



Rizzetta & Company

Summit View Community Development District

Board of Supervisors' Meeting August 6, 2021

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
813.994.1001**

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the office of Rizzetta & Company, Inc., located at:
5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Doug Weiland Natalie Feldman Robert Tankel Pete Williams John Blakely	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Jennifer Kilinski	KE Law Group
District Engineer	Paul Skidmore	Florida Design Consultants

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 (813) 933-5571. 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.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.summitviewcdd.org

August 4, 2021

**Board of Supervisors
Summit View Community
Development District**

REVISED AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, August 6, 2021 at 11:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the revised agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Ratification of Assignment, Acknowledgement and UCC
Filing Forms for Assignment of Lot Sales Proceeds..... Tab 1
 - B. Ratification of Supplemental Engineer's Report Tab 2
 - C. Ratification of Supplemental Methodology Tab 3**
 - D. Consideration of Resolution 2021-31; Revised
Levying Assessments Tab 4
 - E. Consideration of Resolution 2021-36 Supplemental
Assessment for the Series 2021A and Series 2021B Bonds.. Tab 5
 - F. Ratification of Termination of Construction
Management Contract Tab 6
 - G. Ratification of Amendments to Construction Agreement with
Deeb Construction Tab 7
 - H. Consideration of True-up Agreement Tab 8
 - I. Consideration of Collateral Assignment..... Tab 9
 - J. Consideration of Declaration of Consent Tab 10
 - K. Consideration of Completion Agreement..... Tab 11
 - L. Ratification of Joint Letter between HGS and KE Law Group. Tab 12
 - M. Ratification of Fee Agreement with KE Law Group..... Tab 13
 - N. Consideration of Resolution 2021-37, Registered
Agent for Summit View CDD Tab 14
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. Interim Engineer
 - C. District Manager

- 5. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 6. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,
Matthew Huber
Matthew Huber
Regional District Manager

Tab 1

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

Jennifer Kilinski, 850-425-2335

B. Email Address jenk@hgslaw.com

C. SEND ACKNOWLEDGEMENT TO:

Name Jennifer Kilinski

Address Hopping Green & Sams P.A.
119 S Monroe Street, Suite 300
Tallahassee, FL 32301

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Summit View, LLC				
1.b INDIVIDUAL'S SURNAME Weiland	FIRST PERSONAL NAME Douglas	ADDITIONAL NAME(S)/INITIAL(S) J.	SUFFIX	
1.c MAILING ADDRESS Line One 344 East Lake Road, #172	This space not available.			
MAILING ADDRESS Line Two	CITY Palm Harbor	STATE FL	POSTAL CODE 34685	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME Summit View Community Development District				
3.b INDIVIDUAL'S SURNAME Brizendine	FIRST PERSONAL NAME Scott	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 3434 Colwell Avenue, Suite 200	This space not available.			
MAILING ADDRESS Line Two	CITY Tampa	STATE FL	POSTAL CODE 33614	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Moneys received by Debtor from that certain *Lot Purchase Agreement* between Debtor and D.R. Horton, Inc. for Summit View, which moneys are required to be remitted to the Secured Party through the Summit View Community Development District pursuant to that certain *Assignment of Closing Proceeds*.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR
☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
☒ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

Instructions for State of Florida UCC Financing Statement Form (Form UCC-1)

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u>	<u>Overnight Courier Service</u>
FLORIDAUCC, LLC.	FLORIDAUCC, LLC.
PO Box 5588	2002 Old St. Augustine Rd. Bldg. D
Tallahassee, FL 32314	Tallahassee, FL 32301
- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

Tab 2

SUPPLEMENTAL REPORT NO. 1

TO

**AMENDED AND RESTATED
MASTER ENGINEER'S REPORT DATED JUNE 2, 2021
FOR THE
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT
13350 HAPPY HILL ROAD, DADE CITY, FL 33525**

PREPARED FOR:

BOARD OF SUPERVISORS
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



3030 Starkey Boulevard
Trinity, Florida 34655

June 17, 2021

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

AMENDED AND RESTATED MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan (“**CIP**”), and estimated costs of the CIP (as set forth in Appendix A hereto), for the Summit View Community Development District (“**District**” or “**CDD**”). The District was established on July 12, 2005 by the City Commission of the City of Dade City, pursuant to Ordinance 2005-0894. The Developer of the project within the District is Summit View LLC (the “**Developer**”), who is the current sole owner of the land of the District (Exhibit A below).

The CIP, as described herein, contains improvements that are within the scope of the “Projects” defined in the Final Judgment entered on September 21, 2005 by the Circuit Court of the Sixth Judicial Circuit in *Summit View Community Development District v. The State of Florida, et al.*, Case No. 51-2005-CA002129 ES, Section B.

The District will be divided into two (2) phases. This Supplemental Report will be for Phase 1 only.

2. GENERAL SITE DESCRIPTION

The site is 135.35 acres located within the City of Dade City (the “**City**”) and lies entirely in Section 32, Township 24 South, Range 21. The site is approximately 1 mile ± north of State Road 52 on the east side of Happy Hill Road. The project consists of 396 Single-Family Residential Units, 59.31 acres of Residential Development, 21.75 acres of District Roads, 3.24 acres of Recreational Facilities, and 51.05 acres of Storm Management Ponds and Open Space.

As noted in **Exhibit A**, the District’s boundaries include approximately 135.35 acres of land located in the City.

3. PROPOSED PROJECT

The CIP is intended to provide public infrastructure improvements for the lands within the District, which lands are planned for 396 single-family residential units. Phase 1 encompasses 73.77 acres and will consist of 185 single family lots located in Phase 1A and 2B (the “2021 Project Area”).

The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count, by type. A legal description is attached hereto as **Exhibit C**.

The CIP includes the following infrastructure categories:

Roadway Improvements

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders owned and maintained by the CDD. All roads will be designed in accordance with City standards.

Stormwater Management System

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to on site retention ponds. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District (“SWFWMD”) and the City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including inlets and storm sewer systems within the right-of-way. A portion of the stormwater improvements were constructed in 2018 by the Developer and are being acquired by the District.

Water and Wastewater Utilities

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

The water and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance.

Hardscape and Landscape

The District will construct and/or install landscaping and hardscaping within District common areas and rights-of-way. The hardscaping will consist of entry features and landscaping.

Installation, operation, and maintenance of any irrigation system will be the responsibility of the Homeowners’ Association.

All such landscaping and hardscaping will be owned, maintained, and funded by the District. Such infrastructure shall be within the rights-of-way owned by the CDD, and maintained by the CDD in order to be funded by the CDD.

Undergrounding of Electrical Utility Lines

The CIP does, however, include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community, which is a requirement within the City. Any lines and transformers located in such areas would be owned by Tampa Electric Company and not paid for by the District as part of the CIP.

Recreational Amenities

In conjunction with the construction of the CIP, the District intends to construct walking trails throughout the District.

The District is not anticipated to finance additional amenities, parks, and other common areas for the benefit of the District (“Non CDD Amenity Improvements”). These Non CDD Amenity Improvements will be funded and, are anticipated to be owned, by the Homeowners’ association for ownership, operation, and maintenance.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying, architectural and legal fees associated with the CIP, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements

All roadway, water, wastewater, and stormwater system components associated with the improvements along Happy Hill Road and Roth Lane are considered off-site improvements and are included within this category of improvement expected to be financed by the District.

As noted, the District’s CIP functions as a system of improvements benefitting all lands within the District.

The following table shows who will finance, own and operate the various improvements of the CIP:

TABLE A

<u>Facility Description</u>	<u>Ownership</u>	<u>O&M Entity</u>
Roadways	CDD	CDD
Stormwater Management	CDD	CDD
Utilities (Water and Sewer)	City	City
Hardscape/Landscape	CDD	CDD
Undergrounding of Conduit	CDD	CDD
Off-Site Improvements	City	City

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

	<u>Approved</u>	<u>Expiration</u>
Dade City Zoning Ordinance No.: 2020-23	December 8, 2020	N/A
Dade City Land Use Ord. 2005-0888	October 25, 2005	N/A
Dade City PUD Rezoning Ord. 2005-0905 Amended	January 10, 2006 December 8, 2021	PD-H1 N/A
Dade City Prel. Dev. Plan 03/16/2005	August 31, 2018	N/A
Dade City Mass Grading Plan 11/14/2007	August 31, 2018	Same as SWFWMD
Dade City Phase 2B Final Subdivision Plat	Pending	
Dade City Ph. I & II Const. Plans 11/14/2007 As revised by plans to be submitted by 3/5/2021	Confirmed	N/A
Dade City Offsite Utilities	September 2018	N/A
Pasco R/W Exist. 01/11/2006, 12/20/2007	August 19, 2014	N/A
SWFWMD ERP 44030817.000 Mining	September 16, 2006	September 19, 2011
SWFWMD ERP 44030817.007 (Ext of .000)	August 28, 2014	August 28, 2019
44030817.016 (Ext of .007)	June 27, 2019	January 25, 2022
44030817.025 (Ext of .016)	January 16, 2020	August 16, 2022
SWFWMD ERP 44030817.002 Letter Mod	December 4, 2006	December 4, 2011
SWFWMD ERP 44030817.003 Phase 2	August 23, 2007	August 23, 2012
SWFWMD ERP 44030817.004 Phase 1	August 23, 2007	August 23, 2012
SWFWMD ERP 44030817.008 (Ext of .002)	August 28, 2014	August 28, 2019
44030817.017 (Ext of .008)	June 27, 2019	January 25, 2022
44030817.026 (Ext of .017)	January 16, 2020	August 16, 2022
SWFWMD ERP 44030817.006 Letter Mod	May 6, 2009	September 19, 2011
SWFWMD ERP 44030817.011 (Ext of .006)	August 28, 2014	August 28, 2019
44030817.019 (Ext of .011)	June 27, 2019	January 25, 2022
SWFWMD ERP 44030817.009 (Ext of .003)	August 28, 2014	August 28, 2019
44030817.020(Ext of .009)	June 27, 2019	January 25, 2022
44030817.024(Ext of .020)	January 16, 2020	August 16, 2022

		<u>Approved</u>	<u>Expiration</u>
SWFWMD ERP	44030817.010 (Ext of .004)	August 28, 2014	August 28, 2019
	44030817.021 (Ext of .010)	June 27, 2019	January 25, 2022
	44030817.023 (Ext of .021)	January 16, 2020	August 16, 2022
SWFWMD ERP	44030817.018	June 27, 2019	March 9, 2023
SWFWMD WUP	20001194.003	May 14, 2018	May 14, 2028
FDEP NOI NPDES Phase II		July 11, 2018	July 11, 2023
FDEP NOI NPDES Phase I		September 29, 2018	September 28, 2023
FDEP Water		October 19, 2018	October 18, 2023
FDEP Wastewater		November 30, 2018	November 29, 2023

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table B shown below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table B are reasonable and consistent with market pricing.

TABLE B

Infrastructure	Master	2021 Project Area Phase 1	Future Phase 2 Area	Total CIP
Roadways	\$532,439.00	\$783,520.29	\$951,133.90	\$2,267,093.19
Stormwater Management	\$122,497.00	\$2,528,686.05	\$2,210,131.28	\$4,861,314.33
Utilities (Water and Sewer)	\$435,659.00	\$760,071.14	\$1,195,183.78	\$2,390,913.92
Utilities Commitment/Impact Fees	\$1,042,272.00	\$0.00	\$1,042,272.00	\$2,084,544.00
Hardscape/Landscape	\$0.00	\$83,300.00	\$86,700.00	\$170,000.00
Undergrounding of Conduit	\$0.00	\$52,800.00	\$57,275.00	\$110,075.00
Recreational Amenities, Walking Trails	\$0.00	\$49,000.00	\$51,000.00	\$100,000.00
Professional Services*	\$378,405.00	\$0.00	\$0.00	\$378,405.00
Offsite Improvements	\$433,254.17	\$0.00	\$0.00	\$433,254.17
Contingency	\$0.00	\$298,777.25	\$341,002.73	\$639,779.98
TOTAL	\$2,944,526.17	\$4,556,154.73	\$5,934,698.69	\$13,435,379.59

The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

*All Master Costs occur at the timing of Phase 1 except for the \$293,830.00 which is timed to occur during Phase 2 and is included in the total in the above Professional Fees.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- The estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in Pasco County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years;
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and
- The CIP will function as a system of improvements benefitting all lands within the District.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site at the expense of the Developer.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Paul E. Skidmore, P.E.

Date

FL License No. 39631

g:\projects\summit view\reports\summit view cdd supplemental report final 6 17 2021.docx

EXHIBIT “A”

ABBREVIATION LEGEND:

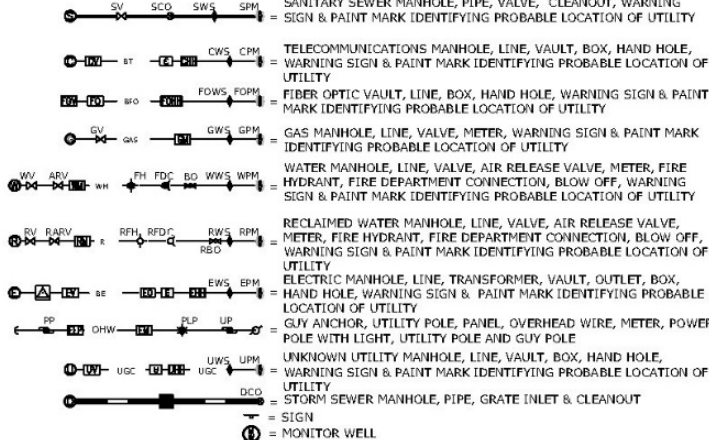
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

SCHEDULE B-II: (PER COMMITMENT)

- ABBREVIATION LEGEND:**

A/C = AIR CONDITIONER
ADW = ASPHALT DRIVEWAY
BC = BACK OF CURB
BWF = WIRE OR BARBED WIRE FENCE
C (C) = CALCULATED DATA
CB = CABLE / TELECOMMUNICATIONS BOX
CCR = CERTIFIED CORNER RECORD
CDW = CONCRETE DRIVEWAY
CLF = CHAIN LINK FENCE
CMP = CORRUGATED METAL PIPE
CO = CLEANOUT
CONC = CONCRETE
CPB = CONDO PLAT BOOK
CPF = CORRUGATED PLASTIC PIPE
CSW = CONCRETE SIDEWALK
CVC = COVERED CONC
(D) = DEED DATA
DB = DEED BOOK
DBH = DIAMETER BREAST HEIGHT
DMH = DRAINAGE MANHOLE
EB = ELECTRIC BOX
ELEC = ELECTRIC
EOW = EDGE OF WATER
EP = EDGE OF PAVEMENT
EPM = ELECTRIC PAINT MARK
ERCP = ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT = EASEMENT
FE = FINISHED FLOOR ELEVATION
FH = FINE HYDRANT
FCM = FOUND CONCRETE MONUMENT (AS NOTED)
FDDT = FOUND DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD (AS NOTED)
FID = FOUND NAIL AND DISK (AS NOTED)
FNL = FOUND NAIL
FOB = FIBER OPTIC BOX
FOP = FOUND OPEN PIPE
FOV = FIBER OPTIC VAULT
FPP = FOUND PINCHED PIPE
FRS = FOUND RAILROAD SPIKE
FXC = FOUND X-CUT
GI = GRATE INLET
GPM = GAS PAINT MARK
GUY = GUY ANCHOR
GV = GAS VALVE
IE = INVERT ELEVATION
IHH = IRRIGATION HAND HOLE
IV = IRRIGATION VALVE
(L) = LEGAL DESCRIPTION DATA
LP = LIGHT POLE
(M) = MEASURED DATA

MAS = MASONRY
MB = MAILBOX
MES = MITERED END SECTION
MOL = MORE OR LESS
NAD = NORTH AMERICAN DATUM
NAVd = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
NP = NORMAL POOL ELEVATION
NR = NON-RADIAL
OA = OVERALL
OHW = OVERHEAD WIRE
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT DATA
PAO = PROPERTY APPRAISERS OFFICE
PB = PLUMB BOCK
PED = PEDESTRIAN CROSSWALK SIGNAL
PG(S) = PAGE(S)
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POL = POINT ON LINE
PP = POWER/UTILITY POLE
PVC = POLYVINYL CHLORIDE PIPE
PVCF = PVC FENCE
RCP = REINFORCED CONC PIPE
R/W = RIGHT-OF-WAY
RWM = RIGHT-OF-WAY MAP
SCM = SET 4"x4" CONCRETE MONUMENT
PRM LB 8342
SEC = SECTION, TOWNSHIP AND RANGE
SHW = SEASONAL HIGH WATER ELEVATION
SIR = SET IRON ROD 1/2" LB 8342
SMH = SANITARY MANHOLE
SND = SET NAIL AND DISK LB 8342
SPM = SANITARY PAINT MARK
SRD = STATE ROAD DEPARTMENT
S/W = SIDEWALK
WDF = WOOD FENCE
WM = WATER METER
WPM = WATER PAINT MARK
WV = WATER VALVE
TBM = TEMPORARY BENCHMARK
THH = TRAFFIC HAND HOLE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TSB = TRAFFIC SIGNAL BOX
TSP = TRAFFIC SIGNAL POLE
TSV = TRAFFIC SIGNAL VAULT
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE



_____ = BOUNDARY
 TOS ***** = TOE OF SLOPE
 TOB ▲ ▲ ▲ ▲ = TOP OF BANK
 - - - - - = RIGHT-OF-WAY
 _____ = CENTERLINE

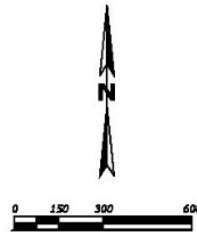
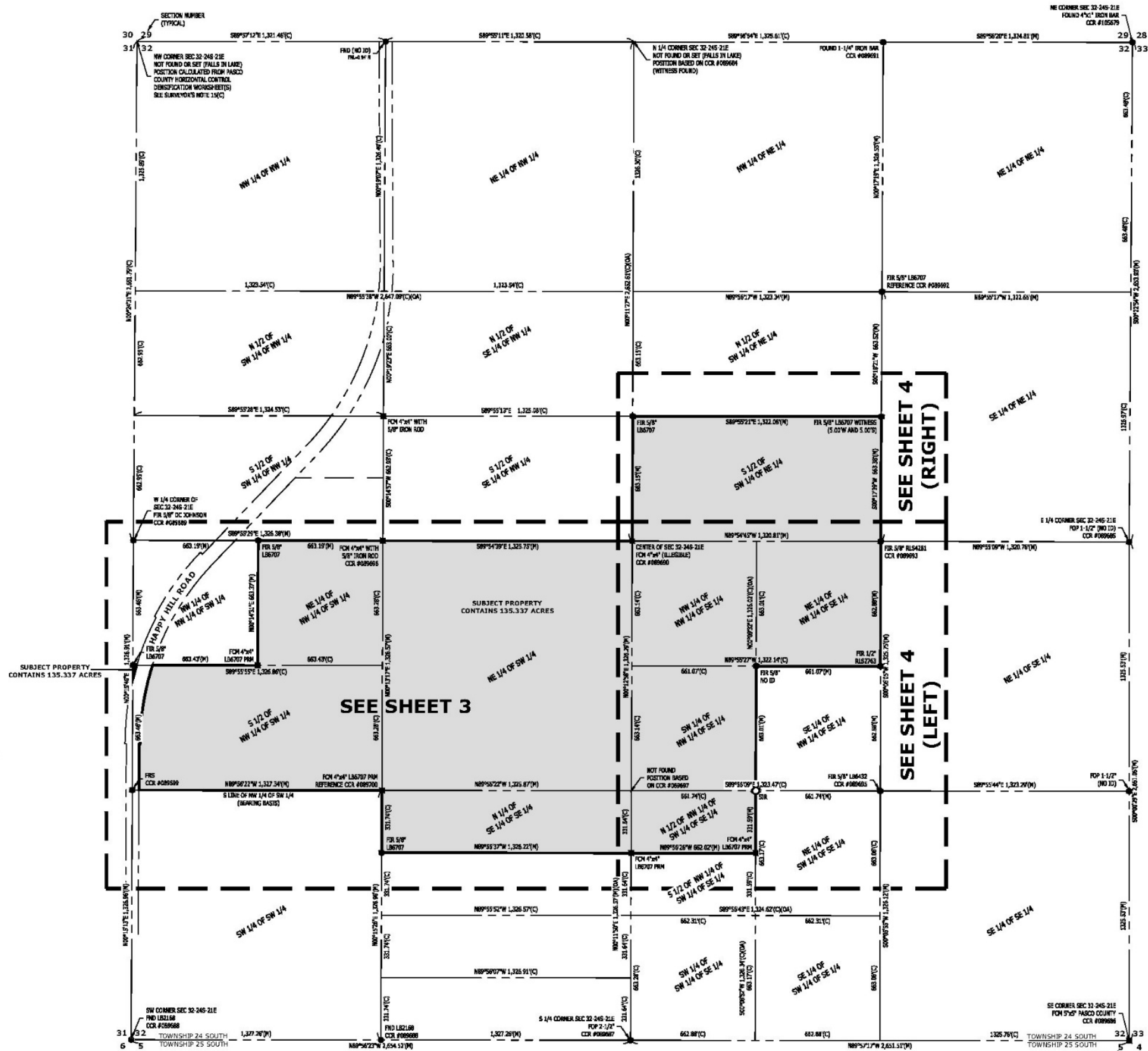
1. TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC SURVEY. THE INTENT OF THE TOPOGRAPHIC SURVEY IS TO SHOW A LIMITED NUMBER TRAJECTS TO FACILITATE COMPARISON WITH LIDAR TOPOGRAPHIC DATA. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

- FLORIDA LAND DESIGN & PERMITTING, INC.

JOSEPH E. BECKMAN, PSM
STATE OF FLORIDA LS7204

D.R. HORTON, INC., A DELAWARE CORPORATION
FIRST AMERICAN TITLE INSURANCE COMPANY
BOOTH & COOK, P.A.
SUMMIT VIEW, LLC

— SUBJECT PROPERTY

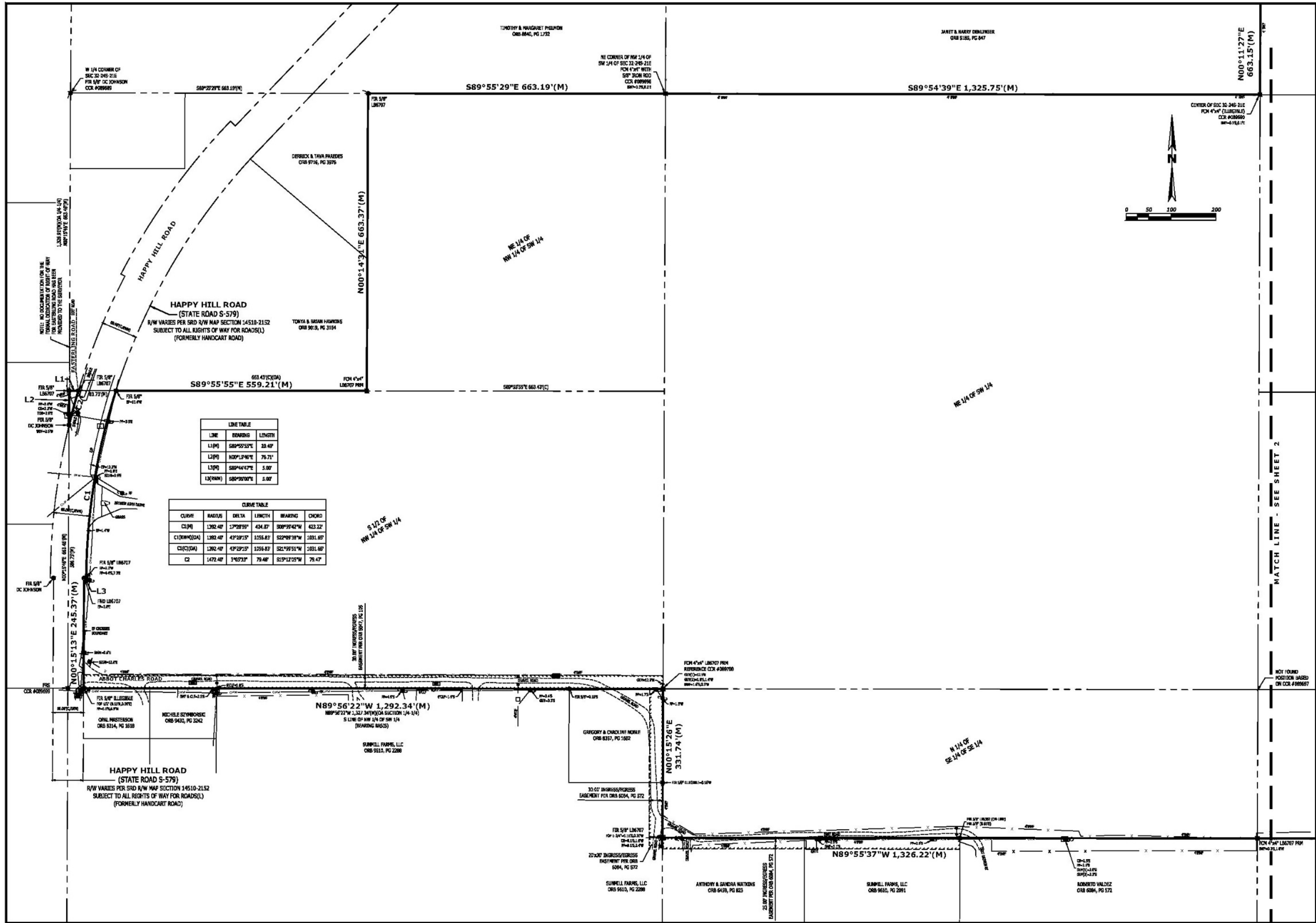


KEY MAP AND SECTION BREAKDOWN SHEET

Florida Land Design & Permitting

3035 OCEAN BLVD. SUITE 100
FORT MYERS, FL 33905
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E-MAIL: info@fldesign.com
ENGINEER # 13842
SURVEYOR # 13842

PROJECT NO. 1039	
PROJECT NAME SUMMIT VIEW	
SHEET NAME BOUNDARY SURVEY	
DATE 3/10/2021	SHEET 2 OF 4



Florida Land
Design &
Permitting

2022-1039

2020-1039

0003/0004

JEB

3/10/2021

3 of 4

Summit View, LLC

Summit View

Boundary Survey

PROJECT NO.

PROJECT NAME

SHEET NAME

1039

2020-1039

0003/0004

JEB

3/10/2021

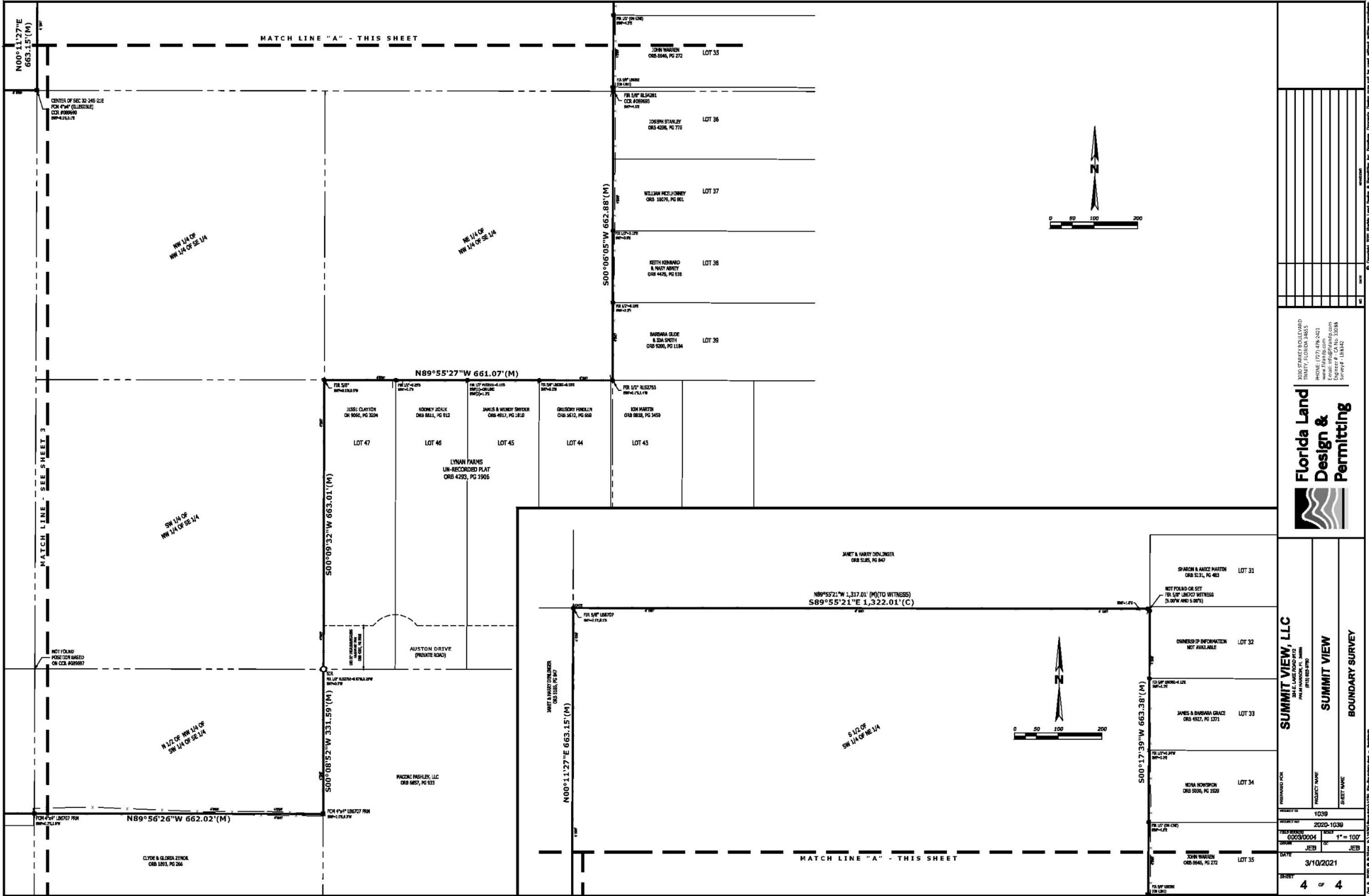
3 of 4

Summit View, LLC

Summit View

Boundary Survey

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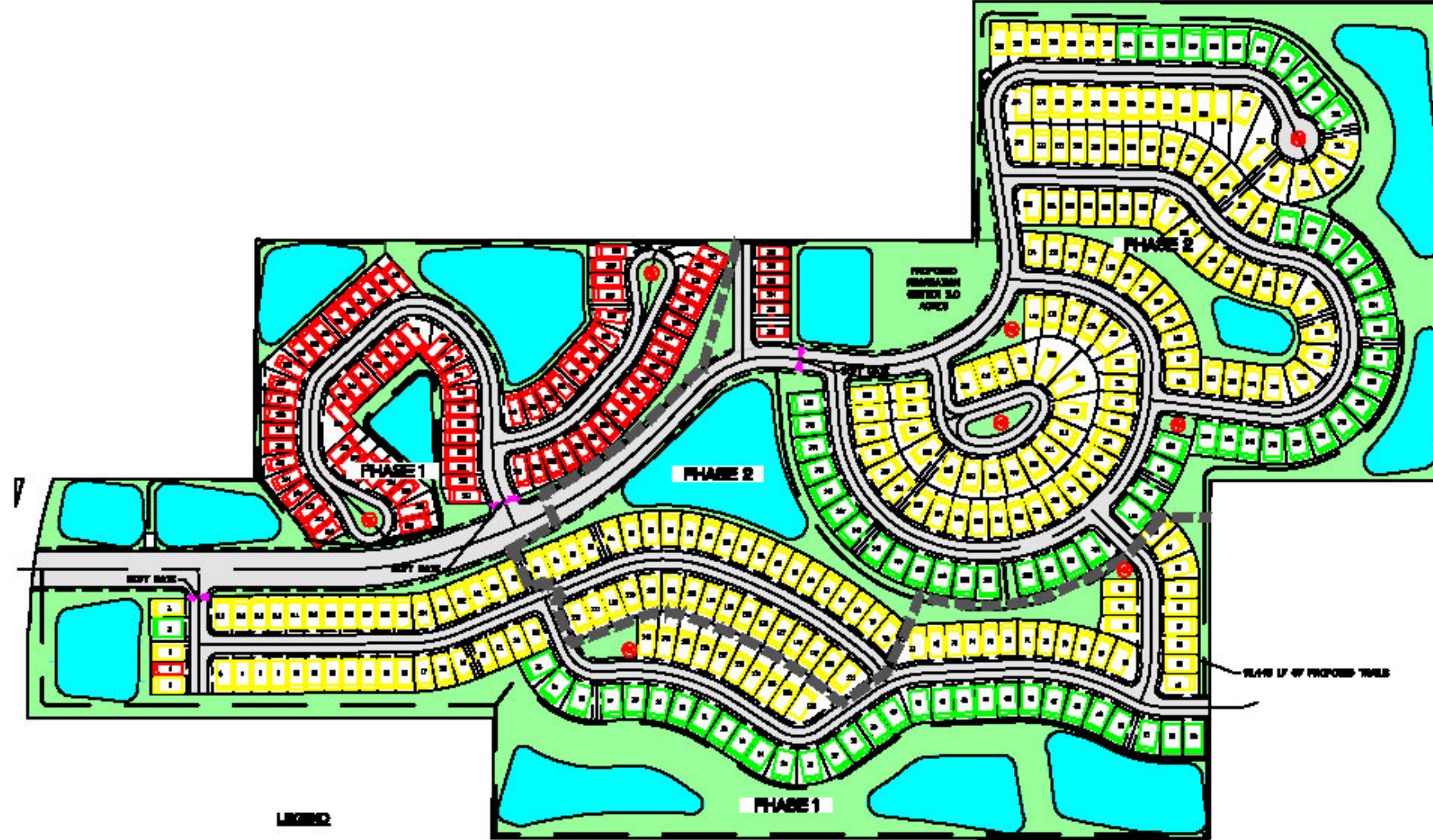
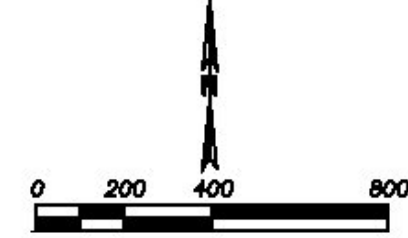
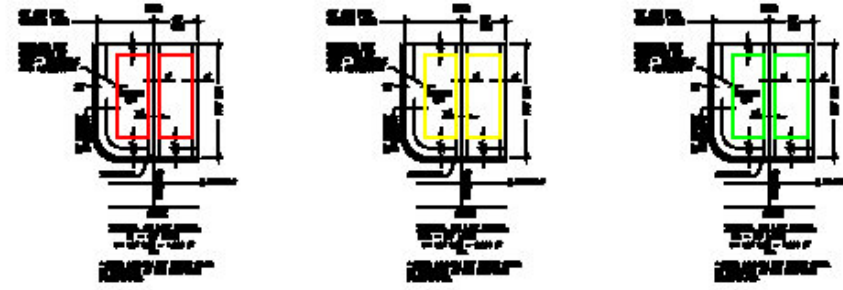


Florida Land Design & Permitting

3025 STARKEY BOULEVARD
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E-mail: info@floridaland.com
Engineer # CA No. 33088
Surveyor # 16842

SUMMIT VIEW, LLC	
34 E. LAKE ROAD #112 PALM BEACH, FLORIDA 33480 (561) 855-0700	
PROJECT NAME	SUMMIT VIEW
SHEET NAME	BOUNDARY SURVEY
PROJECT NO.	1039
PROJECT FILE NO.	2020-1039
DRAWN BY	JEB
CHECKED BY	JEB
DATE	3/10/2021
SHEET	4 OF 4

EXHIBIT “B”



LEGEND

LANDSCAPE OPEN SPACE

POND OPEN SPACE

RIGHT OF WAY

PROPOSED TRAILS

MAIL KIOSK

AREAS

TOTAL OPEN SPACE 53.46 AC

RIGHT OF WAY 22.10 AC

TOTAL LOTS 59.80 AC

TOTAL PARCEL 135.35 AC

SUMMIT VIEW LLC

3801 LANDMARK DR.
CLAMMISTON, FL 33574-6000
PHONE: (615) 772-0208

SUMMIT VIEW

COMMUNITY DEVELOPMENT

DISTRICT EXHIBIT B



FLORIDA LAND DESIGN & PERMITTING, INC.
10000 W. US HWY 90, SUITE 100
FORT WORTH, TEXAS 76133
PHONE: (817) 412-1000
FAX: (817) 412-1001
WWW.FLDPI.COM

PROJECT NO.	1039
DATE	2020-10-30
DESIGNED BY	EFR
DRAWN BY	EFR
CHECKED BY	PS
DATE	PS
DATE	4-23-2021
SHEET	1 OF 1

EXHIBIT “C”

LEGAL DESCRIPTION

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

Tab 3



Rizzetta & Company

Summit View Community Development District

Final Supplemental Special
Assessment Allocation Report

Special Assessment Bonds, Series 2021A
and
Special Assessment Bonds, Series 2021B

July 29, 2021

12750 Citrus Park Lane
Suite 115
Tampa, FL 33625

rizzetta.com

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I. INTRODUCTION

This Final Supplemental Special Assessment Allocation Report (herein the **“Report”**) is a supplement to the District’s adopted Master Special Assessment Allocation Report, dated April 30, 2021 (**“Master Report”**), and is being presented in anticipation of financing a portion of the District’s Capital Improvement Plan (as described herein) as set forth in the Supplemental Engineer’s Report (defined herein) (the improvements described therein, the **“2021 Project”**), by the Summit View Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District will issue Special Assessment Bonds, Series 2021A and Series 2021B (together, the **“Series 2021 Bonds”**), and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments related to the District’s 2021 Project. This report will detail the preliminary financing and assessment allocation of the Series 2021 Bonds expected to fund a portion of the District’s 2021 Project.

II. DEFINED TERMS

“Capital Improvement Program” or “Master Engineer’s Report” – (or CIP) Construction and/or acquisition of public infrastructure planned for the District. The total cost for the Capital Improvement Program is estimated to be \$13,442,986.23 as specified in the Amended and Restated Master Engineer’s Report dated July 16, 2021.

“Developed” – Lands or Platted Units with completed infrastructure available so that a home can be constructed.

“Developer” – Summit View, LLC as master developer and initial landowner.

“District” – Summit View Community Development District.

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

“Equivalent Assessment Unit” or “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” – The Master Trust Indenture dated as of July 1, 2021, the First Supplemental Trust Indenture dated as of July 1, 2021 and the Second Supplemental Trust Indenture dated as of July 1, 2021.

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



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“Series 2021A Assessments” – The special assessments, as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2021A Bonds.

“Series 2021A Bonds” – The \$3,355,000 Summit View Community Development District Special Assessment Bonds, Series 2021A.

“Series 2021B Assessments” – The special assessments, as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2021B Bonds.

“Series 2021B Bonds” – The \$2,645,000 Summit View Community Development District Special Assessment Bonds, Series 2021B.

“Series 2021 Assessments” – The Series 2021A Assessments together with the Series 2021B Assessments.

“Series 2021 Project” – A portion of the District’s CIP that will be partially funded with Series 2021A Bonds and 2021B Bonds as more specifically depicted in that Supplemental Report No. 1 to the Amended and Restated Master Engineer’s Report, dated July 16, 2021 (“Supplemental Engineer’s Report”), and in the amount of \$6,911,539.41.

“True-Up Agreement” – The Agreement to be executed between the Summit View Community Development District and the Developer, regarding the True-Up and Payment of Series 2021A Assessments and Series 2021B Assessments.

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

III. DISTRICT INFORMATION

The District was established by the City Commission of Dade City, pursuant to City Ordinance No. 2005-0894 which ordinance became effective on July 12, 2005. The District encompasses approximately 135.35 acres, is located within Dade City and lies entirely in Section 32, Township 24 South, Range 21. The District is approximately 1 mile +/- north of State Road 52 on the east side of Happy Hill Road. The current development plan for the District includes approximately 396 residential units. It is anticipated that 185 residential units within the boundaries of the District, specifically Phases 1A and 2B, will be subject to the Series 2021A and Series 2021B Assessments; however, the Capital Improvement Plan, including the Series 2021 Project, benefits all developable acreage in the District and assessments will be assigned on a first platted and developed, first assigned basis.

Table 1 illustrates the District’s preliminary development plan.



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IV. SERIES 2021 PROJECT

The Series 2021 Project is a portion of the District's Capital Improvement Program necessary for the development of the community. The cost of the Series 2021 Project is estimated to be \$6,911,539.41, and the District plans to issue Series 2021A and Series 2021B Bonds to partially fund the Series 2021 Project. The Series 2021A Bonds are to fund \$2,795,827.72 of the Series 2021 Project and the Series 2021B Bonds are to fund \$2,201,422.28. The balance of the Series 2021 Project will be funded by the Developer, future bonds or other funding sources. For more detailed information regarding the Series 2021 Project, see Table 2 and the Supplemental Engineer's Report.

V. SERIES 2021A BONDS AND ASSESSMENTS

In order to provide for the Series 2021 Project funding described in Section IV above, the District will issue the Series 2021A Bonds in the principal amount of \$3,355,000 which will be secured by the pledged revenues primarily derived from Series 2021A Assessments. The Series 2021A Assessments will initially be levied in the estimated principal amount of \$3,355,000 and shall be structured in the same manner as the Series 2021A Bonds, so that revenues from the Series 2021A Assessments are sufficient to fulfill the debt service requirements for the Series 2021A Bonds.

The Series 2021A Bonds will be structured as amortizing current-interest bonds, with repayment occurring in annual installments of principal and interest. Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on May 1, 2052. The first scheduled payment of coupon interest will be due on November 1, 2021, although interest will be capitalized through May 1, 2022, with the first installment of principal due on May 1, 2023. The annual principal payment will be due each May 1 thereafter until final maturity with the maximum annual debt service to be \$218,500. The general financing terms of Series 2021A Bonds are summarized on Table 4.

The Series 2021A Assessments will initially be levied on the gross acreage of the entire District and assigned on a first platted and developed, first assigned basis with the expectation that all Series 2021 Assessments will be fully absorbed and assigned to lots in Phases 1A and 2B once the lots are both developed and platted. Once lots are developed and platted, it is expected that the Series 2021A Assessments assigned to the Platted Units will be collected via the Pasco County property tax bill process (Uniform Method)¹. Accordingly, the Series 2021A 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 6.0%, but this may fluctuate as provided by law. The

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indentures, Florida law, assessment resolutions, and/or other applicable agreements.



Unplatted Parcels are expected to be collected directly by the District, and will not include any county collection costs or early payment discounts. However, for purposes of this Report, all units are inclusive of the associated costs and discounts for presentation purposes only.

VI. SERIES 2021B BONDS AND ASSESSMENTS

The Series 2021B Bonds will be secured by the pledged revenues primarily derived from the Series 2021B Assessments. The Series 2021B Assessments will initially be levied in the principal amount of \$2,645,000, and shall be structured in the same manner as the Series 2021B Bonds, so that revenues from the Series 2021B Assessments are sufficient to fulfill the debt service requirements for the Series 2021B Bonds. As previously mentioned, all Series 2021 Assessments will initially be levied on the gross acreage of the District and assigned on a first platted and developed, first assigned basis with the expectation that the first 185 single-family lots in Phases 1A and 2B will absorb the Series 2021 Assessments.

There will be no scheduled principal payments for the Series 2021B Bonds until the final maturity date, at which time the outstanding principal amount will be due. It is expected that all or a portion of the Series 2021B Bonds will be redeemed prior to maturity. Interest payments shall occur every May 1 and November 1 from the date of issuance until final maturity on November 1, 2041. The first scheduled payment of coupon interest will be due on November 1, 2021, though the interest will be capitalized through May 1, 2022. The maximum annual interest payment will be \$132,250. The general financing terms of the Series 2021B Bonds are summarized on Table 5.

VII. SERIES 2021A ASSESSMENT ALLOCATION

The Series 2021A Assessments are expected to ultimately be allocated to the first 185 Platted Units, as shown on Table 7. The Series 2021A Assessments are allocated based on an EAU methodology, as defined in this Report, and as allocated, the Series 2021A Assessments fall within the cost/benefit thresholds and are fairly and reasonably allocated among the different product types.

The Series 2021A Assessment Roll is located at page A-8.

A. The Series 2021A Assessments

Table 7 reflects the Series 2021A Assessments per Platted Unit. The Series 2021A Assessments will initially be levied on all of the gross acres in the District on an equal assessment per acre basis, but as land is either sold in bulk to third parties, or as land is platted or otherwise subdivided into Platted Units, the Series 2021A Assessments will be assigned to the gross acres as described in the Master Report or assigned to those Platted Units at the per-unit amounts described in Table 7, on a first developed, first platted and first assigned basis, thereby reducing the Series 2021A Assessments encumbering the Unplatted Parcels by a corresponding amount. The Series 2021A Bonds and the Series 2021A Assessments are expected to ultimately be assigned to the first 185 Platted Units.



As allocated, the Series 2021A Assessments fall within the cost/benefit thresholds, as well as the Maximum Special Assessment levels, established by the Master Report, and are fairly and reasonably allocated among the different product types.

In the event an Unplatted Parcel is sold to a party not affiliated with the Developer, Series 2021A Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer 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 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 (i.e., equal assessment per acre until platting).

B. The Series 2021B Assessments

Table 8 reflects the Series 2021B Assessments per Platted Unit. The Series 2021B Assessments will initially be levied on all of the gross acres in the District on an equal assessment per acre basis, but as land is either sold in bulk to third parties, or as land is platted or otherwise subdivided into platted units, the Series 2021B Assessments will be assigned to the gross acres as described in the Master Report or assigned to those Platted Units at the per-unit amounts described in Table 8, on a first developed, first platted, first assigned basis, thereby reducing the Series 2021B Assessments encumbering the Unplatted Parcels by a corresponding amount. The Series 2021B Bonds and the Series 2021B Assessments are expected to be assigned to the first 185 residential platted units. This Series 2021B Assessment assignment will precede any future bond debt or assessments on land within the District. No additional bonds are to be issued by the District until the Series 2021B Bonds are paid off in full.

As allocated, the Series 2021B Assessments fall within the cost/benefit thresholds, as well as the Maximum Special Assessment levels, established by the Master Report, and are fairly and reasonably allocated among the different product types.

In the event an Unplatted Parcel is sold to a party not affiliated with the Developer, Series 2021B Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer 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 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 (i.e., equal assessment per acre until platting).

As noted in the Master Engineer's Report and the Master Methodology Report, the District's entire CIP – which includes the 2021 Project, functions as a master system of improvements benefitting all lands within the District. The Series 2021A Assessments and Series 2021B Assessments are fairly and reasonably allocated across all Platted Units and Unplatted Parcels.

The Series 2021 Assessment Roll is located on page A-8.

VIII. PREPAYMENT AND TRUE UP OF SERIES 2021 ASSESSMENTS

The Series 2021A Assessments and Series 2021B Assessments encumbering a parcel may be prepaid in full at any time or in part no more than two times, without penalty, together with interest at the rate on the corresponding Series 2021 Bonds to the bond interest payment date 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 parcel being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2021A and B Assessment program is predicated on the development of lots in the manner described in Table 1. However, if a change in development results in net decrease in the overall principal amount of assessments able to be assigned to the units described in Table 1, then a true-up, or principal reduction payment, will be required to cure the deficiency ("True Up Payment"). As the acreage within the District is developed, it will be platted. At such time as a plat is presented to the District and continuing at each time when a subsequent plat is presented to the District (each such date being a "True-Up Date"), the District shall determine if the debt per acre remaining on the Unplatted Parcels is greater than the debt per acre of such land at the time of imposition of the initial assessment and, if it is, a True-Up Payment in the amount of such excess, plus accrued interest, shall become due and payable by the Developer or applicable landowner in that tax year, prior to the time the plat is recorded, in accordance with this Report. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations and, in all cases, the Developer and/or applicable landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the Series 2021A and Series 2021B Bonds. The District shall record all True-Up Payments in its Improvement Lien book. For further detail and definitions related to the true-up process, please refer to the true-up agreement expected to be entered into between the District and the Developer. Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties.



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IX. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Incorporated makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report. If there is anything contained in the Master Special Assessment Report that is inconsistent with the provisions of this report, the provisions of this report shall govern. For additional information on the Series 2021 Bond structure and related items, please refer to the Preliminary Limited Offering Memorandum associated with this transaction.

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



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ALLOCATION METHODOLOGY



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**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 1: UNITS EXPECTED TO ABSORB SERIES 2021 ASSESSMENTS

PRODUCT	2021 Project Phase 1	
Single Family 40'	82	Units
Single Family 50'	72	Units
Single Family 60'	31	Units
TOTAL:	185	

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 2: TOTAL 2021 PROJECT COST DETAIL

IMPROVEMENTS	2021 Project Phase 1
Roadways	\$1,087,952.00
Stormwater Management	\$1,979,309.35
Utilities (Water and Sewer)	\$1,195,730.14
Utilities Commitment/Impact Fees	\$1,333,134.00
Hardscape/Landscape	\$83,300.00
Undergrounding of Conduit	\$52,800.00
Recreational Amenities, Walking Trails	\$49,000.00
Professional Services	\$378,405.00
Offsite Improvements	\$433,254.00
Contingency	\$318,654.92
Total 2021 Project Costs	<u>\$6,911,539.41</u>
Series 2021 Project Funded by Series 2021A Bonds	\$2,795,827.72
Series 2021 Project Funded by Series 2021B Bonds	\$2,201,422.28
Additional Construction Costs Funded by Developer, Future Bonds or Other Sources	\$1,914,289.41
Total Construction Costs for 2021 Project	<u>\$6,911,539.41</u>

NOTE: Infrastructure cost estimates provided by District Engineer.

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 3: FINANCING INFORMATION - 2021A BONDS

Issue Date	8/10/2021
Final Maturity	5/1/2052
Principal Installments	30
Average Coupon Rate	5.00%
Maximum Annual Debt Service ("MADS")	\$218,500.00
SOURCES:	
PAR AMOUNT	<u>\$3,355,000.00</u>
Total Net Proceeds	\$3,355,000.00
USES:	
Construction Fund	(\$2,795,827.72)
Debt Service Reserve Fund	(\$218,500.00) (1)
Capitalized Interest (through 5/1/22)	(\$121,618.75)
Costs of Issuance	(\$151,953.53)
Underwriter's Discount	<u>(\$67,100.00)</u>
Total Uses	(\$3,355,000.00)
Source: District Underwriter	
(1) 100% of MADS	

TABLE 4: FINANCING INFORMATION SERIES 2021A ASSESSMENTS

Interest Rate	5.000%
Initial Principal Amount	\$3,355,000.00
Annual Installment	\$218,500.00
County Collection Costs	2.00% \$4,648.94 (1)
Maximum Early Payment Discounts	4.00% <u>\$9,297.87</u> (1)
Total Annual Installment	\$232,446.81

(1) May vary as provided by law.

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 5: FINANCING INFORMATION - 2021B BONDS

Issue Date	8/10/2021
Final Maturity	5/1/2041
Average Coupon Rate	5.000%
Maximum Annual Interest	\$132,250.00

SOURCES:

PAR AMOUNT	<u>\$2,645,000.00</u>
Total Net Proceeds	\$2,645,000.00

USES:

Construction Fund	(\$2,201,422.28)
Debt Service Reserve Fund	(\$175,000.00)
Capitalized Interest	(\$95,881.25)
Costs of Issuance	(\$119,796.47)
Underwriter's Discount	<u>(\$52,900.00)</u>
Total Uses	(\$2,645,000.00)

Source: District Underwriter

TABLE 6: FINANCING INFORMATION SERIES 2021B ASSESSMENTS

Interest Rate	5.000%
Initial Principal Amount	\$2,645,000.00
Annual Installment	\$132,250.00
County Collection Costs	2.00% \$2,813.83 (1)
Maximum Early Payment Discounts	4.00% <u>\$5,627.66 (1)</u>
Total Annual Installment	\$140,691.49

(1) May vary as provided by law.

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 7: ASSESSMENT ALLOCATION - SERIES 2021A ASSESSMENTS

PRODUCT	UNITS (1)	EAU	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (2)(3)	PER UNIT INSTLMT. (3)
Single Family 40'	82	0.80	\$1,259,084.67	\$15,354.69	\$87,234.04	\$1,063.83
Single Family 50'	72	1.00	\$1,381,922.20	\$19,193.36	\$95,744.68	\$1,329.79
Single Family 60'	31	1.20	\$713,993.14	\$23,032.04	\$49,468.09	\$1,595.74
TOTAL	185		\$3,355,000.00		\$232,446.81	

(1) Series 2021A Assessments expected to be absorbed by the first 185 platted and developed units within the entire District.

(2) Product total shown for illustrative purposes and are not fixed by product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 8: ASSESSMENT ALLOCATION - SERIES 2021B ASSESSMENTS

PRODUCT	UNITS (1)	EAU	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT PRINCIPAL	PRODUCT ANNUAL NET INSTLMT. (2)(3)	PER UNIT NET INSTLMT. (3)	PER UNIT GROSS INSTLMT. (4)
Single Family 40'	82	0.80	\$992,631.58	\$12,105.26	\$49,631.58	\$605.26	\$643.90
Single Family 50'	72	1.00	\$1,089,473.68	\$15,131.58	\$54,473.68	\$756.58	\$804.87
Single Family 60'	31	1.20	\$562,894.74	\$18,157.89	\$28,144.74	\$907.89	\$965.85
TOTAL	185		\$2,645,000.00		\$132,250.00		

(1) Series 2021B Assessments expected to be absorbed by the first 185 platted and developed units within the District.

(2) Product total shown for illustrative purposes and are not fixed by product type.

(3) Amounts displayed are exclusive of Pasco County collection costs/early payment discounts. These assessments will be direct billed to the developer, or builders, and these are the amounts to be used for purposes of calculating bond payoff requests.

(4) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate. These assessments will be direct billed to the developer or builders. These gross installment amounts are displayed should there be a need to add the assessments to the tax rolls.

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

TABLE 9: ASSESSMENT ALLOCATION - SERIES 2021 ASSESSMENTS					
PRODUCT	UNITS ⁽¹⁾	PRODUCT TOTAL PRINCIPAL	PER UNIT PRINCIPAL ⁽²⁾	PRODUCT ANNUAL INSTLMT. ^{(2) (3)}	PER UNIT INSTLMT. ⁽³⁾
<u>Series 2021A</u>					
Single Family 40'	82	\$1,259,084.67	\$15,354.69	\$87,234.04	\$1,063.83
Single Family 50'	72	\$1,381,922.20	\$19,193.36	\$95,744.68	\$1,329.79
Single Family 60'	31	\$713,993.14	\$23,032.04	\$49,468.09	\$1,595.74
Total	185	\$3,355,000.00		\$232,446.81	
<u>Series 2021B</u>					
Single Family 40'	82	\$992,631.58	\$12,105.26	\$49,631.58	\$605.26
Single Family 50'	72	\$1,089,473.68	\$15,131.58	\$54,473.68	\$756.58
Single Family 60'	31	\$562,894.74	\$18,157.89	\$28,144.74	\$907.89
Total		\$2,645,000.00		\$132,250.00	
Grand Total	185	\$6,000,000.00		\$364,696.81	

(1) Series 2021A Assessments and Series 2021B Assessments expected to be absorbed by the first 185 platted and developed units within the District.

(2) Product total shown for illustrative purposes and are not fixed by product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate, for the 2021A Bonds and exclusive of these costs/payment discounts for the 2021B Bonds.

**SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 ASSESSMENT LIEN ROLL**

Parcel	Acreage	Series 2021 Principal/Acre	Series 2021 Annual/Acre
2021A	135.35	\$24,787.59	\$1,717.38
2021B	135.35	\$19,541.93	\$977.10
TOTAL DEBT	135.35	\$44,329.52	\$2,694.47
	TOTAL	\$6,000,000.00	\$364,696.81

(1) Includes Pasco County collection costs and early payment discounts for the 2021A Bonds and does not include these costs/discounts for the 2021B Bonds.

* See attached legal description

LEGAL DESCRIPTION

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

Containing 135.35 acres, more or less.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

Tab 4

RESOLUTION 2021-31

A RESOLUTION OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Summit View Community Development District (“**District**”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“**Board**”) noticed a public hearing for April 30, 2021, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments and continued the public hearing to June 4, 2021.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management and drainage systems and related earthwork, potable water distribution systems, reclaimed water distribution systems, sanitary sewer collection and conveyance systems, landscaping and

hardscape improvements, roadway improvements, electric utility improvements, recreational improvements and other infrastructure projects and services necessitated by the development of, and serving certain lands within the development, the District (together the “**Project**”), as further described in the *Amended and Restated Master Engineer’s Report*, dated June 2, 2021 (the “**Engineer’s Report**”) attached as **Exhibit A** hereto and incorporated herein by this reference.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Project, the nature and location of which was initially described in Resolution 2021-30 and is shown in the Engineer’s Report, and which Project’s plans and specifications are on file at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District Records Offices**”); (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its special assessment revenue bonds, in one or more series (the “**Bonds**”).

(g) By Resolution 2021-30, the Board determined to provide the Project and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Assessments. Resolution 2021-30 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2021-30, said Resolution 2021-30 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District.

(i) As directed by Resolution 2021-30, a preliminary assessment roll was adopted and filed with the Board as required by section 170.06, *Florida Statutes*.

(j) As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-30, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the

infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the District.

(l) On April 30, 2021, a public hearing and meeting of the Board (“**Public Hearing and Meeting**”) was held in compliance with all legal requirements, including, but not limited to the requirements of Section 286.011, *Florida Statutes*. The meeting and public hearing was continued on the record to June 4, 2021.

(m) At the Public Hearing and Meeting on June 4, 2021, at the time and place specified in paragraph (l) above, the Board met as an Equalization Board, opened and conducted such Public Hearing and Meeting, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(n) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer’s Report, which Engineer’s Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Allocation Report* dated April 30, 2021 (the “**Assessment Methodology**,” attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such **Exhibit B** (the “**Assessments**”); and

(iii) the Assessment Methodology is hereby approved, adopted and confirmed and the District ratifies its use in connection with the issuance of the Bonds; and

(iv) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(v) it is in the best interests of the District that the Assessments be paid and collected as herein provided; and

(vi) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Methodology in order to ensure that all parcels of real property benefiting from the Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2021-30, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefited by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, 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. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing

costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Project, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entire Project has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Project costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The

District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Pasco County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Methodology, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Methodology. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that Summit View, LLC, the current landowner and developer, intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres in the District and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology, as described in the Assessment Methodology, to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of

the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Pasco County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be 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.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

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PASSED AND ADOPTED THIS 8th DAY OF JUNE, 2021.

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Amended and Restated Master Engineer's Report, dated June 2, 2021*

Exhibit B: *Master Special Assessment Allocation Report, dated April 30, 2021*

Tab 5

RESOLUTION 2021-36

A RESOLUTION OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIENS SECURING THE SERIES 2021 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING THE SERIES 2021 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (the “**Board**”) has previously adopted, after notice and public hearing, Resolution 2021-31, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2021-31, this Resolution shall set forth the terms of an additional series of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, in order to finance all or a portion of its 2021 Project (defined herein), the District entered into that certain *Bond Purchase Contract* with FMSbonds, Inc., whereby the District agreed to sell its \$3,355,000 Special Assessment Bonds, Series 2021A (“**Series 2021A Bonds**”), and its \$2,645,000 Special Assessment Bonds, Series 2021B (“**Series 2021B Bonds**” and, collectively with the Series 2021A Bonds, the “**Series 2021 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2021-31, the District desires to set forth the particular terms of the sale of the Series 2021 Bonds and confirm the levy of special assessments securing the Series 2021A Bonds (the “**Series 2021A Assessments**”) and the levy of special assessments securing the Series 2021B bonds (the “**Series 2021B Assessments**” and, together with the Series 2021A Assessments, the “**Series 2021 Assessments**”);

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2021-31.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Summit View Community Development District hereby finds and determines as follows:

(a) On June 8, 2021, the District, after due notice and public hearing, adopted Resolution 2021-31, which, among other things, equalized, approved, confirmed, and levied special assessments on property

benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Supplemental Report No. 1 to the Amended and Restated Master Engineer's Report*, dated July 16, 2021, attached to this Resolution as **Exhibit A** (the "**Supplemental Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements to be financed in whole or in part with the Series 2021 Bonds (the "**2021 Project**"), and sets forth the costs of the 2021 Project. The District hereby confirms that the Series 2021 Project serves a proper, essential, and valid public purpose. The Supplemental Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.

(c) The *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B*, dated July 29, 2021, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Special Assessment Allocation Report*, dated April 30, 2021, (the "**Master Assessment Report**"), to the 2021 Project and the actual terms of the Series 2021 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.

(d) The 2021 Project will specially benefit all of the developable acreage within the District, the boundaries of which are defined and set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the 2021 Project financed with the Series 2021 Bonds to the specially benefitted properties within the District as set forth in Resolution 2021-31 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIENS SECURING THE SERIES 2021 BONDS. As provided in Resolution 2021-31, this Resolution is intended to set forth the terms of the Series 2021 Bonds and the final amount of the liens of the Series 2021 Assessments securing those bonds. The Series 2021 Bonds shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2021 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2021 Bonds is set forth on **Exhibit E** attached hereto. The liens of the Series 2021A Assessments and the Series 2021B Assessments shall be imposed on all developable land within the District, as such land is described in **Exhibit B**, shall be the principal amount due on such Series 2021A Bonds and Series 2021B Bonds, respectively, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection. Though the Series 2021A Assessments and the Series 2021B Assessments are initially to be levied on the same assessable lands within the District, they represent two separate liens of the District, and may be separately enforced.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2021 ASSESSMENTS SECURING SERIES 2021 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2021 Assessments securing the Series 2021 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2021 Bonds. The estimated costs of collection of the Series 2021 Assessments for the Series 2021 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2021A Assessments and the lien of the Series 2021B Assessments each includes all developable acreage within the District, which comprises approximately 135.35 acres, as further provided in the Series 2021 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. The Series 2021

Assessments are anticipated to be allocated on first platted and developed, first assigned basis as set forth in the Supplemental Assessment Report, and are anticipated to be absorbed by the first 185 lots in Phases 1A and 2B of the District. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the 2021 Project and reallocate the Series 2021 Assessments securing the Series 2021 Bonds in order to impose Series 2021 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated July 1, 2021, the First Supplemental Trust Indenture, dated July 1, 2021, and the Second Supplemental Trust Indenture, dated July 1, 2021, the District shall for Fiscal Year 2021/2022, begin annual collection of Series 2021 Assessments for the Series 2021 Bonds debt service payments using the methods available to it by law. The Series 2021A Bonds include an amount for capitalized interest through May 1, 2022. Beginning with the first debt service payment on November 1, 2021, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**. The Series 2021B Bonds include an amount for capitalized interest through May 1, 2022. Beginning with the first debt service payment on November 1, 2021, there shall be 20 years of installments of interest and one installment of principal at the final maturity date, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2021 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Pasco County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2021 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2021 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2021 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2021-31 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. PREPAYMENT OF 2021 PROJECT ASSESSMENTS. Any owner of property subject to the Series 2021A Assessments or Series 2021B Assessments may, at its option, pre-pay the entire amount of such Series 2021 Assessment any time, or a portion of the amount of the Series 2021 Assessments up to two times (or as otherwise provided by the applicable indenture), plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the applicable indenture)), attributable to the property subject to the Series 2021 Assessments owned by such owner.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2021 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2021 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels 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.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2021 Assessments securing the Series 2021 Bonds in the Official Records of Pasco County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. CONFLICTS. This Resolution is intended to supplement Resolution 2021-31, which remains in full force and effect. This Resolution and Resolution 2021-31 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.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be 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.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED**, this 6th day of August, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

- Exhibit A:** Supplemental Engineer’s Report
- Exhibit B:** Supplemental Assessment Report
- Exhibit C:** Maturities and Coupon of Series 2021 Bonds
- Exhibit D:** Sources and Uses of Funds for Series 2021 Bonds
- Exhibit E:** Annual Debt Service Payment Due on Series 2021 Bonds

EXHIBIT A
Supplemental Engineer's Report

[attached beginning at following page]

EXHIBIT B
Supplemental Assessment Report

[attached beginning at following page]

EXHIBIT C
Maturities and Coupon of Series 2021 Bonds
BOND SUMMARY STATISTICS

Summit View Community Development District
Special Assessment Bonds, Series 2021A

Dated Date	08/10/2021
Delivery Date	08/10/2021
Last Maturity	05/01/2052
Arbitrage Yield	5.000624%
True Interest Cost (TIC)	5.172519%
Net Interest Cost (NIC)	5.100770%
All-In TIC	5.582400%
Average Coupon	5.000000%
Average Life (years)	19.847
Weighted Average Maturity (years)	19.847
Duration of Issue (years)	11.994
Par Amount	3,355,000.00
Bond Proceeds	3,355,000.00
Total Interest	3,329,368.75
Net Interest	3,396,468.75
Total Debt Service	6,684,368.75
Maximum Annual Debt Service	218,500.00
Average Annual Debt Service	217,554.72
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term A	3,355,000.00	100.000	5.000%	19.847
	3,355,000.00			19.847

BOND SUMMARY STATISTICS

Summit View Community Development District Special Assessment Bonds, Series 2021B

Dated Date	08/10/2021
Delivery Date	08/10/2021
Last Maturity	05/01/2041
Arbitrage Yield	5.000624%
True Interest Cost (TIC)	5.163478%
Net Interest Cost (NIC)	5.101394%
All-In TIC	5.549434%
Average Coupon	5.000000%
Average Life (years)	19.725
Weighted Average Maturity (years)	19.725
Duration of Issue (years)	12.680
Par Amount	2,645,000.00
Bond Proceeds	2,645,000.00
Total Interest	2,608,631.25
Net Interest	2,661,531.25
Total Debt Service	5,253,631.25
Maximum Annual Debt Service	2,711,125.00
Average Annual Debt Service	266,343.79
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term B	2,645,000.00	100.000	5.000%	19.725
	2,645,000.00			19.725

BOND SUMMARY STATISTICS

Summit View Community Development District Special Assessment Bonds, Series 2021

Dated Date	08/10/2021
Delivery Date	08/10/2021
Last Maturity	05/01/2052
Arbitrage Yield	5.000624%
True Interest Cost (TIC)	5.168410%
Net Interest Cost (NIC)	5.101044%
All-In TIC	5.567364%
Average Coupon	5.000000%
Average Life (years)	19.793
Weighted Average Maturity (years)	19.793
Duration of Issue (years)	12.297
Par Amount	6,000,000.00
Bond Proceeds	6,000,000.00
Total Interest	5,938,000.00
Net Interest	6,058,000.00
Total Debt Service	11,938,000.00
Maximum Annual Debt Service	2,925,625.00
Average Annual Debt Service	388,543.53
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term B	2,645,000.00	100.000	5.000%	19.725
Term A	3,355,000.00	100.000	5.000%	19.847
	6,000,000.00			19.793

BOND MATURITY TABLE

Summit View Community Development District
Special Assessment Bonds, Series 2021A

Maturity Date	Term A
05/01/2023	50,000
05/01/2024	50,000
05/01/2025	55,000
05/01/2026	55,000
05/01/2027	60,000
05/01/2028	65,000
05/01/2029	65,000
05/01/2030	70,000
05/01/2031	75,000
05/01/2032	80,000
05/01/2033	80,000
05/01/2034	85,000
05/01/2035	90,000
05/01/2036	95,000
05/01/2037	100,000
05/01/2038	105,000
05/01/2039	110,000
05/01/2040	115,000
05/01/2041	120,000
05/01/2042	130,000
05/01/2043	135,000
05/01/2044	140,000
05/01/2045	150,000
05/01/2046	155,000
05/01/2047	165,000
05/01/2048	175,000
05/01/2049	180,000
05/01/2050	190,000
05/01/2051	200,000
05/01/2052	210,000
	3,355,000

BOND MATURITY TABLE

Summit View Community Development District
Special Assessment Bonds, Series 2021B

Maturity Date	Term B
05/01/2041	2,645,000
	2,645,000

EXHIBIT D
Sources and Uses of Funds for Series 2021 Bonds

SOURCES AND USES OF FUNDS

Summit View Community Development District
Special Assessment Bonds, Series 2021

Sources:	Special Assessment Bonds, Series 2021A	Special Assessment Bonds, Series 2021B	Total
Bond Proceeds:			
Par Amount	3,355,000.00	2,645,000.00	6,000,000.00
	3,355,000.00	2,645,000.00	6,000,000.00
<hr/>			
Uses:	Special Assessment Bonds, Series 2021A	Special Assessment Bonds, Series 2021B	Total
Other Fund Deposits:			
Debt Service Reserve Fund	218,500.00	175,000.00	393,500.00
Capitalized Interest Fund (through 5/1/22)	121,618.75	95,881.25	217,500.00
	340,118.75	270,881.25	611,000.00
Delivery Date Expenses:			
Cost of Issuance	151,953.53	119,796.47	271,750.00
Underwriter's Discount	67,100.00	52,900.00	120,000.00
	219,053.53	172,696.47	391,750.00
Other Uses of Funds:			
Construction Fund	2,795,827.72	2,201,422.28	4,997,250.00
	3,355,000.00	2,645,000.00	6,000,000.00

EXHIBIT E
Annual Debt Service Payment Due on Series 2021 Bonds

BOND DEBT SERVICE

Summit View Community Development District
Special Assessment Bonds, Series 2021A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2021			37,743.75	37,743.75	37,743.75
05/01/2022			83,875.00	83,875.00	
11/01/2022			83,875.00	83,875.00	167,750.00
05/01/2023	50,000	5.000%	83,875.00	133,875.00	
11/01/2023			82,625.00	82,625.00	216,500.00
05/01/2024	50,000	5.000%	82,625.00	132,625.00	
11/01/2024			81,375.00	81,375.00	214,000.00
05/01/2025	55,000	5.000%	81,375.00	136,375.00	
11/01/2025			80,000.00	80,000.00	216,375.00
05/01/2026	55,000	5.000%	80,000.00	135,000.00	
11/01/2026			78,625.00	78,625.00	213,625.00
05/01/2027	60,000	5.000%	78,625.00	138,625.00	
11/01/2027			77,125.00	77,125.00	215,750.00
05/01/2028	65,000	5.000%	77,125.00	142,125.00	
11/01/2028			75,500.00	75,500.00	217,625.00
05/01/2029	65,000	5.000%	75,500.00	140,500.00	
11/01/2029			73,875.00	73,875.00	214,375.00
05/01/2030	70,000	5.000%	73,875.00	143,875.00	
11/01/2030			72,125.00	72,125.00	216,000.00
05/01/2031	75,000	5.000%	72,125.00	147,125.00	
11/01/2031			70,250.00	70,250.00	217,375.00
05/01/2032	80,000	5.000%	70,250.00	150,250.00	
11/01/2032			68,250.00	68,250.00	218,500.00
05/01/2033	80,000	5.000%	68,250.00	148,250.00	
11/01/2033			66,250.00	66,250.00	214,500.00
05/01/2034	85,000	5.000%	66,250.00	151,250.00	
11/01/2034			64,125.00	64,125.00	215,375.00
05/01/2035	90,000	5.000%	64,125.00	154,125.00	
11/01/2035			61,875.00	61,875.00	216,000.00
05/01/2036	95,000	5.000%	61,875.00	156,875.00	
11/01/2036			59,500.00	59,500.00	216,375.00
05/01/2037	100,000	5.000%	59,500.00	159,500.00	
11/01/2037			57,000.00	57,000.00	216,500.00
05/01/2038	105,000	5.000%	57,000.00	162,000.00	
11/01/2038			54,375.00	54,375.00	216,375.00
05/01/2039	110,000	5.000%	54,375.00	164,375.00	
11/01/2039			51,625.00	51,625.00	216,000.00
05/01/2040	115,000	5.000%	51,625.00	166,625.00	
11/01/2040			48,750.00	48,750.00	215,375.00
05/01/2041	120,000	5.000%	48,750.00	168,750.00	
11/01/2041			45,750.00	45,750.00	214,500.00
05/01/2042	130,000	5.000%	45,750.00	175,750.00	
11/01/2042			42,500.00	42,500.00	218,250.00
05/01/2043	135,000	5.000%	42,500.00	177,500.00	
11/01/2043			39,125.00	39,125.00	216,625.00
05/01/2044	140,000	5.000%	39,125.00	179,125.00	
11/01/2044			35,625.00	35,625.00	214,750.00
05/01/2045	150,000	5.000%	35,625.00	185,625.00	
11/01/2045			31,875.00	31,875.00	217,500.00
05/01/2046	155,000	5.000%	31,875.00	186,875.00	
11/01/2046			28,000.00	28,000.00	214,875.00
05/01/2047	165,000	5.000%	28,000.00	193,000.00	
11/01/2047			23,875.00	23,875.00	216,875.00
05/01/2048	175,000	5.000%	23,875.00	198,875.00	
11/01/2048			19,500.00	19,500.00	218,375.00

BOND DEBT SERVICE

Summit View Community Development District Special Assessment Bonds, Series 2021A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2049	180,000	5.000%	19,500.00	199,500.00	
11/01/2049			15,000.00	15,000.00	214,500.00
05/01/2050	190,000	5.000%	15,000.00	205,000.00	
11/01/2050			10,250.00	10,250.00	215,250.00
05/01/2051	200,000	5.000%	10,250.00	210,250.00	
11/01/2051			5,250.00	5,250.00	215,500.00
05/01/2052	210,000	5.000%	5,250.00	215,250.00	
11/01/2052					215,250.00
	3,355,000		3,329,368.75	6,684,368.75	6,684,368.75

BOND DEBT SERVICE

Summit View Community Development District Special Assessment Bonds, Series 2021B

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2021			29,756.25	29,756.25	29,756.25
05/01/2022			66,125.00	66,125.00	
11/01/2022			66,125.00	66,125.00	132,250.00
05/01/2023			66,125.00	66,125.00	
11/01/2023			66,125.00	66,125.00	132,250.00
05/01/2024			66,125.00	66,125.00	
11/01/2024			66,125.00	66,125.00	132,250.00
05/01/2025			66,125.00	66,125.00	
11/01/2025			66,125.00	66,125.00	132,250.00
05/01/2026			66,125.00	66,125.00	
11/01/2026			66,125.00	66,125.00	132,250.00
05/01/2027			66,125.00	66,125.00	
11/01/2027			66,125.00	66,125.00	132,250.00
05/01/2028			66,125.00	66,125.00	
11/01/2028			66,125.00	66,125.00	132,250.00
05/01/2029			66,125.00	66,125.00	
11/01/2029			66,125.00	66,125.00	132,250.00
05/01/2030			66,125.00	66,125.00	
11/01/2030			66,125.00	66,125.00	132,250.00
05/01/2031			66,125.00	66,125.00	
11/01/2031			66,125.00	66,125.00	132,250.00
05/01/2032			66,125.00	66,125.00	
11/01/2032			66,125.00	66,125.00	132,250.00
05/01/2033			66,125.00	66,125.00	
11/01/2033			66,125.00	66,125.00	132,250.00
05/01/2034			66,125.00	66,125.00	
11/01/2034			66,125.00	66,125.00	132,250.00
05/01/2035			66,125.00	66,125.00	
11/01/2035			66,125.00	66,125.00	132,250.00
05/01/2036			66,125.00	66,125.00	
11/01/2036			66,125.00	66,125.00	132,250.00
05/01/2037			66,125.00	66,125.00	
11/01/2037			66,125.00	66,125.00	132,250.00
05/01/2038			66,125.00	66,125.00	
11/01/2038			66,125.00	66,125.00	132,250.00
05/01/2039			66,125.00	66,125.00	
11/01/2039			66,125.00	66,125.00	132,250.00
05/01/2040			66,125.00	66,125.00	
11/01/2040			66,125.00	66,125.00	132,250.00
05/01/2041	2,645,000	5.000%	66,125.00	2,711,125.00	
11/01/2041					2,711,125.00
	2,645,000		2,608,631.25	5,253,631.25	5,253,631.25

BOND DEBT SERVICE

Summit View Community Development District
Special Assessment Bonds, Series 2021A

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2021			37,743.75	37,743.75
11/01/2022			167,750.00	167,750.00
11/01/2023	50,000	5.000%	166,500.00	216,500.00
11/01/2024	50,000	5.000%	164,000.00	214,000.00
11/01/2025	55,000	5.000%	161,375.00	216,375.00
11/01/2026	55,000	5.000%	158,625.00	213,625.00
11/01/2027	60,000	5.000%	155,750.00	215,750.00
11/01/2028	65,000	5.000%	152,625.00	217,625.00
11/01/2029	65,000	5.000%	149,375.00	214,375.00
11/01/2030	70,000	5.000%	146,000.00	216,000.00
11/01/2031	75,000	5.000%	142,375.00	217,375.00
11/01/2032	80,000	5.000%	138,500.00	218,500.00
11/01/2033	80,000	5.000%	134,500.00	214,500.00
11/01/2034	85,000	5.000%	130,375.00	215,375.00
11/01/2035	90,000	5.000%	126,000.00	216,000.00
11/01/2036	95,000	5.000%	121,375.00	216,375.00
11/01/2037	100,000	5.000%	116,500.00	216,500.00
11/01/2038	105,000	5.000%	111,375.00	216,375.00
11/01/2039	110,000	5.000%	106,000.00	216,000.00
11/01/2040	115,000	5.000%	100,375.00	215,375.00
11/01/2041	120,000	5.000%	94,500.00	214,500.00
11/01/2042	130,000	5.000%	88,250.00	218,250.00
11/01/2043	135,000	5.000%	81,625.00	216,625.00
11/01/2044	140,000	5.000%	74,750.00	214,750.00
11/01/2045	150,000	5.000%	67,500.00	217,500.00
11/01/2046	155,000	5.000%	59,875.00	214,875.00
11/01/2047	165,000	5.000%	51,875.00	216,875.00
11/01/2048	175,000	5.000%	43,375.00	218,375.00
11/01/2049	180,000	5.000%	34,500.00	214,500.00
11/01/2050	190,000	5.000%	25,250.00	215,250.00
11/01/2051	200,000	5.000%	15,500.00	215,500.00
11/01/2052	210,000	5.000%	5,250.00	215,250.00
	3,355,000		3,329,368.75	6,684,368.75

BOND DEBT SERVICE

Summit View Community Development District
Special Assessment Bonds, Series 2021B

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2021			29,756.25	29,756.25
11/01/2022			132,250.00	132,250.00
11/01/2023			132,250.00	132,250.00
11/01/2024			132,250.00	132,250.00
11/01/2025			132,250.00	132,250.00
11/01/2026			132,250.00	132,250.00
11/01/2027			132,250.00	132,250.00
11/01/2028			132,250.00	132,250.00
11/01/2029			132,250.00	132,250.00
11/01/2030			132,250.00	132,250.00
11/01/2031			132,250.00	132,250.00
11/01/2032			132,250.00	132,250.00
11/01/2033			132,250.00	132,250.00
11/01/2034			132,250.00	132,250.00
11/01/2035			132,250.00	132,250.00
11/01/2036			132,250.00	132,250.00
11/01/2037			132,250.00	132,250.00
11/01/2038			132,250.00	132,250.00
11/01/2039			132,250.00	132,250.00
11/01/2040			132,250.00	132,250.00
11/01/2041	2,645,000	5.000%	66,125.00	2,711,125.00
	2,645,000		2,608,631.25	5,253,631.25

Tab 6

**TERMINATION NOTICE FOR ASSIGNMENT OF
PROFESSIONAL SERVICES AGREEMENT BETWEEN SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT AND JES PROPERTIES, INC.**

The Summit View Community Development District ("District") and JES Properties, Inc. ("JES") entered into that certain *Assignment of Professional Services Agreement* ("Assignment") in April 2021 related to that certain *Construction and Project Management Agreement* ("Agreement"), each attached hereto as Exhibit A.

The District and JES mutually agree to the release and termination of the Assignment and the Agreement and the District and JES hereby each affirm that no moneys are due or outstanding between the parties, no services were performed and each release one another from any claims arising from performance of the Agreement and Assignment whatsoever.

Executed in multiple counterparts to be effective the __ day of July 2021

JES PROPERTIES, INC.

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: Douglas Weiland
Title: President

By: _____
Printed Name: _____
Title: _____

Tab 7

**ASSIGNMENT OF CONSTRUCTION CONTRACT
MASTER INFRASTRUCTURE PROJECT**

Assignor: Summit View, LLC (“**Assignor**”)
Owner/Assignee: Summit View Community Development District (“**Assignee**”)
Contractor: Deeb, Inc. (“**Contractor**”)
Contract: Master Infrastructure Project (“**Contract**” or “**Project**”)

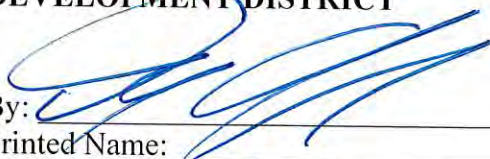
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Acquisition Agreement* dated March 19, 2021 agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the __ day of March, 2021.

DEEB, INC.


**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: 
Printed Name: _____
Title: _____

SUMMIT VIEW, LLC

By: JES Properties, Inc., its Manager

By: 
Printed Name: Douglas Weiland
Title: President

EXHIBITS:

- Landowner’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
- Bill of Sale for Improvements Completed to Date
- Engineer’s Certificate

**LANDOWNER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Dr. Douglas Weiland of Summit View, LLC ("**Landowner**"), who, after being first duly sworn, deposes and says:

- (i) I, Dr. Douglas Weiland, serve as President for Landowner and am authorized to make this affidavit on its behalf. The agreement ("**Construction Agreement**") between Landowner and Deeb, Inc. ("**Contractor**"), dated February 19, 2021, is contemporaneous with execution of this Affidavit being assigned to the Summit View Community Development District ("**District**"), and this Affidavit and Agreement is intended to further document such assignment.
- (ii) The Construction Agreement was informally competitively bid prior to its execution and is competitively priced.
- (iii) Landowner, in consideration for the District's acceptance of an assignment of the Construction Agreement agrees to indemnify and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Construction Agreement.
- (iv) Landowner has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has, or will within seven (7) days of execution of this Affidavit, furnish and record a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**.
- (vi) Landowner represents and warrants that there are no outstanding liens or claims relating to the Construction Agreement.
- (vii) Landowner represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (viii) To the extent the District does not have sufficient construction funds to complete the Construction Agreement, and pursuant to the construction funding agreement and/or completion agreement by and between the District and Summit View, LLC, Landowner

shall timely provide funds to the District so that the District may timely fund the Construction Agreement, provided however that such payments may be eligible for repayment under the Acquisition Agreement.

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

Executed this ____ day of March, 2021.

SUMMIT VIEW, LLC, a Florida limited liability company

WITNESS:

By: JES Properties, Inc., its Manager

[Print Name]

By: Douglas Weiland
Its: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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

**ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

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

- (i) The agreement ("**Construction Agreement**") between Summit View, LLC, and Contractor dated _____, 2021, is hereby assigned to the Summit View Community Development District ("**District**"). Contractor acknowledges and accepts such assignment of the Construction Agreement.
- (ii) Contractor represents and warrants that:
 - a. Contractor has furnished or will furnish a recorded performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
 - b. Contractor warrants all warranties, expressed and implied, to the District and will provide the warranty as provided in the Addendum to the Construction Agreement.
 - c. Contractor will record a notice of commencement, or an amended Notice of Commencement, regarding this project and the bonds recorded pursuant to this Acknowledgement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

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

Executed this ____ day of March, 2021.

DEEB, INC., a Florida corporation

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of March, 2021, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")

1. **ASSIGNMENT.** This Addendum applies to that certain contract formerly between Summit View, LLC and Deeb, Inc. ("**Contractor**"), now assigned to the Summit View Community Development District ("**District**"), attached hereto as **Exhibit A**. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing further work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Pasco County, Florida, a payment and performance bond with a surety insurer authorized to do business in Florida. The cost of such bond may be added to Contractor's agreement and invoiced to the District, which shall be paid upon approval by the District. Such bond and/or security shall be for 100% of the project cost as of the date of this Addendum and shall be in effect for a full year from the time of final completion of the project and final acceptance by the District. The Contractor may execute, deliver, and record such payment and performance bonds in accordance with the construction phase designations described in the Agreement. At such time when a Notice to Proceed is issued for future construction phases, Contractor shall post payment and performance bonds contemporaneously with the Notice to Proceed. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District's property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured's under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

5. **RETAINAGE.** Section 5.16 of the Contract is replaced with the following:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding ten percent (10%) of the payment. After fifty percent (50%) completion of the construction services, the Contractor may present

a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After fifty percent (50%) completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent (5%) of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

5. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under Section 19 of the Agreement shall continue to apply to the original indemnitees and shall further extend to the District and its supervisors, officers, consultants, agents, staff, and employees. The Contractor's obligations are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, shall be deemed amended such that the obligations extend to the maximum limits of the law.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District

and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Matt Huber ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 994-1001, MHUBER@RIZZETTA.COM, AND 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544.

8. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the

purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Summit View Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Contractor: Deeb, Inc.
8715 Robilina Road
Port Richey, FL 34668
Attn: _____

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

15. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

DEEB, INC., a Florida corporation

Witness

By: _____
Its: _____

Print Name of Witness

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: _____

Print Name of Witness

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Summit View Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the Contract is assigned to the Summit View Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. The entity will immediately notify the Summit View Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

STATE OF FLORIDA
COUNTY OF _____

Signature by authorized representative of Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,
this _____ day of _____, 2021, by _____, of the _____
_____ who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____
(SEAL)

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Summit View Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

4. Contractor's Federal Employer Identification Number (FEIN) is _____
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Subcontractor: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT C

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

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

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2021.

Contractor: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

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

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this ____ day of _____, 2021.

Subcontractor: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**CERTIFICATE OF INTERIM ENGINEER
FOR ASSIGNMENT OF CONSTRUCTION CONTRACT
MASTER INFRASTRUCTURE PROJECT**

March __, 2021

Board of Supervisors
Summit View Community Development District

Re: Summit View Community Development District (Pasco County, Florida)
Assignment of Construction Contract for Master Infrastructure Project

Ladies and Gentlemen:

Florida Land Design & Permitting, Inc., (the “**Engineer**”), as Interim District Engineer for the Summit View Community Development District (the “**District**”) and as design engineer for the project that is the subject of the Assignment of Construction Contract , as hereinafter defined, hereby makes the following certifications in connection with the assignment to the District by Summit View, LLC (“**Summit View, LLC**”) of that certain construction contract for Master Infrastructure Project between Deeb, Inc. (“**Contractor**”) and Summit View, LLC (“**Assignment of Construction Contract**”).

The undersigned, an authorized representative of the Engineer, hereby certifies that:

1. I have reviewed the unit pricing, bid proposal and construction contract between Summit View, LLC, and Contractor and in my professional opinion the contract amounts are fair, reasonable and competitive in the marketplace.
2. I have inspected the project encompassed within the Assignment of Construction Contract, and, at the time of this assignment, I certify that at the time of execution of this Assignment, said project has been completed in compliance with the permitted plans, specifications and within applicable permit requirements.
3. In my opinion, each aspect of the project set forth in the Assignment of Construction Contract (a) relates directly to the construction of improvements within the scope of the District’s capital improvement plan as set forth in the District’s adopted *Master Engineer Report*, dated March 17, 2021, (b) specifically benefits the property within the District boundaries as described in said Engineer’s Report, and (c) is fair and reasonable and does not exceed the value of the project as completed.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

**FLORIDA LAND DESIGN & PERMITTING,
INC.**

Paul Skidmore, P.E.,

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of March, 2021, by Paul Skidmore, as _____ of Florida Land Design & Permitting, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Tab 8

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

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
KE Law Group, PLLC
2800 S. Adams Street Tallahassee, Florida 32301

**AGREEMENT BY AND BETWEEN THE SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT AND SUMMIT VIEW, LLC, REGARDING THE TRUE-
UP AND PAYMENT OF ASSESSMENTS**

THIS AGREEMENT is made and entered into as of this 10th day of August, 2021, by and between:

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Pasco County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the “**District**”); and

SUMMIT VIEW, LLC, a Florida limited liability company, with a mailing address of 334 East Lake Road, #172, Palm Harbor, FL 34685 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the City Commission of the City of Dade City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the sole owner and developer of lands located in Pasco County, Florida (the “**County**”) within the boundaries of the District described in the attached **Exhibit A** (the “**District Lands**”); and

WHEREAS, a Final Judgment was issued on September 26, 2005, validating the authority of the District to issue up to \$35,000,000 in aggregate principal amount Summit View Community Development District Special Assessment Bonds in one or more series (the “**Bonds**”) to finance the design, acquisition, construction, installation, of community development facilities, services and improvements within and without the boundaries of the District as authorized by the Act; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, and facilities within and without the boundaries of the District, which plan is detailed in the *Amended and Restated Engineer's Report for the Summit View Community Development District*, dated June 2, 2021 (the "**Master Engineer's Report**" and the plan described therein, the "**Capital Improvement Plan**"), as supplemented by the *Supplemental Report No. 1 to the Amended and Restated Master Engineer's Report*, dated July 16, 2021 ("**Supplemental Report**", and the project described therein, the "**2021 Project**"), attached hereto as **Exhibit B**; and

WHEREAS, the District intends to issue its Summit View Community Development District Special Assessment Bonds, Series 2021A and its Summit View Community Development District Special Assessment Bonds, Series 2021B (together, the "**Series 2021 Bonds**") in a total principal amount of \$6,000,000 for the purpose of financing a portion of the 2021 Project; and

WHEREAS, pursuant to District Resolution Nos. 2020-30 2020-31 and 2021-36 (the "**Assessment Resolutions**"), the District imposed special assessments on the assessable lands within the District to secure the repayment of the Series 2021 Bonds (the "**Series 2021 Assessments**"); and

WHEREAS, Landowner agrees that all developable lands within the District benefit from the timely design, construction, or acquisition of the improvements that make up the 2021 Project; and

WHEREAS, Landowner agrees that the Series 2021 Assessments which were imposed on the assessable lands within the District have been validly imposed and constitute valid, legal and binding liens upon such lands, which Series 2021 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2021 Assessments on the assessable lands within the District, including the levy and lien of the master assessments; and

WHEREAS, the *Master Special Assessment Methodology Report*, dated April 30, 2021, as supplemented by the *Final Supplemental Special Assessment Allocation Report Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B*, dated July 29, 2021 (together, the "**Assessment Report**"), provides that as lands within the District are platted or replatted and developed, the allocation of the amounts assessed to and constituting a lien on the assessable lands within the District will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the District Lands, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the lands within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less (or more) than the densities assumed in the Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the Series 2021

assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2021 Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been legally and duly adopted by the District. Landowner further agrees that the Series 2021 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2021 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2021 Assessments collected by mailed notice of the District, said unpaid Series 2021 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the lands within the District and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Series 2021 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of one hundred eighty-five (185) single-family units representing Phases 1A and Phase 2B of development, as more specifically described by unit

size/number in the Assessment Report, will be constructed within a portion of the District.

B. *Process for Reallocation of Assessments.* For unplatted tracts, the Series 2021 Assessments will initially be levied on unplatted acreage within the District and will be reallocated as lands are platted and developed (the “**Reallocation**”). In connection with such platting of acreage, the Series 2021 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2021 Assessments to the residential product types being platted and developed and any remaining unplatted property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.

(i) Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Series 2021 Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the true-up calculation is to ensure that the 2021 Bond debt will be able to be assigned to at least the platted lots within the District. Thus, at the time of platting of any portion of District Lands, or any re-platting thereof, there must be at least the number of platted and developed lots in the District on which to assign the bond debt represented by the Series 2021 Bonds. If not, subject to (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted within the District as in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed each time lands within the District are platted and developed.

(iv) If at the time the True-Up calculation is performed, it is determined that less than the anticipated lots are to be platted and developed within the District, a True-Up Payment shall become due and payable by Landowner. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular installment of Series 2021 Assessments owned by Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Series 2021 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at

least forty-five (45) days prior to an interest payment date on the 2021 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

- (i) The foregoing is based on the District's understanding with Landowner that Landowner will plat or cause to be platted at least the anticipated 185 lots within the District as identified in the Assessment Report and Engineer's Report, which are anticipated to be in Phases 1A and 2B. However, the District agrees that nothing herein prohibits more or fewer than the anticipated residential dwelling units from being platted. In the event Landowner plats fewer than the anticipated lots within the District, the Landowner may either make a True-Up Payment or leave unassigned Series 2021 Assessments on un-platted lands within the District provided the maximum debt allocation per acre as set forth in the Assessment Resolution and Assessment Report is not exceeded. In no event shall the District collect Series 2021 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2021 Bonds, including all costs of financing and interest. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2021 Assessments collected in excess of the District's total debt service obligation for the Series 2021 Bonds, the District agrees to take appropriate action by resolution to equitably Reallocate the Series 2021 Assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of the Series 2021 Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the lands within the District, binding upon Landowner and its successors and assigns as to such lands or portions thereof, and any transferee of any portion of such lands as set forth in this Section, except as permitted by subsection 6.B., below, or subject to the conditions set forth in subsection 6.C., below.
- B. ***Exceptions*** – Landowner shall not transfer any portion of the lands within the District to any third party without complying with the terms of subsection 6.C. herein, other than:
 - i. Platted and fully developed lots to homebuilders restricted from re-platting;
 - ii. Platted and fully developed lots to end users; and

- iii. Portions of District lands which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.
- iv. Any transfer of any portion of District lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of such lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

C. **Transfer Conditions** – Landowner shall not transfer any portion of the District lands subject to the Series 2021 Assessments to any third party, except as permitted by Section 6.B. above, without satisfying the following condition (“**Transfer Condition**”): delivering a recorded copy of this Agreement to such third party and satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the lands subject to the Series 2021 Assessments only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the District Lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection 6.B. herein, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A.	If to the District:	Summit View Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Attn: District Manager
	With a copy to:	KE Law Group , PLLC 2800 S. Adams Street Tallahassee, Florida 32301 Attn: Jennifer Kilinski

B. If to the Landowner: Summit View, LLC
334 East Lake Road, #172
Palm Harbor, FL 34685
Attn: Dr. Doug Weiland

With a copy to: Stearns Weaver Miller Weissler Alhadeef &
Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
Attn: Jacob Cremer

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with respect to any material amendment with the prior written consent of the Trustee of the 2021 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2021 Bonds then outstanding.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties and the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding, or until the earlier of the date on which the Series 2021 Assessments are fully allocated to platted and developed units and such platted and developed units are not subject to replat. In any event, this Agreement shall be deemed terminated automatically as to any lot sold to an end-user. This Agreement shall also be deemed terminated automatically on any portion of District lands reflected in a Release of Lien as recorded by the District, so long as conditions for such recorded release are met and are consistent with the terms of this Agreement.

SECTION 11. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2021 Bonds, on behalf of the Majority Owners (as defined in the First Supplemental Indenture and Second Supplemental Indenture relating to the Series 2021 Bonds) shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Pasco County, Florida.

SECTION 15. EXECUTION IN 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.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

[Signature pages follow]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

WITNESSES:

SUMMIT VIEW, LLC, a Florida limited liability company

By: **JES PROPERTIES, INC.**, a Florida Corporation, its title manager and member

Witness Signature
Printed name:_____

Witness Signature
Printed name:_____

By: Douglas Weiland
Its: President

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of August, 2021, by Douglas Weiland, as President of JES Properties, Inc., as title manager and member of Summit View, LLC, for and on behalf of said entity. He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name: _____

Natalie Feldman

Vice Chairperson, Board of Supervisors

Witness Signature

Printed name: _____

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of August, 2021, by Natalie Feldman, as Chairperson/Vice Chairperson of the Board of Supervisors of the Summit View Community Development District, for and on behalf of the District. She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Description of District Lands

EXHIBIT A
Description of District Lands

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

Containing 135.35 acres, more or less.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

Tab 9

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

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
KE Law Group, PLLC
2800 S. Adams Street
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this 10th day of August 2021, by and between:

SUMMIT VIEW, LLC, a Florida limited liability company, with a mailing address of 334 East Lake Road, #172, Palm Harbor, FL 34685 (together with its successors and assigns, the “**Landowner**” or “**Assignor**”); and

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, whose address is c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the City Commission of the City of Dade City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is the owner of certain lands in Pasco County, Florida, located within the boundaries of the District, which lands initially include all approximately 135.35 gross acres within the District for the allocation of the Series 2021 Assessments (hereinafter defined) securing the Series 2021 Bonds (hereinafter defined) and which property description is attached hereto as **Exhibit A** and is incorporated herein by this reference; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Amended and Restated Engineer’s Report for the Summit View Community Development District*, dated June 2, 2021 (the “**Master Engineer’s Report**” and the plan described therein, the “**Capital Improvement Plan**”), as supplemented by the *Supplemental Report No. 1 to the Amended and Restated Master Engineer’s Report*, dated July 16, 2021 (“**Supplemental Report**”, and together with the Master Engineer’s Report, the “**Engineer’s Report**”, and the project described therein, the “**2021 Project**”); and

WHEREAS, the Capital Improvement Plan is in the total amount of approximately \$13,442,986.23; and

WHEREAS, a Final Judgment was issued on September 26, 2005, validating the authority of the District to issue up to \$35,000,000 in aggregate principal amount of Summit View Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing its \$3,355,000 Summit View Community Development District Special Assessment Bonds, Series 2021A, and \$2,645,000 Summit View Community Development District Special Assessment Bonds, Series 2021B (together, “**Series 2021 Bonds**”) in the principal amount of not exceeding \$6,000,000 to finance the 2021 Project, which is a portion of the design, construction and/or acquisition of the Capital Improvement Plan, as set forth in the Supplemental Report in the estimated amount of \$6,911,539.41; and

WHEREAS, the 2021 Project will generally be completed over the lands representing Phase 1A and Phase 2B of the development, as such is further defined in the District’s *Master Special Assessment Allocation Report*, dated April 30, 2021 (“**Master Assessment Report**”), as supplemented by that certain *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B*, dated July 29, 2021 (the “**Supplemental Assessment Report**” together with the Master Assessment Report, the “**Assessment Report**”); and

WHEREAS, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2021 Bonds; and

WHEREAS, the District's special assessments securing the Series 2021 Bonds (“**Series 2021 Assessments**”) will be imposed on those benefitted lands within the District as more specifically described in Resolutions 2021-30, 2020-31, and 2021-36 (collectively, “**Assessment Resolutions**”); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights (“**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Capital Improvement Plan (collectively, “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate development of a portion of the District, and the allocation of Series 2021 Assessments initially on all of the gross acres within the District, consistent with the Engineer’s Report and the Assessment Report until such time as the final platting and development of the first 185 units (and the payment of any true-up amounts due and securing the Series 2021 Bonds) is completed (“**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Series 2021 Assessments securing the Series 2021 Bonds, the District has certain remedies with respect to the lien of the Series 2021 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

WHEREAS, as inducement to the District to issue the Series 2021 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights relating to the Capital Improvement Plan as anticipated by and at substantially the densities and intensities envisioned in the 2021 Engineer’s Report and the Capital Improvement Plan; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Capital Improvement Program, including the 2021 Project, as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report and shall only be inchoate and shall become an absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2021 Assessments levied against lands within the District owned by the Assignor; provided, however, that such assignment shall only remain in effect to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the lands within the District, successors-in-interest (including successors in interest that are affiliates of Landowner) to the Landowner’s Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Pasco County, Florida, except as to Prior Transfers (defined below); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Program, including the 2021 Project; and

WHEREAS, absent this Assignment becoming absolute, it shall automatically terminate upon the occurrence of certain events described herein.

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

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

2. COLLATERAL ASSIGNMENT. In the event of Assignor’s default in the payment of the Series 2021 Assessments securing the Series 2021 Bonds, the Assignee shall be entitled to exercise its Remedial Rights to secure control and/or title to the lands within the district subject to the Series 2021 Assessments. Such exercise of Remedial Rights by Assignee may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (“**SPE**”) to hold title to the lands within the District subject to the Series 2021 Assessments, as designee of the Assignee. The Assignor hereby agrees to unconditionally

collaterally assign to Assignee or its designee, to the extent assignable, and to the extent that they are owned or controlled by Assignor, all of its Development and Contract Rights as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2021 Assessments levied against the lands within the District subject to the Series 2021 Assessments. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lots which have been conveyed to homebuilders (acknowledging further replatting is prohibited) or end-users effective as of such conveyance, and (y) any portion of the Development and Contract Rights which relates solely to any portion of the District which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Dade City, Florida, and/or Pasco County, Florida, Assignee, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the applicable permits, approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a "**Prior Transfer**"). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

(a) Any declaration of covenants of a homeowner's association governing the lands within the District subject to the Series 2021 Assessments, as recorded in the Official Records of Pasco County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Landowner" or "Declarant" thereunder.

(b) Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the lands within the District subject to the Series 2021 Assessments.

(c) Preliminary and final plats and/or site plans for the lands within the District subject to the Series 2021 Assessments.

(d) Architectural plans and specifications for public buildings and other improvements to the lands within the District subject to the Series 2021 Assessments, other than those associated with homebuilding and home construction.

(e) Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the lands within the District subject to the Series 2021 Assessments and construction of improvements thereon.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the lands within the

District subject to the Series 2021 Assessments or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

(g) Franchise or other agreements for the provision of water and wastewater service to the lands within the District subject to the Series 2021 Assessments, and all hookup fees and utility deposits paid by Assignor in connection therewith.

(h) Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of the lands within the District subject to the Series 2021 Assessments by Assignor in connection with the development of the lands within the District subject to the Series 2021 Assessments or the construction of improvements thereon, to the extent not already assigned to the District pursuant to that certain Assignment of Assignment Funds and Closing Proceeds, executed contemporaneously herewith.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

This Assignment is not intended to and shall not impair or interfere with the development within the District, including, without limitation, any purchase and sale agreements for platted lots with homebuilders (“**Builder Contracts**”), and shall be inchoate and shall only become an absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2021 Assessments (including the true-up payments) levied against the lands within the District subject to the Series 2021 Assessments owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be in effect to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting Assignor’s ability to assign Development and Contract Rights in the ordinary course of business, and the Assignor expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Assignor related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes absolute. However, to the extent the Landowner’s exercise of rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost. Moreover, the Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District’s interests.

If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically terminate upon the earliest to occur of the following events (herein, the “**Term**”): (i) payment of the Series 2021 Bonds in full; and (ii) Development Completion. At Landowner’s request and the District’s confirmation that the provisions of the foregoing have been satisfied, District and Landowner will record a notice or other appropriate instrument in the Public Records of Pasco County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of the lands within

the District subject to the Series 2021 Assessments so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of the lands within the District subject to the Series 2021 Assessments and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the lands within the District subject to the Series 2021 Assessments so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that, subject to the Builder Contracts now or hereafter executed by Assignor pursuant to the terms of the Builder Contracts:

(a) Other than in connection with the sale of lots to homebuilders or end users located within the District subject to the Series 2021 Assessments and in the ordinary course of business, Assignor has made no assignment of the Development and Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor and except as permitted or stated herein, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.

(d) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(e) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(f) Any transfer, conveyance or sale of the lands within the District subject to the Series 2021 Assessments, shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment (including successors-in-interest that are affiliates of Landowner), except to the extent constituting a Prior Transfer.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term:

(a) Assignor will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any material breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default ("**Event of Default**"). Additionally, the failure to timely pay the Series 2021 Assessments levied and imposed upon lands owned by Assignor shall constitute an Event of Default.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee's designee may, as Assignee's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

(c) Further assign its rights and remedies hereunder, in the event that an SPE takes title of the Development or any portion thereof;

(d) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the lands within the District subject to the Series 2021 Assessments or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of such District land nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or

(e) Demand, effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following and Event of Default, that

Assignor use commercially reasonable efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2021 Bonds) nor waive or release any third party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third party, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

8. AUTHORIZATION OF PERFORMANCE. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee or its designee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

10. SUCCESSORS; THIRD-PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Subject to the next succeeding paragraph nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the lands within the District subject to the Series 2021 Assessments here from upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2021 Bonds, shall have the right to directly enforce the provisions of this

Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2021 Bonds, which consent shall not be unreasonably withheld.

11. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both the District and the Landowner and the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding.

13. AUTHORIZATION OF EXECUTION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the execution of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Assignment (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A. If to the District: Summit View Community
Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: KE Law Group, PLLC
2800 S. Adams Street
Tallahassee, Florida 32301
Attn: Jennifer Kilinski

B. If to the Landowner: Summit View, LLC
334 East Lake Road, #172
Palm Harbor, FL 34685
Attn: Dr. Doug Weiland

With a copy to: Stearns Weaver Miller Weissler Alhadeef &
Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
Attn: Jacob Cremer

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

14. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

15. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Pasco County, Florida.

16. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

20. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and

acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. TERMINATION. This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the parties and the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding. This Assignment shall also be terminated upon full payment of the Series 2021 Assessments securing the Series 2021 Bonds, as evidenced by a termination of assignment recorded by the District.

22. EFFECTIVE DATE. This Assignment shall be effective after execution by both the District and the Landowner.

[Signature pages follow]

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

SUMMIT VIEW, LLC, a Florida limited liability company

By: **JES PROPERTIES, INC.**, a Florida Corporation, its title manager and member

Witness

By: Douglas Weiland
Its: President

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of August, 2021, by Douglas Weiland, as President of JES Properties, Inc., as title manager and member of Summit View, LLC, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Natalie Feldman

Vice Chairperson, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of August, 2021, by Natalie Feldman, as Vice Chairperson of the Board of Supervisors of the Summit View Community Development District, for and on behalf of the District. She [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A
Landowner Lands

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

Containing 135.35 acres, more or less.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

Tab 10

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

Jennifer Kilinski, Esq.
KE Law Group, PLLC
2800 S. Adams Street
Tallahassee, Florida 32301

(This space reserved for Clerk)

**DECLARATION OF CONSENT TO JURISDICTION OF
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

Summit View, LLC a Florida limited liability company (the “**Landowner**”), is the owner of those lands described in **Exhibit A** attached hereto (the “**Property**”), located within the boundaries of Summit View Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns, shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is and has been at all times, on and after June 28, 2005, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Commission of the City of Dade City, Florida (the “**City Commission**”) relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 005-0894, effective as of July 12, 2005, was duly and properly enacted by the City Commission in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District (“**Board**”) were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from July 12, 2005, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2021-30, 2021-31 and 2021-36 (collectively, the “**2021 Assessment Resolutions**” and the special assessments imposed thereby, the “**Series 2021 Assessments**”), duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Series 2021 Assessments and the Series 2021 Assessments, are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other state liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the 2021 Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the

improvements are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the 2021 Assessment Resolutions.

4. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Series 2021 Assessments, the 2021 Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$3,355,000 in Special Assessment Bonds, Series 2021A and its \$2,645,000 in Special Assessment Bonds, Series 2021B (together, the "**2021 Bonds**") securing payment thereof, and all other documents and certifications relating to the issuance of the 2021 Bonds (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the Series 2021 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent the Landowner fails to timely pay any Series 2021 Assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*. Notwithstanding the foregoing, nothing in this Consent shall be deemed to imply or impose personal liability upon the Landowner to pay the Series 2021 Assessments, except for the Landowner's obligations under the Completion Agreement and Collateral Assignment of even date herewith, the Landowner shall not suffer or incur any personal liability to pay any Assessments, and the District's sole remedies for Landowner's non-payment of any Assessments shall be against the real estate subject to the lien of the Series 2021 Assessments and rights assigned under the Collateral Assignment and as otherwise provided for in law.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, section 197.573, *Florida Statutes*. Other information regarding the Series 2021 Assessments is available from the District Manager (Rizzetta & Company, Inc.), 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

6. THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE,

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

Effective as of this 10th day of August, 2021.

WITNESSES:

“Landowner”

SUMMIT VIEW, LLC, a Florida limited liability company

By: **JES PROPERTIES, INC.**, a Florida Corporation, its title manager and member

Print Name: _____

By: Douglas Weiland
Its: President

Print Name: _____

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of August, 2021, Douglas Weiland, as President of JES Properties, Inc., as title manager and member of Summit View, LLC, for and on behalf of said entity. He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Property

Exhibit A

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

Containing 135.35 acres, more or less.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

Tab 11

**AGREEMENT BETWEEN THE SUMMIT VIEW COMMUNITY DEVELOPMENT
DISTRICT AND SUMMIT VIEW, LLC
REGARDING THE COMPLETION OF DISTRICT IMPROVEMENTS**

THIS COMPLETION AGREEMENT (the “**Agreement**”) is made and entered into this 10th day of August, 2021, by and between:

Summit View Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Dade City, Florida (the “**District**”); and

Summit View, LLC, a Florida limited liability company, the primary owner and/or developer of lands within the boundary of the District (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the City Commission of the City of Dade City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the sole owner of lands located in Pasco County, Florida, located within the boundaries of the District as described in **Exhibit A** (the “**Landowner Lands**”) which is attached hereto and incorporated by reference; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, and facilities within and without the boundaries of the District, which plan is detailed in the *Amended and Restated Engineer’s Report for the Summit View Community Development District*, dated June 2, 2021, as may be further amended or supplemented from time to time (the “**Master Engineer’s Report**” and the plan described therein, the “**Capital Improvement Plan**”) as supplemented by the *Supplemental Report No. 1 to the Amended and Restated Master Engineer’s Report*, dated July 16, 2021 (“**Supplemental Report**”), and the project described therein, the “**2021 Project**”, which 2021 Project is in the estimated amount of \$6,911,539.41 (together the Master Engineer’s Report and the Supplemental Report hereinafter defined as the “**Engineer’s Report**”), which reports are attached hereto as **Exhibit B**; and

WHEREAS, the total cost of the Capital Improvement Plan is estimated to be approximately \$13,442,986.23; and

WHEREAS, a Final Judgment was issued on September 26, 2005, validating the authority of the District to issue up to \$35,000,000 in aggregate principal amount of Summit View Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing its Summit View Community Development District Special Assessment Bonds, Series 2021A, and its Summit View Community Development District Special Assessment Bonds, Series 2021B (together, the “**Series 2021 Bonds**”) in a total amount of not exceeding \$6,000,000 to finance a portion of the 2021 Project; and

WHEREAS, the Series 2021 Project will benefit the assessable lands within the District as described in the District’s *Master Special Assessment Allocation Report*, dated April 30, 2021, as supplemented by that certain *Final Supplemental Special Assessment Allocation Report Series 2021A and Special Assessment Bonds, Series 2021B*, dated July 29, 2021 (together, the “**Assessment Report**”); and

WHEREAS, in order to ensure that the 2021 Project is completed and funding is available in a timely manner to provide for completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the 2021 Project over and above the available proceeds from the Series 2021 Bonds, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated herein by this reference as a material part of this Agreement.

2. COMPLETION OF 2021 PROJECT. The Landowner and District agree and acknowledge that the District’s proposed Series 2021 Bonds will provide only a portion of the funds necessary to complete the 2021 Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the 2021 Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs (“**Remaining Project**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and Landowner hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Landowner may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Future Bonds – The parties agree that any funds provided by Landowner to fund the Remaining Project that the District will acquire may be later payable from the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2021 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities from the issuance of such future bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2021 Bonds – to provide funds for any portion of the Remaining Project. The Landowner shall be required to meet its obligations hereunder and complete the 2021 Project regardless of whether the District issues any future bonds (other than the Series 2021 Bonds) or otherwise pays the Landowner for any of the Remaining Project. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Landowner for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the 2021 Project may change from that described in the Supplemental Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the 2021 Project shall be made by a written amendment to the Supplemental Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2021 Project shall require the prior written consent of the Trustee acting at the direction of

the bondholders holding a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding; however, such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the 2021 Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the Supplemental Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. If any conveyance of the remaining project is directly to another unit of government pursuant to an agreement or otherwise, and such infrastructure is purchased with proceeds of future bonds, an opinion of the District's Bond Counsel should be required to the effect that such conveyance will not affect the tax exempt status of the District's bonds.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2021 Bonds and use of the proceeds thereof to fund a portion of the 2021 Project, and (b) the scope, configuration, size and/or composition of the 2021 Project not materially changing without the consent of the Landowner; however, such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the 2021 Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the 2021 Project in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to such material change without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (excluding punitive, special or consequential damages) and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner and the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding.

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

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to District:** Summit View Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: KE Law Group, PLLC
2800 S. Adams Street
Tallahassee, Florida 32301
Attn: Jennifer Kilinski

B. **If to Landowner:** Summit View Land, LLC
334 East Lake Road, # 172
Palm Harbor, FL 34685
Attn: Dr. Doug Weiland

With a copy to: Stearns Weaver Miller Weissler Alhadeef &
Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
Attn: Jacob Cremer

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

9. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a

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

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

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2021 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2021 Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the bondholders holding the majority of the aggregate principal amount of the Series 2021 Bonds then outstanding; provided that such consent shall not be unreasonably withheld by the District and the Trustee's consent shall not be required in the event of a sale of the majority of the Landowner Lands then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

[Signatures on following page]

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

Attest:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: Natalie Feldman
Its: Vice Chairperson

SUMMIT VIEW, LLC, a Florida limited liability company

By: **JES PROPERTIES, INC.**, a Florida Corporation, its title manager and member

Witness

By: Doug Weiland
Its: President

Exhibit A: Landowner Lands
Exhibit B: Engineer's Reports

Exhibit A
Landowner Lands

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

Containing 135.35 acres, more or less.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

Exhibit B
Engineer's Reports

[attached beginning at following page]

Tab 12

Hopping Green & Sams

Attorneys and Counselors

July 19, 2021

Matt Huber, District Manager
Dr. Doug Weiland, Chairperson
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
mhuber@rizzetta.com
dweiland@jesproperties.com

RE: Summit View CDD

VIA EMAIL

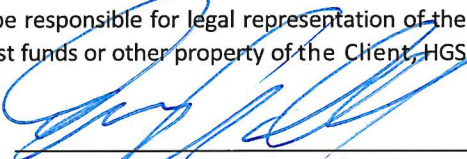
RE: JOINT LETTER BY HOPPING GREEN & SAMs AND KE LAW GROUP, PLLC, ANNOUNCING THE DEPARTURE OF ROY VAN WYK, JERE EARLYWINE, JENNIFER KILINSKI, SARAH WARREN AND LAUREN GENTRY TO KE LAW GROUP, PLLC

Dear Dr. Weiland and Matt,

As of July 19, 2021, Roy Van Wyk, Jere Earlywine, Sarah Warren, Lauren Gentry, and Jennifer Kilinski ("Attorneys") will be withdrawing as Attorneys from Hopping Green & Sams, P.A. ("HGS") and will be working for KE Law Group, PLLC ("KE Law"). Attorneys have provided services in connection with this Firm's representation of the Client on the above referenced matter(s) (the "Client Matters"). While Attorneys through their new firm, KE Law, and HGS, are each prepared to continue as the Clients' legal counsel with respect to the Client Matters, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and files should be transferred to KE Law, or remain with HGS.

Please select one of the following alternatives:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred to Attorneys and their new firm, KE Law. Please transfer to Attorneys and their new firm all original files and electronic files relating to the Client Matters. The Client understands that HGS will have the right to keep a copy of those files. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, Attorneys and their new firm, KE Law, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds or property KE Law.


(Please sign if you want Alternative #1;
otherwise, do not sign on this line.)

7/20/2021
[DATE]

2. ALTERNATIVE #2. The Client does not want any files or pending matters transferred to Attorneys or their new firm. HGS should continue to serve as the Clients' legal counsel for all pending matters until the attorney-client relationship is changed sometime after the date of this document. All Client Matters and files should remain in the custody of HGS until further notice.

(Please sign if you want Alternative #2;
otherwise, do not sign this line.)

[DATE]

3. If you do not want either Alternative #1 or Alternative #2, please advise us what we should do regarding your matters and files.

(Please sign here if you have [DATE]
Given instructions under Alternative
#3; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, AmyC@hgslaw.com and MarkS@hgslaw.com, with a copy to roy@kelawgroup.com, jere@kelawgroup.com, sarah@kelawgroup.com, lauren@kelawgroup.com, jennifer@kelawgroup.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMs, P.A.



By: Jonathan Johnson

Its: President

Date: July 19, 2021

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 19, 2021

Tab 13



P.O. Box 6386, Tallahassee, Florida 32314

**KE LAW GROUP, PLLC
FEE AGREEMENT
SUMMIT VIEW CDD**

I. PARTIES

THIS AGREEMENT ("Agreement") is made and entered into by and between the following parties:

- A. Summit View Community Development District ("Client")
c/o District Manager
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 32092

and

- B. KE Law Group, PLLC ("KE Law")
P.O. Box 6386
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2021, the discounted hourly rates will be \$325 per hour for partners, \$285 per hour for associates, \$225 per hour for part-time contract attorneys, and \$170 per hour for paralegals. All hourly rates may be increased annually by \$5 per hour.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client

File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

SUMMIT VIEW CDD

By: Dr. Doug Weiland

Its: Chair

Date: _____

KE LAW GROUP, PLLC

Jennifer Kilinski

By: Jennifer Kilinski

Its: Authorized Member

Date: July 20, 2021

ATTACHMENT A

KE LAW GROUP, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS mileage reimbursement rates.

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

Tab 14

RESOLUTION 2021-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED OFFICE.

WHEREAS, the Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Pasco County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Matthew E. Huber is hereby designated as Registered Agent for the Summit View Community Development District.

Section 2. The District's Registered Office shall be located at Rizzetta & Company, Inc., 12750 Citrus Park Lane, Ste. # 15, Tampa, FL 33625.

Section 3. In accordance with Section 189.014(1), *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with the City of Dade City, Pasco County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective on upon its adoption.

PASSED AND ADOPTED THIS 6TH DAY OF AUGUST 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors