



Rizzetta & Company

# **Trevesta Community Development District**

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**Board of Supervisors' Meeting  
March 5, 2020**

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

**[www.trevestacdd.org](http://www.trevestacdd.org)**

# **TREVESTA COMMUNITY DEVELOPMENT DISTRICT**

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

<b>Board of Supervisors</b>	Jim Harvey Greg Meath Troy Simpson Paul Martin David Truxton	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jere Earlywine	Hopping Green & Sams, P.A.
<b>District Engineer</b>	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](http://www.trevestacdd.org)

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February 26, 2020

Board of Supervisors  
**Trevesta Community  
Development District**

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of Trevesta Community Development District will be held on **Thursday, March 5, 2020 at 10:30 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 7, 2019..... Tab 1
  - B. Consideration of the Operations and Maintenance Expenditures for the Months of October, November and December 2019 and January 2020..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Ratification of Special Assessment Bonds, Series 2018 Requisitions for Payment #11 & #12 ..... Tab 3
  - B. Ratification of Custody Account, Series 2018 Requisitions for Payment #1 & #2..... Tab 4
  - C. Consideration of Agreement Between the Trevesta CDD and the Trevesta HOA Regarding Drainage Easement Installations ..... Tab 5
- 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**

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.

**TREVESTA  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Trevesta Community Development District was held on **Thursday, November 7, 2019 at 9:30 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221.

Present and constituting a quorum were:

Jim Harvey	<b>Board Supervisor, Chairman</b>
Paul Martin	<b>Board Supervisor, Assistant Secretary</b>
David Truxton	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Joe Roethke	<b>Regional District Manager Rizzetta &amp; Company, Inc.</b>
Jere Earlywine	<b>District Counsel, Hopping Green &amp; Sams, P.A. (via speaker phone)</b>
Erin Tumolo	<b>District Engineer, Morris Engineering</b>
Adam Painter	<b>Land Development Manager, Kolter</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Roethke called the meeting to order and conducted the roll call.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Roethke opened the floor to audience comments. There were none.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
August 1, 2019**

Mr. Roethke provided an overview of the Minutes of the Board of Supervisors' meeting held on August 1, 2019 and asked if there were any questions, comments, or changes to the minutes. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 1, 2019, for the Trevesta Community Development District.
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**FOURTH ORDER OF BUSINESS**

**Consideration of the Operations and  
Maintenance Expenditures for the  
Months of July, August, and  
September 2019**

Mr. Roethke provided an overview of the Operations and Maintenance Expenditures for the period of July 1-31, 2019 totaling \$28,941.73, the period of August 1-31, 2019 totaling \$17,872.1, and the period of September 1-30, 2019 totaling \$76,104.13. Mr. Roethke advised that the higher expenditures in September was due to midge fly treatments and surveys. He asked if there were any questions. There were none.

On a Motion by Mr. Martin, seconded by Mr. Harvey, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Months of July 2019 (\$28,941.73), August 2019 (\$17,872.19), and September 2019 (\$76,104.13), for the Trevesta Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Series 2018  
Construction Requisitions 8 through  
10**

Mr. Roethke advised that Series 2018 Construction Requisitions 8 through 10 total \$2,775.00 and were paid to Morris Engineering. He advised that if there are no questions, he is looking for a motion to ratify payment of the requisitions.

On a Motion by Mr. Martin, seconded by Mr. Harvey, with all in favor, the Board Ratified Payment of Series 2018 Construction Requisitions 8 through 10, for the Trevesta Community Development District.

**SIXTH ORDER OF BUSINESS**

**Presentation of Amended Budget for  
Fiscal Year 2018/2019 and  
Consideration of Resolution 2020-01,  
Adopting an Amended General Fund  
Budget for Fiscal Year 2018/2019**

Mr. Roethke provided an overview of the amended budget for fiscal year 2018/2019 and asked if there were any questions. There were none.

On a Motion by Mr. Martin, seconded by Mr. Harvey, with all in favor, the Board Adopted Resolution 2020-01, Adopting an Amended General Fund Budget for Fiscal Year 2018/2019, for the Trevesta Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Review and Discussion of  
Memorandum Regarding Revised  
Rules of Procedure and Consideration  
of Resolution 2020-02, Setting a  
Public Hearing on the Rules of  
Procedure**

Mr. Earlywine reviewed a memorandum with the Board regarding the updates Rules of Procedure.

On a Motion by Mr. Harvey, seconded by Mr. Martin, with all in favor, the Board Adopted Resolution 2020-02, Setting a Public Hearing on the Rules of Procedure for Thursday, February 6, 2020 at 9:30 a.m. to be held at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221, 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 that she had no update. Mr. Harvey asked for an update on conservation area cleanup. Mr. Martin advised that phase 1 and 2 it is done and monitoring is being done every quarter; phase 3A is done with plantings ongoing and phase 3B and 3C do not have much cleanup. Mr. Harvey asked that Ms. Tumolo provide an update on preserve maintenance at the next meeting.

**C. District Manager**

Mr. Roethke advised the next meeting of the Board of Supervisors of the Trevesta CDD is scheduled for Thursday, February 6, 2010 at 9:30 a.m.

Mr. Roethke advised that the District continues to receive complaints regarding the midge flies. He advised that the Chairman has approved the installation of two aerators on ponds 18 and 15 and the electrician and installer met onsite on October 31<sup>st</sup> to review the electrical lines and equipment installation. He further advised that Pfohler Electric will begin installation the week of November 11<sup>th</sup>. Discussion ensued.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

Mr. Roethke opened the floor for Supervisor requests and comments. There were none.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Roethke 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 10:42 a.m., for the Trevesta Community Development District.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

# Tab 2

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

## **Operation and Maintenance Expenditures October 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2019 through October 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$27,221.43**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2019 Through October 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hopping Green & Sams	000457	110148	Legal Services 08/19	\$ 823.00
Hopping Green & Sams	000460	110549	Legal Services 09/19	\$ 330.00
Peace River Electric Cooperative, Inc	000456	Monthly Summary 09/19	Monthly Electric Summary 09/19	\$ 2,364.28
Peace River Electric Cooperative, Inc	000461	Monthly Summary 10/19	Monthly Electric Summary 10/19	\$ 2,792.53
Rizzetta & Company, Inc.	000458	INV0000043702	Assessment Roll 19/20 FY	\$ 5,000.00
Rizzetta & Company, Inc.	000459	INV0000043823	District Management Fees 10/19	\$ 3,958.33
Rizzetta Technology Services, LLC	000462	INV0000004759	Website Hosting Services 10/19	\$ 100.00
Sun State Landscape Management, Inc.	000463	26878	Monthly Maintenance - 10/19	\$ 4,720.38
Sun State Landscape Management, Inc.	000463	26879	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 10/19	\$ 1,496.22
Sun State Landscape Management, Inc.	000463	26880	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 10/19	\$ 2,721.44

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2019 Through October 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sun State Landscape Management, Inc.	000463	27149	Irrigation Inspection/Repairs 10/19	\$ 422.13
Trevesta Irrigation LLC	000464	OCT-19	Phase 1A & 1B Common Area 10/19	<u>\$ 2,493.12</u>
<b>Report Total</b>				<b><u>\$ 27,221.43</u></b>



# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

## **Operation and Maintenance Expenditures November 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,626.75**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradenton Herald	000467	0004426739	0004426739 10/25/19	\$ 91.26
Cardno, Inc.	000468	281876	Phase 400 Preserves 09/19	\$ 11,525.00
Department of Economic Opportunity	000469	74637	Special District Filing Fee FY 19/20	\$ 175.00
Rizzetta & Company, Inc.	000465	INV0000044444	District Management Fees 11/19	\$ 3,958.33
Rizzetta Technology Services, LLC	000466	INV0000004843	Website Hosting Services 11/19	\$ 100.00
Solitude Lake Management	000470	PI-A00309811	Fountain Maintenance Services 10/1/19-12/31/19	\$ 346.00
Sun State Landscape Management, Inc.	000471	27439	Monthly Maintenance - 11/19	\$ 4,720.38
Sun State Landscape Management, Inc.	000471	27440	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 11/19	\$ 1,496.22
Sun State Landscape Management, Inc.	000471	27441	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 11/19	\$ 2,721.44
Trevesta Irrigation LLC	000472	NOV-19	Phase 1A & 1B Common Area 11/19	<u>\$ 2,493.12</u>
<b>Report Total</b>				<b><u>\$ 27,626.75</u></b>

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

## **Operation and Maintenance Expenditures December 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,402.07**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	000475	111178	Legal Services 10/19	\$ 280.00
Innersync Studio, Ltd	000476	17617	CDD Implementation Onboarding Of ADA Websites	\$ 2,325.00
Innersync Studio, Ltd	000478	17907	Website Services-10/19	\$ 1,537.50
Morris Engineering and Consulting, LLC	000479	TREVCDD-44	Engineering Services 11/19	\$ 375.00
Peace River Electric Cooperative, Inc	000481	624505	6405 Trevesta PI Deposit 12/19	\$ 540.00
Peace River Electric Cooperative, Inc	000482	624517	6229 Kevesta Ave Deposit 12/19	\$ 540.00
Peace River Electric Cooperative, Inc	000473	Monthly Summary 11/19	Monthly Electric Summary 11/19	\$ 2,779.79
Peace River Electric Cooperative, Inc	000483	Monthly Summary 12/19	Monthly Electric Summary 12/19	\$ 2,628.41
Regions Bank	000477	75168	Trustee Fee S2018	\$ 3,500.00
Rizzetta & Company, Inc.	000474	INV0000045144	District Management Fees 12/19	\$ 3,958.33
Sun State Landscape Management, Inc.	000480	27842	Monthly Maintenance - 12/19	\$ 4,720.38

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sun State Landscape Management, Inc.	000480	27843	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 12/19	\$ 1,496.22
Sun State Landscape Management, Inc.	000480	27844	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 12/19	<u>\$ 2,721.44</u>
<b>Report Total</b>				<u><b>\$ 27,402.07</b></u>

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

## **Operation and Maintenance Expenditures January 2020 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2020 through January 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:                      **\$39,397.45**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradenton Herald	000490	0004515599	0004515599 1/8/20	\$ 83.07
Cardno, Inc.	000489	285986	Phase 400 Preserves 12/19	\$ 11,525.00
Hopping Green & Sams	000484	111830	Legal Services 11/19	\$ 490.00
Morris Engineering and Consulting, LLC	000493	TREVCDD-45	Engineering Services 12/19	\$ 150.00
Peace River Electric Cooperative, Inc	000494	Monthly Summary 01/20	Monthly Electric Summary 01/20	\$ 2,554.20
Rizzetta & Company, Inc.	000485	INV0000045808	District Management Fees 01/20	\$ 3,958.33
Rizzetta & Company, Inc.	000491	INV0000046381	Annual Dissemination Fee FY 19/20	\$ 6,000.00
Rizzetta Technology Services, LLC	000487	INV0000004927	Website Hosting Services 12/19	\$ 100.00
Rizzetta Technology Services, LLC	000492	INV0000005360	Website Hosting Services 01/20	\$ 100.00
Sun State Landscape Management, Inc.	000486	27784	Irrigation Inspection/Repairs 11/19	\$ 282.76
Sun State Landscape Management, Inc.	000495	28271	Monthly Maintenance - 01/20	\$ 4,720.38

## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sun State Landscape Management, Inc.	000495	28272	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 01/20	\$ 1,496.22
Sun State Landscape Management, Inc.	000495	28273	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 01/20	\$ 2,721.44
Sun State Landscape Management, Inc.	000495	28384	Irrigation Inspection/Repairs 1/20	\$ 229.81
Trevesta Irrigation LLC	000488	Dec-19	Phase 1A & 1B Common Area 12/19	\$ 2,493.12
Trevesta Irrigation LLC	000496	JAN-20	Phase 1A & 1B Common Area 01/20	<u>\$ 2,493.12</u>
<b>Report Total</b>				<b><u>\$ 39,397.45</u></b>



# Tab 3

Trevesta CDD - Special Assessment Bonds, Series 2018, Requisitions for Payment		
Requisition No.	Vendor	Amount
11	VK Trevesta, LLC	\$799,012.50
12	VK Trevesta, LLC (\$548,730.90)	\$240,218.10
	Total	\$1,039,230.60

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

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

December 26, 2019

**REGIONS BANK**

Trevesta Special Assessment Bonds, Series 2018

Attention: Janet Ricardo

10245 Centurion Road

Jacksonville, FL 32256

RE: Special Assessment Bonds, Series 2018  
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's S2018 Construction Account.

**PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA WIRE TRANSFER**

REQUISITION NO.	PAYEE	AMOUNT
CR 11	VK Trevesta, LLC	\$799,012.50

If you have any questions regarding this request, please do not hesitate to call me at (239) 936-0913. Thank you for your prompt attention to this matter.

Very truly yours,  
TREVESTA  
COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon  
District Manager

**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):

**December 23, 2019**

- (A) Requisition Number: **CR 11**
- (B) Identify Acquisition Agreement, if applicable; **NA**
- (C) Name of Payee: **VK Trevesta LLC**

**WELLS FARGO BANK N.A.  
420 Montgomery Street  
San Francisco, CA 94104  
ABA #121000248**

**FOR CREDIT TO:  
VK Trevesta LLC  
Account #4122906555**

- (D) Amount Payable: **\$799,012.50**
- (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): **Acquisition of Phase IIB Utilities**
- (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.

Originals 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.

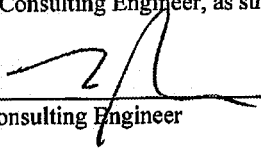
TREVESTA COMMUNITY DEVELOPMENT DISTRICT

By:   
Responsible Officer

Date: 12-23-19

### 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

**DEVELOPER BILL OF SALE & ASSIGNMENT  
[PHASE IIB UTILITIES & ROADWAYS]**

This *Developer Bill of Sale & Assignment (Phase IIB Utilities & Roadways)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit A ("Utilities")**; and
2. All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit A ("Roadways")**; and
3. All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street and Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit A ("Irrigation")**, and together with Utilities and Roadways, **"Improvements"**; and
4. 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 *Second Amended and Restated Acquisition Agreement* dated December 19, 2018, 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 has caused this instrument to be executed in its name this 22<sup>nd</sup> day of JANUARY, 2019.

VK TREVESTA LLC

By:

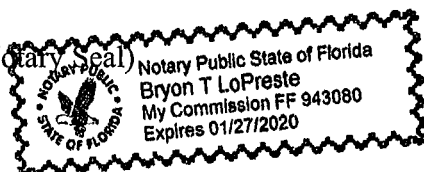
Its:

James P. Harvey  
VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of JANUARY, 2019, by James P. Harvey, as VICE PRESIDENT of VK Trevesta LLC, a limited liability company, on behalf of the company, (check one) / ☒ / who is personally known to me or / ☐ / who has produced a \_\_\_\_\_ as identification.

(Affix Notary Seal)



[Signature]  
Notary Public, State of Florida  
My Commission Expires:



\_\_\_\_\_, 2019

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 Trevesta Phase IIB Utilities & Roadways

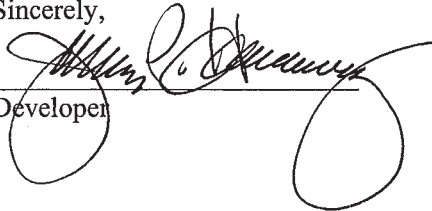
Dear Ms. Blandon,

Pursuant to the *Second Amended and Restated Acquisition Agreement* dated December 19, 2018, by and between the Trevesta Community Development District ("**District**") and VK Trevesta LLC ("**Developer**"), among other applicable acquisition agreements related to future bond series ("**Acquisition Agreement**"), you are hereby notified that the 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 IIB 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 **\$799,012.50**, 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 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,

  
Developer

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

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

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 Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street, Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**<sup>1</sup>.

	<b><u>Total Cost<sup>2</sup></u></b>	<b><u>Paid To Date</u></b>	<b><u>Balance to Finish</u></b>
<b><u>Potable Water System</u></b>			
Contract	\$121,632.00	\$(102,953.50)	\$18,678.50
CO #1	\$(2,698.00)	\$2,698.00	
<b><u>Sanitary Sewer System</u></b>			
Contract	\$209,831.00	\$(191,955.00)	\$17,876.00
CO #1	\$(5,480.00)	\$5,480.00	
CO #2	\$5,570.00	\$(5,013.00)	\$557.00
<b><u>Landscape (Irrigation)</u></b>			
Contract	\$93,094.00	\$(82,906.00)	\$10,188.00
CO #1	\$(3,480.00)	\$3,480.00	
<b><u>Roadway Improvements (Pavement)</u></b>			
Contract	\$200,932.00	\$(71,724.00)	\$129,208.00
<b><u>Roadway Improvements (Earthwork<sup>3</sup>)</u></b>			
Contract	\$65,980.75	\$(52,188.75)	\$13,792.00
CO #1	\$21,653.75	\$(21,653.75)	
CO #3	\$19,892.00	\$(19,892.00)	
<b><u>Drainage Improvements</u></b>			
Contract	\$72,085.00	\$(72,085.00)	\$ -
<b>TOTALS:</b>	<b>\$799,012.50</b>	<b>\$(608,713.00)</b>	<b>\$190,299.50</b>

<sup>1</sup> The District is only acquiring the irrigation systems located within Olano Street, Tremenza Place and Tract F, which will serve District-owned landscape areas. The remaining irrigation systems located within Trevesta – Phase IIB will be owned, operated and maintained by Trevesta Irrigation LLC.

<sup>2</sup> Retainage of 10% is included in the total contract amount.

<sup>3</sup> Earthwork includes the placement of fill for the District-funded roads, which would be approximately 25% of the earthwork contract amount.

# EXHIBIT B

## TREVESTA - PHASE IIB

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 1 of 8 SHEETS

### COMMUNITY RECORDINGS

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TREVESTA (THE "DECLARATION") WAS RECORDED IN OFFICIAL RECORDS BOOK 2643, PAGE 1357, AND AMENDMENTS ENDED THEREOF IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

### RESTRICTION OF EASEMENTS

THERE ARE HEREBY EXPRESSLY RESERVED, NON-EXCLUSIVE EASEMENTS OF TEN (10) FEET IN WIDTH, ALONG ALL FRONT AND FIVE (5) FEET IN WIDTH ALONG ALL SIDE AND REAR LOT LINES. THE EXPRESS PURPOSE OF THIS EASEMENT IS FOR ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES. SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES. WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS AND THE INTERVENING LOT LINE EASEMENT SHALL NOT EXIST.

THERE ARE HEREBY EXPRESSLY RESERVED FOR PEACE RIVER ELECTRIC COOPERATIVE, INC. AND SERVICE PROVIDERS, SUCH AS COMMUNICATIONS, ELECTRIC AND NATURAL GAS, AND THEIR SUCCESSORS AND/OR ASSIGNS, TEN (10) FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENTS LYING PARALLEL AND CONTIGUOUS WITH THE OUTSIDE PERIMETERS OF THE PUBLIC AND PRIVATE RIGHT OF WAYS, FOR THE EXPRESS PURPOSES OF CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF UNDERGROUND UTILITY FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES.

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

### CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT:

STATE OF FLORIDA } ss  
COUNTY OF MANATEE }

I, ANGELINA COLONNISO, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_ PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CLERK OF THE CIRCUIT COURT  
MANATEE COUNTY, FLORIDA

### CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSION:

STATE OF FLORIDA } ss  
COUNTY OF MANATEE }

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

ANGELINA COLONNISO  
CLERK OF THE CIRCUIT COURT

### CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS BEING SUBDIVIDED, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES, AND THE PLATTING REQUIREMENTS OF MANATEE COUNTY'S LAND DEVELOPMENT CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE INSTALLED ON AS SHOWN HEREON, AND THAT THE "P.C.P.'S" (PERMANENT CONTROL POINTS) AS SHOWN HEREON, AND ALL OTHER MONUMENTATION AND LOT CORNERS, POINTS OF INTERSECTION AND BEARINGS OF DIRECTION OF LINES WITHIN THE SUBDIVISION AS REQUIRED BY SAID CHAPTER 177 OF THE FLORIDA STATUTES WILL BE CERTIFIED BY AN OFFICIAL AFFIDAVIT WITHIN ONE (1) YEAR OF RECORDING, OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

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

DAVID ALAN WILLIAMS, JR.  
PROFESSIONAL LAND SURVEYOR NO. L58423

DATE: \_\_\_\_\_

### CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR

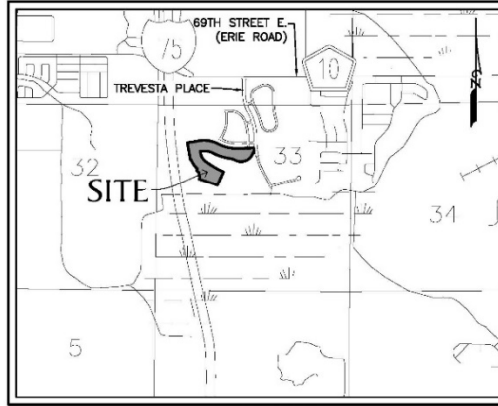
STATE OF FLORIDA } ss  
COUNTY OF MANATEE }

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES AND THE PLATTING REQUIREMENTS OF MANATEE COUNTY'S LAND DEVELOPMENT CODE. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

TODD E. BOYLE  
REGISTERED SURVEYOR AND MAPPER  
LICENSE NUMBER 6047  
MANATEE COUNTY SURVEYOR

### NOTES:

- 1) CONTAINING 21.982 ACRES, MORE OR LESS.
- 2) THIS PARCEL DESCRIBED HEREON IS LOCATED IN FLOOD ZONES "X", "A" AND "AE" PER FLOOD INSURANCE RATE MAP NUMBERS 12081C0159E AND 12081C0167E, EFFECTIVE DATE MARCH 17, 2014. COMMUNITY NUMBER 120153.
- 3) ALL LINES THAT INTERSECT A CURVE THAT ARE NOT LABELED NON-RADIAL (NR) ARE RADIAL.
- 4) ALL UTILITY LINES WILL BE INSTALLED UNDERGROUND UNLESS NOTED OTHERWISE ON THE CONSTRUCTION PLANS.
- 5) NORTHING AND EASTING COORDINATES (INDICATED IN FEET) AS SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR THE WEST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983 (NAD 83 - 1989 ADJUSTMENT) AS ESTABLISHED FROM NATIONAL GEODETIC SURVEY (NGS) HORIZONTAL CONTROL MONUMENTS DESIGNATED "015 020" (PID AG9114), SCALE FACTOR 0.99997103 AND "015117" (PID AG8529), SCALE FACTOR 0.99997493.
- 6) THE CONSERVATION AREA TRACT SHOWN HEREON WILL BE MONUMENTED WITHIN THE STATUTORY TIME LIMIT PER CHAPTER 177 OF THE FLORIDA STATUTE.
- 7) NON-VEHICULAR INGRESS AND EGRESS IS PROHIBITED WITHIN ANY AREAS DESIGNATES ON THIS PLAT AS NON-ACCESSION-EGRESS, AS SET FORTH IN THE DECLARATION.
- 8) TWO BENCHMARKS WILL BE SET WITHIN THIS PLAT, AS SHOWN ON SHEET 3 OF THIS PLAT. THE ORIGINATING BENCHMARK IS A NATIONAL GEODETIC SURVEY MONUMENT WITH SURVEY DISK 175 84 A46 RM 1" (PID-AG8515), HAVING A REPORTED ELEVATION OF 49.27 IN FEET AND BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83). LOCATED AT THE INTERSECTION OF INTERSTATE ROUTE 75 AND THE ERIE ROAD OVERPASS. IT IS SET IN THE TOP OF THE NORTH CONCRETE WALKWAY, 18.7 FEET NORTHEAST OF THE CENTER OF THE ROAD AND 27.0 FEET SOUTHEAST OF THE NORTHWEST END OF THE NORTHEAST CONCRETE GUARDRAIL. VERTICAL CONVERSION: NORTH AMERICAN DATUM OF 1983 (NAD 1983) + 0.98" = NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) PER VERTCON SOFTWARE.
- 9) VISIBILITY TRIANGLES MUST BE MAINTAINED PER THE LAND DEVELOPMENT CODE OF MANATEE COUNTY, FLORIDA.
- 10) BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, HAVING A BEARING OF N.02°01'13"E. THE GRID BEARINGS AND COORDINATES AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA HORIZONTAL, DATUM OF 1983 (NAD 83-1989 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA, AS ESTABLISHED FROM A RTK GPS NETWORK.



LOCATION MAP  
NOT TO SCALE  
MANATEE COUNTY, FLORIDA

### CERTIFICATE OF OWNERSHIP AND DEDICATION

PURSUANT TO FLORIDA STATUTE 177.081, THE UNDERSIGNED, JAMES P. HARVEY, AS VICE PRESIDENT OF VK TREVESTA LLC, A LIMITED LIABILITY COMPANY LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA ("OWNER"), CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THIS PLAT ENTITLED TREVESTA - PHASE IIB TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO MANATEE COUNTY FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING:
  - A. ALL "PUBLIC RIGHT-OF-WAY" SHOWN ON THIS PLAT OF "TREVESTA - PHASE IIB", TOGETHER WITH A (10) FOOT WIDE PUBLIC UTILITY EASEMENT LYING PARALLEL AND CONTIGUOUS WITH THE OUTSIDE PERIMETERS OF SUCH "PUBLIC RIGHT-OF-WAY" FOR INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER AND WASTEWATER INFRASTRUCTURE FACILITIES AND METER MAINTENANCE, REPLACEMENT AND READING. SUCH "RIGHT-OF-WAY" IS SUBJECT TO AN EASEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF A PRIVATELY-OWNED UNDERGROUND IRRIGATION UTILITY MAIN, AND ASSOCIATED IRRIGATION UTILITY FACILITIES.
  - B. A PUBLIC UTILITY EASEMENT ACROSS TRACT A, TOGETHER WITH A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT LYING PARALLEL AND CONTIGUOUS WITH THE OUTSIDE PERIMETERS OF SUCH TRACT FOR INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER AND WASTEWATER INFRASTRUCTURE FACILITIES AND METER MAINTENANCE, REPLACEMENT AND READING.
  - C. A NON-EXCLUSIVE FLOWAGE EASEMENT OVER ALL PUBLIC FLOWAGE EASEMENTS SHOWN ON THIS PLAT.
  - D. A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT ACROSS TRACT "A" FOR EMERGENCY, LAW ENFORCEMENT AND MANATEE COUNTY MAINTENANCE PERSONNEL.
2. TO THE DISTRICT, ITS SUCCESSORS AND/OR ASSIGNS, THE FOLLOWING:
  - A. TRACT "B" FOR OPEN SPACE.
  - B. TRACT "W" FOR USE AS WETLANDS CONSERVATION, WETLAND BUFFERS, DRAINAGE AND DRAINAGE FACILITIES; 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 IIB.
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 IRRIGATION UTILITY FACILITIES.
4. OWNER DOES HEREBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS, ALL LANDS, EASEMENTS AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ABOVE TO MANATEE COUNTY OR THE DISTRICT.

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

### WITNESSES:

SIGNATURE \_\_\_\_\_ VK TREVESTA LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

PRINT NAME \_\_\_\_\_ BY: JAMES P. HARVEY, VICE PRESIDENT

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

### NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA } ss  
COUNTY OF MANATEE }

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGE BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY JAMES P. HARVEY, AS VICE PRESIDENT OF VK TREVESTA LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_ PRINT NAME \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_

### CERTIFICATE OF ACCEPTANCE:

STATE OF FLORIDA } ss  
COUNTY OF HILLSBOROUGH }

THE DEDICATIONS TO TREVESTA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES AND LOCATED IN MANATEE COUNTY, FLORIDA (THE "DISTRICT"), WERE ACCEPTED AT AN OPEN MEETING OF THE DISTRICT.

IN WITNESS WHEREOF, DISTRICT HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

### ATTEST:

By: \_\_\_\_\_  
ASSISTANT SECRETARY

TREVESTA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Manatee County, Florida

By: \_\_\_\_\_  
JAMES P. HARVEY, CHAIRMAN

### NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA } ss  
COUNTY OF MANATEE }

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGE BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY JAMES P. HARVEY, AS CHAIRMAN OF TREVESTA COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_

NOTICE:  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**GeoPoint**  
Surveying, Inc.  
213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Fax: (813) 248-2266  
www.geopointsurvey.com  
Licensed Business Number LB 7768

# TREVESTA - PHASE IIB

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 33, ALL LYING IN SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 2 of 8 SHEETS

## TRACT DESIGNATION TABLE

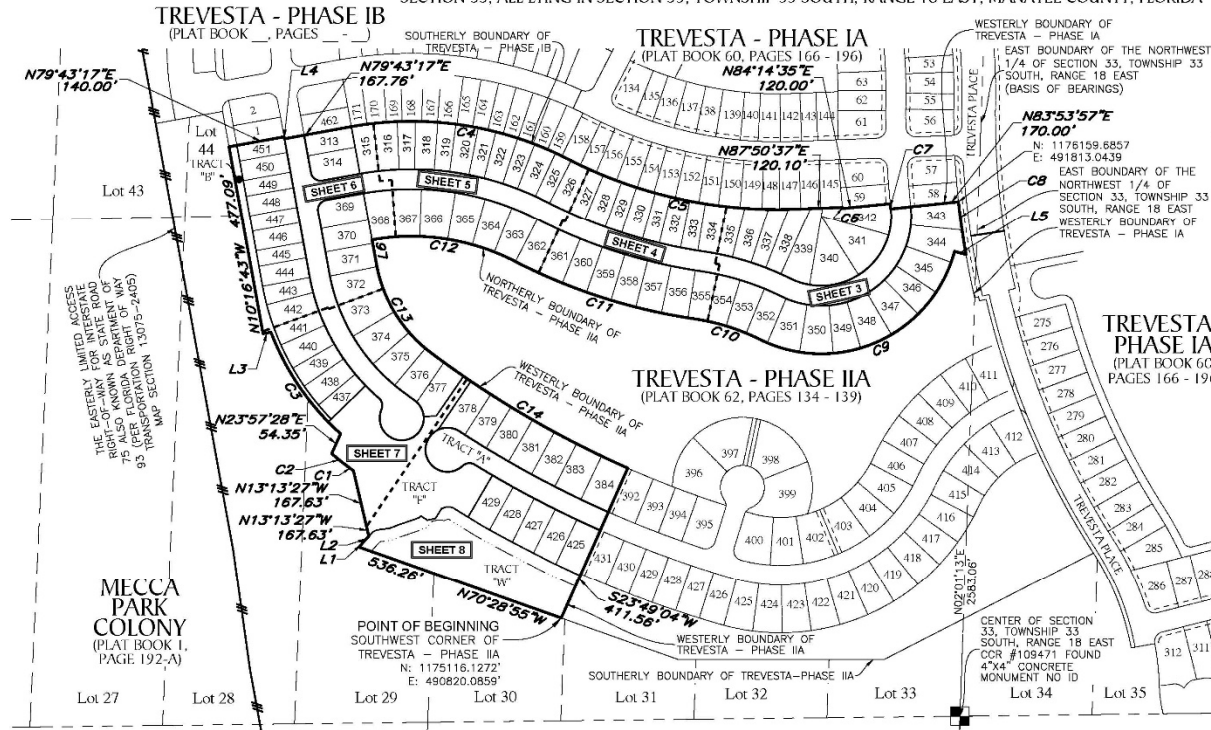
TRACT	DESIGNATION	LAND AREA
TRACT "A"	PRIVATE RIGHT OF WAY, PUBLIC UTILITY EASEMENT, AND PRIVATE DRAINAGE EASEMENT	28,888 SQFT
TRACT "B"	OPEN SPACE	12,784 SQFT
TRACT "C"	FUTURE DEVELOPMENT	73,049 SQFT
TRACT "W"	CONSERVATION AREA	67,970 SQFT

## LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N39°42'27"E	18.29'
L2	N43°07'34"E	18.40'
L3	S79°43'00"W	20.05'
L4	S10°16'43"E	5.00'
L5	N74°58'59"W	29.58'
L6	S10°16'43"E	62.75'

## CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	2862.00'	0°25'22"	21.12'	21.12'	N53°21'52"W
C2	707.00'	3°53'24"	48.00'	47.99'	N51°12'29"W
C3	655.00'	27°09'03"	310.39'	307.49'	N34°27'41"W
C4	855.00'	37°28'39"	559.26'	549.34'	S81°32'24"E
C5	1145.00'	29°21'19"	586.63'	580.24'	S77°28'44"E
C6	2352.00'	0°03'58"	2.71'	2.71'	S05°43'26"E
C7	2232.00'	0°20'38"	13.39'	13.39'	S05°55'44"E
C8	2062.00'	3°45'09"	135.05'	135.03'	S07°58'38"E
C9	345.00'	101°12'36"	609.42'	533.22'	S65°37'19"W
C10	565.00'	17°49'53"	175.84'	175.13'	N72°41'19"W
C11	1435.00'	18°48'11"	470.93'	468.82'	N72°12'10"W
C12	565.00'	37°15'03"	367.33'	360.90'	N81°25'36"W
C13	355.00'	42°52'28"	265.65'	259.49'	S31°42'57"E
C14	2510.00'	13°01'45"	570.78'	569.55'	S59°40'04"E



## DESCRIPTION:

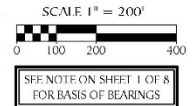
A portion of MECCA PARK COLONY, according to the plat thereof, as recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of the Southwest 1/4 of Section 33, all lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and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

**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 Manatee County, Florida, run thence along the Westerly extension of the Southerly boundary of said TREVESTA - PHASE IIA, N70°28'55"W, a distance of 536.26 feet; thence N39°42'27"E, a distance of 18.29 feet; thence N43°07'34"E, a distance of 18.40 feet; thence N13°13'27"W, a distance of 167.63 feet; thence Northwesterly, 21.12 feet along the arc of a non-tangent curve to the right having a radius of 2862.00 feet and a central angle of 0°25'22" (chord bearing N53°21'52"W, 21.12 feet); thence Northwesterly, 48.00 feet along the arc of a compound curve to the right having a radius of 707.00 feet and a central angle of 0°03'58" (chord bearing N51°12'29"W, 47.99 feet); thence Northwesterly, 310.39 feet along the arc of a non-tangent curve to the right having a radius of 655.00 feet and a central angle of 27°09'03" (chord bearing N34°27'41"W, 307.49 feet); thence S79°43'00"W, a distance of 20.05 feet; thence N10°16'43"W, a distance of 477.09 feet to a point on the Southerly boundary of TREVESTA - PHASE IB, according to the plat thereof, as recorded in Plat Book 64, Pages 18 through 27, inclusive, of the Public Records of Manatee County, Florida; thence along said Southerly boundary the following three (3) courses: 1) N79°43'17"E, a distance of 140.00 feet; 2) S10°16'43"E, a distance of 5.00 feet; 3) N79°43'17"E, a distance of 167.76 feet; thence Easterly along said Southerly boundary and the Easterly extension thereof, 559.26 feet along the arc of a tangent curve to the right having a radius of 855.00 feet and a central angle of 37°28'39" (chord bearing S81°32'24"E, 549.34 feet) to a point of reverse curvature on the Southerly boundary of LOT 158, TREVESTA - PHASE IA, according to the plat thereof, as recorded in Plat Book 60, Pages 166 through 196, inclusive, of the Public Records of Manatee County, Florida, said point also being on the Westerly boundary of said TREVESTA - PHASE IA; thence along said Westerly boundary the following seven (7) courses: 1) Easterly, 586.63 feet along the arc of a reverse curve to the left having a radius of 1145.00 feet and a central angle of 29°21'19" (chord bearing S77°28'44"E, 580.24 feet); 2) Northwesterly, 609.42 feet along the arc of a non-tangent curve to the left having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing S65°37'19"W, 533.22 feet); 3) Westerly, 175.84 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing N72°41'19"W, 175.13 feet); 4) Westerly, 470.93 feet along the arc of a reverse curve to the right having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing N81°25'36"W, 360.90 feet); 5) Westerly, 367.33 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing N81°25'36"W, 360.90 feet); 6) S10°16'43"E, a distance of 62.75 feet; 7) Southeasterly, 265.65 feet along the arc of a tangent curve to the left having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing S31°42'57"E, 259.49 feet); 8) Southeasterly, 570.78 feet along the arc of a compound curve to the left having a radius of 2510.00 feet and a central angle of 13°01'45" (chord bearing S59°40'04"E, 569.55 feet); 9) S23°49'04"W, a distance of 411.56 feet to the **POINT OF BEGINNING**.

BENCHMARK #1  
SET NAIL & DISK STAMPED LB7788  
BM1 ON DRAINAGE STRUCTURE  
ELEVATION = XX.XX' (NAVD 88)

BENCHMARK #2  
SET NAIL & DISK STAMPED LB7788  
BM2 ON DRAINAGE STRUCTURE  
ELEVATION = XX.XX' (NAVD 88)

LEGEND:  
FDOT ----- FLORIDA DEPARTMENT OF TRANSPORTATION  
CCR ----- CERTIFIED CORNER RECORD  
LB ----- LICENSED BUSINESS  
(NAVD 88) ----- NORTH AMERICAN VERTICAL DATUM OF 1988  
BM ----- BENCHMARK (ELEVATION REFERENCE)  
▲ ----- BENCHMARK LOCATION  
ORI ----- OFFICIAL RECORD INSTRUMENT



## KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING.

**GeoPoint**  
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Licensed Business Number LB 7768



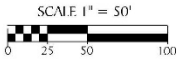
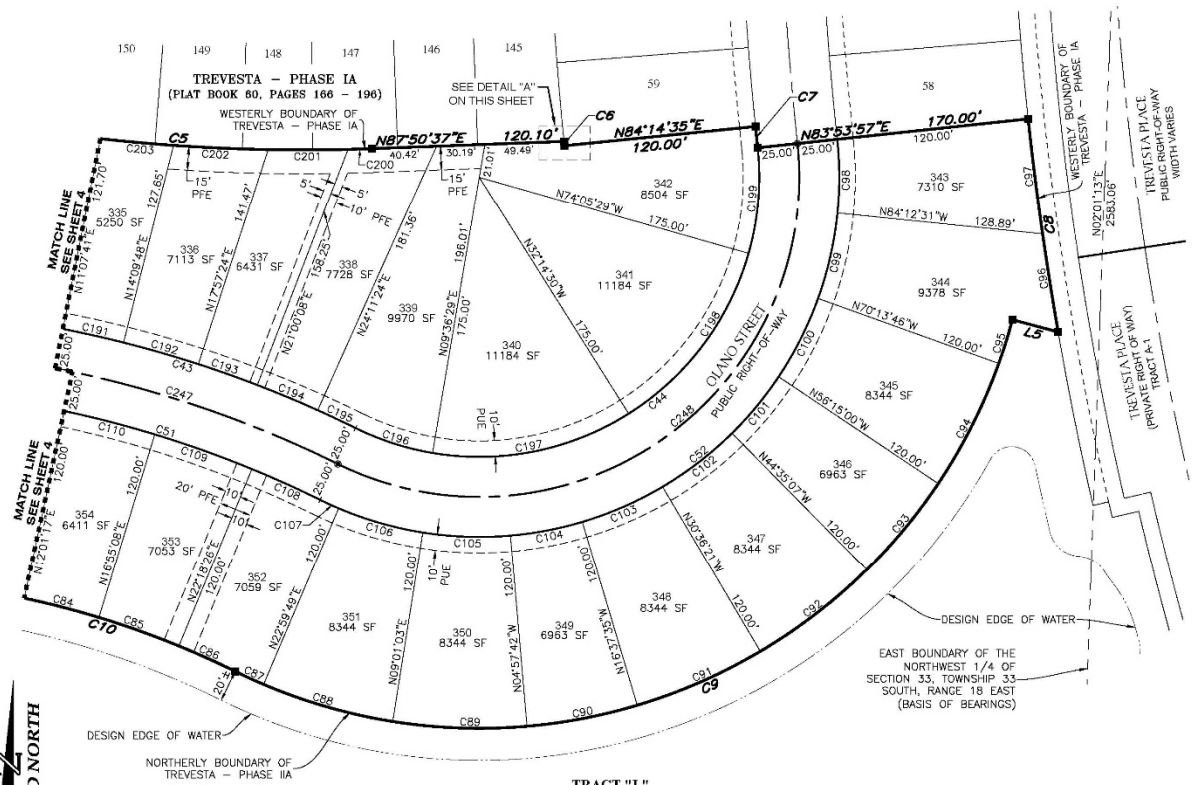
# TREVESTA - PHASE IIB

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 33, ALL LYING IN SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 3 of 8 SHEETS

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C5	1145.00'	29°21'19"	586.63'	580.24'	S77°28'44"E
C6	2352.00'	0°03'58"	2.71'	2.71'	S05°43'26"E
C7	2232.00'	0°20'38"	13.39'	13.39'	S05°55'44"E
C8	2062.00'	3°45'09"	135.05'	135.03'	S07°58'38"E
C9	345.00'	101°12'36"	609.42'	533.22'	S65°37'19"W
C10	565.00'	17°49'53"	175.84'	175.13'	N72°41'19"W
C43	735.00'	17°49'53"	228.75'	227.82'	S72°41'19"E
C44	175.00'	122°19'40"	373.63'	306.60'	N55°03'47"E
C51	685.00'	17°49'53"	213.18'	212.32'	S72°41'19"E
C52	225.00'	122°19'40"	480.38'	394.20'	N55°03'47"E
C84	565.00'	4°53'51"	48.29'	48.28'	N75°31'47"W
C85	565.00'	5°23'17"	53.13'	53.11'	N70°23'13"W
C86	565.00'	3°55'12"	38.65'	38.65'	N65°43'58"W
C87	345.00'	3°13'48"	19.45'	19.45'	S65°23'17"E
C88	345.00'	1°35'46"	84.18'	83.97'	S73°59'34"E
C89	345.00'	1°35'46"	84.18'	83.97'	S87°58'19"E
C90	345.00'	1°13'59'53"	70.24'	70.12'	N79°12'21"E
C91	345.00'	1°35'46"	84.18'	83.97'	N66°23'02"E
C92	345.00'	1°35'46"	84.18'	83.97'	N52°24'16"E
C93	345.00'	1°13'59'53"	70.24'	70.12'	N39°34'57"E
C94	345.00'	1°35'46"	84.18'	83.97'	N26°45'37"E
C95	345.00'	4°45'13"	28.62'	28.62'	N17°23'38"E
C96	2062.00'	1°43'33"	62.11'	62.11'	S08°59'26"E
C97	2062.00'	2°01'36"	72.94'	72.94'	S07°08'51"E
C98	225.00'	11°53'32"	46.70'	46.62'	N00°09'17"W
C99	225.00'	1°35'46"	54.90'	54.76'	N12°46'52"E
C100	225.00'	1°35'46"	54.90'	54.76'	N26°45'37"E
C101	225.00'	1°13'59'53"	45.81'	45.73'	N39°34'57"E
C102	225.00'	1°35'46"	54.90'	54.76'	N52°24'16"E
C103	225.00'	1°35'46"	54.90'	54.76'	N66°23'02"E
C104	225.00'	1°13'59'53"	45.81'	45.73'	N79°12'21"E
C105	225.00'	1°35'46"	54.90'	54.76'	S87°58'19"E
C106	225.00'	1°35'46"	54.90'	54.76'	S73°59'34"E
C107	225.00'	3°13'48"	12.68'	12.68'	S65°23'17"E
C108	685.00'	3°55'12"	46.86'	46.86'	N65°43'58"W
C109	685.00'	5°23'17"	64.42'	64.39'	N70°23'13"W
C110	685.00'	4°53'51"	58.55'	58.53'	N75°31'47"W
C191	735.00'	3°02'06"	38.93'	38.93'	N77°21'15"W
C192	735.00'	3°47'36"	48.66'	48.66'	N73°50'24"W
C193	735.00'	3°02'44"	39.07'	39.06'	N70°31'14"W
C194	735.00'	3°11'16"	40.89'	40.89'	N67°24'14"W
C195	735.00'	2°02'14"	26.13'	26.13'	N64°47'29"W
C196	175.00'	16°37'09"	50.76'	50.58'	S72°04'57"E
C197	175.00'	41°50'59"	127.82'	125.00'	N78°40'59"E
C198	175.00'	41°50'59"	127.82'	125.00'	N36°50'01"E
C199	175.00'	22°00'34"	67.22'	66.81'	N04°54'14"E
C201	1145.00'	2°29'56"	49.94'	49.93'	N89°50'30"E
C202	1145.00'	2°57'45"	59.20'	59.19'	S87°25'40"E
C203	1145.00'	2°17'53"	45.92'	45.92'	S84°47'51"E
C247	710.00'	17°49'53"	220.96'	220.07'	S72°41'19"E
C248	200.00'	122°19'40"	427.00'	350.40'	N55°03'47"E



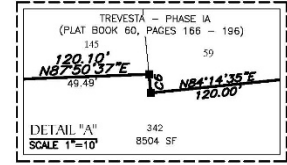
TYPICAL LOT LINE EASEMENT NOTE  
LOT LINE EASEMENTS, UNLESS OTHERWISE INDICATED, EASEMENTS OF TEN (10) FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

- LEGEND:
- Indicates (P.R.M.) Permanent Reference Monument - 4" x 4" Concrete Monument LB7768, unless otherwise noted.
  - Indicates (P.C.P.) Permanent Control Point LB7768
  - PD&E ----- Private Drainage & Access Easement
  - PFE ----- Public Flowage Easement
  - PUE ----- Public Utility Easement
  - ORI ----- Official Record Instrument

LINE DATA TABLE

NO.	BEARING	LENGTH
L5	N74°58'59"W	29.58'

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')



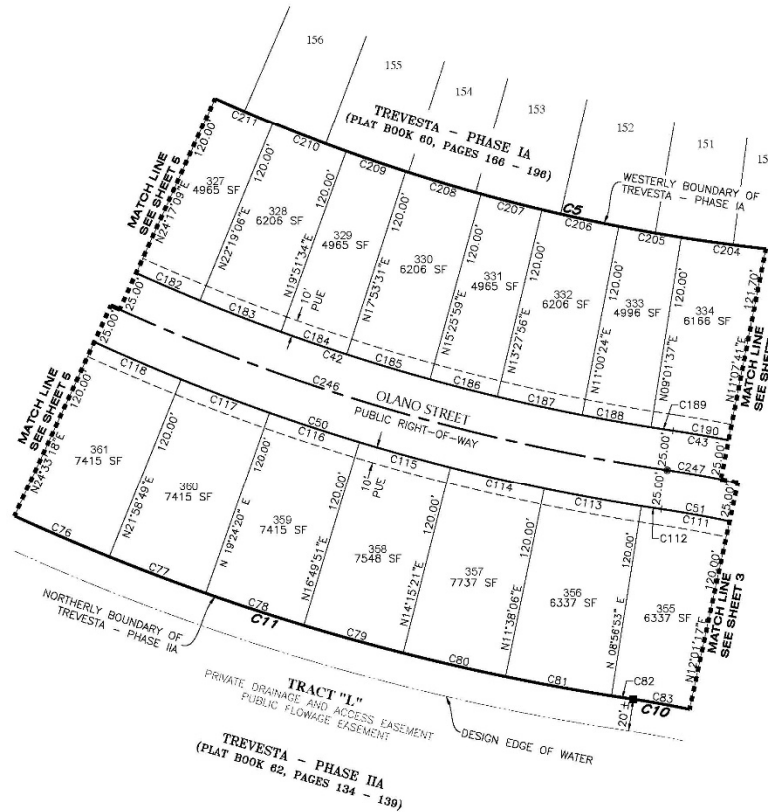
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BEING A REPLAT OF A PORTION OF MECCA PARK COLONY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192-A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; TOGETHER WITH A PORTION OF SECTION 33, ALL LYING IN SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 4 of 8 SHEETS

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C5	1145.00'	29°21'19"	586.63'	580.24'	S77°28'44"E
C10	565.00'	17°49'53"	175.84'	175.13'	N72°41'19"W
C11	1435.00'	18°48'11"	470.93'	468.82'	N72°12'10"W
C42	1265.00'	18°48'11"	415.14'	413.28'	S72°12'10"E
C43	735.00'	17°49'53"	228.75'	227.82'	S72°41'19"E
C50	1315.00'	18°48'11"	431.55'	429.62'	S72°12'10"E
C51	685.00'	17°49'53"	213.18'	212.32'	S72°41'19"E
C76	1435.00'	2°34'29"	64.49'	64.48'	S66°43'57"E
C77	1435.00'	2°34'29"	64.49'	64.48'	S69°18'26"E
C78	1435.00'	2°34'29"	64.49'	64.48'	S71°52'55"E
C79	1435.00'	2°34'29"	64.49'	64.48'	S74°27'24"E
C80	1435.00'	2°37'16"	65.65'	65.64'	S77°03'16"E
C81	1435.00'	2°41'13"	67.29'	67.29'	S79°42'31"E
C82	1435.00'	0°33'09"	13.84'	13.84'	S81°19'41"E
C83	565.00'	3°37'33"	35.76'	35.75'	N79°47'29"W
C111	685.00'	3°37'33"	43.35'	43.34'	N79°47'29"W
C112	1315.00'	0°33'09"	12.68'	12.68'	S81°19'41"E
C113	1315.00'	2°41'13"	61.67'	61.66'	S79°42'31"E
C114	1315.00'	2°37'16"	60.16'	60.15'	S77°03'16"E
C115	1315.00'	2°34'29"	59.09'	59.09'	S74°27'24"E
C116	1315.00'	2°34'29"	59.09'	59.09'	S71°52'55"E
C117	1315.00'	2°34'29"	59.09'	59.09'	S69°18'26"E
C118	1315.00'	2°34'29"	59.09'	59.09'	S66°43'57"E
C182	1265.00'	1°58'02"	43.43'	43.43'	S68°41'52"E
C183	1265.00'	2°27'33"	54.29'	54.29'	S68°54'40"E
C184	1265.00'	1°58'02"	43.43'	43.43'	S71°07'28"E
C185	1265.00'	2°27'33"	54.29'	54.29'	S73°20'15"E
C186	1265.00'	1°58'02"	43.43'	43.43'	S75°33'03"E
C187	1265.00'	2°27'33"	54.29'	54.29'	S77°45'50"E
C188	1265.00'	1°58'47"	43.71'	43.70'	S79°59'00"E
C189	1265.00'	0°37'53"	13.94'	13.94'	S81°17'19"E
C190	735.00'	2°43'57"	35.05'	35.05'	N80°14'17"W
C204	1145.00'	2°40'32"	53.47'	53.46'	S82°18'39"E
C205	1145.00'	1°58'47"	39.56'	39.56'	S79°59'00"E
C206	1145.00'	2°27'33"	49.14'	49.14'	S77°45'50"E
C207	1151.54'	1°57'22"	39.31'	39.31'	S75°33'03"E
C208	1145.00'	2°27'33"	49.14'	49.14'	S73°20'15"E
C209	1145.00'	1°58'02"	39.31'	39.31'	S71°07'28"E
C210	1145.00'	2°27'33"	49.14'	49.14'	S68°54'40"E
C211	1145.00'	1°58'02"	39.31'	39.31'	S68°41'52"E
C246	1290.00'	18°48'11"	423.35'	421.45'	S72°12'10"E
C247	710.00'	17°49'53"	220.96'	220.07'	S72°41'19"E



SCALE 1" = 50'  
0 25 50 100

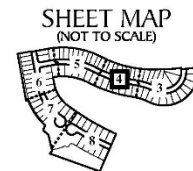
SEE NOTE ON SHEET 1 OF 8  
FOR BASIS OF BEARINGS

## LEGEND:

- ----- Indicates (P.R.M.) Permanent Reference Monument - 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ----- Indicates (P.C.P.) Permanent Control Point LB7768
- PD&E ----- Private Drainage & Access Easement
- PFE ----- Public Flowage Easement
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TYPICAL LOT LINE EASEMENT NOTE:  
LOT LINE EASEMENTS, UNLESS OTHERWISE INDICATED, EASEMENTS OF TEN (10) FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE. THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00" (IE: 7.5' = 7.50")



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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 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

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 5 of 8 SHEETS

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C5	1145.00'	29°21'19"	586.63'	580.24'	S77°28'44"E
C10	565.00'	17°49'53"	175.84'	175.13'	N72°41'19"W
C11	1435.00'	18°48'11"	470.93'	468.82'	N72°12'10"W
C42	1265.00'	18°48'11"	415.14'	413.28'	S72°12'10"E
C43	735.00'	17°49'53"	228.75'	227.82'	S72°41'19"E
C50	1315.00'	18°48'11"	431.55'	429.62'	S72°12'10"E
C51	685.00'	17°49'53"	213.18'	212.32'	S72°41'19"E
C76	1435.00'	2°34'29"	64.49'	64.48'	S66°43'57"E
C77	1435.00'	2°34'29"	64.49'	64.48'	S69°18'26"E
C78	1435.00'	2°34'29"	64.49'	64.48'	S71°52'55"E
C79	1435.00'	2°34'29"	64.49'	64.48'	S74°27'24"E
C80	1435.00'	2°37'16"	65.65'	65.64'	S77°03'16"E
C81	1435.00'	2°41'13"	67.29'	67.29'	S79°42'31"E
C82	1435.00'	0°33'09"	13.84'	13.84'	S81°19'41"E
C83	565.00'	3°37'33"	35.76'	35.75'	N79°47'29"W
C111	685.00'	3°37'33"	43.35'	43.34'	N79°47'29"W
C112	1315.00'	0°33'09"	12.68'	12.68'	S81°19'41"E
C113	1315.00'	2°41'13"	61.67'	61.66'	S79°42'31"E
C114	1315.00'	2°37'16"	60.16'	60.15'	S77°03'16"E
C115	1315.00'	2°34'29"	59.09'	59.09'	S74°27'24"E
C116	1315.00'	2°34'29"	59.09'	59.09'	S71°52'55"E
C117	1315.00'	2°34'29"	59.09'	59.09'	S69°18'26"E
C118	1315.00'	2°34'29"	59.09'	59.09'	S66°43'57"E
C182	1265.00'	1°58'02"	43.43'	43.43'	S66°41'52"E
C183	1265.00'	2°27'33"	54.29'	54.29'	S68°54'40"E
C184	1265.00'	1°58'02"	43.43'	43.43'	S71°07'28"E
C185	1265.00'	2°27'33"	54.29'	54.29'	S73°20'15"E
C186	1265.00'	1°58'02"	43.43'	43.43'	S75°33'03"E
C187	1265.00'	2°27'33"	54.29'	54.29'	S77°45'50"E
C188	1265.00'	1°58'47"	43.71'	43.70'	S79°59'00"E
C189	1265.00'	0°37'53"	13.94'	13.94'	S81°17'19"E
C190	735.00'	2°43'57"	35.05'	35.05'	N80°14'17"W
C204	1145.00'	2°40'32"	53.47'	53.46'	S82°18'39"E
C205	1145.00'	1°58'47"	39.56'	39.56'	S79°59'00"E
C206	1145.00'	2°27'33"	49.14'	49.14'	S77°45'50"E
C207	1151.54'	1°57'22"	39.31'	39.31'	S75°33'03"E
C208	1145.00'	2°27'33"	49.14'	49.14'	S73°20'15"E
C209	1145.00'	1°58'02"	39.31'	39.31'	S71°07'28"E
C210	1145.00'	2°27'33"	49.14'	49.14'	S68°54'40"E
C211	1145.00'	1°58'02"	39.31'	39.31'	S66°41'52"E
C246	1290.00'	18°48'11"	423.35'	421.45'	S72°12'10"E
C247	710.00'	17°49'53"	220.96'	220.07'	S72°41'19"E

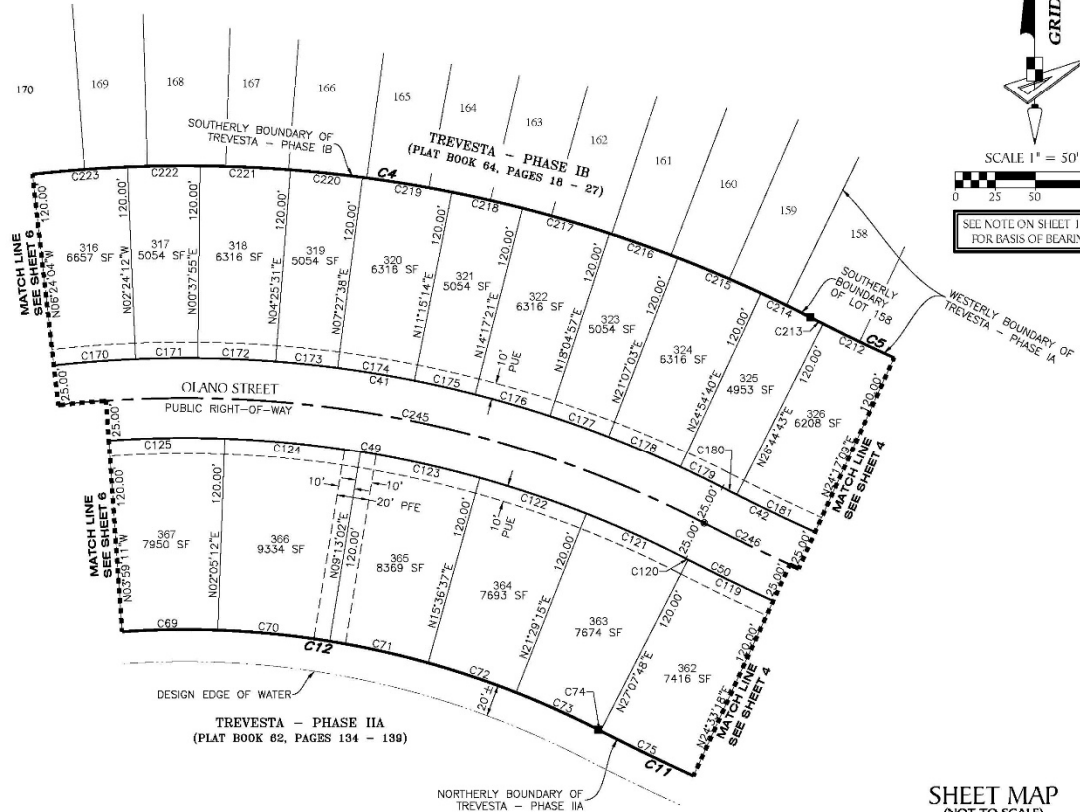
## LEGEND:

- ----- Indicates (P.R.M.) Permanent Reference Monument - 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ----- Indicates (P.C.P.) Permanent Control Point LB7768
- PD&E ----- Private Drainage & Access Easement
- PFE ----- Public Flowage Easement
- PUE ----- Public Utility Easement
- ORI ----- Official Record Instrument

## TYPICAL LOT LINE EASEMENT NOTE:

LOT LINE EASEMENTS, UNLESS OTHERWISE INDICATED, EASEMENTS OF TEN (10) FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00") (IE: 7.5' = 7.50")



SCALE 1" = 50'  
0 25 50 100

SEE NOTE ON SHEET 1 OF 8 FOR BASIS OF BEARINGS

SHEET MAP  
(NOT TO SCALE)



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# TREVESTA - PHASE IIB

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 33, ALL LYING IN SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

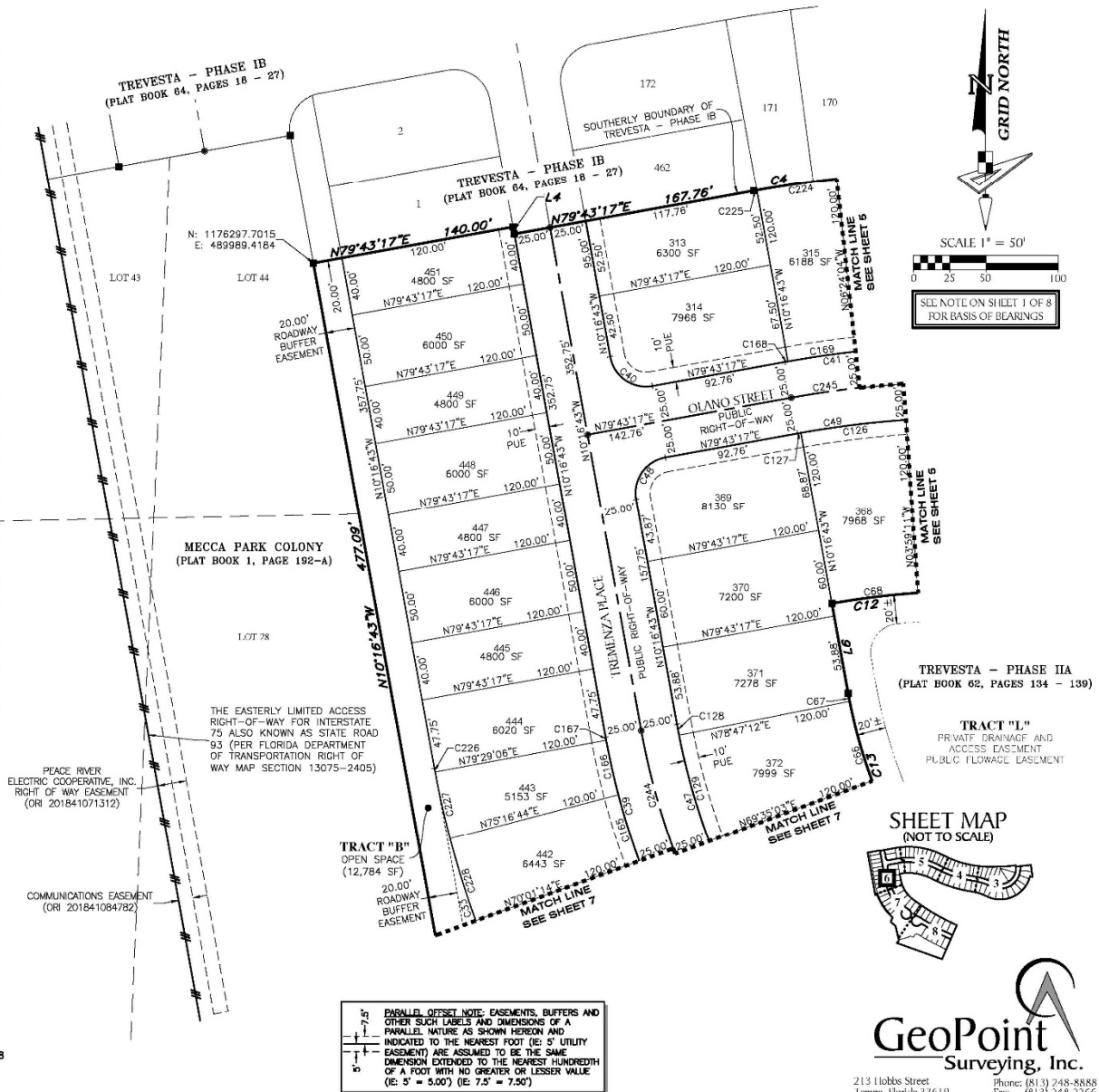
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 6 of 8 SHEETS

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C4	855.00'	37°28'39"	559.26'	549.34'	S81°32'24"E
C12	565.00'	37°15'03"	367.33'	360.90'	N81°25'36"W
C13	355.00'	42°52'28"	265.65'	259.49'	S31°42'57"E
C33	645.00'	33°53'18"	381.49'	375.96'	N27°13'22"W
C39	525.00'	38°50'10"	355.85'	349.08'	S29°41'48"E
C40	25.00'	90°00'00"	39.27'	35.36'	S55°16'43"E
C41	735.00'	37°28'39"	480.77'	472.24'	S81°32'24"E
C47	475.00'	42°52'28"	355.44'	347.21'	N31°42'57"W
C48	25.00'	90°00'00"	39.27'	35.36'	N34°43'17"E
C49	685.00'	37°28'39"	448.06'	440.12'	S81°32'24"E
C66	355.00'	9°12'09"	57.02'	56.96'	S15°48'53"E
C67	355.00'	0°56'05"	5.79'	5.79'	S10°44'46"E
C68	565.00'	6°03'56"	59.81'	59.78'	S82°58'51"W
C126	685.00'	6°06'19"	72.99'	72.96'	S82°57'39"W
C127	685.00'	0°11'13"	2.24'	2.24'	S79°48'53"W
C128	475.00'	0°56'05"	7.75'	7.75'	S10°44'46"E
C129	475.00'	9°12'09"	76.29'	76.21'	S15°48'53"E
C165	525.00'	5°15'30"	48.18'	48.17'	S17°21'01"E
C166	525.00'	4°12'22"	38.54'	38.53'	S12°37'05"E
C167	525.00'	0°14'11"	2.17'	2.17'	S10°23'49"E
C168	735.00'	0°10'27"	2.24'	2.24'	S79°48'31"W
C169	735.00'	3°42'12"	47.51'	47.50'	S81°44'50"W
C224	855.00'	3°43'40"	55.63'	55.62'	S81°44'06"W
C225	855.00'	0°08'59"	2.24'	2.24'	S79°47'47"W
C226	645.00'	0°14'11"	2.66'	2.66'	S10°23'49"E
C227	645.01'	4°12'22"	47.35'	47.34'	S12°37'05"E
C228	645.00'	5°15'30"	59.20'	59.17'	S17°21'01"E
C244	500.00'	42°52'28"	374.15'	365.48'	N31°42'57"W
C245	710.00'	37°28'39"	464.41'	456.18'	S81°32'24"E

NO.	BEARING	LENGTH
L4	S10°16'43"E	5.00'
L6	S10°16'43"E	62.75'

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PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 7 of 8 SHEETS

CURVE DATA TABLE

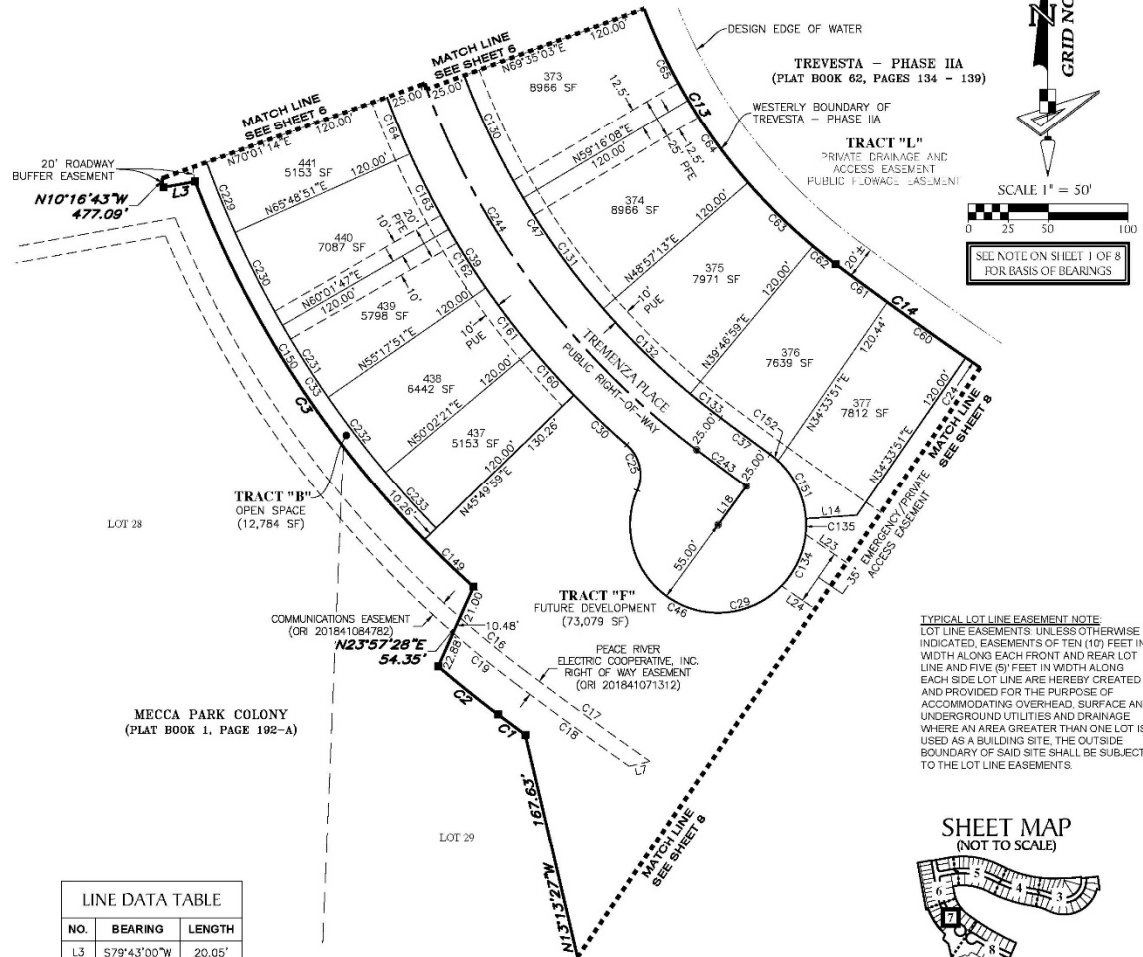
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	2862.00'	0°25'22"	21.12'	21.12'	N53°21'52"W
C2	707.00'	3°53'24"	48.00'	47.99'	N51°12'29"W
C3	655.00'	2°09'03"	310.39'	307.49'	N34°27'41"W
C13	355.00'	42°52'28"	265.65'	259.49'	S31°42'57"E
C14	2510.00'	1°01'45"	570.78'	569.55'	S59°40'04"E
C16	675.00'	4°31'14"	53.26'	53.24'	S50°50'53"E
C17	2830.00'	1°56'17"	95.72'	95.72'	S54°04'39"E
C18	2840.00'	1°45'27"	87.12'	87.12'	N53°59'14"W
C19	685.00'	4°15'28"	50.90'	50.89'	S50°58'46"E
C24	2510.00'	0°30'04"	21.95'	21.95'	N56°41'11"W
C25	25.00'	72°17'00"	31.54'	29.49'	N12°58'23"W
C29	55.00'	25°09'14"	246.85'	85.99'	N74°35'30"E
C30	525.00'	4°56'52"	45.34'	45.32'	S46°38'27"E
C33	645.00'	3°53'18"	381.49'	375.96'	N27°13'22"W
C37	2630.00'	0°49'56"	38.20'	38.20'	N53°34'09"W
C39	525.00'	38°50'10"	355.85'	349.08'	S29°41'48"E
C46	55.00'	159°13'10"	152.84'	108.20'	S56°26'28"E
C47	475.00'	42°52'28"	355.44'	347.21'	N31°42'57"W
C60	2510.00'	1°22'11"	60.01'	60.00'	S54°45'03"E
C61	2510.00'	0°54'47"	40.00'	40.00'	S53°36'35"E
C62	355.00'	2°56'10"	18.19'	18.19'	S51°41'06"E
C63	355.00'	9°10'14"	56.82'	56.76'	S45°37'54"E
C64	355.00'	10°18'55"	63.91'	63.83'	S36°53'20"E
C65	355.00'	10°18'55"	63.91'	63.83'	S25°34'25"E
C130	475.00'	10°18'55"	85.52'	85.40'	S25°34'25"E
C131	475.00'	10°18'55"	85.52'	85.40'	S30°53'20"E
C134	55.00'	37°37'46"	36.12'	35.48'	N25°08'04"E
C135	55.00'	10°17'40"	9.88'	9.87'	N01°10'21"E
C149	655.00'	3°43'30"	42.59'	42.58'	N46°10'28"W
C150	655.00'	2°25'33"	267.80'	265.94'	N32°35'56"W
C151	55.00'	43°07'52"	41.40'	40.43'	N25°32'25"W
C152	55.00'	6°52'46"	6.60'	6.60'	N50°32'44"W
C160	525.00'	4°12'22"	38.54'	38.53'	S42°03'50"E
C161	525.00'	5°15'30"	48.18'	48.16'	S37°19'54"E
C162	525.00'	4°43'56"	43.36'	43.35'	S32°20'11"E
C163	525.00'	5°47'05"	53.00'	52.98'	S27°04'41"E
C164	525.00'	4°12'22"	38.54'	38.53'	S22°04'57"E
C229	645.00'	4°12'22"	47.35'	47.34'	S22°04'57"E
C230	645.00'	5°47'05"	65.12'	65.09'	S27°04'41"E
C231	645.00'	4°43'56"	53.27'	53.26'	S32°20'11"E
C232	645.00'	5°15'30"	59.19'	59.17'	S37°19'54"E
C233	645.00'	4°12'22"	47.35'	47.34'	S42°03'50"E
C243	2655.00'	0°49'56"	38.56'	38.56'	N53°34'09"W
C244	500.00'	42°52'28"	374.15'	365.48'	N31°42'57"W

## LEGEND:

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- ORI ----- Official Record Instrument

LINE DATA TABLE

NO.	BEARING	LENGTH
L3	S79°43'00"W	20.05'
L7	S76°47'22"W	13.40'
L14	S86°01'31"W	31.90'
L23	S55°28'08"E	42.09'
L24	S55°28'08"E	30.51'



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SHEET MAP  
(NOT TO SCALE)



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# TREVESTA - PHASE IIB

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 8 of 8 SHEETS

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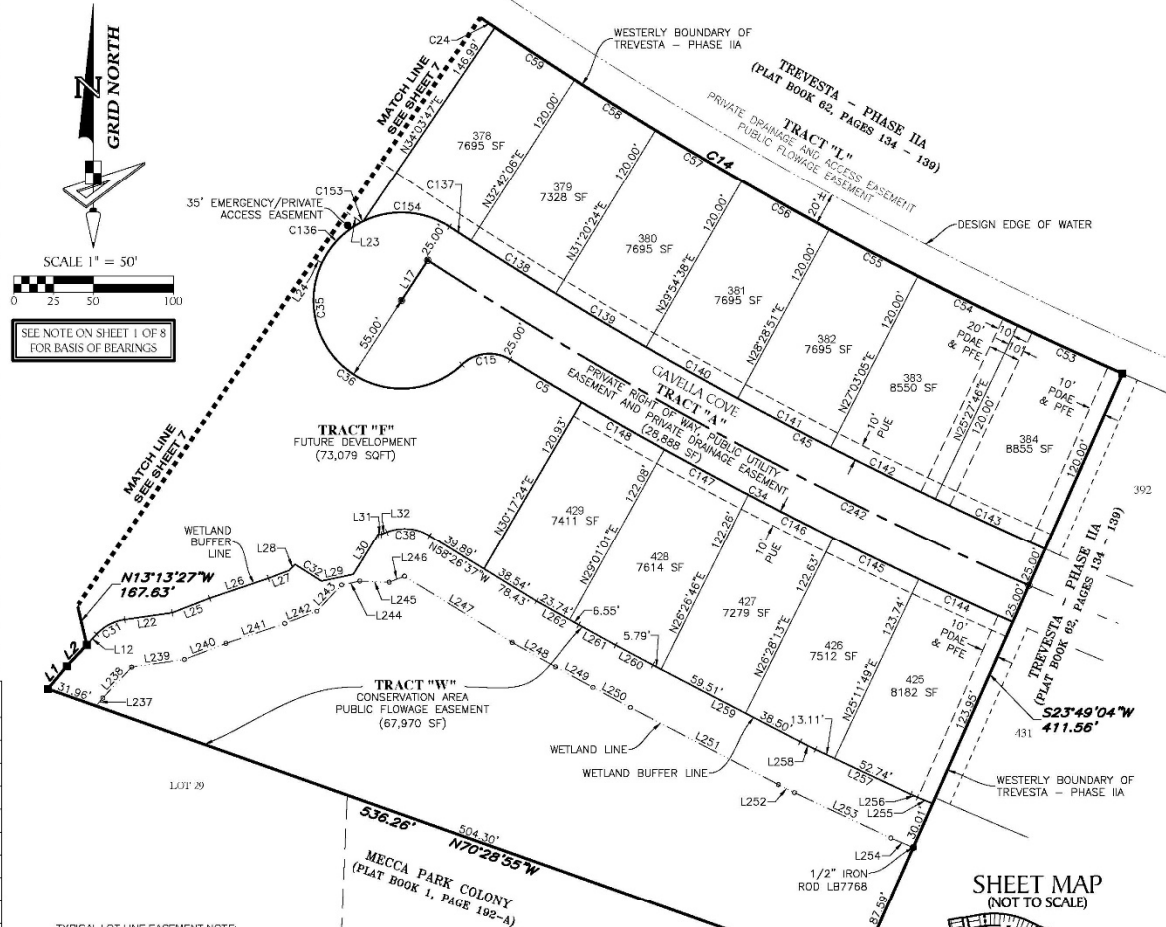
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C5	2680.00'	1°06'39"	51.95'	51.95'	S59°09'16"E
C14	2510.00'	13°01'45"	570.78'	569.55'	S59°40'04"E
C15	25.00'	74°42'02"	32.59'	30.33'	S84°03'02"W
C24	2510.00'	0°30'04"	21.95'	21.95'	N55°41'11"W
C31	30.00'	38°41'57"	20.26'	19.88'	S62°28'33"W
C32	2860.00'	0°23'32"	19.57'	19.57'	S57°50'06"E
C34	2680.00'	7°34'59"	354.70'	354.44'	S62°23'27"E
C35	55.00'	256°20'51"	246.08'	86.48'	S05°07'34"E
C36	55.00'	158°24'47"	152.07'	108.05'	S54°05'36"E
C38	30.00'	53°08'03"	27.82'	26.83'	N85°00'39"W
C45	2630.00'	9°13'48"	423.68'	423.22'	S61°34'02"E
C53	2510.00'	1°38'43"	72.07'	72.07'	S65°21'35"E
C54	2510.00'	1°35'18"	69.59'	69.58'	S63°44'35"E
C55	2510.00'	1°25'47"	62.63'	62.63'	S62°14'02"E
C56	2510.00'	1°25'47"	62.63'	62.63'	S60°48'16"E
C57	2510.00'	1°25'47"	62.63'	62.63'	S59°22'29"E
C58	2510.00'	1°21'41"	59.64'	59.64'	S57°58'45"E
C59	2510.00'	1°21'41"	59.64'	59.64'	S56°37'04"E
C136	55.00'	37°37'46"	36.12'	35.48'	S43°55'40"W
C137	2630.00'	0°20'46"	15.89'	15.89'	S57°07'31"E
C141	2630.00'	1°25'47"	65.62'	65.62'	S62°14'02"E
C142	2630.00'	1°35'18"	72.91'	72.91'	S63°44'35"E
C143	2630.00'	1°38'43"	75.52'	75.51'	S65°21'35"E
C144	2680.00'	1°22'46"	64.52'	64.52'	S65°29'34"E
C145	2680.00'	1°16'24"	59.56'	59.56'	S64°09'59"E
C146	2680.00'	1°16'24"	59.56'	59.56'	S62°53'35"E
C147	2680.00'	1°16'24"	59.56'	59.56'	S61°37'11"E
C148	2680.00'	1°16'24"	59.56'	59.56'	S60°20'48"E
C153	55.00'	1°25'16"	1.36'	1.36'	S63°27'12"W
C154	55.00'	58°53'02"	56.52'	54.07'	N86°23'39"W
C242	2655.00'	9°13'48"	427.70'	427.24'	N61°34'02"W

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N39°42'27"E	18.29'
L2	N43°07'34"E	18.40'
L12	S43°07'34"W	9.01'
L17	N33°02'52"E	30.00'
L22	S61°49'31"W	29.91'
L23	S55°28'08"E	42.09'
L24	S55°28'08"E	30.51'
L25	S68°46'59"W	25.05'
L26	S71°18'24"W	38.84'
L27	S69°03'26"W	14.07'
L29	N78°03'41"E	20.27'
L31	S87°49'59"E	1.71'
L32	N68°25'20"E	3.90'
L237	N39°42'27"E	6.37'
L238	N43°07'34"E	26.51'
L239	N81°49'31"E	33.34'
L240	N68°46'59"E	27.82'
L241	N71°18'24"E	38.77'
L242	N69°03'26"E	21.51'
L243	N43°19'47"E	22.53'

LINE DATA TABLE

NO.	BEARING	LENGTH
L244	N78°03'41"E	11.63'
L245	S87°49'59"E	18.46'
L246	N68°25'20"E	10.20'
L247	S58°26'37"E	79.01'
L248	S60°39'11"E	31.02'
L249	S61°14'30"E	26.67'
L250	S61°47'10"E	26.67'
L251	S62°32'26"E	104.18'
L252	S63°14'37"E	11.29'
L253	S64°49'01"E	66.50'
L254	S67°01'02"E	15.25'
L255	N67°42'19"W	10.27'
L256	N65°42'33"W	4.50'
L257	N64°49'01"W	65.85'
L258	N63°14'37"W	10.70'
L259	N62°32'26"W	103.80'
L260	N61°47'10"W	26.33'
L261	N61°14'30"W	26.37'
L262	N60°39'11"W	30.29'



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SHEET MAP (NOT TO SCALE)



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# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

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

December 26, 2019

**REGIONS BANK**

Trevesta Special Assessment Bonds, Series 2018

Attention: Janet Ricardo

10245 Centurion Road

Jacksonville, FL 32256

RE: Special Assessment Bonds, Series 2018  
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's S2018 Construction Account.

**PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA WIRE TRANSFER**

REQUISITION NO.	PAYEE	AMOUNT
CR 12	VK Trevesta, LLC	\$548,730.90 or Balance on Account

If you have any questions regarding this request, please do not hesitate to call me at (239) 936-0913. Thank you for your prompt attention to this matter.

Very truly yours,  
TREVESTA  
COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon  
District Manager

## 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: **CR 12**
- (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: **\$548,730.90**
- (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
<b>Amounts Owed to Developer</b>		
December 23, 2019	Trevesta Phase IIIA Utilities	\$548,730.90
	<b>NET TOTAL TO PAY:</b>	

- (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

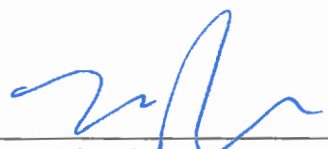
By: 

Responsible Officer

Date: 12-23-19

#### 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

**ACKNOWLEDGMENT AND RELEASE**  
**[TREVESTA PHASE IIIA IMPROVEMENTS]**

THIS RELEASE is made to be effective as of the 23<sup>rd</sup> day of December, 2019, 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 dated January 9<sup>th</sup> 2019 ("Contract"), 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. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, 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. Except as set forth herein, 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, certain amounts are still owed to Contractor (specifically, \$ 525,740.10 in balance owed and retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

E.T. MACKENZIE OF FLORIDA, INC.

By: [Signature]  
Its: General manager

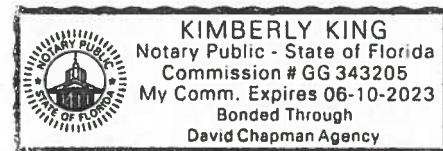
STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of December, 2019, by Scott Huber as General Manager of ET Mackenzie of FL, Inc. who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Kimberly D. King  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Kimberly G. King  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)



**EXHIBIT A: Description of Improvements**

**Contractor: E.T. Mackenzie Company of Florida, Inc.**

**Pay Application #16, Dated October 31, 2019**

All potable water and wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon that portion of Tract A within Trevesta – Phase IIIA, as identified in the Trevesta – Phase IIIA subdivision plat, recorded in Plat Book 67, Pages 1 – 21, of the Official Records of Manatee County, Florida.

<b>Description</b>	<b>Total Contract Amount</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>
<b>Phase IIIA Potable Water</b>	\$220,461.00	\$220,461.00	\$8,040.60	\$212,420.40
<b>Phase IIIA Wastewater</b>	\$854,010.00	\$854,010.00	\$540,690.30	\$313,319.70
<b>TOTAL:</b>	<b>\$1,074,471.00</b>	<b>\$1,074,471.00</b>	<b>\$548,730.90</b>	<b>\$525,740.10</b>

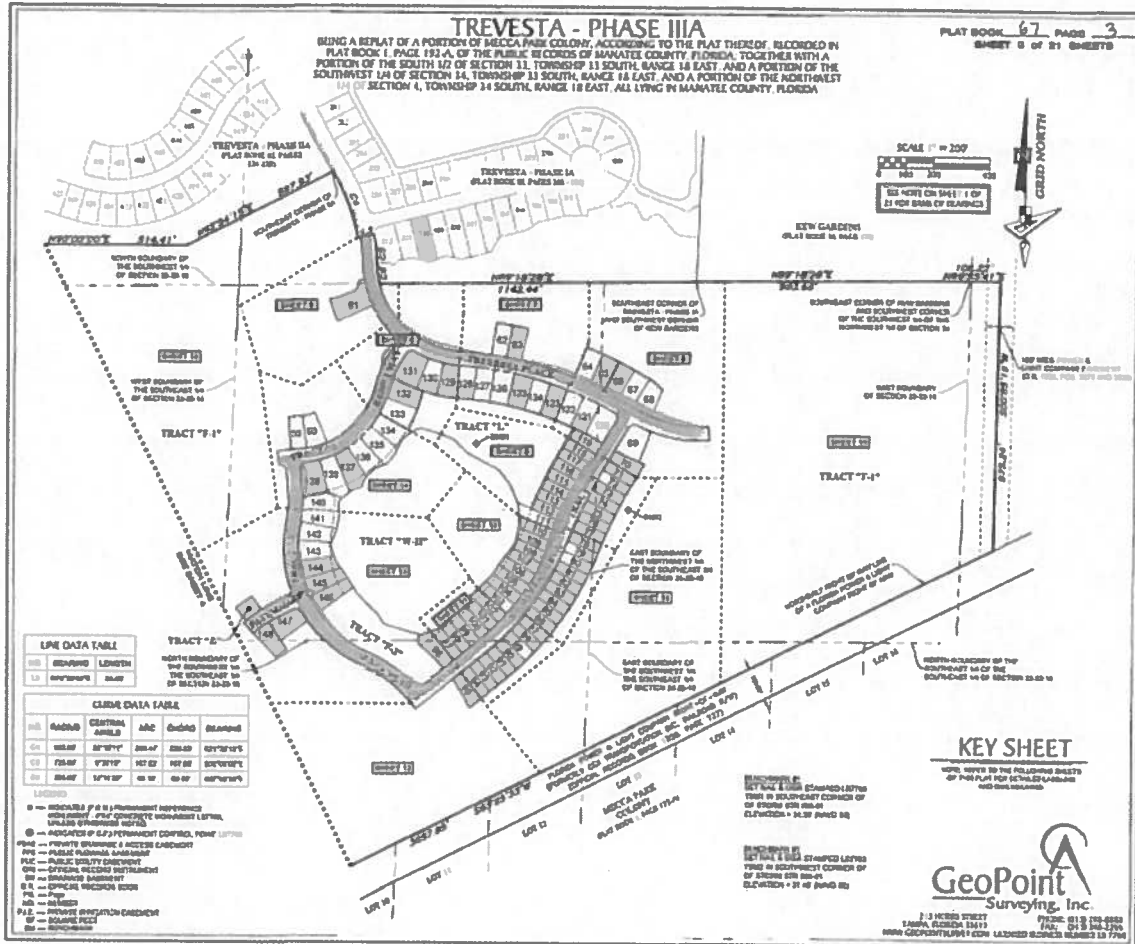
**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.



FLAT BOOK 67 PAGE 3  
SHEET 3 of 21 SHEETS

SCALE 1" = 200'

SEE NOTE ON SHEET 1 OF 21 FOR BRAND OF PLUMBING



## KEY SHEET

**GeoPoint**  
Surveying, Inc.

213 HICKORY STREET  
TAMPA, FLORIDA 33613  
PHONE: 813 762-6552  
FAX: 813 766-1700  
WWW.GEOPENTLANDING.COM LAYNE@GEOCENTRALINC.COM

\_\_\_\_\_, 2019

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 Trevesta Phase IIIA Improvements

Dear Ms. Blandon,

Pursuant to the *Second Amended and Restated Acquisition Agreement* dated December 19, 2018, by and between the Trevesta Community Development District ("**District**") and VK Trevesta LLC ("**Developer**"), among other applicable acquisition agreements related to future bond series ("**Acquisition Agreement**"), you are hereby notified that the Developer has completed and wishes to sell to the District ("**Sale**") certain water and wastewater utilities, roadways, stormwater and irrigation improvements ("**Improvements**") and "**Work Product**", as further identified in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement and to the extent that bond funds are available, the District agrees to pay and/or previously paid from bond proceeds the amount of **\$548,730.90** which represents the actual cost of constructing and/or creating the Improvements and Work Product.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Manatee County all of the District's rights, title and interest in the utility improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such Improvements to the extent required by Manatee County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and Work Product and/or in connection with the Improvements and Work Product.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

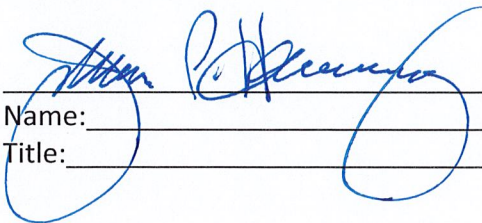
Agreed to by:

**TREVESTA COMMUNITY DEVELOPMENT  
DISTRICT**

  
\_\_\_\_\_  
Chairman, Board of Supervisors

Sincerely,

**VK TREVESTA LLC**

  
\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A: Description of Improvements**

**Contractor: E.T. Mackenzie Company of Florida, Inc.**  
**Pay Application #16, Dated October 31, 2019**

All potable water and wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon that portion of Tract A within Trevesta – Phase IIIA, as identified in the Trevesta – Phase IIIA subdivision plat, recorded in Plat Book 67, Pages 1 – 21, of the Official Records of Manatee County, Florida.

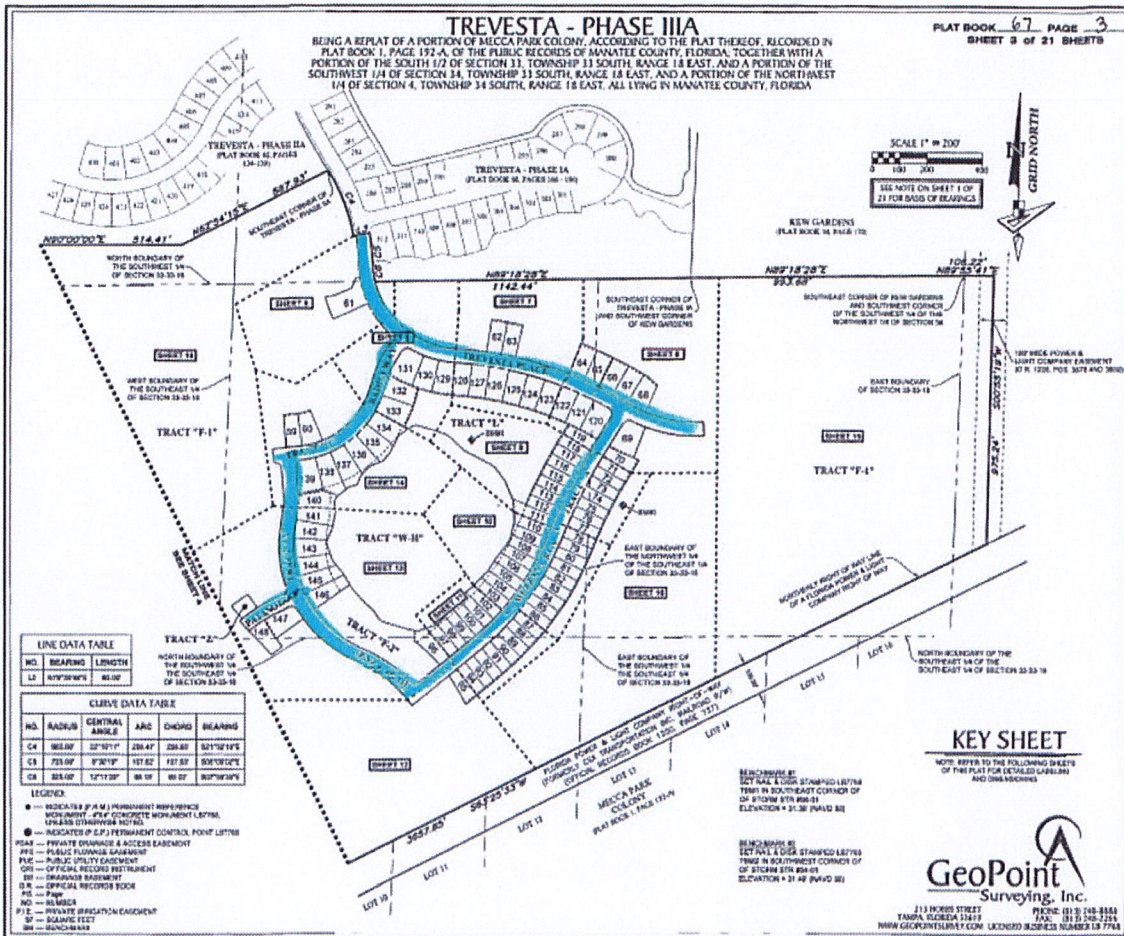
<b>Description</b>	<b>Total Contract Amount</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>
<b>Phase IIIA Potable Water</b>	\$220,461.00	\$220,461.00	\$8,040.60	\$212,420.40
<b>Phase IIIA Wastewater</b>	\$854,010.00	\$854,010.00	\$540,690.30	\$313,319.70
<b>TOTAL:</b>	<b>\$1,074,471.00</b>	<b>\$1,074,471.00</b>	<b>\$548,730.90</b>	<b>\$525,740.10</b>

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

# TREVESTA - PHASE IIIA

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 THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA.

PLAT BOOK 67 PAGE 3  
SHEET 3 OF 21 SHEETS



**AFFIDAVIT REGARDING COSTS PAID  
[TREVESTA PHASE IIIA IMPROVEMENTS]**

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 restated on March 24, 2016, and the *Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project)* dated August 2, 2018, as revised on November 19, 2018, 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. Developer has expended funds to develop and/or acquire certain "**Improvements**" and "**Work Product**" described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those Improvements and Work Product that have been completed to date and states the amounts that Developer has spent on those Improvements and Work Product. Developer agrees to timely make payment for any remaining amounts owed, and to ensure that no liens are placed on the property.

Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of \$\_\_\_\_\_, 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 and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]



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

Executed this 23<sup>rd</sup> day of DECEMBER, 2019.

**WITNESS**

**VK TREVESTA LLC**

By: Candice Smith  
Name: CANDICE SMITH

By: [Signature]  
Name: BARO LYBERT

By: [Signature]  
Name: James P. Harvey  
Title: Vice President

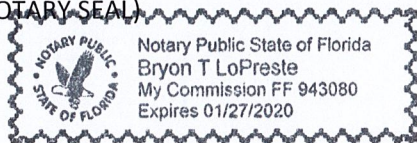
**STATE OF FLORIDA**

**COUNTY OF** HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of DECEMBER, 2019, by JAMES P. HARVEY, as \_\_\_\_\_ of VK TREVESTA LLC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Bryon T. LoPreste  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A: Description of Improvements**

**Contractor: E.T. Mackenzie Company of Florida, Inc.**  
**Pay Application #16, Dated October 31, 2019**

All potable water and wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon that portion of Tract A within Trevesta – Phase IIIA, as identified in the Trevesta – Phase IIIA subdivision plat, recorded in Plat Book 67, Pages 1 – 21, of the Official Records of Manatee County, Florida.

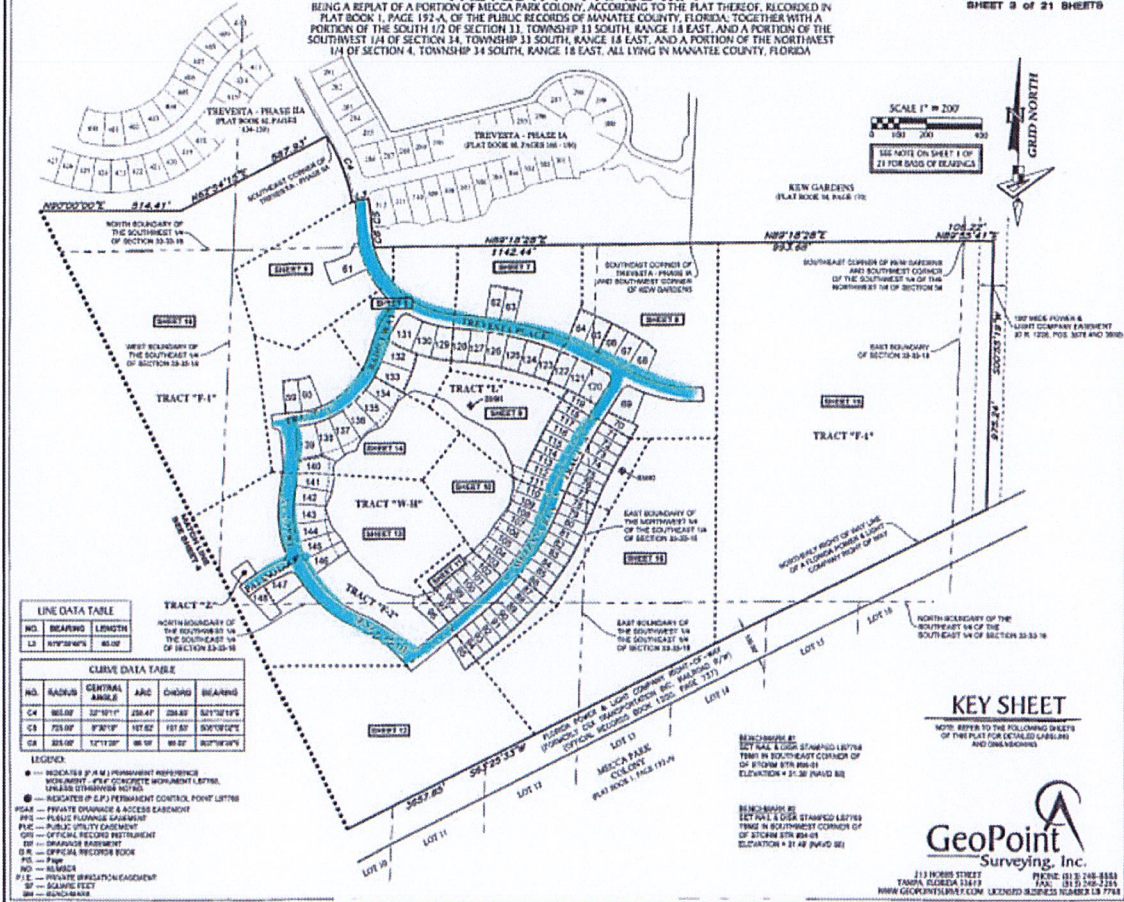
<b>Description</b>	<b>Total Contract Amount</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>
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<b>Phase IIIA Wastewater</b>	\$854,010.00	\$854,010.00	\$540,690.30	\$313,319.70
<b>TOTAL:</b>	<b>\$1,074,471.00</b>	<b>\$1,074,471.00</b>	<b>\$548,730.90</b>	<b>\$525,740.10</b>

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PLAT BOOK 67 PAGE 3  
SHEET 3 of 21 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 THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 31 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 31 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA



**BILL OF SALE & LIMITED ASSIGNMENT  
[TREVESTA PHASE IIIA IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective the \_\_\_\_ day of \_\_\_\_\_, 2019, 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.)

**BACKGROUND STATEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:
  - a) **Utilities** – All potable water and wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon that portion of Tract A within Trevesta – Phase IIIA, as identified in the Trevesta – Phase IIIA subdivision plat, recorded in Plat Book 67, Pages 1 – 21, of the Official Records of Manatee County, Florida, attached hereto as **Exhibit A**; and
  - b) **Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements; and
  - c) **Additional Rights** - 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 construction, installation, or composition of the Improvements.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is 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 Property; and (iv) the Grantor will warrant and defend the sale of the Property

hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, 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 latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
4. 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. 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.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS**

**VK TREVESTA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: James P. Harvey  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of VK TREVESTA LLC, who appeared before me this day in 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)

**EXHIBIT A: Description of Improvements**

**Contractor: E.T. Mackenzie Company of Florida, Inc.**

**Pay Application #16, Dated October 31, 2019**

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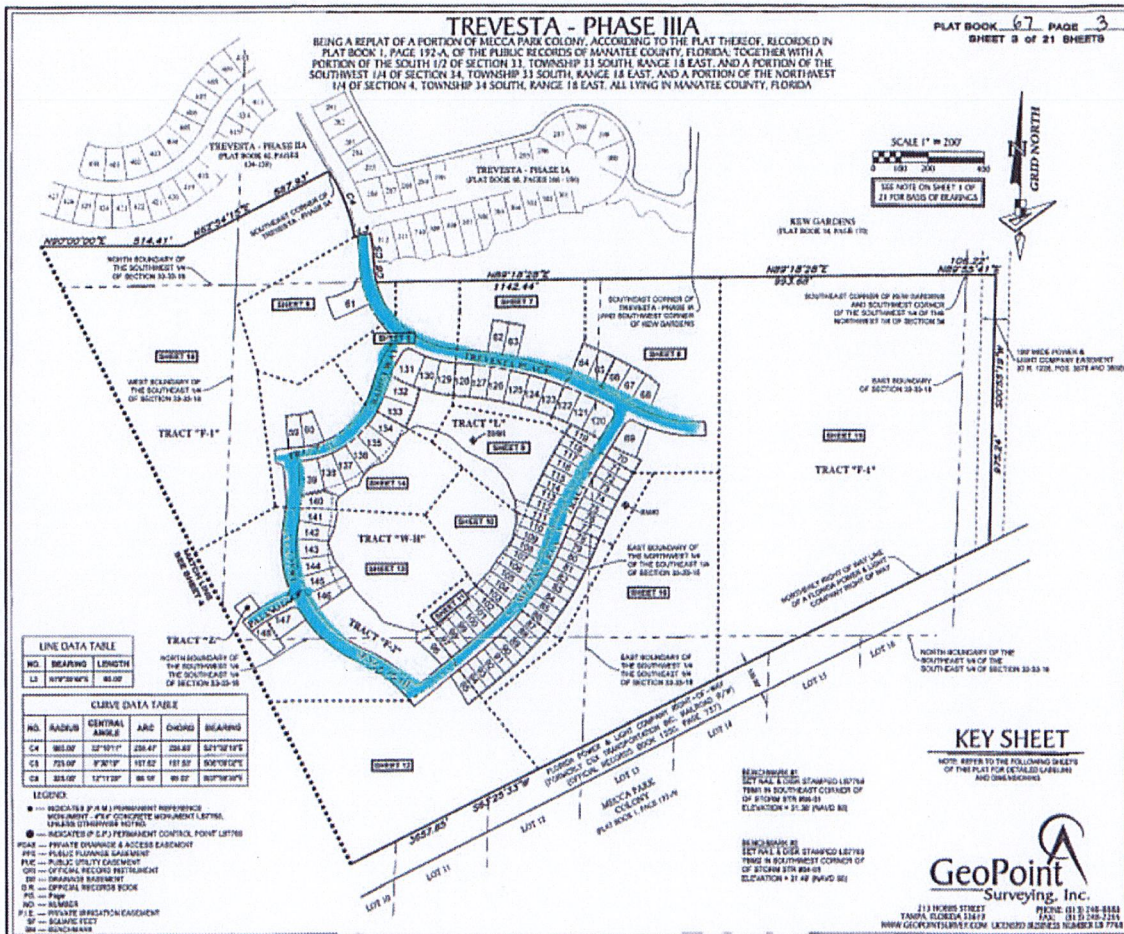
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**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.



PLAT BOOK 67 PAGE 3  
SHEET 3 of 21 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 THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA



**DISTRICT ENGINEER'S CERTIFICATE  
[TREVESTA PHASE IIIA IMPROVEMENTS]**

DECEMBER 23, 2019

Board of Supervisors  
Trevesta Community Development District

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

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**" and "**Work Product**", all as more fully described in **Exhibit A** attached hereto, and in that certain bill of sale ("**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 Project as set forth in the District's *Engineer's Report* dated May 18, 2015, as restated on March 24, 2016, and the *Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project)* dated August 2, 2018, as revised on November 19, 2018, among other applicable reports ("**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.

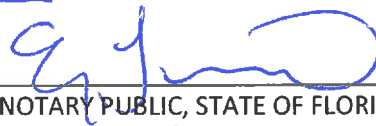


Matthew Morris, P.E.  
Morris Engineering and Consulting, L.L.C.  
Florida Registration No. 68434  
District Engineer

STATE OF FLORIDA

COUNTY OF Manatee

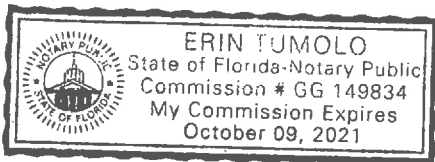
The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of December, 2019, by Matthew Morris as managing member of Morris Engineering Consulting, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Erin Tumolo  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)





**EXHIBIT A: Description of Improvements**

**Contractor: E.T. Mackenzie Company of Florida, Inc.**

**Pay Application #16, Dated October 31, 2019**

All potable water and wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon that portion of Tract A within Trevesta – Phase IIIA, as identified in the Trevesta – Phase IIIA subdivision plat, recorded in Plat Book 67, Pages 1 – 21, of the Official Records of Manatee County, Florida.

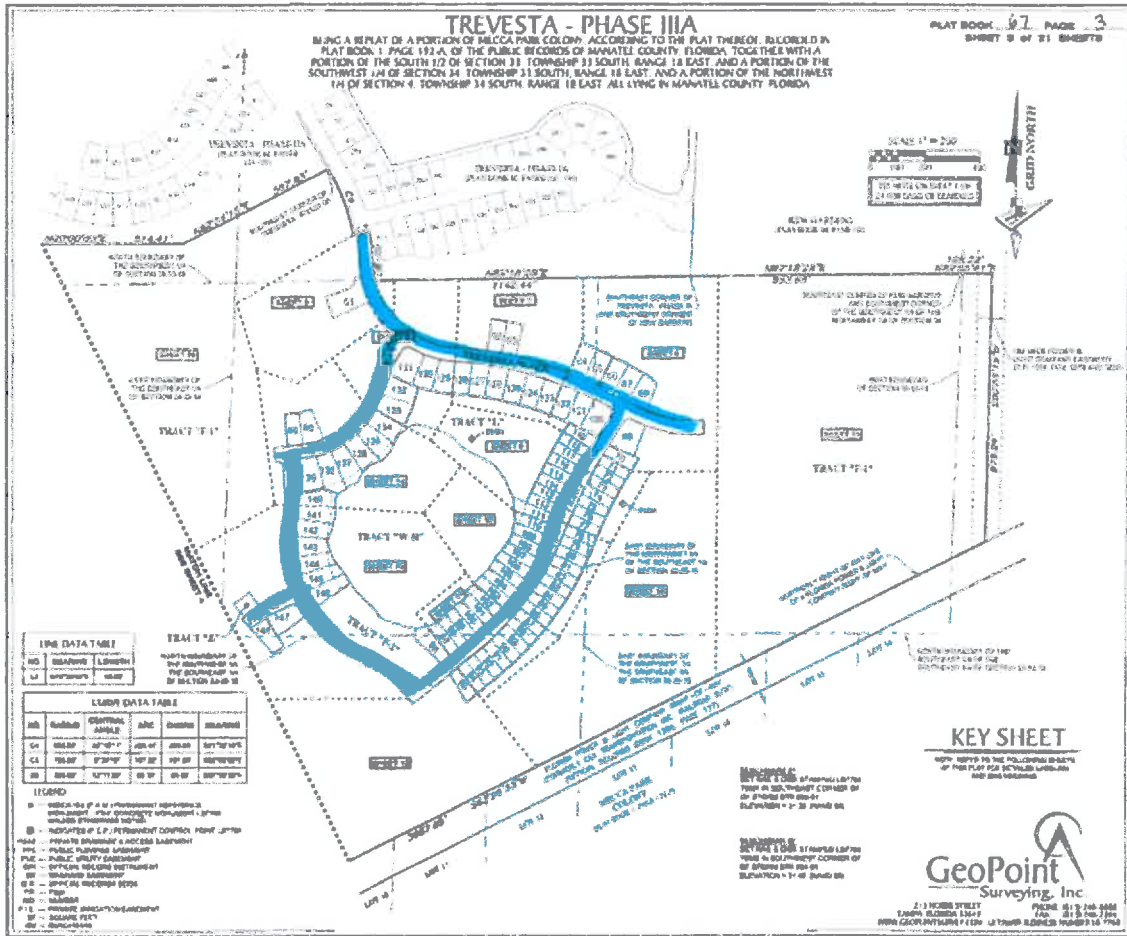
<b>Description</b>	<b>Total Contract Amount</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>
<b>Phase IIIA Potable Water</b>	\$220,461.00	\$220,461.00	\$8,040.60	\$212,420.40
<b>Phase IIIA Wastewater</b>	\$854,010.00	\$854,010.00	\$540,690.30	\$313,319.70
<b>TOTAL:</b>	<b>\$1,074,471.00</b>	<b>\$1,074,471.00</b>	<b>\$548,730.90</b>	<b>\$525,740.10</b>

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

# TREVESTA - PHASE IIIA

BEING A RE-PLAT OF A PORTION OF MILCOA PARK COLONY, ACCORDING TO THE PLAT THEREON, 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 31, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA.

PLAT BOOK 67, PAGE 3  
SHEET 9 OF 21 SHEETS



**LINE DATA TABLE**

NO.	BEARING	LENGTH
1	S 89° 00' 00" E	100.00
2	S 89° 00' 00" E	100.00

**CURVE DATA TABLE**

NO.	Radius	Central Angle	Chord	Delta	Station	Remarks
1	100.00	90° 00' 00" E	141.42	90° 00' 00" E	100.00	START OF CURVE
2	100.00	90° 00' 00" E	141.42	90° 00' 00" E	200.00	END OF CURVE

- LEGEND**
- 1 - BOUNDARY OF A PORTION OF MILCOA PARK COLONY, ACCORDING TO THE PLAT THEREON, RECORDED IN PLAT BOOK 1, PAGE 192 A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
  - 2 - BOUNDARY OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA.
  - 3 - BOUNDARY OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA.
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  - 8 - BOUNDARY OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA.
  - 9 - BOUNDARY OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 18 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 18 EAST, ALL LYING IN MANATEE COUNTY, FLORIDA.
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## KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILS THEREON AND FOR DIMENSIONS.

**GeoPoint**  
Surveying, Inc.  
211 NORTH STREET  
TAMPA, FLORIDA 33604  
PHONE: 813-245-8888  
FAX: 813-245-7700  
WWW.GEOPointSURVEYING.COM

# Tab 4

Trevesta CDD - Custody Account, Series 2018, Requisitions for Payment		
Requisition No.	Vendor	Amount
1	Trevesta CDD	\$1,200.00
2	Morris Engineering & Consulting	\$525.00
	Total	\$1,725.00

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · CITRUS PARK, FLORIDA 33625

February 03, 2020

**RIZZETTA & COMPANY, INC.**

Trevesta, Custody Account Attn:  
Natasha Dhanapat  
12750 Citrus Park Lane, Suite 150  
Tampa, FL 33625

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Custody Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 1	Trevesta CDD	\$1,200.00
CUS 2	Morris Engineering & Consulting	\$525.00

If you have any questions regarding this request, please do not hesitate to call me at (813) 933-5571. Thank you for your prompt attention to this matter.

Sincerely,  
Belinda Blandon

District Manager

**TREVESTA COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS  
(2018 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 2018 Project:

**January 16, 2020**

- (A) Requisition Number: **CUS 1**
- (B) Identify Acquisition Agreement, if applicable; **NA**
- (C) Name of Payee pursuant to Acquisition Agreement: **Trevesta CDD  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625**
- (D) Amount Payable: **\$1,200.00**
- (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): **Reimburse O&M for Morris Invoice #TREV CDD-39**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

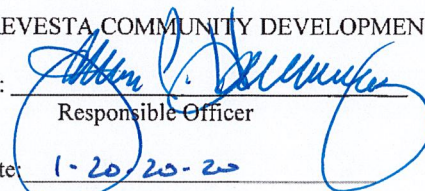
1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the SunTrust Custody Account;
3. each disbursement set forth above was incurred in connection with the 2018 Project; and
4. Each disbursement represents 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.

Originals 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.

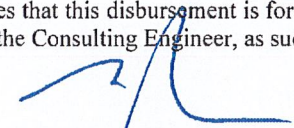
TREVESTA COMMUNITY DEVELOPMENT DISTRICT

By:   
Responsible Officer

Date: 1-20-20-20

**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



6997 Professional Parkway East  
Suite B  
Sarasota, Florida 34240

# Invoice

Date 6/1/2019  
Invoice # TREVCDD-39

RECEIVED  
MAY 29 2019

## Bill To

Trevesta CDD  
C/O Rizzetta & Company  
9428 Camden Field Parkway  
Riverview, FL 33578

Due Date 7/1/2019

Project

Description	Qty	Rate	Amount
Trevesta CDD - District Engineering Services 5/1/19-5/31/19			
Review contractor pay applications and coordinate with CDD Manager for requisitions; coordinate with District Counsel for acquisitions and direct purchase items; prepare for and attend CDD meeting	8	150.00	1,200.00
Date Rec'd Rizzetta & Co, Inc. _____			
D/M approval <u>Belinda Blandon</u> Date <u>5/30/19</u>			
Date entered <u>MAY 29 2019</u>			
Fund <u>001</u> GL <u>51300</u> OC <u>3103</u>			
Check # _____			

Please Remit Payment to: 15608 29th Street East  
Parrish, Florida 34219

Total	\$1,200.00
Payments/Credits	\$0.00
Balance Due	\$1,200.00



Date	Sequence Number	Account Number	Amount	Serial Number
07/05/2019	76042147	1000180133836	\$1,200.00	421

241-TREVESA COMMUNITY DEVELOPMENT  
DISTRICT  
8428 CAMDEN FIELD PARKWAY  
EVANSTON, FL 33578  
(813) 533-2950

63-656031

CERTIFICATE BOUND, THREE-DAY  
CARBONLOAN OFFICE  
STAMP, P.L. #13-50-421

CHECK NO. 000421

DATE 06/26/2019 AMOUNT \$1,200.00

\*\*\*One Thousand Two Hundred and 00/100 Dollars

PAY TO  
THE  
ORDER  
OF Morris Engineering and Consulting, LLC  
6397 Professional Parkway East  
Suite B  
Sarasota, FL 34240

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

000421# 0606310215241000180133835# AUTHORIZED SIGNATURE

[illegible]

Print



**TREVESTA COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS  
(2018 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 2018 Project:

**January 16, 2020**

- (A) Requisition Number: **CUS 2**
- (B) Identify Acquisition Agreement, if applicable; **NA**
- (C) Name of Payee pursuant to Acquisition Agreement: **Morris Engineering & Consulting, LLC  
6997 Professional Parkway East, Suite B  
Sarasota, FL 34240**
- (D) Amount Payable: **\$525.00**
- (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): **Invoice #TREV CDD-44 for District Engineering Services 11/01/19-11/30/19;  
Invoice #TREV CDD-45 for District Engineering Services 12/01/19-12/31/19**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

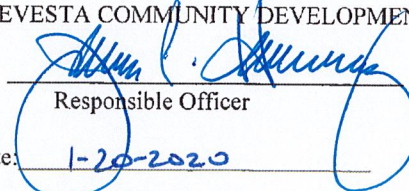
1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the SunTrust Custody Account;
3. each disbursement set forth above was incurred in connection with the 2018 Project; and
4. Each disbursement represents 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.

Originals 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

By:   
Responsible Officer

Date: 1-20-2020

**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



6997 Professional Parkway East  
Suite B  
Sarasota, Florida 34240

# Invoice

Date 12/1/2019  
Invoice # TREVCDD-44

## Bill To

Trevesta CDD  
C/O Rizzetta & Company  
9428 Camden Field Parkway  
Riverview, FL 33578

Due Date 12/31/2019

Project

Description	Qty	Rate	Amount
Trevesta CDD - District Engineering Services (11/1/19-11/30/19)			
- Prepare for and attend CDD Board of Supervisors Meeting	2.5	150.00	375.00

Please Remit Payment to: 15608 29th Street East  
Parrish, Florida 34219

Total	\$375.00
Payments/Credits	\$0.00
Balance Due	\$375.00



# Tab 5

## AGREEMENT REGARDING DRAINAGE EASEMENT INSTALLATIONS

**THIS AGREEMENT REGARDING DRAINAGE EASEMENT INSTALLATIONS** is made and entered into this 5th day of March, 2020, by and between:

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

**Trevesta Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("**Association**").

### 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 District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management infrastructure for which the District holds certain drainage easements ("**Drainage Easements**"); and

**WHEREAS**, the Association provides architectural review for residents seeking to install fences and other improvements (together, "**Improvements**") on their property; and

**WHEREAS**, occasionally, a resident provides an application ("**Application**") seeking to install Improvements within the District's Drainage Easements; and

**WHEREAS**, while the installation of Improvements within Drainage Easements is discouraged, the District is amenable to the installation of such Improvements within the Drainage Easements, provided however that the Improvements do not materially interfere with the District's stormwater system or its operations and maintenance activities, and further provided that the District retains the right to remove any such Improvements if the District deems it necessary in its sole discretion to do so; and

**WHEREAS**, to facilitate timely review of Applications to install Improvements, and given past precedent within the community, the Association desires to have authority to review and approve Applications that would allow for the installation of Improvements within Drainage Easements; and

**WHEREAS**, the District is comfortable with the Association having such authority, subject to the terms and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 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.

**SECTION 2. AUTHORIZATION.** The District authorizes the Association to review Applications and approve the installation of Improvements within Drainage Easements, subject to the District's right to rescind such authority at any time, and subject to the right of the District to remove any Improvements at any time in its sole discretion, and subject to the following conditions:

- The Association shall authorize and record against all property within the District a Declaration Amendment including the provisions set forth in **Exhibit A** attached hereto, and represents that it has the power and authority to do so and to effect and enforce the same. The Association represents that such Declaration Amendment will apply retroactively to existing homeowners as well as any future homeowners within the District.
- The Association shall provide to the District a copy of each Application that may potentially affect a Drainage Easement, and shall provide the District with ten (10) days to review the Application prior to any Association approval being granted. Any failure of the District to review an Application shall not be construed as an approval by the District, or otherwise affect the rights set forth herein.
- Prior to granting any Application that would authorize the installation of Improvements within a Drainage Easement, the Association shall determine that such installation shall not have a material effect on the District's stormwater management system.
- Notwithstanding anything to the contrary herein, the District reserves the right to rescind any authorization for the installation of Improvements within a Drainage Easement at any time and in its sole discretion, and accordingly remove the Improvements at the expense of the homeowner.

**SECTION 3. INDEMNIFICATION.** Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, regulatory penalty, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 4. 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 statute, 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 under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 5. 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, injunctive relief, and/or specific performance. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing

party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 6. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 7. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 8. TERMINATION.** Either party may terminate this Agreement for any or no cause upon ten (10) days prior written notice to the other party.

**SECTION 9. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 10. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 11. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 12. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 13. 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 Association.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 15. 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, certified/registered mail, 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 Association may deliver Notice on behalf of the District and the Association, 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.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association 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 Association 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 Association and their respective representatives, successors and assigns.

**SECTION 17. 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. Venue for any dispute shall be in a court of appropriate jurisdiction in Manatee County, Florida.

**SECTION 18. PUBLIC RECORDS.** The Association 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. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

**SECTION 19. 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.

**SECTION 20. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 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.



**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

**TREVESTA COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TREVESTA HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A:**      Proposed Declaration Amendment

**EXHIBIT A**  
**PROPOSED DECLARATION AMENDMENT**

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

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

(This space reserved for Clerk)

\_\_\_\_\_  
**AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREVESTA**

THIS \_\_\_\_\_ AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREVESTA ("\_\_\_\_\_ **Supplement**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by VK TREVESTA LLC, a Florida limited liability company ("**Developer**"), joined by TREVESTA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

**RECITALS**

A. The Developer recorded the Declaration of Covenants, Conditions and Restrictions for Trevesta in Official Records Book 2643, Page 1357 ("**Original Declaration**"), as amended by the Supplemental Declaration of Covenants, Conditions and Restrictions for Trevesta recorded in Official Records Book 2650, Page 2639 ("**First Supplement**"), and the First Amendment to Declaration of Covenants, Conditions and Restrictions for Trevesta recorded in Official Records Book 2661, Page 5285 ("**First Amendment**"), and the Supplemental Declaration of Covenants, Conditions and Restrictions for Trevesta recorded in Official Records Book 2711, Page 3143 ("**Second Supplement**"), and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Trevesta recorded in Official Records Book 2701, Page 7632 ("**Second Amendment**"), and the Amended and Restated Third Supplemental Declaration of Covenants, Conditions and Restrictions for Trevesta recorded in Official Records Book 2760, Page 4919 ("**Third Supplement**"), and the Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Trevesta recorded in Official Records Book 2766, Page 1743, all of the Public Records of Manatee County, Florida ("**Fourth Supplement**", and collectively, "**Declaration**").

B. The Developer wishes, in accordance with Article IX of the Declaration, to file of record this \_\_\_\_\_ Amendment for the purpose of addition a provision regarding the installation of improvements within drainage easements to the Declaration.

NOW THEREFORE, the Developer hereby amends the Declaration as set forth herein.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this \_\_\_\_\_ Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this \_\_\_\_\_ Amendment and the Declaration, this \_\_\_\_\_ Amendment shall control. Whenever possible, this \_\_\_\_\_ Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Amendment. The Article II, Property Rights and Common Area, of the Declaration is hereby amended by adding the following provision:

**SECTION \_\_\_\_.** **Installation of Improvements within Drainage Easement.** The CDD owns, operates and maintains the stormwater management system within the community, and holds rights to the drainage easements ("**Drainage Easement**"). It is recommended that fences and other improvements (together, "**Improvements**") not be installed in Drainage Easements. Pursuant to an agreement between the CDD and Association, which may be terminated at any time, the Association may grant permission for an Improvement to be installed in a Drainage Easement, subject to first determining that the installation of the Improvement will not materially affect the District's stormwater management system, and subject to the terms of this section.

The Owner has the following responsibilities:

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
- b. The Owner shall use only licensed and insured contractors to install the Improvements. Further, the Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. Neither the CDD nor the Association has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work.
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any

such Improvements, and agrees to maintain the Improvements in good condition.

g. Additionally, the Owner shall keep the Drainage Easement free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

h. The Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the License Area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of this Agreement.

**Any permission granted by the Association or CDD is given to Owner as an accommodation and is revocable by the Association or the CDD at any time.** Owner acknowledges the legal interest of the CDD in the Drainage Easement and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise any privilege granted to Owner at Owner's own risk, and agrees that Owner will never claim any damages against the Association or CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the Association or CDD. Owner further acknowledges that, without notice, the Association or CDD may remove all, or any portion or portions, of the Improvements installed upon the Drainage Easement at Owner's expense, and that the Association or CDD is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

Owner agrees to indemnify, defend and hold harmless the Association, Manatee County, and the CDD as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, any exercise of the privileges described hereunder.

A failure of the Owner to meet the requirements of this section shall entitle the Association or CDD 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. The prevailing party in any litigation to enforce the terms of this section shall be entitled to reasonable attorney's fees and costs. As a point of clarification, Owner and Association agree and acknowledge that the CDD may directly enforce the provisions of this section.

The provisions of this section may not be amended without the consent of the CDD.

4. **Ratification.** The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. **Covenant.** This \_\_\_\_\_ Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Manatee County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESS**

**VK TREVESTA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: James P. Harvey  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **James P. Harvey, Vice President of VK Trevesta LLC**, who appeared before me this day in 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)

**JOINDER**

TREVESTA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**") does hereby join in this \_\_\_\_\_ AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREVESTA ("**\_\_\_\_\_ Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the \_\_\_\_\_ Amendment and does not affect the validity of this \_\_\_\_\_ Amendment as the Association has no right to approve this \_\_\_\_\_ Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_ day of \_\_\_\_\_, 2020.

**WITNESS**

**TREVESTA HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: James P. Harvey  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **James P. Harvey, President of VK Trevesta Homeowners Association, Inc.,** who appeared before me this day in 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)