00%
 \$8,483.51 (3)

 Estimated Early Payment Discount
 4.00%
 \$11,782.65 (3)

 Total Annual Installment
 \$294,566.15

- (1) Ultimate collection schedule at the District's discretion.
- (2) Based on target annual installments.
- (3) May vary as provided by law.



TABLE 5: ASSESSMENT ALLOCATION - SERIES 2018 ASSESSMENTS (1)

PRODUCT	_ <b>UNITS</b> (2)	PRODUCT TOTAL PRINCIPAL (3)	PER UNIT TOTAL PRINCIPAL	PRODUCT ANNUAL INSTLMT. (3)(4)	PER UNIT ANNUAL INSTLMT. (4)
Villa	50	\$737,331.39	\$14,746.63	\$53,694.16	\$1,073.88
Single Family 40'	59	\$783,045.94	\$13,271.97	\$57,023.20	\$966.49
Single Family 50'	60	\$884,797.67	\$14,746.63	\$64,432.99	\$1,073.88
Single Family 50' (E)	10	\$176,959.53	\$17,695.95	\$12,886.60	\$1,288.66
Single Family 60' (B-2B)	27	\$398,158.95	\$14,746.63	\$28,994.85	\$1,073.88
Single Family 60' (B-2C)	3	\$53,087.86	\$17,695.95	\$3,865.98	\$1,288.66
Single Family 60' (gated)	49	\$1,011,618.67	\$20,645.28	\$73,668.38	\$1,503.44
	258	\$4,045,000.00		\$294,566.15	

- (1) Allocation of Series 2018 Assessments based on target assessment levels. There will be a recognized in-kind contribution of infrastructure by the Landowner as an assessment credit to certain unit types in order to reach target assessment levels. See Table 6 for the contribution calculation.
- (2) With the Series 2016 Assessments having been fully assigned to 296 units, the Series 2018 Assessments will be allocated next on a first-platted first-assessed basis, and are expected to be absorbed by the 258 platted units shown here.
- (3) Product total shown for illustrative purposes only and are not fixed per product type.
- (4) Includes estimated Manatee County collection costs/payment discounts, which may fluctuate.



TABLE 6: CONTRIBUTION CALCULATION(1)							
PRODUCT	UNITS	EAU	TOTAL COSTS FUNDED	FUNDED COSTS PER UNIT (3)	COSTS PER UNIT BY EAU	CONTRIBUTION PER UNIT	TOTAL CONTRIBUTION (4)
Villa	50	0.76	\$620,046.92	\$12,400.94	\$12,400.94	\$0.00	\$0.00
Single Family 40'	59	0.80	\$658,489.82	\$11,160.84	\$13,053.62	\$1,892.77	\$111,673.71
Single Family 50'	60	1.00	\$744,056.30	\$12,400.94	\$16,317.02	\$3,916.09	\$234,965.15
Single Family 50' (E)	10	1.00	\$148,811.26	\$14,881.13	\$16,317.02	\$1,435.90	\$14,358.98
Single Family 60' (B-2B)	27	1.20	\$334,825.33	\$12,400.94	\$19,580.43	\$7,179.49	\$193,846.25
Single Family 60' (B-2C)	3	1.20	\$44,643.38	\$14,881.13	\$19,580.43	\$4,699.30	\$14,097.91
Single Family 60' (gated)	49	1.20	\$850,704.37	\$17,361.31	\$19,580.43	\$2,219.12	\$108,736.65
, ,	258	_	\$3,401,577.38				\$677,678.64

- (1) All numbers are based on construction cost and thus are net of financing costs.
- (2) Total Series 2018 Project costs to be funded with Series 2018 Bonds. See Table 2.
- (3) Per unit costs funded with Series 2018 Bonds.
- (4) Total contribution of infrastructure due to the difference between the target and EAU allocation. See Table 2 for the application of the contribution.



TREVESTA COMMUNITY DEVELOPMENT DISTRICT SERIES 2018 ASSESSMENT ROLL					
Folio Series 2018 Principal Series 2018 Annual (1)					
**See legal description	\$4,045,000.00	\$294,566.15			

(1) Includes estimated Manatee County collection costs/payment discounts, which may fluctuate.



### Lands subject to 2018 Debt Assessments (within Revised Assessment Area One)

**DESCRIPTION**: ALL OF TREVESTA – PHASE IA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 166 THROUGH 196 ALONG WITH ALL OF TREVESTA – PHASE IIA, ACCORDING TO PLAT BOOK 62, PAGES 134 THROUGH 139, TOGETHER WITH A PART OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 192-A, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TREVESTA - PHASE IA, RUN THENCE S.01°54'13"W., A DISTANCE OF 122.23 FEET; THENCE S.22°24'32"W., A DISTANCE OF 397.53 FEET; THENCE EASTERLY, 17.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 02°06'49" (CHORD BEARING S.68°38'53"E., 17.52 FEET); THENCE S.20°17'43"W., A DISTANCE OF 170.00 FEET; THENCE EASTERLY, 21.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 01°56'39" (CHORD BEARING S.70°40'37"E., 21.89 FEET); THENCE S.31°20'33"W., A DISTANCE OF 55.88 FEET; THENCE SOUTHWESTERLY, 311.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1855.00 FEET AND A CENTRAL ANGLE OF 09°37'41" (CHORD BEARING S.26°31'42"W., 311.35 FEET); THENCE SOUTHWESTERLY, 583.74 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 29°12'37" (CHORD BEARING S.36°19'10"W., 577.44 FEET); THENCE S.50°55'29"W., A DISTANCE OF 150.78 FEET; THENCE N.26°34'27"W., A DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY, 115.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 10°16'48" (CHORD BEARING N.31°42'50"W., 115.57 FEET); THENCE N.39°04'31"W., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 263.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 23°22'14" (CHORD BEARING N.52°58'55"W., 261.27 FEET); THENCE NORTHWESTERLY, 101.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 15°58'50" (CHORD BEARING N.56°40'36"W., 101.47 FEET); THENCE NORTHWESTERLY, 86.32 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 19°23'41" (CHORD BEARING N.38°59'21"W., 85.91 FEET); THENCE S.60°42'30"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHEASTERLY, 33.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°04'02" (CHORD BEARING S.31°49'31"E., 33.15 FEET); THENCE S.55°38'28"W., A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY, 27.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 02°52'42" (CHORD BEARING S.35°47'53"E., 27.38 FEET); THENCE SOUTHWESTERLY, 52.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 11°49'26" (CHORD BEARING S.55°52'05"W., 52.53 FEET); THENCE N.40°02'38"W., A DISTANCE OF 120.00 FEET; THENCE

SOUTHWESTERLY. 5.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 00°49'14" (CHORD BEARING S.49°32'45"W., 5.37 FEET); THENCE N.40°51'52"W., A DISTANCE OF 166.78 FEET; THENCE S.89°46'03"E., A DISTANCE OF 54.64 FEET; THENCE N.68°20'40"E., A DISTANCE OF 26.32 FEET; THENCE S.84°15'46"E., A DISTANCE OF 46.31 FEET; THENCE N.65°14'08"E., A DISTANCE OF 54.99 FEET; THENCE S.80°21'31"E., A DISTANCE OF 31.14 FEET; THENCE N.15°23'04"E., A DISTANCE OF 65.54 FEET; THENCE N.06°44'45"E., A DISTANCE OF 51.10 FEET; THENCE N.58°57'04"W., A DISTANCE OF 37.46 FEET; THENCE N.32°04'05"E., A DISTANCE OF 31.00 FEET; THENCE N.04°40'41"W., A DISTANCE OF 63.68 FEET; THENCE N.09°21'22"E., A DISTANCE OF 26.32 FEET; THENCE N.16°49'11"E., A DISTANCE OF 51.46 FEET; THENCE N.04°31'03"W., A DISTANCE OF 97.21 FEET; THENCE NORTHWESTERLY, 36.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14" (CHORD BEARING N.46°19'40"W., 33.33 FEET); THENCE N.01°51'43"E., A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°55'33" (CHORD BEARING N.88°53'56"E., 38.77 FEET); THENCE N.04°03'50"W., A DISTANCE OF 639.36 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°18'28"W., A DISTANCE OF 148.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33, S.89°21'04"W., A DISTANCE OF 173.11 FEET; THENCE N.44°53'59"W., A DISTANCE OF 26.03 FEET; THENCE NORTHWESTERLY, 9.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°18'05" (CHORD BEARING N.54°03'02"W., 9.54 FEET); THENCE N.63°12'04"W., A DISTANCE OF 16.41 FEET; THENCE WESTERLY, 10.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°46'00" (CHORD BEARING N.73°35'04"W., 10.81 FEET); THENCE N.83°58'04"W., A DISTANCE OF 64.46 FEET; THENCE WESTERLY, 9.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°54'29" (CHORD BEARING S.86°34'41"W., 9.86 FEET); THENCE S.77°07'26"W., A DISTANCE OF 58.03 FEET; THENCE N.87°11'47"W., A DISTANCE OF 46.05 FEET; THENCE WESTERLY, 2.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 04°57'51" (CHORD BEARING N.89°40'42"W., 2.60 FEET);THENCE S.87°50'22"W., A DISTANCE OF 52.93 FEET; THENCE WESTERLY, 11.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°15'51" (CHORD BEARING S.77°12'27"W., 11.07 FEET); THENCE S.66°34'31"W., A DISTANCE OF 50.77 FEET; THENCE SOUTHWESTERLY, 15.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 29°20'00" (CHORD BEARING S.51°54'31"W., 15.19 FEET) TO A POINT ON AFORESAID NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°21'04"W., A DISTANCE OF 419.85 FEET; THENCE N.60°17'11"W., A DISTANCE OF 40.97 FEET; THENCE WESTERLY, 17.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°56'42" (CHORD BEARING N.77°15'32"W., 17.51 FEET); THENCE S.85°46'07"W., A DISTANCE OF 22.06 FEET; THENCE N.83°49'47"W., A DISTANCE OF 80.11 FEET; THENCE N.74°50'30"W., A DISTANCE OF 59.77 FEET; THENCE WESTERLY, 7.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 14°47'26" (CHORD BEARING N.82°14'13"W., 7.72 FEET);

THENCE N.89°37'55"W., A DISTANCE OF 83.69 FEET; THENCE WESTERLY, 7.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 13°25'54" (CHORD BEARING S.83°39'08"W., 7.02 FEET); THENCE S.76°56'11"W., A DISTANCE OF 25.89 FEET; THENCE N.62°17'36"W., A DISTANCE OF 61.12 FEET; THENCE NORTHWESTERLY, 21.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 41°16'57" (CHORD BEARING N.41°39'07"W., 21.15 FEET); THENCE N.21°00'39"W., A DISTANCE OF 10.55 FEET; THENCE N.79°46'03"W., A DISTANCE OF 14.42 FEET; THENCE NORTHWESTERLY, 38.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 72°38'09" (CHORD BEARING N.43°26'59"W., 35.54 FEET); THENCE N.07°07'54"W., A DISTANCE OF 34.50 FEET; THENCE N.26°16'27"W., A DISTANCE OF 27.86 FEET; THENCE N.27°00'30"W., A DISTANCE OF 30.88 FEET; THENCE N.56°14'44"W., A DISTANCE OF 24.07 FEET; THENCE NORTHWESTERLY, 17.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°54'07" (CHORD BEARING N.39°17'41"W., 17.49 FEET); THENCE N.22°20'37"W., A DISTANCE OF 12.13 FEET; THENCE N.72°59'30"W., A DISTANCE OF 7.44 FEET; THENCE NORTHWESTERLY, 20.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 38°25'35" (CHORD BEARING N.53°46'43"W., 19.75 FEET); THENCE N.34°33'55"W., A DISTANCE OF 17.14 FEET; THENCE S.84°19'55"W., A DISTANCE OF 149.07 FEET; THENCE NORTHERLY, 62.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3940.00 FEET AND A CENTRAL ANGLE OF 00°54'08" (CHORD BEARING N.05°13'02"W., 62.04 FEET); THENCE NORTHERLY, 390.63 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4060.00 FEET AND A CENTRAL ANGLE OF 05°30'45" (CHORD BEARING N.07°31'20"W., 390.48 FEET); THENCE N.10°16'43"W., A DISTANCE OF 828.32 FEET; THENCE S.79°43'17"W., A DISTANCE OF 170.00 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY FOR INTERSTATE 75, ALSO KNOWN AS STATE ROAD 93, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.10°16'43"W., A DISTANCE OF 343.50 FEET; 2) NORTHERLY, 399.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5587.58 FEET AND A CENTRAL ANGLE OF 04°05'49" (CHORD BEARING N.08°13'49"W., 399.44 FEET); THENCE N.89°39'02"E., A DISTANCE OF 270.32 FEET; THENCE S.49°36'48"E., A DISTANCE OF 75.30 FEET; THENCE NORTHEASTERLY, 194.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 14°39'34" (CHORD BEARING N.47°42'59"E., 193.92 FEET); THENCE N.55°02'47"E., A DISTANCE OF 42.46 FEET; THENCE NORTHEASTERLY, 618.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 55°23'45" (CHORD BEARING N.27°20'54"E., 594.96 FEET); THENCE N.00°20'58"W., A DISTANCE OF 309.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.80°20'47"E., A DISTANCE OF 5.59 FEET; 2) N.00°59'46"W., A DISTANCE OF 20.66 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, ACCORDING TO ROAD PLAT BOOK 2, PAGE 3, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, N.89°39'02"E., A DISTANCE OF 149.72 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED

RIGHT-OF-WAY, SOUTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°39'02"W., 49.50 FEET); THENCE S.00°20'58"E., A DISTANCE OF 296.38 FEET; THENCE SOUTHERLY, 296.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 22°19'09" (CHORD BEARING S.10°48'36"W., 294.18 FEET); THENCE N.89°39'02"E., A DISTANCE OF 278.12 FEET; THENCE S.00°20'58"E., A DISTANCE OF 127.00 FEET; THENCE N.89°39'02"E., A DISTANCE OF 378.14 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TREVESTA – PHASE IA, THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TREVESTA - PHASE IA, THE FOLLOWING FOURTEEN (14) COURSES: 1) EASTERLY, 46.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°55'02" (CHORD BEARING S.87°53'27"E., 46.76 FEET); 2) N.00°20'58"W., A DISTANCE OF 144.01 FEET; 3) N.89°39'02"E., A DISTANCE OF 291.24 FEET; 4) NORTHERLY, 183.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1042.00 FEET AND A CENTRAL ANGLE OF 10°05'03" (CHORD BEARING N.05°23'29"W., 183.16 FEET); 5) N.00°20'58"W., A DISTANCE OF 387.55 FEET; 6) NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.45°20'58"W., 49.50 FEET); 7) N.89°39'02"E., A DISTANCE OF 880.69 FEET; 8) S.00°26'33"W., A DISTANCE OF 242.02 FEET; 9) N.89°39'02"E., A DISTANCE OF 180.02 FEET; 10) S.00°26'33"W., A DISTANCE OF 357.22 FEET; 11) N.88°20'49"E., A DISTANCE OF 697.50 FEET; 12) S.01°55'34"W., A DISTANCE OF 1302.26 FEET; 13) N.88°48'08"E., A DISTANCE OF 330.08 FEET; 14) S.01°54'13"W., A DISTANCE OF 1305.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 247.477 ACRES, MORE OR LESS.

<u>LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK 64, PAGE 18, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA.

### Tab 5

### **RESOLUTION 2019-03**

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2018; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE 2018 BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE 2018 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Trevesta Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

**WHEREAS**, on September 11, 2018, the District's Board of Supervisors ("Board") adopted, after notice and public hearing, Resolution 2018-12, relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of special assessment bonds, including the 2018 Bonds (defined herein); and

**WHEREAS**, on December 4, 2018, and in order to finance all or a portion of what is known as the "2018 Project," the District entered into that certain *Bond Purchase Contract* with FMSbonds, Inc., whereby the District agreed to sell its Special Assessment Bonds, Series 2018 ("2018 Bonds") in the par amount of \$4,045,000; and

**WHEREAS**, pursuant to and consistent with Resolution 2018-12, the District desires to set forth the particular terms of the sale of the 2018 Bonds and confirm the lien for special assessments securing the 2018 Bonds.

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

- 1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.
- 2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2018-12.
- 3. ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:
  - a. On September 11, 2018, the District, after due notice and public hearing, adopted Resolution 2018-12 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds is issued to fund all or

- any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds.
- b. The Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018, and as attached to this Resolution as Exhibit A (together, "Engineer's Report"), identifies and describes, among other things, the presently expected components of the 2018 Project. The Engineer's Report sets forth the estimated costs of the 2018 Project. The District hereby confirms that the 2018 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the 2018 Bonds.
- c. The Amended Master Special Assessment Allocation Report Assessment Area One, dated May 18, 2015, as amended August 2, 2018, and as supplemented by the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018, and attached to this Resolution as Exhibit B (together, "Assessment Report"), applies to the 2018 Project, the 2018 Bonds and the Assessments (as defined herein). The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2018 Bonds.
- d. Generally speaking, and subject to the terms of Exhibit A and Exhibit B, the 2018 Project benefits all developable property within what is known as "Assessment Area One," and is specifically allocated to what is known as "Assessment Area One Phase 2," as further described in Exhibit C attached hereto ("Assessment Area"). Moreover, the benefits from the 2018 Project funded by the 2018 Bonds equal or exceed the amount of the special assessments ("Assessments") securing the 2018 Bonds, as described in Exhibit B, and such Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the 2018 Project to be financed with the 2018 Bonds to the specially benefited properties within the Assessment Area as set forth in Resolution 2018-12 and this Resolution.
- 4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2018 BONDS.** As provided in Resolution 2018-12, this Resolution is intended to set forth the terms of the 2018 Bonds and the final amount of the lien of the Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the 2018 Bonds, (ii) the estimated sources and uses of funds of the 2018 Bonds, and (iii) the debt service due on the 2018 Bonds. The lien of the Assessments shall be the principal amount due on the 2018 Bonds, together with interest and collection costs.

### 5. ALLOCATION AND COLLECTION OF THE ASSESSMENTS.

- a. The Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the 2018 Bonds.
- b. Section 8 of Resolution 2018-12 sets forth the terms for collection and enforcement of the Assessments. The District hereby certifies the Assessments for collection to ensure

payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect the Assessments on benefitted property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessments and present same to the Board as required by law.

- 6. **IMPACT FEE CREDITS.** Section 6.b. of Resolution 2018-12 applies to any impact fee credits that may arise from the 2018 Project.
- 7. **PREPAYMENT OF ASSESSMENTS.** Section 8.b. of Resolution 2018-12 addresses prepayments for the Assessments.
- 8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Resolution 2018-12, together with the Assessment Report, shall govern true-up as it relates to the Assessments and 2018 Bonds.
- 9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.
- 10. **CONFLICTS**. This Resolution is intended to supplement Resolution 2018-12, which remains in full force and effect and is applicable to the 2018 Bonds except as modified herein. This Resolution and Resolution 2018-12 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- 11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
  - 12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

### $\mbox{\bf APPROVED}$ and $\mbox{\bf ADOPTED}$ this $17^{th}$ day of December, 2018.

ATTEST:	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairperson
Exhibit A:	Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018
Exhibit B:	Amended Master Special Assessment Allocation Report – Assessment Area One, dated May 18, 2015, as amended August 2, 2018, and as supplemented by the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018
Exhibit C:	Legal Description of Assessment Area One – Phase 2
Comp. Exhibit D:	Maturities and Coupon of 2018 Bonds
	Sources and Uses of Funds for 2018 Bonds
	Annual Debt Service Payment Due on 2018 Bonds

### Exhibit A:

Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018

## SUPPLEMENTAL ENGINEER'S REPORT (REVISED ASSESSMENT AREA ONE PROJECT / 2018 PROJECT) FOR THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT

### PREPARED FOR:

### BOARD OF SUPERVISORS TREVESTA COMMUNITY DEVELOPMENT DISTRICT

### **ENGINEER:**



6981 Professional Parkway East Lakewood Ranch, Florida 34240 C.A. 28780 (941) 444-6644

www.morrisengineering.net

August 2, 2018 (As revised November 19, 2018 for Preliminary Limited Offering Memorandum)

### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

### SUPPLEMENTAL ENGINEER'S REPORT (2018 PROJECT)

### 1. DESCRIPTION OF 2018 PROJECT

This report is being prepared as a supplement to the original *Engineer's Report* dated May 18, 2015 and the *First Supplemental Engineer's Report* dated February 4, 2016 and restated March 24, 2016 (together, "Original Engineer's Report") for the Trevesta Community Development District in order to describe the scope of the District's "2018 Project," as defined herein. All of the improvements described herein are part of the original capital improvement plan described in the Original Engineer's Report.

### Background

The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), offsite improvements, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. Pursuant to Resolutions 2015-26, 2015-27, 2015-28, 2015-29, 2015-34, 2015-35 ("Master Assessment Resolutions"), the Board previously authorized the financing of a master capital improvement plan ("Capital Improvement Plan" or "CIP") with an estimated cost of approximately \$22,900,000. The CIP was originally intended to be developed in two assessment areas within the District, known as "Assessment Area One" and "Assessment Area Two." As described in this report, the boundaries of each assessment area have been changed.

On July 7, 2015, the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$30,000,000 in Special Assessment Bonds, in one or more series, for infrastructure needs of the District. On March 29, 2016, the District issued \$4,925,000 in aggregate principal amount of Trevesta Community Development District (Manatee County, Florida) Special Assessment Bonds, Series 2016A-1 (2016 Project) ("2016A-1 Bonds") and \$3,350,000 in aggregate principal amount of Trevesta Community Development District (Manatee County, Florida) Special Assessment Bonds, Series 2016A-2 (2016 Project) ("2016A-2 Bonds" and together, "2016 Bonds") to finance all or a portion of the "2016 Project," which is a portion of the CIP and which is described in the Original Engineer's Report. The 2016 Project included approximately \$8,248,000 in project costs related to the development of Assessment Area One prior to the expansion of such assessment area described herein.

To secure the repayment of the 2016 Bonds, Resolutions 2016-03 and 2016-04, adopted on March 24, 2016, supplemented the Master Assessment Resolutions in order to levy and impose the "2016 Assessments" on lands within the original boundary of Assessment Area One. Significantly, and pursuant to Resolutions 2016-03 and 2016-04, and the corresponding Final First Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2016A-1 (Series 2016 Project) ("2016A-1 Supplemental Assessment Report") dated March 24, 2016, the 2016A-1 Bonds were secured by debt service special assessments to be allocated to the first 314 platted units within the assigned boundaries of Assessment Area One (specifically, 47 x SF 40', 189 x SF 50', and 78 x SF 60'). As recognized in the 2016A-1 Supplemental Assessment Report, a contribution of \$235,287 was required of the Developer. Further, and pursuant to the Final Second Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2016A-2 (Series 2016 Project), ("2016A-2 Supplemental Assessment Report") dated March 24, 2016, the 2016A-2 Bonds were secured by debt service special assessments to be allocated to the first 222 platted units levied within the assigned boundaries of Assessment Area One (specifically, 22 x SF 40', 122 x SF 50', and 78 x SF 60' lots).

On May 4, 2017, the District adopted Resolution 2017-06, which revised the assessment levels for the assessments securing the Series 2016A-1 Bonds and as a result an increased contribution amount in connection with such revised assessment levels was required to be made by the Developer. As set forth in the *Amended and Restated First Supplemental Special Assessment Allocation Report*, dated March 24, 2016, as amended on May 4, 2017, the required contribution to maintain target assessment levels securing the 2016A-1 Bonds is \$425,902.57 (and was made by the Developer).

Since the issuance of the 2016 Bonds, the District has undertaken to construct and/or acquire the 2016 Project, which was originally intended to provide infrastructure for 314 of the 498 lots planned for Assessment Area One. An additional 305 SF 60' lots were planned for Assessment Area Two. To date, there are 294 platted lots within the 2016 Project area of Assessment Area One, and there is an additional tract in Village D that is expected to be re-platted and developed into two additional 60' lots, in early 2019. The debt assessments imposed on these 296 lots effectively secure the 2016 Bonds. There have also been 62 lots platted within the 2018 Project area of Assessment Area One (located in Village A) platted to date.

### Status of Assessment Area One Project / 2016 Project

As constructed, the 2016 Project includes all roadways, common area landscaping/irrigation, stormwater conveyance piping and utilities located in Phase IA (as identified on the Morris Engineering Construction Plans for "Trevesta Phase I") as well as all stormwater management ponds for Phase I. All such facilities have been placed into

service. Further, 2 of the 3 required turn lane improvements on 69<sup>th</sup> Street East have been constructed.

### Status of Assessment Area One Project / 2018 Project

The development plan for the community of Trevesta has changed, resulting in the District now intending to extend the boundary of Assessment Area One, and Assessment Area Two being reduced in size. Please see attached Appendix for a revised site plan depicting the revised boundaries for Assessment Area One and Two.

The Assessment Area One Project consists of the public infrastructure necessary for the development of the planned units for the revised Assessment Area One boundaries. The 2018 Project constitutes that portion of the Assessment Area One Project that is not yet completed. It is anticipated that the 2018 Project will be funded in part with the District's Special Assessment Bonds, Series 2018 ("2018 Bonds"), and the balance will be paid for by future bonds and/or developer funding.

The 2018 Project is anticipated to include the public infrastructure necessary for the development of 99 lots in what is known as "Village B," (known as Phase IIB in the Morris Engineering Construction Plans for Trevesta Phase II), an additional 97 lots in a portion of the area known as "Village E" (known as Phase IIIA in the Morris Engineering Construction Plans for Trevesta Phase III) and the remaining 62 lots in what is known as "Village A" (known as Phase IB in the Morris Engineering Construction Plans for Trevesta Phase I).

As described in more detail in the District's Amended Master Special Assessment Allocation Report dated August 2, 2018, and upon full development, the 2018 Bonds will be secured by an assessment lien levied on approximately the next 258 lots that are being platted within the revised boundary of Assessment Area One. The tables below show a likely scenario for the development of Assessment Area One, as it relates to the 2016 Project and 2018 Project:

TABLE 1A

LOT SIZE AND COUNT SUMMARY

	40' Lots	50' Lots	60' Lots	Villas	Total
	EXISTING A	ASSESSMEI	VT AREA ON	E LOTS	
	(2016 PR	OJECT / 20:	16 ASSESSM	ENTS)	
Village A Lots	32	81	1	0	114
Village B Lots	0	0	40	0	40
Village C Lots	0	65	37	0	102
Village D Lots	0	0	40	0	40
TOTAL	32	146	118	0	296

REMA	REMAINING PLANNED ASSESSMENT AREA ONE LOTS (2018 PROJECT / 2018 ASSESSMENTS)														
Village A Lots	35	27	0	0	62										
Village B Lots	24	33	42	0	99										
Village E Lots	0	10	37	50	97										
Total	60	70	79	50	258										
	PLANNED ,	ASSESSMEN	IT AREA TV	VO LOTS											
Village E Lots	35	178	33	0	246										

The Assessment Area One Project, which is comprised of the 2016 Project and 2018 Project, functions as a system of improvements for, and provides a direct benefit to, all lands within the boundaries of Assessment Area One, as revised herein. Assessment Area Two will be the subject of a future bond issuance and will consist of improvements serving the land within Assessment Area Two.

### Description of Remaining Improvements for Assessment Area One Project

The remaining Assessment Area One Improvements, constituting the 2018 Project, will consist generally of the following:

- Roadways
- Stormwater Management
- Utilities
- Offsite Improvements
- Landscaping/Lighting

ASSESSME	ENT AREA ONE LAND USE	AREAS *
TYPE OF USE	ACREAGE	% OF TOTAL
Single Family Residential	75.70	29%
Open Space	164.35	62%
Right-of-Way	24.75	9%
TOTAL	264.80	100%

\* Land Use Areas are based on those provided for in the original Master Engineer's Report.

Roadways included in the remainder of the Assessment Area One project will consist of those portions of the roadways to be constructed outside the existing guard gates only, with the roadways behind the gates remaining private. The District will fund the placement of fill for flood protection of the roadways, the installation of roadway subgrade, base and asphalt as well as curb and gutter and sidewalks.

Stormwater management improvements will consist of the excavation of the remaining stormwater management facilities as well as the installation of stormwater conveyance piping and structures. Finally, it will consist of the placement of fill for flood control in all common areas of the District. No fill placement or grading of private lots will be included in the 2018 project.

The District will also maintain post development wetlands and wetland buffers, consistent with the approved SWFWMD ERP Permit and the Manatee County Final Site Plan Approval conditions. This will require on-going removal or exotic and nuisance vegetation from within the wetlands and wetland buffers.

The utility improvements will consist of the installation of water distribution mains and sanitary sewer collection mains and a second sanitary sewer Lift Station to be constructed in the Village E area of Assessment Area One.

Offsite improvements consist of the installation of required turn lane improvements at the intersection 69<sup>th</sup> Street East and Buffalo Road for access to the District.

Landscaping and Lighting improvements will consist of the installation of landscaping and irrigation to serve said landscaping within the rights-of-ways, required sound abatement walls, common areas and entrances. This landscaping will consist of sod, shrubs, ground cover, trees and irrigation heads providing irrigation service to these areas. These improvements will also consist of hardscape features such as entry monuments as well as lighting and undergrounding of electric within rights-of-ways, common areas and District entrances.

Certain of the Assessment Area One Project improvements provide a benefit to both Assessment Area One and Assessment Area Two (herein the "Shared Costs"). These include the construction of Buffalo Road, which will subsequently be turned over to Manatee County for ownership and maintenance as well as the installation of sanitary sewer lift stations that will pump sewage from both Assessment Area One and Assessment Area Two to the existing Manatee County sewer system, as well as a portion

of the watermain distribution system creating a loop that will provide service throughout the District. Only a portion of the Shared Costs will be allocated to the 2018 Project.

In addition to the above improvements, the 2018 Project will also consist of the necessary professional fees required for the design, permitting and implementation of the District's 2018 Project, as well as a contingency for unexpected/unforeseen construction costs associated with the 2018 Project.

As shown in the next section, the above described Shared Costs have been allocated to both Assessment Area One and Assessment Area Two based on a ratio of the number of units within each Assessment Area.

Ownership and Maintenance of Improvements

Infrastructure Category	Ownership/Maintenance Entity
Roadways (Outside of Gates)	Manatee County
Shared Roadways	Manatee County
Stormwater Management	District
Utilities	Manatee County
Shared Utilities	Manatee County
Offsite Improvements	Manatee County
Landscaping/Lighting	District

The following is a general status of Permits required for the completion of the 2018 Project:

- Trevesta Phase I Manatee County Final Site Plan In Hand
- Trevesta Phase I Manatee County Construction Plan Approval In Hand
- Trevesta Phase 1 SWFWMD ERP (includes both Phase I and Phase II) In Hand
- Trevesta Phase I FDEP Potable Water and Sanitary Sewer Permit In Hand
- Trevesta Phase II Manatee County Final Site Plan In Hand
- Trevesta Phase II Manatee County Construction Plan Approval In Hand
- Trevesta Phase II FDEP Potable Water and Sanitary Sewer Permit In Hand
- Trevesta Phase III Manatee County Final Site Plan Pending (Expected December/January Approval)
- Trevesta Phase III Manatee County Construction Plan Approval Pending (Expected December/January Approval)
- Trevesta Phase III SWFWMD ERP Pending (Expected December Approval)
- Trevesta Phase III ACOE Permit Pending (Expected December Approval)
- Trevesta Phase III FDEP Potable Water and Sanitary Sewer Permit Pending (Expected January approval)

Impact Fee Credits are available for the construction of Buffalo Road within Assessment Area One and Assessment Area Two. The impact fee credits are the subject of a Local Developer's Agreement between the Developer and Manatee County. While Buffalo Road is included within the 2018 Project, it is anticipated that the Developer may alternatively construct Buffalo Road without financing from the District (though the District may construct non-impact fee credit eligible improvements associated with the roadway such as landscaping and irrigation systems).

### 2. OPINION OF PROBABLE CONSTRUCTION COSTS

As noted, the 2018 Project will likely consist of infrastructure associated with the development of a portion of Villages A, B and E, benefitting the entire Assessment Area One. Table 2, below, presents the Opinion of Probable Cost for the Assessment Area One Project to include all infrastructure (both built and proposed) for the CIP infrastructure being financed and/or developed within Assessment Area One and remaining to be financed and/or developed within "Revised" Assessment Area Two.

It is my professional opinion that these costs are reasonable for the quality of work desired.

TABLE 2

Construction Cost Estimate

		<u>Assessment</u>	<u>Assessment</u>	<u>Revised</u>
		<u>Area One</u>	Area One	<u>Assessment</u>
		(Completed	(Remaining	<u>Area Two</u>
		<u>/ 2016</u>	<u>/ 2018</u>	
Infrastructure Category	TOTAL*	Project)	Project)	
Roadways (Outside of Gates)	\$2,583,000	\$400,000	\$983,000	\$1,200,000
Shared Roadways (Outside of				
Gates)	\$917,000	\$568,000	\$175,000	\$174,000
Stormwater Management	\$8,000,000	\$2,500,000	\$3,000,000	\$2,500,000
Utilities (Water, Sewer)	\$4,050,000	\$1,000,000	\$1,800,000	\$1,250,000
Shared Utilities (Water, Sewer)	\$450,000	\$278,000	\$100,000	\$72,000
Offsite Improvements	\$500,000	\$175,000	\$225,000	\$100,000
Landscaping/Lighting	\$2,800,000	\$1,750,000	\$600,000	\$450,000
Professional Services	\$1,400,000	\$750,000	\$375,000	\$275,000
Shared Professional Services	\$100,000	\$62,000	\$20,000	\$18,000
Contingency	\$1,945,000	\$675,000	\$700,000	\$570,000
Shared Contingency	\$155,000	\$90,000	\$30,000	\$35,000
TOTAL	\$22,900,000	\$8,248,000**	\$8,008,000	\$6,644,000

- \* The TOTAL listed above is the total costs in the May 18, 2015 Engineer's Report for the Trevesta CDD.
- \* The probable costs estimated herein do not include anticipated carrying cost, interest, reserves or other anticipated CDD expenditures that may be incurred.
- \*\*Of the \$8,248,000 shown for completed infrastructure within Assessment Area One, the 2016 Project only funded approximately \$7,433,543.79. The Developer has contributed to the District at least another \$1,165,088.62 in funds for additional improvements related to the development of public infrastructure for Assessment Area One. Any existing improvements that have already been constructed or acquired by the District, or that may be acquired by the District, may be financed as part of the 2018 Project or, alternatively, may be counted toward any required developer contributions.

All required entitlements to develop Assessment Area One and Assessment Area Two have been obtained from Manatee County, consisting of the approved Planned Development Zoning Ordinance and accompanying Preliminary Site Plan referenced in the Master Engineer's Report. Further, it is our opinion that all required development approvals will be obtained in due course.

It is our opinion that: (1) the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the 2018 Project is feasible and (3) that the assessable property within Assessment Area One will receive a special benefit from the Assessment Area One Project, including both the 2016 Project and 2018 Project, that is at the least equal to such costs. Further, the Assessment Area One Project continues to be a part of the District's "Project" as defined in the Final Judgement issued on July 7, 2015 by the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, Florida.

This report reflects the District's current intentions, and the cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the 2018 Project as used herein refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units, which (subject to true-up determinations) number and type of units may be changed with the development of the community.

Matthew J. Morris, P.E.

FL License No. 68434

'Date

### Lands subject to 2016 Debt Assessments (within Revised Assessment Area One)

THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

TOGETHER WITH,

THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

TOGETHER WITH,

LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK \_\_\_\_, PAGE \_\_\_\_, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA. [SEE ATTACHED PLAT IN DRAFT FORM]

### Lands subject to 2018 Debt Assessments (within Revised Assessment Area One)

DESCRIPTION: ALL OF TREVESTA – PHASE IA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 166 THROUGH 196 ALONG WITH ALL OF TREVESTA – PHASE IIA, ACCORDING TO PLAT BOOK 62, PAGES 134 THROUGH 139, TOGETHER WITH A PART OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 192-A, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TREVESTA - PHASE IA, RUN THENCE S.01°54'13"W., A DISTANCE OF 122.23 FEET; THENCE S.22°24'32"W., A DISTANCE OF 397.53 FEET; THENCE EASTERLY, 17.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 02°06'49" (CHORD BEARING S.68°38'53"E., 17.52 FEET); THENCE S.20°17'43"W., A DISTANCE OF 170.00 FEET; THENCE EASTERLY, 21.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 01°56'39" (CHORD BEARING S.70°40'37"E., 21.89 FEET); THENCE S.31°20'33"W., A DISTANCE OF 55.88 FEET; THENCE SOUTHWESTERLY, 311.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1855.00 FEET AND A CENTRAL ANGLE OF 09°37'41" (CHORD BEARING S.26°31'42"W., 311.35 FEET); THENCE SOUTHWESTERLY, 583.74 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 29°12'37" (CHORD BEARING S.36°19'10"W., 577.44 FEET); THENCE S.50°55'29"W., A DISTANCE OF 150.78 FEET; THENCE N.26°34'27"W., A DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY, 115.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 10°16'48" (CHORD BEARING N.31°42'50"W., 115.57 FEET); THENCE N.39°04'31"W., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 263.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 23°22'14" (CHORD BEARING N.52°58'55"W., 261.27 FEET); THENCE NORTHWESTERLY, 101.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 15°58'50" (CHORD BEARING N.56°40'36"W., 101.47 FEET); THENCE NORTHWESTERLY, 86.32 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 19°23'41" (CHORD BEARING N.38°59'21"W., 85.91 FEET); THENCE S.60°42'30"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHEASTERLY, 33.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°04'02" (CHORD BEARING S.31°49'31"E., 33.15 FEET); THENCE S.55°38'28"W., A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY, 27.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 02°52'42" (CHORD BEARING S.35°47'53"E., 27.38 FEET); THENCE SOUTHWESTERLY, 52.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 11°49'26" (CHORD BEARING S.55°52'05"W., 52.53 FEET); THENCE N.40°02'38"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY, 5.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A

RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 00°49'14" (CHORD BEARING S.49°32'45"W., 5.37 FEET); THENCE N.40°51'52"W., A DISTANCE OF 166.78 FEET; THENCE S.89°46'03"E., A DISTANCE OF 54.64 FEET; THENCE N.68°20'40"E., A DISTANCE OF 26.32 FEET; THENCE S.84°15'46"E., A DISTANCE OF 46.31 FEET; THENCE N.65°14'08"E., A DISTANCE OF 54.99 FEET; THENCE S.80°21'31"E., A DISTANCE OF 31.14 FEET; THENCE N.15°23'04"E., A DISTANCE OF 65.54 FEET; THENCE N.06°44'45"E., A DISTANCE OF 51.10 FEET; THENCE N.58°57'04"W., A DISTANCE OF 37.46 FEET; THENCE N.32°04'05"E., A DISTANCE OF 31.00 FEET; THENCE N.04°40'41"W., A DISTANCE OF 63.68 FEET; THENCE N.09°21'22"E., A DISTANCE OF 26.32 FEET; THENCE N.16°49'11"E., A DISTANCE OF 51.46 FEET; THENCE N.04°31'03"W., A DISTANCE OF 97.21 FEET; THENCE NORTHWESTERLY, 36.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14" (CHORD BEARING N.46°19'40"W., 33.33 FEET); THENCE N.01°51'43"E., A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°55'33" (CHORD BEARING N.88°53'56"E., 38.77 FEET); THENCE N.04°03'50"W., A DISTANCE OF 639.36 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°18'28"W., A DISTANCE OF 148.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33, S.89°21'04"W., A DISTANCE OF 173.11 FEET; THENCE N.44°53'59"W., A DISTANCE OF 26.03 FEET; THENCE NORTHWESTERLY, 9.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°18'05" (CHORD BEARING N.54°03'02"W., 9.54 FEET); THENCE N.63°12'04"W., A DISTANCE OF 16.41 FEET; THENCE WESTERLY, 10.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°46'00" (CHORD BEARING N.73°35'04"W., 10.81 FEET); THENCE N.83°58'04"W., A DISTANCE OF 64.46 FEET; THENCE WESTERLY, 9.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°54'29" (CHORD BEARING S.86°34'41"W., 9.86 FEET); THENCE S.77°07'26"W., A DISTANCE OF 58.03 FEET; THENCE N.87°11'47"W., A DISTANCE OF 46.05 FEET; THENCE WESTERLY, 2.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 04°57'51" (CHORD BEARING N.89°40'42"W., 2.60 FEET); THENCE S.87°50'22"W., A DISTANCE OF 52.93 FEET; THENCE WESTERLY, 11.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°15'51" (CHORD BEARING S.77°12'27"W., 11.07 FEET); THENCE S.66°34'31"W., A DISTANCE OF 50.77 FEET; THENCE SOUTHWESTERLY, 15.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 29°20'00" (CHORD BEARING S.51°54'31"W., 15.19 FEET) TO A POINT ON AFORESAID NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°21'04"W., A DISTANCE OF 419.85 FEET; THENCE N.60°17'11"W., A DISTANCE OF 40.97 FEET; THENCE WESTERLY, 17.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°56'42" (CHORD BEARING N.77°15'32"W., 17.51 FEET); THENCE S.85°46'07"W., A DISTANCE OF 22.06 FEET; THENCE N.83°49'47"W., A DISTANCE OF 80.11 FEET; THENCE N.74°50'30"W., A DISTANCE OF 59.77 FEET; THENCE WESTERLY, 7.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 14°47'26" (CHORD BEARING N.82°14'13"W., 7.72 FEET); THENCE N.89°37'55"W., A DISTANCE OF 83.69 FEET; THENCE WESTERLY, 7.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 13°25'54" (CHORD BEARING S.83°39'08"W., 7.02 FEET); THENCE S.76°56'11"W., A DISTANCE OF 25.89 FEET; THENCE N.62°17'36"W., A DISTANCE OF 61.12 FEET; THENCE NORTHWESTERLY, 21.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 41°16'57" (CHORD BEARING N.41°39'07"W., 21.15 FEET); THENCE N.21°00'39"W., A DISTANCE OF 10.55 FEET; THENCE N.79°46'03"W., A DISTANCE OF 14.42 FEET; THENCE NORTHWESTERLY, 38.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 72°38'09" (CHORD BEARING N.43°26'59"W., 35.54 FEET); THENCE N.07°07'54"W., A DISTANCE OF 34.50 FEET; THENCE N.26°16'27"W., A DISTANCE OF 27.86 FEET; THENCE N.27°00'30"W., A DISTANCE OF 30.88 FEET; THENCE N.56°14'44"W., A DISTANCE OF 24.07 FEET; THENCE NORTHWESTERLY, 17.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°54'07" (CHORD BEARING N.39°17'41"W., 17.49 FEET); THENCE N.22°20'37"W., A DISTANCE OF 12.13 FEET; THENCE N.72°59'30"W., A DISTANCE OF 7.44 FEET; THENCE NORTHWESTERLY, 20.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30,00 FEET AND A CENTRAL ANGLE OF 38°25'35" (CHORD BEARING N.53°46'43"W., 19.75 FEET): THENCE N.34°33'55"W., A DISTANCE OF 17.14 FEET; THENCE S.84°19'55"W., A DISTANCE OF 149.07 FEET; THENCE NORTHERLY, 62.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3940.00 FEET AND A CENTRAL ANGLE OF 00°54'08" (CHORD BEARING N.05°13'02"W., 62.04 FEET); THENCE NORTHERLY, 390.63 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4060.00 FEET AND A CENTRAL ANGLE OF 05°30'45" (CHORD BEARING N.07°31'20"W., 390.48 FEET); THENCE N.10°16'43"W., A DISTANCE OF 828.32 FEET; THENCE 5.79°43'17"W., A DISTANCE OF 170.00 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY FOR INTERSTATE 75, ALSO KNOWN AS STATE ROAD 93, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.10°16'43"W., A DISTANCE OF 343.50 FEET: 2) NORTHERLY, 399.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5587.58 FEET AND A CENTRAL ANGLE OF 04°05'49" (CHORD BEARING N.08°13'49"W., 399.44 FEET); THENCE N.89°39'02"E., A DISTANCE OF 270.32 FEET; THENCE S.49°36'48"E., A DISTANCE OF 75.30 FEET: THENCE NORTHEASTERLY, 194.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 14°39'34" (CHORD BEARING N.47°42'59"E., 193.92 FEET); THENCE N.55°02'47"E., A DISTANCE OF 42.46 FEET; THENCE NORTHEASTERLY, 618.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 55°23'45" (CHORD BEARING N.27°20'54"E., 594.96 FEET); THENCE N.00°20'58"W., A DISTANCE OF 309.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405: THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.80°20'47"E., A DISTANCE OF 5.59 FEET; 2) N.00°59'46"W., A DISTANCE OF 20.66 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, ACCORDING TO ROAD PLAT BOOK 2, PAGE 3, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, N.89°39'02"E., A DISTANCE OF 149.72 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, SOUTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT

HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°39'02"W., 49.50 FEET); THENCE S.00°20'58"E., A DISTANCE OF 296.38 FEET; THENCE SOUTHERLY, 296.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 22°19'09" (CHORD BEARING S.10°48'36"W., 294.18 FEET); THENCE N.89°39'02"E., A DISTANCE OF 278.12 FEET; THENCE S.00°20'58"E., A DISTANCE OF 127.00 FEET; THENCE N.89°39'02"E., A DISTANCE OF 378.14 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TREVESTA - PHASE IA, THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TREVESTA - PHASE IA, THE FOLLOWING FOURTEEN (14) COURSES: 1) EASTERLY, 46.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°55'02" (CHORD BEARING S.87°53'27"E., 46.76 FEET); 2) N.00°20'58"W., A DISTANCE OF 144.01 FEET; 3) N.89°39'02"E., A DISTANCE OF 291.24 FEET; 4) NORTHERLY, 183.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1042.00 FEET AND A CENTRAL ANGLE OF 10°05'03" (CHORD BEARING N.05°23'29"W., 183.16 FEET); 5) N.00°20'58"W., A DISTANCE OF 387.55 FEET; 6) NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.45°20'58"W., 49.50 FEET); 7) N.89°39'02"E., A DISTANCE OF 880.69 FEET; 8) S.00°26'33"W., A DISTANCE OF 242.02 FEET; 9) N.89°39'02"E., A DISTANCE OF 180.02 FEET; 10) S.00°26'33"W., A DISTANCE OF 357.22 FEET; 11) N.88°20'49"E., A DISTANCE OF 697.50 FEET; 12) S.01°55'34"W., A DISTANCE OF 1302.26 FEET; 13) N.88°48'08"E., A DISTANCE OF 330.08 FEET; 14) S.01°54'13"W., A DISTANCE OF 1305.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 247.477 ACRES, MORE OR LESS.

<u>LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

AND LESS AND EXCEPT THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK \_\_\_\_, PAGE \_\_\_\_, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA. [SEE ATTACHED PLAT IN DRAFT FORM]

# COMMUNITY RECORDINGS

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TREATERS IN THE "DECLARATION", NAME RECORDED IN OFFICIAL RECORDS BOOK 2443, PAGE 1957, AND AMENINENTS ENCED THERETO OF THE PUBLIC RECORDS OF MANANTEE COUNTY, FLORIDA.

- PHASE **REVESTA** 

SHEET 1 of 8 SHEETS

PAGE

PLAT BOOK

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK I, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA: TOGETHER WITH A PORTION OF SECTION 33, ALL LYING IN SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND DEDICATION

RESERVATION OF EXCRAENT RESERVED, NON-EXCLUSIVE EASEMENTS OF TEN (10) FEET IN THERE WERE HERBEY EXPRESSIV RESERVED, NON-EXCLUSIVE AS RESERVED THE SET IN WHITH A GONG ALL BTECK AND RESERVED THE SET THE WOTH A DONE ALL BTECK AND RESERVED THE SET THE BY SERVED OF THIS EASEMENT IS FOR A THE AGAIN OF SERVED SET OF THIS EASEMENT IS FOR THE AGAIN OF SERVED SET OF THE AGAIN OF CASE. TELENSON OF PERMIT ON SERVED SET OF AGE TELENSON SERVED SET OF THE THE THE THE AGAIN OF CASE. TELENSON OF SERVED SET OF A SET OF THE CASE THE THE AGAIN OF A SERVED SET OF A SET OF THE SET OF A SET OF A

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ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED.

# CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT:

SS COUNTY OF MANATEE STATE OF FLORIDA

I AMGELIAN COLONNESO, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORBDA. HERBY CERTIFY THAT THIS STATE AND BEEN DEAMINED AND THAT IT COMPILES IN FORM WITH THE FLORENGEMENTS OF THE STATUTIES OF FLORIDA FESTIVAING TO MADE AND FLOREND THAT THE PATH WES BEEN LEED FOR RECOORD IN PLATE BOOK.

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THE COUNTY FLORIDATE COUNTY

### CLERK OF THE CIRCUIT COURT MANATEE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSION:

COUNTY OF MANATEE SS STATE OF FLORIDA

ATTEST

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

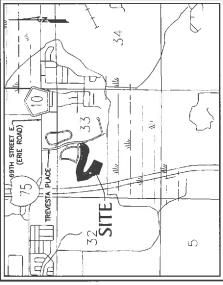
ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

CRETION CATE OF SURVEYORS

I. THE UNDERSURD LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CREME THAT THE PLAY IS A TRUE AND CORRECT REPRESENTATION OF THE CLAUS BEING SUBDANDED. THAT THIS PLAT WAS PERFACED UNDER MY DIRECTION AND SUFFRANSION AND CONCRUES WAT ALL THE REQUIREMENTS OF CHAPTER 177. PART I, OF THE HORBINS STATUTES, AND THE PLATTING REQUIREMENTS OF CHAPTER 177. PART I, OF THE HORBINS STATUTES, AND THE PLATTING POLYMONIA THE PLAY OF SURRAMMENT CONTROL POINTS) AS SHOWN HEREON, AND THAT THE PROJECT OF SURRAMMENT CONTROL POINTS) AS SHOWN HEREON, AND THAT THE PROJECT OF THE MONUMENTATION NAD UNTIL WHEN SUBDANSION AS REQUIRED BY SAND CHAPTER OF THE FORMAT THAT OF THE RECORDING OF RECORDING THE RECORDING OF THE MONUMENT THAT OF THE RECORDING OF PROSTO, THE RECORDING OF THE MONUMENT THAT OF THE RECORDING OF PROSTO, THE RECORDING THE MONUMENT THAT OF THE RECORDING. OR PROSTO, THE RECORDING THE MEDICAL OF THE MEDICAL OF THE REPRODURMENT THAT OF THE RECORDING. THE MEDICAL OF THE MEDICAL OF THE MEDICAL OF THE WEND THE WAS THE WENT THAT OF THE MEDICAL OF THE MEDICAL OF THE WEND THE WEND THE MEDICAL OF THE MEDICAL OF THE MEDICAL OF THE WEND T

GEOPOINT SURVEYING, INC. (LICENSED BUSINESS NUMBER LB7768) 213 HOBBS STREET TAMPA, FLORIDA 33619

HATE PLAT, AS RECORDED IN ITS GRAPHIC PROPERLY BY THE SHEDWIGE IN THE SHEDWIGH THE SHEDWIGH SHEDWIGH AND THE SHEDWIGH SHEDWIGH SHEDWIGH AND THE SHEDWIGHT SHEDWIGH SH DAVID ALAN WILLIAMS, JR. PROFESSIONAL LAND SURVEYOR NO. LSS423



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE COMPANY THIS DAY OF 2018.

WITNESSES

PRINT NAME SIGNATURE

SIGNATURE

VK TREVESTA LLC, A DELAWARE LIMITED LIABILITY COMPANY BY: JAMES P. HARVEY, VICE PRESIDENT

- NOTES: 1) CON 2) THES
- ଳ କ
- THE CONSERVATION AREA TRACT SHOWN HEREON WILL BE MONUMENTED WITHIN THE STATUTORY TIME LIMIT PER CHAPTER 177 OF THE FLORIDA STATUTE. 69

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGE BEFORE WETHS DAY OF 2018 BY JAMES P. HARVEY, AS WCE PRESIDENT OF WY REVESSTALLE, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO MY REPRESSOLED.

AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE

PRINT NAME COMMISSION NO:

COMMISSION EXPIRES: STATE OF FLORIDA

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### VERNINGTO CONTRICTOR THE UNIGHNESS HEAD WAS VICE RESIDENT OF CONTRICTOR OF THE UNIGHES WITH STATE OF THE UNIGHT SHAPE OF THE CONTRICTOR OF THE STATE OF THE CONTRICTOR OF THE CHARGE WAS USED THE CHARGE WAS USED THE CONTRICTOR OF THE CONTRICTOR OF THE CONTRICTOR OF THE CHARGE WAS USED THE CONTRICTOR OF THE TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED IN PARAGRAPH 1.A. ASOVE IS ASSOVEN INSTALLATION, OPERATION AND MUNICIPANCE OF PRINATELY-DWINED IRRIGATION UTILITY FACILITIES. A PUBLIC UTILIY EASEMENT ACROSS TRACT A TOGETHER WITH A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (10) A POAGLE AND CONTROLOGIS WITH THE OUTSIDE PRACHETERS OF SUCH TRACT FOR REFALLATION, OPERATION AND MANTENANCE OF PUBLIC WITER AND WASTEWATEN INFRASTRUCTURE PACILITIES AND METER MANTENANCE, REPLACEMENT AND REACHING A NON-EXCLUSIVE FLOWAGE EASEMENT OVER ALL PUBLIC FLOWAGE EASEMENTS SHOWN ON THIS PLAT. D. A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT ACROSS TRACT "Y FOR EMERGENCY, LAW EMPORTMENT AND MANATECOUNT MAINTENANCE PERSONNEL. 2. TOTHE DISTRICT ITS SLOCETSCORS ANDOR ASSIGNS, THE FOLLOWING. A. TRACT "PF FOR OPEN SPACE. TRACT "W FOR USE AS WETLANDS CONSERVATION, WETLAND BUFFERS, DRAININGE AND BORANAGE ACULTIES. AND C. A NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT OVER ALL PRIVATE DRAINAGE & ACCESS EASEMENTS AND PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF TREVESTA - PHASE IB. OWMER DOES HEREBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS, ALL LANDS, EASEMENTS AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ABOVE TO MANATEE COUNTY ORT HE DISTRICT. еć щ ن

# MANATEE COUNTY, FLORIDA

# CONTAINING 21.962 ACRES, MORE OR LESS.

- THIS PARCEL DESCRIBED HEREON IS LOCATED IN FLOOD ZONES "Y", "A" AND "AE" PER FLOOD INDIVIDUACE RATE MAP WHOMBERS 12801CONBOUNT NUMBERS 1281CONBOUNT NUMBERS
- ALL INES THAT INTERSECT A CURVE THAT ARE NOT LABELED NON-HAJONL (NR) ARE RADAL ALL UTILIY LIBES WILL BE INSTALLED UNDERGROUND UNLESS NOTED OTHERWISE ON THE COMSTRUCTOR PLANS.

NOTARY ACKNOWLEDGEMENT

COUNTY OF MANATEE \

- MONATOLICA INGRESS AND GERES IS PROHIBITED WITH ANY AREA DESIGNATES ON THIS PLAT AS NON-ACCESSAND-GERES IS ASET FORTHIT IN THE CLEARATION.

  FUT AS NON-ACCESSAND-GERES IS ASET FORTHIT IN THE CLEARATION.

  TWO RENCHARGES WILL BE SET WITHIN THIS PLAT, AS SHOWN ON SHEET 30 FT THIS PLAT, THE OFFICIANT OFFICE SHAPET WORNAMENT WITH STAFFLD TORK: THE MOST HAND WILL GENERAL SHOWN ON THE SET AND SHAPE ON THE WITH AMERICAN DATUM OF THE SHAPE WILL SHOW OF THE WITH SET AND BASED ON THE WILL AMEN TO THE OFFICE SHAPET WORN THE THE SHAPE WITH OTHER OTHER SHAPE SHAPE SHAPE OF THE GENERAL OF THE MOST OF THE GENERAL OF THE MOST OFFICE SHAPE OFFICE OFFICE SHAPE OFFICE SHAPE OFFICE OF 8
  - VISIBILITY TRIANGLES MUST BE MAINTAINED PER THE LAND DEVELOPMENT CODE OF MANATEE COUNTY, FLORIDA. 6
- BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE EAST BOUNDARY OF THE NORTHWEST 14 OF SECTION 32. TOWNSHIPP 38 SOUTH, RANGE (IS BEST, HAWING A BEARING OF INCOMPLIANCE, THE GRID BEARINGS AND COORDINATES AS SHOWN HEREON REFER TO THE STATE PAUR COORDINATE. SYSTEM, NORTH AMERICA, ANDEZONIAL, DATUM OF 1933 (MAD BAHBS ADJUSTMENT) FOR THE WEST, CONFIDENCE OF THE WAST, TOWN OF PERMISSED FROM A RIT GRS KITNORY. 10

THE DEDICATIONS TO TREVESTA COMMANTY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-DIFFORSE GOVERNAMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLOBIDA SPECIAL-DIFFIES AND LOCATED IN MANANTEE COUNTY, R.ORIDA (THE "DISTRICT), WERE ACCEPTED AT AN OPEN MEETING OF THE DISTRICT.

COUNTY OF HILSBOROUGH SS CERTIFICATE OF ACCEPTANCE

IN WITNESS WHEREOF, DISTRICT HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICER THIS DAY OF

### NOTARY ACKNOWLEDGEMENT STATE OF FLORIDA SS COUNTY OF MANATEE

TREVESTA COMMUNITY DEVELOPMENT DISTRICT, a focal unit of special-purpose government established pursuant to Chapter 199, Florida Statutes and located in Manates County, Florida

JAMES P. HARVEY, CHAIRMAN

ASSISTANT SECRETARY

ATTEST

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGE BEFORE ME THS DAY OF 2018, BV JAMES P. HARVEY, AS CHARRAN OF TREVESTA COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REMEMED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 17, PART I OF THE FLORIDA STATITES AND THE PLATTING REQUIREMENTS OF MANATEE COUNTY'S LAND DEVELOPMENT COLOR THE GEOMETRIC DAYS NOT BEEN VERHIED.

DATE

TODD E. BOYLE REGISTERED SURVEYOR AND MAPPER LICENSE NAMBER 6947 MANATEE COUNTY SURVEYOR

CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR

COUNTY OF MANATEE SS

STATE OF FLORIDA

DATE

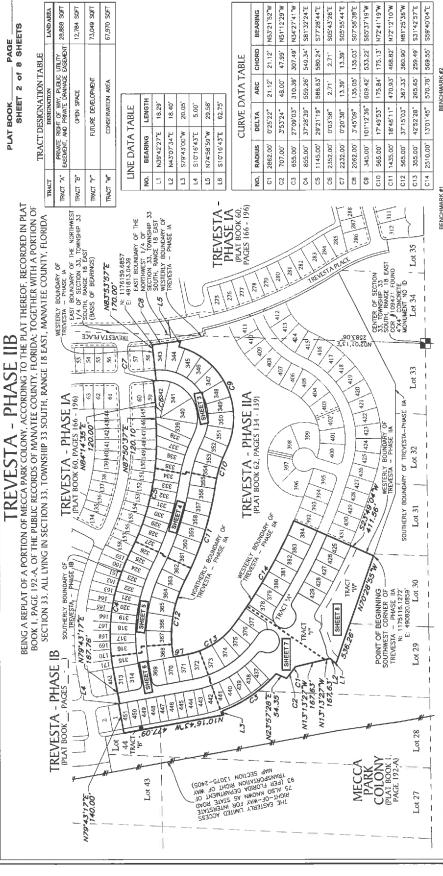
NOTARY PUBLIC SIGNATURE

PRINT NAME COMMISSION NO:

COMMISSION EXPIRES;

213 Hobbs Street Tampa, Florida 33619 www.geopointsurvey.com

Surveying, Inc.
Phone: (813) 248-8888
Par. (813) 248-8288
Par. (813) 248-2266
Par. (1819) 248-2266 GeoPoint



DESCRIPTION:

A portion of MECCA PARK COLONY, according to the plat thereof, as recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of the Southwest 1/4 of Section 33, all lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

and the Residenty Actional interest, 559.26 feet along the arc of a tangent curve to the right having a relative 355.00 feet and a central angle of 37.282 feet along the arc of a tangent curve to the right having a relative 355.00 feet and a central angle of 37.282 feet along the arc of a tangent curve to the right having a relative 355.00 feet and a central angle of 37.282 feet along the arc of a reverse curved in the Southerny boundary of LOT 159. TREVESTA - PHASE IA, according to the plat intered, as econded in Phase book 60. peeses 16 feltiough for the plate of 10.00 feet and a central angle of 37.2824 feet along the arc of a reverse curve to the left having a reduce of 17.50 feet and a central angle of 29.2119" (chord bearing \$5.17.2844"E., \$50.245 feet). The second of 10.00 feet and a central angle of 10.00 feet (3) southerny, 13.30 feet, 3) southerny, 13.30 feet, 3) southerny, 13.30 feet, 3) southerny to the left having a radius of 2022.00 feet and a central angle of 00.00359" (chord bearing \$0.0759" (chord bearing \$0.0759") (chord bearing BEGIN at the Southwest corner of TREVESTA - PHASE IIA, according to the plat thereof, as recorded in Plat Book 62, Pages 134 through 139, inclusive, of the Public Records of Mantees county there along the Westerly Asteriston of the Southwish probadary 272 and TREVESTA - PHASE IIA, IIA, TASSESTW, a distance of 536.26 feet, the Trevest of 18.24 a distance of 18.24 leaf the from No.14.24 a distance of 18.24 leaf the more NASYOTAME, a distance of 18.24 feet, the more NASYOTAME, and the southwish the NASYOTAME. central angle of 13°01'45" (chord bearing S.59°40'04"E., 569.55 feet); 9) S.23°49'04"W, a distance of 411.56 feet to the POINT OF BEGINNING.

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HWEST 33	TRACT "B"		NG-O	OPEN SPACE			12,784 SQFT
	TRACT "F"		FUTURE DEVELOPMENT	EVELOPINE	\ \ \		73,049 SQFT
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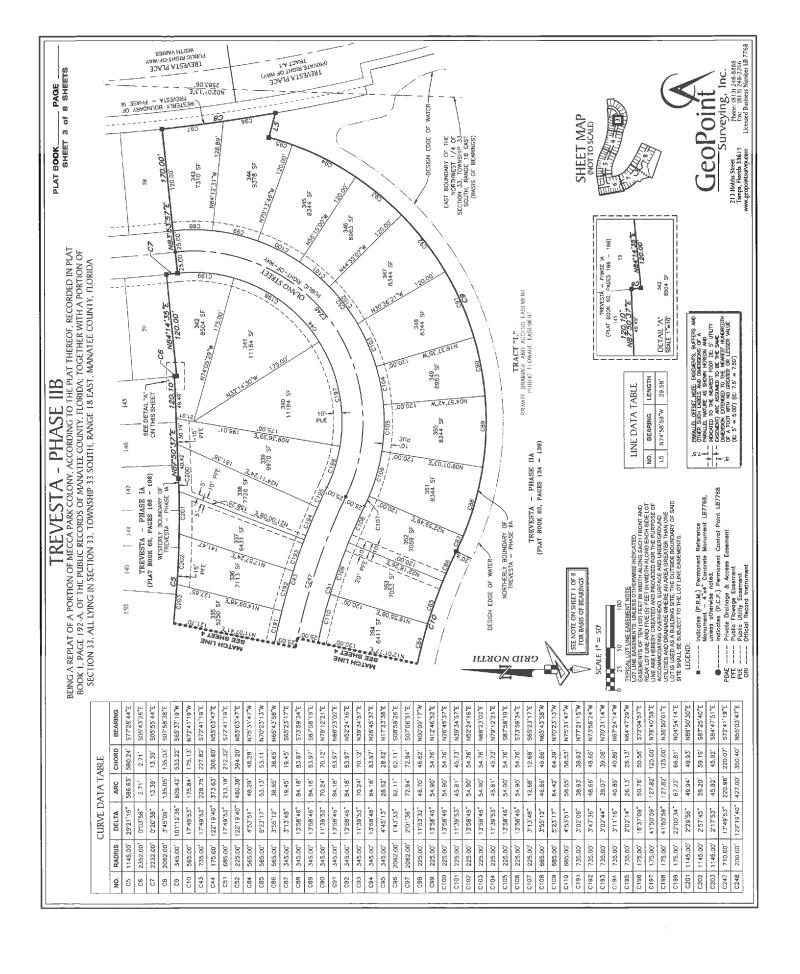
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SEE NOTE ON SHEET 1 OF 8 FOR BASIS OF BEARINGS

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING. **KEY SHEET** екір моктн GeoPoinít 213 Hobbs Street Tampa, Florida 33619 www.geopointsurvey.com

Surveying, Inc.

Phone: (813) 248-8888 Fax: (813) 248-2266 Urensed Business Number LB 7768



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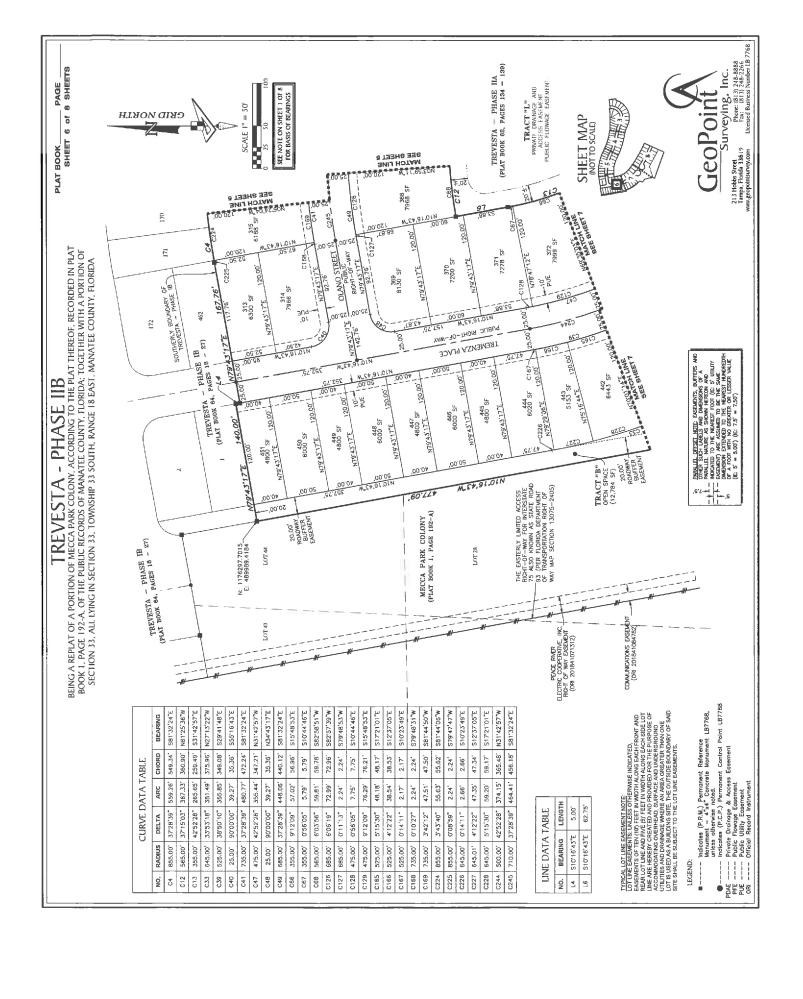
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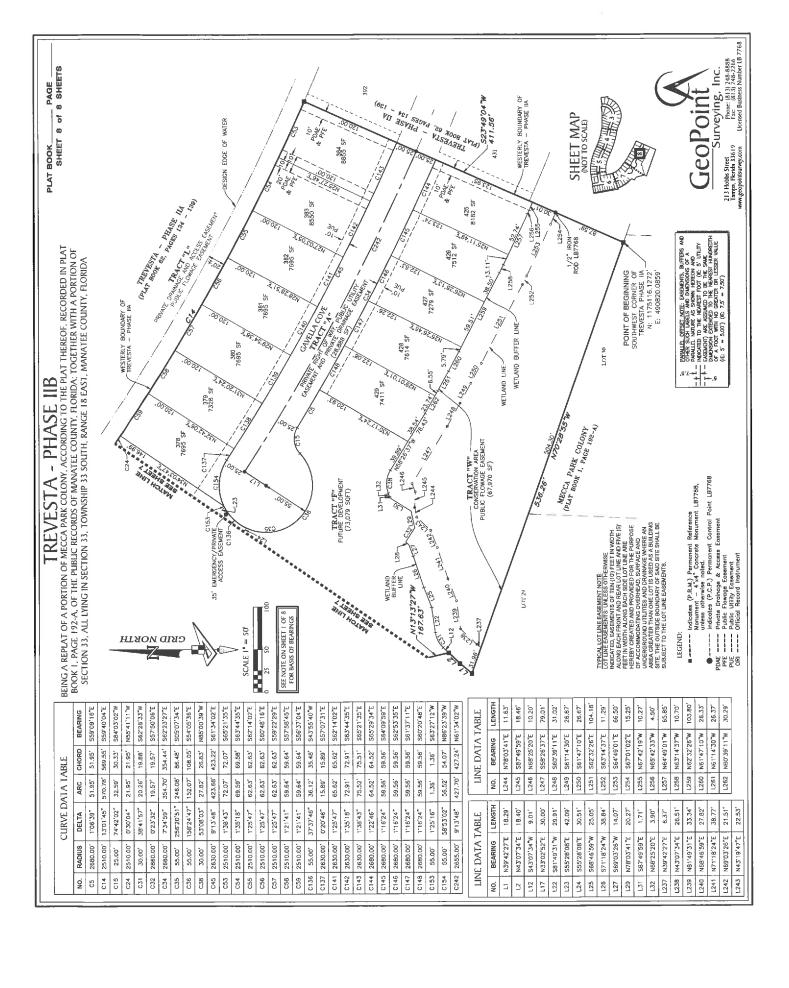
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### **Exhibit B:**

Amended Master Special Assessment Allocation Report – Assessment Area One, dated May 18, 2015, as amended August 2, 2018, and as supplemented by the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018



### Trevesta Community Development District

Supplemental Special Assessment Allocation Report

Special Assessment Bonds, Series 2018 (Assessment Area One – Phase 2 Project)

December 4, 2018

12750 Citrus Park Lane Suite 115 Tampa, FL 33625 rizzetta.com

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### I. Introduction

This Supplemental Special Assessment Allocation Report is being presented in anticipation of an issuance of bonds to finance a capital infrastructure project by the Trevesta Community Development District ("District"), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2018 (Assessment Area One – Phase 2 Project) (the "Series 2018 Bonds"), and has retained Rizzetta & Company, Inc. to prepare a methodology to allocate the special assessments expected to be levied by the District in connection with the transaction. This report will detail the financing and assessment allocation of the Series 2018 Bonds issued to fund the District's Series 2018 Project.

### II. DEFINED TERMS

- "Assessment Area One" (AA1) An assessment area within the District, consisting of approximately 247.5 acres.
- "Assessment Area One Project" A portion of the District's total CIP necessary for the development of Assessment Area One.
- "Assessment Area Two" (AA2) An assessment area within the District, consisting of approximately 163.9 acres.
- "Capital Improvement Plan" (or "CIP") Construction and/or acquisition of public infrastructure planned for the District. The cost for the Capital Improvement Program is estimated to be \$22,900,000, as specified in the Report of District Engineer dated August 2, 2018 and will consist of two separate projects (with separate projects therein) that coincide with the District's two Assessment Areas.
- "District" Trevesta Community Development District.
- "End User" The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.
- **"Equivalent Assessment Unit"** ("**EAU**") Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's CIP on a particular land use, relative to other land uses.
- "Indentures" Collectively, the Master Trust Indenture dated as of March 1, 2016 and the Third Supplemental Trust Indenture dated as of December 1, 2018 between the District and Regions Bank, as trustee.
- "Landowner" VK Trevesta LLC, a Delaware limited liability company, as the sole owner of the land in Assessment Area One that is subject to the Series 2018 Assessments.



- "Master Report" The Amended Master Special Assessment Allocation Report Assessment Area One, as amended, dated August 2, 2018.
- "Phase 1" The first phase in Assessment Area One upon which the Series 2016 Assessments have been levied and imposed against 296 residential units.
- **"Phase 2"** The second phase in Assessment Area One upon which the Series 2018 Assessments will be levied and imposed. Phase 2 is expected to include 258 residential units.
- "Platted Units" Lands configured into their intended end-use and subject to a recorded plat.
- "Series 2016 Bonds" Together, the \$4,925,000 Special Assessment Bonds, Series 2016A-1 ("Series 2016A-1 Bonds") and the \$3,350,000 Special Assessment Bonds, Series 2018A-2 ("Series 2016A-2 Bonds").
- "Series 2018 Assessments" Special assessments levied to secure repayment of the District's Series 2018 Bonds.
- "Series 2018 Bonds" \$4,045,000 Special Assessment Bonds, Series 2018 (Assessment Area One Phase 2 Project).
- "Series 2018 Project" A portion of the CIP allocable to the development of Phase 2 of Assessment Area One, expected to be partially funded with the proceeds of the Series 2018 Bonds.
- "Unplatted Parcels" Undeveloped lands or parcels not yet subject to a recorded plat or in their final end-use configuration.

### **III. DISTRICT INFORMATION**

The District was established pursuant to Manatee County Ordinance #15-20, which became effective May 6, 2015.

On September 11, 2018, the District approved the Master Report, which specifies the allocation methodology to be used for the District's bond assessments. This report will follow the methodology described in the Master Report for purposes of allocating the Series 2018 Assessments securing the Series 2018 Bonds.

The District currently encompasses approximately 411.5 total acres, and is broken up into two separate Assessment Areas. This report is specific to Phase 2 of Assessment Area One which is currently planned for 258 residential units which are expected to be subject to the Series 2018 Assessments. Table 1 illustrates the planned unit mix for Phase 2 of Assessment Area One.

The District previously issued its Series 2016A-1 Bonds, which are secured by the



pledge of revenues from special assessments that are expected to be ultimately levied on 296 platted units in Phase 1 of Assessment Area One of the District. To date, 294 lots have been fully platted and assigned Series 2016A-1 Assessments in Phase 1, with the remaining assessments – i.e. assessments equivalent to two lots - being levied over a certain unplatted parcel, Tract F-1 (located in Village D), as identified on the plate entitled Trevesta – Phase 1A, recorded in Plat Book 60, Pages 166 et seq., in the Public Records of Manatee County Florida. More specifically, Tract F-1 is expected to be re-platted and developed as two 60' residential lots, bringing the total to 296 units in Phase 1. If Tract F-1 is not developed in that manner, the developer will owe a true-up in the amount of any shortfall.

The District also previously issued its Series 2016A-2 Bonds which are secured by the pledge of revenues from special assessments which have been fully assigned to the first 234 platted units, also in Assessment Area One of the District.

## IV. SERIES 2018 PROJECT

As noted in the Engineer's Report, a portion of the Assessment Area One Project is complete. In particular, the Assessment Area One Project has been partially funded with proceeds of the Series 2016 Bonds in the amount of \$7,433,543.79, and the Landowner has additionally provided funds to the District in order to pay another \$1,165,088.62 ("Developer Contribution") toward the Assessment Area One Project. The remaining portion of Phase 2 of the Assessment Area One Project is estimated to cost \$8,008,000.00.

The Series 2018 Bonds will fund the repayment of a portion of the Developer Contribution, and additionally will fund a portion of the balance of the remaining Assessment Area One Project (i.e., the "Series 2018 Project"). The balance of the Assessment Area One Project, not funded with the proceeds of the Series 2016 Bonds and the Series 2018 Bonds will be funded by the Landowner pursuant to a Completion Agreement or may also be funded from future bonds. For more detailed information on the Assessment Area One Project and the Series 2018 Project see Table 2, as well as the Supplemental Engineer's Report dated August 2, 2018.

## V. SERIES 2018 BONDS AND ASSESSMENTS

In order to provide for a portion of the funding necessary for the Series 2018 Project, as described in Section IV above, the District plans to issue Series 2018 Bonds which will be secured by Series 2018 Assessments, levied on certain Unplatted Parcels, as more particularly described on the Series 2018 Assessment Roll on page A-7.

The Series 2018 Assessments will initially be levied in the estimated principal amount of \$4,045,000 and shall be structured in the same manner as the Series 2018 Bonds, so that revenues from the Series 2018 Assessments are sufficient to fulfill the debt service requirements for the Series 2018 Bonds.

<sup>1</sup> Note that, as required by Resolution 2017-06, a portion of the Developer Contribution, in the amount of \$425,902.57, is not reimbursable to the Developer but instead is required to "buy down" the Series 2016 Assessments. As noted herein, there are additional contributions required for the Series 2018 Assessments.



The Series 2018 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in thirty (30) yearly installments of principal and interest (excluding the capitalized interest period). Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on November 1, 2049. The first scheduled payment of coupon interest will be due on May 1, 2019, although interest will be capitalized through November 1, 2019. The annual principal payment will be due each November 1 thereafter until final maturity, with the maximum annual debt service (MADS) estimated to be \$274,131.26. The general financing terms of the Series 2018 Bonds are summarized on Table 3.

The Series 2018 Bonds will be secured by the pledged revenues from the Series 2018 Assessments which will be ultimately levied and imposed on the various benefiting land uses in Phase 2 of Assessment Area One, expected to be 258 units, but will initially be levied over the land within Phase 2 of Assessment Area One and ultimately allocated on a first-platted, first-assessed basis.

It is expected that the Series 2018 Assessment installments assigned to Platted Units not owned by the Landowner will be collected via the Manatee County property tax bill process (Uniform Method) <sup>2</sup>. Accordingly, the Series 2018 Assessments have been adjusted to allow for current County collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 7.0%, but this may fluctuate as provided by law.

## VI. ASSESSMENT ALLOCATION - SERIES 2018 ASSESSMENTS

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's Assessment Area One Project. As stated therein, the Assessment Area One Project cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology.

Per Section IV above, the Series 2018 Bonds will fund a portion of the District's Series 2018 Project, which is expected to be constructed in a manner generally proportionate to the construction of improvements for the Assessment Area One Project. Accordingly, it is expected that the improvements funded by the Series 2018 Bonds will confer benefit on the District's developable parcels within Phase 2 of Assessment Area One in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. The benefit conferred by the Series 2018 Bonds equals or exceeds the amount of the Series 2018 Assessments. Therefore, it is proper to impose Series 2018 Assessments on the units specified in Table 5, as well as the District's Series 2018 Assessment Roll.

<sup>2</sup> The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indenture, Florida law, assessment resolutions, and/or other applicable agreements.



## A. Assessment Allocation

The Series 2018 Assessments are expected to ultimately be allocated to the units shown on Table 5 using target annual assessments provided by the Landowner. As allocated, the Series 2018 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report and are fairly and reasonably allocated across all benefitted properties. The District will recognize in-kind contributions of infrastructure by the Landowner in the estimated amount of \$677,678.64 as an assessment credit to the product types specified in Table 6, in order to reach target assessment levels. See Table 6 for the contribution calculation.

The Series 2018 Assessment Roll is located on page A-6.

## **B.** Assignment of Assessments

The Series 2018 Bonds and Series 2018 Assessments have been sized based on the expectation that the Series 2018 Assessments will be fully absorbed by the 258 planned Platted Units shown on Table 5. However, the proposed Series 2018 Assessments securing the Series 2018 Bonds will be levied over all of the Phase 2 land within Assessment Area One and will ultimately be assigned on a first-platted first-assessed basis.

Certain Series 2018 Assessments will immediately attach to existing platted lots, as shown in the Assessment Roll on Page A-6. However, since the majority of lands subject to the Series 2018 Assessments currently consist of Unplatted Parcels, the balance of the Series 2018 Assessments will be initially levied on these Unplatted Parcels on an equal assessment per-acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Series 2018 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5, thereby reducing the Series 2018 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2018 Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per-acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Landowner, Series 2018 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Landowner to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units that are ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).



In the event developable lands that derive benefit from the Assessment Area One Project are added to the District's Assessment Area One boundaries, whether by boundary amendment or increase in density, Series 2018 Assessments will be allocated to such lands upon development, pursuant to the methodology described herein.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construct to relieve any party of contractual or other obligations to the District.

## VII. PREPAYMENT AND TRUE-UP OF SERIES 2018 ASSESSMENTS

The Series 2018 Assessments encumbering a Platted Unit may be prepaid in full at anytime, without penalty, together with interest at the rate on the Series 2018 Bonds to the Interest Payment Date (as defined in the Indenture) that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the Platted Unit being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2018 Assessment program is predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 5, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. The District's Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat that includes the lesser of (i) at least 50% of the acres within the District, or (ii) at least 50% of the planned units for the District. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2018 Assessments to the product types being platted and the remaining property in accordance with this Assessment Report and cause the Assessments to be recorded in the District's Improvement Lien Book. Once the Series 2018 Assessments are fully absorbed by platted units, any remaining platted units and/or lands may be subject to future debt assessments, or the Assessments may be reallocated. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2018 Assessments able to be assigned to the planned units described in this report, as determined by comparing the debt per acre amounts on the remaining unplatted lands before and after presentation of the Proposed Plat, then the District shall, require the Landowner of the lands encompassed



by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2018 Assessments resulting from the reduction of planned units and which True-Up Payment shall become due and payable prior to the District's approval of the plat, in addition to the regular assessment installment payable for lands owned by the Landowner for that tax year. A change in development may also result in the need for an additional contribution of infrastructure, in order to maintain target assessment levels (if applicable).

Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties within Phase 2 of Assessment Area One or otherwise take such action as permitted by law to address the reconfiguration.

### VIII. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, including the District Engineer, District Underwriter and the Landowner. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the Trevesta Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Trevesta Community Development District with financial advisory services or offer investment advice in any form.



**EXHIBIT A:** 

**ALLOCATION METHODOLOGY** 



TABLE 1: CURRENT SERIES 2018 DEVELOPMENT PLAN							
VILLAGE							
A-1B	B-2B	B-2C	E	TOTAL			
0	0	0	50	50	Units		
35	22	2	0	59	Units		
27	31	2	10	70	Units		
0	27	3	0	30	Units		
0	12	0	37	49	Units		
62	92	7	97	258	•		
	A-1B 0 35 27 0 0	VILL  A-1B B-2B  0 0  35 22  27 31  0 27  0 12	VILLAGE           A-1B         B-2B         B-2C           0         0         0           35         22         2           27         31         2           0         27         3           0         12         0	VILLAGE           A-1B         B-2B         B-2C         E           0         0         0         50           35         22         2         0           27         31         2         10           0         27         3         0           0         12         0         37	VILLAGE           A-1B         B-2B         B-2C         E         TOTAL           0         0         0         50         50           35         22         2         0         59           27         31         2         10         70           0         27         3         0         30           0         12         0         37         49		

TABLE 2: TOTAL SERIES 2018 PROJECT COST DETAIL	L
DESCRIPTION	TOTAL ESTIMATED COST
Roadways (Outside of Gates)	\$983,000.00
Shared Roadways (Outside of Gates)	\$175,000.00
Stormwater Management	\$3,000,000.00
Utilities (Water, Sewer)	\$1,800,000.00
Shared Utilities (Water, Sewer)	\$100,000.00
Offsite Improvements	\$225,000.00
Landscaping/Lighting	\$600,000.00
Professional Services	\$375,000.00
Shared Professional Services	\$20,000.00
Contingency	\$700,000.00
Shared Contingency	\$30,000.00
Total Series 2018 Project Costs	\$8,008,000.00
Series 2018 Project Costs Funded by Series 2018 Bonds	\$3,401,577.38
Landowner in-kind contribution of infrastructure to achieve target assessment levels	\$677,678.64 (1)
Remaining Series 2018 Project costs funded by the Landowner	\$3,928,743.98
	\$8,008,000.00
NOTE: Infrastructure cost estimates provided by District Engineer.	
(1) See Table 6 for calculation.	



TADIE 2. CINIANCING	INICODMATION	SERIES 2018 BONDS
I ADLE 3. FINANCING	INCURINATION -	GERIES ZUTO BUNDS

Issue Date December 19, 2018
Final Maturity November 1, 2049
Average Coupon Rate 5.298%
Maximum Annual Debt Service (MADS) \$274,131.26

SOURCES:

PAR AMOUNT \$4,045,000.00

USES:

 Project Fund
 (\$3,401,577.38)

 Capitalized Interest (through 11/1/2019)
 (\$181,924.17)

 DSRF (75% MADS)
 (\$205,598.45)

 Underwriter's Discount (2%)
 (\$80,900.00)

 Cost of Issuance
 (\$175,000.00)

 Total Uses
 (\$4,045,000.00)

Source: District Underwriter.

## TABLE 4: FINANCING INFORMATION - SERIES 2018 ASSESSMENTS (1)

Average Coupon Rate 5.298% First Installment FY 2019/2020 Final Installment FY 2048/2049

## Aggregate Initial Principal Amount \$4,045,000.00

 Aggregate Annual Installment
 \$274,300.00 (2)

 Estimated Collection Costs
 3.00%
 \$8,483.51 (3)

 Estimated Early Payment Discount
 4.00%
 \$11,782.65 (3)

 Total Annual Installment
 \$294,566.15

- (1) Ultimate collection schedule at the District's discretion.
- (2) Based on target annual installments.
- (3) May vary as provided by law.



TABLE 5: ASSESSMENT ALLOCATION - SERIES 2018 ASSESSMENTS (1)

PRODUCT	UNITS (2)	PRODUCT TOTAL PRINCIPAL (3)	PER UNIT TOTAL PRINCIPAL	PRODUCT ANNUAL INSTLMT. (3)(4)	PER UNIT ANNUAL INSTLMT. (4)
Villa	50	\$737,331.39	\$14,746.63	\$53,694.16	\$1,073.88
Single Family 40'	59	\$783,045.94	\$13,271.97	\$57,023.20	\$966.49
Single Family 50'	60	\$884,797.67	\$14,746.63	\$64,432.99	\$1,073.88
Single Family 50' (E)	10	\$176,959.53	\$17,695.95	\$12,886.60	\$1,288.66
Single Family 60' (B-2B)	27	\$398,158.95	\$14,746.63	\$28,994.85	\$1,073.88
Single Family 60' (B-2C)	3	\$53,087.86	\$17,695.95	\$3,865.98	\$1,288.66
Single Family 60' (gated)	49	\$1,011,618.67	\$20,645.28	\$73,668.38	\$1,503.44
	258	\$4,045,000.00		\$294,566.15	

- (1) Allocation of Series 2018 Assessments based on target assessment levels. There will be a recognized in-kind contribution of infrastructure by the Landowner as an assessment credit to certain unit types in order to reach target assessment levels. See Table 6 for the contribution calculation.
- (2) With the Series 2016 Assessments having been fully assigned to 296 units, the Series 2018 Assessments will be allocated next on a first-platted first-assessed basis, and are expected to be absorbed by the 258 platted units shown here.
- (3) Product total shown for illustrative purposes only and are not fixed per product type.
- (4) Includes estimated Manatee County collection costs/payment discounts, which may fluctuate.



TABLE 6: CONTRIBUTION CALCULATION(1)								
PRODUCT	UNITS	EAU	TOTAL COSTS FUNDED	FUNDED COSTS PER UNIT (3)	COSTS PER UNIT BY EAU	CONTRIBUTION PER UNIT	TOTAL CONTRIBUTION (4)	
Villa	50	0.76	\$620,046.92	\$12,400.94	\$12,400.94	\$0.00	\$0.00	
Single Family 40'	59	0.80	\$658,489.82	\$11,160.84	\$13,053.62	\$1,892.77	\$111,673.71	
Single Family 50'	60	1.00	\$744,056.30	\$12,400.94	\$16,317.02	\$3,916.09	\$234,965.15	
Single Family 50' (E)	10	1.00	\$148,811.26	\$14,881.13	\$16,317.02	\$1,435.90	\$14,358.98	
Single Family 60' (B-2B)	27	1.20	\$334,825.33	\$12,400.94	\$19,580.43	\$7,179.49	\$193,846.25	
Single Family 60' (B-2C)	3	1.20	\$44,643.38	\$14,881.13	\$19,580.43	\$4,699.30	\$14,097.91	
Single Family 60' (gated)	49	1.20	\$850,704.37	\$17,361.31	\$19,580.43	\$2,219.12	\$108,736.65	
	258	-	\$3,401,577.38				\$677,678.64	

- (1) All numbers are based on construction cost and thus are net of financing costs.
- (2) Total Series 2018 Project costs to be funded with Series 2018 Bonds. See Table 2.
- (3) Per unit costs funded with Series 2018 Bonds.
- (4) Total contribution of infrastructure due to the difference between the target and EAU allocation. See Table 2 for the application of the contribution.



TREVESTA COMMUNITY DEVELOPMENT DISTRICT SERIES 2018 ASSESSMENT ROLL				
Folio	Series 2018 Annual (1)			
**See legal description	\$4,045,000.00	\$294,566.15		

(1) Includes estimated Manatee County collection costs/payment discounts, which may fluctuate.



## Lands subject to 2018 Debt Assessments (within Revised Assessment Area One)

**DESCRIPTION**: ALL OF TREVESTA – PHASE IA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 166 THROUGH 196 ALONG WITH ALL OF TREVESTA – PHASE IIA, ACCORDING TO PLAT BOOK 62, PAGES 134 THROUGH 139, TOGETHER WITH A PART OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 192-A, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TREVESTA - PHASE IA, RUN THENCE S.01°54'13"W., A DISTANCE OF 122.23 FEET; THENCE S.22°24'32"W., A DISTANCE OF 397.53 FEET; THENCE EASTERLY, 17.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 02°06'49" (CHORD BEARING S.68°38'53"E., 17.52 FEET); THENCE S.20°17'43"W., A DISTANCE OF 170.00 FEET; THENCE EASTERLY, 21.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 01°56'39" (CHORD BEARING S.70°40'37"E., 21.89 FEET); THENCE S.31°20'33"W., A DISTANCE OF 55.88 FEET; THENCE SOUTHWESTERLY, 311.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1855.00 FEET AND A CENTRAL ANGLE OF 09°37'41" (CHORD BEARING S.26°31'42"W., 311.35 FEET); THENCE SOUTHWESTERLY, 583.74 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 29°12'37" (CHORD BEARING S.36°19'10"W., 577.44 FEET); THENCE S.50°55'29"W., A DISTANCE OF 150.78 FEET; THENCE N.26°34'27"W., A DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY, 115.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 10°16'48" (CHORD BEARING N.31°42'50"W., 115.57 FEET); THENCE N.39°04'31"W., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 263.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 23°22'14" (CHORD BEARING N.52°58'55"W., 261.27 FEET); THENCE NORTHWESTERLY, 101.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 15°58'50" (CHORD BEARING N.56°40'36"W., 101.47 FEET); THENCE NORTHWESTERLY, 86.32 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 19°23'41" (CHORD BEARING N.38°59'21"W., 85.91 FEET); THENCE S.60°42'30"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHEASTERLY, 33.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°04'02" (CHORD BEARING S.31°49'31"E., 33.15 FEET); THENCE S.55°38'28"W., A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY, 27.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 02°52'42" (CHORD BEARING S.35°47'53"E., 27.38 FEET); THENCE SOUTHWESTERLY, 52.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 11°49'26" (CHORD BEARING S.55°52'05"W., 52.53 FEET); THENCE N.40°02'38"W., A DISTANCE OF 120.00 FEET; THENCE

SOUTHWESTERLY. 5.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 00°49'14" (CHORD BEARING S.49°32'45"W., 5.37 FEET); THENCE N.40°51'52"W., A DISTANCE OF 166.78 FEET; THENCE S.89°46'03"E., A DISTANCE OF 54.64 FEET; THENCE N.68°20'40"E., A DISTANCE OF 26.32 FEET; THENCE S.84°15'46"E., A DISTANCE OF 46.31 FEET; THENCE N.65°14'08"E., A DISTANCE OF 54.99 FEET; THENCE S.80°21'31"E., A DISTANCE OF 31.14 FEET; THENCE N.15°23'04"E., A DISTANCE OF 65.54 FEET; THENCE N.06°44'45"E., A DISTANCE OF 51.10 FEET; THENCE N.58°57'04"W., A DISTANCE OF 37.46 FEET; THENCE N.32°04'05"E., A DISTANCE OF 31.00 FEET; THENCE N.04°40'41"W., A DISTANCE OF 63.68 FEET; THENCE N.09°21'22"E., A DISTANCE OF 26.32 FEET; THENCE N.16°49'11"E., A DISTANCE OF 51.46 FEET; THENCE N.04°31'03"W., A DISTANCE OF 97.21 FEET; THENCE NORTHWESTERLY, 36.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14" (CHORD BEARING N.46°19'40"W., 33.33 FEET); THENCE N.01°51'43"E., A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°55'33" (CHORD BEARING N.88°53'56"E., 38.77 FEET); THENCE N.04°03'50"W., A DISTANCE OF 639.36 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°18'28"W., A DISTANCE OF 148.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33, S.89°21'04"W., A DISTANCE OF 173.11 FEET; THENCE N.44°53'59"W., A DISTANCE OF 26.03 FEET; THENCE NORTHWESTERLY, 9.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°18'05" (CHORD BEARING N.54°03'02"W., 9.54 FEET); THENCE N.63°12'04"W., A DISTANCE OF 16.41 FEET; THENCE WESTERLY, 10.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°46'00" (CHORD BEARING N.73°35'04"W., 10.81 FEET); THENCE N.83°58'04"W., A DISTANCE OF 64.46 FEET; THENCE WESTERLY, 9.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°54'29" (CHORD BEARING S.86°34'41"W., 9.86 FEET); THENCE S.77°07'26"W., A DISTANCE OF 58.03 FEET; THENCE N.87°11'47"W., A DISTANCE OF 46.05 FEET; THENCE WESTERLY, 2.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 04°57'51" (CHORD BEARING N.89°40'42"W., 2.60 FEET);THENCE S.87°50'22"W., A DISTANCE OF 52.93 FEET; THENCE WESTERLY, 11.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°15'51" (CHORD BEARING S.77°12'27"W., 11.07 FEET); THENCE S.66°34'31"W., A DISTANCE OF 50.77 FEET; THENCE SOUTHWESTERLY, 15.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 29°20'00" (CHORD BEARING S.51°54'31"W., 15.19 FEET) TO A POINT ON AFORESAID NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°21'04"W., A DISTANCE OF 419.85 FEET; THENCE N.60°17'11"W., A DISTANCE OF 40.97 FEET; THENCE WESTERLY, 17.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°56'42" (CHORD BEARING N.77°15'32"W., 17.51 FEET); THENCE S.85°46'07"W., A DISTANCE OF 22.06 FEET; THENCE N.83°49'47"W., A DISTANCE OF 80.11 FEET; THENCE N.74°50'30"W., A DISTANCE OF 59.77 FEET; THENCE WESTERLY, 7.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 14°47'26" (CHORD BEARING N.82°14'13"W., 7.72 FEET);

THENCE N.89°37'55"W., A DISTANCE OF 83.69 FEET; THENCE WESTERLY, 7.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 13°25'54" (CHORD BEARING S.83°39'08"W., 7.02 FEET); THENCE S.76°56'11"W., A DISTANCE OF 25.89 FEET; THENCE N.62°17'36"W., A DISTANCE OF 61.12 FEET; THENCE NORTHWESTERLY, 21.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 41°16'57" (CHORD BEARING N.41°39'07"W., 21.15 FEET); THENCE N.21°00'39"W., A DISTANCE OF 10.55 FEET; THENCE N.79°46'03"W., A DISTANCE OF 14.42 FEET; THENCE NORTHWESTERLY, 38.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 72°38'09" (CHORD BEARING N.43°26'59"W., 35.54 FEET); THENCE N.07°07'54"W., A DISTANCE OF 34.50 FEET; THENCE N.26°16'27"W., A DISTANCE OF 27.86 FEET; THENCE N.27°00'30"W., A DISTANCE OF 30.88 FEET; THENCE N.56°14'44"W., A DISTANCE OF 24.07 FEET; THENCE NORTHWESTERLY, 17.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°54'07" (CHORD BEARING N.39°17'41"W., 17.49 FEET); THENCE N.22°20'37"W., A DISTANCE OF 12.13 FEET; THENCE N.72°59'30"W., A DISTANCE OF 7.44 FEET; THENCE NORTHWESTERLY, 20.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 38°25'35" (CHORD BEARING N.53°46'43"W., 19.75 FEET); THENCE N.34°33'55"W., A DISTANCE OF 17.14 FEET; THENCE S.84°19'55"W., A DISTANCE OF 149.07 FEET; THENCE NORTHERLY, 62.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3940.00 FEET AND A CENTRAL ANGLE OF 00°54'08" (CHORD BEARING N.05°13'02"W., 62.04 FEET); THENCE NORTHERLY, 390.63 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4060.00 FEET AND A CENTRAL ANGLE OF 05°30'45" (CHORD BEARING N.07°31'20"W., 390.48 FEET); THENCE N.10°16'43"W., A DISTANCE OF 828.32 FEET; THENCE S.79°43'17"W., A DISTANCE OF 170.00 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY FOR INTERSTATE 75, ALSO KNOWN AS STATE ROAD 93, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.10°16'43"W., A DISTANCE OF 343.50 FEET; 2) NORTHERLY, 399.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5587.58 FEET AND A CENTRAL ANGLE OF 04°05'49" (CHORD BEARING N.08°13'49"W., 399.44 FEET); THENCE N.89°39'02"E., A DISTANCE OF 270.32 FEET; THENCE S.49°36'48"E., A DISTANCE OF 75.30 FEET; THENCE NORTHEASTERLY, 194.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 14°39'34" (CHORD BEARING N.47°42'59"E., 193.92 FEET); THENCE N.55°02'47"E., A DISTANCE OF 42.46 FEET; THENCE NORTHEASTERLY, 618.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 55°23'45" (CHORD BEARING N.27°20'54"E., 594.96 FEET); THENCE N.00°20'58"W., A DISTANCE OF 309.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.80°20'47"E., A DISTANCE OF 5.59 FEET; 2) N.00°59'46"W., A DISTANCE OF 20.66 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, ACCORDING TO ROAD PLAT BOOK 2, PAGE 3, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, N.89°39'02"E., A DISTANCE OF 149.72 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED

RIGHT-OF-WAY, SOUTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°39'02"W., 49.50 FEET); THENCE S.00°20'58"E., A DISTANCE OF 296.38 FEET; THENCE SOUTHERLY, 296.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 22°19'09" (CHORD BEARING S.10°48'36"W., 294.18 FEET); THENCE N.89°39'02"E., A DISTANCE OF 278.12 FEET; THENCE S.00°20'58"E., A DISTANCE OF 127.00 FEET; THENCE N.89°39'02"E., A DISTANCE OF 378.14 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TREVESTA – PHASE IA, THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TREVESTA - PHASE IA, THE FOLLOWING FOURTEEN (14) COURSES: 1) EASTERLY, 46.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°55'02" (CHORD BEARING S.87°53'27"E., 46.76 FEET); 2) N.00°20'58"W., A DISTANCE OF 144.01 FEET; 3) N.89°39'02"E., A DISTANCE OF 291.24 FEET; 4) NORTHERLY, 183.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1042.00 FEET AND A CENTRAL ANGLE OF 10°05'03" (CHORD BEARING N.05°23'29"W., 183.16 FEET); 5) N.00°20'58"W., A DISTANCE OF 387.55 FEET; 6) NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.45°20'58"W., 49.50 FEET); 7) N.89°39'02"E., A DISTANCE OF 880.69 FEET; 8) S.00°26'33"W., A DISTANCE OF 242.02 FEET; 9) N.89°39'02"E., A DISTANCE OF 180.02 FEET; 10) S.00°26'33"W., A DISTANCE OF 357.22 FEET; 11) N.88°20'49"E., A DISTANCE OF 697.50 FEET; 12) S.01°55'34"W., A DISTANCE OF 1302.26 FEET; 13) N.88°48'08"E., A DISTANCE OF 330.08 FEET; 14) S.01°54'13"W., A DISTANCE OF 1305.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 247.477 ACRES, MORE OR LESS.

<u>LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK 64, PAGE 18, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA.

#### Exhibit C:

### Legal Description of Assessment Area One – Phase 2

**DESCRIPTION**: ALL OF TREVESTA – PHASE IA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 166 THROUGH 196 ALONG WITH ALL OF TREVESTA – PHASE IIA, ACCORDING TO PLAT BOOK 62, PAGES 134 THROUGH 139, TOGETHER WITH A PART OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 192-A, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TREVESTA - PHASE IA, RUN THENCE S.01°54'13"W., A DISTANCE OF 122.23 FEET; THENCE S.22°24'32"W., A DISTANCE OF 397.53 FEET; THENCE EASTERLY, 17.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 02°06'49" (CHORD BEARING S.68°38'53"E., 17.52 FEET); THENCE S.20°17'43"W., A DISTANCE OF 170.00 FEET; THENCE EASTERLY, 21.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 01°56'39" (CHORD BEARING S.70°40'37"E., 21.89 FEET); THENCE S.31°20'33"W., A DISTANCE OF 55.88 FEET; THENCE SOUTHWESTERLY, 311.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1855.00 FEET AND A CENTRAL ANGLE OF 09°37'41" (CHORD BEARING S.26°31'42"W., 311.35 FEET); THENCE SOUTHWESTERLY, 583.74 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 29°12'37" (CHORD BEARING S.36°19'10"W., 577.44 FEET); THENCE S.50°55'29"W., A DISTANCE OF 150.78 FEET; THENCE N.26°34'27"W., A DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY, 115.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 10°16'48" (CHORD BEARING N.31°42'50"W., 115.57 FEET); THENCE N.39°04'31"W., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 263.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 23°22'14" (CHORD BEARING N.52°58'55"W., 261.27 FEET); THENCE NORTHWESTERLY, 101.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 15°58'50" (CHORD BEARING N.56°40'36"W., 101.47 FEET); THENCE NORTHWESTERLY, 86.32 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 19°23'41" (CHORD BEARING N.38°59'21"W., 85.91 FEET); THENCE S.60°42'30"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHEASTERLY, 33.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°04'02" (CHORD BEARING S.31°49'31"E., 33.15 FEET); THENCE S.55°38'28"W., A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY, 27.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 02°52'42" (CHORD BEARING S.35°47'53"E., 27.38 FEET); THENCE SOUTHWESTERLY, 52.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 11°49'26" (CHORD BEARING S.55°52'05"W., 52.53 FEET); THENCE N.40°02'38"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY, 5.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 00°49'14" (CHORD BEARING S.49°32'45"W., 5.37 FEET); THENCE N.40°51'52"W., A DISTANCE OF 166.78 FEET; THENCE S.89°46'03"E., A DISTANCE OF 54.64 FEET; THENCE N.68°20'40"E., A DISTANCE OF 26.32 FEET; THENCE S.84°15'46"E., A DISTANCE OF 46.31 FEET; THENCE N.65°14'08"E., A DISTANCE OF 54.99 FEET; THENCE S.80°21'31"E., A DISTANCE OF 31.14 FEET; THENCE N.15°23'04"E., A DISTANCE OF 65.54 FEET; THENCE N.06°44'45"E., A DISTANCE OF 51.10 FEET; THENCE N.58°57'04"W., A DISTANCE OF 37.46 FEET; THENCE N.32°04'05"E., A DISTANCE OF 31.00 FEET; THENCE N.04°40'41"W., A DISTANCE OF 63.68 FEET; THENCE N.09°21'22"E., A DISTANCE OF 26.32 FEET; THENCE N.16°49'11"E., A DISTANCE OF 51.46 FEET; THENCE N.04°31'03"W., A DISTANCE OF 97.21 FEET; THENCE NORTHWESTERLY, 36.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14" (CHORD BEARING N.46°19'40"W., 33.33 FEET); THENCE N.01°51'43"E., A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°55'33" (CHORD BEARING N.88°53'56"E., 38.77 FEET); THENCE N.04°03'50"W., A DISTANCE OF 639.36 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°18'28"W., A DISTANCE OF

148.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33, S.89°21'04"W., A DISTANCE OF 173.11 FEET; THENCE N.44°53'59"W., A DISTANCE OF 26.03 FEET; THENCE NORTHWESTERLY, 9.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°18'05" (CHORD BEARING N.54°03'02"W., 9.54 FEET); THENCE N.63°12'04"W., A DISTANCE OF 16.41 FEET; THENCE WESTERLY, 10.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°46'00" (CHORD BEARING N.73°35'04"W., 10.81 FEET); THENCE N.83°58'04"W., A DISTANCE OF 64.46 FEET; THENCE WESTERLY, 9.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°54'29" (CHORD BEARING S.86°34'41"W., 9.86 FEET); THENCE S.77°07'26"W., A DISTANCE OF 58.03 FEET; THENCE N.87°11'47"W., A DISTANCE OF 46.05 FEET; THENCE WESTERLY, 2.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 04°57'51" (CHORD BEARING N.89°40'42"W., 2.60 FEET); THENCE S.87°50'22"W., A DISTANCE OF 52.93 FEET; THENCE WESTERLY, 11.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°15'51" (CHORD BEARING S.77°12'27"W., 11.07 FEET); THENCE S.66°34'31"W., A DISTANCE OF 50.77 FEET; THENCE SOUTHWESTERLY, 15.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 29°20'00" (CHORD BEARING S.51°54'31"W., 15.19 FEET) TO A POINT ON AFORESAID NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°21'04"W., A DISTANCE OF 419.85 FEET; THENCE N.60°17'11"W., A DISTANCE OF 40.97 FEET; THENCE WESTERLY, 17.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°56'42" (CHORD BEARING N.77°15'32"W., 17.51 FEET); THENCE S.85°46'07"W., A DISTANCE OF 22.06 FEET; THENCE N.83°49'47"W., A DISTANCE OF 80.11 FEET; THENCE N.74°50'30"W., A DISTANCE OF 59.77 FEET; THENCE WESTERLY, 7.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 14°47'26" (CHORD BEARING N.82°14'13"W., 7.72 FEET); THENCE N.89°37'55"W., A DISTANCE OF 83.69 FEET; THENCE WESTERLY, 7.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 13°25'54" (CHORD BEARING S.83°39'08"W., 7.02 FEET); THENCE S.76°56'11"W., A DISTANCE OF 25.89 FEET; THENCE N.62°17'36"W., A DISTANCE OF 61.12 FEET; THENCE NORTHWESTERLY, 21.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 41°16'57" (CHORD BEARING N.41°39'07"W., 21.15 FEET); THENCE N.21°00'39"W., A DISTANCE OF 10.55 FEET; THENCE N.79°46'03"W., A DISTANCE OF 14.42 FEET; THENCE NORTHWESTERLY, 38.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 72°38'09" (CHORD BEARING N.43°26'59"W., 35.54 FEET); THENCE N.07°07'54"W., A DISTANCE OF 34.50 FEET; THENCE N.26°16'27"W., A DISTANCE OF 27.86 FEET; THENCE N.27°00'30"W., A DISTANCE OF 30.88 FEET; THENCE N.56°14'44"W., A DISTANCE OF 24.07 FEET; THENCE NORTHWESTERLY, 17.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°54'07" (CHORD BEARING N.39°17'41"W., 17.49 FEET); THENCE N.22°20'37"W., A DISTANCE OF 12.13 FEET; THENCE N.72°59'30"W., A DISTANCE OF 7.44 FEET; THENCE NORTHWESTERLY, 20.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 38°25'35" (CHORD BEARING N.53°46'43"W., 19.75 FEET); THENCE N.34°33'55"W., A DISTANCE OF 17.14 FEET; THENCE S.84°19'55"W., A DISTANCE OF 149.07 FEET; THENCE NORTHERLY, 62.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3940.00 FEET AND A CENTRAL ANGLE OF 00°54'08" (CHORD BEARING N.05°13'02"W., 62.04 FEET); THENCE NORTHERLY, 390.63 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4060.00 FEET AND A CENTRAL ANGLE OF 05°30'45" (CHORD BEARING N.07°31'20"W., 390.48 FEET); THENCE N.10°16'43"W., A DISTANCE OF 828.32 FEET; THENCE S.79°43'17"W., A DISTANCE OF 170.00 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY FOR INTERSTATE 75, ALSO KNOWN AS STATE ROAD 93, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.10°16'43"W., A DISTANCE OF 343.50 FEET; 2) NORTHERLY, 399.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5587.58 FEET AND A CENTRAL ANGLE OF 04°05'49" (CHORD BEARING N.08°13'49"W., 399.44 FEET); THENCE N.89°39'02"E., A DISTANCE OF 270.32 FEET; THENCE S.49°36'48"E., A DISTANCE OF 75.30 FEET; THENCE NORTHEASTERLY, 194.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 14°39'34" (CHORD BEARING N.47°42'59"E., 193.92 FEET); THENCE N.55°02'47"E., A DISTANCE OF 42.46 FEET; THENCE NORTHEASTERLY, 618.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 55°23'45" (CHORD BEARING

N.27°20'54"E., 594.96 FEET); THENCE N.00°20'58"W., A DISTANCE OF 309.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.80°20'47"E., A DISTANCE OF 5.59 FEET; 2) N.00°59'46"W., A DISTANCE OF 20.66 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, ACCORDING TO ROAD PLAT BOOK 2, PAGE 3, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, N.89°39'02"E., A DISTANCE OF 149.72 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, SOUTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°39'02"W., 49.50 FEET); THENCE S.00°20'58"E., A DISTANCE OF 296.38 FEET; THENCE SOUTHERLY, 296.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 22°19'09" (CHORD BEARING S.10°48'36"W., 294.18 FEET); THENCE N.89°39'02"E., A DISTANCE OF 278.12 FEET; THENCE S.00°20'58"E., A DISTANCE OF 127.00 FEET; THENCE N.89°39'02"E., A DISTANCE OF 378.14 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TREVESTA - PHASE IA, THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TREVESTA - PHASE IA, THE FOLLOWING FOURTEEN (14) COURSES: 1) EASTERLY, 46.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°55'02" (CHORD BEARING S.87°53'27"E., 46.76 FEET); 2) N.00°20'58"W., A DISTANCE OF 144.01 FEET; 3) N.89°39'02"E., A DISTANCE OF 291.24 FEET; 4) NORTHERLY, 183.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1042.00 FEET AND A CENTRAL ANGLE OF 10°05'03" (CHORD BEARING N.05°23'29"W., 183.16 FEET); 5) N.00°20'58"W., A DISTANCE OF 387.55 FEET; 6) NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.45°20'58"W., 49.50 FEET); 7) N.89°39'02"E., A DISTANCE OF 880.69 FEET; 8) S.00°26'33"W., A DISTANCE OF 242.02 FEET; 9) N.89°39'02"E., A DISTANCE OF 180.02 FEET; 10) S.00°26'33"W., A DISTANCE OF 357.22 FEET; 11) N.88°20'49"E., A DISTANCE OF 697.50 FEET; 12) S.01°55'34"W., A DISTANCE OF 1302.26 FEET; 13) N.88°48'08"E., A DISTANCE OF 330.08 FEET; 14) S.01°54'13"W., A DISTANCE OF 1305.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 247.477 ACRES, MORE OR LESS.

<u>LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK 64, PAGE 18, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA.

## Comp. Exhibit D:

Maturities and Coupon of 2018 Bonds Sources and Uses of Funds for 2018 Bonds Annual Debt Service Payment Due on 2018 Bonds

## BOND PRICING

Bond Componer	Maturity t Date	Amount	Rate	Yield	Price
Term 1:	11/01/2024	335,000	4.375%	4.375%	100.000
Term 2:	11/01/2029	420,000	4.750%	4.750%	100.000
Term 3:	11/01/2039	1,225,000	5.250%	5.250%	100.000
Term 4:	11/01/2049	2,065,000	5.375%	5.375%	100.000
1		4,045,000			
D Fi Pa	ated Date elivery Date .rst Coupon ar Amount riginal Issue Discount	1 0	2/19/2018 2/19/2018 5/01/2019 45,000.00		
\$ <del>-</del> 5	roduction nderwriter's Discount		45,000.00	100.000000% -2.000000%	
177	urchase Price ccrued Interest	3,9	64,100.00	98.000000%	
N	et Proceeds	3,9	64,100.00		

## SOURCES AND USES OF FUNDS

Sources:	
Bond Proceeds:	
Par Amount	4,045,000.00
	4,045,000.00
Uses:	
Project Fund Deposits:	
Escrow	1,200,000.00
Other Fund Deposits:	
DSRF (75% mads)	205,598.45
Interest Thru 11/1/2019	181,924.17
	387,522.62
Delivery Date Expenses:	
Cost of Issuance	175,000.00
Underwriter's Discount	80,900.00
	255,900.00
Other Uses of Funds:	
Construction Fund	2,201,577.38
	4,045,000.00

### BOND DEBT SERVICE

Total Bond Value	Bond Balance	Debt Service	Interest	Coupon	Principal	Period Ending
4,045,000	4,045,000	181,924.17	181,924.17			11/01/2019
3,985,000	3,985,000	269,912.50	209,912.50	4.375%	60,000	11/01/2020
3,920,000	3,920,000	272,287.50	207,287.50	4.375%	65,000	11/01/2021
3,855,000	3,855,000	269,443.76	204,443.76	4.375%	65,000	11/01/2022
3,785,000	3,785,000	271,600.00	201,600.00	4.375%	70,000	11/01/2023
3,710,000	3,710,000	273,537.50	198,537.50	4.375%	75,000	11/01/2024
3,635,000	3,635,000	270,256.26	195,256.26	4.750%	75,000	11/01/2025
3,555,000	3,555,000	271,693.76	191,693.76	4.750%	80,000	11/01/2026
3,470,000	3,470,000	272,893.76	187,893.76	4.750%	85,000	11/01/2027
3,380,000	3,380,000	273,856.26	183,856.26	4.750%	90,000	11/01/2028
3,290,000	3,290,000	269,581.26	179,581.26	4.750%	90,000	11/01/2029
3,195,000	3,195,000	270,306.26	175,306.26	5.250%	95,000	11/01/2030
3,095,000	3,095,000	270,318.76	170,318.76	5.250%	100,000	11/01/2031
2,990,000	2,990,000	270,068.76	165,068.76	5.250%	105,000	11/01/2032
2,880,000	2,880,000	269,556.26	159,556.26	5.250%	110,000	11/01/2033
2,760,000	2,760,000	273,781.26	153,781.26	5.250%	120,000	11/01/2034
2,635,000	2,635,000	272,481.26	147,481.26	5.250%	125,000	11/01/2035
2,505,000	2,505,000	270,918.76	140,918.76	5.250%	130,000	11/01/2036
2,365,000	2,365,000	274,093.76	134,093.76	5.250%	140,000	11/01/2037
2,220,000	2,220,000	271,743.76	126,743.76	5.250%	145,000	11/01/2038
2,065,000	2,065,000	274,131.26	119,131.26	5.250%	155,000	11/01/2039
1,905,000	1,905,000	270,993.76	110,993.76	5.375%	160,000	11/01/2040
1,735,000	1,735,000	272,393.76	102,393.76	5.375%	170,000	11/01/2041
1,555,000	1,555,000	273,256.26	93,256.26	5.375%	180,000	11/01/2042
1,365,000	1,365,000	273,581.26	83,581.26	5.375%	190,000	11/01/2043
1,165,000	1,165,000	273,368.76	73,368.76	5.375%	200,000	11/01/2044
955,000	955,000	272,618.76	62,618.76	5.375%	210,000	11/01/2045
735,000	735,000	271,331.26	51,331.26	5.375%	220,000	11/01/2046
505,000	505,000	269,506.26	39,506.26	5.375%	230,000	11/01/2047
260,000	260,000	272,143.76	27,143.76	5.375%	245,000	11/01/2048
25	5.	273,975.00	13,975.00	5.375%	260,000	11/01/2049
		8,337,555.67	4,292,555.67		4,045,000	

BOND DEBT SERVICE

Ending	Principal	C	_	23 23			
		Coupon	Interest	Debt Service	Debt Service	Balance	Bond Value
12/19/2018						4,045,000	4,045,000
05/01/2019			76,967.92	76,967.92		4,045,000	4,045,000
11/01/2019			104,956.25	104,956.25	181,924.17	4,045,000	4,045,000
05/01/2020			104,956.25	104,956.25	,	4,045,000	4,045,000
11/01/2020	60,000	4.375%	104,956.25	164,956.25	269,912.50	3,985,000	3,985,000
05/01/2021			103,643.75	103,643.75		3,985,000	3,985,000
11/01/2021	65,000	4.375%	103,643.75	168,643.75	272,287.50	3,920,000	3,920,000
05/01/2022	F.F. 3 F.F. F.		102,221.88	102,221.88	,	3,920,000	3,920,000
11/01/2022	65,000	4.375%	102,221.88	167,221.88	269,443.76	3,855,000	3,855,000
05/01/2023	,		100,800.00	100,800.00		3,855,000	3,855,000
11/01/2023	70,000	4.375%	100,800.00	170,800.00	271,600.00	3,785,000	3,785,000
05/01/2024	4002500	100000000000000000000000000000000000000	99,268.75	99,268.75	THURSDO BAG B	3,785,000	3,785,000
11/01/2024	75,000	4.375%	99,268.75	174,268.75	273,537.50	3,710,000	3,710,000
05/01/2025	200 To 20 To 20 To 20	100000000000000000000000000000000000000	97,628.13	97,628.13		3,710,000	3,710,000
11/01/2025	75,000	4.750%	97,628.13	172,628.13	270,256.26	3,635,000	3,635,000
05/01/2026	,		95,846.88	95,846.88		3,635,000	3,635,000
11/01/2026	80,000	4.750%	95,846.88	175,846.88	271,693.76	3,555,000	3,555,000
05/01/2027	20,000		93,946.88	93,946.88	_ 11,072.70	3,555,000	3,555,000
11/01/2027	85,000	4.750%	93,946.88	178,946.88	272,893.76	3,470,000	3,470,000
05/01/2028	05,000	1.75070	91,928.13	91,928.13	272,055.70	3,470,000	3,470,000
11/01/2028	90,000	4.750%	91,928.13	181,928.13	273,856.26	3,380,000	3,380,000
05/01/2029	30,000		89,790.63	89,790.63	272,000.20	3,380,000	3,380,000
11/01/2029	90,000	4.750%	89,790.63	179,790.63	269,581.26	3,290,000	3,290,000
05/01/2030	2 0,0 0 0		87,653.13	87,653.13	203,001.20	3,290,000	3,290,000
11/01/2030	95,000	5.250%	87,653.13	182,653.13	270,306.26	3,195,000	3,195,000
05/01/2031	>5,000	3.23070	85,159.38	85,159.38	270,500.20	3,195,000	3,195,000
11/01/2031	100,000	5.250%	85,159.38	185,159.38	270,318.76	3,095,000	3,095,000
05/01/2032	100,000	5,200,0	82,534.38	82,534.38	210,210.70	3,095,000	3,095,000
11/01/2032	105,000	5.250%	82,534.38	187,534.38	270,068.76	2,990,000	2,990,000
05/01/2033	100,000	012007	79,778.13	79,778.13	_ 10,000.10	2,990,000	2,990,000
11/01/2033	110,000	5.250%	79,778.13	189,778.13	269,556.26	2,880,000	2,880,000
05/01/2034	110,000	0.20070	76,890.63	76,890.63		2,880,000	2,880,000
11/01/2034	120,000	5.250%	76,890.63	196,890.63	273,781.26	2,760,000	2,760,000
05/01/2035	,		73,740.63	73,740.63		2,760,000	2,760,000
11/01/2035	125,000	5.250%	73,740.63	198,740.63	272,481.26	2,635,000	2,635,000
05/01/2036		E 100 10 11	70,459.38	70,459.38		2,635,000	2,635,000
11/01/2036	130,000	5.250%	70,459.38	200,459.38	270,918.76	2,505,000	2,505,000
05/01/2037	1		67,046.88	67,046.88		2,505,000	2,505,000
11/01/2037	140,000	5.250%	67,046.88	207,046.88	274,093.76	2,365,000	2,365,000
05/01/2038			63,371.88	63,371.88		2,365,000	2,365,000
11/01/2038	145,000	5.250%	63,371.88	208,371.88	271,743.76	2,220,000	2,220,000
05/01/2039	121023755	E 100 10 11	59,565.63	59,565.63		2,220,000	2,220,000
11/01/2039	155,000	5.250%	59,565.63	214,565.63	274,131.26	2,065,000	2,065,000
05/01/2040	Andrews J House		55,496.88	55,496.88	THOSE R. J. PRINCIPOLITIC OF	2,065,000	2,065,000
11/01/2040	160,000	5.375%	55,496.88	215,496.88	270,993.76	1,905,000	1,905,000
05/01/2041	60		51,196.88	51,196.88		1,905,000	1,905,000
11/01/2041	170,000	5.375%	51,196.88	221,196.88	272,393.76	1,735,000	1,735,000
05/01/2042	,000		46,628.13	46,628.13		1,735,000	1,735,000
11/01/2042	180,000	5.375%	46,628.13	226,628.13	273,256.26	1,555,000	1,555,000
05/01/2043	2013/2014 (2) 73170,701	00070000 00EYEEVEEVEEV	41,790.63	41,790.63		1,555,000	1,555,000
11/01/2043	190,000	5.375%	41,790.63	231,790.63	273,581.26	1,365,000	1,365,000
05/01/2044	2		36,684.38	36,684.38		1,365,000	1,365,000
11/01/2044	200,000	5.375%	36,684.38	236,684.38	273,368.76	1,165,000	1,165,000
05/01/2045		10 meninger 19	31,309.38	31,309.38		1,165,000	1,165,000
11/01/2045	210,000	5.375%	31,309.38	241,309.38	272,618.76	955,000	955,000
	•					-	

## BOND DEBT SERVICE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2046			25,665.63	25,665.63		955,000	955,000
11/01/2046	220,000	5.375%	25,665.63	245,665.63	271,331.26	735,000	735,000
05/01/2047	W. 25 100 cg. 5-0 50 cm.		19,753.13	19,753.13	Page 2000 v. 2007 Partie Page 1 2000 2009 2009	735,000	735,000
11/01/2047	230,000	5.375%	19,753.13	249,753.13	269,506.26	505,000	505,000
05/01/2048	-		13,571.88	13,571.88		505,000	505,000
11/01/2048	245,000	5.375%	13,571.88	258,571.88	272,143.76	260,000	260,000
05/01/2049			6,987.50	6,987.50		260,000	260,000
11/01/2049	260,000	5.375%	6,987.50	266,987.50	273,975.00		
	4,045,000		4,292,555.67	8,337,555.67	8,337,555.67		

# Tab 6

## COMPLETION AGREEMENT (2018 Bonds)

THIS COMPLETION AGREEMENT ("Agreement") is made and entered into, by and between:

**Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

**VK Trevesta LLC,** a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**").

### **RECITALS**

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary developer of certain lands in within the boundaries of the District; and

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the "Assessment Area One – Phase 2 Project" a/k/a "2018 Project" (herein, "**Project**");

WHEREAS, the Project is anticipated to cost approximately \$8,008,000 and is described in the Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018 ("Engineer's Report"), and is attached to this Agreement as Exhibit A; and

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its \$4,045,000 Special Assessment Bonds, Series 2018 ("2018 Bonds"); and

**WHEREAS**, in order to ensure that the Project is completed, the Developer and the District hereby agree that the District will be obligated to issue no more than \$4,045,000 in 2018 Bonds to fund the Project and, subject to the terms and conditions of this Agreement, the Developer will make provision for any additional funds that may be needed in the future for the completion of the Project.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

- 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed 2018 Bonds will provide only a portion of the funds necessary to complete the Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the 2018 Bonds.
  - a. Subject to Existing Contract When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
  - b. Not Subject to Existing Contract When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.
  - c. Future Bonds The parties agree that any funds provided by Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the 2018 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Developer in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness - other than the 2018 Bonds – to provide funds for any portion of the Remaining Improvements. The Developer shall be required to meet its obligations hereunder and complete the Project

regardless whether the District issues any future bonds (other than the 2018 Bonds) or otherwise pays the Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and thus does not reimburse the Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

### 3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

- a. Material Changes to Project The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. Conveyances The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.
- 4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
- 5. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- 8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at

the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- 9. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- 10. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2018 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Owners of the 2018 Bonds, which consent shall not be unreasonably withheld.

- 11. **ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.
- 12. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.
- 13. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.
- 14. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

- 15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.
- 17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

**WHEREFORE,** the parties below execute the Completion Agreement to be effective as of the 19<sup>th</sup> day of December, 2018.

TREVESTA COMMUNITY DEVELOPMENT DISTRICT						
By: Its:						
Its:						
VK TREVESTA LLC						
By:						
Its:						

**Exhibit A:** Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018

This instrument was prepared by:

HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

## TRUE-UP AGREEMENT (2018 Bonds)

**THIS TRUE-UP AGREEMENT (2018 BONDS)** ("Agreement") is made and entered into as of this 19<sup>th</sup> of December, 2018, by and between:

**Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

**VK Trevesta LLC,** a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**").

#### RECITALS

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS,** the Developer is currently the owner and primary developer of the lands ("**Property**") within the District, as described in **Exhibit A** attached hereto; and

WHEREAS, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "2018 Project" (herein, "Project") and as defined in the Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018 (together, "Engineer's Report"); and

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of \$4,045,000 Special Assessment Bonds, Series 2018 ("**2018 Bonds**"); and

**WHEREAS**, pursuant to Resolution Nos. 2015-26, 2015-27, 2015-34, 2016-03, 2016-04, 2017-06, 2018-11, 2018-12 and 2019-03 (together, "Assessment Resolutions"), the District has taken certain

steps necessary to impose debt service special assessment lien(s) ("**Debt Assessments**") on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2018 Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the Amended Master Special Assessment Allocation Report – Assessment Area One, dated May 18, 2015, as amended August 2, 2018, and as supplemented by the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018 (together, "Assessment Report"), which is on file with the District and expressly incorporated herein by this reference; and

**WHEREAS,** Developer agrees that the Property benefits from the timely design, construction, or acquisition of the Project; and

WHEREAS, Developer agrees that the Debt Assessments, which were imposed on the lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the District, which assumptions were provided by Developer; and

WHEREAS, Developer intends to plat and develop its lands within the District based on thenexisting market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as reconfigured – i.e., a "true-up" payment.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- 2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt

Assessments. Developer further agrees that to the extent Developer fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Manatee County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

- 3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the improvements.
- 4. SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS. The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Debt Assessments resulting from the reduction of planned units. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferred shall be in its sole discretion, and such decision may require that the Developer provide additional information. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Debt Assessments to pay debt service on the 2018 Bonds and the District will conduct new proceedings under Chapter 170, Florida Statutes upon the advice of District Counsel. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the 2018 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up

Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the 2018 Bonds)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

- 5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Debt Assessments and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.
- 6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Developer shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred.
- 7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 8. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.
- 9. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- 10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal

holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

- 11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- 12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2018 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Owners of the 2018 Bonds, which consent shall not be unreasonably withheld.

- 13. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.
- 14. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- 15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any

third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

- 17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
  - 19. **EFFECTIVE DATE.** This Agreement shall be effective as of the date first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE,** the part(ies) below execute the *True-Up Agreement (2018 Bonds)* to be effective as of the 19<sup>th</sup> day of December, 2018.

WITNESS	VK TREVESTA LLC
By: Name:	
By: Name:	
STATE OF FLORIDA	
The foregoing instrument was	acknowledged before me this day of, 2018, b _, as of <b>VK TREVESTA LLC</b>
who appeared before me this day in person, as identification.	and who is either personally known to me, or produced
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**WHEREFORE,** the part(ies) below execute the *True-Up Agreement (2018 Bonds)* to be effective as of the 19<sup>th</sup> day of December, 2018.

WITNESS	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
By: Name:	
By: Name:	
STATE OF FLORIDA COUNTY OF	
, as	acknowledged before me this day of, 2018, by of TREVESTA COMMUNITY DEVELOPMENT DISTRICT d who is either personally known to me, or produced
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A:** Legal Description

#### **EXHIBIT A**

**DESCRIPTION**: ALL OF TREVESTA – PHASE IA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 166 THROUGH 196 ALONG WITH ALL OF TREVESTA – PHASE IIA, ACCORDING TO PLAT BOOK 62, PAGES 134 THROUGH 139, TOGETHER WITH A PART OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 192-A, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TREVESTA - PHASE IA, RUN THENCE S.01°54'13"W., A DISTANCE OF 122.23 FEET; THENCE S.22°24'32"W., A DISTANCE OF 397.53 FEET; THENCE EASTERLY, 17.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 02°06'49" (CHORD BEARING S.68°38'53"E., 17.52 FEET); THENCE S.20°17'43"W., A DISTANCE OF 170.00 FEET; THENCE EASTERLY, 21.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 01°56'39" (CHORD BEARING S.70°40'37"E., 21.89 FEET); THENCE S.31°20'33"W., A DISTANCE OF 55.88 FEET; THENCE SOUTHWESTERLY, 311.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1855.00 FEET AND A CENTRAL ANGLE OF 09°37'41" (CHORD BEARING S.26°31'42"W., 311.35 FEET); THENCE SOUTHWESTERLY, 583.74 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 29°12'37" (CHORD BEARING S.36°19'10"W., 577.44 FEET); THENCE S.50°55'29"W., A DISTANCE OF 150.78 FEET; THENCE N.26°34'27"W., A DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY, 115.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 10°16'48" (CHORD BEARING N.31°42'50"W., 115.57 FEET); THENCE N.39°04'31"W., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 263.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 23°22'14" (CHORD BEARING N.52°58'55"W., 261.27 FEET); THENCE NORTHWESTERLY, 101.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 15°58'50" (CHORD BEARING N.56°40'36"W., 101.47 FEET); THENCE NORTHWESTERLY, 86.32 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 19°23'41" (CHORD BEARING N.38°59'21"W., 85.91 FEET); THENCE S.60°42'30"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHEASTERLY, 33.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°04'02" (CHORD BEARING S.31°49'31"E., 33.15 FEET); THENCE S.55°38'28"W., A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY, 27.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 02°52'42" (CHORD BEARING S.35°47'53"E., 27.38 FEET); THENCE SOUTHWESTERLY, 52.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 11°49'26" (CHORD BEARING S.55°52'05"W., 52.53 FEET); THENCE N.40°02'38"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY, 5.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 00°49'14" (CHORD BEARING S.49°32'45"W., 5.37 FEET); THENCE N.40°51'52"W., A DISTANCE OF 166.78 FEET; THENCE S.89°46'03"E., A DISTANCE OF 54.64 FEET; THENCE N.68°20'40"E., A DISTANCE OF 26.32 FEET; THENCE S.84°15'46"E., A DISTANCE OF 46.31 FEET; THENCE N.65°14'08"E., A DISTANCE OF 54.99 FEET; THENCE S.80°21'31"E., A DISTANCE OF 31.14 FEET; THENCE N.15°23'04"E., A DISTANCE OF 65.54 FEET; THENCE N.06°44'45"E., A DISTANCE OF 51.10 FEET; THENCE N.58°57'04"W., A DISTANCE OF 37.46 FEET; THENCE N.32°04'05"E., A DISTANCE OF 31.00 FEET; THENCE N.04°40'41"W., A DISTANCE OF 63.68 FEET; THENCE N.09°21'22"E., A DISTANCE OF 26.32 FEET; THENCE N.16°49'11"E., A DISTANCE OF 51.46 FEET; THENCE N.04°31'03"W., A DISTANCE OF 97.21 FEET; THENCE NORTHWESTERLY, 36.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14" (CHORD BEARING N.46°19'40"W., 33.33 FEET); THENCE N.01°51'43"E., A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°55'33" (CHORD BEARING N.88°53'56"E., 38.77 FEET); THENCE N.04°03'50"W., A DISTANCE OF 639.36 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°18'28"W., A DISTANCE OF 148.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33, S.89°21'04"W., A DISTANCE OF 173.11 FEET; THENCE N.44°53'59"W., A DISTANCE OF 26.03 FEET;

THENCE NORTHWESTERLY, 9.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°18'05" (CHORD BEARING N.54°03'02"W., 9.54 FEET); THENCE N.63°12'04"W., A DISTANCE OF 16.41 FEET; THENCE WESTERLY, 10.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°46'00" (CHORD BEARING N.73°35'04"W., 10.81 FEET); THENCE N.83°58'04"W., A DISTANCE OF 64.46 FEET; THENCE WESTERLY, 9.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°54'29" (CHORD BEARING S.86°34'41"W., 9.86 FEET); THENCE S.77°07'26"W., A DISTANCE OF 58.03 FEET; THENCE N.87°11'47"W., A DISTANCE OF 46.05 FEET; THENCE WESTERLY, 2.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 04°57'51" (CHORD BEARING N.89°40'42"W., 2.60 FEET);THENCE S.87°50'22"W., A DISTANCE OF 52.93 FEET; THENCE WESTERLY, 11.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°15'51" (CHORD BEARING S.77°12'27"W., 11.07 FEET); THENCE S.66°34'31"W., A DISTANCE OF 50.77 FEET; THENCE SOUTHWESTERLY, 15.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 29°20'00" (CHORD BEARING S.51°54'31"W., 15.19 FEET) TO A POINT ON AFORESAID NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°21'04"W., A DISTANCE OF 419.85 FEET; THENCE N.60°17'11"W., A DISTANCE OF 40.97 FEET; THENCE WESTERLY, 17.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°56'42" (CHORD BEARING N.77°15'32"W., 17.51 FEET); THENCE S.85°46'07"W., A DISTANCE OF 22.06 FEET; THENCE N.83°49'47"W., A DISTANCE OF 80.11 FEET; THENCE N.74°50'30"W., A DISTANCE OF 59.77 FEET; THENCE WESTERLY, 7.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 14°47'26" (CHORD BEARING N.82°14'13"W., 7.72 FEET); THENCE N.89°37'55"W., A DISTANCE OF 83.69 FEET; THENCE WESTERLY, 7.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 13°25'54" (CHORD BEARING S.83°39'08"W., 7.02 FEET); THENCE S.76°56'11"W., A DISTANCE OF 25.89 FEET; THENCE N.62°17'36"W., A DISTANCE OF 61.12 FEET; THENCE NORTHWESTERLY, 21.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 41°16'57" (CHORD BEARING N.41°39'07"W., 21.15 FEET); THENCE N.21°00'39"W., A DISTANCE OF 10.55 FEET; THENCE N.79°46'03"W., A DISTANCE OF 14.42 FEET; THENCE NORTHWESTERLY, 38.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 72°38'09" (CHORD BEARING N.43°26'59"W., 35.54 FEET); THENCE N.07°07'54"W., A DISTANCE OF 34.50 FEET; THENCE N.26°16'27"W., A DISTANCE OF 27.86 FEET; THENCE N.27°00'30"W., A DISTANCE OF 30.88 FEET; THENCE N.56°14'44"W., A DISTANCE OF 24.07 FEET; THENCE NORTHWESTERLY, 17.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°54'07" (CHORD BEARING N.39°17'41"W., 17.49 FEET); THENCE N.22°20'37"W., A DISTANCE OF 12.13 FEET; THENCE N.72°59'30"W., A DISTANCE OF 7.44 FEET; THENCE NORTHWESTERLY, 20.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 38°25'35" (CHORD BEARING N.53°46'43"W., 19.75 FEET); THENCE N.34°33'55"W., A DISTANCE OF 17.14 FEET; THENCE S.84°19'55"W., A DISTANCE OF 149.07 FEET; THENCE NORTHERLY, 62.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3940.00 FEET AND A CENTRAL ANGLE OF 00°54'08" (CHORD BEARING N.05°13'02"W., 62.04 FEET); THENCE NORTHERLY, 390.63 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4060.00 FEET AND A CENTRAL ANGLE OF 05°30'45" (CHORD BEARING N.07°31'20"W., 390.48 FEET); THENCE N.10°16'43"W., A DISTANCE OF 828.32 FEET; THENCE S.79°43'17"W., A DISTANCE OF 170.00 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY FOR INTERSTATE 75, ALSO KNOWN AS STATE ROAD 93, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.10°16'43"W., A DISTANCE OF 343.50 FEET; 2) NORTHERLY, 399.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5587.58 FEET AND A CENTRAL ANGLE OF 04°05'49" (CHORD BEARING N.08°13'49"W., 399.44 FEET); THENCE N.89°39'02"E., A DISTANCE OF 270.32 FEET; THENCE S.49°36'48"E., A DISTANCE OF 75.30 FEET; THENCE NORTHEASTERLY, 194.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 14°39'34" (CHORD BEARING N.47°42'59"E., 193.92 FEET); THENCE N.55°02'47"E., A DISTANCE OF 42.46 FEET; THENCE NORTHEASTERLY, 618.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 55°23'45" (CHORD BEARING N.27°20'54"E., 594.96 FEET); THENCE N.00°20'58"W., A DISTANCE OF 309.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD,

PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.80°20'47"E., A DISTANCE OF 5.59 FEET; 2) N.00°59'46"W., A DISTANCE OF 20.66 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, ACCORDING TO ROAD PLAT BOOK 2, PAGE 3, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, N.89°39'02"E., A DISTANCE OF 149.72 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, SOUTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°39'02"W., 49.50 FEET); THENCE S.00°20'58"E., A DISTANCE OF 296.38 FEET; THENCE SOUTHERLY, 296.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 22°19'09" (CHORD BEARING S.10°48'36"W., 294.18 FEET); THENCE N.89°39'02"E., A DISTANCE OF 278.12 FEET; THENCE S.00°20'58"E., A DISTANCE OF 127.00 FEET; THENCE N.89°39'02"E., A DISTANCE OF 378.14 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TREVESTA - PHASE IA, THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TREVESTA - PHASE IA, THE FOLLOWING FOURTEEN (14) COURSES: 1) EASTERLY, 46.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°55'02" (CHORD BEARING S.87°53'27"E., 46.76 FEET); 2) N.00°20'58"W., A DISTANCE OF 144.01 FEET; 3) N.89°39'02"E., A DISTANCE OF 291.24 FEET; 4) NORTHERLY, 183.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1042.00 FEET AND A CENTRAL ANGLE OF 10°05'03" (CHORD BEARING N.05°23'29"W., 183.16 FEET); 5) N.00°20'58"W., A DISTANCE OF 387.55 FEET; 6) NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.45°20'58"W., 49.50 FEET); 7) N.89°39'02"E., A DISTANCE OF 880.69 FEET; 8) S.00°26'33"W., A DISTANCE OF 242.02 FEET; 9) N.89°39'02"E., A DISTANCE OF 180.02 FEET; 10) S.00°26'33"W., A DISTANCE OF 357.22 FEET; 11) N.88°20'49"E., A DISTANCE OF 697.50 FEET; 12) S.01°55'34"W., A DISTANCE OF 1302.26 FEET; 13) N.88°48'08"E., A DISTANCE OF 330.08 FEET; 14) S.01°54'13"W., A DISTANCE OF 1305.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 247.477 ACRES, MORE OR LESS.

<u>LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK 64, PAGE 18, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA.

This instrument was prepared by:

HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

#### FIRST AMENDMENT TO TRUE-UP AGREEMENT (2016 BONDS)

THIS FIRST AMENDMENT TO TRUE-UP AGREEMENT (2016 BONDS) ("Amendment") is made and entered into, by and between, and to be effective as of December 19, 2018:

**Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

**VK Trevesta LLC,** a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, and whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**").

#### **RECITALS**

**WHEREAS**, effective March 29, 2016, the District and Developer previously entered into a *True-Up Agreement (2016 Bonds)* ("**Original True-Up Agreement**") whereby, generally stated, the Developer agreed to make certain true-up payments in the event that the Developer finally developed fewer lots than anticipated, as set forth in the District's Assessment Report; <sup>1</sup> and

WHEREAS, since March 29, 2016, and as set forth in the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018 ("2018 Assessment Report"), the District has assigned the debt assessments ("2016A-1 Assessments") securing the District's Series 2016A-1 Bonds to the first 294 platted lots within Assessment Area One and has further assigned the remaining 2016A-1 Assessments – i.e. assessments equivalent to two lots – to a certain unplatted parcel, Tract F-1 (located in Village D), as identified on the plat entitled Trevesta – Phase 1A, recorded in Plat Book 60, Pages 166 et seq., in the Official Records of Manatee County, Florida; and

**WHEREAS**, Tract F-1 is expected to be re-platted and developed as two 60' residential lots, bringing the total to 296 lots subject to the 2016A-1 Assessments; and

**WHEREAS**, pursuant to Resolution 2018-12, the District has also amended the boundaries of Assessment Area One; and

**WHEREAS**, the parties desire to recognize the Revised Assessment Area One boundaries, and further agree that, if Tract F-1 is not developed in into two 60' lots, or the existing 294 lots are replatted, the Developer will owe a true-up in the amount of any shortfall;

<sup>&</sup>lt;sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Original True-Up Agreement.

**NOW, THEREFORE,** in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

- 1. **AMENDMENT.** The parties recognize and agree that: (i) the Original True-Up Agreement continues to be in full force and effect and applicable to Revised Assessment Area One (subject to the fact that the 2016 Assessments have almost entirely been assigned to platted lots), and (ii) in the event that the lands subject to the 2016 Assessments are replatted, or in the event that Tract F-1 is not developed into two 60' lots, the Developer will be responsible for any shortfall in the form of a True-Up Payment.
- 2. **CONFLICTS.** The Original True-Up Agreement remains in full force and effect except as amended by this Amendment.
- 3. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- 4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of the Original True-Up Agreement, as amended by this Amendment, or any part of this agreement not held to be invalid or unenforceable.
- 5. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES TO FOLLOW]

**WHEREFORE,** the part(ies) below execute the *First Amendment to True-Up Agreement (2016 Bonds).* 

WITNESS	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
By:	
Name:	By:
By: Name:	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was ac	knowledged before me this day of, 2018, by, as of <u>TREVESTA COMMUNITY DEVELOPMENT</u>
<b>DISTRICT</b> , who appeared before me this day as identification.	y in person, and who is either personally known to me, or produced
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**WHEREFORE,** the part(ies) below execute the *First Amendment to True-Up Agreement (2016 Bonds).* 

WITNESS	VK TREVESTA LLC
By: Name:	
By: Name:	
STATE OF FLORIDA COUNTY OF	
, as	edged before me this day of, 2018, by of <b>VK TREVESTA LLC</b> , who either personally known to me, or produced as
identification.	
	NOTARY PUBLIC, STATE OF FLORIDA
(	Name:

**EXHIBIT A:** Legal Description

## **EXHIBIT A**

This instrument was prepared by:

HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

# FIRST AMENDMENT TO COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (ASSESSMENT AREA ONE)

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (ASSESSMENT AREA ONE) ("Amendment") is made and entered into, by and between, and to be effective as of December 19, 2018:

**Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

**VK Trevesta LLC,** a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, and whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**").

#### **RECITALS**

WHEREAS, effective March 29, 2016, the District and Developer previously entered into a Collateral Assignment and Assumption Agreement (Assessment Area One) ("Original Collateral Assignment Agreement") whereby, generally stated, the Developer assigned to the District development rights related to the development of Assessment Area One; and

WHEREAS, since March 29, 2016, the development plan has changed; and

WHEREAS, as a result, the District adopted Resolution 2018-12 amending the boundaries of Assessment Area One ("Revised Assessment Area One") – the legal description of which is attached hereto as Exhibit A, and the District now anticipates the development of 554 residential lots within Revised Assessment Area One; and

**WHEREAS**, the parties desire to recognize these changes in the development plan by amending the Original Collateral Assignment Agreement; and

WHEREAS, any such changes do not affect the rights of the holders of the District's Special Assessment Bonds, Series 2016A-1 and Series 2016A-2 because such bonds are secured by debt assessments imposed on the first 296 lots and 234 lots (respectively) within Revised Assessment Area One, of which 294 are platted, and because the pledge of Development Rights set forth in the Original Collateral Assignment, as amended by this Amendment, continues to be in full force and effect with respect to such lots;

**NOW, THEREFORE,** in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

#### 1. **AMENDMENTS.**

- **a.** The definition of "Assessment Area One" from the Original Collateral Assignment is amended to mean Revised Assessment Area One, as defined herein.
- **b.** The definition of "Lots" and/or "Units" from the Original Collateral Assignment is amended to refer to the 554 lots which have been or will ultimately be developed and sold to homebuilders or homeowners within Revised Assessment Area One, and, by way of clarification, includes the undeveloped lands within Revised Assessment Area One that could be developed into the 554 planned lots.
- 2. **CONFLICTS.** The Original Collateral Assignment remains in full force and effect except as amended by this Amendment.
- 3. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- 4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of the Original Collateral Assignment, as amended by this Amendment, or any part of this agreement not held to be invalid or unenforceable.
- 5. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES TO FOLLOW]

**WHEREFORE,** the part(ies) below execute the *First Amendment to Collateral Assignment and Assumption Agreement (Assessment Area One).* 

WITNESS	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
By: Name:	
By: Name:	
STATE OF FLORIDA COUNTY OF	
,	owledged before me this day of, 2018, by as of <u>TREVESTA COMMUNITY DEVELOPMENT</u> n person, and who is either personally known to me, or produced
as identification.	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**WHEREFORE**, the part(ies) below execute the *First Amendment to Collateral Assignment and Assumption Agreement (Assessment Area One).* 

WIT	NESS	5			VK TREVE	STA LL	C				
Ву:						e:				_	
Ву:											
	NTY O	FLORIDA F									
		pefore me th	 	acknowledged , as d who is either p				 of <b>VK</b>	TREVEST	<b>A LLC</b> , w	/ho
rucin	eaci	o		NOTAR	Y PUBLIC, ST	ATE OF	FLORIDA	 _			
	(NOT	ARY SEAL)		(Name	of Notary Pu ssioned)			 or Typed a	ıs		

**EXHIBIT A:** Legal Description for Revised Assessment Area One

## **EXHIBIT A**

#### SECOND AMENDED AND RESTATED ACQUISITION AGREEMENT<sup>1</sup>

THIS SECOND AMENDED AND RESTATED ACQUISITION AGREEMENT ("Agreement") is made and entered into, by and between, and to be effective as of December 19, 2018:

**Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

**VK Trevesta LLC,** a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**").

#### **RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary owner of certain lands in unincorporated Manatee County, Florida ("County"), located within the boundaries of the District; and

WHEREAS, the District has authorized the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "Project," which is defined in the July 7, 2015 Final Judgment entered in the case of *Trevesta Community Development District v. The State of Florida*, Case No. 41-2015-CA-002319-CAAX-MA, by the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, Florida, and in the *District Engineer's Report*, dated May 18, 2015, as supplemented and/or amended from time to time (together, "Engineer's Report"), and a copy of which is attached hereto as Exhibit A; and

WHEREAS, the District has financed and intends to further finance all or a portion of the Project through the use of proceeds from the anticipated sale of various Special Assessment Bonds ("Bonds"); and

<sup>&</sup>lt;sup>1</sup> On March 29, 2016, the District and the Developer entered into the *Acquisition Agreement (2016 Bonds)*, which was later amended by the *Amended and Restated Acquisition Agreement (2016 Bonds)*, dated May 4, 2017 (together, "**Prior Agreements**"). The District desires to restate the Prior Agreements in order to address acquisitions for the District's entire capital improvement plan, regardless of project or phase, and to address further contribution requirements.

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project ("**Work Product**"); or (ii) construction and/or installation of the improvements comprising the Project ("**Improvements**"); and

**WHEREAS,** the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

- **1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon ("Acquisition Date"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.
  - a. Request for Conveyance and Supporting Documentation When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
  - b. Costs Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or

Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("Board") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("Trustee").

- c. Conveyances on "As Is" Basis. Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. Right to Rely on Work Product and Releases The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. Transfers to Third Party Governments; Payment for Transferred Property If any item acquired is to be conveyed to a third party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the District and the Developer agree that it can be difficult to timely effect the turnover of infrastructure from the Developer to the District and then to a third party governmental entity, and, accordingly, the District and the Developer recognize and agree that the parties shall make reasonable efforts to transfer such Work Product and Improvements to the District pursuant to the terms of this Agreement. Regardless, and subject to the terms of this Agreement, the District has the obligation to acquire all such Work Product and Improvements described in the Engineer's Report that is intended to be turned over to a third party governmental entity, and, in the event that the Developer transfers any such Work Product and Improvements to a third party governmental entity prior to the District's acquisition of the Work Product and Improvements, the District shall be obligated to pay for such Work Product and Improvements, subject to the terms of this Agreement, and

- subject to ensuring that such acquisition and payment would not affect the taxexempt status of the Bonds.
- f. **Permits** The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. *Engineer's Certification* The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
- **3. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.
  - a. Cost. The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.
  - **b.** Fee Title and Other Interests The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
  - c. Developer Reservation Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not

limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.

- d. Fees, Taxes, Title Insurance The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. Boundary Adjustments Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

#### 4. TAXES, ASSESSMENTS, AND COSTS.

- a. Taxes and Assessments on Property Being Acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
  - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - **ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- **b. Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described

in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- c. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.
- 5. ACQUISITIONS AND BOND PROCEEDS. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of a particular acquisition hereunder, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general-purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.
- 6. CONTRIBUTION OF INFRASTRUCTURE. In connection with the issuance of the Bonds, the District may levy debt service special assessments to secure the repayment of the Bonds. In connection therewith, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of infrastructure comprising a portion of the Project and in the amounts set forth in the applicable assessment report(s). Such contributions shall not be eligible for payment hereunder. The Developer acknowledges that it owes \$425,902.57 in contributions relating to the levy of debt service special assessments securing the District's Special Assessment Bonds, Series 2016A-1 and Series 2016A-2, and \$640,797 in contributions relating to the levy of debt service special assessment Bonds, Series 2018.

- 7. IMPACT FEE CREDITS. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's capital improvement plan and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of infrastructure and/or work product as part of the District's capital improvement plan. The District and the Developer agree that the contribution required shall be equal to the reasonable fair market value of any such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.
- **8. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
- **9. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **10. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.
- **11. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
- 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning

the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Secured Bonds (defined herein) shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Secured Bonds outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. As used herein, the term "Secured Bonds" shall mean the total principal amount of all Bonds of each separate series of Bonds outstanding under the Master Indenture, and secured by special assessments levied on lands within the District, in each case reduced by the principal amount of special assessments securing the corresponding series which are levied on lots conveyed to homebuilders or end-users, applied pro rata according to principal of the Bonds of each series. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

Additionally, this Agreement may not be materially amended or assigned without the prior written consent of the Trustee, acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the Secured Bonds (as defined herein) then outstanding, which consent shall not be unreasonably withheld.

- **15. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.
- **16. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.
- 17. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- **18. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section

768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

- **20. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **21. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- **22. CONFLICTS.** This Agreement shall apply to all pending acquisitions between the District and Developer that have not yet been financed by the District, as well as all future acquisitions relating to the Project.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE,** the parties below execute the Second Amended and Restated Acquisition Agreement to be effective as of December 19, 2018.

DEVELOPMENT DISTRICT	
By:	
Its:	
VK TREVESTA LLC	
By:	

**Exhibit A:** District Engineer's Report, dated May 18, 2015

## **EXHIBIT A**

HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

# SUPPLEMENTAL DECLARATION OF CONSENT (Revised Assessment Area One Assessments / 2018 Assessments)

**VK Trevesta LLC**, a Delaware limited liability company, together with its successors and assigns (together, "Landowner"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

- 1. This Supplemental Declaration of Consent ("Declaration") supplements that prior Declaration of Consent (2016A-1 Assessments & 2016A-2 Assessments), as amended by that Amended and Restated Declaration of Consent (2016A-1 Assessments & 2016A-2 Assessments), each recorded at Book 2613, page 2684 et seq. and Book 2675, pages 2502 et seq., respectively, in the Public Records of Manatee County, Florida (together, "Prior Declarations"). The Prior Declarations remain in full force and effect, except as supplemented hereby.
- 2. The Trevesta Community Development District ("District") is, and has been at all times, on and after May 6, 2015, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, Florida Statutes, as amended ("Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Manatee County, Florida ("County"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 15-20, effective as of May 6, 2015, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from May 6, 2015, to and including the date of this Declaration.
- 3. The Landowner understands and acknowledges that the District has adopted Resolutions 2015-26, 2015-27, 2015-34, 2016-03, 2016-04, 2017-06, 2018-11, 2018-12 and 2019-03 (collectively, "Assessment Resolutions") that levied and imposed debt service special assessment liens on the Property (together, "Assessments"). Such Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.
- 4. The Assessments include the "2016 Assessments," which continue to secure the District's Special Assessment Bonds, Series 2016A-1 and 2016A-2 ("2016 Bonds"). Generally stated, the 2016 Assessments are assigned to certain lots (approximately 296 lots are subject to debt assessments securing the Series 2016A-1 Bonds) within Assessment Area One, and remain in full force and effect. The Assessments also include the "2018 Assessments," which secure the repayment of debt service on

the District's Special Assessment Bonds, Series 2018 ("**2018 Bonds**"). Resolution 2018-12 revised the Assessments to, among other things, revise the boundary of Assessment Area One.

- 5. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its 2016 Bonds and 2018 Bonds, or securing payment thereof ("Financing Documents"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, Florida Statutes, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, Florida Statutes; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, Florida Statutes, in any subsequent year.
- 6. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.
- 7. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, or by phone at (239)936-0913.
- 8. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS

# SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

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# [SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the  $19^{\text{th}}$  day of December, 2018.

WITNESS	VK TREVESTA LLC
By:Name:	— By: — Name: Title:
By:Name:	
STATE OF FLORIDA COUNTY OF	
	nowledged before me this day of, 20, books appeared before me this day in person, and who is eithe
personally known to me, or produced	
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A:** Legal Description of Property

#### **EXHIBIT A**

### Legal Description of Property

**DESCRIPTION**: ALL OF TREVESTA – PHASE IA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 166 THROUGH 196 ALONG WITH ALL OF TREVESTA – PHASE IIA, ACCORDING TO PLAT BOOK 62, PAGES 134 THROUGH 139, TOGETHER WITH A PART OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 192-A, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TREVESTA - PHASE IA, RUN THENCE S.01°54'13"W., A DISTANCE OF 122.23 FEET; THENCE S.22°24'32"W., A DISTANCE OF 397.53 FEET; THENCE EASTERLY, 17.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 02°06'49" (CHORD BEARING S.68°38'53"E., 17.52 FEET); THENCE S.20°17'43"W., A DISTANCE OF 170.00 FEET; THENCE EASTERLY, 21.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 01°56'39" (CHORD BEARING S.70°40'37"E., 21.89 FEET); THENCE S.31°20'33"W., A DISTANCE OF 55.88 FEET; THENCE SOUTHWESTERLY, 311.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1855.00 FEET AND A CENTRAL ANGLE OF 09°37'41" (CHORD BEARING S.26°31'42"W., 311.35 FEET); THENCE SOUTHWESTERLY, 583.74 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 29°12'37" (CHORD BEARING S.36°19'10"W., 577.44 FEET); THENCE S.50°55'29"W., A DISTANCE OF 150.78 FEET; THENCE N.26°34'27"W., A DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY, 115.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 10°16'48" (CHORD BEARING N.31°42'50"W., 115.57 FEET); THENCE N.39°04'31"W., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 263.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 23°22'14" (CHORD BEARING N.52°58'55"W., 261.27 FEET); THENCE NORTHWESTERLY, 101.80 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 15°58'50" (CHORD BEARING N.56°40'36"W.. 101.47 FEET): THENCE NORTHWESTERLY. 86.32 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 19°23'41" (CHORD BEARING N.38°59'21"W., 85.91 FEET); THENCE S.60°42'30"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHEASTERLY, 33.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°04'02" (CHORD BEARING S.31°49'31"E., 33.15 FEET); THENCE S.55°38'28"W., A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY, 27.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 02°52'42" (CHORD BEARING S.35°47'53"E., 27.38 FEET); THENCE SOUTHWESTERLY, 52.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 11°49'26" (CHORD BEARING S.55°52'05"W., 52.53 FEET); THENCE N.40°02'38"W., A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY, 5.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 00°49'14" (CHORD BEARING S.49°32'45"W., 5.37 FEET); THENCE N.40°51'52"W., A DISTANCE OF 166.78 FEET; THENCE S.89°46'03"E., A DISTANCE OF 54.64 FEET; THENCE N.68°20'40"E., A DISTANCE OF 26.32 FEET; THENCE S.84°15'46"E., A DISTANCE OF 46.31 FEET; THENCE N.65°14'08"E., A DISTANCE OF 54.99 FEET; THENCE S.80°21'31"E., A DISTANCE OF 31.14 FEET; THENCE N.15°23'04"E., A DISTANCE OF 65.54 FEET; THENCE N.06°44'45"E., A DISTANCE OF 51.10 FEET; THENCE N.58°57'04"W., A DISTANCE OF 37.46 FEET; THENCE N.32°04'05"E., A DISTANCE OF 31.00 FEET; THENCE N.04°40'41"W., A DISTANCE OF 63.68 FEET; THENCE N.09°21'22"E., A DISTANCE OF 26.32 FEET; THENCE N.16°49'11"E., A DISTANCE OF 51.46 FEET; THENCE N.04°31'03"W., A DISTANCE OF 97.21 FEET; THENCE NORTHWESTERLY, 36.49 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14" (CHORD BEARING N.46°19'40"W., 33.33 FEET); THENCE N.01°51'43"E., A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 05°55'33" (CHORD BEARING N.88°53'56"E., 38.77 FEET); THENCE N.04°03'50"W., A DISTANCE OF 639.36 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°18'28"W., A DISTANCE OF 148.78 FEET TO THE NORTHWEST CORNER OF SAID

SOUTHEAST 1/4 OF SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33, S.89°21'04"W., A DISTANCE OF 173.11 FEET; THENCE N.44°53'59"W., A DISTANCE OF 26.03 FEET; THENCE NORTHWESTERLY, 9.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°18'05" (CHORD BEARING N.54°03'02"W., 9.54 FEET); THENCE N.63°12'04"W., A DISTANCE OF 16.41 FEET; THENCE WESTERLY, 10.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°46'00" (CHORD BEARING N.73°35'04"W., 10.81 FEET); THENCE N.83°58'04"W., A DISTANCE OF 64.46 FEET; THENCE WESTERLY, 9.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°54'29" (CHORD BEARING S.86°34'41"W., 9.86 FEET); THENCE S.77°07'26"W., A DISTANCE OF 58.03 FEET; THENCE N.87°11'47"W., A DISTANCE OF 46.05 FEET; THENCE WESTERLY, 2.60 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 04°57'51" (CHORD BEARING N.89°40'42"W., 2.60 FEET);THENCE S.87°50'22"W., A DISTANCE OF 52.93 FEET; THENCE WESTERLY, 11.13 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°15'51" (CHORD BEARING S.77°12'27"W., 11.07 FEET); THENCE S.66°34'31"W., A DISTANCE OF 50.77 FEET; THENCE SOUTHWESTERLY, 15.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 29°20'00" (CHORD BEARING S.51°54'31"W., 15.19 FEET) TO A POINT ON AFORESAID NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE ALONG SAID NORTH BOUNDARY, S.89°21'04"W., A DISTANCE OF 419.85 FEET; THENCE N.60°17'11"W., A DISTANCE OF 40.97 FEET; THENCE WESTERLY, 17.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°56'42" (CHORD BEARING N.77°15'32"W., 17.51 FEET); THENCE S.85°46'07"W., A DISTANCE OF 22.06 FEET; THENCE N.83°49'47"W., A DISTANCE OF 80.11 FEET; THENCE N.74°50'30"W., A DISTANCE OF 59.77 FEET; THENCE WESTERLY, 7.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 14°47'26" (CHORD BEARING N.82°14'13"W., 7.72 FEET); THENCE N.89°37'55"W., A DISTANCE OF 83.69 FEET; THENCE WESTERLY, 7.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 13°25'54" (CHORD BEARING S.83°39'08"W., 7.02 FEET); THENCE S.76°56'11"W., A DISTANCE OF 25.89 FEET; THENCE N.62°17'36"W., A DISTANCE OF 61.12 FEET; THENCE NORTHWESTERLY, 21.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 41°16'57" (CHORD BEARING N.41°39'07"W., 21.15 FEET); THENCE N.21°00'39"W., A DISTANCE OF 10.55 FEET; THENCE N.79°46'03"W., A DISTANCE OF 14.42 FEET; THENCE NORTHWESTERLY, 38.03 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 72°38'09" (CHORD BEARING N.43°26'59"W., 35.54 FEET); THENCE N.07°07'54"W., A DISTANCE OF 34.50 FEET; THENCE N.26°16'27"W., A DISTANCE OF 27.86 FEET; THENCE N.27°00'30"W., A DISTANCE OF 30.88 FEET; THENCE N.56°14'44"W., A DISTANCE OF 24.07 FEET; THENCE NORTHWESTERLY, 17.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°54'07" (CHORD BEARING N.39°17'41"W., 17.49 FEET); THENCE N.22°20'37"W., A DISTANCE OF 12.13 FEET; THENCE N.72°59'30"W., A DISTANCE OF 7.44 FEET; THENCE NORTHWESTERLY, 20.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 38°25'35" (CHORD BEARING N.53°46'43"W., 19.75 FEET); THENCE N.34°33'55"W., A DISTANCE OF 17.14 FEET; THENCE S.84°19'55"W., A DISTANCE OF 149.07 FEET; THENCE NORTHERLY, 62.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3940.00 FEET AND A CENTRAL ANGLE OF 00°54'08" (CHORD BEARING N.05°13'02"W., 62.04 FEET); THENCE NORTHERLY, 390.63 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4060.00 FEET AND A CENTRAL ANGLE OF 05°30'45" (CHORD BEARING N.07°31'20"W., 390.48 FEET); THENCE N.10°16'43"W., A DISTANCE OF 828.32 FEET; THENCE S.79°43'17"W., A DISTANCE OF 170.00 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY FOR INTERSTATE 75, ALSO KNOWN AS STATE ROAD 93, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.10°16'43"W., A DISTANCE OF 343.50 FEET; 2) NORTHERLY, 399.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5587.58 FEET AND A CENTRAL ANGLE OF 04°05'49" (CHORD BEARING N.08°13'49"W., 399.44 FEET); THENCE N.89°39'02"E., A DISTANCE OF 270.32 FEET; THENCE S.49°36'48"E., A DISTANCE OF 75.30 FEET; THENCE NORTHEASTERLY, 194.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 14°39'34" (CHORD BEARING N.47°42'59"E., 193.92 FEET); THENCE N.55°02'47"E., A DISTANCE OF 42.46 FEET; THENCE NORTHEASTERLY, 618.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL

ANGLE OF 55°23'45" (CHORD BEARING N.27°20'54"E., 594.96 FEET); THENCE N.00°20'58"W., A DISTANCE OF 309.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13075-2405; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N.80°20'47"E., A DISTANCE OF 5.59 FEET; 2) N.00°59'46"W., A DISTANCE OF 20.66 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF 69TH STREET EAST, ALSO KNOWN AS ERIE ROAD, ACCORDING TO ROAD PLAT BOOK 2, PAGE 3, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, N.89°39'02"E., A DISTANCE OF 149.72 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY, SOUTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°39'02"W., 49.50 FEET); THENCE S.00°20'58"E., A DISTANCE OF 296.38 FEET; THENCE SOUTHERLY, 296.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 22°19'09" (CHORD BEARING S.10°48'36"W., 294.18 FEET); THENCE N.89°39'02"E., A DISTANCE OF 278.12 FEET; THENCE S.00°20'58"E., A DISTANCE OF 127.00 FEET; THENCE N.89°39'02"E., A DISTANCE OF 378.14 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TREVESTA - PHASE IA, THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TREVESTA - PHASE IA, THE FOLLOWING FOURTEEN (14) COURSES: 1) EASTERLY, 46.77 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°55'02" (CHORD BEARING S.87°53'27"E., 46.76 FEET); 2) N.00°20'58"W., A DISTANCE OF 144.01 FEET; 3) N.89°39'02"E., A DISTANCE OF 291.24 FEET; 4) NORTHERLY, 183.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1042.00 FEET AND A CENTRAL ANGLE OF 10°05'03" (CHORD BEARING N.05°23'29"W., 183.16 FEET); 5) N.00°20'58"W., A DISTANCE OF 387.55 FEET; 6) NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.45°20'58"W., 49.50 FEET); 7) N.89°39'02"E., A DISTANCE OF 880.69 FEET; 8) S.00°26'33"W., A DISTANCE OF 242.02 FEET; 9) N.89°39'02"E., A DISTANCE OF 180.02 FEET; 10) S.00°26'33"W., A DISTANCE OF 357.22 FEET; 11) N.88°20'49"E., A DISTANCE OF 697.50 FEET; 12) S.01°55'34"W., A DISTANCE OF 1302.26 FEET; 13) N.88°48'08"E., A DISTANCE OF 330.08 FEET; 14) S.01°54'13"W., A DISTANCE OF 1305.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 247.477 ACRES, MORE OR LESS.

<u>LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE 1A, AS RECORDED IN PLAT BOOK 60, PAGE 166, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> THOSE LANDS DESCRIBED IN TREVESTA – PHASE IIA, AS RECORDED IN PLAT BOOK 62, PAGE 134, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA,

<u>AND LESS AND EXCEPT</u> LOTS 20 – 31, INCLUSIVE, AND 80 – 88, INCLUSIVE, TREVESTA – PHASE IB, AS RECORDED IN PLAT BOOK 64, PAGE 18, OF THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA.

This instrument was prepared by:

HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

# SUPPLEMENTAL NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD (Revised Assessment Area One Assessments) (2016 Assessments / 2018 Assessments)

PLEASE TAKE NOTICE that the Board of Supervisors of the Trevesta Community Development District ("District") in accordance with Chapters 170, 190, and 197, Florida Statutes, previously adopted Resolutions 2015-26, 2015-27, 2015-34, 2016-03, 2016-04, 2017-06, 2018-11, 2018-12 and 2019-03 (together, "Assessment Resolutions"), which levied and imposed one or more non-ad valorem, debt service special assessment lien(s) ("Assessments") on the property ("Assessment Area One") described in Exhibit A. This supplemental notice supplements the prior Notice of Imposition of 2016A-1 & 2016A-2 Assessments and Governmental Liens of Record, recorded in the Public Records of Manatee County, Florida at Book 2613, Pages 2681 et seq. (Dkt#3493201), as amended by the Amended and Restated Notice of Imposition of 2016A-1 & 2016A-2 Assessments and Governmental Liens of Record, recorded in the Public Records of Manatee County, Florida, at Book 2675, Pages 2487 et seq. (Inst. #201741048573) (together, the "Original Notice"). The Original Notice remains in full force and effect except to the extent modified herein. Resolution 2018-12 revised the boundary of Assessment Area One (see Exhibit A).

The Assessments include the 2016 Assessments (as defined in the Original Notice), which continue to secure the District's Special Assessment Bonds, Series 2016A-1 and 2016A-2. Generally stated, the 2016 Assessments are assigned to certain lots (approximately 296 lots are subject to debt assessments securing the Series 2016A-1 Bonds) within Assessment Area One, and remain in full force and effect.

The Assessments also include the "2018 Assessments," which secure the repayment of debt service on the District's Special Assessment Bonds, Series 2018 ("2018 Bonds"). Such 2018 Bonds are intended to finance all or a portion of the District's "2018 Project," which is defined in the Assessment Resolutions and described in the Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018 ("Engineer's Report"). The revised Assessments - including but not limited to the 2018 Assessments - are further described in the Amended Master Special Assessment Allocation Report - Assessment Area One, dated May 18, 2015, as amended August 2, 2018, and as supplemented by the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018 (together, "Assessment Report"). The 2018 Assessments are being assigned to the remaining lands within Assessment Area One not encumbered by the 2018 Assessments. A copy of the Engineer's Report, Assessment Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, Florida Statutes, or by contacting the District's Manager, c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, or by phone at (239)936-0913.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state,

county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain "True-Up Payments" be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

**IN WITNESS WHEREOF**, this Notice has been executed to be effective as of the 19<sup>th</sup> day of December, 2018, and recorded in the Public Records of Manatee County, Florida.

WIT	TNESS	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
Ву:		Ву:
	Name:	Name:
		Title:
By:		
	Name:	
_	OF FLORIDA	
		acknowledged before me this day of, 20, by of _Trevesta Community Development District, who appeared before
		ally known to me, or produced as identification.
		NOTARY PUBLIC, STATE OF FLORIDA
	(NOTARY SEAL)	Name:
		(Name of Notary Public, Printed, Stamped or Typed as
		Commissioned)

#### **EXHIBIT A**

Legal Description of Revised Assessment Area One

This instrument was prepared by:

HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

#### SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE

The Trevesta Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. This Supplemental Disclosure of Public Finance supplements that prior *Amended and Restated Disclosure of Public Financing* ("**Prior Disclosure**"), recorded as Inst. No. 201741048574, and at Book 2675, Pages 2491 et seq., in the Public Records of Manatee County, Florida. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Disclosure.

#### **2018 PROJECT, BONDS & ASSESSMENTS**

Since the date of the Prior Disclosure, the District has undertaken its 2016 Project as the first part of the District's "Assessment Area One Project." Further, the District adopted Resolution 2018-12 amending the original boundaries of Assessment Area One and authorizing the construction and/or acquisition of its "2018 Project," which is intended to complete the Assessment Area One Project. Like the 2016 Project, the 2018 Project consists of public improvements such as roadways, stormwater management systems, water and sewer utilities, off-site improvements, landscaping/lighting, and other improvements benefitting Assessment Area One, as revised.

On December 19, 2018, the District issued its \$4,045,000 Special Assessment Bonds, Series 2018 ("2018 Bonds") to finance all or a portion of the 2018 Project. The 2018 Project is estimated to cost approximately \$8,008,000 and is described in the Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project), dated August 2, 2018, as further revised November 19, 2018 (together, "Engineer's Report"). The 2018 Bonds are secured by special assessments ("2018 Assessments") levied and imposed on certain benefitted lands within the District - namely, "Assessment Area One – Phase 2." The 2018 Assessments, and revised "Assessment Area One Assessments," are further described in the Amended Master Special Assessment Allocation Report – Assessment Area One, dated May 18, 2015, as amended August 2, 2018, and as supplemented by the Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2018 (Special Assessment Bonds, Series 2018), dated December 4, 2018 (together, "Assessment Report").

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, or by phone at (239)936-0913. Please note that changes to the District's capital improvement plans and

financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Supplemental Disclosure of Public Finance has been executed to be effective as of the  $19^{th}$  day of December, 2018.

WIT	NESS					EVESTA ( STRICT	СОМІ	MUNITY	DEVELOP	MENT	
Ву:	Name:				Ву	Name:	:				_
-	E OF FLOI	RIDA	_								
					acknowledged of <u>Tre</u> v						
me th	nis day in	person, and	who is either	person	NOTARY PL	e, or produ	iced			as identific	ation.
	(NOTARY	SEAL)			Name: (Name of N Commissio	lotary Publ	lic, Prir	nted, Stam	 iped or Typed	d as	

**EXHIBIT A:** Legal Description of Boundaries of District

#### **EXHIBIT A**

#### Legal Description of Boundaries of District

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

**DESRIPTION:** A parcel of land lying in Sections 28, 33, and 34, Township 33 South, Range 18 East, and Section 4, Township 34 South, Range 18 East, Manatee County, Florida, also being a portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 33, run thence along the North boundary of the Northwest 1/4 of said Section 33, N.88°21'50"E., 386.27 feet to a point on the Easterly limited access right of way line of Interstate 75 (State Road 93 per Florida Department of Transportation Right of Way Map Section 13075-2405), said point also being a point on a curve; thence along said Easterly limited access right of way line, Southerly, 312.62 feet along the arc of said curve to the left having a radius of 5587.58 feet and a central angle of 03"12'20" (chord bearing S.04\*42'34"E., 312,58 feet) to the POINT OF BEGINNING; thence N.86\*59'04"E., 270.26 feet; thence S.49\*31'53"E., 74.98 feet to a point on a non-tangent curve; thence Northeasterly, 193.31 feet along the arc of said curve to the right having a radius of 760.00 feet and a central angle of 14°34'24" (chord bearing N.47°45'19"E., 192.79 feet) to a point of tangency; thence N.55°02'31"E., 42.28 feet to a point of curvature; thence Northeasterly, 618,73 feet along the arc of a curve to the left having a radius of 640.00 feet and a central angle of 55°23'29" (chord bearing N.27°20'46"E., 594.91 feet) to a point of tangency; thence N.00"20'58"W., 310.70 feet to the Southerly right of way line of Erie Road; thence along said Southerly right of way line, the following three (3) courses: 1) N.80\*20'47"E., 5.90 feet; 2) N.00\*59'46"W., 20.66 feet; 3) N.89°39'02"E., 139.41 feet to a point of cusp; thence Southwesterly, 39.27 feet along the arc of said curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°39'02"W., 35.36 feet) to a point of tangency; thence S.00°20'58"E., 307.31 feet to a point of curvature; thence Southerly, 295.04 feet along the arc of a curve to the right having a radius of 760.00 feet and a central angle of 22°14'35" (chord bearing S.10"46'19"W., 293.19 feet); thence N.89"39'02"E., 278.98 feet; thence S.00°20'58"E., 127.00 feet; thence N.89°39'02"E., 378.20 feet to a point of curvature; thence Easterly, 46.71 feet along the arc of a curve to the right having a radius of 545.00 feet and a central angle of 04°54'39" (chord bearing S.87°53'38"E., 46,70 feet); thence N.00°20'58"W., 144.00 feet; thence N.89°39'02"E., 291.25 feet to a point on a non-tangent curve; thence Northerly, 183.51 feet along the arc of said curve to the right having a radius of 1042.00 feet and a central angle of 10°05'26" (chord bearing N.05°23'42"W., 183.28 feet) to a point of tangency; thence N.00°20'58'W., 397.43 feet to a point of curvature; thence Northwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°20'58"W., 35.36 feet) to a point of cusp on aforesaid Southerly right of way line of Erie Road; thence along said Southerly right of way line, N.89°39'02"E., 869.78 feet to the Northwest corner of the North 284.00 feet of the East 180.00 feet of the West 619.00 feet of the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of aforesaid Section 28; thence along the West boundary of said North 284.00 feet of the East 180.00 feet of the West 619.00 feet of the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 28, S.00°26'33"W., 242.02 feet to the Southwest corner thereof; thence along the South boundary of said North 284.00 feet of the East 180.00 feet of the West 619.00 feet of the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 28, N.89°39'02"E., 180.02 feet to the Southeast corner thereof; thence along the East boundary of said West 619.00 feet of the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 28, S.00°26'33'W., 357.22 feet to the North boundary of the Northwest 1/4 of the Northeast 1/4 of aforesaid Section 33; thence along said North boundary of the Northwest 1/4 of the Northeast 1/4 of Section 33, N.88°20'49"E., 697.50 feet to the Northeast corner thereof; thence along the East boundary of said Northwest 1/4 of the Northeast 1/4 of Section 33, S.01°55'34'W., 1302.26 feet to the Southeast corner thereof; thence along the North boundary of the Southeast 1/4 of said Northeast 1/4 of Section 33, N.88"48'08"E., 330,08 feet to the Northeast corner of the West 1/4 of said Southeast 1/4 of the Northeast 1/4 of Section 33; thence along the East boundary of said West 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 33. S.01°54'13"W., 1305.60 feet to the Southeast corner thereof; thence along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 33, N.89\*18\*28\*E., 993.68 feet to the Northeast corner thereof; thence along the North boundary of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 34, N.89°55'41"E., 106.22 feet to a point on the centerline of a 100-foot Florida Power & Light Company Easement, recorded in Official Records Book 1228, Page 3876, and Official Records Book 1228, Page 3880, both of the Public Records of Manatee County, Florida; thence along said centerline of a 100-foot Florida Power & Light Company easement, S.00°55'19"W., 975.24 feet to the Northerly right of way line of a Florida Power & Light Company right of way (formerly CSX Transportation Inc. railroad right of way), according to Official Records Book 1250, Page 737, of the Public Records of Manatee County, Florida; thence along said Northerly right of way line of Florida Power & Light Company right of way, as found monumented, the following three (3) courses: 1) S.63°25'33'W., 3657.85 feet to the North boundary of the Northwest 1/4 of aforesaid Section 4; 2) along said North boundary of the Northwest 1/4 of Section 4, S.89°44'42"E., 77.04 feet; 3) S.63°26'04"W., 830.96 feet to aforesaid Easterly limited access right of way line of Interstate 75; thence along said Easterly limited access right of way line, the following six (6) courses: 1) N.10°16'43"W., 323.85 feet; 2) N.14°34'04"W., 200.56 feet; 3) N.10°16'43"W., 2600.00 feet; 4) N.07°59'17"W., 300.24 feet; 5) N.10°16'43'W., 1429.06 feet to a point of curvature; 6) Northerly, 386.81 feet along the arc of a curve to the right having a radius of 5587.58 feet and a central angle of 03°57'59" (chord bearing N.08°17'44"W., 386.73 feet) to the POINT OF BEGINNING.

Containing 411.437 acres, more or less.

## Tab 7

This instrument was prepared by and upon recording should be returned to:

Jere Earlywine Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

## FIRST AMENDMENT TO (RESTATED) CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO (RESTATED) CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT ("Amendment") is executed to be effective the \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 by VK TREVESTA LLC, a Delaware limited liability company, whose address is 8875 Hidden River Parkway, Suite 105, Tampa, FL 33637 ("Grantor") and TREVESTA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912 ("District" or "Grantee", and together with Grantor referred to herein as the "Parties," and separately as the "Party").

#### WITNESSETH:

**WHEREAS,** the Parties entered into that certain *Restated Construction and Maintenance Easement Agreement* dated February 11, 2016, and recorded in the Official Records of Manatee County, Florida, in Official Records Book 2620, Page 7781, incorporated herein by reference ("Easement"); and

WHEREAS, subsequent to the recording of the Easement, the development plan and area was amended; and

**WHEREAS,** Grantor desires to modify the Easement Area, as identified in the Easement, to remain consistent with the amended development area, as is more particularly provided herein; and

WHEREAS, the Parties desire to amend the Easement in the manner provided herein.

**Now, THEREFORE,** for and in consideration of the foregoing premises, the mutual agreement of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS; DEFINED TERMS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Amendment. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the Easement.

- **2. AMENDMENT AND RESTATEMENT OF DESCRIPTION OF EASEMENT AREA.** The description of the Easement Area is hereby amended and restated as is described in <u>Exhibit A</u>, which is attached hereto and incorporated by reference ("Restated Easement Area"). As to any portion of the Easement Area which is not located within the area of the Restated Easement Area, such lands are hereby released and discharged from the operation and effect of the Easement and shall no longer be subject to any of the terms and provisions of the Easement.
- **3. RATIFICATION.** The Parties hereby ratify and confirm the continuing effectiveness of the Easement in all respects as to the Restated Easement Area.
- **4. MULTIPLE COUNTERPARTS**. This Amendment may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the parties shall bind the parties as if they had each executed the same counterpart.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the Parties caused this Amendment to be executed, to be effective as of the day and year first written above.

#### WITNESSES:

Signed, sealed and delivered in the presence of:	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
Print Name:	Chairperson/Vice Chairperson
Print Name:	
STATE OF FLORIDA	
COUNTY OF	
, 2018, by the Cha	was acknowledged before me this day of the Trevesta Community
Development District, on behalf of Dis	strict. He/She is personally known to me or has produced as identification.
	Print Name:
	Notary Public, State of Florida
	Commission No.:
	My Commission Expires:
	{Notary Seal}

Signed, sea in the prese		delivered		VK	TREVESTA	LLC	
Print Name				Nam	.e		
Print Name	e:						
STATE OF COUNTY		IDA	-				
The	e forego	ing was sworn to	and subscri	bed befor	re me this	day o	of
He/She	is	personally	, as known	to	me	or h	VK Trevesta LLC nas produced sidentification.
				(Sign	nature of Not	tary Public	c)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.:
My Commission Expires:

#### Exhibit A – Legal Description



## ASSIGNMENT OF SITE WORK AGREEMENT ([PROJECT NAME])

Assignor: VK Trevesta LLC ("Assignor")

Owner/Assignee: Trevesta Community Development District ("Assignee")

Contractor: ("Contractor")
Contract: [Project Name] ("Contract" or "Project")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Second Amended and Restated Acquisition Agreement* dated December 19, 2018, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be	effective the day of, 2018
	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
By:	
Printed Name:	By:
Title:	Printed Name:
	Title:
VK TREVESTA LLC	
By:	
Printed Name:	
Title:	

#### **EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contract
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - o Trench Safety Compliance Act Statement

## DEVELOPER'S AFFIDAVIT AND AGREEMENT REGARDING ASSIGNMENT OF CONTRACT [[PROJECT NAME]]

STATE OF FL COUNTY OF	
	RE ME, the undersigned, personally appeared of VK Trevesta LLC , who, after being first duly sworn, deposes and says:
(i)	I,, serve as for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Trevesta Community Development District (" <b>District</b> ") to accept an assignment of the Improvement Agreement (defined below).
(ii)	The agreement ("Improvement Agreement") between Developer and ("Contractor") dated 2018 and attached
	("Contractor"), dated, 2018, and attached hereto as Exhibit A,X_ was competitively bid prior to its execution or is below the applicable bid thresholds and was not required to be competitively prior to its execution.
(iii)	Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
(iv)	Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as <b>Exhibit B</b> .
(v)	The Contractor has X furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as <b>Exhibit C</b> , or was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
(vi)	DeveloperX represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as <b>Exhibit D</b> .
(vii)	Developer represents and warrants that all payments to Contractor and any subcontractors

or materialmen under the Improvement Agreement are current and there are no

outstanding disputes under the Improvement Agreement.

- (viii) Pursuant to the *Second Amended and Restated Acquisition Agreement* dated December 19, 2018, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.
- (ix) To the extent the District does not have sufficient funds to complete the Improvement Agreement, Developer agrees that the Improvement Agreement is subject to the obligations set forth in the *Completion Agreement (2018 Bonds)* dated December 19, 2018.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this day of	, 2018.	
	VK TREVESTA LLC	
	By:	
	Name:	
[Print Name]	Title:	<del></del>
	cknowledged before me this day of rsonally known to me or [ ] produced	
(NOTARY SEAL)		
	Notary Public Signature	
	(Nowe typed printed on stormed)	
	(Name typed, printed or stamped) Notary Public, State of	
	Commission No.	
	My Commission Expires:	

## CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE

[[PROJECT NAME]]

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_\_ ("Contractor"), hereby agrees as follows:

(i)	The agreement ("Improvement Agreement") between VK Trevesta LLC, and
	Contractor dated , 2018, has been assigned to the Trevesta Community
	Development District ("District"). Contractor acknowledges and accepts such
	assignment and its validity.
(ii)	Contractor represents and warrants that either:
	a. X Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
	b Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
(iii)	Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement

[CONTINUED ON NEXT PAGE]

result of or in connection with such assignment.

(iv)

Contractor hereby releases and waives any claim it may have against the District as a

Executed this	_ day of	, 2018.	
		By:	
		Its:	
STATE OF FLORIDA			
COUNTY OF			
The foregoing in	strument was acknow	rledged before me this day of y known to me or [ ] produced	, 2018, by
identification.			
(NOTARY SEA	L)		
		Notary Public Signature	
		(Name typed, printed or stamped)	
		Notary Public, State of	
		Commission No My Commission Expires:	
		WW COMMISSION EXPILES.	

## ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT") [[PROJECT NAME]]

1.	ASSIGNMENT.	This Adden	dum applies	to tha	t certain	contract	between	the T	revesta
Community De	velopment Dist	trict ("Distri	ct") and			(	"Contrac	ctor"),	which
Contract was as	signed to the D	istrict simult	aneous with	the exe	cution of	f this Add	lendum.	To the	extent
the terms of the	Contract conflic	ct with this A	ddendum, th	e terms	of this A	ddendum	shall con	trol.	

- 2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Manatee County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.
- 3. INSURANCE. In existing to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- 4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.
- **5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be

withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

- 6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.
- 7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:
  - a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
  - b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
  - c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
  - d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
  - e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such

purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.
- 8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:
  - a. Keep and maintain public records required by the District to perform the service.
  - b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 936-0913, BBLANDON@RIZZETTA.COM, OR 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912.

- 9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
- **10. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Trevesta Community Development District

9530 Marketplace Road, Suite 206

Fort Myers, Florida 33912 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel

- 11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached Exhibit A. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.
- 12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.
- 13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

- **14. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE <u>NOT</u> SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- **14. CONFIDENTIALITY.** Given the District's status as a public entity, Section 21 of the Agreement does not apply to the Contract as it relates to the District and on a going forward basis.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

Witness	By:
	Its:
Print Name of Witness	
Time rume of without	
	TREVESTA COMMUNITY DEVELOPMENT DISTRICT
	DEVELOT MENT DISTRICT
Witness	By:
	Its:
Print Name of Witness	
<b>Exhibit A:</b> Scrutinized Companies State	ment
<b>Exhibit B:</b> Public Entity Crimes Statement	
<b>Exhibit C:</b> Trench Safety Act Statement	

#### **EXHIBIT A**

#### SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

	by (print individual's name and title)
	for (print name of entity submitting sworn statement)
	whose business address is
2.	I understand that, subject to limited exemptions, Section 287.135, <i>Florida Statutes</i> , provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, " <b>Prohibited Criteria</b> "), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3.	Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.
	Simple of the independent of Contractor
	Signature by authorized representative of Contractor
	E OF FLORIDA
	NITOF
COUN	
COUN	Sworn to (or affirmed) and subscribed before me this day of, 2018, by, of the as identification and who did (did not) take an oath.

#### EXHIBIT B

#### PUBLIC ENTITY CRIMES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

<ol> <li>This sworn statement is submitted to Trevesta Community Development District.</li> <li>I am over eighteen (18) years of age and competent to testify as to the matters contained her the capacity of for ("Contractor"), and am make this Sworn Statement on behalf of Contractor.</li> </ol>		
4.	Contractor's Federal Employer Identification Number (FEIN) is	
	(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:)	
5.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction or business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.	
6.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.	
7	I = 1 = 1 = 1 = 1 = 1 = 0.00   1 = 1 = 1 = 0.00   1 = 0	

- 7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9.	Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):
	There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Sworn Statemen		the laws of the State of Florida, I declare that I have read the foreg (3)(a), Florida Statutes, Regarding Public Entity Crimes and all of	
Dated t	his day of	, 2018.	
By:			
The for	regoing instrument was ack	nowledged before me this day of, 2, 2, 2, 2, 2, 2	018,
by	ofa	, who is personally known to me or who has prod s identification, and did [ ] or did not [ ] take the oath.	uced
		Notary Public, State of Florida	
	(	Print Name: Commission No.:	
		My Commission Expires:	

#### **EXHIBIT C**

### TREVESTA COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### **INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design

#### **CERTIFICATION**

	and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.		
2.	1 0	apliance with The Trench Safety Act will be:  Dollars \$	
3.	(Written) The amount listed above has been in	(Figures) ncluded within the Contract Price.	
Dat	eed this day of	, 2018.	
		Contractor:	
		By: Title:	
STATE OF COUNTY			
2018, by _	ing instrument was acknowledged of	before me this day of, who is personally known to me or who ha as identification, and did [ ] or did not [ ] take the	
		Notary Public, State of Florida Print Name: Commission No.:	

My Commission Expires:

## TREVESTA COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

#### **INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
		Project Total	
Dated this day of		_, 2018.	
Subcontractor:			
	By: Title:		
STATE OF	Title.		
COUNTY OF			
The foregoing instrument was acknowledged	before me this	day of	
2018, by of	, who is	personally known	to me or who has
produced	as identification	on, and did [ ] or	did not [ ] take the
oath.			
	Notary Public, Sta	ate of Florida	
	Print Name:		
	My Commission	Expires:	
	,		

<sup>&</sup>lt;sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## TREVESTA

# ACQUISITION OF PHASE IIA UTILITIES



March \_\_\_\_, 2018

Board of Supervisors Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road, Suite 206 Fort Myers, Florida 33912 ATTN: Belinda Blandon, District Manager

71111. Definda Diandon, District Manager

RE: Acquisition of Portions of Trevesta Phase IIA Utilities

Dear Ms. Blandon,

Pursuant to the Amended and Restated Acquisition Agreement (2016 Bonds) by and between the Trevesta Community Development District ("District") and VK Trevesta LLC, dated March 29, 2016 ("Acquisition Agreement"), you are hereby notified that VK Trevesta LLC ("Developer") has completed and wishes to sell to the District certain water and wastewater utilities ("Improvements"), as further identified in Exhibit A attached hereto. As set forth in more detail in a Developer Bill of Sale & Assignment (Phase IIA Utilities) dated on or about the same date as this letter, Developer wishes to convey the Improvements, which are part of the 2016 Project (as described in the Acquisition Agreement), to the District in exchange for the payment of \$898,350.00, representing the actual cost of creating and/or constructing the Improvements. Please have the funds wired to:

WELLS FARGO BANK N.A. 420 Montgomery Street San Francisco, CA 94104 ABA #121000248 FOR CREDIT TO: VK TREVESTA LLC ACCOUNT # 4122906555

Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$89,835.00, and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs. Further, the Developer agrees to help coordinate the turnover of the utilities to Manatee County, Florida.

Jere L. Earlywine, District Counsel Matthew Morris, P.E., District Engineer

cc:

14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 T 813-615-1244 F 813-615-1461

Develope

#### **EXHIBIT A: Description of Improvements**

Description	Contractor
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta – Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq.	E.T. MacKenzie of Florida, Inc.

Improvement	Total Cost
Potable Water System	\$86,768.00
Sanitary Sewer System	\$811,582.00
TOTAL:	\$898,350.00

## AFFIDAVIT REGARDING COSTS PAID [PHASE IIA UTILITIES]

STATE OF	
COUNTY OF	

- I, **James P. Harvey**, of VK Trevesta LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:
  - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is **James P. Harvey** and I am employed by Developer as **Vice President**. I have authority to make this affidavit on behalf of Developer.
- 3. Developer is the developer of certain lands within the Trevesta Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
- 4. The District Engineer's Report dated May 18, 2015, as supplemented from time to time ("Engineer's Report"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. Pursuant to those certain agreements ("Improvement Agreement") described in Exhibit A hereto, Developer has expended funds to develop improvements described in the Engineer's Report. The attached Exhibit A accurately identifies the improvements completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$89,835.00, and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
- 6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

	are that I have read the foregoing Affidavit Regarding and correct to the best of my knowledge and belief.
Executed this 2 <sup>2</sup> day of _	APRIL , 2018.
STATE OF	WK TREVESTA LLC  By: James R. Harvey Its: Vice President  worn and subscribed before me this 2 <sup>1</sup> / <sub>2</sub> day of arvey, Vice President of VK Trevesta LLC, who 1/2 is as identification.
(NOTARY SEAL)  Notary Public State of Florida  Bryon T LoPreste  Bryon T LoPreste  My Commission FF 943080  My Commission FF 943080  Expires 01/27/2020	Notary Public Signature  Barsa T. LoPacin?  (Name typed, printed or stamped)  Notary Public, State of from Commission No. # 945080  My Commission Expires: 01.27.20

### **EXHIBIT A: Description of Improvements**

Description	Contractor
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta – Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq.	E.T. MacKenzie of Florida, Inc.

Improvement	Total Cost
Potable Water System	\$86,768.00
Sanitary Sewer System	\$811,582.00
TOTAL:	\$898,350.00

## CONTRACTOR RELEASE [PHASE IIA UTILITIES]

THIS RELEASE is made to be effective as of the 30 day of March, 2018, by E.T. MacKenzie of Florida, Inc., a Florida corporation with offices located at 6212 33 td Street East, Bradenton, Florida 34203 ("Contractor"), in favor of the Trevesta Community Development District ("District"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

#### RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated April 27, 2017, and between Contractor and VK Trevesta LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

**Now, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- **SECTION 3.** WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- **SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.
- **SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements.

Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed <u>\$89,835.00</u> in retainage and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being made.

**SECTION 6. EFFECTIVE DATE.** This Release shall take effect upon execution.

	0
	E.T. MACKENZIE OF FLORIDA, INC.
	Ву:
	Its: General Manager
STATE OF FLORIDA )	
COUNTY OF Maratee)	
I HEREBY CERTIFY that on this 30 appeared 50 the Huber, of ET signed the foregoing instrument and severally acl free act and deed for the uses and purposes therein to me or has produced	knowledged the execution thereof to be his/her in mentioned. Said person is personally known
EXECUTED and sealed in the County an 2018.	d State named above this 30 day of March,
	Brenda E. Balkon
(NOTARIAL SEAL)	Notary Public, State of Florida
_	My Commission No.:
BRENDA E. BALKAN  Commission # FF 941305  My Commission Expires 12-19-2019	My Commission Expires:

Bonded Through Western Surety Company - Southeast Team

#### **EXHIBIT A: Description of Improvements and Work Product**

Description	Contractor	
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta – Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq.	E.T. MacKenzie of Florida, Inc.	

<u>Improvement</u>	Total Cost	
Potable Water System	\$86,768.00	
Sanitary Sewer System	\$811,582.00	
TOTAL:	\$898,350.00	

#### DISTRICT ENGINEER'S CERTIFICATE [PHASE IIA UTILITIES]

April 2, 2018

Board of Supervisors Trevesta Community Development District

Re: Trevesta Community Development District (Manatee County, Florida)
Acquisition of Improvements for Phase IIA Utilities

#### Ladies and Gentlemen:

The undersigned, a representative of Morris Engineering and Consulting, L.L.C., ("District Engineer"), as District Engineer for the Trevesta Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition from VK Trevesta LLC ("Developer") of certain improvements ("Improvements"), all as more fully described in Exhibit A attached hereto, and in that certain Developer Bill of Sale & Assignment [Phase IIA Utilities] ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
- 2. The Improvements are within the scope of the District's 2016 Project as set forth in the District's *Engineer's Report*, dated May 18, 2015, as supplemented and restated from time to time ("Engineer's Report"), and specially benefit property within the District.
- 3. In my opinion, the Improvements were installed consistent with Manatee County, Florida, standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
- 4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
- 5. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
- 6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

#### FURTHER AFFIANT SAYETH NOT.

Matthew Morris, P.E.

Morris Engineering and Consulting, L.L.C.

Florida Registration No. 68434

District Engineer

STATE OF FLORIDA
COUNTY OF Salas Dia

The foregoing instrument was sworn and subscribed before me this day of April , 2018, by Matthew Morris, P.E., of Morris Engineering and Consulting, L.L.C., who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the oath.

ERIN TUMOLO

State of Florida-Notary Public

Commission # GG 149834

My Commission Expires
October 09, 2021

Notary Public, State of Florida

Print Name: CRIN Tumo O Commission No.: GG 149034

My Commission Expires: 10/9/21

#### **EXHIBIT A: Description of Improvements**

Description	Contractor	
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta – Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq.	E.T. MacKenzie of Florida, Inc.	

Improvement	Total Cost	
Potable Water System	\$86,768.00	
Sanitary Sewer System	\$811,582.00	
TOTAL:	\$898,350.00	

#### DEVELOPER BILL OF SALE & ASSIGNMENT [PHASE IIA UTILITIES]

This Developer Bill of Sale & Assignment (Phase IIA Utilities) evidencing the
conveyance of certain Improvements and Work Product described herein is made to be effective
the day of, 2018, by VK Trevesta LLC ("Grantor"), a limited liability
company, whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida
33401, and to the Trevesta Community Development District ("Grantee"), a local unit of
special-purpose government established pursuant to Chapter 190, Florida Statutes, whose
address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida
33912.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

- 1. All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq. (together, "Improvements"); and
- 2. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements ("Warranty and Indemnity Rights"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce

any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

- b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by Manatee County, Florida ("County") in connection with the turnover of any of the Improvements to the County, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.
- d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
- e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- f. This instrument shall be governed by, and construed under, the laws of the State of Florida.
- g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.
- h. As consideration for the sale of the Improvements, and subject to (and without intending to alter) the provisions of that certain *Amended and Restated Acquisition Agreement* (2016 Bonds) effective March 29, 2016, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **EXHIBIT A**.

IN WITN	ESS WHEREOF, th	e Grantor has caused this instrument to be executed in its
name this da	y of	_, 2018.
		By: VIE PRESIDENT
STATE OF FLOR		
a limited liability	company, on behalf	was acknowledged before me this 2 day of of VK Trevesta LLC, of the company, (check one) / who is personally ed a as identification.
(Affix Not	ary Seal)  Vouck State of Florida  Commission F. A. 2080  Commission F. A. 2080  Commission F. A. 2080  Commission F. A. 2080	Notary Public, State of Florida My Commission Expires: 0/12720

#### **EXHIBIT A: Description of Improvements and Work Product**

Description	Contractor	
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta – Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq.	E.T. MacKenzie of Florida, Inc.	

Improvement	Total Cost	
Potable Water System	\$86,768.00	
Sanitary Sewer System	\$811,582.00	
TOTAL:	\$898,350.00	

#### BILL OF SALE [PHASE IIA UTILITIES]

KNOW ALL MEN BY THESE PRESENTS, that **TREVESTA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is 9530 Marketplace Road, Suite 260, Fort Myers, Florida 33912 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY**, **FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within Tract A and all Public Utility Easements, as identified on the plat known as Trevesta – Phase IIA, recorded in the Public Records of Manatee County, Florida at Plat Book 62, Pages 134, et seq.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

[CONTINUED ON NEXT PAGE]

has hereunto set its hand and seal, by and day of April , 2018.
TREVESTA COMMUNITY DEVELOPMENT DISTRICT  BY: Greg Meath Vice Chairperson
Alged before me this Y day of April, 2018, by Community Development District, a special der Chapter 190, Florida Statutes, on behalf of or have produced as  Signature of Notary Public Mass T. L. Musta  Name Typed, Printed or Stamped Commission No.: April 2018  My Commission Expires: 012720

WHEREFORE, the County and Selle this day of	er have executed this Bill of Sale as of _, 2018.
	MANATEE COUNTY, a political subdivision of the State of Florida
	By: Board of County Commissioners
	By: County Administrator
STATE OF: Florida COUNTY OF: Manatee	
The foregoing instrument was acknowledged of, 20, by <u>ED H</u> behalf of the Manatee County Board of County Cohas produced <u>N/A</u> as identification	<b>UNZEKER</b> (County Administrator) for and on
	NOTARY PUBLIC Signature
	Printed Name

### **TREVESTA**

ACQUISITION OF PHASE 1B UTILITIES & ROADWAYS



September 5, 2018

Board of Supervisors
Trevesta Community Development District
c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
ATTN: Belinda Blandon, District Manager

RE: Acquisition of Portions of Trevesta Phase IB Utilities & Roadways

Dear Ms. Blandon,

Pursuant to the Amended and Restated Acquisition Agreement (2016 Bonds) by and between the Trevesta Community Development District ("District") and VK Trevesta LLC, dated March 29, 2016, among other applicable acquisition agreements related to future bond series ("Acquisition Agreement"), you are hereby notified that VK Trevesta LLC ("Developer") has completed and wishes to sell to the District certain water and wastewater utilities and roadways ("Improvements"), as further identified in Exhibit A attached hereto. As set forth in more detail in a Developer Bill of Sale & Assignment (Phase IB Utilities & Roadways) dated on or about the same date as this letter, Developer wishes to convey the Improvements, which are part of the Assessment Area 1 Project (as described in the Acquisition Agreement), to the District in exchange for the payment of \$1,116,299.75, representing the actual cost of creating and/or constructing the Improvements. Please have the funds wired to:

WELLS FARGO BANK N.A.
420 Montgomery Street
San Francisco, CA 94104
ABA #121000248
FOR CREDIT TO: VK TREVESTA LLC
ACCOUNT # 4122906555

Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$132,665.25, and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning

approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs. Further, the Developer agrees to help coordinate the turnover of the utilities and roadways to Manatee County, Florida.

Sincerely,

fames P. Harvey

VK Trevesta LLC

Vice President

cc:

Jere L. Earlywine, District Counsel Matthew Morris, P.E., District Engineer

#### **EXHIBIT A: Description of Improvements**

Description	Contractor:
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.
All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.

<u>Improvement</u>	Total Cost	Assessment Area 1 Total	Assessment Area 1 Balance to Finish	Assessment Area1 Retainage
Potable Water System	\$152,781.50	\$144,215.50	\$8,566.00	\$14,421.55
Sanitary Sewer System	\$282,079.00	\$282,079.00	\$0.00	\$28,207.90
Landscape/Hardscape *	\$6,800.00	\$6,800.00	\$0.00	\$680.00
Roadway Improvements	\$519,426.00	\$444,593.00	\$74,833.00	\$44,459.30
Drainage Improvements	\$155,213.25	\$105,947.00	\$49,266.25	\$10,594.70
TOTAL:	\$1,116,299.75	\$983,634.50	\$132,665.25	\$98,363.45

<sup>\*</sup> Landscape/Hardscape in ET MacKenzie Contract consists of conduit installation for irrigation service and electric service backbone

## EXHIBIT B

# COMMUNITY RECORDINGS

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STATE OF FLORIDA SS

COUNTY OF MANATEE

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CLERIOF THE GROUP COURT MANATEE COURT, FLORICA GINTEGRICANT OF APPROVAL OF BOARD OF COURTY COMMISSION STATE OF FLORIDA )...

IT IS HENEW CENTIFED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD MAN ALL OFFIERS OF DEDICATIONS, ROCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MANANTEE COUNTY, FLORIDA, THIS \_\_\_\_\_\_DAY OF\_\_\_\_\_DAY OF\_\_\_\_\_DAY. COUNTY OF MANATEE SS

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

CHAIRMAN

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CEOPOINT SURVEYING, INC. (LICENSED BUSINESS NUMBER LB7788) 213 HOBBS STREET TAMPA, FLORIDA 33619

DAVID ALAN WILLIAMS, JR. PROFESSIONAL LAND SURVEYOR NO. 158423

CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REMIEMED FOR CONFORMITY WITH THE ALTIMO RECOURSEMENT OF CHAPTER 177, PART LOF THE FLORIDA STATUTES AND THE PALTIMO RECURRENENTS OF MANTER COMMY'S LAND DEVELOPMENT CODE. THE GEOMETRIC CAN'T MAS NOT SEEN VERHIED. COUNTY OF MANATEE )

TODD E BOYLE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6947
MANATEE COUNTY SURVEYOR

DATE

## TREVESTA - PHASE IB

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PLAT BOOK PAGE SHEETS

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#유다

NOTARY PUBLIC SIGNATURE

CERTIFICATE OF ACCEPTANCE COMMISSION EXPIRES

COLATY OF HILSOROURY | <sup>328</sup>
THE DISCLARES TO TREEFEL COMMUNY DEVELOPMENT DESTRUCT, A LOCAL, LINIT OF SPECULA-LOROURS OF REMANDER DETAILS HER, PLARED STATUTES HOUSE CONFERNED TO FARED HER HER HER, PLARED STATUTES HOUSE THE DESTRUCT, HORITOR (THE TISTINGT), WERE ACCEPTED AT AN OPEN METHOD STRUCT, WERE ACCEPTED. STATE OF FLORIDA

ATTEST:

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GOVERNMENT EST ABLISHED PURSUANT TO CEMPITER 190, FLORIDA STATUTES AND LOCATED IN MANATEE COLNITY, FLORIDA JAMES P. HARVEY, CHAIRMAN ASSISTANT SECRETARY

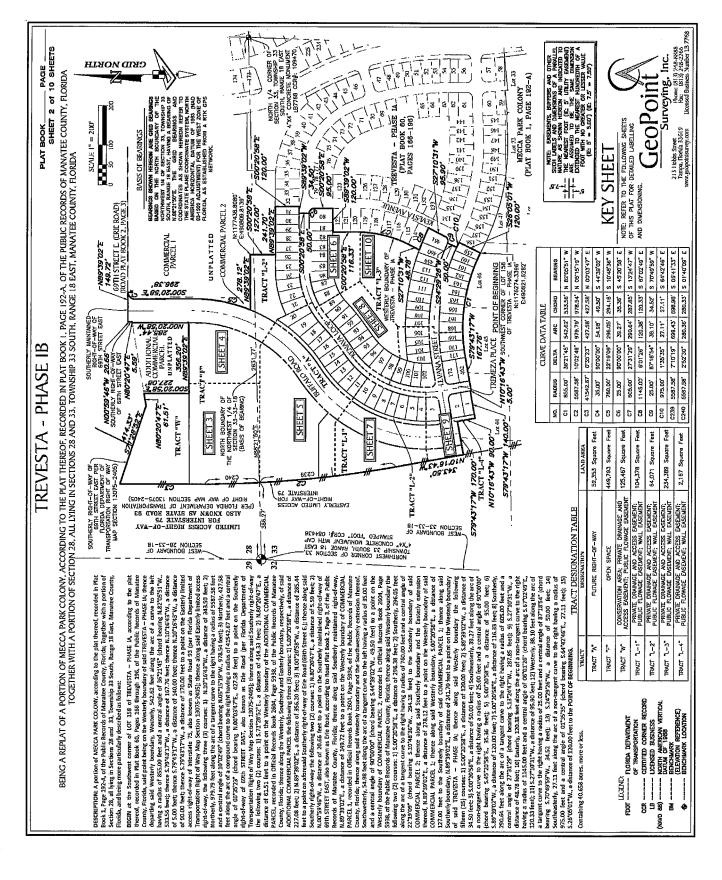
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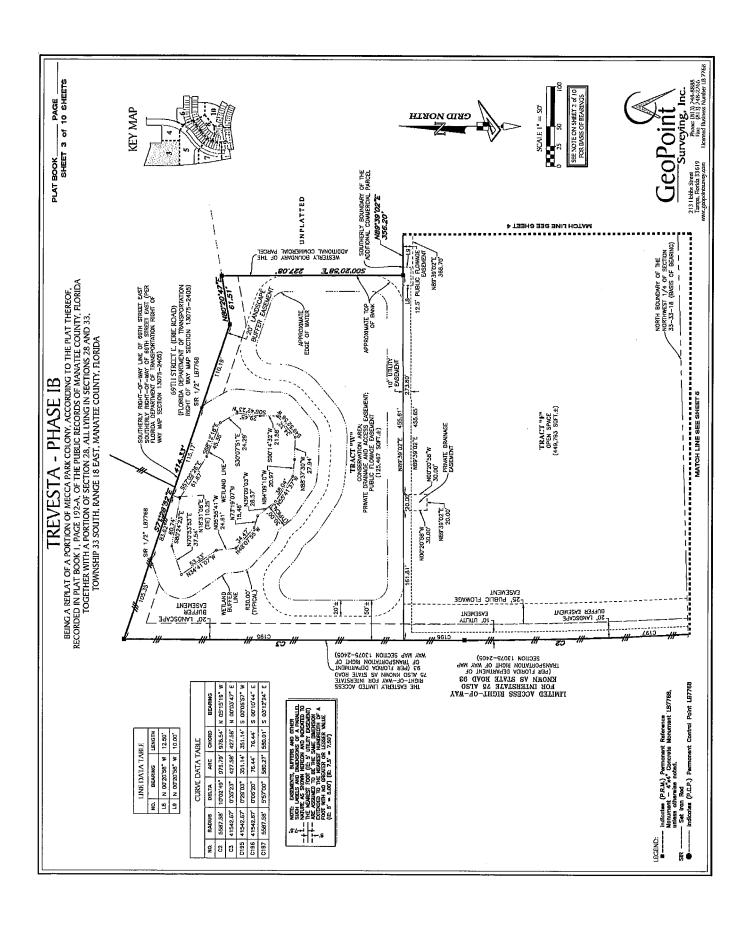
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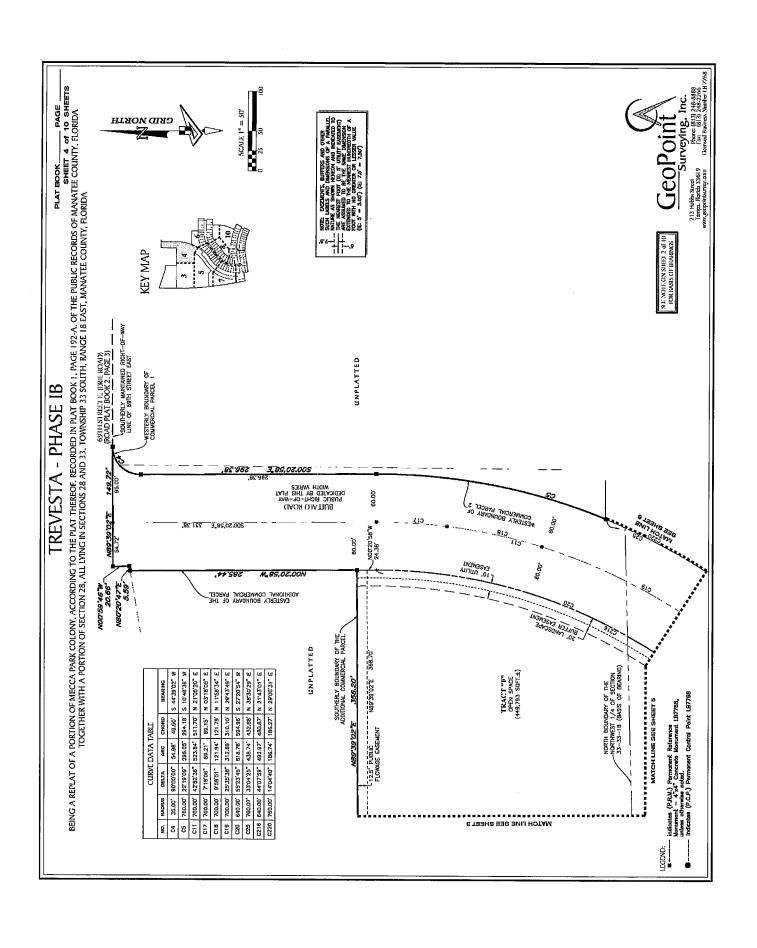
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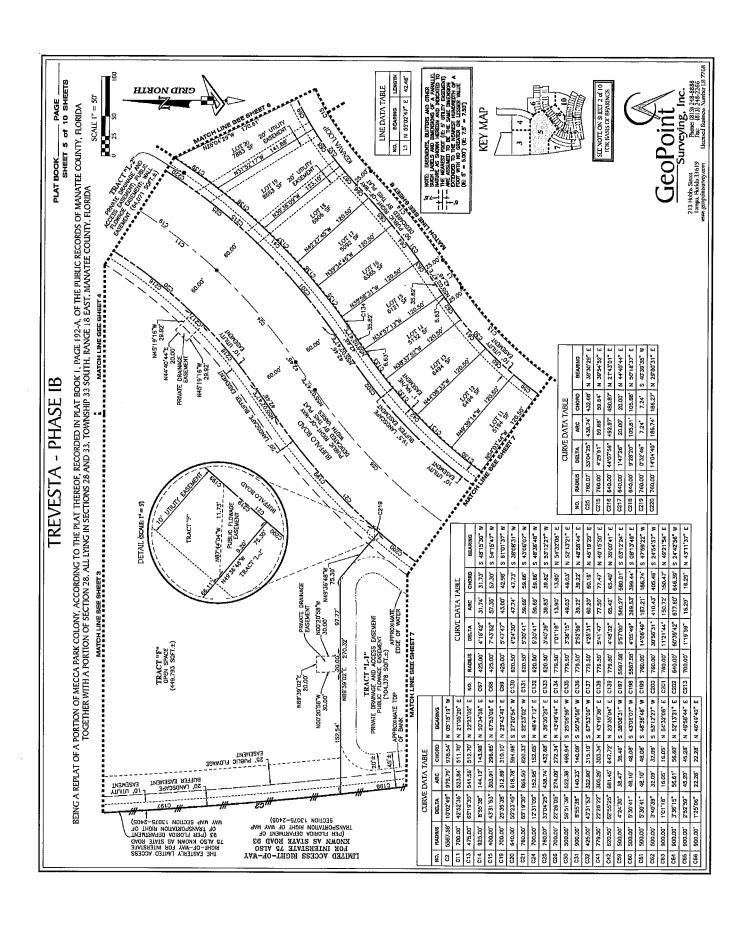
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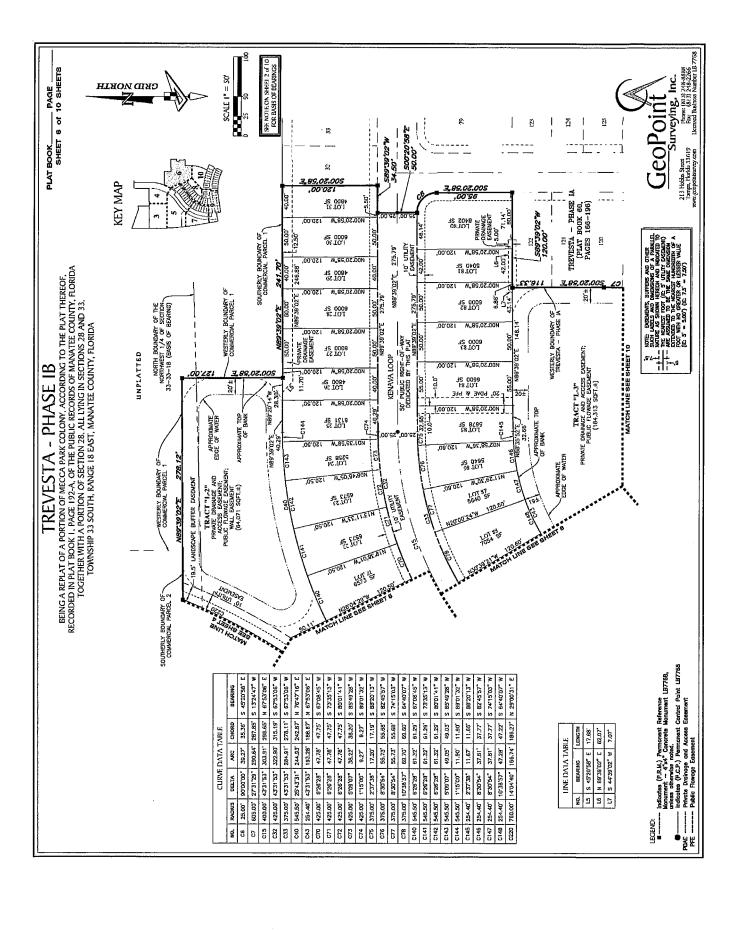
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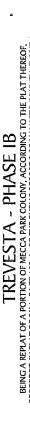






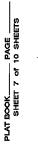


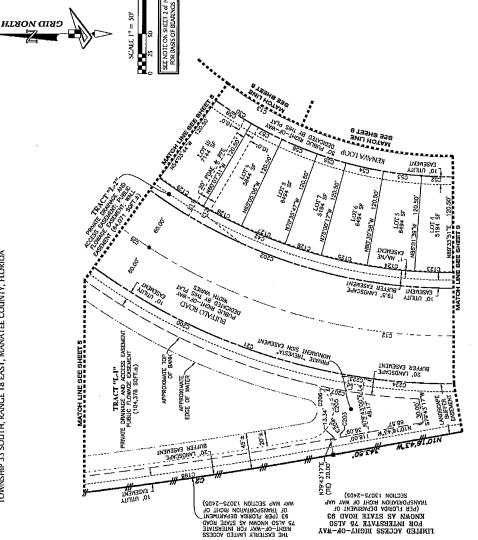




BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192A-0, OF THE PUBLIC RECORDS OF MANATIEL COLINTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYNG IN SECTIONS 28 AND 33, TOMESHER WITH A PORTION OF SECTION 28, ALL LYNG IN SECTIONS 28 AND 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATIEL COUNTY, FLORIDA

KEY MAP





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GeoPoint

213 Hobbs Street Tumpa, Florida 33619 www.gcopolntsurvey.com

Surveying, Inc. 119 Fax: (813) 248-2866 119 Icensed Business Nanher 16 7768

TREVESTA - PHASE

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATIEE COLUNTY. ELORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYNG IN SECTIONS 28 AND 33.

TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATIEE COLUNTY, FLORIDA

PLAT BOOK PAGE SHEETS

KEY MAP

LINE DATA TABLE

C157 329.40' 679'30' 38.28' 39.26' 5.42'52'55' 1 C158 329.40' 905'30' 52.27' 52.21' 5.35'00'23' 1 C158 329.40' 725'52' 42.72' 42.69' 5.26'44'2' N 48'36'45" \$ 26'44'42" \$ 55'05'12" 20.91\* \$ 48'28'27\* 54.90' N 48'36'45" 48.84" N 53'44'22" 2.93' \$ 54'47'28" 4.01 S 54'47'28' 65.39° | 65.33° | S 50'22'23° 52.26 S 42.52.53 71.33 S 35'00'23" 19.13' N 4637'52' 225.78' 221,38' N 35'24'3E 147.87' 156.64 55.68\* 30.82\* 38.97 43.33 58,32 43.92 188.67 37.77 BEARING LENGTH N 55'02'47" E 42.46" CURVE DATA TABLE 58'34'07" 460.00' 43'31'53" 193.28' 148.02 30.83 4B,72 38.98 43.34 4.01 52.29 71.41 58.35 37,81 20.91 19.13 43,93 48.84 54.91 329.40" 819'31" 47.86' 284.91 55.73 16.98 0'30'38" 2.93" DELTA 43:31'53" 39'16'18" 8'30'54" 221,03 6.39,30 855,38 4.42,36" 256'19" 236,20 0.30,38 81931 9.05'30" 4.42'36" 1.01.26 2.56,19" 1.01 26 7.25'52" 830'54" 721,03 1070.60" 2'36'50" 254.40\* 475.00° 925.00° 400.00° 375.00° 329.40" 950.00\* 950.00 450.00 254.40' 1070.60\* 329.40 950,00° 450.00 375.00 950,00\* 450.00 450.00 450.00 254,40 1070,60° 1070,60 450.00 CB3 584 C155 8 982 C149 C153 C156 C33 8 8 5,3 \$ 573 673 83 682 383 C87 88 89 C150 C152 55 5151

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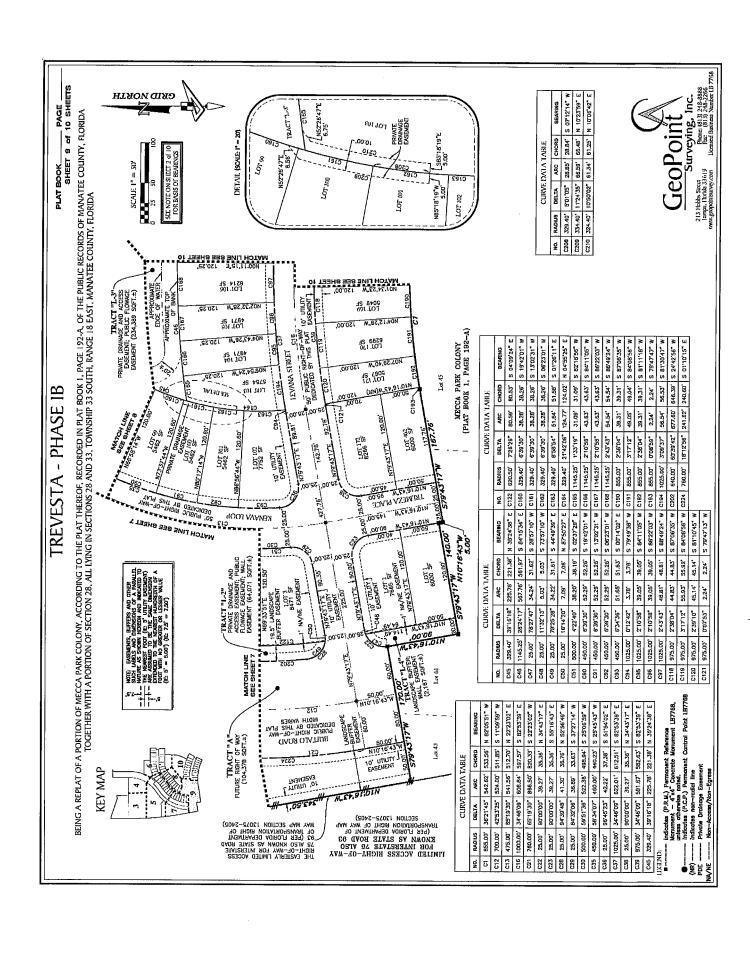
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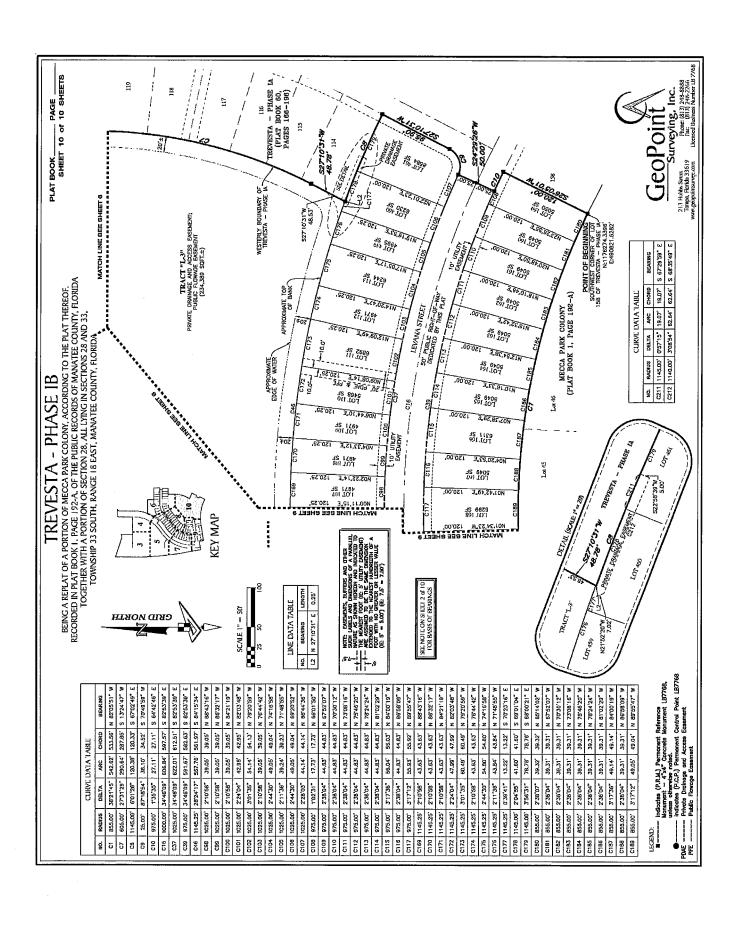
Surveying, Inc.
Phoce: (813) 248-2868
From: (813) 248-2868
Macrased Business Number 18 7768 GeoPoint

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213 Habbs Street Lampa, Holida 33619 umw.geopsinlsunvey.com





#### AFFIDAVIT REGARDING COSTS PAID [PHASE IB UTILITIES & ROADWAYS]

STATE OF $\_$	
COUNTY OF	7

- I, James P. Harvey, of VK Trevesta LLC ("Developer"), being first duly sworn, do hereby state for my affidavit as follows:
  - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is **James P. Harvey** and I am employed by Developer as **Vice President**. I have authority to make this affidavit on behalf of Developer.
- 3. Developer is the developer of certain lands within the Trevesta Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
- 4. The District Engineer's Report dated May 18, 2015, and restated March 24, 2016, among other applicable reports related to the future bond series ("Engineer's Report"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. Pursuant to those certain agreements ("Improvement Agreement") described in Exhibit A hereto, Developer has expended funds to develop improvements described in the Engineer's Report. The attached Exhibit A accurately identifies the improvements completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$132,665.25, and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
- 6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

	lare that I have read the foregoing Affidavit Regarding and correct to the best of my knowledge and belief.
Executed this 5 <sup>th</sup> day of	SEPTEMBEL, 2018.
	By: James P. Harvey Its: Vice President
STATE OF <u>FLOW IBS</u> COUNTY OF <u>HIUSBOLOUH</u>	
	sworn and subscribed before me this $\frac{5\%}{4}$ day of Harvey, Vice President of VK Trevesta LLC, who [v] is as identification.
(NOTARY SEAL)  Notary Public State of Florida Bryon T LoPreste Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020	Notary Public Signature  BA-6-51. Colassis.
S More and a service of the service	(Name typed, printed or stamped) Notary Public, State of FLOUDA Commission No. FGY3080 My Commission Expires: 01-2720

#### **EXHIBIT A: Description of Improvements**

/Description	Contractor
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.
All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.

<u>Improvement</u>	Total Cost	Assessment Area 1 Total	Assessment Area 1 Balance to Finish	Assessment Area1 Retainage
Potable Water System	\$152,781.50	\$144,215.50	\$8,566.00	\$14,421.55
Sanitary Sewer System	\$282,079.00	\$282,079.00	\$0.00	\$28,207.90
Landscape/Hardscape *	\$6,800.00	\$6,800.00	\$0.00	\$680.00
Roadway Improvements	\$519,426.00	\$444,593.00	\$74,833.00	\$44,459.30
Drainage Improvements	\$155,213.25	\$105,947.00	\$49,266.25	\$10,594.70
TOTAL:	\$1,116,299.75	\$983,634.50	\$132,665.25	\$98,363.45

<sup>\*</sup> Landscape/Hardscape in ET MacKenzie Contract consists of conduit installation for irrigation service and electric service backbone

## EXHIBIT B

TREVESTA - PHASE IB

COMMUNITY RECORDINGS
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STATE OF FLORIDA SS

COUNTY OF MANATEE

ALEABIN COUNTERS, CLERK OF THE COLOUT COLOUR COUNTERS COU

GERCOFTE COUNT, LORING COUNTY, ELORING MANATER COUNTY, ELORING STATE OF FLORING 1. BOAND OF COUNTY COMMISSION. COUNTY OF MANATEE )

ATEST.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

CHAIRMAN

CERTIFICATE OF SURVEYOR 1. THE UNDERSIGNED LICENS ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

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CEOPOINT SURVEYIND, INC. (LICENSED BUSINESS NUMBER LB7785) 213 HOBBS STREET TAMPA, FLORIDA 33619

DAVID ALAN VALLIANS, JR. PROFESSIONAL LAND SURVEYOR NO, LSS423

CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR COUNTY OF MANATEE SS STATE OF FLORIDA

IT IS HERBIY CERTIFED THAT THIS PLAT HAS BEEN REVIENED FOR CONFORMITY WITH THE PLATING ACQUISEDENTS OF CHAPTER IT?, PART OF THE FLORIDA STATUTES AND THE PLATING RECURSIBLITS OF MANATEE COLANY'S LAND DEVELOPMENT COOL THE GEOMETRIC CATA HAS NOT SEEN VERHIED.

in La

TODD E BOYLE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6947
RANATEE COUNTY SURVEYOR

RECORDED IN PART OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF.

RECORDED IN PART BOOK 1, PAGE 192-A, OF THE PUBLISH RECORDS OF MANATEE COUNTY. FLORIDA

TOGETHER WITH A PORTION OF SECTION 28, ALL LYINGIN SECTIONS 28, AND 28.

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BIAZDY FIRECULTUT FERSALEN ANALOSTA WEBERBRICHLY TO TOSKAVALODO-MO BETALEN LOTS 4 MOJ 20 AND SKOWI ON SKETS 5, URBEID AS PUBLIC UTLIT ESSENBRY, FOR NESTALLINIO, OPERATION 4ND MAINTBAINES OF PUBLIC WATER AND WASTEWATER INFRASTALCTURE FAIGUTIES.

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E) A NON-EXCLUSIVE FLOWAGE EASEMENT OVER ALL PUBLIC FLOWAGE EASEMENTS SHOWN ON THIS PLAT.

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B) TRACT :F FOR OPEN SPACE;

G) TRACT "W FOR USE AS WETLANDS CONSERVATION, WETLAND BLIFFERS, DRAININGE AND DRAININGE FACILITIES, AND

D) A NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT OVER ALL PRIVATE DRAINAGE & ACCESS EASEMENTS AND PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF TREVESTA - PHASE IB,

3.THE TER (10, FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED IN PARAGRAPH (1A, ABOVE IS ALSO FOR INSTALLATION, OPERATION WID MAINTENANCE OF PRIVATELY-OWNED IRROGATION UTILITY FACILITIES. A, OWNER DOES HEREBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS ALL LANDS, EASEMENTS AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ASOVE TO MANNTEE COUNTY OR THE DISTRICT.

NOTARY ACKNOWILIXIMENT STATE OF FLORIDA )

COUNTY OF MANATEE SS

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PLAT BOOK PAGE SHEETS

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6) THE CONSENATION AREA TRACT SHOWN HEREON WILL BE MONUMENTED WITHIN THE STATUTORY TIME LIMIT PER CHAPTER 177 OF THE FLORIDA STATUTE.

 NONVEHICLER INGRESS AND EGRESS IS PROHIBITED WITHIN ANY AREAS DESIGNATES ON THIS PLAT AS HON-ACCESSINCH-EGRESS, AS SET FORTH IN THE DECLARATION. 8

VISIBLITY TRIANSLES MUST BE MAINTAINED PER THE LAND DEVELOPMENT CODE OF MANNTEE COUNTY, FLORIDA.

INVATINESS VAHEREDE I HAVE HEREI INTO SET UY HAND AND

HS DAY OF 2018.		VK TREVESTA LLC,	A DELAWARE LIMITED LIABILITY COMPANY	16	JAMES P. HARVEY, VICE PRESIDENT						THE FOREGOING CERTIFICATE OF CANTERSHIP AND DEDICATION WAS ACKNOWLEDGE BEFORE	2018, BY JAMES P. HARVEY, AS VICE PRESIDENT OF	VK TREVESTA LLC. A DELAMARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO AS IDENTIFICATION	
COMPANY THIS DAY OF	WITNESSES		SIGNATURE	PRINT NAME		SIGNATURE	PRINT NAME	NOTARY ACKNOWLEDGEMENT	STATE OF PLORIDA	COUNTY OF MANATEE	THE FOREGOING CERTIFICATE OF OWNER	METHIS DAYOR	W TREVESTA LLC. A DELAWARE LIMITED L	

NOTARY PUBLIC SIGNATURE

CERTIFICATE OF ACCEPTANCE COMMISSION EXPIRES STATE OF FLORIDA

THE DEDICATIONS TO TREEST COMMUNITY DEPLEMENT DISTRICT, A LOCAL UNIT OF THE DEDICATIONS TO TREEST COMMUNITY DEPLEMENT TO CHAPTER 190, FLORIDA STATUTES AND LOCATED MINIMALE STATUTES AND LOCATED MINIMALE COUNTY, FLORIDA (THE DISTRICT), WHERE ACCEPTED AND AND ADDRESS AND CONTROL OF THE DISTRICT.  TREVESTA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SECIAL, PURSOOSE GOVERNMENT ESTALEISHED PURSONNT TO CHAFTER YOU, FLORDA STRAINTES AND LOCATED IN MANATEE COLANTY, FLOREDA JAMES P. HARVEY, CHAIRMAN ASSISTANT SECRETARY ATTEST:

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGE
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Geopoint | Surveying, Inc.
Surveying, Inc.
Thothe Street | Name (819, 216-258)
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NOTARY PUBLIC SIGNATURE

PRINT NAME COMMISSION NO

COMMISSION EXPINES:



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BASIS OF BEARINGS

central angle of 27'31'29' (there' bening S.13'24'7'W, 287.85 (test); 9) \$2.77'10'31'W, a distance of \$43.73' test \$10] Statesh, \$10.28' stet should be a root a non-stagent curve to the right based and a central angle of 05'11'20' (thord bening S.70'224'); \$120.33' test); \$115.27'10'31'W, a distance of 95.90 (test; 12) Westerly, \$3.01' (test along the arc of a langent curve to the right hanging andless of \$5.00' feet and a central angle of \$71'52' (thord bening \$71'95'95'W, \$45.2 (test); \$13 \$24'29'55'W, a distance of \$0.00' (test) \$13 \$24'50'55'W, a distance of \$0.00' (test) \$13 \$24'50'50' (test) \$13 \$24'50'50' (test) \$13 \$24'50' (test) \$ 5938, of the Public Records of Manatee County, Horida; thence along said Westerly boundary the following two (2) coursos: 1) S.00′20′58″E, a distance of 296.38 feet; 2) Southerly, 296.05 feet 190.64 feet along the arc of a tangent curve to the right having a radius of 605.00 feet and

/ W89:39'02'E 149.72' | 69TH STREET E. (ERIE ROAD) | (ROAD PLAT BOOK 2, PAGE 3) COMMERCIAL PARCEL 2 COMMERCIAL PARCEL 1 SHEET 10 UNPLATTED \$00.20 58 E TRACT "L-2" 978.54" N 05'15'19" Westerly Boundary Trevesta – Phase IA \$27.1031 N 25.52 75 TRACT "LIST Lot 16 533.56 011 601 801 LDI 901 501 101 427.58 CURVE DATA TABLE SOUTHER! MANTANED
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LIMITED ACCESS RIGHT-OF-WAY TRACT DESIGNATION TABLE EZAMBED LEDOL CCCR. 084426

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(PLAT BOOK 60, PAGES 188-196)

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MECCA PARK COLONY
(PLAT BOOK 1, PAGE 192-A)

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Surveying, Inc.

213 liobbs Street Phone: (813) 248-8888
Tampa, florkla 33619 Po: (813) 248-2266
www.gocjpolnisurvey.com Licensed Business Number 13 7768

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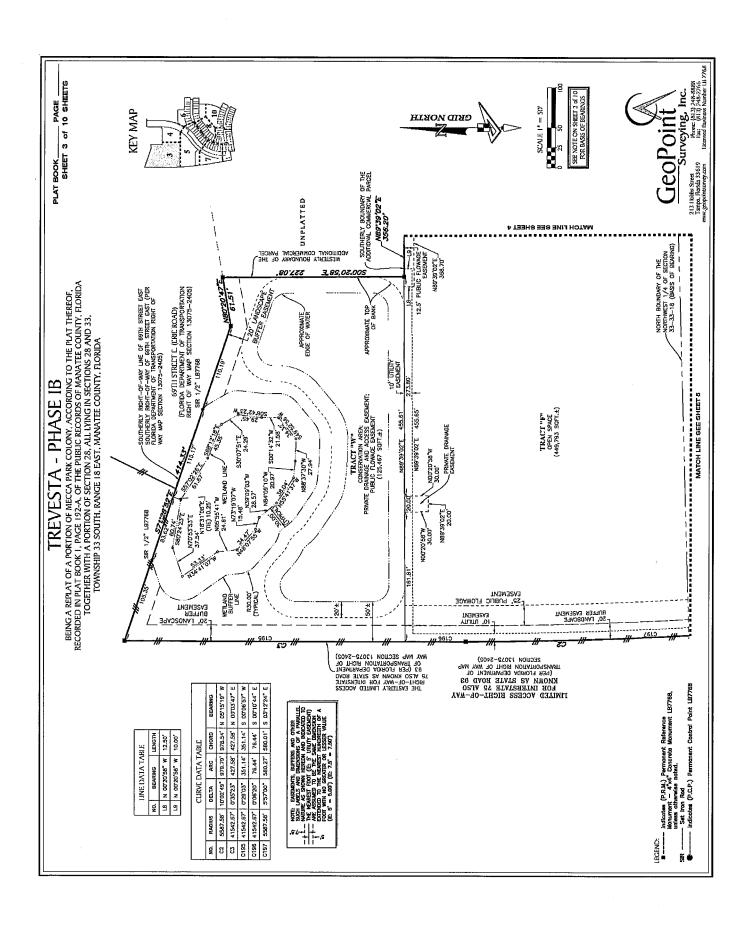
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LICENSED BUSINESS
DATUM OF 1888 BENCHMARK (ELEVATION REFERENCE) BENCHMARK LOCATION

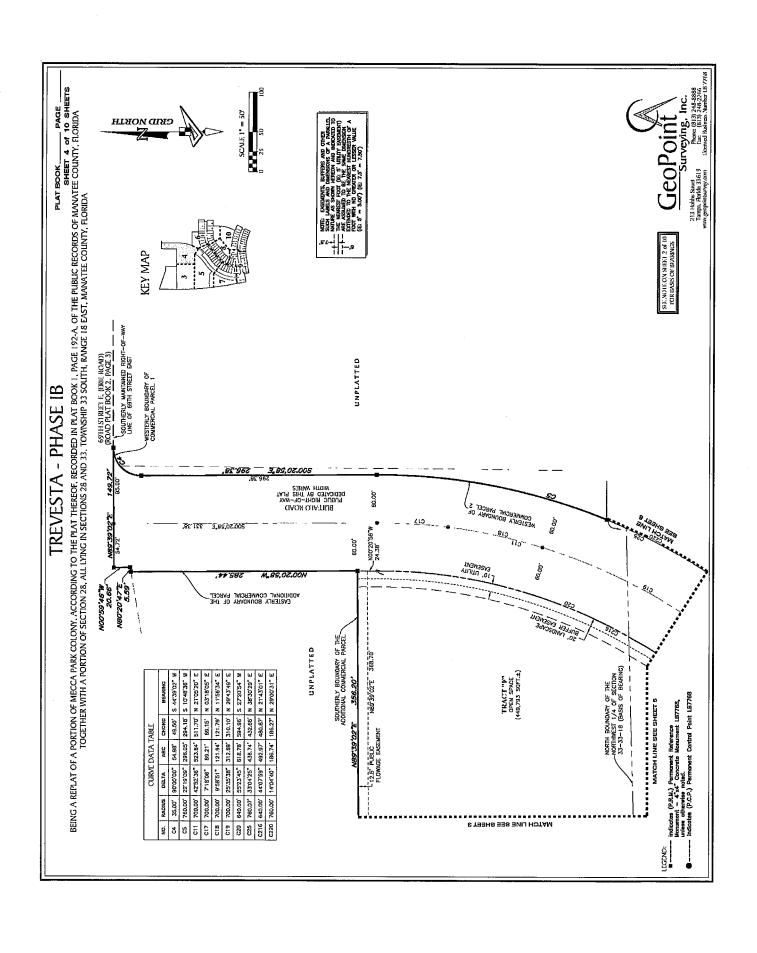
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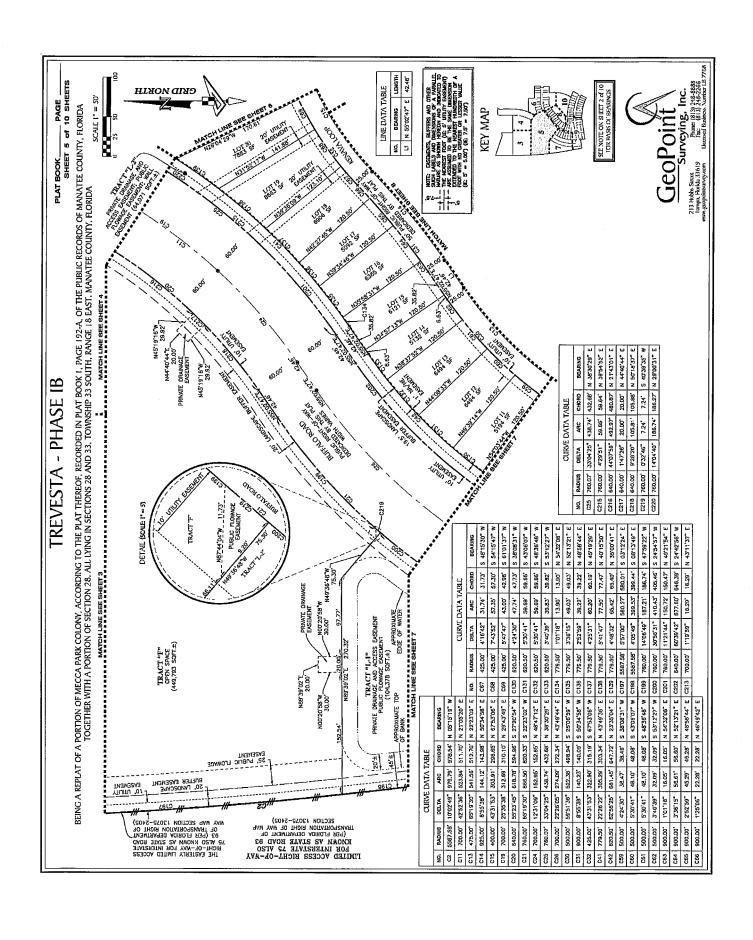
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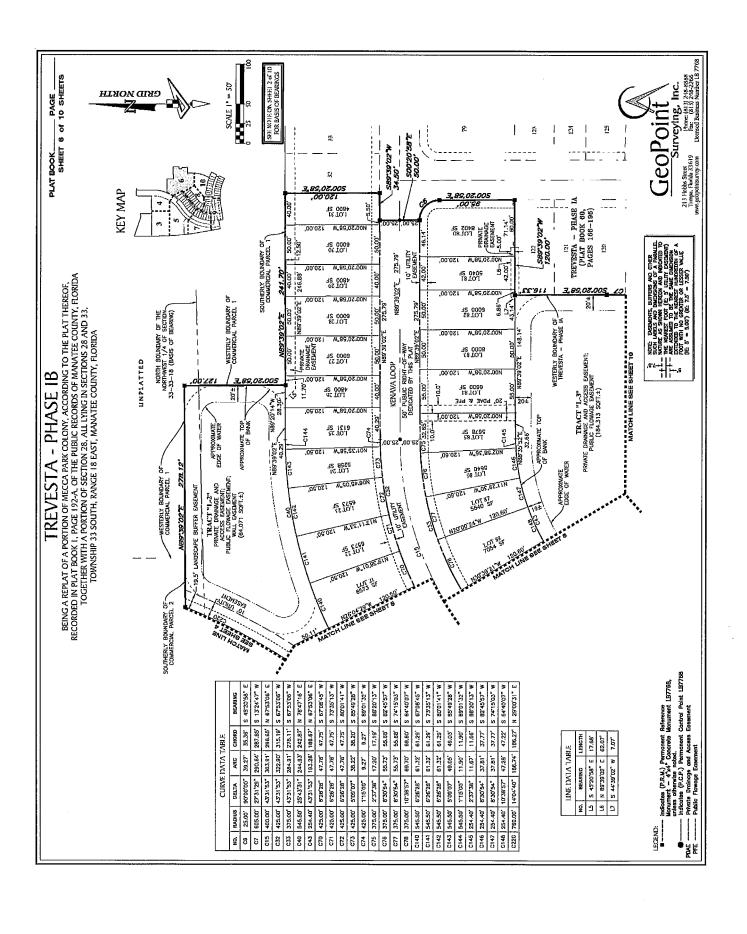
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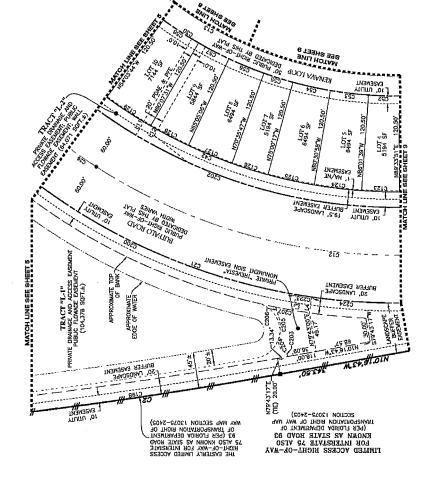




KEY MAP



CKID NOKLH



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399.53' 399.44' S 08'13'49" 410.43' 405.46' S 24'54'57"

SEE NOTE ON SHEET 2 of 1 FOR BASIS OF BEARINGS

SCALE 1'' = 50'

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Ö	BEARING	LENGTH
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7	S 81'18'33" E	20.00
111	W _1E,Z0.09 N	19.50
112	S 60'07'31" E	8,43

Indicates (P.R.M.) Permanent Reference Norunnent - 474\* Concrete Monument LB7768, unless atherwise noted: Indicates (P.C.P.) Permanent Control Point LB7768

LEGEND:

Public Flowage Easemer

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213 Hobbs Street Tampa, Ronda 33619 www.gcopolntsurvey.com

TREVESTA - PHASE IB

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATIEE COLINITY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYNG IN SECTIONS 28 AND 33.

TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COLINITY, FLORIDA

PLAT BOOK PAGE SHEETS 8 of 10 SHEETS

KFY MAP

NO. BEARING LENGTH

LINE DATA TABLE

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213 Hobs Street Surveying, Inc.
213 Hobs Street Phone (8/13) 248-8888 [Jan. 248-8888] [Jan. 248-

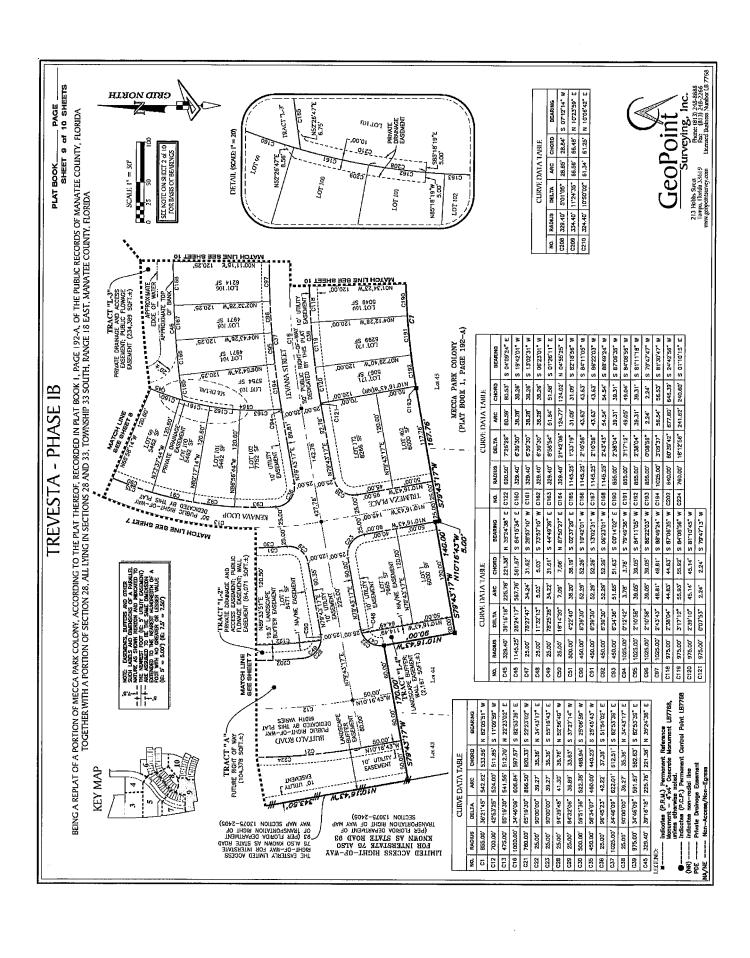
SEE NOTE ON SHEET 2 of 10 FOR BASIS OF BEARINGS

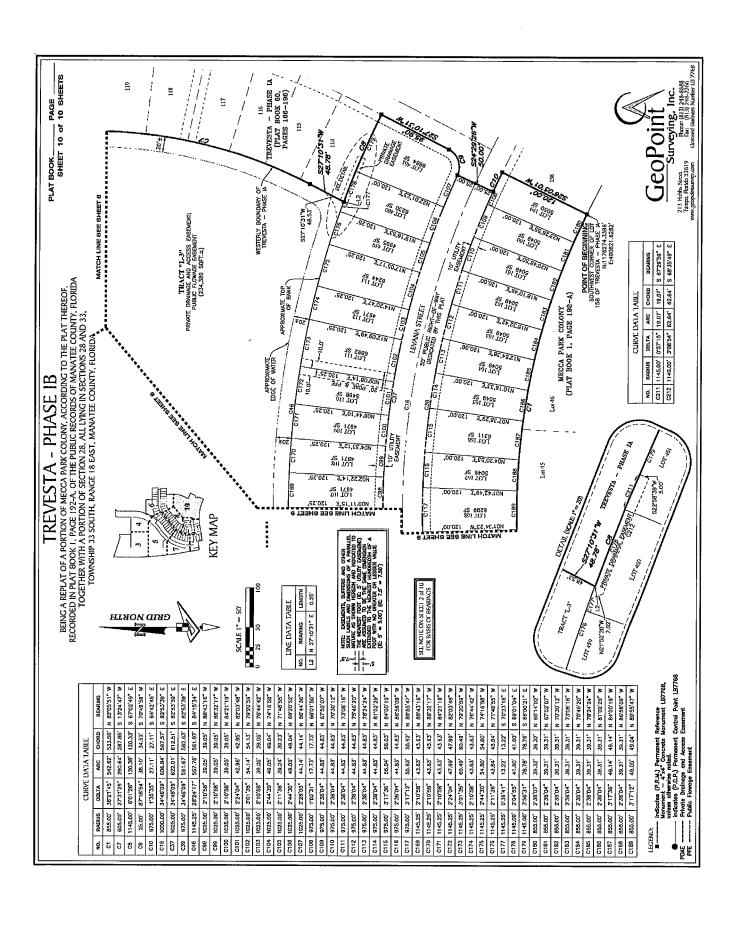
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СКІЮ МОКТН





#### DISTRICT ENGINEER'S CERTIFICATE [PHASE IB UTILITIES & ROADWAYS]

SEPTEMBER 11 , 2018

Board of Supervisors Trevesta Community Development District

Re: Trevesta Community Development District (Manatee County, Florida)
Acquisition of Improvements for Phase IB Utilities & Roadways

#### Ladies and Gentlemen:

The undersigned, a representative of Morris Engineering and Consulting, L.L.C., ("District Engineer"), as District Engineer for the Trevesta Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition from VK Trevesta LLC ("Developer") of certain improvements ("Improvements"), all as more fully described in Exhibit A attached hereto, and in that certain Developer Bill of Sale & Assignment [Phase IB Utilities & Roadways] ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
- 2. The Improvements are within the scope of the District's Assessment Area 1 Project as set forth in the District's *Engineer's Report* dated May 18, 2015, and restated March 24, 2016, among other applicable reports related to the future bond series ("Engineer's Report"), and specially benefit property within the District.
- 3. In my opinion, the Improvements were installed consistent with Manatee County, Florida, standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
- 4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
- 5. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
- 6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

#### FURTHER AFFIANT SAYETH NOT.

Matthew Morris, P.E.

Morris Engineering and Consulting, L.L.C.

Florida Registration No. 68434

District Engineer

STATE OF FI	
<b>COUNTY OF</b>	Sarasota

The foregoing instrument was sworn and subscribed before me this \_\_\_\_\_ day of otember , 2018, by Matthew Morris, P.E., of Morris Engineering and Consulting, L.L.C., who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the

oath.

**ERIN TUMOLO** State of Florida-Notary Public Commission # GG 149834 My Commission Expires October 09, 2021

Notary Public, State of Florida

Print Name: ERin Tumolo

Commission No.: GG 149834 My Commission Expires: 10/9/21

#### **EXHIBIT A: Description of Improvements**

Description	Contractor
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.
All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.

<u>Improvement</u>	Total Cost	Assessment Area 1 Total	Assessment Area 1 Balance to Finish	Assessment Area1 Retainage
Potable Water System	\$152,781.50	\$144,215.50	\$8,566.00	\$14,421.55
Sanitary Sewer System	\$282,079.00	\$282,079.00	\$0.00	\$28,207.90
Landscape/Hardscape *	\$6,800.00	\$6,800.00	\$0.00	\$680.00
Roadway Improvements	\$519,426.00	\$444,593.00	\$74,833.00	\$44,459.30
Drainage Improvements	\$155,213.25	\$105,947.00	\$49,266.25	\$10,594.70
TOTAL:	\$1,116,299.75	\$983,634.50	\$132,665.25	\$98,363.45

<sup>\*</sup> Landscape/Hardscape in ET MacKenzie Contract consists of conduit installation for irrigation service and electric service backbone

## EXHIBIT B

COMMUNITY (ECONDINGS)
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BYNE OF ECRIPTY COMMISSION. 88 COUNTY OF MANATEE IT IS JUSTED VERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED, FOR RECORD AND ALL CHEEKS OF PEDICACIPING AND ACCUPATED, BY THE BOARD OF COLANTY COMMISSIONERS OF MANA/TEE COLENTY, FLORIDA, THIS DAY OF

ATTEST

BOARD OF COUNTY COMBISSION OF MARKATER COUNTY, PLORIDA

ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

CHAIRMAN

CITYTICE, TO SURVINED. AND REDISTERED LAND SURVEYOR, HEREBY CERTY THE TO SURVEYOR, HEREBY CERTY THE TO SURVEYOR HEREBY CHANGE OF THE CHANGE TO SURVEYOR TO THE LAND BENEVIEW AND COMPLETE THE SUBJECTION OF THE CHANGE OF THE SURVEY WHO COMPLETE OF THE SUBJECTION OF THE CHANGE AND COMPLETE AND THE CHANGE OF THE SUBJECTION OF THE CHANGE AND THE CHANGE OF THE SUBJECTION OF THE SUBJECTION

oeopoint surveying, inc (lucensed blyrhese humber lb776) 213 hobbs street Tampa, Florida 33610

DATE DAVID ALAN WILLIAMS, JR PROFESSIONAL LAND SJRVEYOR NO 136423 CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR COUNTY OF MANATER ) STATE OF FLORIDA

If 19 HERBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE FLATING REQUIREMENTS OF CHARBER 17.7 MART TOF THE FLORIDA STATUES AND THE RATTING REQUIREMENTS OF MANKEE COLMITY'S LAND DEVELORMENT COORS. THE GEOLAFING CHATA MORNOTI BEEN VERFIELD

TODO E BOYLE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6047
MANATEE COUNTY SURVEYOR

DATE

# TREVESTA - PHAS

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF.

RECORDED IN PLAT BOOK I, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33,

TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA

THE PAGE 192-A OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

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PLAT BOOK PAGE
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2018		VK TREVESTA LLC,	A DELAWARE LIMITED LIABILITY COMPANY	à	JAMES P HARVEY, VICE PRESIDENT		
COMPANY THIS DAY OF 2018	WITNESSES:		SIGNATURE	A STAN APPROPRIA	HANN MANUE	SIGNATURE	FRINT WAME

NOTARY ACKNOWLED-SEMENT STATE OF PLORIDA

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ATTEST	LOCAL UNIT OF SPECIAL PURPOSE
	GOVERNMENT ESTABLISHED PURSUANT TO
à	CHAPTER 190, FLORIDA STATUTES AND
ASSISTANT SECRETARY	LOCATED IN MANATEE COUNTY, FLORIDA
	gy.
	JAMES D HARVEY CHAIRMAN

THE FOREGONG CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWNEDDE BEFORE WET THIS CHAIRIAN OF TREPESTA COMMINITY DEVELORMENT DISTRET. WHO IS PERSONALLY SKOWN TO ME OF PRODUCED. COUNTY OF MANATER

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GeoPoint

Surveying, Inc.

1/3 Hebbs Street
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| Frame Train 3/60 Per (8/19/2/19-28/8)
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NOTARY PUBLIC SIGNATURE

PRINT NAME COMMISSION NO

COMMISSION EXPIRES

# TREVESTA - PHASE

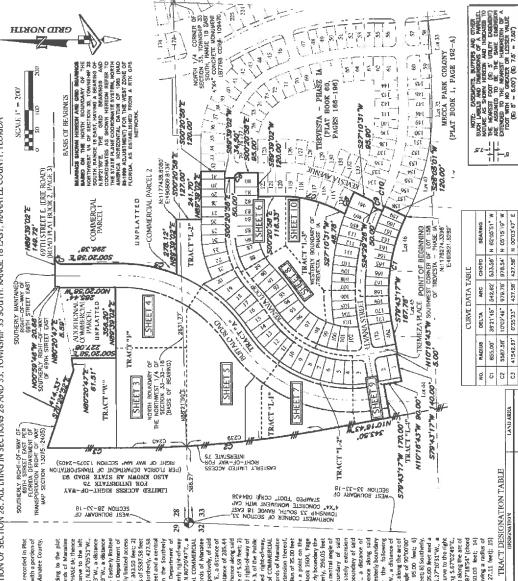
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PLAT BOOK

SHEET 2 of 10 SHEETS BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1. PAGE 192-A. OF THE PUBLIC RECORDS OF MANATEE COUNTY. FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33, TOWNSHIP 33 SOUTH. RANGE 18 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION: A portion of MICCA PARK COLONY, according to the plat thereof, recorded in Plat Boot 1, Page 132-A, of the Pholic Recursio havalete county, Florids, Together with a portion of Section 23, all jurg in Sections 28 and 33, fowmbly 38 South, Angel 18 East, Manalee County, Florids, and being more particularly described as follows:

Transportation Right of Way Map Section 13075-2405); there a drong said Enterly Initided access tighted-bany, the following control of the co and a central angle of 90°000°0° (chord beaning 5.44°990.2°W, 49.50 feet) to a point on the Westerly boundary of COMMERCIAL PRACE. 7, recorded in Official Inscrise Book 1200.7 Page 920.5 of the Public Records of Manuter County, Findral, there along aid Westerly boundary in following the Counter, 115.00°205°E. a distance of 26.53 feet; 2) Southerly, 29.60.5 feet along the act of auggest towner be the right having a reduct of 750.00 feet and a sentral angle of 250.00°E of 190°C feet along the sentral angle of 250°C feet along the 127.00 feet to the Southerly boundary of said COMMERCIAL PARCEL 1; thence along said Southerly boundary, N.893'900'CE, a distance of 241.70 feet to a point on the Westerly boundary of said TREVESTA — PHASE W; theree along said Westerly boundary the following fifteen (15) courses: 1, S.00'20'26'E, a distance of 120,00 feet, 2] sons 393'17''', a distance of 120,00 feet, 2] sons 393'17''''. BEGIN at the Southwest corner of 10T 158 of TREVESTA – PHASE IA, according to the plat thereof, recorded in Rill Robit 650 Robits goes for the build Search of Mamarlee Cheparing, and Westerly boundary, Westerly boundary of said TREVESTA – PHASE IA: There departing and Westerly boundary, Westerly boundary of said TREVESTA – PHASE IA: There departing and Westerly boundary, Westerly 15, 25.2.2.5 feet long the are of a care to the left hand a reliant of SSSD feet and a terminal analy of 387.140° (bond beaming NESYOSST) W., 533.56 feet; There S. 57943177, W., a distance of 137.00 feet there R. 10.15437 W., a distance of 50.00 feet; There S. 57943177W, a distance of 130.00 feet to a point on the Esterly Minited access right-dway of the travels TS, 3, and the moun as 51 feet and 31 great florids Department of TREVENDER OF THE STATE OF T having a radius of 1145.00 feet and a central angle of 06'0126" (chord bearing 5.67'0249"5.
110.33 feet) 113.627'10'31'W, a distance of 35.90 feet; 10'40'sterly, \$3.0 feet along the ration of bearing to represent one to the right having - addits of 35.00 feet and a central angle of 87'1324" (chord bearing 5.07'49'59'W, a distance of 50.00 feet; 14) 50utheasethy, \$7.11 feet along the arc of a north-agent rune to the right having a radius of 95'00'0 feet and a central angle of 013539" (chord bearing 5.64'24'6", 2.7.11 feet (etc.) 51.50'00'0 feet ( 34.50 feet; 3) 5.00°20′58°E., a distance of 50.00 feet; 4) southeasterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00′00″ (chord bearing, 45.42)2542. 35.56 kell; 3) (2.007/20154., a distance of 95.00 kell; 6) (chord bearing, 45.42)2542. 3.356 kell; 3) (2.007/20154). a distance of 13.00 kell; 3) (southerly, 20164 kell; 3) (southerly, 20184 kell; 3) (southerl Southerly ight-of-way the following won (2) courses: 1) Na9727427°E, a oldsmice of 5.59 feet; 3, N. NGOT5946°W, a distance of 5.59 feet to 3, N. NGOT5946°W, a distance of 10.50 feet to a point on the Southerly maintained right-of-way of 69th STREE 1943. Also known as Elei Room, according to Road Plate Root 2, Page 3, of the Public to a point on aforesaid Southerly right-of-way of Eric Road (69th Street E.); thence along said Records of Manatee County, Florida; thence along said Southerly maintained right-drivwny, N89'39'02'E, a destorre of 1927 feet to a point on the Westerfy boundary of COMMARCIAL PARCEL I, recurded in Officeal Records Book 2804, Page 5934, of the Public Records of Manater County, Florida; thence along said Westerly boundary and the Southwesterly extension thereof Southwesterly, 54.98 feet along the arc of a tangent curve to the left having a radus of 35.00 feet



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THE PARTY AND PA	DESIGNATION	FUTURE RIGHT-OF-WAY	OPEN SPACE	CONSERVATION AREA; PRIVATE DRAINAGE AND	ACCESS EASEMENT; PUBLIC FLOWAGE EASEMENT	PRIVATE ORAINAGE AND ACCESS EASEMENT: PUBLIG FLOWAGE EASEMENT; WALL EASEMENT	PRIVATE ORANAGE AND ACCESS EASEMENT.	PRIVATE DRAINAGE AND ACCESS EASEMENT;	PUBLIC FLOWAGE EASEMENT; WALL EASEMENT	PRIVATE DRAINAGE AND ACCESS EASEMENT; PUBLIC FLOWAGE EASEMENT; WALL EASEMENT	
	TRACT:	TRACT "A"	TRACT "F"		HONG! W	TRACT "L-1"	TRACT "L-2"		ואאנו נ–ט	TRACT "L-4"	

- CERTIFED CORNER RECORD
- LICENSED BUSINESS
- NORTH AMERICAL
DATUM OF 1060 BENCHMARK (ELEVATION REFERENCE) BENCHMARK LOCATION

FLORIDA DEPARTMENT OF TRANSPORTATION

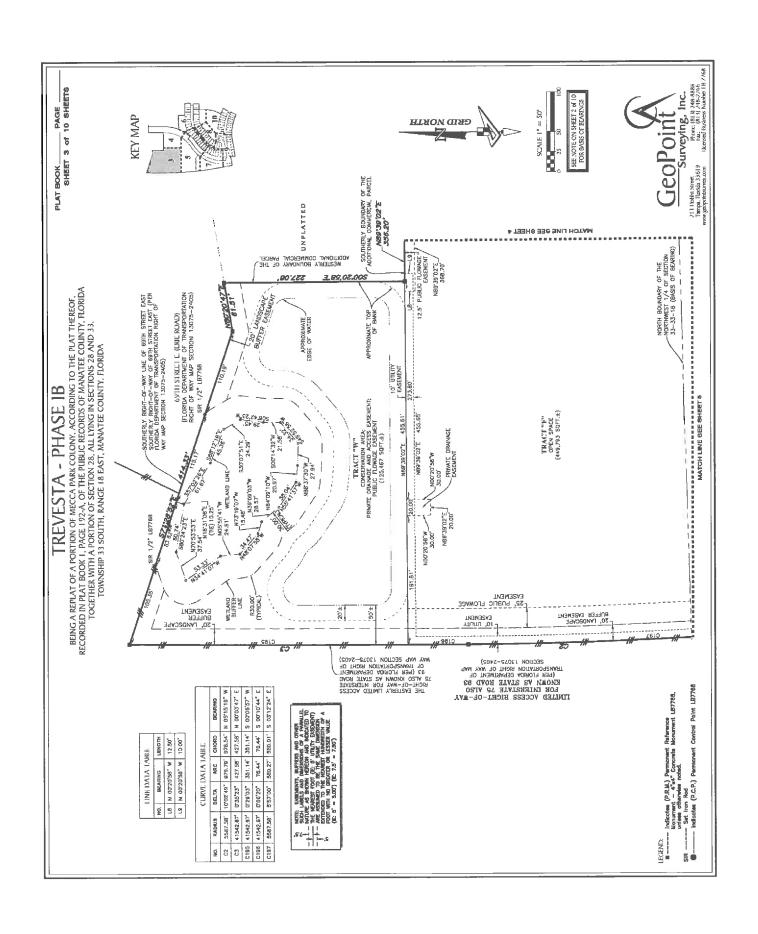
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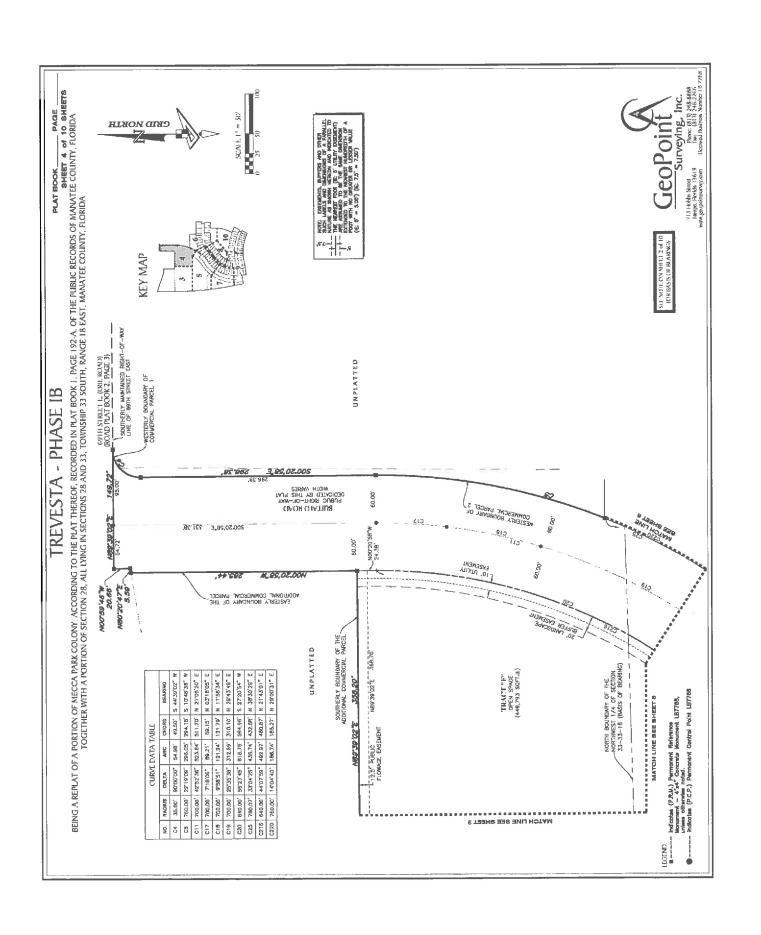
Containing 40.658 acres, more or less.

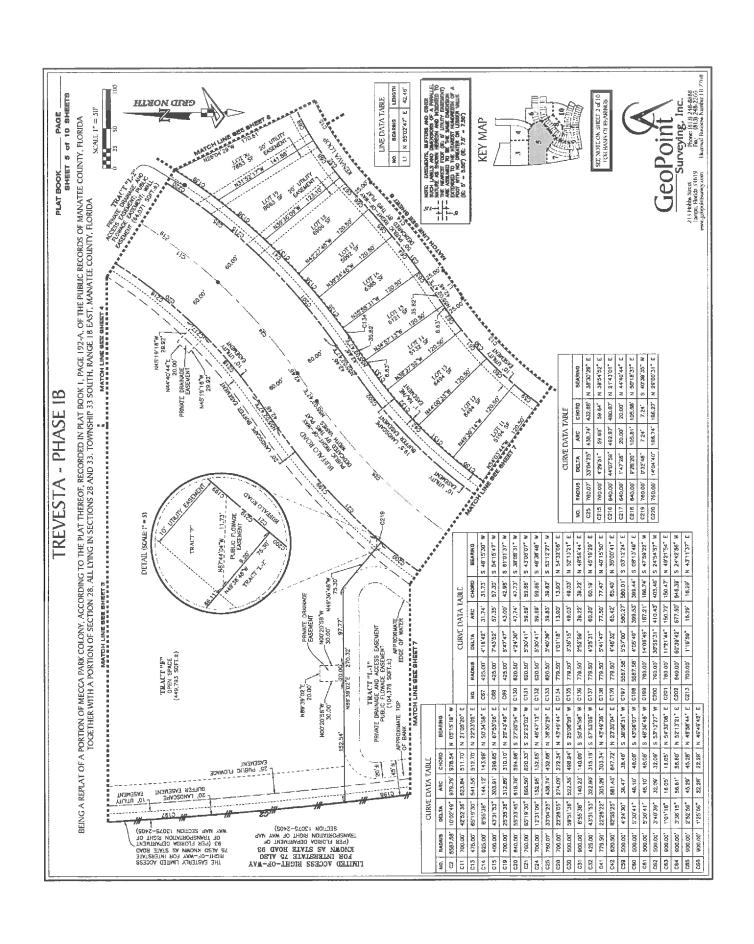
S 44'33' E S 54'33' E S 56'4'33' E S 56'4'	49.50° 284.18° 35.36° 35.36° 120.33° 120.33° 34.52° 27.11° 698.98°	427.58 54.98 296.05 39.27 290.64 120.38 36.10 27.11 699.43	075273 427.58 427.58 N 000347 8900000 54.98 447802 970000 38.27 30.58 5.75447 80735 28.065 28.48 5.75447 80735 28.065 28.58 5.75447 19.37 28.17 22.11 22.11 22.11 22.11 27.11	36.00° 780.00° 780.00° 25.00° 605.00° 1145.00° 25.00° 975.00° 5587.58°	23 99 99 99 99 99 99 99 99 99 99 99 99 99	1449,783 Square Feet 125,467 Square Feet 105,467 Square Feet 104,378 Square Feet 14,071 Square Feet 234,389 Square Feet	INSERTATION FULDER RIGHT-OF-WAY  OPEN STACE SEENATION AREA ENVIRE DRUNNER SEEVERT SEESTEREMENT FULDER COMMER SEEVERT TO PET CHANGE ESCENERY IN ECHANGE ESCENERY IN ECHANGE ESCENERY IN ECHANGE ESCENERY IN ECHANGE SEEVERT WATE DRANGE SEEVERT WATER W
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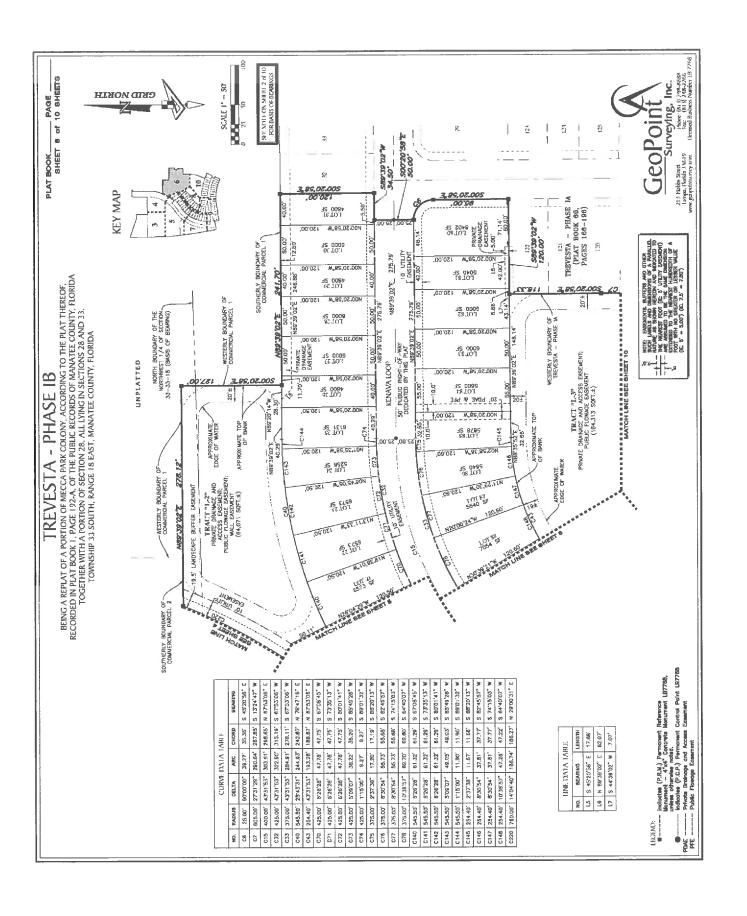
NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING. **KEY SHEET** 

GeoPoinft











KEY MAP



MATCH LINE SEE SHEET 6

TRACT "1,-1"
PRIVATE DEVINGE AND ACCESS EASEMENT
PUBLIC FLOWAGE EASEMENT
(104,378 SQFT.±)

APPROXIMATE TOP OF BANK

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THE EASTERLY LIMITED ACCESS WAY WAY WAS SECTION 13075-2405)
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CLIRVE	DELTA	10'02'49"	42'53'25"	6519'30"	66"19"30"	59'51'36"	62'55'25"	4'24'30"	530*41"	5'30'41"	4.54'30"	5'30'41"	4.57,38	6'03'47"	4.24"30"	5.30,41	5.30,41	4'24'30"	5.30"41"	4'57"35"	6'03'47"	4.05,49*	30'56'31"	50'39'42"	50'30'21"	75.30'08"	3823'08"	25'43'48"	1.38,15"	1.30,28"	18,12,58
	RADIUS	5587,58	700.007	475.00*	780.00*	500.00	620.50	500.00	500.00	500.00	300.00	500,00	500.007	500.00	620.50*	620.50	620.50	620,50	620.50	620.50	620.50*	5587.58	780.007	640.00	8.02	15.DG*	50.00	15.00*	780.007	760.00	750.00
	9	ß	C12	C13	C21	630	C42	C52	CS3	125	C55	CSB	C27	228	C123	C124	C125	C126	C127	C12B	C129	C19B	0020	C202	C203	C204	C205	C206	C207	C223	C224

L3 N 81'18'33" W 20.00'
L4 S 81'18'33" E 20.00'
L11 N 60'07'31" W 19.50'
L12 S 60'07'31" E 8.43' NO. BEARING LENGTH LINE DATA TABLE

KENAVA LOOP 15 46 50 A S184.27 MATCH LINE BEE BHEET 9 8434 SF BASA SF LOT 4 5194 SF

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LEGEND

Indicates (P.R.M.) Permanent Reference Mourners — 4-54" Concrate Monument LB7769, unless otherwise roble. Indicates (P.G.P.) Permanent Control Point LB7769

NA/NE ---- P

Non-Access/Non-Egress Public Flowage Easement Private Drainage and Access Easement

TREVESTA - PHASE

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COLINTY, ELORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33.

TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33.

TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COLUNTY, FLORIDA

NO. BEARMG LENGTH

LINE DATA TARLE

CURVE DATA TABLE

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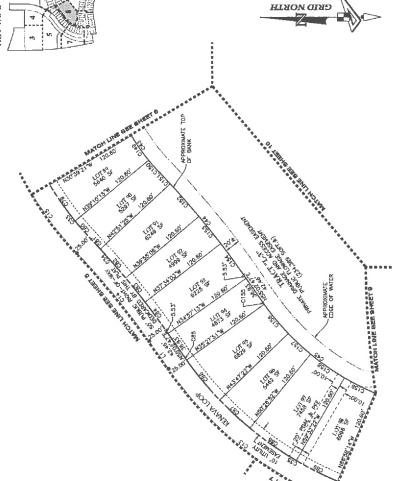
400'00' 955.00

475.00" | 65'19'30" | 541.56"

DELTA

SHEET 8 of 10 SHEETS PLAT BOOK

KEY MAP



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1070.80' 2'58'19"

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42.59° S 26'44'42" W

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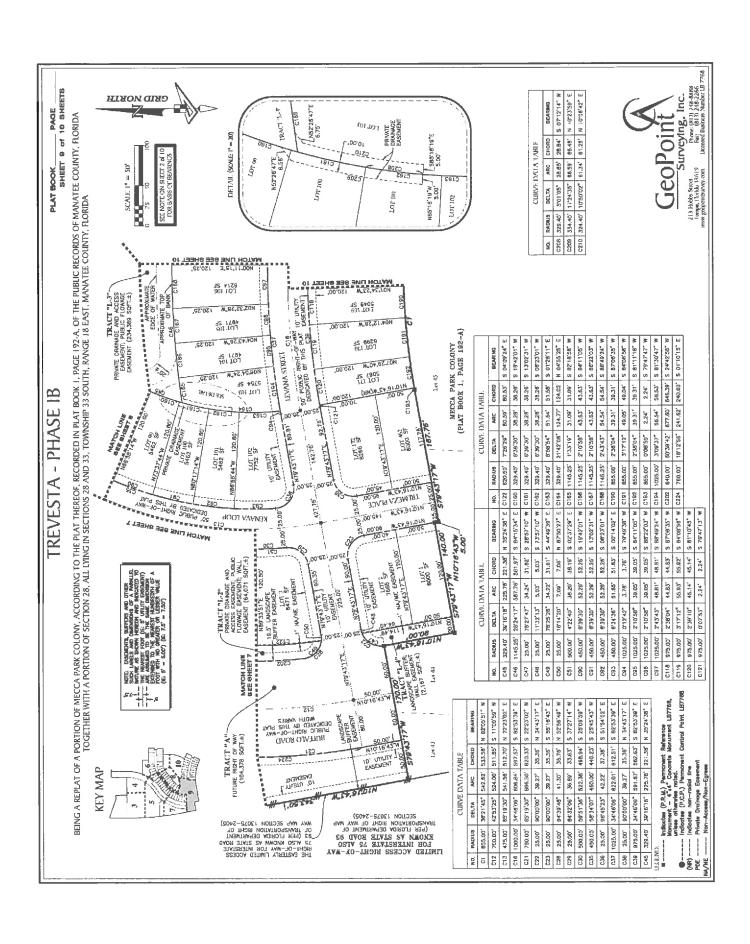
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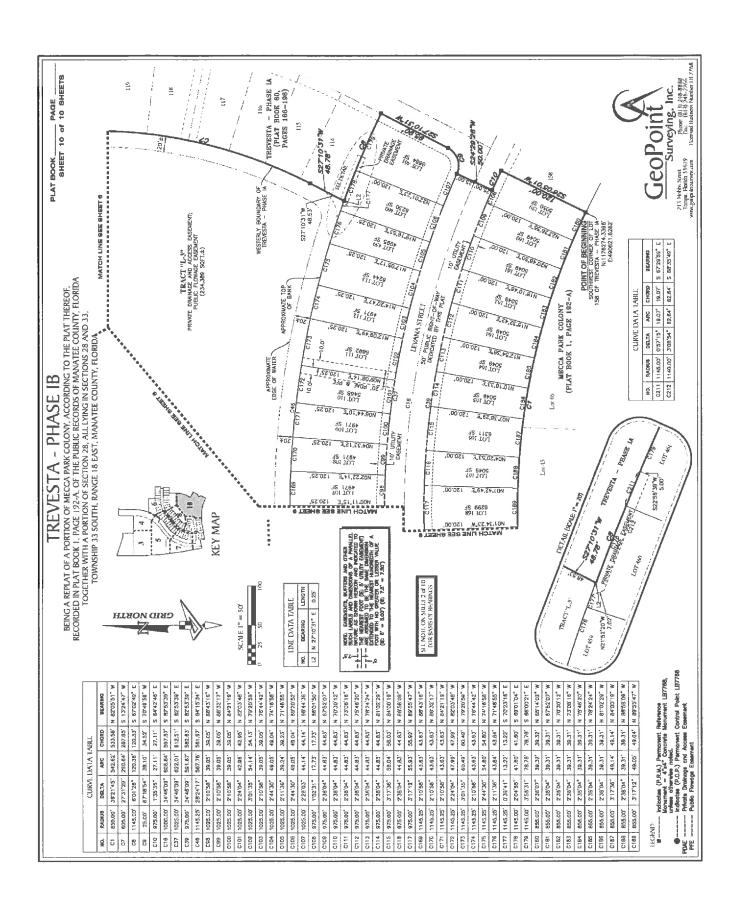
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213 Habbs Street Lompa, Florida 34619 www.gaxpckinburney.com

UKSKND

hidectes (P.R.M.) Permonent Reference Monument — 4% Comment Monument LB7789, united otherwise noted indicates (P.C.P.) Permonent Control Point LB7789 Physics Dictiogs and Accese Energent Public Florage Exsensent PEAE ----





#### CONTRACTOR RELEASE [PHASE IB UTILITIES & ROADWAYS]

THIS RELEASE is made to be effective as of the day of sept., 2018, by E.T. MacKenzie of Florida, Inc., a Florida corporation with offices located at 6212 33<sup>rd</sup> Street East, Bradenton, Florida 34203 ("Contractor"), in favor of the Trevesta Community Development District ("District"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

#### RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated December 26, 2017, and between Contractor and VK Trevesta LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2.** ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- **SECTION 3.** WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- **SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed <u>\$132,665.25</u> and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being made.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

SECTION 0. EFFECTIVE DATE. THIS REP	ease shan take effect upon execution.
	By: Its: General Manager
STATE OF FLORIDA )	
COUNTY OF Manatee )	
I HEREBY CERTIFY that on this personally appeared Scott Huber said person signed the foregoing instrument and se be his/her free act and deed for the uses and personally known to me or has produced not) take an oath.	verally acknowledged the execution thereof to purposes therein mentioned. Said person is
EXECUTED and sealed in the County Sept., 2018.	and State named above this 4th day of
(NOTARIAL SEAL)	Print Name: Brenda E Balkan Notary Public, State of Florida My Commission No.: My Commission Expires:



#### **EXHIBIT A: Description of Improvements**

Description	Contractor
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as Exhibit B.	E.T. MacKenzie of Florida, Inc.
All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.

Total Cost	Assessment Area 1 Total	Assessment Area 1 Balance to Finish	Assessment Area1 Retainage
\$152,781.50	\$144,215.50	\$8,566.00	\$14,421.55
\$282,079.00	\$282,079.00	\$0.00	\$28,207.90
\$6,800.00	\$6,800.00	\$0.00	\$680.00
\$519,426.00	\$444,593.00	\$74,833.00	\$44,459.30
\$155,213.25	\$105,947.00	\$49,266.25	\$10,594.70
\$1 116 200 75	\$092 624 50	\$122 <i>665</i> 25	\$98,363.45
	\$152,781.50 \$282,079.00 \$6,800.00 \$519,426.00	Area 1 Total           \$152,781.50         \$144,215.50           \$282,079.00         \$282,079.00           \$6,800.00         \$6,800.00           \$519,426.00         \$444,593.00           \$155,213.25         \$105,947.00	Area 1 Total         Balance to Finish           \$152,781.50         \$144,215.50         \$8,566.00           \$282,079.00         \$282,079.00         \$0.00           \$6,800.00         \$6,800.00         \$0.00           \$519,426.00         \$444,593.00         \$74,833.00           \$155,213.25         \$105,947.00         \$49,266.25

<sup>\*</sup> Landscape/Hardscape in ET MacKenzie Contract consists of conduit installation for irrigation service and electric service backbone

#### DEVELOPER BILL OF SALE & ASSIGNMENT [PHASE IB UTILITIES & ROADWAYS]

This Developer Bill of Sale & Assignment (Phase IB Utilities & Roadways) evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the \_\_\_\_ day of \_\_\_\_\_, 2018, by VK Trevesta LLC ("Grantor"), a limited liability company, whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401, and to the Trevesta Community Development District ("Grantee"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

- 1. All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta Phase IB, attached hereto as Exhibit B ("Utilities").
- 2. All roadways and related earthwork improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta Phase IB, attached hereto as **Exhibit B** ("Roadways", and together with Utilities, "Improvements"); and
- 3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements ("Warranty and Indemnity Rights"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the

Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

- b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by Manatee County, Florida ("County") in connection with the turnover of any of the Improvements to the County, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.
- d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
- e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- f. This instrument shall be governed by, and construed under, the laws of the State of Florida.
- g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.
- h. As consideration for the sale of the Improvements, and subject to (and without intending to alter) the provisions of that certain *Amended and Restated Acquisition Agreement (2016 Bonds)* effective March 29, 2016, among other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **EXHIBIT A**.

IN WITNESS WHEREOF, the Grantoname this 5 <sup>th</sup> day of September, 2018.	or has caused this instrument to be executed in its
	y: Alla Careers s: Via Messon
STATE OF FLORIDA COUNTY OF HILLS BOLOUGH	
The foregoing instrument was acl SEPTEMBER., 2018, by James 1. Harvey, as La limited liability company, on behalf of the known to me or // who has produced a	chowledged before me this day of VK Trevesta LLC, company, (check one) / / who is personally as identification.
(Affix Notary Seal)  Notary Public State of Florida  Bryon T LoPreste  My Commission FF 943080  Expires 01/27/2020	Notary Public, State of Florida My Commission Expires: 0(21.23

#### **EXHIBIT A: Description of Improvements**

Description	Contractor
All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.
All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as <b>Exhibit B</b> .	E.T. MacKenzie of Florida, Inc.

<u>Improvement</u>	Total Cost	Assessment Area 1 Total	Assessment Area 1 Balance to Finish	Assessment Area1 Retainage
Potable Water System	\$152,781.50	\$144,215.50	\$8,566.00	\$14,421.55
Sanitary Sewer System	\$282,079.00	\$282,079.00	\$0.00	\$28,207.90
Landscape/Hardscape *	\$6,800.00	\$6,800.00	\$0.00	\$680.00
Roadway Improvements	\$519,426.00	\$444,593.00	\$74,833.00	\$44,459.30
Drainage Improvements	\$155,213.25	\$105,947.00	\$49,266.25	\$10,594.70
TOTAL:	\$1,116,299.75	\$983,634.50	\$132,665.25	\$98,363.45

<sup>\*</sup> Landscape/Hardscape in ET MacKenzie Contract consists of conduit installation for irrigation service and electric service backbone

## EXHIBIT B

RENGA REPLATOR A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF.

RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

TOMEWHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

TOMEWHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

TOMEWHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

TOMEWHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

TOMEWHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

THE PROGRESSION OF RESTORMENT AND THE PROGRESS OF Geopoint
Surveying, Inc.
Tamp Toda 31619
Test (813) 216-2886
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Test (813) 216-2886 VISIBILITY TRIANSLES MUST BE MAINTAINED PER THE LAND DEVELOPMENT CODE OF MANATEE COUNTY, FLORIDA. COUNTY OF NUMBER

COUNTY OF NUMBER

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COUNT OF HILEBOROUGH | SEE

COUNT OF TREESTA COMMUNT DEVELOHENT DISTRICT, A LOCAL UNIT OF

SPECIAL PURPOSE COVERNIENT ESTABLISHED PURSANAT TO CHAPTER 198, FLOREN

FORTILES AND LOCATION IN MANAGE COUNTY, FLORIDA (HE TOSTROTY), WHERE ACCEPTED

AT AN OPEN MEETING THE DISTRICT. PLAT BOOK PAGE
SHEET 1 of 10 SHEETS VKTREVESTA LLC, A DELAWARE LIMITED LIABILITY COMPANY BY, JAMES P. HARVEY, VICE PRESIDENT NOTARY PUBLIC SIGNATURE JAMES P. HARVEY, CHAIRMAN PRINT NAME COMMISSION NO. THE FOREGONG CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGE BEFORE MET THIS BY OF 2718, BY MARKEY AS CANDIANO OF TREDESTA COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALT KYOWN TO WE OR PRODUCED. NOTARY ACKNOWLEDGEMENT STATE OF FLORIDA 1 CERTIFICATE OF ACCEPTANCE NOTARY PUBLIC SIGNATURE By: ASSISTANT SECRETARY PRINT NAME COMMISSION NO COMMISSION EXPIRES PRINT NAME STATE OF FLORIDA WITNESSES SIGNATURE SIGNATURE PRINT NAME ATTEST: CONTRICTOR OF CHANTS(IP AND DITINGATION)
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PRIESMAN THE A UNITED UNITED TO DOWN THE LIGHDAY THE OFFICE O) ALL PUBLIC RIGHT GF. WAY SHOWN ON THIS PLAT OF THE DESTA . PHUSE IB? TOGETHER WITH A FIGHT OF THE DESTA PRODUCED WITH THE OUTSIDE OF THE OUTSIDE OF THE POLITICIST SHOWS THE P A) ADATP HABLE (TUTT PESSENT ALACEAT HAD REPREDICATELY O'CEMAN, LOS AND RESILATION BESILATION O'CEMBER IN THE DESCRIPT, FOR RESILATION OS SHETS, I. CHEED AS THAT DESCRIPT, FOR REPRESINGUING PERSONNET AND WASTERWITTER ADDINGSTERWITTER. THE SECRET FOR THE ADDINGSTERWITTER. BEN ACE VIEW TO READ ALONG TO A VIEW TO REPREDENDED AT REASON, LOUD AND MENTAL TO REMAINED FOR THE LITTLE AND A MEN SHOWN ON SHEET 5, LOREID AS PUBLIC UTLIT ESSENBER," FOR REALL, LITTLES, AND AND NAWITEWATER IN PRASTACTURE FACILITIES. 2. TO THE TREVESTA COMMANTY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT ESTRALLERS OF RESIDENT STATUTES. AND LOCATED IN MANNITES COUNTY, FLORID (IN POSTRICT), ITS SUCCESSORS AND ROCK ASSENSY; INFECLIONMENC. 3.THE TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED IN PARAGRAPH 1.A. ABOVE IS ALSO FOR INSTALLATION, OPERATION AND MAINTEUNICE OF PRIVATELY-CONNED IRROGATION UTILITY FACILITIES. A. OWNER DOES HEREBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS. ALL LANDS, EASEMENTS AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ASOVETO MANATEE COUNTY OR THE DISTRICT. NOTARY ACKNOWLUXITMENT STATE OF FLORIDA O) TRACT "W FOR USE AS WETLANDS CONSERVATION, WETLAND BUFFERS, DRAINAGE AND DRAINAGE FACILITIES, AND E) A NON-EXCLUSIVE FLOWAGE EASEMENT OVER ALL PUBLIC FLOWAGE EASEMENTS SHOWN ON THAS PLAT. D) A NOWEXCLUSIVE DRAINAGE AND ACCESS GASEABIT OVER ALL PRIVATE DRAINAGE & ACCESS EASEMENTS AND PRIVATE DRAINAGE GASEMENTS SHOWN ON THIS PLAT OF TREVESTA - PHASE IB. COUNTY OF MANATEE SS COMMISSION EXPIRES: TREVESTA - PHASE IB C) A NON EXCLUSIVE INGRESS AND EGRESS EASEMENT ACROSS TRACT A FOR EMERGENCY, LAWENFORCEMENT AND MANATEE COUNTY MAINTENANCE PERSONNEL 1. TO MANATEE COUNTY FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING: THE PAY, SE ROWGED OF THE CORNEL BY A SHAPPEN CORNEL BY THE OFFICIAL DEPOTION OF THE SERBIVINED LANGE CREATED REBRAN AND MALL NIND CHARLES WAS CORNEL, FORM OF THE PAY, THERE MAY BE CORTINE, FORM OF THE PAY, THAY MAY BE FOUND RECORDED ON THIS PAY, THAY MAY BE FOUND THE PAY THAY MAY BE TOWN. B) TRACT 1- FOR OPEN SPACE: RESINGATION OF CASEATION PROGRAMM.

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MANATER COUNTY, ELORICA
GERTRECATE OF APPROVAL OF BOARD OF COLATTY COMMISSION
SIATE OF PORTS

1 GEOPOINT SURVEYING, INC. (LICENSED BUSINESS NUMBER LB7788) 213 HOBBS STREET TAMPA, FLORIDA 33819 CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR COMMUNITY RECORDINGS

THE EGGLARATION OF GOVERNITE, CONDITIONS, AND RESTREETINGS

RESTREETINGS

THE FURNITHER FRECORDS BONG

THE PUBLIC RECORDS OF MANNITE COCHTY, PLORID. CHAIRMAN in Tag DAVID ALAN VALLAMS, JR. PROFESSIONAL, LAND SURVEYOR NO, LS8423 TODD E BOYLE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 69/7
MANATEE COUNTY SURVEYOR ATION OF LASIMENTS ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT COUNTY OF MANATEE SS COUNTY OF MANATEE SS COUNTY OF MANATEE ) STATE OF FLORIDA STATE OF FLORIDA ATTEST



DESCRIPTION: A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 132-4, of the Pholic Records of Manatee County, Florick; Together with a portion of Section 18, all Jivig in Sections 28 and 33, Township 38 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of LOT 138 of TIRE/GETA – PHASE IA, according to the plat thread, recorded in Plat Book 67, Pages 136 though 136, of the Public Incernists of Manaulee County, Fiorita, said point being on the Westenh boundary of said TIRE/SETA – PHASE IA, threes begaring, said westenhy boundary, Westenhy Southary, SALSZ, Reel along it has not 6 a curve to the left begaring as not 68 section of 855.00 feet and a central angle of 367.2145° (drond bearing MASCOSSTW). distance of 48.78 feet; 10) Easterly, 120.38 feet along the arc of a non-tangen asterly, 27.11 feet along the arc of a non-tangen

THMEST CORNEE OF SECTION 33. SECTION 33. SOUTH, RANCE 18 EAST SOURIER OF SECTION 33. 28 Transportation Right to Way Way Section 13075-2405; there along said Southerly righted-way a formation Right to Way Way Section 13075-2405; there along said Southerly righted-way distance of 14.51 feet to a point on the Westerly boundary of the ADDITIONAL COMMERCIA. PARCEL, recorded in Official Records Book 2604, Page 5938, of the Public Records of Manater 32 County, Brothat COMMERCIA Parcel Section 1504, Page 5938, of the Public Records of Manater 32 County, Brothat COMMERCIA Parcel Book 2604, Page 5938, of the Public Records of Manater 32 COUNTY, Brothat COMMERCIA Parcel Book 2604, Page 5938, of the Public Records of Manater 32 CATON Rect 21 (200758F), a distance of 225.544 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.544 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.544 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW, a distance of 255.44 feet has noted to all states of 355.65 feet 3) MOSOSEW. feet to a point on aforesald Southerly right-of-way of Erie Road (68th Street E.); thence along said Southerly inghe/way the following but C] Lournes: 1,1 March 2007/Tr., a distance of S.59 Feet, 3) No. 2003/964°W, a distance of 2.066 feet to a point on the Southerly maintained right-of-way of 69th STREET EAST, also known as Erie Road, according to Road Plat Book 2, Page 3, of the Public Records of Manatree Carnity, Florids, there we along said Southerly maintained right-of-way. New 2007/E.1, a distance of July, 27 best to a point on the Westerly boundary of COMMKRCLL A. recorded in Official Records Book 2504, Page 5934, of the Public Records of Manatree 533.56 leat); thence 5.7913.17W, a distance of 167.76 feet; there M.1071643\*W, a distance of 5.00 feet; thence 5.79143.17W, a distance of 14000 feet; thence M.1071643\*W, a distance of 5.00 feet; thence 5.79143.17W, a distance of 14000 feet to a point on the Easterly inhited access righted-way of interstate T5, also known as State Road 93 (per Roidia Department of Tinsoportation (Bight of Way May Section 13075-2405); thence along said Easterly limited orces righted-way, the following three (3) courses: 1, A.1071643\*W, a distance of 34350 feet 2). and a central angle of 10 '02'49' (chord bearing R.05'15'19"W., 978.54 (eet); 3) Northerly, 427.58 feet along the acr of a compound curve to the right having, realists of 415-24.57 feet and a central and of 60 '03'522" (chord bearing N.00'03'47"c, 427.58 feet) to a point on the Southerly applicebusy of 60th STREET EAST, also known as Ethe Road (peer Florida Department of the Compound of the Com along the arc of a bargent curve to the right hawing a radius of 760.00 feet and a central single of 22/1909° (furth chaning 2.20/1909° (furth chaning 2.20/1909°) (furth chaning 2.20/1909°) (furth chaning 2.20/1909°) (furth chaning 2.20/1909°) (and 2.20/1909°) County, Florida; thence along said Westerly boundary and the Southwesterly extension thereof, Southwesterly, 54.95 feet along the arc of a targent curve the left having a redus of 35.00 feet and a central of 90°0000° (chord bearing 5.44'39'02')W, 49.50 feet) to a point on the Westerly boundary of COMMERCIAL PARCEL 2, recorded in Official Records 8004 2594. 5938, of the Public Records of Manatee County, Florida; thence along said Westerly boundary the billowing two (2) coursos: 1,5.00°20'56"E, a distance of 296.38 feet; 2) Southerly, 296.05 faet 94.50 feet; §) \$.00′20′58″E., a distance of \$0.00 feet; §) \$outheactch, 39.27 feet along the arrof a non-tangent curve to the right having a radius of \$5.00 feet and a central angle of \$00000 feet of beginning \$457058°E, a distance of \$5.00 feet; of \$68900 burstle, a distance of \$5.00 feet; of \$68900 burstle, a distance of \$1.000 feet; of \$68900 burstle, a distance of \$1.000 feet; of \$1.000 feet 120.33 feel), 11§.2,7710'31'W, a distance of 95.90 feet; 12) Westerly, 38.10 feet along the arr of a langent curve to the right having a radius of 25.00 feet and a central angle of 87715'S4" (chord bearing 5.70'49'59'W, 34.52 feet); 13) 5.24'29'5'W, a distance of 50.00 feet; 14) 190.64 feet along the arc of a tangent curve to the right having a radius of 605.00 feet and entral angle of 27'31'29" (chord bearing 5.13'2447"W., 287.85 feet) 9) 5.27'10'31"W., a naving a radius of 1145.00 feet and a central angle of 06°01'26" (chord bearing S.67°02'49"E, 975.00 feet and a central angle of OL\*35'35" (chord bearing 5.6 5.26\*05'01"W, a distance of 120.00 feet to the POINT OF BEGINNING

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\*\*\*MOTIS\*\*\*A3\*\*\* SOUTHEST CORNER OF IGT 156
-5.00\*\*
\*\*\*CONTRACTOR OF TRENESTS A PHASE IA THE PART OF TRENESTS AND TRACT "L-2" BEARING 52710'31 524.29,26 Lot 16 TRACT "1,-3 76 110 108 101 101 101 101 101 101 101 101 DELTA ARC CHORD CURVE DATA TABLE NOO'59'46'W 20.65 SOUTHERY RGHT-OF-WAY OF BITH STREET EAST -579'43'17"W 167.76' SOUTHERLY MAINTAINED-RIGHT-OF-WAY OF ADDITIONAL 4 PARCEL PAR 69T 0L1 1L1 SHEET 4 N80'20'47'E N88/21/50% 2 TRAC'T "F" RADIUS NORTH BOUNDARY OF IE NORTHWEST 1/4 DF SECTION 33-33-18 (BASIS OF BEARING) NB0'20'47'E ğ SHEET 3 140.00 TRACT "W" SHEET 7 TW 170.00 THE TRACE THE TR 'RACT "L-1" N10'18'43"W 90.00" M. 21,57.625 물 SOUTHERLY RIGHT-0F-WAY OF SOUTHERLY EAST PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY WAP SECTION 13075-2405) TRACT "L.2" EASTERLY LIMITED ACCESS
RIGHT-OF-WAY FORNITERSTATE 75

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LEGEND:

- CERTIFIED CORNER RECORD
- LICENSED BUSINESS
- NORTH AMERICAN VERTICAL
DATUM OF 1988

(ELEVATION REFERENCE) BENCHMARK LOCATION

BK ----- (88 OVAV) ğ

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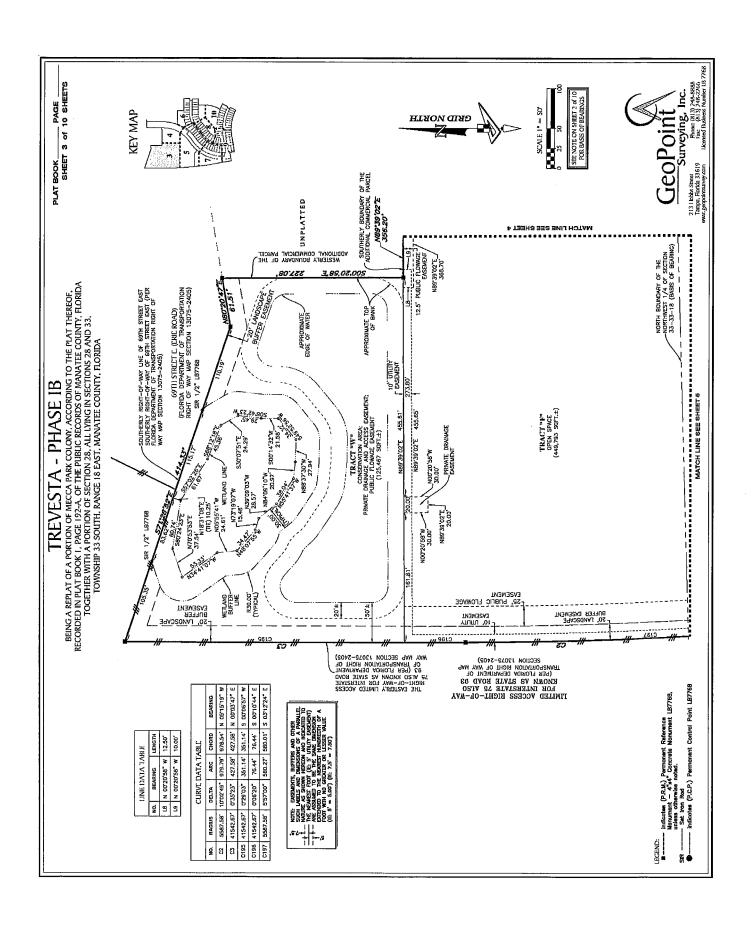
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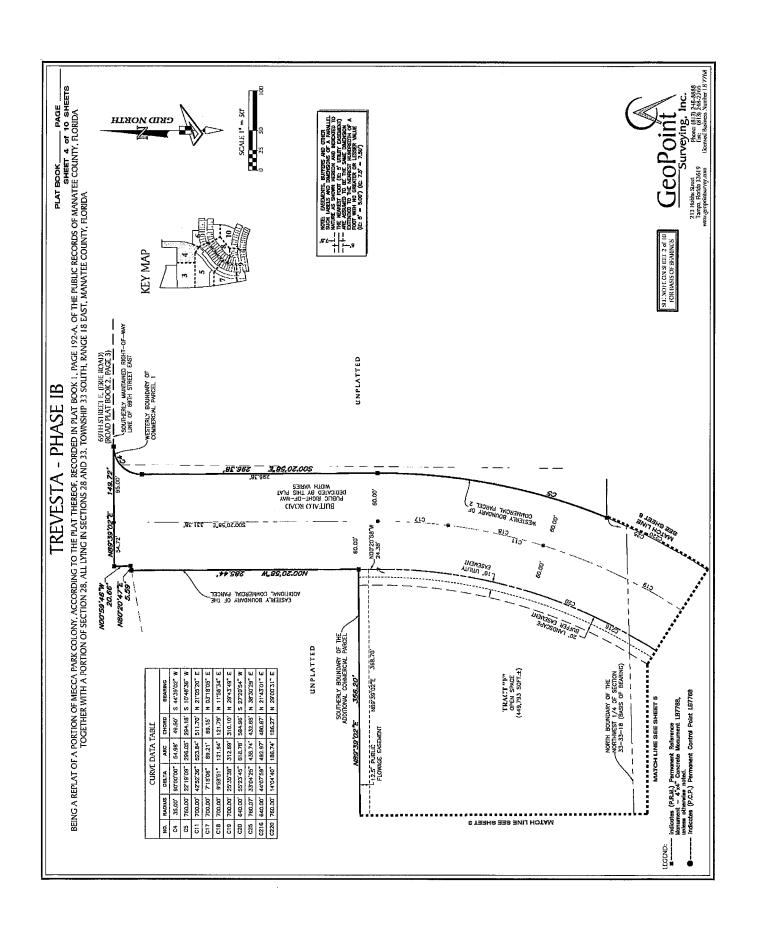
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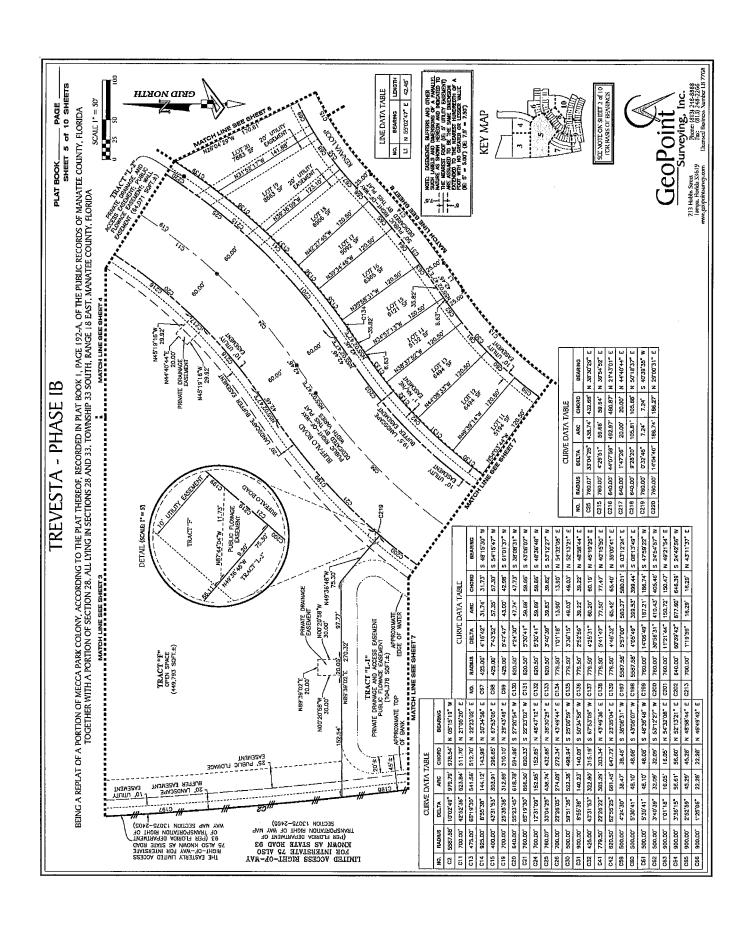
213 Hobes Street Tampa, florida 33619 www.geopolnisurey.com

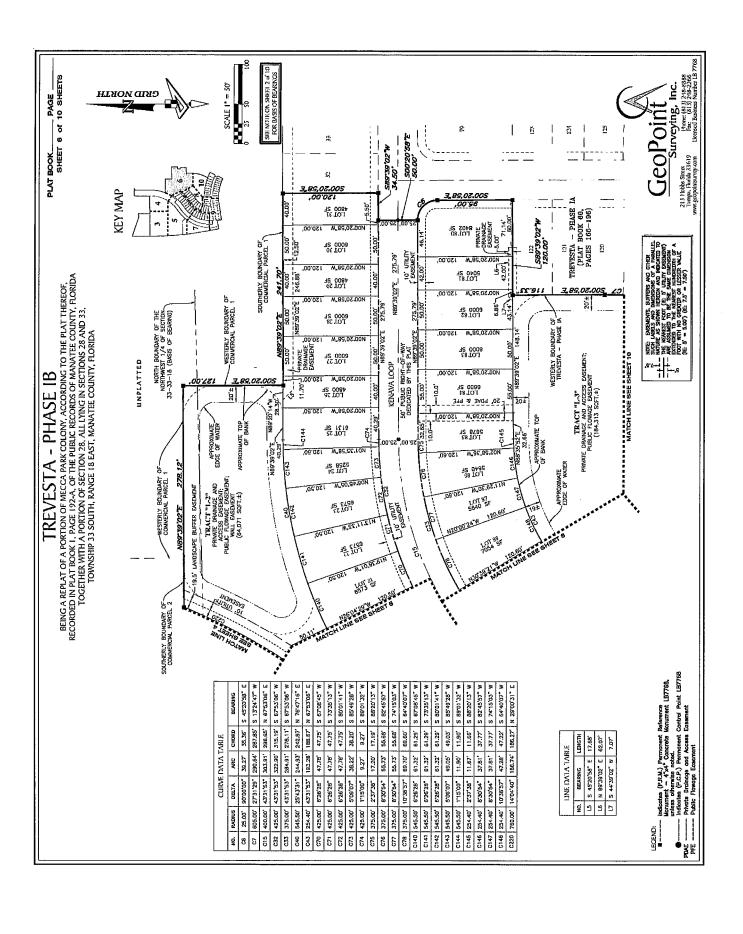
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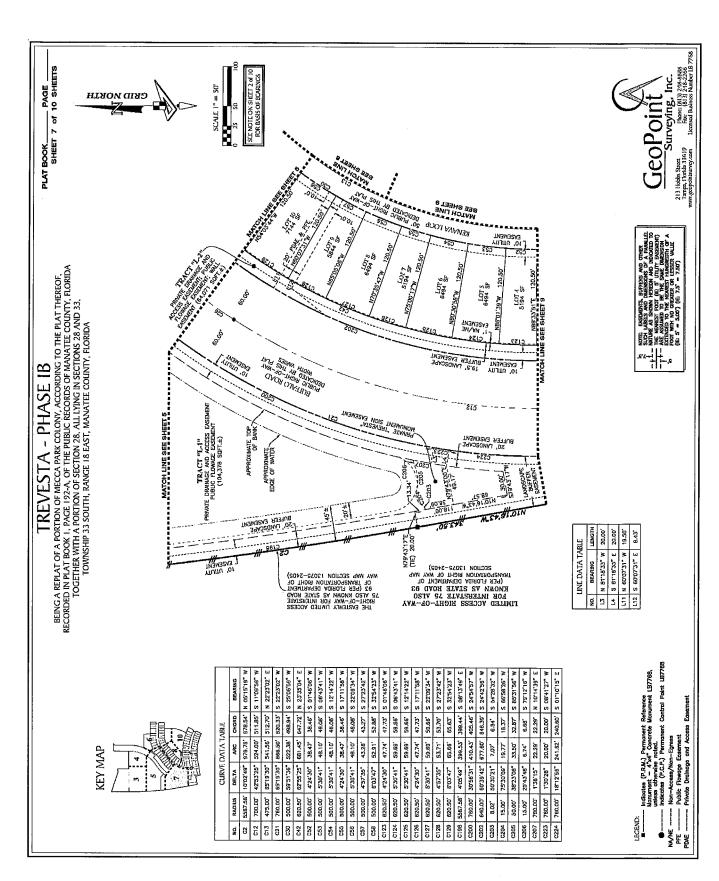
Phone: (813) 248-8888 Fac: (813) 248-2266 Ucensed Business Number LB Surveying, Inc.











TREVESTA - PHASE IB

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK I. PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COLINTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33, TOMNSHIR 33 SOUTH, RANGE 18 EAST, MANATEE COLINTY, FLORIDA

PLAT BOOK PAGE SHEETS



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Surveying, Inc.
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There: (813) 248-2868
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SIE NOTE ON SHIED 2 of 10 FOR BASIS OF BEARINGS

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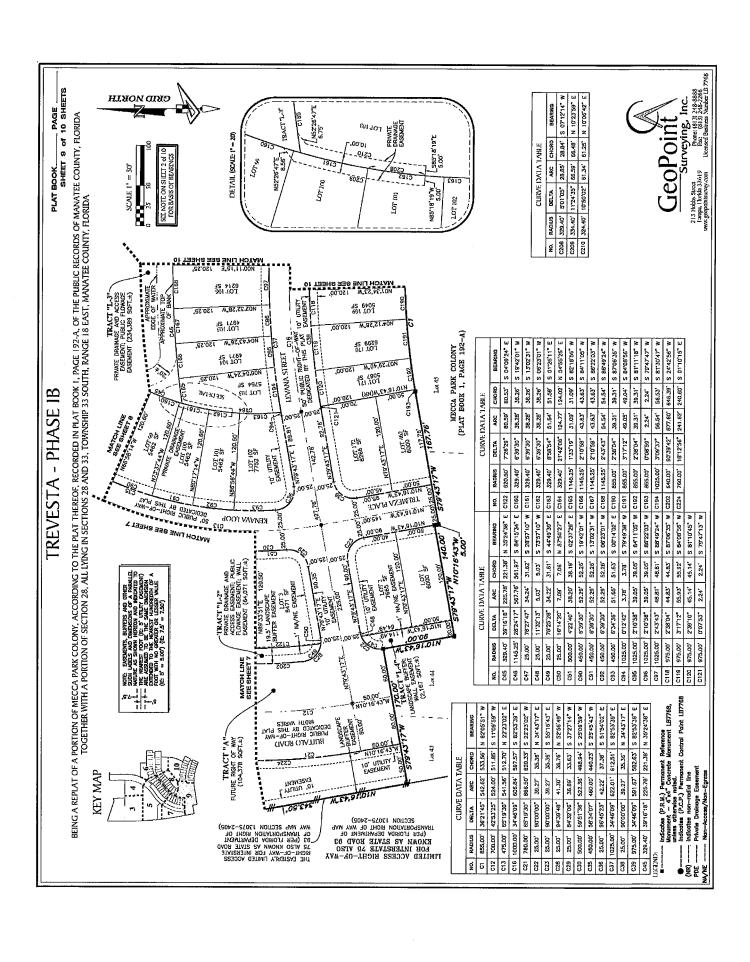
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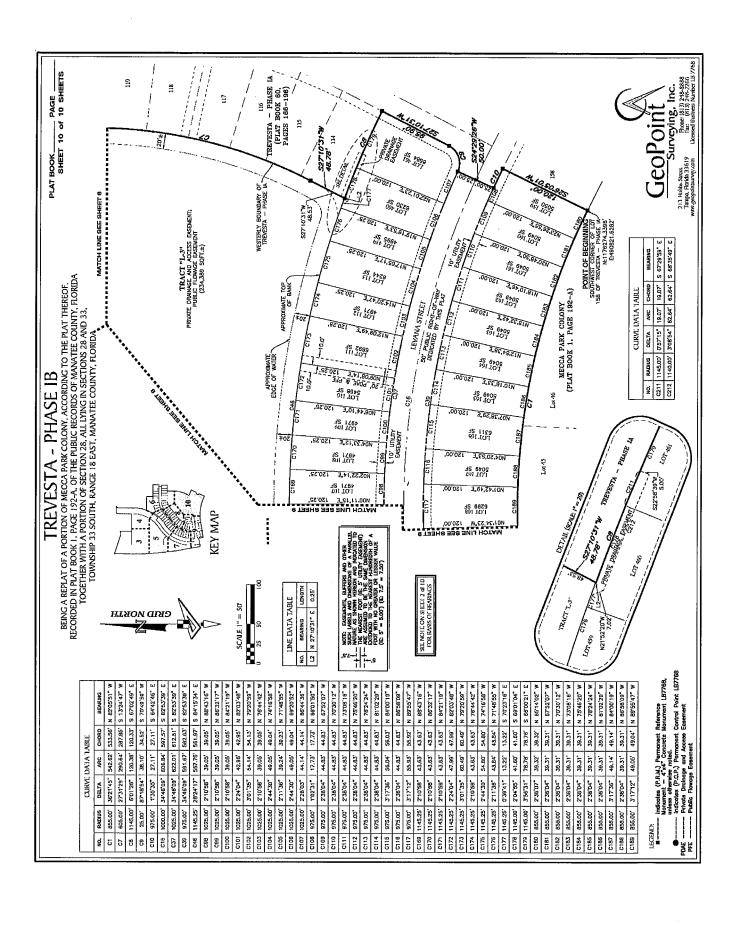
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#### BILL OF SALE [PHASE IB UTILITIES & ROADWAYS]

KNOW ALL MEN BY THESE PRESENTS, that TREVESTA COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address is 9530 Marketplace Road, Suite 260, Fort Myers, Florida 33912 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Levana Street and Kenava Loop and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as **Exhibit A**.

All roadways, earthwork, and related improvements, located within those certain rights-of-way designated as Levana Street and Kenava Loop, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as **Exhibit A**.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

[CONTINUED ON NEXT PAGE]

	ELLER has hereunto set its hand and seal, by and es, this /change day of SEPTEMBER, 2018.
Signature:  Print Name: Jacko Lybbur  Signature:  Print Name: Burn Tishun	TREVESTA COMMUNITY DEVELOPMENT DISTRICT  BY: James P. Harvey Chairperson
by James P. Harvey as Chairperson, of	Signature of Notary Public  Ratio T. Colae STE  Name Typed, Printed or Stamped Commission No.: F-943080  My Commission FF 943080  Expires 01/27/2020  Expires 01/27/2020

this _		REFORE, day of						executed	this	Bill	of	Sale	as	of
								ATEE CO						
							By: B	oard of Co	unty (	Comm	issio	ners		
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## EXHIBIT

# TREVESTA - PHASE IB

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ALL OTHER EXERMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE EMPOSES NOTION OF CHICK OF CIRCUIT COURT:

CDUNITY OF MANATEE STATE OF FLORIDA

AMBRING COUNTY CHRONIC PROCESSION CHRONIC CHRONIC COUNTY FLOROLL HER RECONSTRUCT OF THE STATE OF

CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSIONS STATE OF FLORIDA )

COUNTY OF MANATEE )

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, PLORIDA

ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

CHAIRMAN

CCTITION OF SURVINES.

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IN THE MORPHONE SURVENIES.

AND THE T

CEOPOINT SURVEYING, INC. (LICENSED BUSINESS NUMBER 187738) 213 HOBBS STREET TAMPA, FLORIDA 33819

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PROFESSIONAL LAND SURVEYOR NO. LS8423	Tacy textoniday
PROFESSIONAL LAND SUR	TO STRUCTURE OF

IT IS HERBY CENTIFED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMINY WITH HEE CHARLENTING REQUIREMENTS OF THE THE TO THE FEDRIDA STANTITES AND THE PATTING REQUIREMENTS OF MANATEE COUNTY'S LAND DEVELOPMENT CODE. THE GEOMETRIC DATA HAS NOT BEEN VERHEED. COUNTY OF MANATEE STATE OF FLORIDA

,re	PROFESSIONAL LAND SURVEYOR	FLORIDA CERTIFICATE NUMBER 6347	MANATEE COUNTY SURVEYOR
TODDE BOYLE	PROFESSIONAL LA	FLORIDA CERTIFIC	MANATEE COUNTY

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BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF,

RECORDED IN PLAT BOOK 1, APAGE 192—A OF THE PUBLIC RECORDS OF MANATIEE COLUNT, FLORIDA
TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 38.

TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATIEE COLUNT, FLORIDA 10 INSEPTION AS AND 38.

TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATIEE COLUNT, FLORIDA 10 INSEPTION SIGNATION SIGNATIO STREET E. ROAD) 32 5,5 28 SITE 29 Ţ

LOCATION MAP NOTHINGER STATES COUNTY, FLORIDA

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1. TO MANATEE COUNTY FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING:

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ELA NOMEXCLUSIVE FLOWINGE EASEMENT OVER ALL PUBLIC FLOWINGE EASEMENTS SHOWN ON THIS PLAT.

2. TO THE TREMESTA COMMANY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE COVERMIENT ESTRALLISTED PRESUNCT TO CAUPITER TOS CHORINES STATUTIES. AND LICENTED IN MANATER COUNTY, FLORIDA (IFFEDITION) THE STREAM, ITS SUCCESSORS AND LICENTED IN MANATER COUNTY, FLORIDA (IFFEDITION).

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B) TRACT 1P FOR OPEN SPACE:

C) TRACT W FOR USE AS WETLANDS CONSERVATION, WETLAND BUFFERS, DRAINAGE AND DRAINAGE FACILITIES, AND

D) A NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT OVER ALL PRIVATE DRAINAGE & ACCESS EASEMENTS AND PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF TREVESTA - PHASE IR.

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NOTICE OF ALL AS RECORD IN ITS GRADAC FICAR, IS THE OFFICIAL BEAUTION OF THE SIGNOPIED LANDS DESCREED HERBON OTHE WILL BY OFFICIAL BY OTHER GRADAC OFFICIAL BY OTHER GRADAC OFFICIAL BY OTHER GRADAC OFFICIAL THERE WAY BE ADMITTABLE RESIDENCE OF HIS STATE WAY BE NOT RECORDED OF HIS SEATH AT WAY BE GOND REPORTED OF HIS STATE AND RESIDENCE OFFICIAL BY AND A SEE OND RESIDENCE MESTICIALS.

SHEET 1 of 10 SHEETS

PLAT BOOK,

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IN WITNESS WHEREOF, I HAVE HEREURTO SET BY HAND AND AFFIXED THE SEAL OF THE COMPANY THIS DAY OF		VKTREVESTALLC, A DELAWARE LIMITED LIABILITY COMPANY	BY: JAMES P. HARVEY, VICE PRESIDENT		PRINT NAME  TOTALY ACKNOWLEDGEMENT  STATE OF FORMOR \$\{\text{SES}\}  THE ENGENCY ACKNOWLEDGEMENT  THE FOREIGNED CASTIFICATE OF OWNERSHE AND DEBICATION WAS ACKNOWLEDGE BEFOREIGNED AND THE OWNERSHE AND DEBICATION WAS ACKNOWLEDGE BEFOREIGNED AND THE OWNERSHE ACKNOWLEDGE BEFOREIGNED AND THE OWNERSHE AND DEBICATION WAS ACKNOWLEDGE BEFOREIGNED AND THE OWNERSHE AND TH
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PRINT NAME COMMISSION NO:		
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COMMISSION EXPIRES	CERTIFICATE OF ACCEPTANCE	STATE OF FLORIDA

COLANT OF HILLSREDOKOM, THE ESTAT COMMUNITY DERELOWISTY DISTRICT, A LOCAL LINT OF SPECIAL-MENDER OF THEESTAT COMMUNITY DEPELCIAMENT TO CHAPTER 149, PLORIDA STATULIES AND LOCATED IN WARMER COUNTY, ROMING THE COST OF THE WARMER COUNTY, ROMING THE TOST OF THE STATULIES AND THE DISTRICT.

ATTEST:	TREVESTA COMMUNTY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE
By:	GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES AND LOCATED IN MANATEE COLNITY, FLORIDA
	BY. JAMES P. HARVEY, CHARMAN

THE FOREGOIG CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOMEDDE.
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DIAY OF THE PRISE PARKEY AS
ACKNOMEN OF THEFESTA COMMUNITY DEVELONMENT DISTRACT, WHO IS SPECIONALLY
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AS IDENT FICKTION. COUNTY OF MANATEE SS

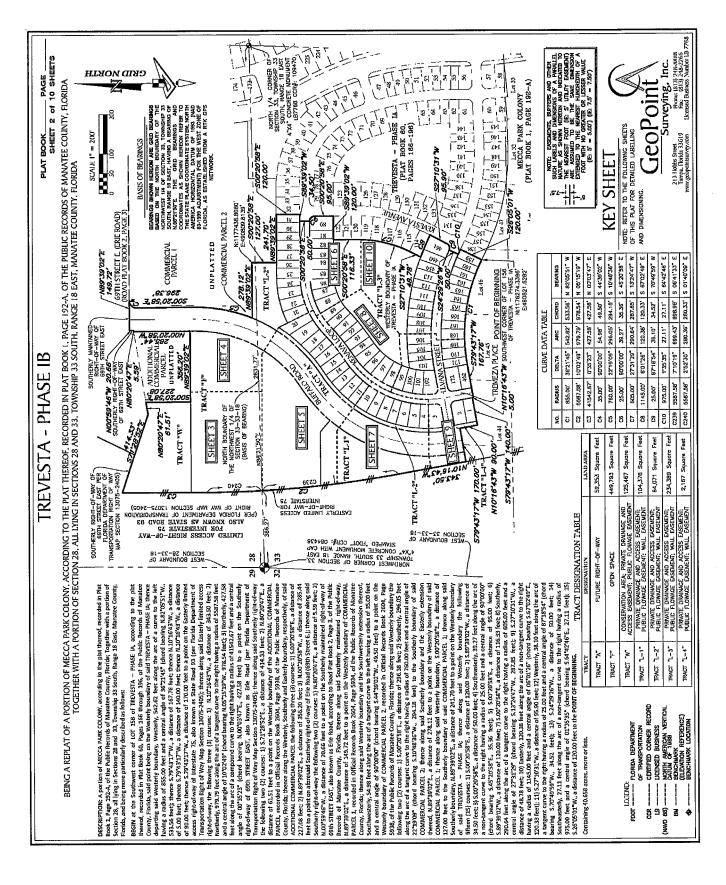
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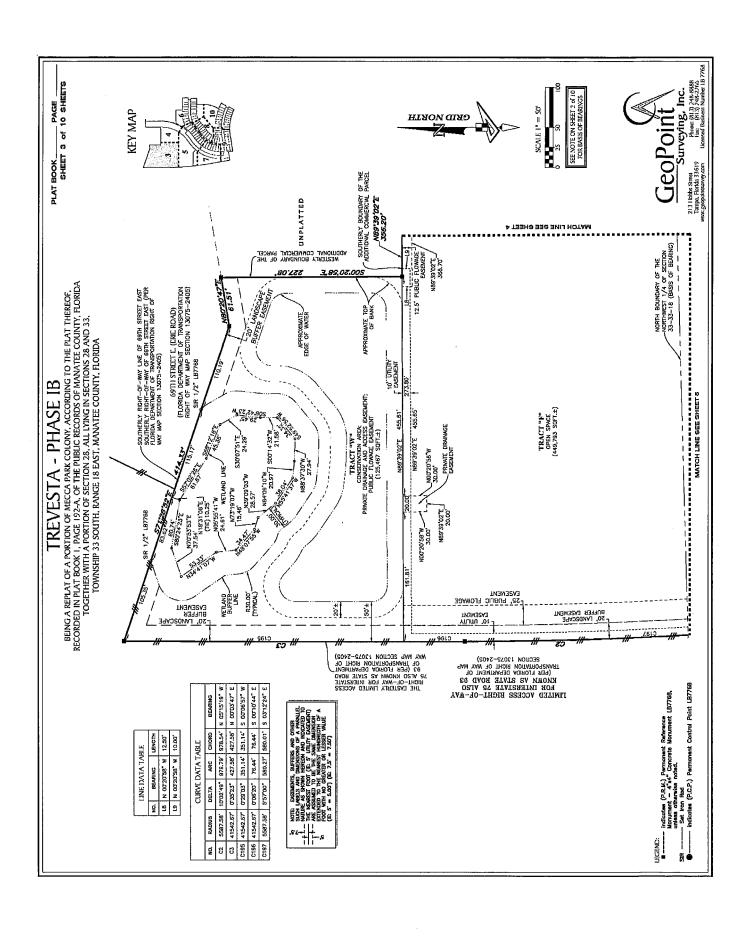
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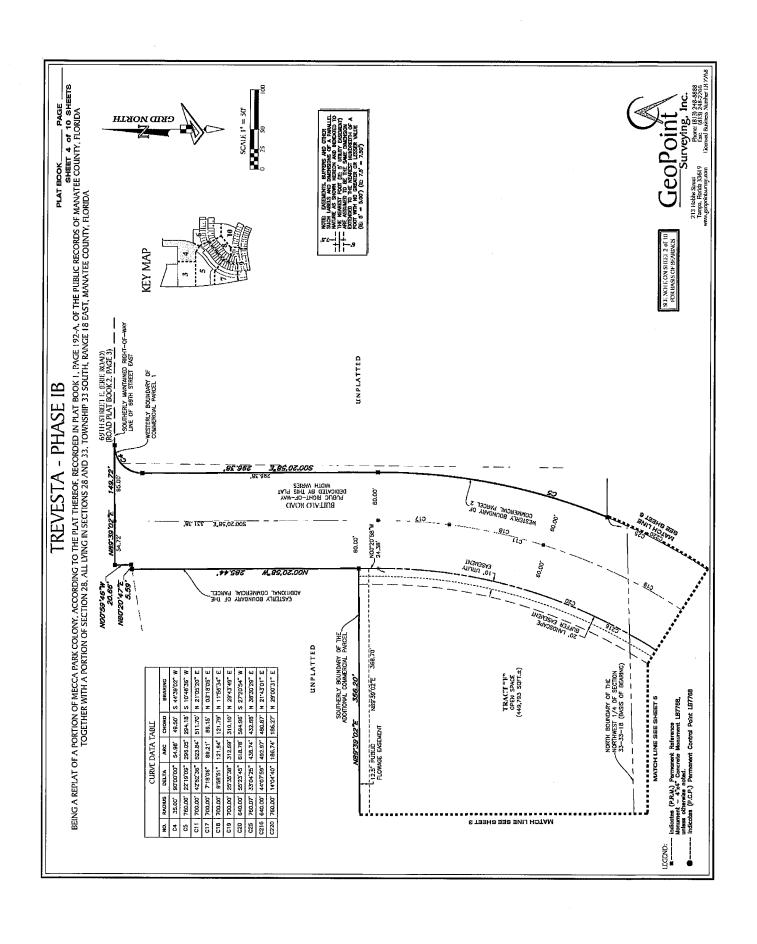
Surveying, Inc.
13 Hobse Street
Tampa, Thodia 33619
Mr. (1813) 218-2388

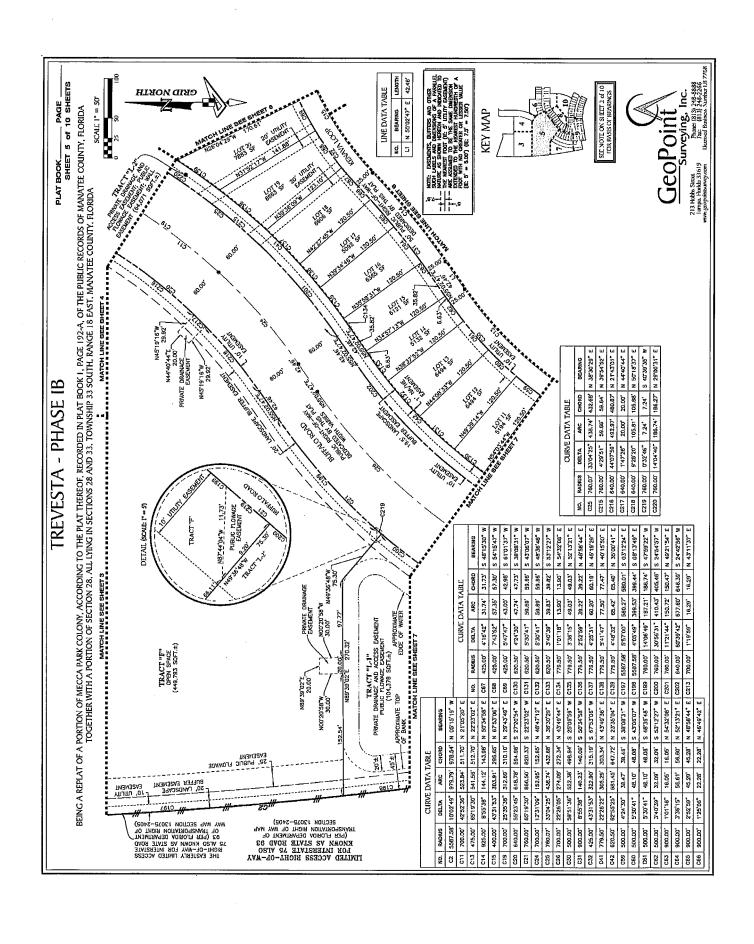
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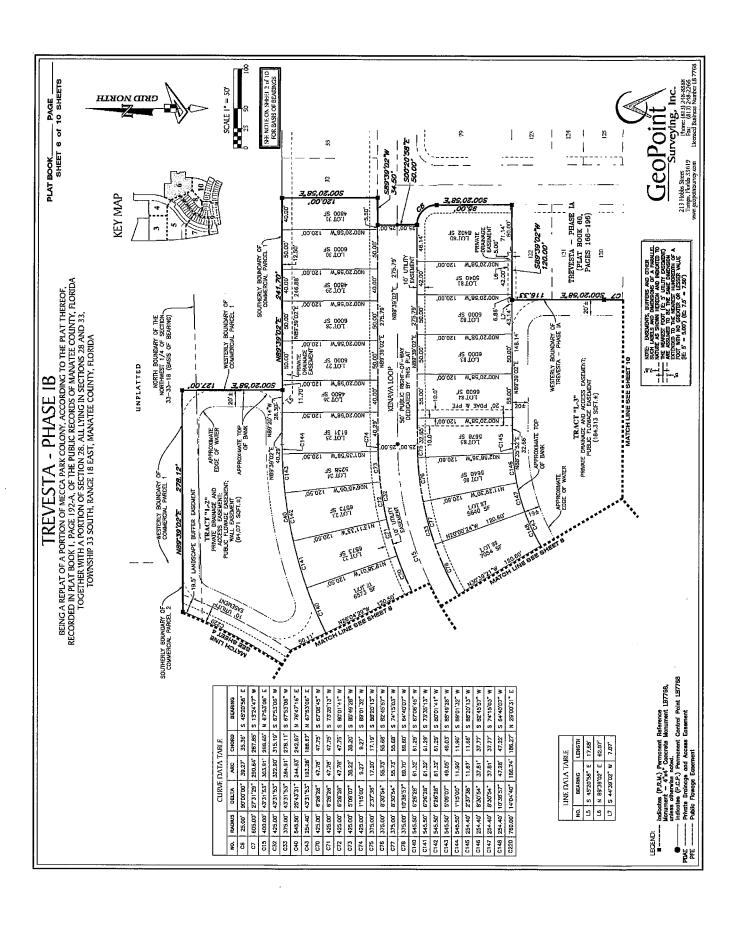
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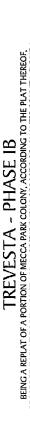






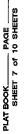






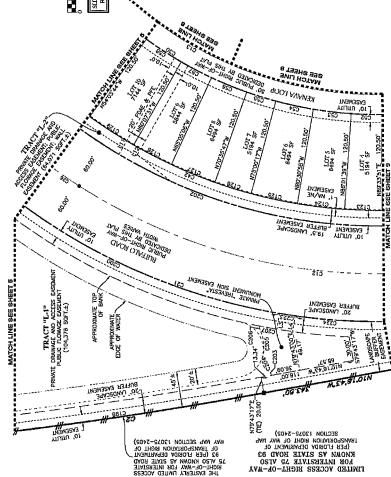
BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 1924, OF THE PUBLIC RECORDS OF MANATIEE COLINTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LINIG IN SECTIONS, 28 AND 33. TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATIEE COUNTY, HORIDA

KEY MAP





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Surveying, Inc.
19 | Pare (8) 248-2886
19 | Exc. (8) 248-2266
m | Licensed Business Number 18 7768

Indicates (P.R.M.) Permanent Reference Volonamert — 4%4° Concate Monument LB7768, unless otherwise noted. Indicates (P.C.P.) Permanent Control Point LB7763

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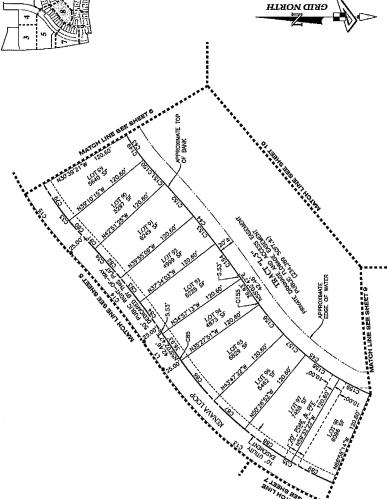
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**TREVESTA - PHASE** 

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COLINIY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYNG IN SECTIONS 28 AND 33, FOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COLINIY, FLORIDA

PLAT BOOK PAGE SHEETS

KEY MAP



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C43 264.00 47315.8° 193.28° 186.6° W 5754.3° W
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C45 329.40° 35715.8° 163.3° 166.6° W 5754.3° E
C78 375.00° 8735.8° 163.3° 162.5° W 5757.3° E
C89 375.00° 472.3° 10.33° 30.22° S 45252.7° W
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DELTA ARC CHORD 475.00' 65'19'30" 541.56' 512.70' 400.00° | 43'31'53" | 303.91' | 296.65°

CURVE DATA TABLE

NO. BEARING LENGTH

LINE DATA TABLE

Surveying, Inc.
Phone (313) 248-2868
19 Tax: (313) 248-2266
m Ucunsed Business, Number 18 7768 GeoPoint

SEE NOTE ON SHEET 2 of 10 FOR BASIS OF BEALANGS

SCALE 1" = 50"

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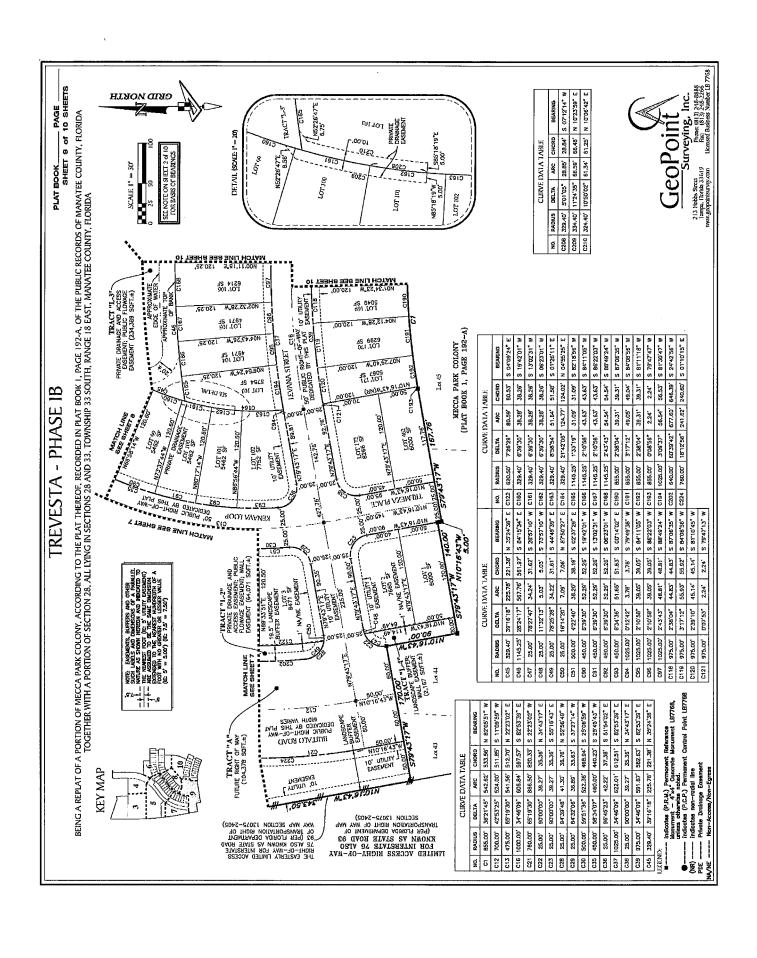
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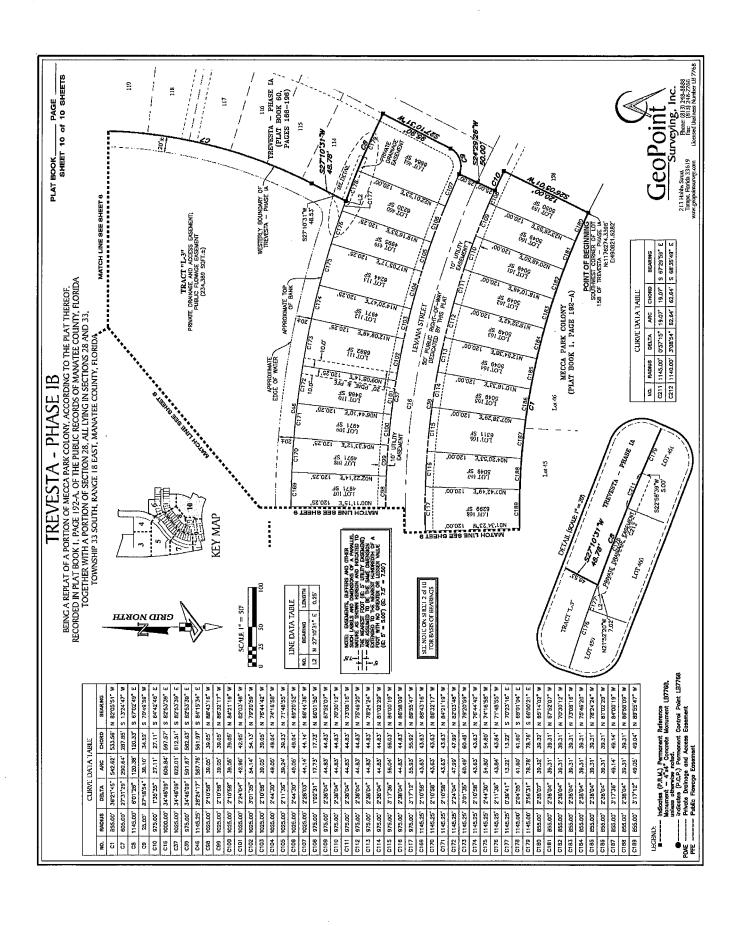
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213 Hobbs Street Lampa, Hotela 33619 mwegespolinkurwy.com

LEGEND

indicates (P.R.M.) Permonent Reference Monument — 4-44, Contrets Monument LB7789, unless otherwise noted. indicates (P.C.P.) Permonent Control Point LB7788 Private Dichage and Access Ensement





# **TREVESTA**

ACQUISITION OF PHASE IB LANDSCAPE & HARDSCAPE

#### SEPTEMBER 12, 2018

Board of Supervisors Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road, Suite 206 Fort Myers, Florida 33912 ATTN: Belinda Blandon, District Manager

RE: Acquisition of Portions of Trevesta Phase IB Landscape & Hardscape

Dear Ms. Blandon,

Pursuant to the Amended and Restated Acquisition Agreement (2016 Bonds) by and between the Trevesta Community Development District ("District") and VK Trevesta LLC, dated March 29, 2016, among other applicable acquisition agreements related to future bond series ("Acquisition Agreement"), you are hereby notified that VK Trevesta LLC ("Developer") has completed and wishes to sell to the District certain landscape and hardscape improvements ("Improvements"), as further identified in Exhibit A attached hereto. As set forth in more detail in a Developer Bill of Sale & Assignment (Phase IB Landscape & Hardscape) dated on or about the same date as this letter, Developer wishes to convey the Improvements, which are part of the Assessment Area 1 Project (as described in the Acquisition Agreement), to the District in exchange for the payment of \$301,834.20, representing the actual cost of creating and/or constructing the Improvements. Please have the funds wired to:

WELLS FARGO BANK N.A. 420 Montgomery Street San Francisco, CA 94104 ABA #121000248 FOR CREDIT TO: VK TREVESTA LLC ACCOUNT # 4122906555

Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$0.00, and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

Sincerely,

Developer

cc:

Jere L. Earlywine, District Counsel Matthew Morris, P.E., District Engineer

#### **EXHIBIT A: Description of Improvements**

## Description Contractor

All plants, trees, timber, shrubbery, and other landscaping, located within Tract A, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as **Exhibit B**.

Sunstate Landscape Management, Inc.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
#20161	\$116,880.50	\$0.00	\$0.00
#21028	\$48,646.50	\$0.00	\$0.00
TOTAL:	\$165,527.00	\$0.00	\$0.00

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All wall improvements, located within Tracts L-1, L-2, L-3 and L-4, as identified on the proposed plat known as Trevesta – Phase OldCastle Precast, Inc. IB, attached hereto as **Exhibit B**.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
Pay App #1	\$136,307.20	\$0.00	\$0.00
TOTAL:	\$136,307.20	\$0.00	\$0.00

**GRAND TOTAL OF IMPROVEMENTS: \$301,834.20** 

# EXHIBIT B

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BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

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CECPOINT SURVEYING, INC. (LICENSED BUSINESS HUMBER LB7788) 213 HOBBS STREET TAMPA, FLORIDA 33819

DATE DAVID ALAN WILLIAMS, JR. PROFESSIONAL LAND SURVEYOR NO. LSB423

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TODD E BOYLE
PROFESSONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6047
MANNTEE COUNTY SURVEYOR

DATE

# FREVESTA - PHASE IB

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF.

RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COLUNTY, FLORIDA

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TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COLUNTY, FLORIDA NOISE, BRANGES, MOREORIESS

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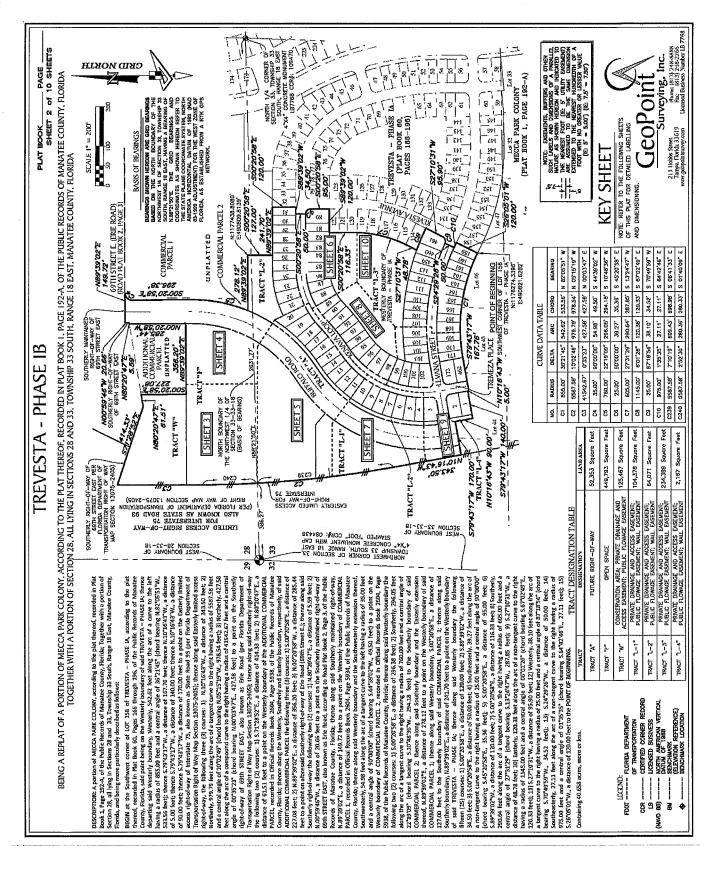
JAMES P. HARVEY, CHAIRMAN

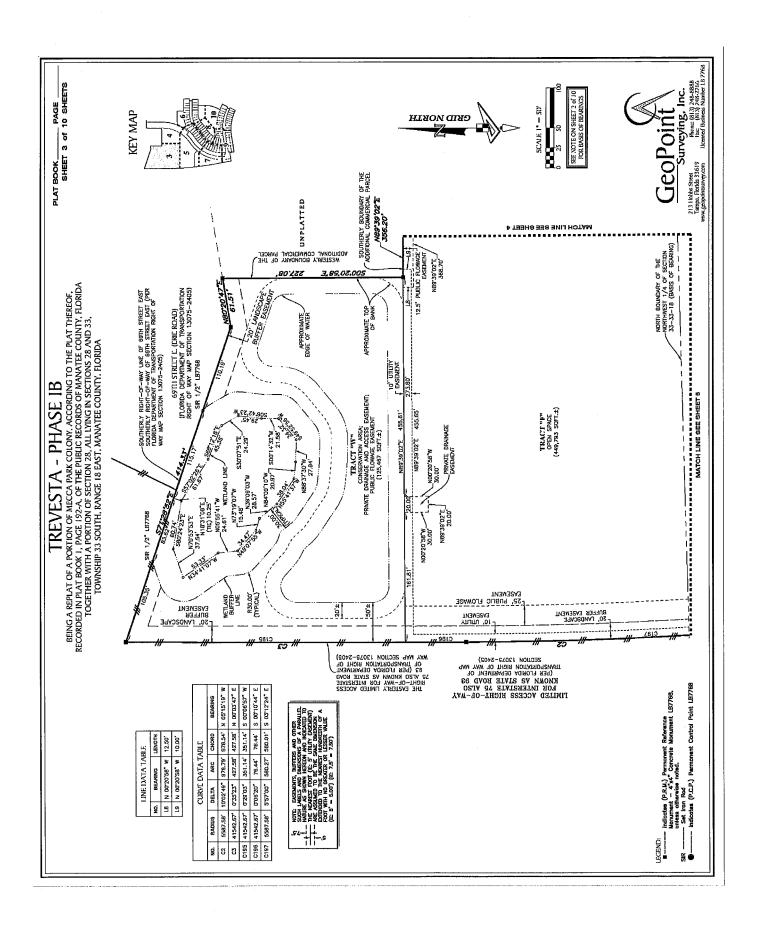
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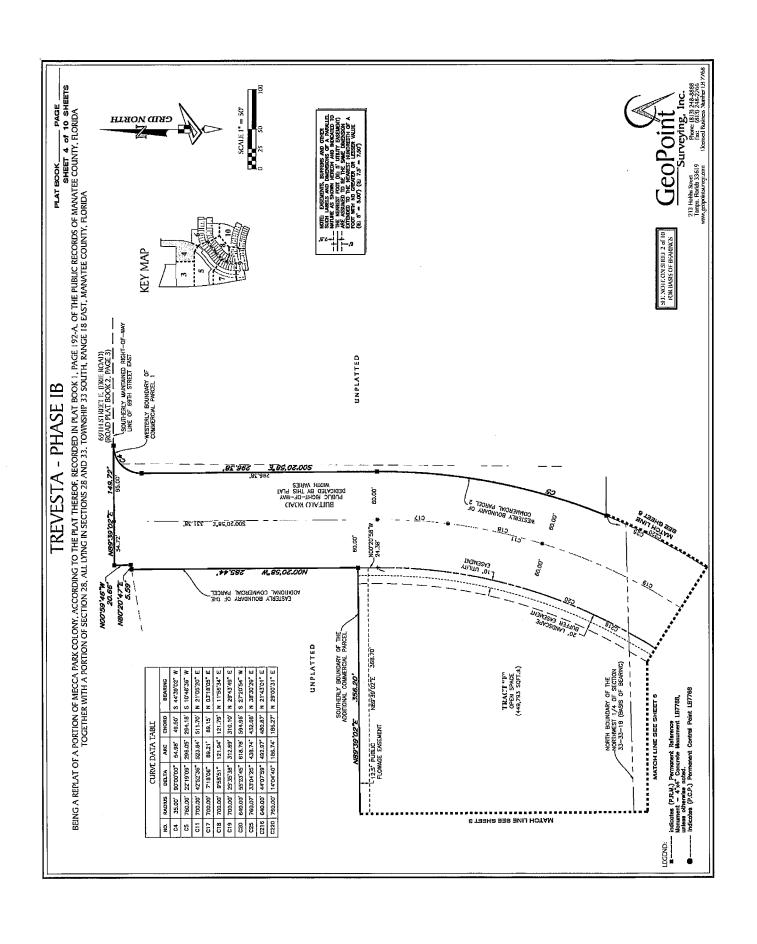
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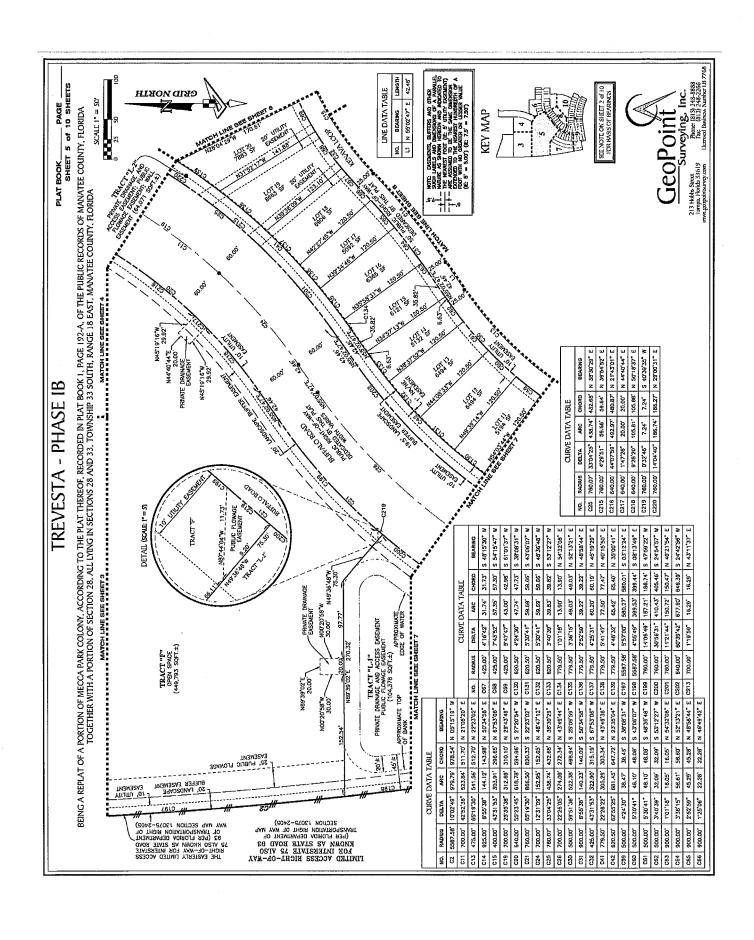
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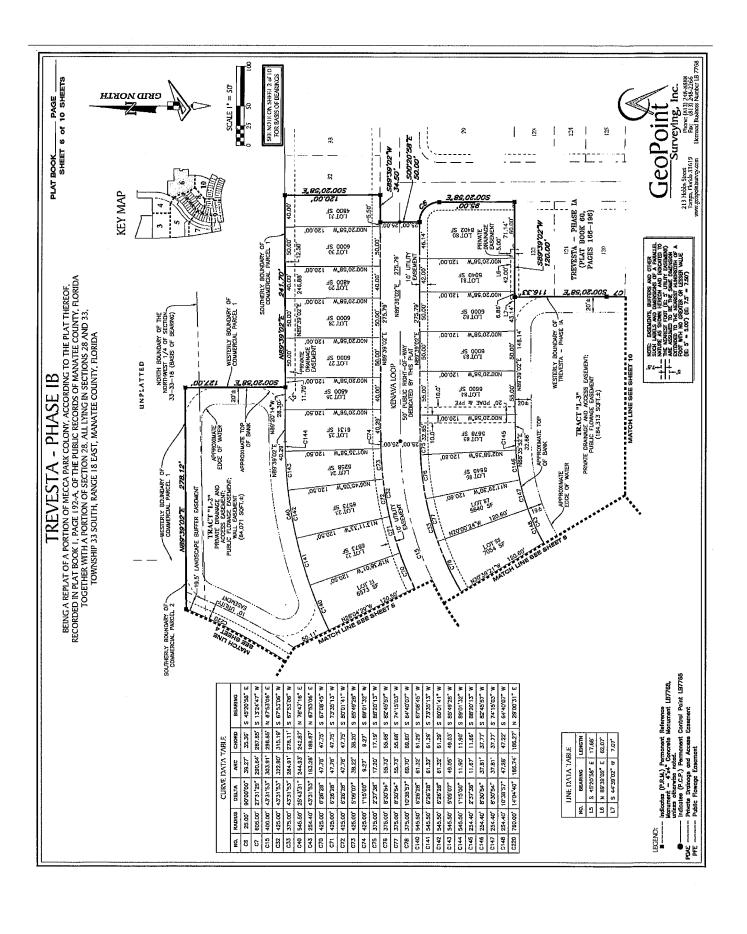
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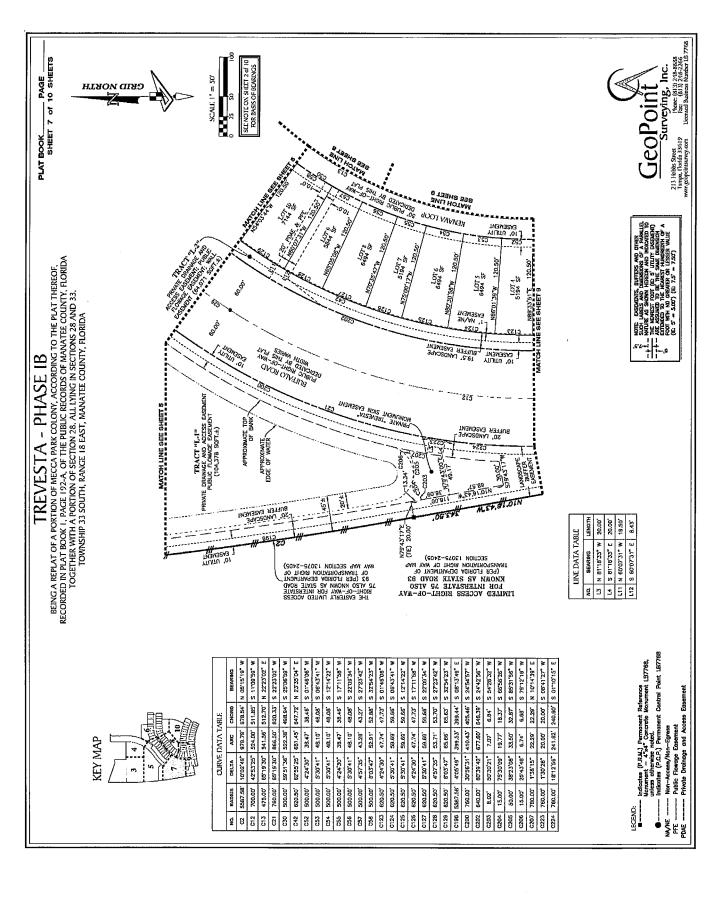








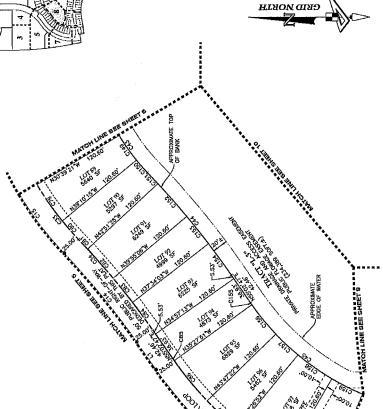




TREVESTA - PHASE

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 1924. OF THE PUBLIC RECORDS OF MANATEE COLINTY. FLORIDA TOGETHER WITH A PORTION OF SECTION 28, MLI LYNG IN SECTIONS 28 AND 33, TOMING IN 8 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK PAGE SHEETS KEY MAP



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4531'53" 284.91' 278.11' 8'55'38" 148.02' 147.87'

144.12' 143.98'

925.00" 8'55'38"

RADIUS DELTA ARC CHORD 6519'30" 541.56' 512.70' 400.00' 43'31'53" 303.91' 296.65"

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30.83° 16.98° 48.72° 38.98°

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indicates (P.R.M.) Permanent Reference Monument – 4 x<sup>2</sup> Concrete Monument LB7768, univers otherwise noted. Indicates (P.C.P.) Permanent Cantrol Point LB7768 Phytos Dicholge and Access Essement Public Pleage Essement

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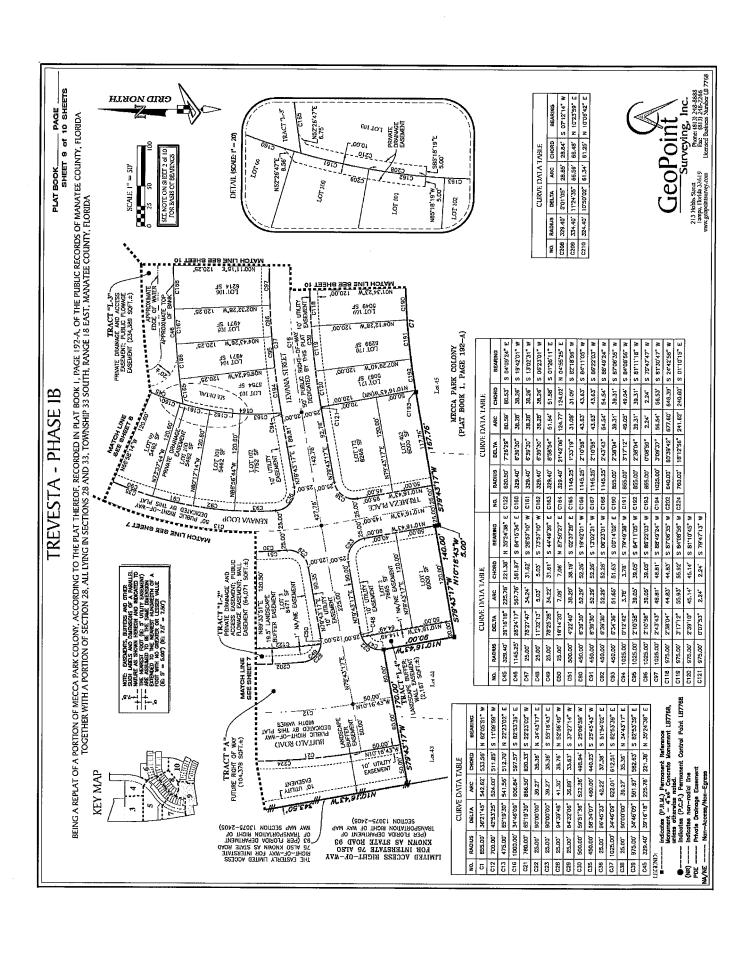
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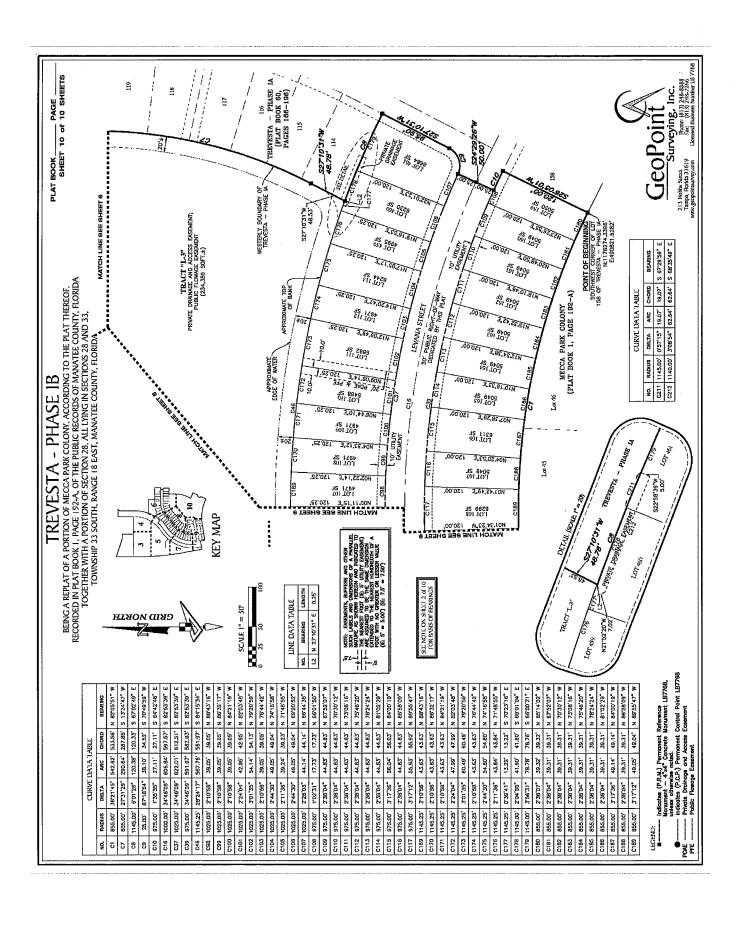
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Surveying, Inc.
Phone (813) 248-8888
Tax: (813) 248-2866
In Ucarsed Basiness Number U8 7708

213 Hubbs Street lampa, Honda 33619 www.garpointsurvey.com





## AFFIDAVIT REGARDING COSTS PAID [PHASE IB LANDSCAPE & HARDSCAPE]

STATE OF	
COUNTY OF	

- I, James P. Harvey, of VK Trevesta LLC ("Developer"), being first duly sworn, do hereby state for my affidavit as follows:
  - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is **James P. Harvey** and I am employed by Developer as **Vice President**. I have authority to make this affidavit on behalf of Developer.
- 3. Developer is the developer of certain lands within the Trevesta Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
- 4. The District Engineer's Report dated May 18, 2015, and restated March 24, 2016, among other applicable reports related to the future bond series ("Engineer's Report"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. Pursuant to those certain agreements ("Improvement Agreement") described in Exhibit A hereto, Developer has expended funds to develop improvements described in the Engineer's Report. The attached Exhibit A accurately identifies the improvements completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$0.00 and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
- 6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Costs Paid and the facts alleged are true	e and correct to the best of my knowledge and belief.
Executed this 124 day	of SEPTEMBER, 2018.
	By: James P. Harvey Its: Vice President
STATE OF <u>FLOW 104</u> COUNTY OF <u>HINSBOLOUGH</u>	
	s sworn and subscribed before me this \( \frac{2^{\mathbb{Y}}}{2} \) day of . Harvey, Vice President of VK Trevesta LLC, who \( \bar{\mathbb{I}} \) is \( \bar{\mathbb{L}} \) as identification.
NOTARY SEAT  Notary Public State of Florida Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020	Notary Public Signature  Brown. Llacon  (Name typed, printed or stamped)  Notary Public, State of funda.  Commission No. Fray3080
	My Commission Expires: @1 · 27-20

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding

#### **EXHIBIT A: Description of Improvements**

## Description Contractor

All plants, trees, timber, shrubbery, and other landscaping, located within Tract A, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as **Exhibit B**.

Sunstate Landscape Management, Inc.

Invoice / Pay App	Total Cost	Balance to Finish	<u>Retainage</u>
#20161	\$116,880.50	\$0.00	\$0.00
#21028	\$48,646.50	\$0.00	\$0.00
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TOTAL:	\$136,307.20	\$0.00	\$0.00

**GRAND TOTAL OF IMPROVEMENTS: \$301,834.20** 

# EXHIBIT B

THIS PAPER CONTINUES OR SEA ACTES, NOTICE ON LOCODINSTANCE.

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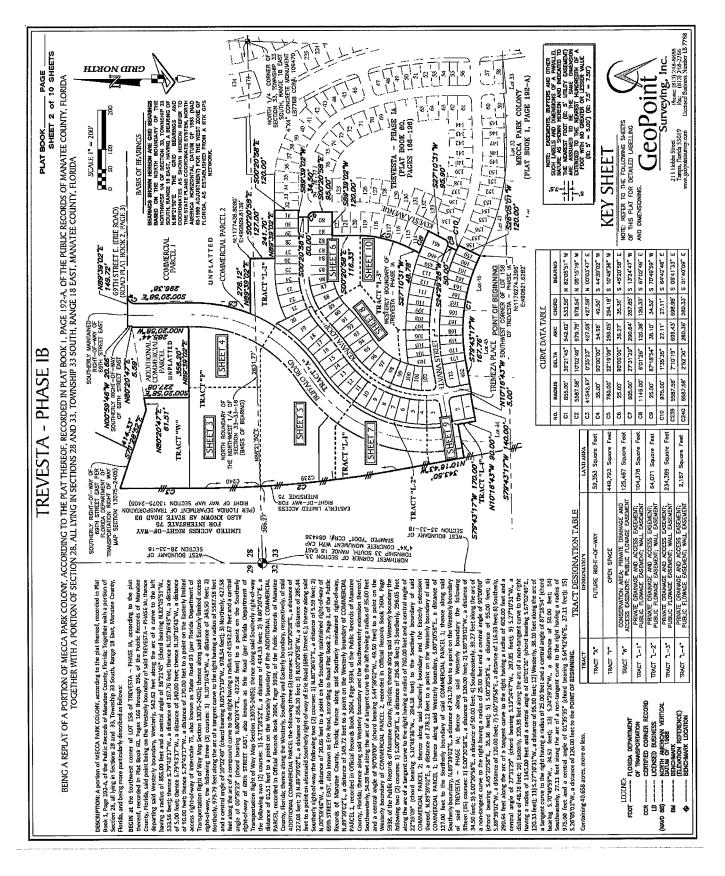
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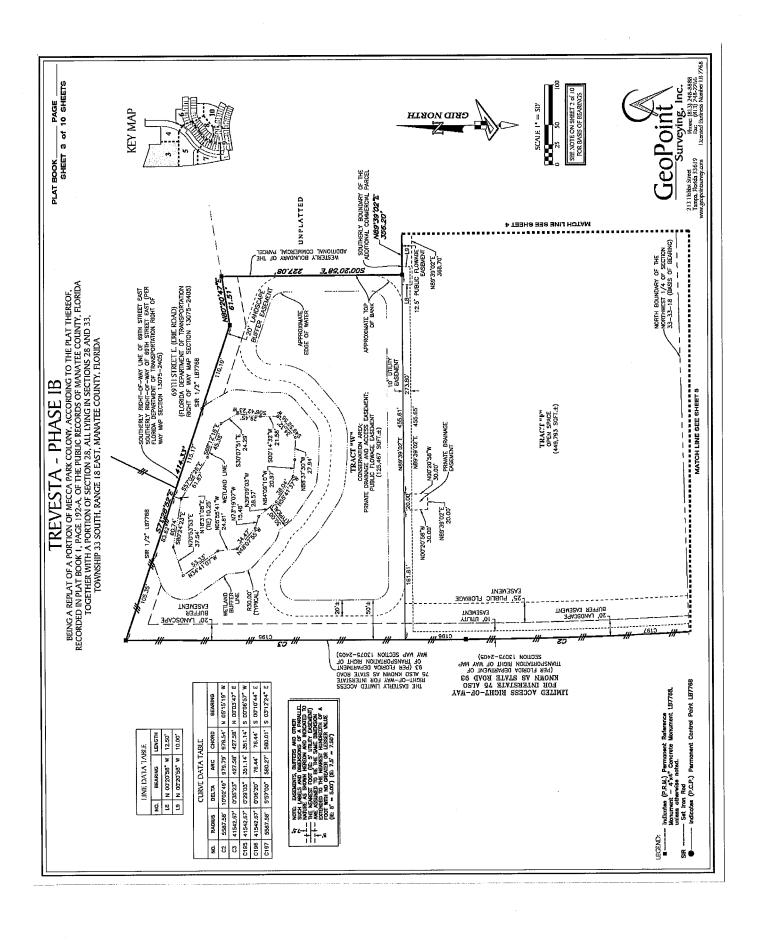
TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA MOTES. ATTEST: PERIODIC TIC CONVICTOR IN ADDITION THE UNDESCORED, AMES P. HANNEY, AS VICE PRESIDENT OF W. 9. PROSENT IN THE UNDESCORED, AMES P. HANNEY, AS VICE PRESIDENT OF WE STATE OF TREGERY LICE OF MESSARY OF TREGERY LICE OF THE OF TREGERY AND ADDITION TOWARDY, DETRIED FREEZY, AND ADDITION TOWARDY, DETRIED FREEZY, AND ADDITION TOWARD IN THE STATE OF FRIEND TREGERY AND ADDITION TO THE PLAIN THE PULL OF THE PLAIN THE PLAIN THE PULL OF THE PLAIN THE PLAIN THE PULL OF THE PLAIN DI ALI PUBLIC RIGHT CS-WAY SIONN ON TASSATI OF TASCESTA. PAYSE IB: TOGETHER WITH A RIGHT SPEAK OF TASSES AND T ATRACES 1.1. CZ 7.2 ADULA FOR KANTRANCE, AND OPENITION OF LANDSCAPE BIFFERS. PANSE BOARDS VERSON WALL. TO ARRIGAT. PANSE BOARDS VERSON RESTAURANT, OR ARRIGAT. PANSE BOARDS VERSON RESTAURANT, OR ARRIGAT. PANSE BOARDS VERSON RESTAURANT, OR PROPERTION UTILITY COMENY. SUCH RESESSIVE DESERRING PORTS SON FRACTS FOR INSTALLYON, OPENITION AND MAINTENANCE OF PRIVATES VANIES. ALADST HURTE MESSEN ALMERT MAD REPREDICTARY TO EMANALIZE FOR RESIDENT, FOR RESIDENT, FOR RESIDENT, FOR RESIDENT, FOR RESIDENT EMANALIZE MANALIZE MANALIZE MATER AD INSTEAM TO SHOW THE MANALIZE MATER AD INSTEAM TO THE MANALIZE MATER AND THE MANALIZE MATER AND THE MATER BI ADET PREME UTULT RESENDEN CALCASET MER REPREPADE UTULT POLSON, LOCKO PARA RESELLATION LOTS 18 AND 28 AND SHOWN ON SHEET S, LUBELD AS THEIC UTULT ESSENBY. FOR RESELLATION OPERATION AND MAINTENANCE OF PUBLIC WATER AND WASTERWITEN INFASTRICTURE FROUTIES. 2. TO THE TREVESTA COMMANTY DEVELORMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTRUMENTED PARSUNNIT TO CAUPITRE NO. FLORING STRUMES AND LOCATED IN MANAITEE COUNTY, FLORIDA (INFO DESTRUCT), ITS SACCESSORS ANDORA ASSENSIT THE POLLOWING: 3.THE TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED IN PARAGRAPH 1.4. ABOVE IS ALSO FOR INSTALLATION, OPERATION AND MAINTENANCE OF PRIVATE Y-OWNED REVISATION UTILITY FACILITIES. A OWNER DOES HEREBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS, ALL LANDS, EASEMENTS AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ASOVE TO MANATEE COUNTY OR THE DISTRICT. NOTARY ACKNOWLEXCENTINE STATE OF FLORIDA O) TRACT-W FOR USE AS WETLANDS CONSERVATION, WETLAND BUFFERS, DRAINAGE AND DRAINAGE FACILITIES, AND D A NON-EXCLUSIVE PLOWAGE BASENENT OVER ALL PUBLIC FLOWAGE EASEMENTS SHOWN ON THIS PLAT F(ERIE ROAD) COUNTY OF MANATEE SS D) A NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT OVER ALL PRIVATE DRAINAGE & ACCESS EASEMENTS AND PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF THEVESTA - PHASE IB. 9 COMMISSION EXPIRES: <u> IREVESTA - PHASE IB</u> O) A NON EXCLUSIVE INGRESS AND EGRESS EASEMENT ACROSS TRACT A FOR EASENGENCY, LAW ENFORCEMENT AND MANATEE COUNTY MAINTENANCE PERSONNE. 1. TO MANATEE COUNTY FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING: . 50 LOCATION MAP NOTRING MANATER COUNTY, PLORMA 28 NOTICE:

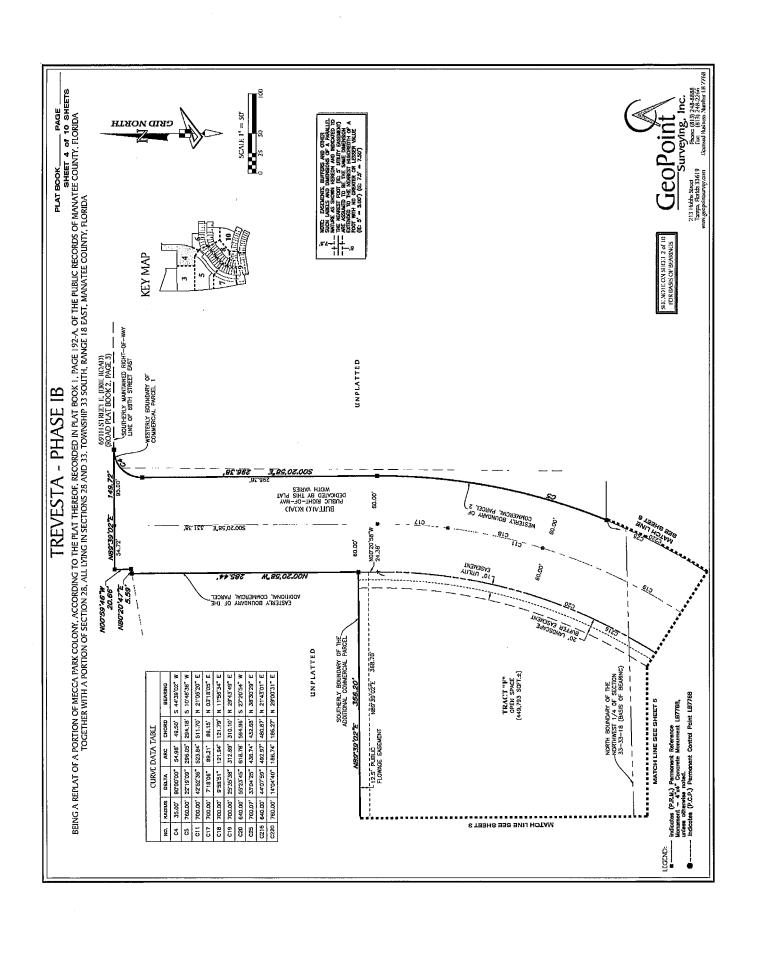
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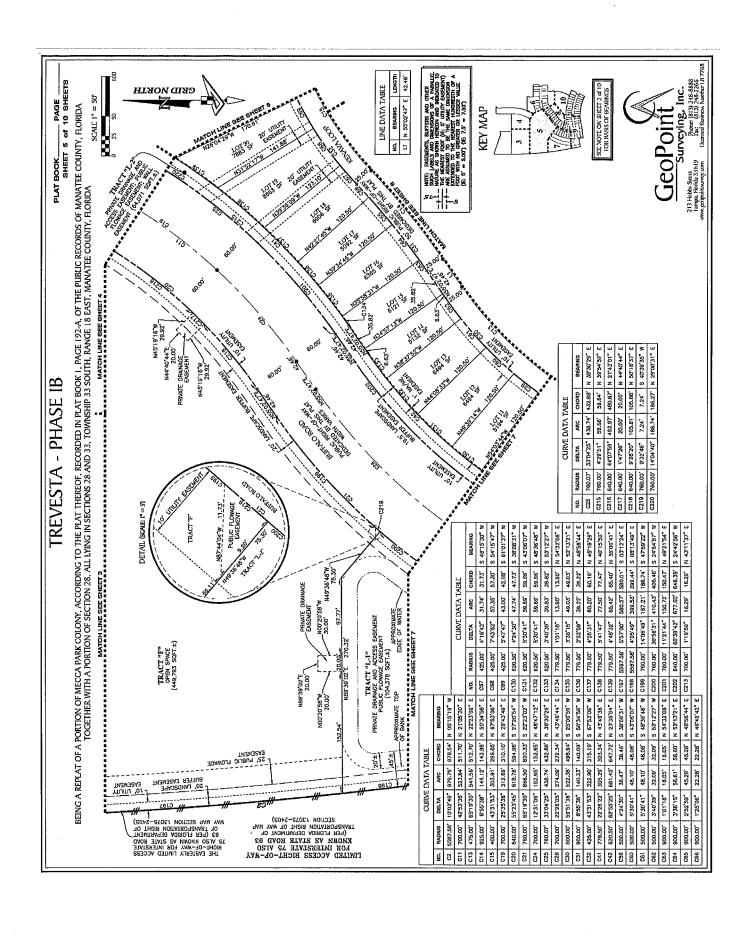
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CHARITECATT. OF APPROYAL OF CLIEK OF CIRCLIT COURT. IT IS HEREW CERTIFIED THAT THIS PLAT MAS BERN OFFICIALLY APPROVED FOR RECORD AND ALL OFFIESE OF DEDICATIONAL ACCEPTED BY THE BOARD OF COLARTY CONMISSIONIESS OF INAVARIES CONTY, FLORIDIA, THIS DAY OF 2014. CONTINUE OS SURVINOS. AND RESORTEED LAND SURVINOS, HEERS CENTRY THE ALC A TRILE AND CONTINUES OF THE ALC AND CONTINUES AND THE ALC AND CONTINUES AND THE ALC AND CONTINUES AND THE ALC AND THE ALC AND CONTINUES AND THE ALC AND THE ALC AND CONTINUES AND THE ALC AND THE PERMANENT OF WANTER COUNTYS LOUD DESIGNABILISTS AND THE ALC AND CONTINUES ON THE AND CONTINUES AND CONTINUES AND THE AND CONTINUES ON THE AND CONTINUES AND THE AND CONTINUES OF THE AND CONTINUES AND THE AND CONTINUES OF THE AND CONTINUES OF THE AND CONTINUES AND THE AND CONTINUES OF THE AND CONTINUES OF THE AND CONTINUES AND THE AND CONTINUES AND THE AND CONTINUES OF THE AND CONTINUES AND THE AND BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIENKED FOR CONFORMITY WITH HEF ALT THIN SEQUINISHED OF CHAPTER 17.7. PAIR 10.7 THE FLORIDA STATUTES AND THE PLATIFIO SECUINEDBRYS OF MANTEE COLUMY'S LAUD DEVELOPMENT FOR COLUMY SEAD DEVELOPMENT CODE. THE GEOMETRIC DATA HAS NOT BEEN VERTIFIED. AMBRIDH GOLDWAGO CLERG OF THE COGLO TOUGH OF CHANNES COUNTY
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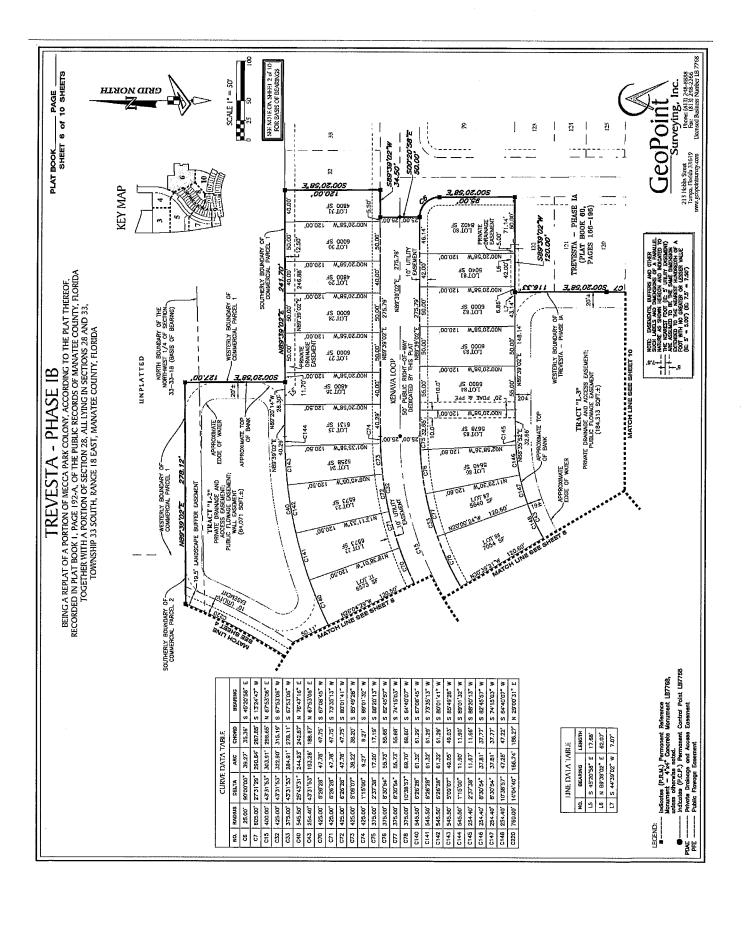
THE ESCAMPING OF CONSIDERS, CONDITIONS, AND RESTRICTIONS RESTRICTIONS TO COLUMNITY WAS RECORDED IN OFFICIAL RECORGS GOOK PAGE CONTITY. THE PUBLIC RECORDS OF MANNIEE COUNTY. CHARRAM DAVID ALAN VALLIAMS, JR. PROFESSIONAL LAND SURVEYOR NO. LS8423 TODD E BOYLE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6047
MANATEE COUNTY SURVEYOR ATION OF CASTMENTS ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT COUNTY OF MANATER 38 COUNTY OF MANATER ) COUNTY OF MANATES STATE OF FLORIDA STATE OF FLORIDA

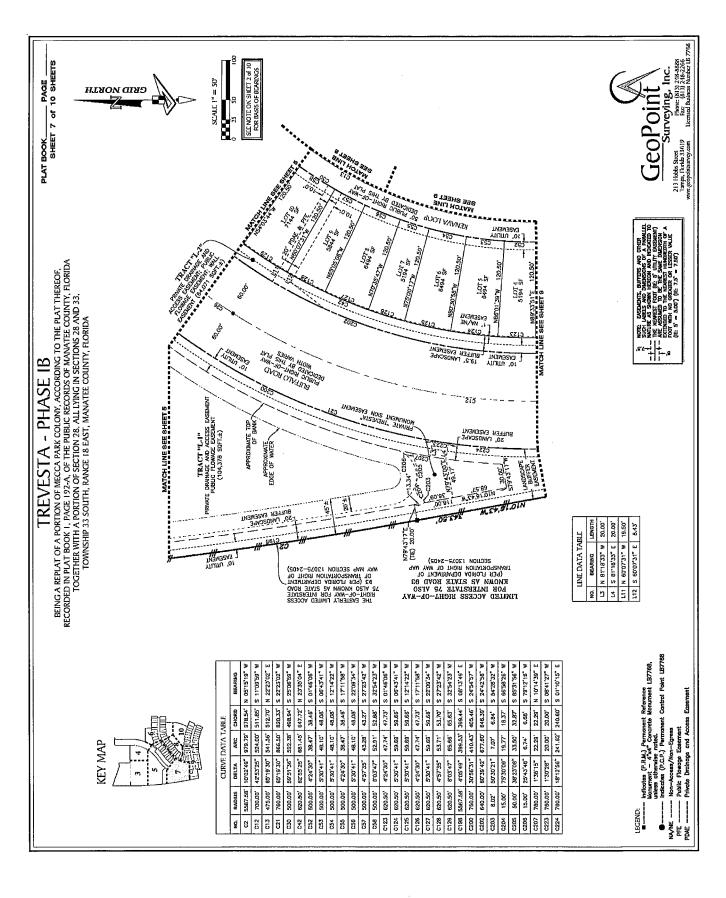












TREVESTA - PHASI

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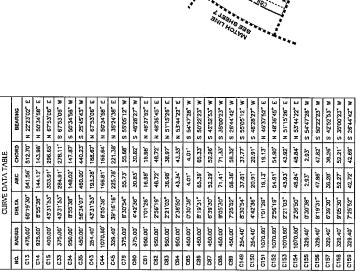
SHEET 8 of 10 SHEETS

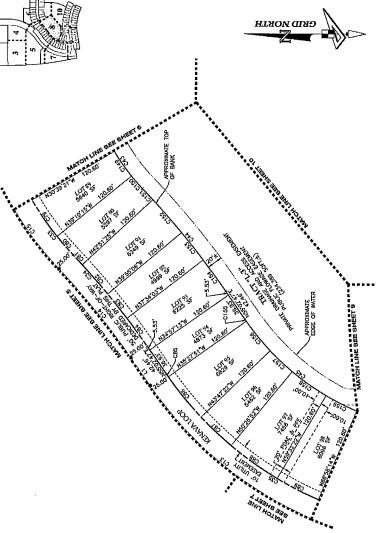
PLAT BOOK

KEY MAP

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LINE DATA TABLE





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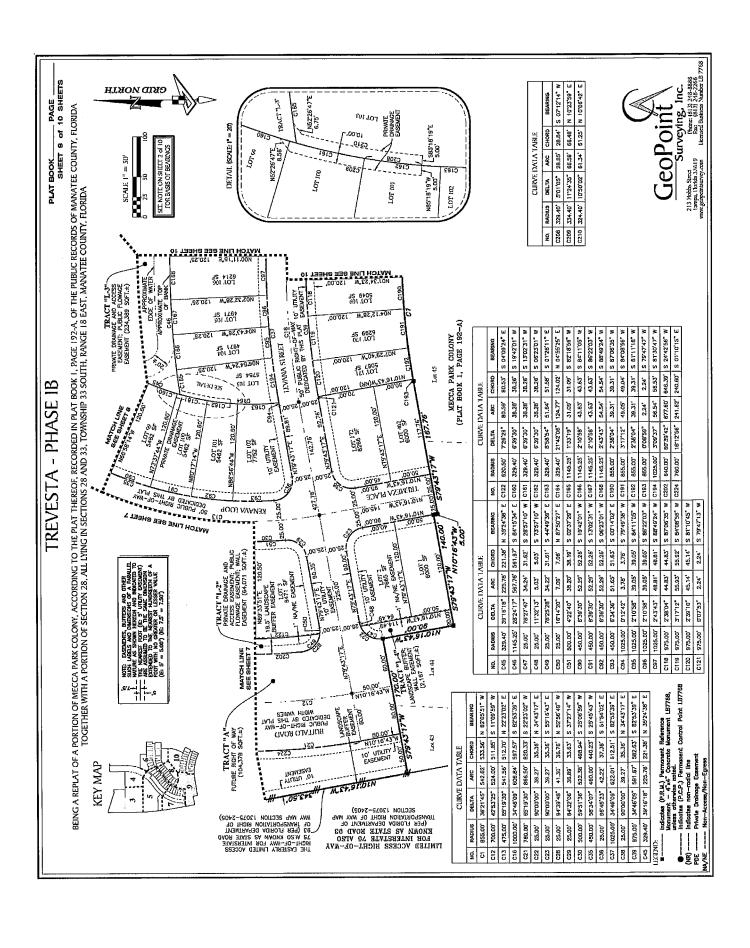
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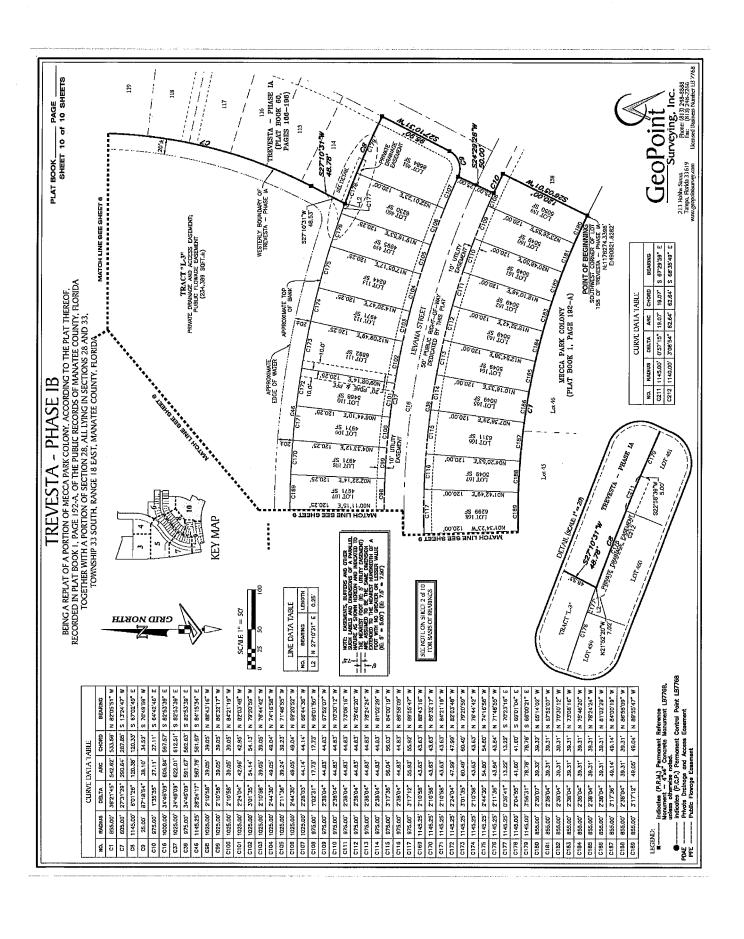
Surveying, Inc.
Phone: (813) 248-8888
19 Tax: (813) 248-2566
m Uccrised Business Number 1,8 7/08

213 Hobbs Street Lampa, Horida 33619 verse geopolisarsey.com

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CEGEND:





## DISTRICT ENGINEER'S CERTIFICATE [PHASE IB LANDSCAPE & HARDSCAPE]

SEPTEMBER 12 , 2018

Board of Supervisors Trevesta Community Development District

Re: Trevesta Community Development District (Manatee County, Florida)
Acquisition of Improvements for Phase IB Landscape & Hardscape

#### Ladies and Gentlemen:

The undersigned, a representative of Morris Engineering and Consulting, L.L.C., ("District Engineer"), as District Engineer for the Trevesta Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition from VK Trevesta LLC ("Developer") of certain improvements ("Improvements"), all as more fully described in Exhibit A attached hereto, and in that certain Developer Bill of Sale & Assignment [Phase IB Landscape & Hardscape] ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
- 2. The Improvements are within the scope of the District's Assessment Area 1 Project as set forth in the District's *Engineer's Report* dated May 18, 2015, and restated March 24, 2016, among other applicable reports related to the future bond series ("Engineer's Report"), and specially benefit property within the District.
- 3. In my opinion, the Improvements were installed consistent with Manatee County, Florida, standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
- 4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
- 5. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
- 6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

### FURTHER AFFIANT SAYETH NOT.

Matthew Morris, P.E.  Morris Engineering and Consulting, L.L.C.  Florida Registration No  District Engineer
sworn and subscribed before me this day of Matthew Morris, P.E., of Morris Engineering and sonally known to me or who has produced
as identification, and did $[\sqrt{\ }]$ or did not $[\ ]$ take the
Notary Public, State of Florida

### **EXHIBIT A: Description of Improvements**

### Description

### Contractor

All plants, trees, timber, shrubbery, and other landscaping, located within Tract A, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as **Exhibit B**.

Sunstate Landscape Management, Inc.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
#20161	\$116,880.50	\$0.00	\$0.00
#21028	\$48,646.50	\$0.00	\$0.00
TOTAL:	\$165,527.00	\$0.00	\$0.00

### Description

### Contractor

All wall improvements, located within Tracts L-1, L-2, L-3 and L-4, as identified on the proposed plat known as Trevesta – Phase OldCastle Precast, Inc. IB, attached hereto as **Exhibit B**.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
Pay App #1	\$136,307.20	\$0.00	\$0.00
TOTAL:	\$136,307.20	\$0.00	\$0.00

**GRAND TOTAL OF IMPROVEMENTS: \$301,834.20** 

## EXHIBIT B

# COMMUNITY (ECCREDINGS) THE DEGLARATION OF COVENANTS, CONDITIONS,

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SPECOFICION 1. COUNTY OF MANATEE

IT IS HERENY CENTRED THAT THIS PLAT HES BEEN DETIGALLY APPROVED FOR RECORD AND ALL GEFERS OF DEDICATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MANANTEZ COMITY, FLORIDA, THIS. DAY OF

BOARD OF COUNTY COMMISSION OF MANATEE COUNTY, PLORIDA

ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

CHAIRMAN

CERTIFICATOR SERVICES.

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OEOPOINT SURVEYING, INC. (LICKMINED BUSINESS NIIMBER LBYTAN). 213 HOBBS STREET TAMPA, FLORIDA 33010

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DAVID ALAN WELLIAMS, JR PROFESSIOHAL LAND GURVEYOR NO 158423

CERTIFICATE OF APPRICAL OF THE COUNTY SURVEYOR

COUNTY OF MANAGER | 9S

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH HER ALT THO RECUIREMENTS OF CHAMPENT 117. THEF TOF THE FUNIDA STATULES AND THE FALATION RECULARMENTS OF WANTER COLANTYS LAND DEVELOPMENT DOCE. THE GEOMETRIC DATA HAS NOT BEEN VERNIED.

TODDE BOYLE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6047
MANATEE COUNTY SURVEYOR

DATE

# **TREVESTA - PHAS**

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF.

RECORDED IN PLAT BOOK I, ANGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COLINTY, FLORIDA

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PLAT BOOK PAGE
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VK TREVESTALLE; A DELAWARE LIMITED LIABILITY COMPANY BY JAMES P HARVEY, VICE PRESIDENT WITNESSES! PRINT NAME SIGNATURE BIGNATURE

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THE CREECHON COUNTY OF MAINTER \$

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ATTEST

TREVESTA COMMANTY DEVELOPMENT DISTRICT A LOCAL UNIT OF SPECIAL-DIPPOSE
GOVERNMENT ESTRABISHED PLARSLANT TO CAMPIER 100 PLORIDA STATUTES AND ICAMPIER 100 PLORIDA STATUTES AND ICAMPIER 100 MANATIGE COLANIY PLORIDA JAMES P HARVEY CHAIRMAN ASSISTANT SECRETARY

THE FOREGOING CRITIFICATE OF CHAMERSHP AND DEDICATION WAS ADMICHAGED BEFORE ALE THE DAY OF TOWN TO BE SOUNDLY AS CHAMBAN OF TREATERS COMMITTY DEPLECIONENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED.

AS IDENTIFICATION. COUNTY OF MANATEE

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GeoPoint

NOTARY PUBLIC SIGNATURE

PRINT NAME COMMISSION NO

COMMISSION EXPIRES

Surveying, Inc.

J.13 Hebra Street

Moon: [813] 218-8889

For all 1719 218-8889

For all 1719 218-8889

For all 1719 218-8889

Bornead Ballens Number 111794

# TREVESTA - PHASE IB

PAGE

PLAT BOOK

SHEET 2 of 10 SHEETS BEING A REPLAT OF A PORTION OF MECCA PARK COLONY. ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK I. PAGE 192-A. OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33, TOWNSHIP 33 SOUTH. RANGE IS EAST, MANATEE COUNTY. FLORIDA

DESCRIPTION: A position of MECCA PARK COLONY, according to the plat thereof, recorded in flet Book 1, Page 192-A, of the Public Records of Waratee County, Florida; Together with a portion of Section 2d, all vige in Sections 28 and 33. Forwardin 38 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

westerly boulding to LLAMMERCHE YARLE 1, LLACORE IN ULIDAR instances to 2004, rate 5039, of the bubb Records of Manutes Councy, floridist theres along and westerly boundary the following two (2) Counces: 13, 500,5028 L, a distance or 156,3,6 feet; 1, 3 Southor's Description of 22,2909° (chood bearing 5,1029°S). Lead the set of a central imple of 22,21909° (chood bearing 5,1029°S), as a feet to 1 to 5 counterly boundary of said 20MMERCH, PARCEL 2. Where along said Southerly boundary of said 20MMERCH, PARCEL 2. Where along said Southerly boundary of said 20MMERCH, PARCEL 1. Hence along said Southerly boundary of said 20MMERCH, PARCEL 1. Hence along said Southerly boundary of said 20MMERCH, PARCEL 1. Hence along said westerly boundary 0. Said 1870/STA — PMSE M, theres along said westerly boundary of said 20MMERCH, PARCEL 1. Hence along said westerly boundary of said 20MMERCH PARCEL 1. Hence along said southerly boundary of said 20MMERCH PARCEL 1. Hence along said westerly boundary the following filteen (15) course: 11 SO072058°L, a distance of 1300 Offert 3, 13 Sel 39970°M, a distance of 34,50 feet to 3 distance of 1200 offert 3, 50072058°L, a distance of 1200 offert 3, 50072058°L, a distance of 1200 feet 3, 50072058°L, a distance of 1300 offert 3, 50072058°L, a distance of 1200 feet 3, 50072058°L, a distance of 1300 feet 3, and returns angle of 1000 49 (chord theorem N. 1001 1519 W. 1978.54 feet; 3) Northerly, 427.59
feet along the set of a compound curve to the light hanking statisfies of 454.55 feet and a central
anglocieway of official feet EST, and returns at either along and countries of countries
(alphocieway of official feet EST, and returns a tell set along feet feet by a both rot the
compounding Right of Way Mag Section 1307.5405; Hence along and Southerly fight-of-way
the ellowege wood; of course, 15,712455; a distance of 444.33 feet, 10, 88279477..., a
distance of 12.51 feet to a point on the Westerly boundary of the ADDITIONAL COMMERCIAL
STATIST, theoretical for the property of the ADDITIONAL COMMERCIAL
Country, Fordity, there a long we Westerly, soundary and Essenti youndary or the public Records of Marrates
Country, Fordit there along the Westerly, soundary and Essenti youndary or specifically of said
ADDITIONAL COMMERCIAL PARCEL the following three is) course. 975.00 feet and a central angle of 01'35'35" (thord bearing 5,64'42'46"E, 27.11 feet); 15} 5.26'05'01"W, a distance of 120.00 feet to the POINT OF BEGINNING.
TRACT DES angent curve to the right having a robus of 25.00 feet and a central angle of 87.1954 (chock bearing 5.704959\*W., 3.521 feet); 13] 5.24\*19/35\*W., a distance of 50.00 feet, 14] southwaskerly, 27.11 feet along the arc of a non-langent curve to the right having a radius of BEGIN at the fouthwart corner of LOT 136 of 1 TRAPEST, — PHASE II, According to the plat thereof, recorded in Pital Book GJ, Pages 156 through 136, of the Philise Records of Namales County, Fordia, said point being on the Westerly boundary of said TRAPESTA – PHASE IA: there a Gounty, Fordia, said point being on the Westerly boundary of said TRAPESTA – PHASE IA: there a departing said westerly boundary, westerly boundary of said and said on the pital thanks a reliable of Westerly Poundary, westerly SALES free Lings the art of a curve to the pital thanks a reliable of MESIAD Petrophysics. 59.3.56 keel; thence 5.79/31/TW, a distance of 167.776 keet, thence N.101/1643'W, a distance of 5.00 keet, thence N.101/1643'W, a distance of 5.00 keet; thence N.101/1643'W, a distance of 5.00 keet; thence 8.101/1643'W, a distance of 7.70.00 keet to a point on the Eastwill influed access right-ol-way of intensiale 75, also known as State Road 93 (per Florida Department of ecords of Manatre County, Florida; thance along said Southerly maintained right-of-way, 189°39'02'E, a distance of 149.72 feet to a point on the Westerly boundary of COMMERCIAL County, Florida; there along sald Westerly boundary and the Southwesterly extension thereof, southwesterly, 54.98 feet along the arc of a tangent curve or bleeth writing a rabus of 35.00 feet and a central angle of 90°000° (flored bearing 54.4°350° W, 49.50 feet) as point on the wasterly boundary of COMMRRQL PARGE 2, recorded in Official Records Book 2509, Page thefeway, the following three (3) courses: 1) N.1016437W, a distance of 34350 feet; 2; thereby, 979.79 feet along the arc of a tangent curve to the right having a radius of 5567.58 feet Southerly right-of-way the federating broi (2) courses: 1) MSD 2014" E. 3 distance of 5.59 feet 2. ND 59454" A. distance of 2016 feet to a point on the Southerly maintained right-of-way of SND 5718EE FEET, also known as the fixed, according to flead fits look 2. Page 3. of the Public 189'39'12'E., a distance of 149.72 feet to a point on the Westerly boundary of COMMERCIAI ARCEL 1, recorded in Official Records Book 2604, Page 5934, of the Public Records of Manates feet; 12) Westerly, 38.10 feet along the arc o 227.08 feet; 2) N.89\*39'02"E., a distance of 356.20 feet; 3) N.00\*20'58"W., a distance of 285.4 eet to a point on aforesald Southerly right-of-way of Erie Road (69th Street E.); thence alon rsportation Right of Way Map Section 13075-2405]; thence along said Easterly lin having a radius of 1145.00 feet and a central angle 120.33 feet); 11] S.27\*10\*31\*W., a distance of 95.90 f Ight-of-way, the

ORTH 1/4 CORNER OF CHON 33, TOWNSHIP 33 SOUTH RANGE 18 EAST CONCRETE MONUMENT LB7768 CCR#: 109470 HOTE, EXCHANGE, BELEVISTOR, BELEVISTOR, AND OTHERS AND OTHER PARTIES OF A PROPERTY OF H 18 СКІТ МОКІН - T. T. T. × Lot 33 MECCA PARK COLONY
(PLAT BOOK 1, PAGE 192-A) LB7758 CCR#: 46 SUCHTIA PARKET IN EAST, NAVAGA A RESAMENT OF NATIONAL PRESENT DESCRIPTION OF THE CONTRIVENT BETTER TO THE STATE TAKE CONTRIANTE SYSTEM, NOWTH A MERCAL MORTOWITH TO THE WEST STAND OF FLORIDA, AS ESTABLISHED PROOM A RITK CHORD. TREVESTA - PHASE IA

130 (PLAT BOOK 60,
PAGES 166-196) ंह 5 2 A 7 47X4" SCALE 1" = 200"901 201 801 601 001 101 201 201 801 BASIS OF BEARINGS -S00'20'36'E 001 08 0 W-15'01752-11/1 00/1 601 801 401 32 H M 35 36 37 KEY SHEET 95.90 120.00° Annual Vision 26 cn 2 3 18 18 18 18 325 8 300'20'38'E. N:1177438.8080 [si 69TH STREET E. (ERIE ROAD) (ROAD PLAT ROOK 2, PAGE 3) -COMMERCIAL PARCEL 2 1E OF 1.04 23 COMMERCIAL PARCEL 1 UNPLATTED TRACT "1.3"
WESTERN PANER OF TRACES A PANER OF TRACES A PANER OF TRACES AS T ise -M80'39'02'E 118.33 NO. RADNUS DELTA ANT CHOND BEARING CT 855.00" 38"21"46" 542.82" 533.58" N 82"05"51" W C1 855.00" 3871'45" 547.82" 533.58" H 82'05'51" W 709" 296.05' 294.18' S 10'48'36" W NOT-10 102 E 23" 427,56' 427,58' N 00'03'47" "DO" 54.98' 49.50' S 44'39'02" TRACT "L-2" | CTREMEZA PLACE POINT OF BEGINNING | WITCHE 4.3 W SOUTHWEST CORNER OF 107 158 | CANON OF TREVEST - PAGE W. HITCHESTA. 2020' | E490821.5282' | CANON OF TREVEST - SERVICE AND OF TREVEST - SERVICE A Lot 16 286.38 CURVE DATA TABLE SOUTHERLY MAINTAINED
RIGHT-OF-WAY OF
ROHT STREET EAST
SOUTHERY RIGHT-OF-WAY
OF 65TH STREET EAST S7845'17'W AND THE STATE OF T 901 501 101 101 231 SHEET 4 CACR CIN HIR NSC 21503 - - 1 2631.77 ABO'20'47 E Ë <u>E</u> TRACT NORTH BOUNDARY DF THE NORTHWEST 1/4 DF SECTION 33-33-18 (3ASIS OF BEARING) SHEETS MB0'20'47'E 61.51 SHEET 3 TRACT "W" 00.0+1 W-71.54.000 SHEET 7 RACT "L-1" N10'16'43'W 80.00" 19.91.01N 170.00° SOUTHERLY RIGHT-OF-WAY OF GATH STREET EAST PER FLOORDA DEPARTMENT OF TRANSPORTATION RIGHT DE WAY MAY SECTION 13075-2405) TRACT "L-2" 579\*43"17"8 178 TRACT EASTERLY LIMITED ACCESS
RICHT-DF-WAY FORINTERSTRIE 75 TRACT DESIGNATION TABLE 386.27 SECTION 22-33-18 WEST BOUNDARY OF ZIYWILED LEDOL, CCBB: 084478
CONCRELE MONTMENT MITH CVB
PHB 22 SOUTH BANCE 18 EVZL
HMEZL COBMES OF SECTION 32; 23

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	IAND ARKA	52,353 Square Feet	449,793 Square Feet	195 467 Course Fast	Last square reet	104,378 Square Feet	64,071 Square Feat	TA TOO Covere Cant	The short and	2,157 Squore Feet
The state of the s	PSRGMATRON	FUTURE RIGHT-OF-WAY	OPEN SPACE	CONSERVATION AREA; PRIVATE DRAINAGE AND	ACCESS EASEMENT; PUBLIC FLOWAGE EASEMENT	PRIVATE DRAINAGE AND ACCESS EASEMENT; PUBLIC FLOWAGE EASEMENT; WALL EASEMENT	PRIVATE DRANAGE AND ACCESS EASEMENT, DAIRLY FLOWAGE EASEMENT, WALL EASEMENT	PRIVATE DRAINGE AND ACCESS EASEMENT:	PLIBLIC FLOWAGE EASEMENT; WALL EASEMENT	PRIVATE DRAINGE AND ACCESS EASEMENT: PUBLIC FLOWAGE EASEMENT; WALL EASEMENT
	MACT	TRACT "A"	TRACT "F"	100	TRACT W	TRACT "L-1"	TRACT "L-2"	1	TRACT L-3	TRACT "L-4"

28 ----- CERTIFED CORNERS RECORD
39 ----- HOCHES BUSNESS
30 ----- MORTH ARERGAN VERTICAL
30 ------ BEDICHARK
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FLORIDA DEPARTMENT

LEGEND

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Containing 40,658 acres,

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1000	427 SR	49.50°	294.18" 5	35.36	290.64' 287.85' 5		120.38 120.33	34.52		27.11	598.95	260,33	
3/8.70	427.58	54.98	296.05	39.27	200.64		120.38	38.10		27.11	599.43	280,36	And the state of t
2	41540 87 (735'03" 407 58" 407 58" h	90,00,00	22'19'09"	90.00.00	9731,28"		601'26"	8718'54"		1.35.35	7.10'19"	2'52'30" 280,36' 280,33"	
TOTAL STORY OF THE	41542.87	35.00	760,00°	25.00	505 00"		1145.00	25.00		975.00	5587,58*	5587,58*	
3	3	2	ខ	CG	5		8	ខ		05	C239	C240	
	LAND ARKA	52,353 Square Feet	449,793 Square Feet	195 467 Course Fast	Series square read	404 370 0	IU4,370 Square rest	64,071 Square Feat		TAL TOP CALLED	Tour address of the contract	2,157 Squore Feet	
THE PERSON NAMED IN THE PE	DESIGNATION	FUTURE RIGHT-OF-WAY	OPEN SPACE	CONSERVATION AREA; PRIVATE DRAINAGE AND	ACCESS EASEMENT; PUBLIC FLOWAGE EASEMENT	PRIVATE DRAININGE AND ACCESS EASEMENT:	PUBLIC FLOWAGE EASEMENT; WALL EASEMENT	PRIVATE DRAINAGE AND ACCESS EASEMENT;	PUBLIC FLOWAGE FASEMENT; WALL EASEMENT	PRIVATE DRAINAGE AND ACCESS EASEMENT;	PLIBLIC FLOWAGE EASEMENT; WALL EASEMENT	PRIVATE DRAINING AND ACCESS EASEMENT: PUBLIC FLOWAGE EASEMENT: WALL EASEMENT	View i marin i
	ICT.	۱ "۸"	j.	3	ŧ		-	1	4	1	5-3	-4	A STATE OF THE PERSONS

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING.

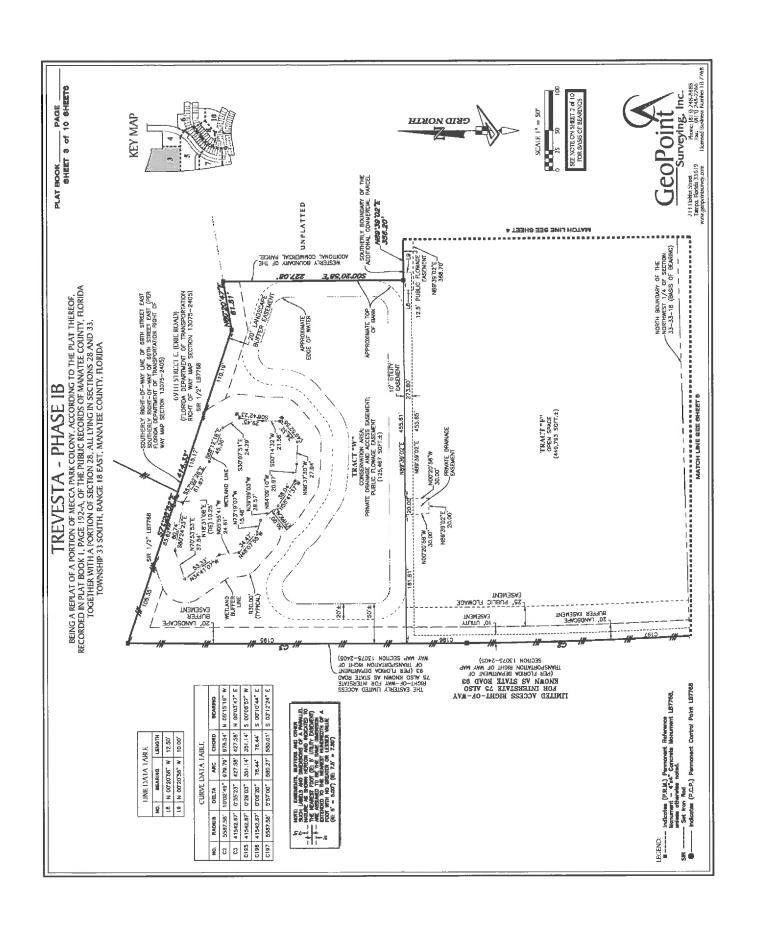
'29" 290,64' 287.85' S 1324'47" W

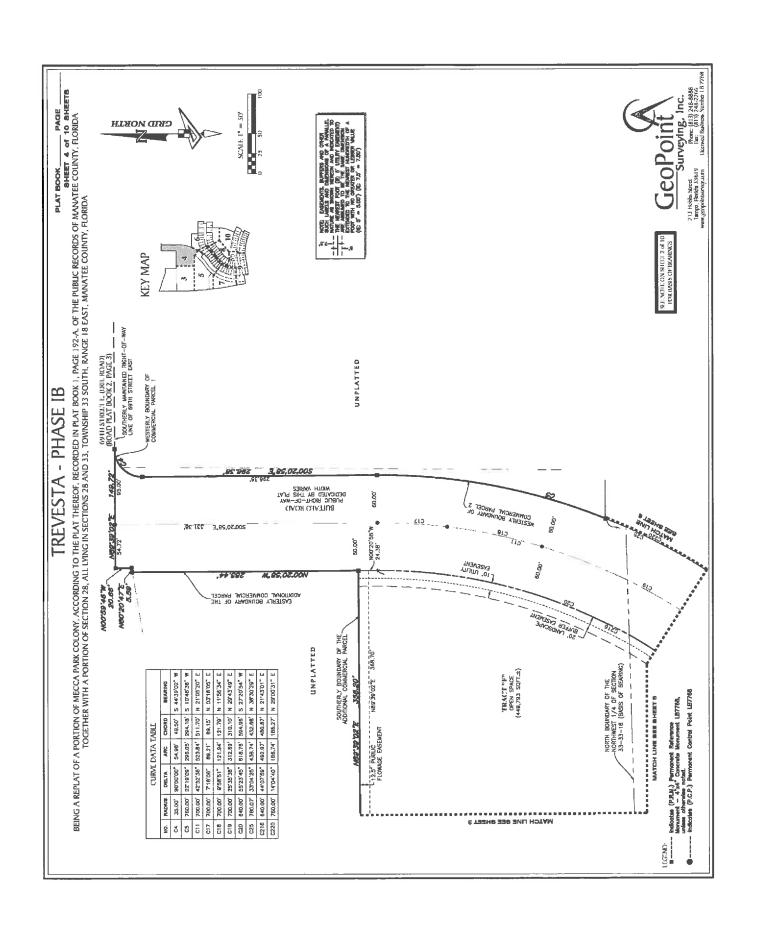
39.27' 35.36' 5 45'20'58" 120.38" 120.33" | 5 67.02'49" S 70'49'59" W S 64'42'48" E

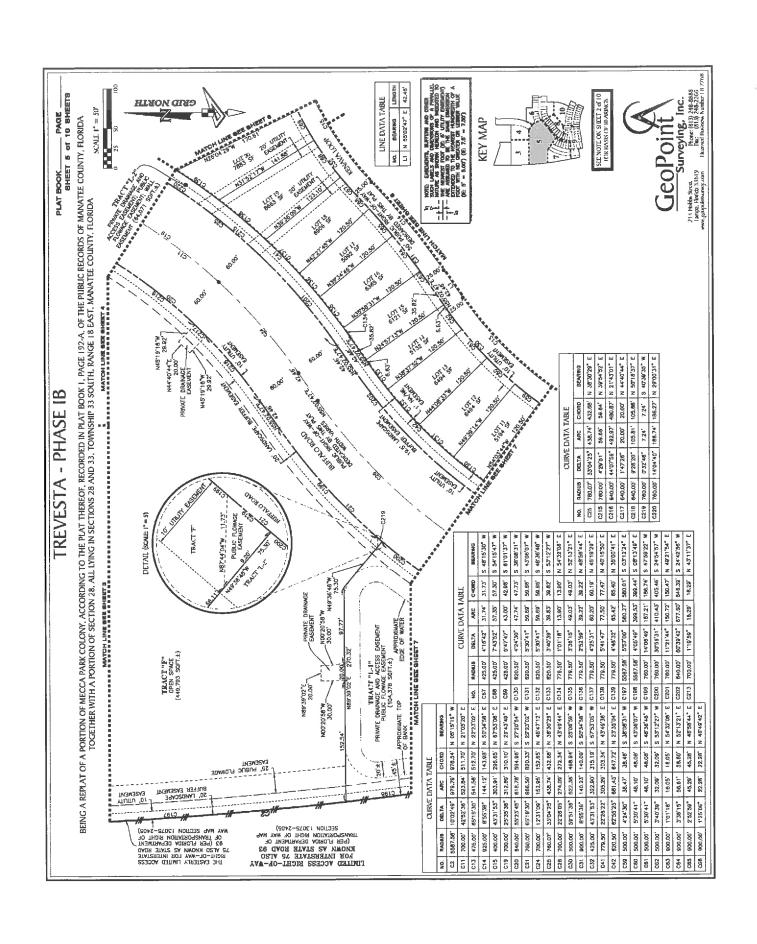
5 06'41'33" 280,33" S 01"40"09"

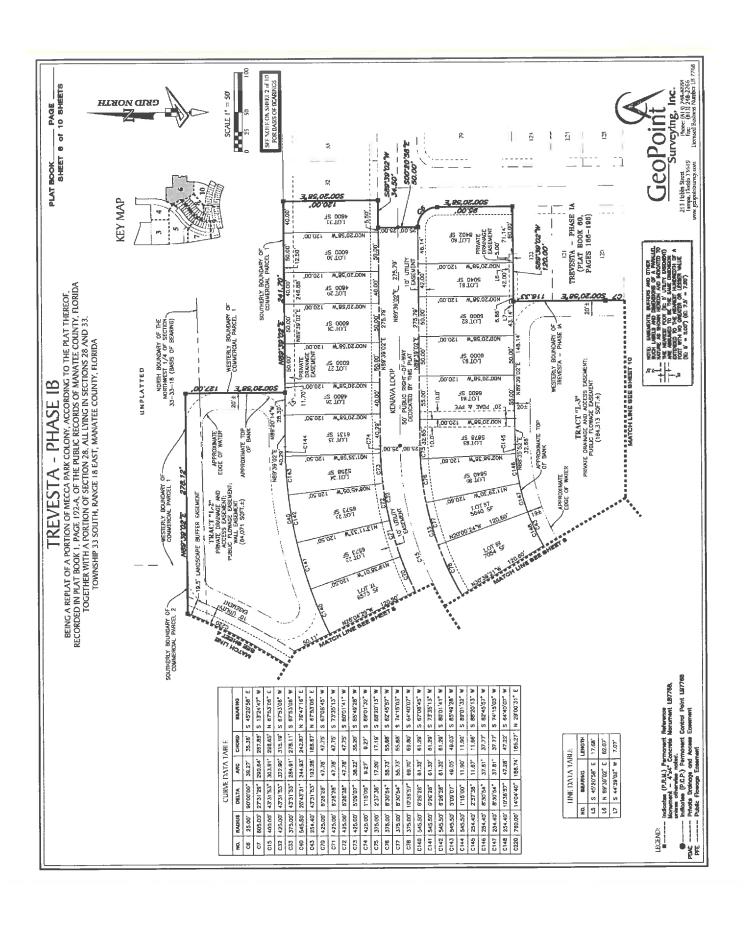
GeoPoir 213 Hobbs Street Tampa, Florida 33619 www.gcopolntsurvey.com

Hume (#1.) 248-888 Fox: (81.) 248-2766 Lecased Business Number 1.B 7768 Surveying, Inc.











MATCH LINE SEE SHEET 6

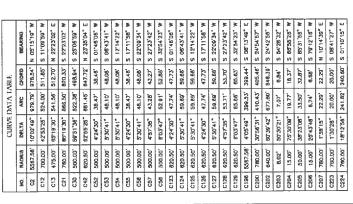
TRACT "1,-1"
DRAHAGE AND ACCESS EASEMENT
PUBLIC FLOWAGE EASEMENT
(104,378 SQFT.±)

APPROXIMATE TOP OF BANK

СКІВ МОКТН

SEE NOTE ON SHEET 2 of 19 POR IMSIS OF BEARINGS

KEY MAP



APPROXIMATE EDGE OF WATER NJ943'00"E 100 OK 1 5203 20' LANDSCAPE 20' LANDSCAPE N79'43'17'E (TE) 20.00' LINE DATA TABLE TIMITAD ACCESS RICHTTO ROYAL OCT TO THE STATE OF THE STATE ROAD BS (PER FLORING BOATH OF WAY WAY OF THE STATE THE EASTERLY LIMITED ACCESS WIGHT-OF-WAY FOR INTERSTRIE ROAD BS (PER FLORING DEPARTMENT OF TRANSPORTATION RICHT OF WAY MAP SECTION 13075-2405)

KENNAN TOOD

NBO'30'58'W 120,30'

BUFFER EASEMENT 19.5' LANDSCAPE

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BUFFER EASEMENT 20' LANDSCAPE

1.07.5 8494 SF

6494 SF

MATCH LINE SHEET 9

1.0T.1 5194 SF

NO. 25.47.14 120.5.

5,001.7 5,001.7 120.1

375	LENGTH	20.00	20.00	10.50	8.43	
בומטו טובאז זאווז	BEARING	N 81'18'33" W	5 81'18'33" E	L11 N 60'07'31" W	L12 S 50'07'31" E	
	MO.	E3	2	ГIJ	L12	



213 Hobbs Street Tampa, Flivitia 33619 www.gotypoinbrawy.com

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SC-11-0

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PPE - BYE

----- Public Flowage Ensement
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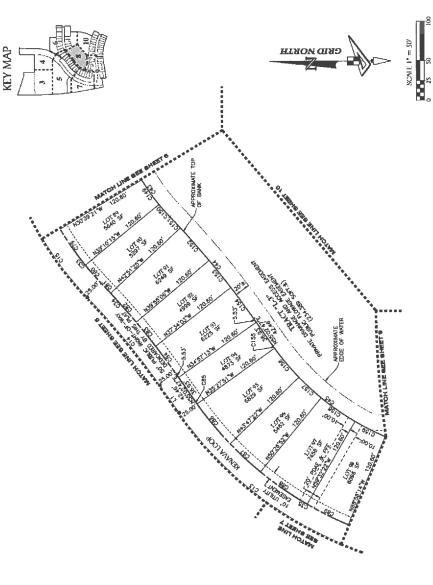
- PHASE IB TREVESTA

PLAT BOOK PAGE
SHEET 8 of 10 SHEETS

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK I. PAGE 192-A. OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

NO. BEARING LENGTH LINE DATA TABLE

	BEARING	22.23.02" E	50'34'58" E	67'53'08" E	8753'06" W	50'34'58" W	2545'43" W	67'53'06" E	30'34'58" E	35'24'38" E	55'05'12" W	45'28'27" W	46'37'52" E	48'38'45" E	51"15"28" E	53*44'22" E	94,47,28" W	5022'23" ₩	4Z 52,22 W	35'00'23" W	26'44'42" W	55'05'12" W	48'28'27" W	N 48'37'52" E	N 48'36'45" E	N 51'15'26" E	N 53'44'22" E	S 54'47'28" W	S 50'22'23" W	S 42'52'53" W	S 35'00'23" W	25'44'42" W
TABLE	CHORD	512.70° N	143.98' N	296.85' N	278.11" 5	147,87' S	440.23	188.67' N	155.54 N	221.38" N	55.68" S	30.82" S	16,96° N	48.72' N	38.97° N	43,33° N	4.01	65.33° S	52.26° 5	71.33° S	58.32	37.77	20.91	19,13'   1	54.90° N	43.92' h	48.84	2.93	47.82* 5	38.26	52.21	42.89° S
DATA T	AMC	541.56	144,127	303.91	284.91	148.02	460.DO*	193.28"	166,81	225.78	55.73	30.83	16,98*	48.72	38,98°	43,34*	4.01*	65.39	52.29*	71,41*	58.36"	37.81°	20.91	10.13*	54.91	43,93	48,84*	2.93	47.86°	38.28	52.27	42.72*
CURVE	DELTA	65'19'30"	85,25.3	4531'53"	4531'53"	R'55'38"	58'34'07"	4331'53"	8.00,98	39'16'18"	8'30'54"	4.42,38,	1.01,26	2'56'19"	2.21,03"	2.36,20.	0.30'38"	619'31"	6.38,30 <sub>m</sub>	9'05'30"	7.25'52"	F30'54"	4.42,36"	1.01'26"	2'56'19"	2'21'03"	2,36,20	0.30,38	619'31"	6.38,30	9.05,30,	725'52"
	RADIUS	475.00	925.00	400.00	373.00	950.00*	450.00°	254,40"	1070.80	329.40*	375.00	375.00	950.00	250.00	950.00	950.00	450.00	450.00*	450.0D°	450.00*	450.007	254.40*	254,40*	1070.80	1070,60	1070,60	1070.60	329.40	329.40	329.40	328.40	329.40
	10	613	412	C15	633	C34	SSS	043	044	545	80	080	CB3	CB2	C83	C64	883	CBB	CB7	88	CB3	C148	C150	CIST	C152	C153	512	C155	C156	5510	C158	C159







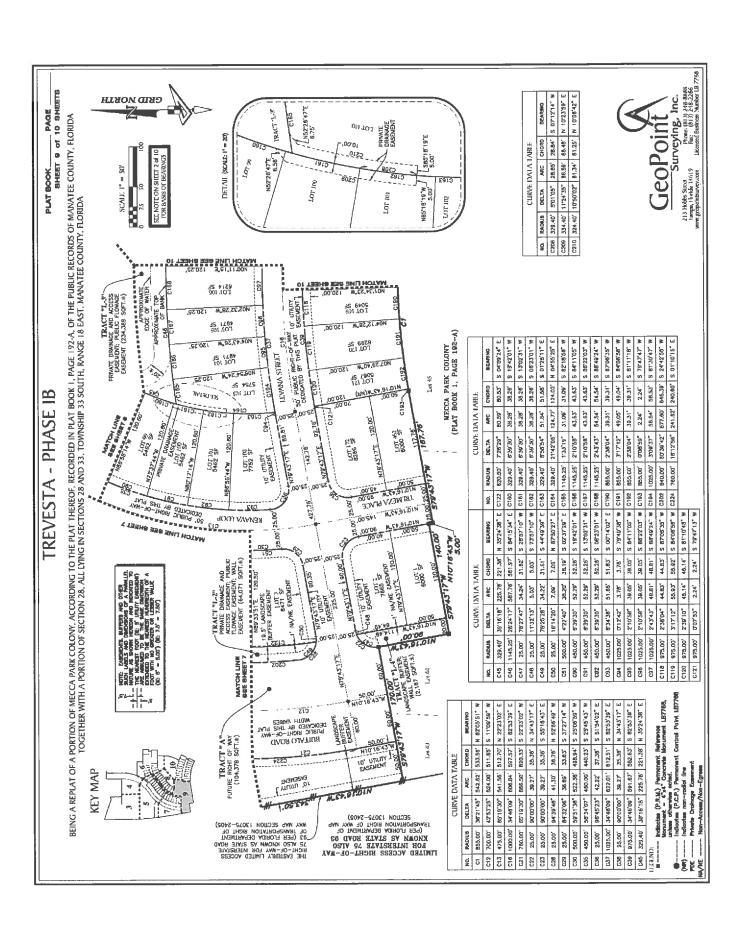
Geopoint Surveying, Inc.

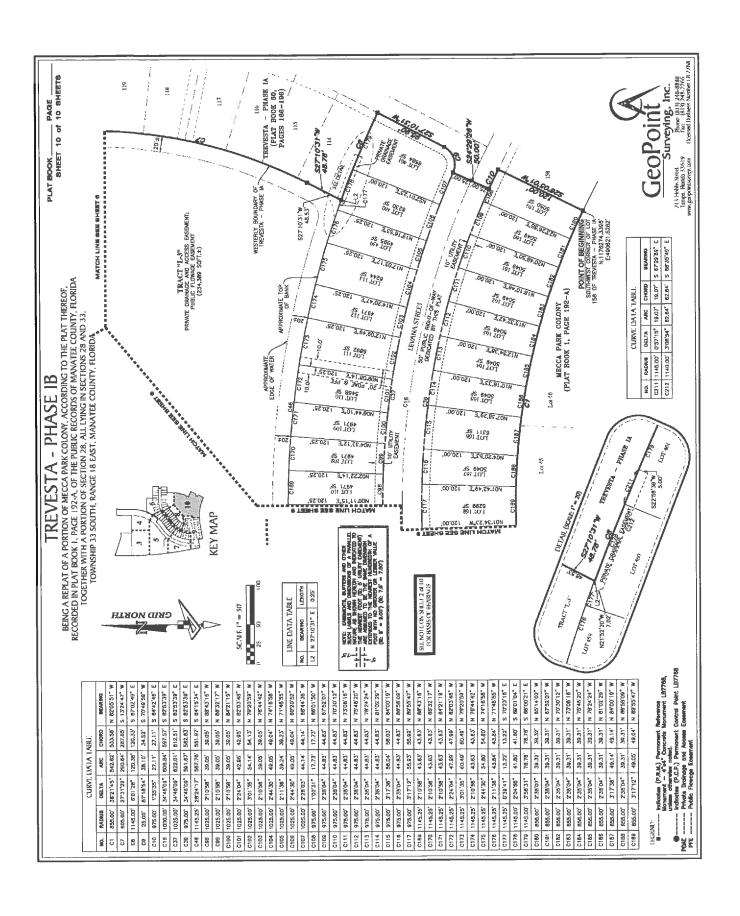
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Immer (813) 246-2869
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SEE NOTE ON SHIEL 2 of 10 FOR BASIS OF BEARINGS

indicates (P.R.M.) Permonent Informance (ET786, white discussion — 4 feet Contrate Manument (ET786, mines offerwise noted. hiddectes (P.C.P.) Permonent Contrat Point 197769 Philips Printed English Chemography Chemography ECGEND:

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### CONTRACTOR RELEASE [PHASE IB LANDSCAPE & HARDSCAPE]

THIS RELEASE is made to be effective as of the 12 day of Sunstate Landscape Management, Inc., a Florida corporation, with offices located at 1997 Exicution. Management Pt 34319 ("Contractor"), in favor of the Trevesta Community Development District ("District"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

### . RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated June 29, 2018, and between Contractor and VK Trevesta LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

**Now, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- **SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed  $\underline{\$0.00}$  in retainage and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being made.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

SUNSTATE LANDSCAPE MANAGEMENT, INC.

	By: Its: PRESIDENT
STATE OF FLORIDA )	
COUNTY OF MAMMATEE )	
I HEREBY CERTIFY that on this	verally acknowledged the execution thereof to purposes therein mentioned. Said person is
EXECUTED and sealed in the County (SEDIEMBER , 2018.	and State named above this 12 day of
(NOTARIAL SEAL)  Darryl L. Gracey NOTARY PUBLIC STATE OF FLORID Comm# FF951658 Expires 2/1/2020	Print Name:  Notary Public, State of Florida  My Commission No.:  My Commission Expires:

### **EXHIBIT A: Description of Improvements**

### Description

### Contractor

All plants, trees, timber, shrubbery, and other landscaping, located within Tracts A, as identified on the proposed plat known as Trevesta – Phase IB.

Sunstate Landscape Management, Inc.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
#20161	\$116,880.50	\$0.00	\$0.00
#21028	\$48,646.50	\$0.00	\$0.00
TOTAL:	\$165,527.00	\$0.00	\$0.00

### CONTRACTOR RELEASE [PHASE IB LANDSCAPE & HARDSCAPE]

THIS	RELEASE	is made	to be	effective	as of the	3rd	day of	October	, 2018	, by
OldCastle	Precast,	Inc.,	a	Florida	corpor	ation,	with	offices	located	at
-N/B	-		_ ("	Contract	or"), in	favor	of the	Trevesta	Commu	nity
Developmen	t District	("Distri	ct"),	a local	unit of s	pecial	-purpose	governme	nt establis	shed
pursuant to	Chapter 19	90, Floria	da St	atutes, w	hose add	ress is	s c/o Riz	zzetta & Co	mpany, 9	530
Marketplace	Road, Suit	e 206, Fo	rt My	yers, Flori	da 33912					

### RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated June 5, 2018, and between Contractor and VK Trevesta LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

**Now, Therefore,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- **SECTION 3.** WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed  $\underline{\$0.00}$  in retainage and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being made.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

### **OLDCASTLE PRECAST, INC.**

	By: Credit Specialist
STATE OF XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
I HEREBY CERTIFY that on this _3 personally appeared _Samantha Hardy-Jennings said person signed the foregoing instrument and see this/her free act and deed for the uses and personally known to me or has produced	everally acknowledged the execution thereof to purposes therein mentioned. Said person is
EXECUTED and sealed in the County October , 2018.	and State named above this 3rd day of
(NOTARIAL SEAL)	Print Name: Notary Public, State of Example Washington My Commission No.: My Commission Expires: Up 29, 200



### **EXHIBIT A: Description of Improvements**

### Description

Contractor

All wall improvements, located within Tracts L-1, L-2, L-3 and L-4, as identified on the proposed plat known as Trevesta – Phase OldCastle Precast, Inc. IB.

Invoice / Pay App	Total Cost	Balance to Fi	nish Retainage
Pay App #1	\$136,307.20	\$0.00	\$0.00
TOTAL:	\$136,307.20	\$0.00	\$0.00

### DEVELOPER BILL OF SALE & ASSIGNMENT [PHASE IB LANDSCAPE & HARDSCAPE]

This Developer Bill of Sale & Assignment (Phase IB Landscape & Hardscape) evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the \_\_\_ day of \_\_\_\_\_, 2018, by VK Trevesta LLC ("Grantor"), a limited liability company, whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401, and to the Trevesta Community Development District ("Grantee"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

- 1. All plants, trees, timber, shrubbery, and other landscaping, located within Tract A, as identified on the proposed plat known as Trevesta Phase IB, attached hereto as **EXHIBIT B** ("Landscape").
- 2. All wall improvements, located within Tracts L-1, L-2, L-3 and L-4, as identified on the proposed plat known as Trevesta Phase IB, attached hereto as **EXHIBIT B** ("Hardscape", and together with Landscape, "Improvements"); and
- 3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements ("Warranty and Indemnity Rights"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action

that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

- b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein.
- d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
- e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- f. This instrument shall be governed by, and construed under, the laws of the State of Florida.
- g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.
- h. As consideration for the sale of the Improvements, and subject to (and without intending to alter) the provisions of that certain *Amended and Restated Acquisition Agreement* (2016 Bonds) effective March 29, 2016, among other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **EXHIBIT A**.

IN WITNESS WHEREOF, the Grantor ha name this 12th day of 5 Extended, 2018.	s caused this instrument to be executed in its
By: Its:	REVESTA LLC  Allunga  VICE ROSSIOSAS
STATE OF FLORIDA COUNTY OF HIUSBOLOSVII	
The foregoing instrument was acknown 52077 meter., 2018, by James f. Harren, as Vice a limited liability company, on behalf of the company to me or // who has produced a	pany, (check one) / / / who is personally as identification.
(Affix Notary Seal)  Notary Public State of Florida Bryon T LoPreste Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020	Notary Public, State of Florida My Commission Expires: 01.27.20

### **EXHIBIT A: Description of Improvements**

### **Description** Contractor

All plants, trees, timber, shrubbery, and other landscaping, located within Tract A, as identified on the proposed plat known as Trevesta – Phase IB, attached hereto as **Exhibit B**.

Sunstate Landscape Management, Inc.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
#20161	\$116,880.50	\$0.00	\$0.00
#21028	\$48,646.50	\$0.00	\$0.00
TOTAL:	\$165,527.00	\$0.00	\$0.00

Description	
<b>Description</b> Contractor	

All wall improvements, located within Tracts L-1, L-2, L-3 and L-4, as identified on the proposed plat known as Trevesta – Phase OldCastle Precast, Inc. IB, attached hereto as **Exhibit B**.

Invoice / Pay App	Total Cost	Balance to Finish	Retainage
Pay App #1	\$136,307.20	\$0.00	\$0.00
TOTAL:	\$136,307.20	\$0.00	\$0.00

**GRAND TOTAL OF IMPROVEMENTS: \$301,834.20** 

### EXHIBIT B

COMMUNITY RECCRONASS

THE ESCLAMATION OF COVERMORS, CANDIDORS, AND RESTRICTIONS.

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STATE OF FLORIDA

COUNTY OF MANATEE

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CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSION: STATE OF FLORIDA 1 COUNTY OF MANATEE )

VITEST:

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT

CHAIRMAN

CEOPOINT SURVEYING, INC. (LICENSED BUSINESS HUMBER LE7788) 273 HOBBS STREET TAMPA, FLORIDA 33019

DATE	
DAVID ALAN WILLIAMS, JR. PROFESSIONAL LAND SURVEYOR NO. LS\$423	

CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR

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DATE

# REING A REPLATOR A PORTION OF MECKA PARK COLONY, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33. TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA TOWNSHIP 33 SOUTH, RANGE IS EAST, MANATEE COUNTY, FLORIDA TOWNSHIP 34 SECTION 28, ALL LYING IN SECTION 28, AL TREVESTA - PHASE IB 20 29 言語 Ţ.

LOCATION MAP NOT TO SHARE MANATEE COUNTY, FLORIDA

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C) TRACT "W FOR USE AS METLANDS CONSERVATION, WETLAND BUFFERS, GRAINAGE AND DRAINAGE. FACILITIES, AND

D) A NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT OVER ALL PROVATE DRAINAGE & ACCESS EASEMENTS AND WAY OF THEVESTA - PHASE IS,

A OWNER DOES HERRBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS, ALL LANDS, EASEMENTS AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ABOVE TO MANATEE COUNTY OR THE DISTRICT. 3.THE TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED IN PARAGRAPH 1.A. ABOVE IS ALSO FOR INSTALLATION, OPERATION AND MAINTENANCE OF PRIVATELY-OWNED IRREGATION UTILITY FACILITIES. NOTARY ACKNOWLEXCEMENT STATE OF FLORIDA

COUNTY OF MANATEE SS

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6) THE CONSERVATION AREA TRACT SHOWN HEREON WILL BE WONUMENTED WITHIN THE STATUTCRY TIMELIMIT PER CHAPTER 177 OF THE FLORIDA STATUTE.

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NOTARY PUBLIC SIGNATURE COMMISSION EXPIRES

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CERTIFICATE OF ACCEPTANCE STATE OF FLORIDA

COUNTY OF HILLSBORGORN! | 38 THE GENERATIONS TO TRECENT COMMUNITY DEVELOPMENT TO CHAPTER 190, FLORID, BUILD OF SECULAL-UNIVOSOG GOVERNMENT ESTRAINED PURSUANT TO CHAPTER 190, FLORID, STATULES AND LOCATED IN MANNE COUNTY, FLORIDA (THE TUSTINGT), WIBBE ACCEPTED AT AN ORD WETNING CHIPEDSTRICT.

ATTEST

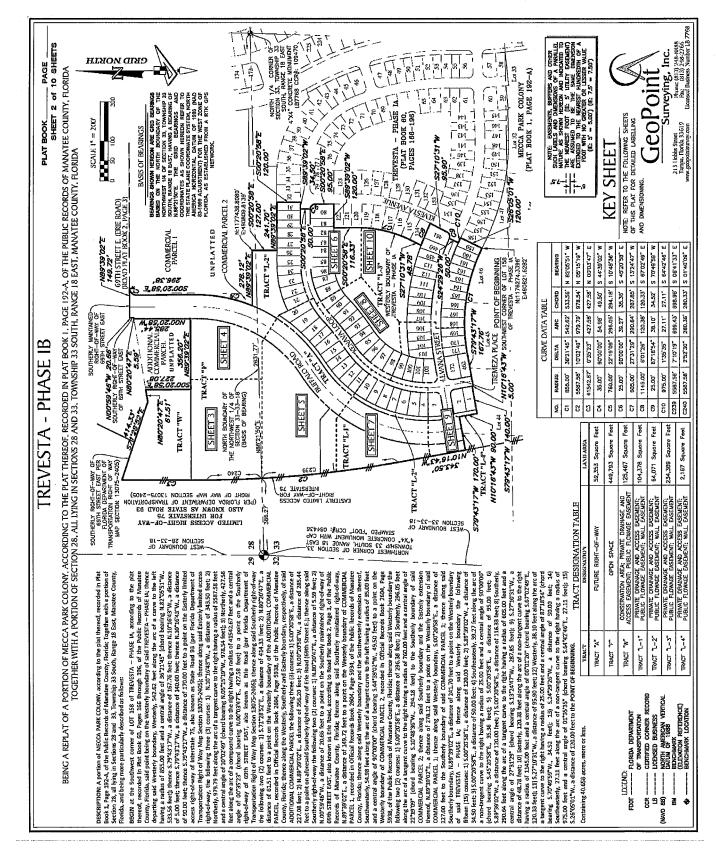
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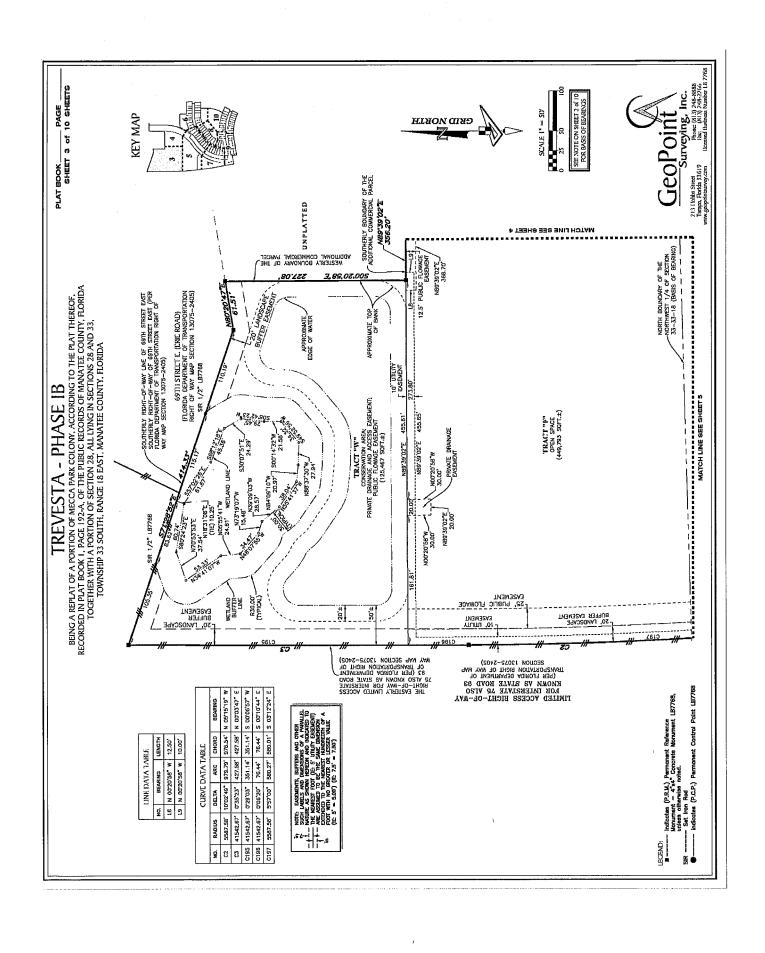
THE FORESONG CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWEDDE BETORE ME THIS DAY OF 2014, BY MAKES P HARVEY AS CANIRMAN OF TREVERSTA, COMMINITY DEVELOPMENT DISTRICT, WHO IS PERSONULY KYDWI TO ME OR PRODUCED AS IDENT FICKTION.

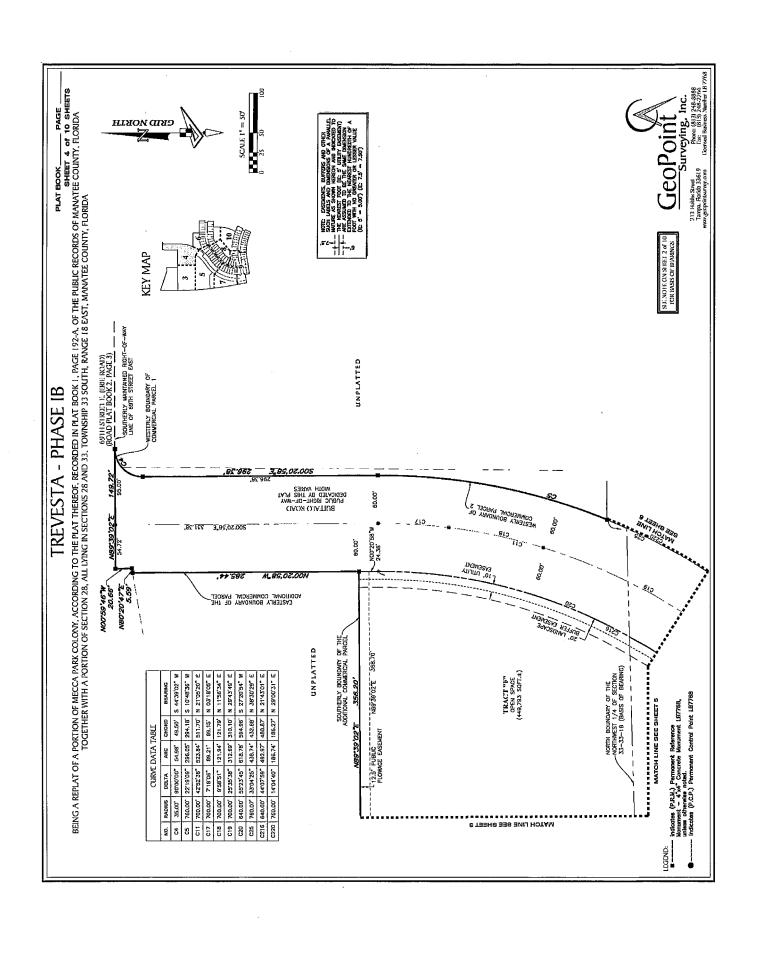
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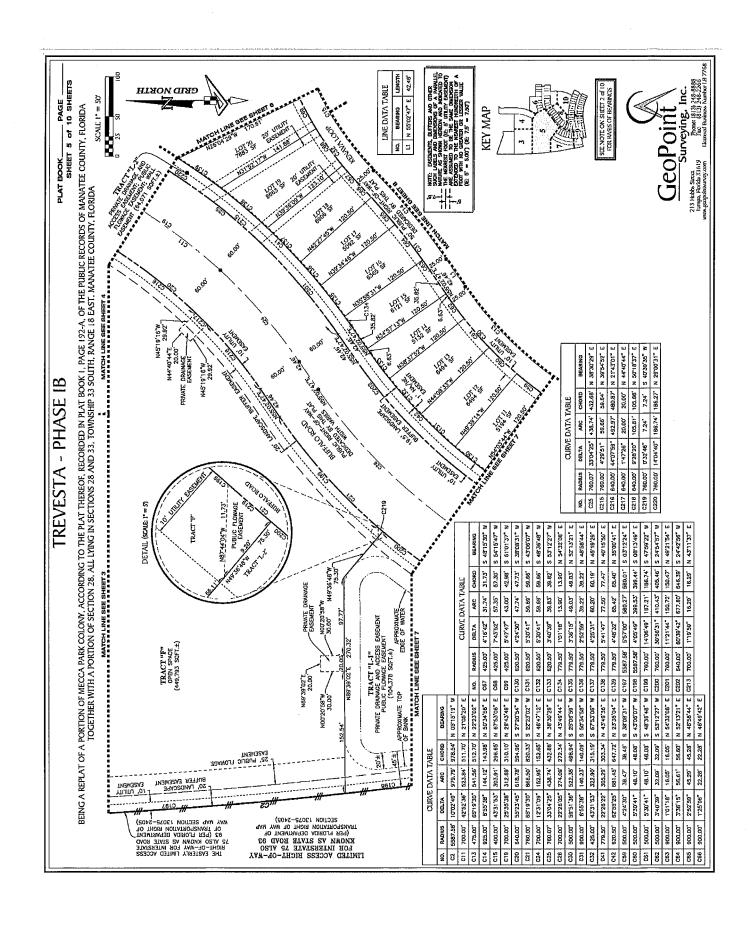
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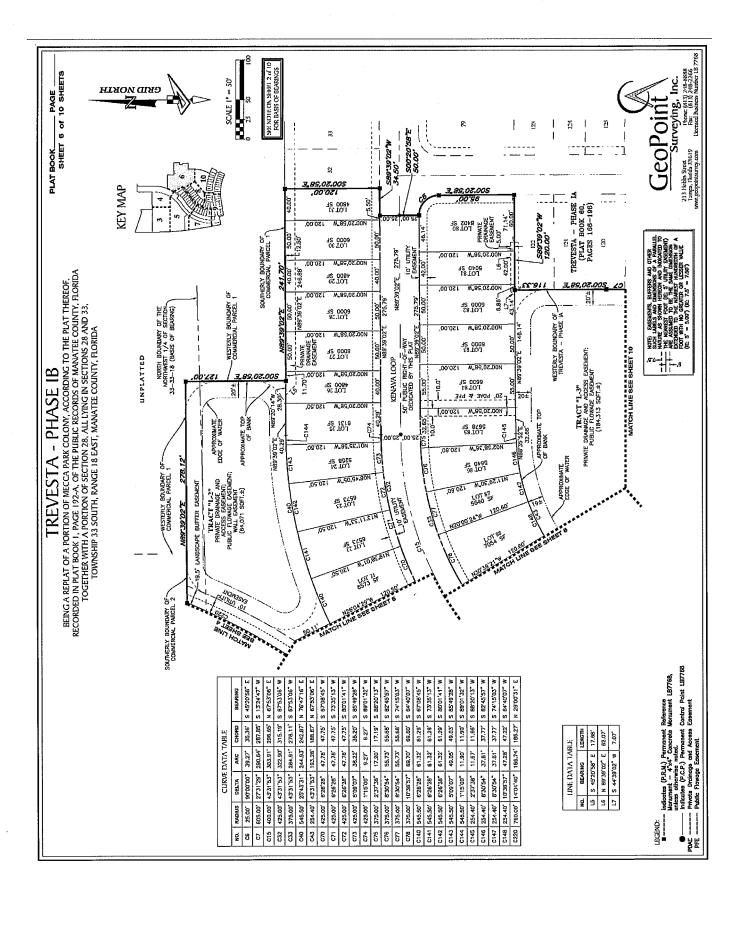
COMMISSION EXPRES:









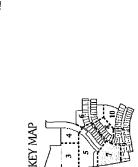




BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK I, PAGE 192-4, OF THE PUBLIC RECORDS OF MANATEE COLINTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 28. ALL LYNG IN SECTIONS 28 AND 33.

TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COLNITY, FLORIDA

CKID NOKLH



MATCH LINE SEE SHEET 5

TRACT "L-1"
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UBUG FLOWAGE EASEMENT
(104,378 SQFT.±)

APPROXIMATE TOP OF BANK APPROXIMATE EDGE OF WATER

SEE NOTE ON SHEET 2 of 10 FOR BASIS OF BEARINGS

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0 25 50

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DATA TABLE	ARC	979.79*	524.00*	541,56	866.50*	522,38	681,45	38.47	48.10	48.10	38.47	48.10	43,28	52.91	47.74	59.69,	.69.65	47.74	59.69	53.71	65.66	399.53	410.43	677,60'	7.07	19.77	33.50	6,74	22,29*	20.00	241.82
CURVE I	DELTA	10'02'49"	42'53'25"	65.19'30"	65'15'30"	59'51'36"	52.55.25	4.24,30	5:30*1"	5.30'41"	4.24,30	5.30,41	457,35"	6.03'47"	4.24,30	5:30'41	5.30.41	4.24.30	5.30,41	4.57.35	6.03'47"	4.02,48*	30'56'31"	80'39'42"	50'30'21"	75'30'09"	38.23'08"	25.43'48	1.38.15	1.30 28	18'12'56"
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KENAVA LOOP 50' PUBLE

120.50

19.5' LANDSCAPE

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ECCION 13075-2405)

FOR INTERSTATE VOLD 83

FOR INTERSTATE VOLD 83

TRANSPORTION RIGHT OF WAY MAP

TABLE AND STATE TO ST

LOT 5 6494 SF

6494 SF

10 5023 TOTAL C203

N79'43'17'E (TIE) 20.00'

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TO UTILITY

5194 SF

MATCH LINE SEE SHEET 9

3LC	LENGTH	20.00	20.00	19.50*	8.43
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1	Ŏ.	ย	4	111	112



Indicates (P.R.M.) Permanent Reference Mountent - 474 Courate Monument L87768, unless otherwise noted. Indicates (P.C.P.) Permanent Control Point L87768

LEGEND:

Non-Access/Non-Egrass Public Flowage Easement Private Drainage and Access Easement

NA/NE PFE -

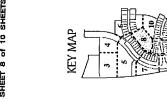
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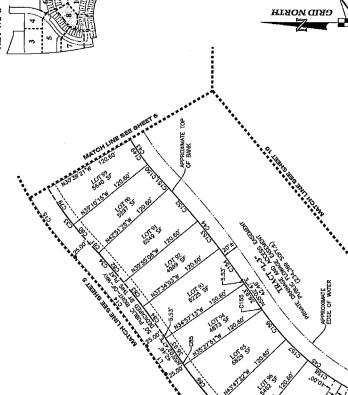
213 Hobbs Street Tumps, florids 33619 www.geopointsurvey.com

- PHASE IB **IREVESTA** 

BEING A REPLAT OF A PORTION OF MECCA PARK COLONY. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1. PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COLINITY. FLORIDA TOGETHER WITH A PORTION OF SECTION 28, ALL LYING IN SECTIONS 28 AND 33, TOMINSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COLINITY, FLORIDA

PLAT BOOK PAGE SHEETS SHEETS





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8.55.38

475,00 925.00\*

DELTA ARC CHORD

CURVE DATA TABLE

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JUNE DATA TABLE

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52.29

\$ 3500'23" \$ 26'44'42" \$ 55'05'12"

58.32

58.36 37.81 19.13 54.91 43,93 48.84 47.86

9'05'30" 7'25'52" 8'30'54"

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C150

N 48'36'45" 43.92° N 5115'26" \$ 54'47'28" \$ 50'22'23" \$ 42'52'55" 42.69 \$ 26.44'42"

2.56,19 22103

> 1070,60 1070.60 329.40 329.40 329.40

C152

C155

1.01'26" 4.42.36

N 53'44'22"

52.27 42.72

329.40 329.40

6.39,30



SCALE.1" = 50"

25 50

SIE NOTE ON SHEET 2 FOR BASIS OF BEARD

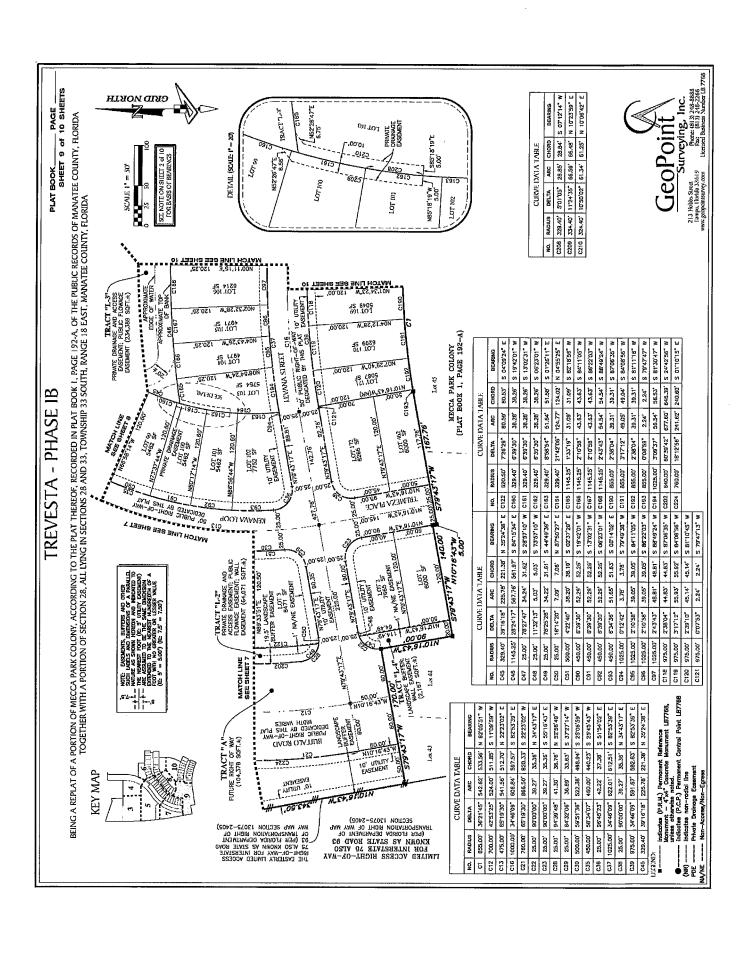


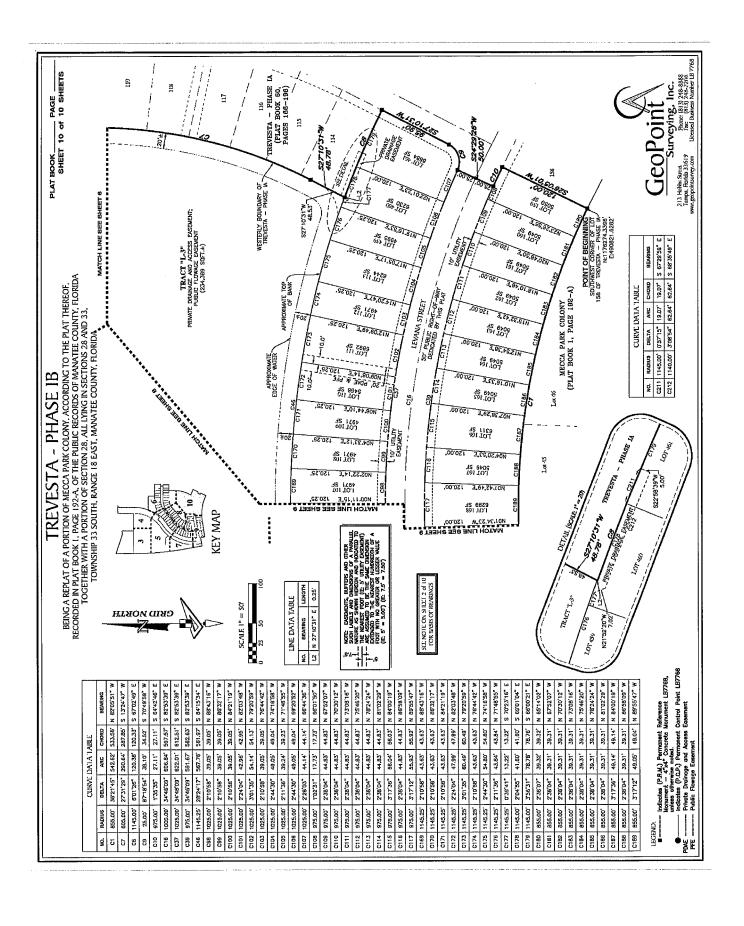
'a.7-1-'e

213 Hubbs Sured Tampa, Honda 33619 www.geopololsurvey.com

LEGEND:

indicates (P.R.M.) Fernament Reference
Hourment — 4x4. Concrete Monument LE7788,
unless otherwise notad.
indicates (P.C.P.) Permanent Control Point LE7768
Privite Indicates (P.C.P.) Permanent Control Point LE7768
Public Flowage Exsenent





### FORMS OF REQUISITIONS

### TREVESTA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018 (ASSESSMENT AREA ONE – PHASE 2 PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Trevesta Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2016, as supplemented by that certain Third Supplemental Trust Indenture dated as of December 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable: Second Amended and Restated Acquisition Agreement dated December 19, 2018
- (C) Name of Payee pursuant to Acquisition Agreement: VK Trevesta LLC

WELLS FARGO BANK N.A. 420 Montgomery San Francisco, CA 94104 ABA #121000248

FOR CREDIT TO: VK TREVESTA LLC ACCOUNT # 4122906555

- (D) Amount Payable: \$1,153,001.12
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Date	Description of Improvements / Work Product	Amount					
Amounts Owed to Developer							
Varies (see attached)	2016 Project Payments	\$1,153,001.12					

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2018 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project; and
- 4. Each disbursement represents a cost of the 2018 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

TREVESTA COMMUNITY	
DEVELOPMENT DISTRICT	
Den	
By:	•
Responsible Officer	
-	
Date:	
Duic	

### CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2018 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer	

### TREVESTA COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION CUSTODY ACCOUNT

### Special Assessment Revenue Bonds Series 2016

Construction Custody Account Activity Through October 31, 2018

Requisition

Inflows: **Developer Contribution** 1,153,001.12 12,087.50
Total Inflows: \$ 1,165,088.62 **Due from Developer** 

Status with Trustee

Outflows:

Requisition

Requisition	Requisition			Status with Trustee
Date	Number	Contractor	Amount	As of 10/31/18
04/27/17	CUS 36	Cornerstone Solutions Group	\$ (80,179.71)	Cleared
04/27/17	CUS 37	Hopping Green & Sams	(1,141.67)	Cleared
04/27/17	CUS 38	Morris Engineering & Consulting LLC	(6,175.00)	Cleared
04/27/17	CUS 39	Newberg Irrigation, Inc.	(48,456.01)	Cleared
04/27/17	CUS 40	Sun State Landscape Management, Inc.	(276,620.33)	Cleared
05/24/17	CUS 41	Cardno, Inc.	(59,802.90)	Cleared
05/24/17	CUS 42	Cornerstone Solutions Group	(49,974.35)	Cleared
05/24/17	CUS 43	Hopping Green & Sams	(436.17)	Cleared
05/24/17	CUS 44 REV	Morris Engineering & Consulting LLC	(9,250.00)	Cleared
05/24/17	CUS 45	Sun State Landscape Management, Inc.	(68,086.50)	Cleared
06/16/17	CUS 46	Hopping Green & Sams	(3,884.35)	Cleared
06/16/17	CUS 47	Morris Engineering & Consulting LLC	(3,900.00)	Cleared
06/16/17	CUS 48	Newberg Irrigation, Inc.	(14,116.50)	Cleared
06/16/17	CUS 49	Sun State Landscape Management, Inc.	(4,540.00)	Cleared
07/27/17	CUS 50	Cardno, Inc.	(1,000.00)	Cleared
07/27/17	CUS 51	Cornerstone Solutions Group	(36,003.09)	Cleared
07/27/17	CUS 52	Hayes Pipe Supply, Inc.	(6,364.96)	Cleared
07/27/17	CUS 53	Morris Engineering & Consulting LLC	(6,225.00)	Cleared
08/31/17	CUS 54	Central Site Development	(151,776.70)	Cleared
08/31/17	CUS 54	Central Site Development	(28,256.58)	Cleared
08/31/17	CUS 55	Morris Engineering & Consulting LLC	(10,675.00)	Cleared
09/30/17	CUS 56	Central Site Development	(155,000.00)	Cleared
09/30/17	CUS 57	Morris Engineering & Consulting LLC	(11,575.00)	Cleared
10/31/17	CUS 58	Morris Engineering & Consulting LLC	(7,934.00)	Cleared
12/01/17	CUS 59	Morris Engineering & Consulting LLC	(7,750.00)	Cleared
03/01/18	CUS 60	Morris Engineering & Consulting LLC	(16,736.00)	Cleared
03/31/18	CUS 61	Morris Engineering & Consulting LLC	(6,750.00)	Cleared
04/30/18	CUS 62	Cardno, Inc.	(25,541.70)	Cleared
04/30/18	CUS 63	Morris Engineering & Consulting LLC	(5,675.00)	Cleared
04/30/18	CUS 64	Newberg Irrigation, Inc.	(21,827.40)	Cleared
04/30/18	CUS 65	Cardno, Inc.	(16,822.20)	Cleared
06/14/18	CUS 66	Morris Engineering & Consulting LLC	(8,425.00)	Cleared
08/13/18	CUS 67	Morris Engineering & Consulting LLC	(2,100.00)	AP
09/17/18	CUS 68	Morris Engineering & Consulting LLC	(12,087.50)	AP
		Total Requisitions:	(1,165,088.62)	

Total Outflows: (1,165,088.62) Construction Custody Account Fund Balance at October 31, 2018 \_ \$

### FORMS OF REQUISITIONS

### TREVESTA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018 (ASSESSMENT AREA ONE – PHASE 2 PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Trevesta Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2016, as supplemented by that certain Third Supplemental Trust Indenture dated as of December 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable: Second Amended and Restated Acquisition Agreement dated December 19, 2018
- (C) Name of Payee pursuant to Acquisition Agreement: VK Trevesta LLC

WELLS FARGO BANK N.A. 420 Montgomery San Francisco, CA 94104 ABA #121000248

FOR CREDIT TO: VK TREVESTA LLC ACCOUNT # 4122906555

- (D) Amount Payable: \$1,512,572.35
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Date	<b>Description of Improvements /</b>	Amount		
	Work Product			
Amounts Owed to Developer				
April 2, 2018	Trevesta Phase IIA Utilities	\$898,350.00		
September 5, 2018	Trevesta Phase IB Utilities	\$1,116,299.75		
September 12, 2018	Trevesta Phase IB Landscape &	\$301,834.20		
	Hardscape Improvements			
, 2018	Assessment Area One Work	\$299,669.61		
	Product			
Less Contributions Owed by Developer				

2016 Assessment "In Kind" Contribution	(\$425,902.57)
2018 Assessment "In Kind"	(\$677,678.64)
Contribution	
NET TOTAL TO PAY:	\$1,512,572.35

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2018 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project; and
- 4. Each disbursement represents a cost of the 2018 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

DEVELOPMENT DISTRICT		
By:		
, <u>—</u>	Responsible Officer	
Date:_		

TREVESTA COMMUNITY

### **CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for	the Cost of the
2018 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the	e report of the
Consulting Engineer, as such report shall have been amended or modified.	-
Committee Francisco	
Consulting Engineer	

# Tab 8

### **DISSEMINATION AGREEMENT**

January 1, 2019

District Manager Trevesta Community Development District 9530 Marketplace Rd. Suite 206 Fort Myers, FL 33912

Dear Sir or Madam:

Rizzetta & Company ("Rizzetta" or the "Dissemination Agent") hereby enters into this Dissemination Agreement with the Trevesta Community Development District (the "District") to act as the District's Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreements dated February 4, 2016 for the Special Assessment Bonds, Series 2016A-1 and Series 2016A-2 and dated December 19, 2018 for the Special Assessment Bonds, Series 2018 (the "Continuing Disclosure Agreements"). The purpose of this Agreement is to facilitate the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreements.

- Duties: The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreements. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreements) and Rizzetta will promptly notify the District upon such occurrence.
- 2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta's service under this agreement is \$6,000 for the Series 2016A-1 Bonds, Series 2016A-2 Bonds and the Series 2018 Bonds, and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements.
- 3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
- 4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
- 5. Representations of District: The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those

of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

- 6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreements, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta's negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
- 7. Waiver of Jury Trial: EACH OF THE DISTRICT AND RIZZETTA KNOWLINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- 8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

Very truly yours

This Agreement shall be effective upon the District's acceptance hereof.

Rizzetta & Company, Inc.
By: William J. Rizzetta President
Approved and Accepted:
Trevesta Community Development District
Ву:
Title:
Date:

### **COMPLIANCE WITH PUBLIC RECORDS LAWS:**

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT <a href="INFO@RIZZETTA.COM">INFO@RIZZETTA.COM</a>, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

### MUNICIPAL ADVISOR DISCLAIMER:

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.