



Rizzetta & Company

Trevesta Community Development District

Board of Supervisors' Meeting November 3, 2022

**District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578**

www.trevestacdd.org

TREVESTA COMMUNITY DEVELOPMENT DISTRICT

Trevesta Clubhouse, 6120 Trevesta Place, Palmetto, Florida 34221

Board of Supervisors	Michael Stephens	Chairman
	Jim Harvey	Vice Chairman
	Lauren Schrandt	Assistant Secretary
	Paul Martin	Assistant Secretary
	Candice Smith	Assistant Secretary
District Manager	Taylor Nielsen	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	KE Law
District Engineer	Matt Morris	Morris Engineering

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

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

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

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

TREVESTA COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 2700 S. FALKENBURG ROAD, SUITE 2745• RIVERVIEW, FLORIDA 33578
WWW.TREVESTACDD.ORG

October 27, 2022

Board of Supervisors
**Trevesta Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Trevesta Community Development District will be held on **Thursday, November 3, 2022 at 9:15 a.m.** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, Florida 34219. The following is the tentative 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 August 4, 2022 Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of June & July 2022 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Aerator Installation Proposals Tab 3
 - B. Consideration of SunState Landscaping Proposals Tab 4
 - C. Consideration of Solitude Renewal Service Contract Tab 5
 - D. Consideration of Resolution 2023-01, Declaring Vacancy Tab 6
 - E. Consideration of Project Completion Items
 1. Ratification of Acquisition of Phase IIID Utilities Improvements and Turnover to County Tab 7
 2. Ratification and Requisition for Balances and Retainage Owed by Developer to Contractor Paid Subsequent to Acquisition on Phases IIIC Utilities and Phases IIIC and IIID Improvements and Work Product Tab 8
 3. Consideration of Additional Property Conveyances USC
 4. Consideration of Resolution 2023-02, Recognizing Contributions in Lieu of Assessments Tab 9
 5. Consideration of Resolution 2023-03, Declaring 2020 Project Completion Tab 10
- 5. STAFF REPORTS**
 - A. Landscape Inspection Report & Responses Tab 11
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 1. Consideration of District Manager Report Tab 12
- 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 (813) 533-2950.

Very truly yours,

Taylor Nielsen

Taylor Nielsen
District Manager

cc: Jere Earlywine, KE Law Group

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, August 4, 2022 at 9:15 a.m.** at the Trevesta Clubhouse located at 6120 Trevesta Place, Palmetto, Florida 34221.

Present and constituting a quorum were:

Michael Stephens	Board Supervisor, Chairman
Candice Smith	Board Supervisor, Assistant Secretary
Paul Martin	Board Supervisor, Assistant Secretary
Lauren Schrandt	Board Supervisor, Assistant Secretary

Also present were:

Taylor Nielsen	District Manager, Rizzetta & Company, Inc.
Meredith Hammock	Representative, KE Law Group
Bryan Schaub	Landscape Inspector, Rizzetta & Company, Inc.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Public Comment

The Board heard audience comments regarding the fountain on the Trevesta Loop pond. The Board directed staff to have the fountain moved about 30ft South to prevent overspray to the homes on the North bank.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on May 12, 2022

Mr. Nielsen presented the minutes of the Board of Supervisors' meeting held on May 12, 2022 and asked if there were any questions. There were none.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on May 12, 2022, for the Trevesta Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of O&M Expenditures
for April, May & June 2022**

Mr. Nielsen presented the Operation and Maintenance Expenditures for April, May & June 2022 and asked if there were any questions. There were none.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board approved the Operation and Maintenance Expenditures for April 2022 (\$79,233.24), May 2022 (\$40,646.91) & June 2022 (\$49,651.22), for the Trevesta Community Development District.

FIFTH ORDER OF BUSINESS

**Public Hearing of the Budget for
Fiscal Year 2022-2023**

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board approved to open the Public Hearing for Fiscal Year 2022-2023, for the Trevesta Community Development District.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board approved to close the Public Hearing for Fiscal Year 2022-2023, for the Trevesta Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-07,
Adopting Fiscal Year 2022-2023 Final
Budget**

Mr. Nielsen presented Resolution 2022-07, Adopting Fiscal Year 2022-2023 Final Budget to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board adopted Resolution 2022-07, Adopting Fiscal Year 2022-2023 Final Budget, for the Trevesta Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-08,
Imposing Special Assessments and
Certifying an Assessment Roll**

Mr. Nielsen presented Resolution 2022-08, Imposing Special Assessments and Certifying an Assessment Roll to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board adopted Resolution 2022-08, Imposing Special Assessments and Certifying an Assessment Roll, for the Trevesta Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2022-09,
Setting the Meeting Schedule for
Fiscal Year 2022-2023**

Mr. Nielsen presented Resolution 2022-09, Setting the Meeting Schedule for Fiscal Year 2022-2023 to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board adopted Resolution 2022-09, Setting the Meeting Schedule for Fiscal Year 2022-2023, for the Trevesta Community Development District.

NINTH ORDER OF BUSINESS

**Review of Pork Dorks Hog Removal
Report**

Mr. Nielsen presented the Pork Dorks Hog Removal Report to the Board.

TENTH ORDER OF BUSINESS

Ratification of Fiscal Year 2021 Audit

Mr. Nielsen presented Fiscal Year 2021 Audit for ratification to the Board.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board ratified Fiscal Year 2021 Audit, for the Trevesta Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Aerator Installation Proposals

Mr. Nielsen presented the Aerator Installation Proposals to the Board.

The Board tabled the Aeration Proposal for Pond 16 until next meeting. District Manager to work with Supervisor Martin on getting questions answered regarding the electric installation.

TWELFTH ORDER OF BUSINESS

Consideration of EcoLogic Proposal

Mr. Nielsen presented the EcoLogic Proposal to the Board.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board approved the EcoLogic proposal for Trevesta to include the initial clean-up work along I75, and the quarterly herbicide, for the Trevesta Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Solitude Fish Stocking Proposal

Mr. Nielsen presented the Solitude Fish Stocking Proposal to the Board. The Board decided to not take action on the Fish Stocking Proposal at this time.

FOURTEENTH ORDER OF BUSINESS

Consideration of Fiscal Year 22-23 Addendum to the Rizzetta Agreement

Mr. Nielsen presented Fiscal Year 22-23 Addendum to the Rizzetta Agreement to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board approved Fiscal Year 22-23 Addendum to Rizzetta Agreement, for the Trevesta Community Development District.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Report

Mr. Schaub presented his report to the Board. The Board requested a follow-up on the bank clean up of Lake Trevesta concerning the overgrowth of plant material.

B. District Counsel

Ms. Hammock stated she had no report.

C. District Engineer
Not present. No report.

D. District Manager
Mr. Nielsen advised that the next meeting of the Board of Supervisors is scheduled for Thursday, November 3, 2022 at 9:15 a.m.

1. Review of District Manager Report

Mr. Nielsen presented the District Manager Report to the Board

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Mr. Nielsen asked if there were any Supervisor questions or comments. There were none.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

Mr. Nielsen 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. Stephens, seconded by Mr. Martin, with all in favor, the Board adjourned the meeting at 9:57 a.m., for the Trevesta Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

TREVESTA COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview · Florida · 813-994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures June 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$49,651.22**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trevesta Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Candice Smith	791	CM051222	BOS Meeting 05/22	\$ 200.00
Eco-Logic Services, LLC	787	1975	Preserve Maintenance Services for Phase 1,2 & 3 05/22	\$ 26,535.00
Florida Fountains & Equipment LLC	788	2022-056	Fountain Service Call 04/22	\$ 263.99
LLS Tax Solutions Inc	789	2674	Arbitrage Rebate Calculation Series 2020	\$ 500.00
McClatchy Company, LLC	793	119534	21450 IPL0073577 05/22	\$ 60.84
McClatchy Company, LLC	793	119705	34695 IPL0070797 & IPL0074196 05/22	\$ 120.51
Peace River Electric Cooperative, Inc	2022060722-1	Monthly Summary 05/22	Monthly Electric Summary 05/22	\$ 3,333.58
Rizzetta & Company, Inc.	794	INV0000067826	District Management Fees 05/22	\$ 4,958.67
Rizzetta & Company, Inc.	790	INV0000068669	District Management Fees 06/22	\$ 4,958.67
Solitude Lake Management	795	PI-A00828772	Lake & Pond Maintenance 06/22 Through 8/22	\$ 245.03
Solitude Lake Management	795	PI-A00828773	Lake & Pond Maintenance 06/22	\$ 1,734.47

Trevesta Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management	795	PI-A00828968	Fountain Repair 06/22	\$ 140.75
Solitude Lake Management	795	PI-A00831178	Fountain Repair 06/22	\$ 717.36
Sun State Landscape Management, Inc.	792	43238	Trim Plants 5/22	\$ 150.00
Sun State Landscape Management, Inc.	796	43378	Common Area PH3- Badini Way 06/22	\$ 325.00
Sun State Landscape Management, Inc.	796	43503	Irrigation Repairs 05/22	\$ 752.15
Trevesta Irrigation LLC	797	44734	Phase 1A & 1B Common Area 06/22	<u>\$ 4,655.20</u>
Report Total				<u>\$ 49,651.22</u>

TREVESTA COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview · Florida · 813-994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures July 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$55,726.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trevesta Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Creative Mailbox Designs	803	22003465	Bike Rack 06/22	\$ 758.96
Florida Fountains & Equipment LLC	806	CL-230	Fountain Cleanings 07/22	\$ 350.00
KE Law Group, PLLC	798	2641	Legal Services 05/22	\$ 840.50
KE Law Group, PLLC	807	3425	Legal Services 06/22	\$ 822.00
OnSight Industries	808	006-22-320783-2	Replacement Street Sign 50% Balance Due	\$ 385.00
OnSight Industries	804	006-22-320783D	Replacement Street Sign 50% Deposit	\$ 385.00
Peace River Electric Cooperative, Inc	2022070722-1	Monthly Summary 06/22	Monthly Electric Summary 06/22	\$ 2,844.69
Pork Dorks, Inc.	805	8444	Wild Hog Removal 06/22	\$ 1,250.00
Pork Dorks, Inc.	809	8445	Wild Hog Removal 07/22	\$ 1,250.00
RB Owens Electric Inc.	799	20226355	Fountain Light Repair 06/22	\$ 429.00
Rizzetta & Company, Inc.	800	INV0000069304	District Management Fees 07/22	\$ 4,958.67

Trevesta Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management	801	PI-A00836050	Fountain Repair 06/22/22	\$ 5,001.58
Solitude Lake Management	810	PI-A00851506	Lake & Pond Maintenance 07/22	\$ 1,734.47
Sun State Landscape Management, Inc.	802	43377	Monthly Maintenance 2nd Section Buffalo- 06/22	\$ 14,568.19
Sun State Landscape Management, Inc.	811	43810	Monthly Maint Common Areas 2nd Entry 07/22	\$ 14,568.19
Sun State Landscape Management, Inc.	811	43811	Common Area PH3- Badini Way 07/22	\$ 325.00
Sun State Landscape Management, Inc.	811	44050	Clean Up Area Behind Silt Fence	\$ 600.00
Trevesta Irrigation LLC	812	22-Jul	Phase 1A & 1B Common Area 07/22	<u>\$ 4,655.20</u>
Report Total				<u>\$ 55,726.45</u>

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 1 AND SEAT 2 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trevesta Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 8, 2022, two (2) members of the Board of Supervisors (“Board”) are to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period there were no Qualified Electors qualified to run for two (2) of the seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare the remaining seats vacant, effective the second Tuesday following the general election; and

WHEREAS, a Qualified Elector is to be appointed to the vacant seat within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

SECTION 1. The following seats are hereby declared vacant effective as of November 22, 2022:

Seat #1 (currently held by Michael Stephens)

Seat #2 (currently held by Candice Smith)

SECTION 2. Until such time as the District Board nominates a Qualified Elector to fill the vacancy declared in Section 1 above, the incumbent Board member of that respective seat shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2022.

ATTEST:

**TREVESTA COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____

Chairperson

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING A CONTRIBUTION TO OFF-SET ASSESSMENTS; PROVIDING ADDITIONAL AUTHORIZATION; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Trevesta Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

WHEREAS, the District previously issued its \$5,785,00 Special Assessment Bonds, Series 2020 (Assessment Area Two) ("**2020 Bonds**") in order to finance the District's "Assessment Area Two Project" a/k/a "**2020 Project**," which is described in the *Supplemental Engineer's Report (Assessment Area Two Project)*, dated August 6, 2020, as revised September 24, 2020 and September 30, 2020; and

WHEREAS, also in connection with the issuance of the 2020 Bonds, and pursuant to Resolutions 2020-12, 2020-13 and 2021-02, the District levied non-ad valorem special assessments ("**Debt Assessments**") to secure the repayment of the 2020 Bonds; and

WHEREAS, the *Final Supplemental Special Assessment Allocation Report*, dated October 13, 2020, which was adopted by Resolution 2021-02, and attached hereto as **Exhibit A**, recognizes a contribution obligation ("**Contribution Obligation**") from M/I Homes of Sarasota, LLC ("**Developer**") in the sections titled *Assessment Allocation, Table 2: Total Series 2020 Project Cost Detail* and *Table 6: Contribution Calculation*, identifying a Contribution Obligation of \$111,865.00; and

WHEREAS, on or around April 26, 2022, the District acquired certain public infrastructure improvements for the 2020 Project, specifically the Phase IIIC Utilities and the Phases IIIC and IIID Stormwater Improvements and Work Product, as further detailed in **Exhibit B** attached hereto ("**Phases IIIC & IIID Improvements**") ; and

WHEREAS, the total costs of the Phases IIIC & IIID Improvements totaled \$3,164,805.19; and

WHEREAS, pursuant to the *Acquisition Agreement*, dated October 1, 2020, the District paid to the Developer from bond proceeds the amount of \$2,424,061.71 (Requisition #___) and the amount of \$280,931.82 (Requisition # ___), leaving \$459,811.66 unpaid to Developer ("**Unpaid Amount**") ; and

WHEREAS, the Developer requests that the District recognize \$111,865.00 of the Unpaid Amount towards the Contribution Obligation.

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

SECTION 1. Contribution Recognized. The District acknowledges and declares that the Developer has contributed infrastructure and/or monies for the Contribution Obligation in the amount

of \$111,865.00. As of this Resolution, the Contribution Obligation has been satisfied and no further contributions are owed to the District in connection with the 2020 Bonds.

SECTION 2. Additional Authorization. District Staff is authorized to take whatever additional actions may be necessary to fulfill the intent of this Resolution.

SECTION 3. Severability. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution shall become effective upon its passage, and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

**TREVESTA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

By: _____
Its: _____

Exhibit A: *Final Supplemental Special Assessment Allocation Report, dated October 13, 2020*
Exhibit B: Acquisition of Phases IIIC & IIID Improvements

Exhibit A:

Final Supplemental Special Assessment Allocation Report, dated October 13, 2020



Rizzetta & Company

Trevesta Community Development District

Final Supplemental Special
Assessment Allocation Report

Special Assessment Bonds, Series 2020
(Assessment Area Two Project)

October 13, 2020

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

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. DEFINED TERMS.....	1
III. DISTRICT INFORMATION.....	2
IV. ASSESSMENT AREA TWO PROJECT.....	3
V. SERIES 2020 BONDS AND ASSESSMENTS.....	3
VI. SERIES 2020 ASSESSMENT ALLOCATION.....	4
VII. PREPAYMENT AND TRUE UP OF SERIES 2020 ASSESSMENTS.....	6
VIII. ADDITIONAL STIPULATIONS.....	7
EXB "A" ALLOCATION METHODOLOGY.....	8

INDEX OF TABLES

<u>Table</u>		<u>Page</u>
1	CURRENT SERIES 2020 DEVELOPMENT PLAN.....	A-1
2	SERIES 2020 PROJECT COST DETAIL.....	A-2
3	FINANCING INFORMATION – SERIES 2020 BONDS.....	A-3
4	FINANCING INFORMATION – SERIES 2020 ASSESSMENTS.....	A-3
5	ASSESSMENT ALLOCATION – SERIES 2020 ASSESSMENTS.....	A-4
6	CONTRIBUTION CALCULATION.....	A-5
	SERIES 2020 ASSESSMENT ROLL.....	A-6
	LEGAL DESCRIPTION	



I. INTRODUCTION

This Final Supplemental Special Assessment Allocation Report (the “Report”) is being presented in anticipation of an issuance of bonds to finance a portion of the Capital Improvement Plan relating to Assessment Area Two (as such terms are defined below) by the Trevesta Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2020 (Assessment Area Two Project) (the “Series 2020 Bonds”), and has retained Rizzetta & Company, Inc. to prepare a methodology to allocate the special assessments expected to be levied by the District in connection with the transaction. This Report will detail the financing and assessment allocation of the Series 2020 Bonds issued to fund the District’s Series 2020 Project.

II. DEFINED TERMS

“Assessment Area One” (AA1) – An assessment area within the District, consisting of approximately 247.5 acres.

“Assessment Area Two” (AA2) – An assessment area within the District, consisting of approximately 164.02 acres.

“Assessment Area Two Project” – A portion of the District’s total CIP necessary for the development of Assessment Area Two.

“Capital Improvement Plan” - (or **“CIP”**) Construction and/or acquisition of public infrastructure planned for the District. The cost for the Capital Improvement Program is estimated to be \$22,900,000, as specified in the Report of District Engineer dated August 2, 2018 and will consist of two separate projects (with separate phasing within AA1) that coincide with the District’s two Assessment Areas.

“District” – Trevesta Community Development District.

“End User” - The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Equivalent Assessment Unit” (“EAU”) – Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Indentures” - Collectively, the Master Trust Indenture dated as of March 1, 2016 and the Fourth Supplemental Trust Indenture dated as of October 1, 2020 between the District and Regions Bank, as trustee.

“Landowner” –M/I Homes of Sarasota, LLC, a Delaware limited liability company, as the sole owner of the land in Assessment Area Two that is subject to the Series 2020 Assessments.



Rizzetta & Company

“Master Report” – The Master Special Assessment Allocation Report – Assessment Area Two, dated August 6, 2020.

“Phase 1” – The first phase in Assessment Area One upon which the Series 2016 Assessments have been levied and imposed against 296 residential units.

“Phase 2” – The second phase in Assessment Area One upon which the Series 2018 Assessments have been levied and imposed against 259 residential units.

“Phase 3” – The only phase in Assessment Area Two upon which the Series 2020 Assessments will be levied and imposed. Phase 3 is expected to include 295 residential units.

“Platted Units” – Lands configured into their intended end-use and subject to a recorded plat.

“Series 2016 Bonds” – Together, the \$4,925,000 Special Assessment Bonds, Series 2016A-1 (2016 Project) (**“Series 2016A-1 Bonds”**) and the \$3,350,000 Special Assessment Bonds, Series 2016A-2 (2016 Project) (**“Series 2016A-2 Bonds”**).

“Series 2018 Bonds” – \$4,045,000 Special Assessment Bonds, Series 2018 (Assessment Area One – Phase 2 Project) (**“Series 2018 Bonds”**).

“Series 2020 Assessments” – Special assessments levied on the assessable lands within Assessment Area Two to secure repayment of the District’s Series 2020 Bonds.

“Series 2020 Bonds” – \$5,785,000 Special Assessment Bonds, Series 2020 (Assessment Area Two Project).

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat or in their final end-use configuration.

III. DISTRICT INFORMATION

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

On September 24, 2020, the District approved the Master Report, which specifies the allocation methodology to be used for the District’s bond assessments. This report will follow the methodology described in the Master Report for purposes of allocating the Series 2020 Assessments securing the Series 2020 Bonds.

The District currently encompasses approximately 411.5 total acres and is broken up into two separate Assessment Areas. This report is specific to the first phase of Assessment Area Two, or Phase 3 of the development, which is currently planned for 295 residential units which are expected to be subject to the Series 2020 Assessments. Table 1 illustrates the planned unit mix for Phase 3.



Rizzetta & Company

The District previously issued its Series 2016A-1 Bonds, which are secured by the pledge of revenues from special assessments that are levied on 296 platted units in Phase 1 of Assessment Area One of the District. The District also previously issued its Series 2016A-2 Bonds which are secured by the pledge of revenues from special assessments which have been fully assigned to the first 234 platted units, also in Assessment Area One of the District. The District also previously issued its Series 2018 Bonds, which are secured by the pledge of revenues from special assessments that are levied on 259 platted units in Phase 2 of Assessment Area One of the District.

IV. ASSESSMENT AREA PROJECT

As described in the Master Report, the District's total Capital Improvement Program is estimated to cost \$22,900,000. The District's Assessment Area Two Project will include the portion of the total CIP that provides benefit to the land within Assessment Area Two and is estimated to cost \$8,577,000. The expected issuance of the Series 2020 Bonds will fund a portion of the District's Assessment Area Two Project in the amount of 5,092,367.

The Series 2020 Bonds will fund the repayment of a portion of a Landowner contribution, and additionally will fund a portion of Assessment Area Two Project. The balance of the Assessment Area Two Project, not funded with the proceeds of the Series 2020 Bonds, will be funded by the Landowner pursuant to a Completion Agreement or may also be funded from future bonds. For more detailed information on the Assessment Area Two Project and the Series 2020 Project see Table 2, as well as the Supplemental Engineer's Report dated August 6, 2020.

V. SERIES 2020 BONDS AND ASSESSMENTS

In order to provide for a portion of the funding necessary for the Series 2020 Project, as described in Section IV above, the District plans to issue its Series 2020 Bonds which will be secured by Series 2020 Assessments, levied initially on certain Unplatted Parcels, as more particularly described on the Series 2020 Assessment Roll on page A-6.

The Series 2020 Assessments will initially be levied in the principal amount of \$5,785,000 and shall be structured in the same manner as the Series 2020 Bonds, so that revenues from the Series 2020 Assessments are sufficient to fulfill the debt service requirements for the Series 2020 Bonds.

The Series 2020 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in thirty (30) yearly installments of principal and interest (excluding any capitalized interest period). Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on May 1, 2051. The first scheduled payment of coupon interest will be due on May 1, 2021, although interest will be capitalized through November 1, 2021. The annual principal payment will be due each May 1 thereafter until final maturity, with the maximum annual debt service (MADS) estimated to be \$328,437.50. The general financing terms of the Series 2020 Bonds are summarized on Table 3.



Rizzetta & Company

The Series 2020 Bonds will be secured by the pledged revenues which includes the Series 2020 Assessments which will be ultimately levied and imposed on the various benefiting land uses within Assessment Area Two, expected to be 295 units, but will initially be levied over the gross acres within Assessment Area Two and ultimately allocated on a first-platted, first-assessed basis.

It is expected that the Series 2020 Assessment installments assigned to Platted Units not owned by the Landowner will be collected via the Manatee County property tax bill process (Uniform Method). Accordingly, the Series 2020 Assessments have been adjusted to allow for current County collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 7.0%, but this may fluctuate as provided by law.

VI. ASSESSMENT ALLOCATION – SERIES 2020 ASSESSMENTS

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

Per Section IV above, the Series 2020 Bonds will fund a portion of the District's Assessment Area Two Project. Accordingly, it is expected that the improvements funded by the Series 2020 Bonds will confer benefit on the District's developable parcels within Assessment Area Two in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. The benefit conferred by the Assessment Area Two Project equals or exceeds the amount of the Series 2020 Assessments. Therefore, it is proper to impose Series 2020 Assessments on the units specified in Table 5, as well as the District's Series 2020 Assessment Roll.

A. Assessment Allocation

The Series 2020 Assessments are expected to ultimately be allocated to the units shown on Table 5 using target annual assessments provided by the Landowner. As allocated, the Series 2020 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report and are fairly and reasonably allocated across all benefitted properties within Assessment Area Two. The District will recognize in-kind contributions of infrastructure by the Landowner in the estimated amount of \$111,865 as an assessment credit to the product types specified in Table 6, in order to reach target assessment levels. See Table 6 for the contribution calculation.¹

¹All prior contributions for the Series 2016A-1 Bonds, Series 2016A-2 Bonds and Series 2018 Bonds have been satisfied, as indicated in the District's requisition records. Additionally, as noted in the *Supplemental Engineer's Report (Assessment Area Two Project)*, dated August 6, 2020, as revised September 24 and 30,



The Series 2020 Assessment Roll is located on page A-6.

B. Assignment of Assessments

The Series 2020 Bonds and Series 2020 Assessments have been sized based on the expectation that the Series 2020 Assessments will be fully absorbed by the 295 planned Platted Units shown on Table 5. However, initially the Series 2020 Assessments securing the Series 2020 Bonds will be levied on all gross acres within Assessment Area Two and, upon platting, will ultimately be assigned on a first-platted first-assessed basis.

The Series 2020 Assessments will be initially levied on the Unplatted Parcels on an equal assessment per-acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Series 2020 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5, thereby reducing the Series 2020 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2020 Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal per-acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Landowner, Series 2020 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Landowner to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units that are ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently subdivided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein and in the Master Report (i.e., equal assessment per acre until platting).

In the event developable lands that derive benefit from the Assessment Area Two Project are added to the District's Assessment Area Two boundaries, whether by boundary amendment or increase in density, Series 2020 Assessments will be allocated to such lands upon development, pursuant to the methodology described herein and in the Master Report.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Series 2020 assessments, and the District expressly reserves the right to do so,

2020, the allocation of CIP costs as between Assessment Area One and Assessment Area Two have been properly accounted for through prior requisitions and/or contributions, and there are no further shared costs that need to be allocated.



Rizzetta & Company

provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

VII. PREPAYMENT AND TRUE-UP OF SERIES 2020 ASSESSMENTS

The Series 2020 Assessments encumbering a Platted Unit may be prepaid in full at any time or in part at least two times, without penalty, together with interest at the rate on the Series 2020 Bonds to the Interest Payment Date (as defined in the Indenture) that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the Platted Unit being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2020 Assessment program is predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of Series 2020 Assessments able to be assigned to the lands described in Table 5, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. The District's Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat that includes the lesser of (i) at least 50% of the acres within Assessment Area Two of the District, or (ii) at least 50% of the planned units for Assessment Area Two of the District. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2020 Assessments to the product types being platted and the remaining property in accordance with this Report and cause the Series 2020 Assessments to be recorded in the District's Improvement Lien Book. Once the Series 2020 Assessments are fully absorbed by platted units, any remaining platted units and/or lands or the Series 2020 Special Assessments may be reallocated. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2020 Assessments able to be assigned to the planned units described in this Report, as determined by comparing the debt per acre amounts on the remaining Unplatted Parcels before and after presentation of the Proposed Plat, then the District shall, require the Landowner or its successor encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2020 Assessments, plus accrued interest, resulting from the reduction of planned units and which True-Up Payment shall become due and payable prior to the District's approval of the plat, in addition to the regular assessment installment payable for lands owned by the Landowner for that tax year. A change in development may also result in the need for an additional contribution of infrastructure, in order to maintain target assessment levels (if applicable).

Similarly, if a reconfiguration of lands would result in the collection of excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction



Rizzetta & Company

of the Series 2020 Special Assessments for all assessed properties within Assessment Area Two or otherwise take such action as permitted by law to address the reconfiguration.

VIII. ADDITIONAL STIPULATIONS

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

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



Rizzetta & Company

EXHIBIT A:

ALLOCATION METHODOLOGY



Rizzetta & Company

**TREVESTA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA TWO PROJECT)**

TABLE 1: CURRENT SERIES 2020 DEVELOPMENT PLAN

PRODUCT	PHASE			TOTAL	
	3B	3C	3D		
Townhome	0	90	0	90	Units
Single Family 50'	48	0	124	172	Units
Single Family 60'	0	0	33	33	Units
	48	90	157	295	

**TREVESTA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA TWO PROJECT)**

TABLE 2: TOTAL SERIES 2020 PROJECT COST DETAIL

DESCRIPTION	TOTAL ESTIMATED COST
Roadways (Outside of Gates)	\$1,600,000
Shared Roadways (Outside of Gates)	\$174,000
Stormwater Management	\$2,500,000
Utilities (Water, Sewer)	\$1,550,000
Shared Utilities (Water, Sewer)	\$100,000
Offsite Improvements	\$100,000
Landscaping/Irrigation/Hardscaping/Undergrounding	\$1,250,000
Professional Services	\$500,000
Shared Professional Services	\$18,000
Contingency	\$750,000
Shared Contingency	\$35,000
Total Series 2020 Project Costs	\$8,577,000
Series 2020 Project Costs Funded by Series 2020 Bonds	\$5,092,367
Landowner in-kind contribution of infrastructure to achieve target assessment levels	\$111,865 (1)
Remaining Series 2020 Project costs funded by the Landowner	\$3,372,768
	\$8,577,000

NOTES: Infrastructure cost estimates provided by District Engineer.

(1) See Table 6 for calculation.

**TREVESTA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA TWO PROJECT)**

TABLE 3: FINANCING INFORMATION - SERIES 2020 BONDS

Issue Date	October 29, 2020
Final Maturity	May 1, 2051
Average Coupon Rate	3.883%
Maximum Annual Debt Service (MADS)	\$328,438
SOURCES:	
PAR AMOUNT	\$5,785,000
Original Issue Discount	(\$13,008)
Total Net Proceeds	<u>\$5,771,992</u>
USES:	
Project Fund	(\$5,092,367)
Capitalized Interest	(\$216,207)
DSRF (50% MADS)	(\$164,219)
Underwriter's Discount (2%)	(\$115,700)
Cost of Issuance	(\$183,500)
Total Uses	<u>(\$5,771,992)</u>

Source: District Underwriter.

TABLE 4: FINANCING INFORMATION - SERIES 2020 ASSESSMENTS ⁽¹⁾

Average Coupon Rate	3.883%
First Installment	5/1/2022
Final Installment	5/1/2051
Aggregate Initial Principal Amount	\$5,785,000
Aggregate Annual Installment	\$328,438 ⁽²⁾
Estimated Collection Costs	3.00% \$10,598 ⁽³⁾
Estimated Early Payment Discount	4.00% \$14,126 ⁽³⁾
Total Annual Installment	<u>\$353,162</u>

(1) Ultimate collection schedule at the District's discretion.

(2) Based on target annual installments.

(3) May vary as provided by law.

**TREVESTA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA TWO PROJECT)**

TABLE 5: ASSESSMENT ALLOCATION - SERIES 2020 ASSESSMENTS ⁽¹⁾

PRODUCT	UNITS ⁽²⁾	PRODUCT TOTAL PRINCIPAL ⁽³⁾	PER UNIT TOTAL PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽³⁾⁽⁴⁾	PER UNIT ANNUAL INSTLMT. ⁽⁴⁾
Townhome	90	\$1,340,833	\$14,898	\$81,855	\$910
Single Family 50'	172	\$3,631,707	\$21,115	\$221,708	\$1,289
Single Family 60'	33	\$812,461	\$24,620	\$49,599	\$1,503
	295	\$5,785,000		\$353,162	

(1) Allocation of Series 2020 Assessments based on target assessment levels. There will be a recognized in-kind contribution of infrastructure by the Landowner as an assessment credit to certain unit types in order to reach target assessment levels. See Table 6 for the contribution calculation.

(2) The Series 2020 Assessments will be allocated on a first-platted first-assessed basis, and are expected to be absorbed by the 295 platted units shown here.

(3) Product total shown for illustrative purposes only and are not fixed per product type.

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

**TREVESTA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA TWO PROJECT)**

TABLE 6: CONTRIBUTION CALCULATION⁽¹⁾

PRODUCT	UNITS	TOTAL COSTS FUNDED	FUNDED COSTS PER UNIT ⁽³⁾	COSTS PER UNIT BY EAU	CONTRIBUTION PER UNIT	TOTAL CONTRIBUTION ⁽⁴⁾
Townhome	90	\$1,180,296	\$13,114	\$14,126	\$1,011	\$91,024
Single Family 50'	172	\$3,196,885	\$18,587	\$18,587	\$0	\$0
Single Family 60'	33	\$715,185	\$21,672	\$22,304	\$632	\$20,842
	<u>295</u>	<u>\$5,092,367</u> ⁽²⁾				<u>\$111,865</u>

(1) All numbers are based on construction cost and thus are net of financing costs.

(2) Total Series 2020 Project costs to be funded with Series 2020 Bonds. See Table 2.

(3) Per unit costs funded with Series 2020 Bonds.

(4) Total contribution of infrastructure due to the difference between the target and EAU allocation. See Table 2 for the application of the contribution

TREVESTA COMMUNITY DEVELOPMENT DISTRICT SERIES 2020 ASSESSMENT ROLL		
Folio	Series 2020 Principal	Series 2020 Annual ⁽¹⁾
**See legal description	\$5,785,000	\$353,162

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

Exhibit B:
Acquisition of Phases IIIC & IIID Improvements

April 26th, 2022

Trevesta Community Development District
c/o Taylor Nielsen, District Manager
Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, Florida 33578

Re: Letter Agreement for Acquisition of Phase IIIC & IIID Improvements and Work Product

Dear Taylor,

Pursuant to the *Acquisition Agreement* dated October 1, 2020 ("**Acquisition Agreement**"), by and between the Trevesta Community Development District ("**District**") and M/I Homes of Sarasota, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described 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, the District agrees to pay from bond proceeds the amount of \$3,164,805.19, which represents the actual cost of constructing and/or creating the Improvements and Work Product. As of April 22, 2022, the Developer has paid \$2,424,061.71 to the Contractor for the Improvements and Work Product. This amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts – at least the amount of \$740,743.50 may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, the District will process the remaining \$740,743.50 by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements.

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**

Sincerely,
M/I HOMES OF SARASOTA, LLC

Name: Michael E. Stephens
Title: Chairman

Name: Joseph Fontana
Title: Vice President

EXHIBIT A

Description of Phase IIIC & IIID Improvements & Work Product

All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3 and the "Private Access Easements," "Private Drainage Easements", "Public Flowage Easements," and "Public Drainage Easement", identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

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.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00
TOTAL:	\$3,164,805.19	\$2,424,061.71	\$491,722.62	\$249,020.86

**CORPORATE DECLARATION AND AGREEMENT
[PHASE IIIC & IIID IMPROVEMENTS & WORK PRODUCT]**

I, Joseph Fontana, as Vice President of M/I Homes of Sarasota, LLC, a Delaware limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Joseph Fontana and I am Vice President of the Developer. I have authority to make this Declaration 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's *Engineer's Report* dated May 18, 2015, as restated on March 24, 2016, and the *Supplemental Engineer's Report (Assessment Area Two Project)* dated August 6, 2020, as revised on September 24, 2020 ("**Engineer's Report**") describes certain public infrastructure improvements and work product 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 of the public infrastructure 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. 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 property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 26th day of April, 2022.

M/I HOMES OF SARASOTA, LLC

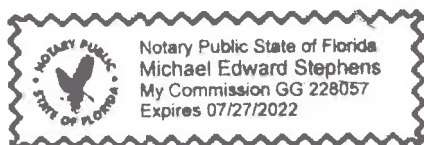
[Signature]
Name: Joseph Fortuna
Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of April, 2022, by Joseph Fortuna as Vice President of M/I Homes of Sarasota, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and 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: Michael E. Stephens
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements and Work Product

EXHIBIT A

Description of Phase IIIC & IIID Improvements & Work Product

All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3 and the “Private Access Easements,” “Private Drainage Easements,” “Public Flowage Easements,” and “Public Drainage Easement”, identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

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.

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 26th day of April, 2022, by **E.T. Mackenzie of Florida, Inc.**, with offices located at 6212 33rd Street East, Bradenton, Florida 34203 ("**Contractor**"), in favor of the **Trevesta Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 9428 Camden Field Parkway, Riverview, Florida 33578.

RECITALS

WHEREAS, pursuant to that certain construction contract ("**Contract**") dated _____ and between Contractor and M/I Homes of Sarasota, 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:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring 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.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** 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, Contractor is owed **\$740,743.48** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

E.T. MACKENZIE OF FLORIDA, INC.

By: [Signature]
Its: [Signature]

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of April, 2022, by Scott Huber as General manager of E.T. Mackenzie of FL, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and 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: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

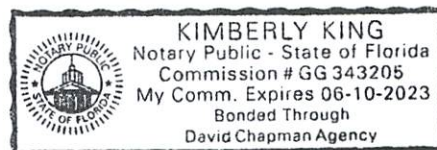


EXHIBIT A
Description of Phase IIIC & IIID Improvements

All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3 and the “Private Access Easements,” “Private Drainage Easements”, “Public Flowage Easements,” and “Public Drainage Easement”, identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
TOTAL:	\$2,972,781.19	\$2,241,187.71	\$482,572.62	\$249,020.86

ACKNOWLEDGMENT AND RELEASE
[PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 22ND day of April, 2022, by Morris Engineering and Consulting, LLC, having offices located at 6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 ("**Professional**"), in favor of the **Trevesta Community Development District ("District")**, which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 9428 Camden Field Parkway, Riverview, Florida 33578.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated March 16, 2020, as amended, and between Professional and M/I Homes of Sarasota, LLC, a Delaware limited liability company ("**Developer**"), Professional has created for Developer certain work product, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; 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, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This

document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Professional (specifically, \$9,150.00 in balance owed) and Developer agrees to timely make payment for all remaining amounts owed. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

**MORRIS ENGINEERING AND CONSULTING,
LLC**



Matthew Morris, P.E.

Florida Registration No. 60434

District Engineer

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of April, 2022, by Matthew Morris as District Engineer of Morris Engineering Consulting and with authority to execute the foregoing on behalf of the entit(ies) identified above, and 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

Name: Mary M. Stephens

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

(NOTARY SEAL)



EXHIBIT A

Description of Phase IIIC & IIID 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 Phase IIIC & IIID Improvements.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00

**DISTRICT ENGINEER'S CERTIFICATE
[PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT]**

April 22, 2022

Board of Supervisors
Trevesta Community Development District

Re: Acquisition of Phase IIIC & IIID Improvements and Work Product

Ladies and Gentlemen:

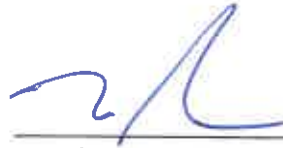
The undersigned is a representative of Morris Engineering and Consulting, LLC ("**District Engineer**"), as District Engineer for the Trevesta Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from M/I Homes of Sarasota, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") and work product ("**Work Product**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan 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 (Assessment Area Two Project)* dated August 6, 2020, as revised on September 24, 2020 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. 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.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements and Work Product.

**MORRIS ENGINEERING AND CONSULTING,
LLC**



Matthew Morris, P.E.

Florida Registration No. 60434

District Engineer

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 22nd day of April, 2022, by
Matthew Morris as District Engineer of
Morris Engineering & Consulting, and with authority to execute the foregoing on behalf of
the entit(ies) identified above, and 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

Name: Mary M. Stephens
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

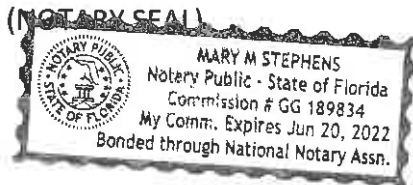


EXHIBIT A

Description of Phase IIIC & IIID Improvements & Work Product

All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3 and the "Private Access Easements," "Private Drainage Easements", "Public Flowage Easements," and "Public Drainage Easement", identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

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.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00
TOTAL:	\$3,164,805.19	\$2,424,061.71	\$491,722.62	\$249,020.86

BILL OF SALE AND LIMITED ASSIGNMENT
[PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 26th day of April, 2022, by and between **M/I Homes of Sarasota, LLC**, a Delaware limited liability company, with an address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

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 property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) **All improvements and work product** described in **Exhibit A** attached hereto; and
- b) **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 foregoing improvements described in **Exhibit A**.

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 set forth in 2. above, 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]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

M/I HOMES OF SARASOTA, LLC

By: [Signature]
Name: Tiffany Huey

[Signature]
Name: Joseph Fontana
Title: Vice President

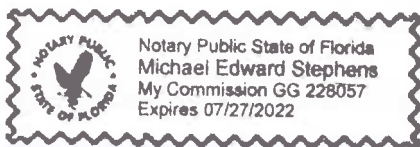
By: [Signature]
Name: Wendy Duen

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of April, 2022, by Joseph Fontana as Vice President of M/I Homes of Sarasota, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and 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: Michael E. Stephens
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Phase IIIC & IIID Improvements & Work Product

All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3 and the “Private Access Easements,” “Private Drainage Easements”, “Public Flowage Easements,” and “Public Drainage Easement”, identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

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.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00
TOTAL:	\$3,164,805.19	\$2,424,061.71	\$491,722.62	\$249,020.86

BILL OF SALE
[PHASE IIIC UTILITIES]

KNOW ALL MEN BY THESE PRESENTS, that **TREVESTA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

1. All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida; and
2. All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All on the property described above, situate, lying and being in the County of Manatee, State of Florida.

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

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 26th day of April, 2022.

WITNESSES:

TREVESTA COMMUNITY DEVELOPMENT
DISTRICT

Signature: [Signature]
Print Name: Tiffany Huey

By: [Signature]
Its: Chairperson

Signature: [Signature]
Print Name: Wendy Duen

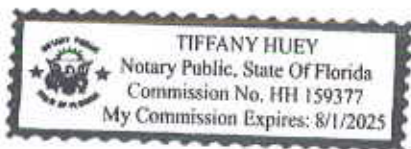
STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2022, by Michael Stephens as Chairperson of District who is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Tiffany Huey
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



WHEREFORE, the County and Seller have executed this Bill of Sale as of this _____ day
of _____, 2022.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
County Administrator

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this _____ day of _____, 2022, by Scott Hopes (County
Administrator) for and on behalf of the Manatee County Board of County Commissioners who is
personally known to me or has produced N/A as identification

NOTARY PUBLIC Signature

Printed Name

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

(This space reserved for Clerk)

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 26th day of April, 2022, by and between **M/I Homes of Sarasota, LLC**, a Delaware limited liability company, with an address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219, and **Trevesta Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**Grantee**") whose address is c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below ("**Property**"):

Tracts B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3, Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for (i) ingress and egress over, upon and across the Property conveyed hereby, (ii) together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, a portion of which shall be conveyed upon completion by separate instrument and which improvements shall not be deemed to be owned by Grantee until such separate conveyance, and (iii) the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall be exercised in a manner consistent with the District's capital improvement plan and the District's obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Property, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

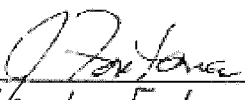
[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESSES

M/I HOMES OF SARASOTA, LLC

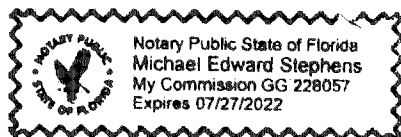
By: 
Name: Tiffany Huey


Name: Joseph Fontana
Title: Vice President

By: 
Name: Wendy Buan

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of April, 2022, by Joseph Fontana as Vice President of M/I Homes of Sarasota, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida

Name: Michael E. Stephens
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

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

(This space reserved for Clerk)

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** ("Agreement") is made and entered into this 26th day of April, 2022, by and among:

M/I Homes of Sarasota, LLC, a Delaware limited liability company, with an address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219 ("**Grantor**"); and

Trevesta Community Development District, a community development district formed pursuant to Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578 ("**District**" or "**Grantee**").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of that certain plat recorded in the Public Records of Manatee County, to wit: Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida ("**Plat**"), Grantor reserved to itself the right to dedicate and/or dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plats; and

WHEREAS, Grantor desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described herein; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **GRANT OF EASEMENT.** Grantor hereby grants – to the extent of the Developer’s, Cassia Association’s and Master Association’s respective interests, if any – to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- (a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities located within Tracts A-1 and A-2 (Private Right-of-Way, Public Utility Easement and Private Drainage Easement) of the Plat.
- (b) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the gravity wall, located within “Private Access Easements,” “Private Drainage Easements,” “Public Flowage Easements,” and “Public Drainage Easement” of the Plat.
- (c) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities located within “Private Access Easements,” “Private Drainage Easements,” “Public Flowage Easements,” and “Public Drainage Easement” of the Plat.

3. **INCONSISTENT USE.** Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein accorded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **DEFAULT.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

5. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or any owner of property upon which the Easement Areas are located seeks to enforce this Easement 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.

6. **CONTROLLING LAW.** This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

7. **PUBLIC RECORDS.** Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

9. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

10. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

13. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

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

WITNESSES

M/I HOMES OF SARASOTA, LLC

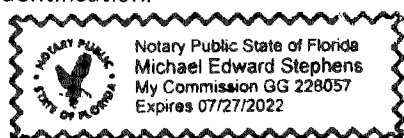
By: *Tiffany Huey*
Name: Tiffany Huey

Joseph Fontana
Name: Joseph Fontana
Title: Vice President

By: *Wendy Duca*
Name: Wendy Duca

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of April, 2022, by Joseph Fontana as Vice President of M/I Homes of Sarasota LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

M. E. Stephens
NOTARY PUBLIC, STATE OF Florida

Name: Michael E. Stephens
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESS

Tiffany Huey
Name: Tiffany Huey

Wendy Duen
Name: Wendy Duen

TREVESTA COMMUNITY DEVELOPMENT
DISTRICT

Michael E. Stephens
Name: Michael E. Stephens
Title: Chairman

STATE OF FLORIDA

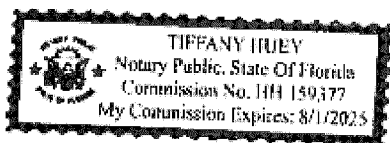
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2022, by Michael Stephens as Chairperson of Trevesta Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tiffany Huey
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Tiffany Huey
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



SUPPLEMENTAL AFFIDAVIT REGARDING COSTS PAID
TREVESTA – BALANCES OWED & RETAINAGE OF PREVIOUSLY ACQUIRED
PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT

STATE OF Florida
COUNTY OF Sarasota

I, Joe Fontana, as Vice President of M/I Homes of Sarasota, LLC, a Delaware limited liability company ("**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 *Supplemental Affidavit Regarding Costs Paid* ("**Supplemental Affidavit**").
2. My name is Joe Fontana, and I am the Vice President of Developer. 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's *Engineer's Report* dated May 18, 2015, as restated on March 24, 2016, and the *Supplemental Engineer's Report (Assessment Area Two Project)* dated August 6, 2020, as revised on September 24, 2020 (together, "**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 Phase IIIC & IIID Improvements and Work Product ("**Phase IIIC & IIID Improvements and Work Product**") described in the Engineer's Report. On or around April 26, 2022, the District acquired the Phase IIIC & IIID Improvements and Work Product from the Developer in the amounts identified below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00
TOTAL:	\$3,164,805.19	\$2,424,061.71	\$491,722.62	\$249,020.86

6. The Developer has previously executed a *Corporate Declaration and Agreement [Phase IIIC & IIID Improvements & Work Product]*, dated April 26, 2022 ("**Prior Declaration**") which accurately identified the Phase IIIC & IIID Improvements and Work Product that had been completed and paid for as of the date of the Prior Declaration.

7. As of the date of the Prior Declaration, and as reflected above, \$740,743.48 was still owed to contractor (remaining balances and retainage) and the Developer agreed to timely make payment for all remaining amounts owed and to ensure that no liens were placed on the property.
8. As of the date of this Supplemental Affidavit, the Developer has further paid to contractors the amount of \$740,743.48 owed to contractors at the execution of the Prior Declaration, as reflected in the Pay Applications attached hereto as **Exhibit A**.
9. Subject to the terms of the *Acquisition Agreement* dated October 1, 2020, between the District and the Developer, the Developer requests to be paid from bond proceeds and/or recognized as a contribution in lieu of assessments, the amount of \$740,743.48 which represents portions of the remaining balances and retainage owed for Phase IIIC & IIID Improvements and Work Product previously acquired by the District, as identified in Section 6 above.
10. In making this Supplemental Affidavit, I understand that the District intends to rely on this Supplemental Affidavit as evidence of payment of portions of the amounts owed to contractors since the execution of the Prior Declaration.

[CONTINUED ON NEXT PAGE]

**SIGNATURE PAGE TO SUPPLEMENTAL AFFIDAVIT REGARDING COSTS PAID
TREVESTA – BALANCES OWED & RETAINAGE OF PREVIOUSLY ACQUIRED
PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT**

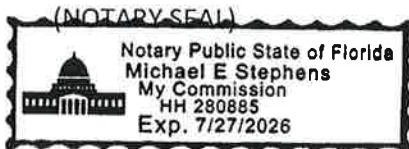
Executed this 4th day of October, 2022.

M/I HOMES OF SARASOTA, LLC


Name: Soc Fontana
Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of October, 2022, by Soc Fontana as Vice President of M/I Homes of Sarasota, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and 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

Name: Michael E. Stephens
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A – Pay Applications

APPLICATION AND CERTIFICATE FOR PAYMENT

SCHEDULE B

TO OWNER: M/I Homes of Sarasota, LLC
8433 Enterprise Circle #200
Lakewood Ranch, FL 34202

PROJECT: Trevesta 3D CDD
M/I Subcontract #: 590891
M/I Vendor #: 2460370

CONTRACTOR: E. T. MacKenzie of Florida, Inc.
6212 33rd Street E.
Bradenton, FL 34203

Engineer: Morris Engineering & Consulting LLC
6997 Professional Parkway East, Suite B
Lakewood Ranch, FL 34240

APPLICATION #: 17
PERIOD TO: 7/31/2022
PROJECT #: 346271980000
CONTRACT DATE: 10/1/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: E. T. MacKenzie of Florida, Inc.

By: [Signature] Date: 8-4-22

State of: FLORIDA
County of: [Blank]
Subscribed and sworn to before me this 4th day of August, 2022

Notary Public: [Signature]
My Commission expires: [Blank]

1 ORIGINAL CONTRACT SUM \$ 735,531.02

2 Net change by Change Orders \$683,147.20

3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,418,678.22

4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,418,678.22

5 RETAINAGE:
a. % of Completed Work 0.00% \$ -
(Columns D + E on G703)

6 TOTAL EARNED LESS RETAINAGE \$ 1,418,678.22
(Line 4 less Line 5 Total)

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (From prior Certificate) \$ 1,347,744.31

8 CURRENT PAYMENT DUE \$70,933.91
proof 70,933.91

9 BALANCE TO FINISH, INCLUDING RETAINAGE 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY

	ADDITIONS	REDUCTIONS
Total changes approved in previous months by Owner	721,172.20	
Total approved this Month	0.00	(38,025.00)
TOTALS	721,172.20	(38,025.00)
NET CHANGES by Change Order	683,147.20	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 70933.91

(Attach explanation if amount certified differs from the amount applied for. Initial all changes on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Matt Morris Date: 8/9/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor must furnish a complete list of suppliers who worked during this pay period and include affidavits from all subcontractors and lien waivers from all suppliers and subcontractors prior to release of funds.

DocuSigned by:
Jacob Deloach
3712B0850BAA461...

8/9/2022

DocuSigned by:
Chris Kemper
3BD14F6D946F46A...


8/9/2022

DocuSigned by:
Michael Stephens
D5ACA0559B89473...

8/10/2022

DocuSigned by:
Trella Schull
5A428AB1A19945E...

8/11/2022



PO 590891
Retainage

SUPPLEMENTAL ENGINEER'S CERTIFICATE
TREVESTA – BALANCES OWED & RETAINAGE OF PREVIOUSLY ACQUIRED
PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT

_____, 2022

Board of Supervisors
Trevesta Community Development District

Re: Balances Owed & Retainage on Previously Acquired Phase IIIC & IIID Improvements & Work Product

Ladies and Gentlemen:

The undersigned, a representative of Morris Engineering and Consulting, LLC ("**District Engineer**"), as engineer for the Trevesta Community Development District ("**District**"), hereby makes the following certifications in connection with the District's prior acquisitions from the Developer of the Phase IIIC & IIID Improvements and Work Product ("**Phase IIIC & IIID Improvements and Work Product**"), as further described in **Exhibit A** attached hereto. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have previously reviewed and inspected the Phase IIIC & IIID Improvements and Work Product identified in **Exhibit A** attached hereto.
2. The Phase IIIC & IIID Improvements and Work Product are within the scope of the District's capital improvement program as set forth in the *Engineer's Report* dated May 18, 2015, as restated on March 24, 2016, and the *Supplemental Engineer's Report (Assessment Area Two Project)* dated August 6, 2020, as revised on September 24, 2020 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I have previously executed a *District Engineer's Certificate*, dated April 22, 2022, for the acquisition of the Phase IIIC & IIID Improvements and Work Product, identified in **Exhibit A** attached hereto, which certified that:
 - a. The improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
 - b. The total costs associated with the Phase IIIC & IIID Improvements and Work Product were equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Phase IIIC & IIID Improvements and Work Product, and (ii) the reasonable fair market value of the Phase IIIC & IIID Improvements and Work Product.

- c. 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.
4. As of the date of the acquisition of the Phase IIIC & IIID Improvements and Work Product, certain amounts were still owed to contractors (remaining balances and retainage) as identified below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00
TOTAL:	\$3,164,805.19	\$2,424,061.71	\$491,722.62	\$249,020.86

The Developer, M/I Homes of Sarasota, LLC ("**Developer**"), agreed to timely make payment for all remaining amounts owed and to ensure that no liens were placed on the property.

5. As of the date of this Supplemental Certificate, the Developer has further paid to contractors the amount of **\$740,743.48** owed to contractors at the execution of the Prior Declaration, as reflected in the Pay Applications attached hereto as **Exhibit A**.
6. With this document I hereby certify that the amounts identified above all relate to the previously acquired Phase IIIC & IIID Improvements and Work Product and that it is appropriate to reimburse the Developer for the amount paid to contractor identified in Section 4.

[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO SUPPLEMENTAL ENGINEER'S CERTIFICATE
TREVESTA – BALANCES OWED & RETAINAGE OF PREVIOUSLY ACQUIRED
PHASE IIIC & IIID IMPROVEMENTS AND WORK PRODUCT

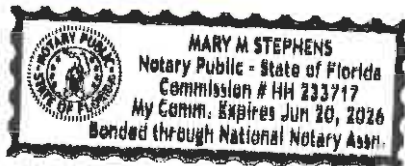
**MORRIS ENGINEERING AND CONSULTING,
LLC**



Matthew Morris, P.E.
Florida Registration No. 68434
District Engineer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3RD day of October, 2022, by Matthew J. Morris, P.E. as District Engineer of Morris Engineering & Consulting, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF FLORIDA

Name: Mary M. Stephens
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Pay Applications

EXHIBIT A

Description of Phase IIIC & IIID Improvements & Work Product

All **Phase IIIC** wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way) identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All **Phase IIIC** potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Tract A1 (designated as Tripoli Drive and Badini Way), identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, L-1, L-2, L-3, L-4, L-5, W-1, W-2 and W-3 and the "Private Access Easements," "Private Drainage Easements", "Public Flowage Easements," and "Public Drainage Easement", identified in the plat known as Trevesta – Phase IIIC & IIID, recorded at Plat Book 73, Page 115, of the Official Records of Manatee County, Florida.

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.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Wastewater, Phase 3C	\$146,643.00	\$124,059.98	\$8,798.58	\$13,784.44
Potable Water, Phase 3C	\$187,172.00	\$168,454.80	\$0.00	\$18,717.20
Stormwater/Drainage	\$2,638,966.19	\$1,948,672.93	\$473,774.04	\$216,519.22
Professional Services & Fees	\$192,024.00	\$182,874.00	\$9,150.00	\$0.00
TOTAL:	\$3,164,805.19	\$2,424,061.71	\$491,722.62	\$249,020.86

APPLICATION AND CERTIFICATE FOR PAYMENT

SCHEDULE B

TO OWNER: M/I Homes of Sarasota, LLC
8433 Enterprise Circle #200
Lakewood Ranch, FL 34202

PROJECT: Trevesta 3D CDD
M/I Subcontract #: 590891
M/I Vendor #: 2460370

CONTRACTOR: E. T. MacKenzie of Florida, Inc.
6212 33rd Street E.
Bradenton, FL 34203

Engineer: Morris Engineering & Consulting LLC
6997 Professional Parkway East, Suite B
Lakewood Ranch, FL 34240

APPLICATION #: 17
PERIOD TO: 7/31/2022
PROJECT #: 346271980000
CONTRACT DATE: 10/1/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1 ORIGINAL CONTRACT SUM \$ 735,531.02

2 Net change by Change Orders \$683,147.20

3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,418,678.22

4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,418,678.22

5 RETAINAGE:
a. % of Completed Work 0.00% \$ -
(Columns D + E on G703)

6 TOTAL EARNED LESS RETAINAGE \$ 1,418,678.22
(Line 4 less Line 5 Total)

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (From prior Certificate) \$ 1,347,744.31

8 CURRENT PAYMENT DUE \$70,933.91
proof 70,933.91

9 BALANCE TO FINISH, INCLUDING RETAINAGE 0.00
(Line 3 less Line 6)

CONTRACTOR: E. T. MacKenzie of Florida, Inc.

By: [Signature] Date: 8-4-22

State of: FLORIDA
County of:
Subscribed and sworn to before me this 4th day of August, 2022
Notary Public: [Signature]
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 70933.91
(Attach explanation if amount certified differs from the amount applied for. Initial all changes on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Matt Morris Date: 8/9/2022
B28449414DCA46B...

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor must furnish a complete list of suppliers who worked during this pay period and include affidavits from all subcontractors and lien waivers from all suppliers and subcontractors prior to release of funds.

CHANGE ORDER SUMMARY

	ADDITIONS	REDUCTIONS
Total changes approved in previous months by Owner	721,172.20	
Total approved this Month	0.00	(38,025.00)
TOTALS	721,172.20	(38,025.00)
NET CHANGES by Change Order	683,147.20	

DocuSigned by:
Jacob Deloach
3712B0850BAA461...

8/9/2022

DocuSigned by:
Chris Kemper
3BD14F6D946F46A...

8/9/2022

DocuSigned by:
Michael Stephens
D5ACA0559B89473...

8/10/2022

DocuSigned by:
Trella Schull
5A428AB1A19945E...

8/11/2022

NOTARY PUBLIC
KIMBERLY KING
Notary Public - State of Florida
Commission # GG 343205
My Comm. Expires 06-10-2023
Bonded Through
David Chapman Agency

PO 590891
Retainage

RESOLUTION 2023-03

[PROJECT COMPLETION RESOLUTION FOR 2020 PROJECT]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING A CERTIFICATE OF THE DISTRICT ENGINEER AND DECLARING THE 2020 PROJECT COMPLETE; ADDRESSING CONTRIBUTION REQUIREMENTS; PROVIDING DIRECTION TO THE TRUSTEE; FINALIZING THE 2020 ASSESSMENTS; AUTHORIZING CONVEYANCES; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Background

WHEREAS, the Trevesta Community Development District ("**District**") was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

2020 Project and 2020 Bonds

WHEREAS, on October 13, 2020, the District issued its \$5,785,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) ("**2020 Bonds**"), to finance a portion of its "**2020 Project**;" and

WHEREAS, the 2020 Bonds were issued pursuant to that certain *Master Trust Indenture*, as supplemented by the *Fourth Supplemental Trust Indenture*, each between the District and Regions Bank ("**Trustee**") and dated March 1, 2016 and October 1, 2020, respectively (collectively, the "**2020 Indenture**," together with the 2016 Indenture, the "**Indenture**"); and

WHEREAS, the 2020 Project originally was estimated to cost approximately \$8,577,000 and is described in the *Supplemental Engineer's Report (Assessment Area Two Project)*, dated August 6, 2020, as revised September 24, 2020, as further revised September 30, 2020 ("**Engineer's Report**"); and

WHEREAS, the 2020 Project includes, among other things, stormwater management, utilities (water & sewer), and other infrastructure; and

WHEREAS, in order to secure repayment of the 2020 Bonds, and pursuant to Resolutions 2020-12, 2020-13, and 2021-02 (together, and among other assessment resolutions, "**2020 Assessment Resolution**"), the District levied and imposed special assessment lien(s) (together, "**2020 Assessments**"), which are levied and imposed on certain benefitted lands (i.e., the "**2020 Assessment Area**") within Assessment Area Two of the District; and

WHEREAS, the 2020 Assessments are further described in the *Master Special Assessment Allocation Report – Assessment Area Two*, dated August 6, 2020, and as supplemented by the *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2020 (Assessment Area Two Project)*, dated October 13, 2020 (together, "**2020 Assessment Report**"); and

WHEREAS, generally stated, the 2020 Project specially benefits the assessable lands in the 2020 Assessment Area, as set forth in the 2020 Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the 2020 Project financed with the 2020 Bonds to the specially benefited properties within the District as set forth in the 2020 Assessment Resolution and this Resolution; and

Completion of Project

WHEREAS, the 2020 Project, and all components thereof, have been completed; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer has executed and delivered an Engineer's Certificate ("**Engineer's Certificate**"), attached hereto as **Exhibit A**, wherein the District Engineer certified the 2020 Project complete; and

WHEREAS, the District has also made certain determinations in connection with the completion of the 2020 Project, as set forth in **Exhibit B** ("**District Certificate**"); and

WHEREAS, upon receipt of and in reliance upon the Engineer's Certificate, the District's Board desires to certify the 2020 Project complete in accordance with the Indenture and pursuant to Chapter 170, *Florida Statutes*; and

WHEREAS, based on the Engineer's Certificate, the Board desires to declare the 2020 Project complete for purposes of the Indenture and Chapter 170, *Florida Statutes*;

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

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORITY. This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. ACCEPTANCE OF ENGINEER'S CERTIFICATE. The Board hereby accepts the Engineer's Certificate, attached hereto as **Exhibit A**, and certifies the 2020 Project complete in accordance with the Assessment Resolution, the Indenture and Chapter 170 of the *Florida Statutes*. The Completion Date, as that term is defined in the Master Trust Indenture, shall be the date of the Engineer's Certificate.

4. SATISFACTION OF CONTRIBUTION REQUIREMENTS. As noted in **Exhibit B**, the Developer has satisfied any and all Contribution Requirements (as defined in **Exhibit B**), and the District hereby formally recognizes the satisfaction of all Contribution Requirements relating to the 2020 Assessments.

5. DIRECTION TO TRUSTEE. District Staff is directed to send notify the Trustee for the 2020 Bonds of the completion of the 2020 Project, effect any final transfers of funds from the Series 2020 Acquisition and Construction Account pursuant to a requisition payable to the Developer for acquisition of the remaining portions of the 2020 Project, and close the account.

6. FINALIZATION OF 2020 ASSESSMENTS. Pursuant to Section 170.08, *Florida Statutes*, and the 2020 Assessment Resolution, and because the 2020 Project is complete, the 2020 Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the 2020 Project. Because all of the original construction proceeds from the 2020 Bonds were used to construct the 2020 Project, and all Contribution Requirements were satisfied, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the 2020 Assessment Resolution, the 2020 Assessments are hereby finalized in the amount of the outstanding debt due on the 2020 Bonds in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the 2020 Assessment Report and the Final Assessment Lien Roll on file with the District Manager.

7. REAL ESTATE CONVEYANCES; PERMITS. In connection with the District's 2020 Project, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, has executed plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "Conveyances"). All such Conveyances are hereby ratified, if not previously approved, and any remaining Conveyances are expressly authorized.

8. MUTUAL RELEASE. Because the 2020 Project is complete, the District hereby authorizes execution of the Mutual Release of Obligations, attached hereto as **Exhibit C**.

9. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. TRUE-UP PAYMENTS. Pursuant to the 2020 Assessment Resolution, among other documents, there may be required from time to time certain true-up payments. Nothing herein shall be deemed to amend or alter the requirement to make true-up payments as and when due.

11. GENERAL AUTHORIZATION. The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

12. CONFLICTS. All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the 2020 Assessment Resolution which remains in full force and effect. This Resolution and the 2020 Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

13. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

14. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption, but only after payment of any remaining amounts from the Series 2020 Acquisition and Construction Account.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

**TREVESTA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: District Engineer's Certificate
Exhibit B: District Certificate
Exhibit C: Mutual Release of Obligations

EXHIBIT A

ENGINEER'S CERTIFICATE
COMPLETION OF 2020 PROJECT

_____, 202__

Board of Supervisors
Trevesta Community Development District

Regions Bank, as Trustee

RE: Certificate of Completion for 2020 Project

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the District's "**2020 Project**" as described in the *Supplemental Engineer's Report (Assessment Area Two Project)*, dated August 6, 2020, as revised September 24, 2020, as further revised September 30, 2020. It is also furnished pursuant to Section 4.01(a) of the *Fourth Supplemental Trust Indenture*, dated October 1, 2020 and relating to the \$5,785,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) ("**2020 Bonds**"). This Certificate is intended to evidence the completion of the 2020 Project undertaken by the District. The undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. I have reviewed certain available documentation, including, but not limited to, agreements, invoices, plans, plats, deeds, bills of sale, and other documentation relating to the District's 2020 Project and have had an opportunity to inspect the improvements and work product comprising the 2020 Project.

2. It is my professional opinion that:

- a. The 2020 Project, and all components thereof, have been acquired, constructed and installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
- b. To the best of my knowledge and belief, and after reasonable inquiry, all labor, services, materials, and supplies used in the 2020 Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
- c. The purchase price paid by the District for the 2020 Project is no more than the lesser of: (1) the fair market value of such improvements and work product at the time of construction, and (2) the actual cost of construction of such improvements and creation of the work product.
- d. The 2020 Project cost at least the amount of (i) the acquisition and construction proceeds available from the 2020 Bonds, plus (ii) applicable assessment contributions as set forth in the District's assessment methodologies.
- e. The 2020 Project, as completed, continues to provide sufficient benefit to support the 2020 Assessments on Assessment Area Two.

3. As part of the 2020 Project, the District did not fund any improvements that generated impact fee credits or similar credits.

4. All plans, permits and specifications necessary for the operation and maintenance of the improvements made for the 2020 Project are complete, in good standing, and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance. The following permits are the only permits necessary for the District's operation of the 2020 Project, and they have been transferred, or are being transferred, into the District's name at least with respect to the 2020 Project:

5. The Date of Completion of the 2020 Project shall be the later of (i) the date of this certificate stated above, or (ii) the payment of the remaining monies in the Series 2020 Acquisition and Construction Account to the Developer and pursuant to a valid requisition for remaining 2020 Project costs.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

MORRIS ENGINEERING AND CONSULTING, LLC

Matthew Morris, P.E.
Florida Registration No. _____
District Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, P.E., District Engineer of the Trevesta Community Development District, who is personally known to me or who has produced _____ as identification, and did [☐] or did not [☐] take the oath.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING PROJECT COMPLETION**

_____, 202__

Board of Supervisors
Trevesta Community Development District

Regions Bank, as Trustee

RE: Completion of 2020 Project

This Certificate is furnished in accordance with Chapter 170, *Florida Statutes*, and pursuant to Section 4.01(a) of the *Fourth Supplemental Trust Indenture*, dated October 1, 2020 and relating to the \$5,785,000 Special Assessment Bonds, Series 2020 (Assessment Area Two). This Certificate is intended to address certain matters in connection with the completion of the 2020 Project, as defined in the trust indenture for the 2020 Bonds. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the District's Project Completion Resolution for 2020 Project (i.e., Resolution 2022-____).

The District Manager, Rizzetta & Company, Inc., has made the following certifications:

1. ***Finalization of Assessments***

- a. The District has spent all monies from the applicable construction account for the 2020 Project, with the exception of certain minimal amounts that are due and payable to the Developer pursuant to valid requisitions, and that are expected to be paid in due course and within 30 days from the date of this Certificate.
- b. The Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the reduction of 2020 Assessments to meet target levels, and/or to repay any impact fee credits.
- c. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the 2020 Bonds.
- d. Accordingly, and pursuant to Section 170.08, Florida Statutes, no credit is due in connection with finalizing the 2020 Assessments. The benefit to the lands subject to the 2020 Assessments from the completed 2020 Project is sufficient to support the 2020 Assessments, and the 2020 Assessments are fairly and reasonably allocated consistent with the Assessment Report.
- e. Further, the 2020 Assessments are sufficient to pay the remaining debt service on the 2020 Bonds.
- f. Based on a review of the applicable plats for all lands within the District, no true-up is presently due and owing at this time under the Assessment Resolutions.

2. **Direction to Trustee** – Upon payment of any remaining monies in the Series 2020 Acquisition and Construction Account, please accept the certificate of the District Engineer certifying the 2020 Project complete, and close the accounts.

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Project Completion.

RIZZETTA & COMPANY, INC.

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, on behalf of Rizzetta & Company, Inc. as Assessment Consultant for the Trevesta Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT C

MUTUAL RELEASE

This Mutual Release ("**Release**") is made and entered into by and between:

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

M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company, with a mailing address of 4131 Worth Avenue, Suite 500, Columbus, Ohio 43219 ("**Developer**").

RECITALS

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

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

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

WHEREAS, on October 29, 2020, the District issued its \$5,785,000 Special Assessment Bonds, Series 2020 (Assessment Area Two) ("**2020 Bonds**"), to finance a portion of its "**2020 Project**"; and

WHEREAS, the 2020 Project is described in the *Supplemental Engineer's Report (Assessment Area Two Project)*, dated August 6, 2020, as revised September 24, 2020, as further revised September 30, 2020 ("**Engineer's Report**"); and

WHEREAS, in connection with the 2020 Bonds, the District entered into certain agreements with the Developer, including the *Completion Agreement (Assessment Area Two)*, dated October 29, 2020 ("**2020 Completion Agreement**"), and the *Acquisition and Advanced Funding Agreement (Assessment Area Two Project)*, dated September 24, 2020 ("**2020 Acquisition Agreement**"); and

WHEREAS, the District is in the process of declaring the 2020 Project complete, and the parties desire to provide mutual releases relating thereto.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. RECITALS. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. MUTUAL RELEASES. This Section 2 shall only become effective upon payment to the Developer of the remaining funds in the District's Series 2020 Acquisition and Construction Account for the 2020 Bonds, which amount of funds is estimated to be approximately \$_____.

The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the 2020 Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the 2020 Acquisition Agreement, 2020 Completion Agreement, applicable Trust Indenture or any other agreement, to the Developer and relating in any way to the 2020 Project or 2020 Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the 2020 Project or 2020 Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the 2020 Project or 2020 Bonds.

In consideration therefor, and with the exception that the Developer shall reasonably cooperate to transfer to the District the remaining permits for the 2020 Project, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the 2020 Project or any portions thereof, and any of the 2020 Acquisition Agreement or 2020 Completion Agreement. The District further agrees that the Developer has satisfied any and all contribution requirements.

3. ASSESSMENTS. Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments owed to the District and levied on lands owned by the Developer.

4. EFFECTIVE DATE. The releases contained herein shall take effect upon execution of this Release.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute this Release to be effective as of the __ day of _____, 2022.

**TREVESTA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

M/I HOMES OF SARASOTA, LLC

By: _____
Its: _____