



Rizzetta & Company

Summit View Community Development District

**Board of Supervisors' Meeting
March 18, 2022**

**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 Vacant	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	Ed Mazur	Florida Land Design & Permitting

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

March 10, 2022

Board of Supervisors Summit View Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, March 18, 2022 at 10:00 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 agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on December 17, 2021Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for November and December 2021 and January 2022Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of John Blakley's Resignation Letter..... Tab 3
 - B. Consideration of a Board Supervisor Replacement for Vacant Seat #1
 1. Administer Oath of Office to Newly Appointed Supervisor..... Tab 4
 2. Review of Form 1 and Sunshine Amendment
 - C. Consideration of AMTEC's Arbitrage Rebate Proposal..... Tab 5
 - D. Ratification of Tri-Party Agreement with Developer, City and Summit View CDD..... Tab 6
 - E. Ratification of Agreement for Professional Engineering Services..... Tab 7
 - F. Consideration of Resolution 2022-02, Amending Collection Schedule..... Tab 8
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. 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

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Summit View Community Development District was held on **Friday, December 17, 2021, at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Dr. Weiland	Board Supervisor, Chairman
Natalie Feldman	Board Supervisor, Vice Chairman
Pete Williams	Board Supervisor, Assistant Secretary
John Blakley	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager, Rizzetta & Company
Jayna Cooper	Associate District Manager, Rizzetta & Company
Jennifer Kilinski	District Counsel, KE Law Group (via conf. call)
Paul Skidmore	District Engineer, Florida Land Design & Permitting

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and conducted roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Huber advised for the record that no members of the public were present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Special Meeting held on August 6, 2021

The meeting minutes were amended to change the amount of the requisition under the sixteenth order of business.

On a Motion by Mr. Williams, seconded by Ms. Feldman, with all in favor, the Board approved the minutes of the Board of Supervisors' special meeting held on August 6, 2021 as amended for Summit View Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Meeting held on
August 20, 2021**

A discussion ensued regarding HGS invoices.

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on August 20, 2021 as presented for Summit View Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for August,
September and October 2021**

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for August (\$17,025.44), September (\$5,000.00) and October 2021 (\$9,500.80) for Summit View Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Egis Insurance Proposal
for Fiscal Year 2021/2022**

On a Motion by Dr. Weiland, seconded by Ms. Feldman, with all in favor, the Board of Supervisors ratified the Egis Insurance proposal for Fiscal Year 2021/2022 for Summit View Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Grau & Associates
Revised Engagement Letter**

Mr. Huber informed the Board that Grau & Associates had increased their fees for Fiscal Year ended September 30, 2021 due to bond issuance. The Board would like to revisit Grau & Associates agreement after a year.

On a Motion by Mr. Williams, seconded by Dr. Weiland, with all in favor, the Board of Supervisors approved Grau & Associates revised Engagement Letter for Fiscal Year ending September 30, 2021 for Summit View Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2022-01,
Meeting Notices**

Ms. Kilinski presented and reviewed Resolution 2022-01, Meeting Notices.

On a Motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved Resolution 2022-01, Meeting Notices for Summit View Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Contractual
Assignment for Rizzetta Technology
Services**

On a Motion by Mr. Williams, seconded by Dr. Weiland, with all in favor, the Board of Supervisors approved the Contractual Assignment for Rizzetta Technology Services for Summit View Community Development District.

TENTH ORDER OF BUSINESS

**Discussion Regarding Public Facilities
Report**

Mr. Huber informed the Board that Florida Statutes requires the District to have a Public Facilities Report.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report. Mr. Williams asked if there were any legislation updates. Ms. Kilinski will provide the updates in the future.

B. District Engineer

Mr. Skidmore stated that the paving will start this week.

C. District Manager

Mr. Huber reminded the Board that the next regular scheduled meeting is January 21, 2022 at 10:00 a.m.

TWELFTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no audience members present to comment.

Mr. Huber asked if there were any Supervisor requests. Ms. Feldman inquired about the legislative updates. Mr. Williams explained the updates.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Huber stated that if there was no further business to come before, then a motion to adjourn would be in order.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

December 17, 2021 - Minutes of Meeting

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On a Motion by Ms. Feldman, seconded by Mr. Williams, with all in favor, the Board of Supervisors adjourned the meeting at 10:21 a.m. for Summit View Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

Tab 2

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures November 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,955.75**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Summit View Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Department of Economic Opportunity	001042	84981	Special District Fee FY 21/22	\$ 175.00
Hopping Green & Sams, P.A.	001040	124914	General Legal Services 07/21	\$ 780.75
Rizzetta & Company Inc	001041	INV0000062511	District Management Fees 11/21	<u>\$ 4,000.00</u>
Report Total				<u>\$ 4,955.75</u>

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures January 2022 For Board Approval

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

The total items being presented: **\$5,875.11**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Summit View Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
F Pete Williams	001048	PW121721	Board Of Supervisors Meeting 12/17/21	\$ 200.00
John C Blakely	001045	JB121721	Board Of Supervisors Meeting 12/17/21	\$ 200.00
KE Law Group	001049	936	General Legal Services 12/21	\$ 1,160.71
Natalie T Feldman	001046	NF121721	Board Of Supervisors Meeting 12/17/21	\$ 200.00
Rizzetta & Company Inc	001050	INV0000064538	District Management Fees 01/22	\$ 4,000.00
Times Publishing Company	001047	0000198924 12/08/21	Account #314820 Legal Advertising 12/21	<u>\$ 114.40</u>
Report Total				<u>\$ 5,875.11</u>

Tab ☐

TRI-PARTY AGREEMENT – PERFORMANCE BOND

THIS AGREEMENT is made and entered into this 23rd day of February, 2022 by and between:

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

The City of Dade City, a Florida municipal corporation (the “**City**”); and

Summit View, LLC, a Florida limited liability company (the “**Developer**” together with the District and the City, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”); and

WHEREAS, the Act authorizes the District to issue bonds and levy assessments for the purposes of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, any assessments levied by the District are 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; and

WHEREAS, the District, on July 29, 2021, issued Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B (together, the “**Bonds**”) to finance the construction and acquisition of public improvements within the District; and

WHEREAS, the Bonds are secured by special assessments levied by the District, which assessments are security for repayment of the Bonds; and

WHEREAS, proceeds from the Bonds were deposited into a trust account for the purpose of acquisition and construction of the public infrastructure and may only be released pursuant to the terms of that certain Second Supplemental Trust Indenture securing the Series 2021B Bonds, entered into by and between the District and Regions Bank, as Trustee, which indenture is attached hereto as **Exhibit A** (“**Indenture**”); and

WHEREAS, the Indenture provides a Disbursement Schedule which includes funds pledged for use in conjunction with the development of Phase 2B of the District, as reflected in the Schedule of Disbursements contained in Exhibit C of the Indenture (“**2B Construction Fund**”); and

WHEREAS, Developer has entered into a completion agreement with the District guaranteeing completion of the District’s Capital Improvement Plan, which completion agreement is attached hereto as **Exhibit B**, and includes the obligation to complete and construct Phase 2B public improvements (“**Completion Agreement**”); and

WHEREAS, further action by the Developer, including additional development of Phase 2B of the District, requires the City's approval of the plat of Phase 2B; and

WHEREAS, the plat of Phase 2B shall neither be approved by the City Commission nor accepted for filing until security has been pledged for performance of the required public improvements for Phase 2B; and

WHEREAS, the City acknowledges that the District issued Bonds to finance the acquisition and construction of the public improvements for Phase 2B and further has a Completion Agreement enforceable by the District to ensure the completion of the Phase 2B improvements by the Developer; and

WHEREAS, the City seeks confirmation by the District that the funds held in the 2B Construction Fund, which funds are held in trust by the Trustee, will be used to construct public improvements for Phase 2B and not for any other purpose(s), subject to the terms and conditions of the Indenture, which confirmation is intended to be read consistent with the terms and conditions of the Indenture.

NOW THEREFORE, in consideration of the benefits that will accrue to each party arising out of the execution of this Agreement, the sufficiency whereof is hereby acknowledged, the Parties do hereby agree as follows:

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

2. CONFIRMATION OF AMOUNT OF BOND PROCEEDS FOR PHASE 2B PUBLIC IMPROVEMENTS. The District hereby confirms it has issued Bonds for the purposes, in part, of funding the acquisition and construction of Phase 2B and which funds were deposited in the District's 2B Construction Fund and held in trust for use in conjunction with the development of Phase 2B public improvements as set forth in the Indenture. The District further has a Completion Agreement with the Developer for purposes of completion of any public improvements subject to the completion agreement and not funded directly by the District. Accordingly, Sections 6.8.1, 6.8.2 and 7.4 of the City's Land Development Regulations should not bar the City Commission from approving and accepting for filing the plat for Phase 2B.

3. PERFORMANCE. The District and Developer hereby binds itself, its heirs, executors, administrators, successors, and assigns to the performance of this Agreement for so long as there are funds remaining in the 2B Construction Account or the completion of the Phase 2B improvements subject to the City's plat are completed, whichever is sooner.

4. ENFORCEMENT OF AGREEMENT. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. However, in no event shall the City or Developer become a third-party beneficiary to any agreement or for any funds held in trust by the District in conjunction with issuance of the Bonds or future bonds.

5. **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 each of the Parties.

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

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

- | | | |
|----|----------------------|--|
| A. | If to the District: | Summit View Community
Development District
5844 Old Paso Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager |
| | With a copy to: | KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel |
| B. | If to the City: | City of Dade City
38020 Meridian Ave.
Dade City, Florida 33525
Attn: City Manager |
| C. | If to the Developer: | Summit View, LLC
334 East Lake Rd., # 172
Palm Harbor, FL 34685
Attn: Dr. Doug Weiland |

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 each party may deliver Notice on behalf of the respective party he/she represents. 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 at least five (5) days written notice to the parties and addressees set forth herein.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully by and 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 all deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party as the drafter of that language.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason of, 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 Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; 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 Parties and their respective representatives, successors, and assigns.

10. ASSIGNMENT. None of the Parties may assign this Agreement without the prior written approval of the others.

11. 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.

12. EFFECTIVE DATE. This Agreement shall be effective after execution by all of the Parties hereto.

13. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to the District or City may be public records and treated as such in accordance with Florida law.

14. 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.

15. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limit 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.

16. 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.

17. 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 pages and acknowledgment pages, if any, may be

detached from the counterparts and attached to a single copy of this document physically to form one document.

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


Attest:


Secretary/Assistant Secretary

SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special-purpose government


By: Natalie Feldman
Its: Vice Chairman, Board of Supervisors

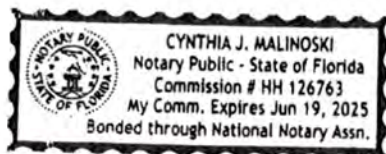
Witness:

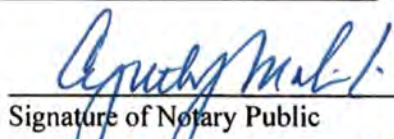

Signature
Cynthia J. Malinoski
Name

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of February, 2022, by Natalie Feldman, as Vice Chairman of the Board of Supervisors of Summit View Community Development District, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

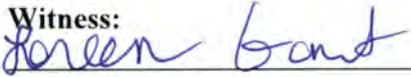



Signature of Notary Public
Cynthia J. Malinoski
Printed Name of Notary Public


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

THE CITY OF DADE CITY

By: 
Its: City Manager

Witness:

Signature

Loreen Gant

Witness:

Signature
MaAnna Harris
Name

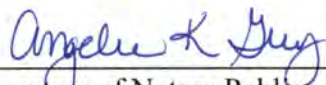
STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of February, 2022, by Leslie Porter, as City Manager of the City of Dade City. He/she is personally known to me or has produced _____ as identification.

NOTARY STAMP:



Angella K. Guy
Notary Public
State of Florida
Comm# HH016318
Expires 7/29/2024


Signature of Notary Public

Angella K Guy
Printed Name of Notary Public

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

Witness:

Cynthia J. Malinoski
Signature
Cynthia J. Malinoski
Name

SUMMIT VIEW, LLC
a Florida limited liability

Douglas Weiland
By: as manager
Its:

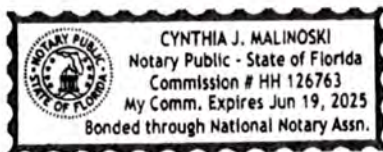
Witness:

Leticia Hernandez
Signature
Leticia Hernandez
Name

STATE OF Florida)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of February, 2022, by Douglas Weiland, of Summit View, LLC. He is personally known to me or has produced _____ as identification.

NOTARY STAMP:



Cynthia J. Malinoski
Signature of Notary Public
Cynthia J. Malinoski
Printed Name of Notary Public

EXHIBIT A: Trust Indenture

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of July 1, 2021

Authorizing and Securing
\$2,645,000
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B

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EXHIBIT A	DESCRIPTION OF 2021 PROJECT
EXHIBIT B	FORM OF SERIES 2021B BOND
EXHIBIT C	FORMS OF REQUISITIONS

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture"), dated as of July 1, 2021 between the SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 2005-0894 enacted by the City Commission of Dade City, Florida (the "City"), on June 28, 2005 and becoming effective on July 12, 2005 (the "Ordinance"); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 135 acres of land (herein, the "District Lands" or "District"), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2005-19 on July 29, 2005 (the "Original Authorizing Resolution"), authorizing the issuance of not to exceed \$35,000,000 in aggregate principal amount of its special assessment bonds to be issued in one or more Series (the "Bonds") to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a master trust indenture and supplemental indenture; and

WHEREAS, to the extent not constructed by the Issuer, Summit View, LLC, a Florida limited liability company (the "Landowner"), the master developer of the residential community to be located within the District and may construct all of the public infrastructure necessary to serve such residential community (herein, the "Development"), which such public infrastructure is necessary to develop the Development and will benefit the District Lands, and will be constructed and/or purchased by the Issuer with a portion of the proceeds of the herein described Series 2021B Bonds, herein described Series 2021A Bonds, and the Assigned Builder Contract Monies for Phases 1A and 2B of the Development (such public infrastructure as described on Exhibit A is herein collectively referred to as the "2021 Project"); and

WHEREAS, the Issuer has determined to issue a first Series of Bonds, designated as the Summit View Community Development District Special Assessment Bonds, Series 2021A (the

"Series 2021A Bonds"), pursuant to the Master Indenture and the First Supplemental Indenture (as herein defined) (hereinafter sometimes collectively referred to as the "Series A Indenture"), and

WHEREAS, the Issuer has also determined to issue a second Series of Bonds to finance a portion of the 2021 Project, designated as the Summit View Community Development District Special Assessment Bonds, Series 2021B (the "Series 2021B Bonds"), pursuant to the Master Indenture and this Second Supplemental Indenture (hereinafter sometimes referred to as the "Series B Indenture"); and

WHEREAS, the Series 2021A Bonds and Series 2021B Bonds are collectively referred to as the "Series 2021 Bonds"; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2021B Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the 2021 Project, (ii) funding Capitalized Interest through at least May 1, 2022, (iii) the funding of the Series 2021B Reserve Account, and (iv) the payment of the costs of issuance of the Series 2021B Bonds; and

WHEREAS, the Series 2021B Bonds will be secured by a pledge of Series 2021B Pledged Revenues (as hereinafter defined) to the extent provided herein; and

WHEREAS, the Series 2021A Bonds will be secured by a pledge of Series 2021A Pledged Revenues (as defined in the First Supplemental Indenture)

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2021B Bonds the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2021B Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2021B Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2021B Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2021B Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contracts rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Series B Indenture with respect to the Series 2021B Bonds

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2021B Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except

as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2021B Bond over any other Series 2021B Bond, all as provided in the Indenture

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2021B Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2021B Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect

ARTICLE I DEFINITIONS

In this Second Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed therein in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Acquisition of Work Product Improvements and Real Property Agreement relating to the acquisition of the 2021 Project, by and between the Landowner and the Issuer

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of the delivery of the Series 2021 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Series 2021 Bonds

"Assessment Resolutions" shall mean Resolution No. 2021-30, Resolution No. 2021-31 and Resolution No. 2021-36 of the Issuer adopted on May 19, 2021, June 8, 2021 and August 6, 2021, respectively, as amended and supplemented from time to time

"Assigned Builder Contract Moneys for Phases 1A and 2B" shall mean certain moneys the Landowner is due from the Builder pursuant to the Builder Contract, which includes (i) the fees paid by the Builder for the purchase of impact fee credits, which amounts shall be deposited into the Series 2021B Prepayment Subaccount, (ii) funds from the Builder due under the Builder Contract sufficient, when combined with the fees paid by Builder for the purchase of impact fee credits, to satisfy the lien of the Series 2021B Special Assessments on each lot which is \$12,105.26 per unit for a 40' lot, \$15,131.58 per unit for a 50' lot and \$18,157.89 per unit for a 60' lot, which amounts shall be deposited into the Series 2021B Prepayment Subaccount, plus accrued interest, and (iii) moneys in the amount of \$1,500,000, which moneys shall be deposited into the Series 2021B Acquisition and Construction Account. All of which moneys will be assigned to the Issuer by the Landowner pursuant to the Assignment, and shall be provided to the Trustee for deposit into the Accounts described clauses (i), (ii) and (iii) in the preceding sentence, and identified as such to the Trustee by the District Manager on behalf of the Issuer. The

Assignment terminates once: (i) the full deposit in clause (iii) has been made, and (ii) the Series 2021B Bonds are paid off in full.

"Assignment" shall mean that certain assignment agreement by and between the Issuer and the Landowner whereby the Landowner has assigned its rights to certain moneys to the Issuer which are payable by the Builder to the Landowner pursuant to the Builder Contract. Said Assignment shall not be amended or supplemented without the written consent of the Majority Holders of the Series 2021A Bonds and the Majority Holders of the Series 2021B Bonds.

"Authorized Denomination" shall mean, with respect to the Series 2021 Bonds, on the date of issuance, denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2021 Bonds at the time of initial delivery of the Series 2021 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2021 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Bonds" shall mean the Issuer's Special Assessments Bonds issued pursuant to this Master Indenture.

"Builder" shall mean D.R. Horton, Inc., a Delaware corporation and its successors and assigns.

"Builder Contract" shall mean that certain Lot Purchase Agreement dated as of July 16, 2020 by and between the Landowner and the Builder, as such agreement may be amended and supplemented from time to time.

"Capitalized Interest" shall mean interest due or to become due on the Series 2021B Bonds, which will be paid, or is expected to be paid, from the proceeds of the Series 2021B Bonds.

"Collateral Assignment" shall mean that certain Collateral Assignment and Assumption of Development Rights executed by the Landowner in favor of the Issuer whereby all of the Project Documents and other material documents necessary to complete the Development (comprising all of the development planned for the District) are collaterally assigned as security for the Landowner's obligation to pay the Series 2021A Special Assessments and the Series 2021B Special Assessments imposed against all lands within the District and which are expected to be absorbed by the lands within Phases 1A and 2B within the District owned by the Landowner or builders from time to time.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2021 Bonds, dated the date of delivery of the Series 2021 Bonds, by and among the Issuer, the denomination agent named therein, the Landowner and joined by the parties named therein, in connection with the issuance of the Series 2021 Bonds.

"District Manager" shall mean Ruzetta & Company, Incorporated and its successors and assigns.

"First Supplemental Indenture" shall mean that certain First Supplemental Trust Indenture dated as of July 1, 2021 by and between the Issuer and the Trustee and pursuant to which, together with the Master Indenture, the Series 2021A Bonds have been issued.

"Fully Absorbed" shall mean the date 100% of the principal portion of the Series 2021A Special Assessments have been assigned to residential units that have received certificates of occupancy.

"Indenture" or "Series B Indenture" shall mean collectively, the Master Indenture and this Second Supplemental Indenture.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing November 1, 2021, each Quarterly Redemption Date, and any other date the principal of the Series 2021B Bonds is paid.

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2021B Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of July 1, 2021, by and between the Issuer and the Trustee, as supplemented and/or amended with respect to matters pertaining solely to the Master Indenture or the Series 2021B Bonds (as opposed to supplemental or amendments relating to any other Series of Bonds).

"Paying Agent" shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property subject to the Series 2021B Special Assessments of the amount of the Series 2021B Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of true-up payments and/or accelerating and/or foreclosing the Series 2021B Special Assessments. "Prepayments" shall include, without limitation, Series 2021B Prepayment Principal.

"Quarterly Redemption Dates" shall mean February 1, May 1, August 1, and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2021B Bond payable upon redemption thereof pursuant to this Second Supplemental Indenture.

"Registrar" shall mean Regions Bank and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean, collectively, (i) Resolution No. 2005-19 of the Issuer adopted on July 29, 2005, pursuant to which the Issuer authorized the issuance of not exceeding \$35,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2021-32 of the Issuer adopted on June 18, 2021, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2021 Bonds in an aggregate principal amount of not exceeding \$8,000,000 to finance the acquisition of a portion of the 2021 Project, specifying the details of the Series 2021 Bonds and awarding the Series 2021 Bonds to the purchaser of the Series 2021 Bonds pursuant to certain parameters set forth therein.

"Series 2021 Special Assessments" shall mean both the Series 2021A Special Assessments and the Series 2021B Special Assessments provided however that the Series 2021 Special Assessments shall not include "special assessments" levied and collected by the District under Section 190.22 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.02(3) of the Act.

"Series 2021A Bonds" shall mean the \$3,355,000 aggregate principal amount of Summit View Community Development District Special Assessment Bonds, Series 2021A, to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the First Supplemental Indenture, and secured and authorized by the Master Indenture and the First Supplemental Indenture.

"Series 2021A Special Assessments" shall mean a portion of the Special Assessments levied on the assessable lands within the District as a result of the Issuer's acquisition and/or construction of the 2021 Project, corresponding in amount to the debt service on the Series 2021A Bonds and designated as such in the methodology report relating thereto.

"Series 2021B Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2021B Bond Redemption Account" shall mean the Series 2021B Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2021B Bonds" shall mean the \$2,645,000 aggregate principal amount of Summit View Community Development District Special Assessment Bonds, Series 2021B, to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

"Series 2021B Capitalized Interest Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

"Series 2021B Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2021B General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2021B Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2021B Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

"Series 2021B Pledged Revenues" shall mean with respect to the Series 2021B Bonds (a) all revenues received by the Issuer from the Series 2021B Special Assessments levied and collected on certain assessable lands within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2021B Special Assessments; (b) all moneys received by the Issuer from Assigned Builder Contract Moneys for Phases 1A and 2B pursuant to the Assignment; and (c) all moneys on deposit in the Funds, Accounts and subaccounts established under the Series B Indenture created and established with respect to or for the benefit of the Series 2021B Bonds; provided, however, that Series 2021B Pledged Revenues shall not include (A) any moneys transferred to the Series 2021B Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2021B Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.02(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B), and (C) of this proviso).

"Series 2021B Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of the Series 2021B Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Indenture or as a result of an acceleration of the Series 2021B Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2021B Special Assessments are being collected through a direct billing method.

"Series 2021B Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2021B Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2021B Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"Series 2021B Rebate Fund" shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Second Supplemental Indenture.

"Series 2021B Reserve Account" shall mean the Series 2021B Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

"Series 2021B Reserve Requirement" or "Reserve Requirement" shall mean \$175,000. Any amount in the Series 2021B Reserve Account may, upon final maturity or redemption of all

Outstanding Series 2021B Bonds be used to pay principal of and interest on the Series 2021B Bonds at that time.

"Series 2021B Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

"Series 2021B Special Assessments" shall mean a portion of the Special Assessments levied on the assessable lands within the District as a result of the Issuer's acquisition and/or construction of the 2021 Project, corresponding in amount to the debt service on the Series 2021B Bonds and designated as such in the methodology report relating thereto.

"2021 Project" shall mean a portion of the public infrastructure deemed necessary for the development of primarily Phases 1A and 2B of the Development within the District generally described on Exhibit A attached hereto.

"Underwriter" shall mean FMSBonds, Inc., the underwriter of this Series 2021B Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2021B Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II THE SERIES 2021B BONDS

SECTION 2.01. Amounts and Terms of Series 2021B Bonds, Issue of Series 2021B Bonds. No Series 2021B Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2021B Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$2,645,000. The Series 2021B Bonds shall be numbered consecutively from RA2-1 and upwards.

(b) Any and all Series 2021B Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2021B Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture, and the Trustee shall, at the Issuer's request, authenticate such Series 2021B Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2021B Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2021B Bonds shall be authenticated as set forth in the Master Indenture. No Series 2021B Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2021B Bonds.

(a) The Series 2021B Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing a portion of the 2021 Project; (ii) to fund the Series 2021B Reserve Account in an amount equal to the Series 2021B Reserve Requirement; (iii) to fund Capitalized Interest through at least May 1, 2022; and (iv) to pay the costs of issuance of the Series 2021B Bonds. The Series 2021B Bonds shall be designated "Summit View Community Development District Special Assessment Bonds, Series 2021B," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2021B Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2021B Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2021B Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof in which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2021, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book-entry only system of registration of the Series 2021B Bonds, the principal or Redemption Price of the Series 2021B Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2021B Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book-entry only system of registration of the Series 2021B Bonds, the payment of interest on the Series 2021B Bonds shall be made on each Interest Payment Date to the Owners of the Series 2021B Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2021B Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2021B Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2021B Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2021B Bonds

(a) The Series 2021B Bonds will mature on May 1 in the year and in the principal amount, and bear interest at the rate set forth below, subject to the right of prior redemption in accordance with its terms:

Year	Amount	Interest Rate
2041	\$2,645,000	5.000%

(b) Interest on the Series 2021B Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2021B Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2021B Bond Proceeds. From the net proceeds of the Series 2021B Bonds received by the Trustee in the amount of \$2,592,100.00:

(a) \$175,000.00 derived from the net proceeds of the Series 2021B Bonds (which is an amount equal to the Series 2021B Reserve Requirement) shall be deposited in the Series 2021B Reserve Account of the Debt Service Reserve Fund.

(b) \$85,880.25 derived from the net proceeds of the Series 2021B Bonds shall be deposited into the Series 2021B Capitalized Interest Account to pay Capitalized Interest.

(c) \$119,796.47 derived from the net proceeds of the Series 2021B Bonds shall be deposited into the Series 2021B Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2021B Bonds, and

(d) \$2,201,422.28 representing the balance of the net proceeds of the Series 2021B Bonds shall be deposited in the Series 2021B Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture. See on 4.01(a) hereof and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2021B Bonds. The Series 2021B Bonds shall be issued as one fully registered bond for each maturity of Series 2021B Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2021B Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2021B Bonds ("Beneficial Owners").

Principal and interest on the Series 2021B Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2021B Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2021B Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Code & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2021B Bonds in the form of fully registered Series 2021B Bonds in accordance with the instructions from Code & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2021B Bonds may be exchanged for an equal aggregate principal amount of Series 2021B Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 1.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2021B Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2021B Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 1.09. Conditions Precedent to Issuance of the Series 2021B Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2021B Bonds, all the Series 2021B Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of the Master Indenture, the First Supplemental Indenture and this Second Supplemental Indenture;
- (c) An opinion of Counsel to the District in the form required by the Master Indenture;
- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2021B Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;

(c) An opinion of Bond Counsel;

(f) A certificate of the issuer's methodology consultant that the benefit from the proposed 2021 Project equals or exceeds the amount of corresponding Series 2021B Special Assessments, and the Series 2021B Special Assessments are fairly and reasonably allocated across the lands that are subject to the Series 2021B Special Assessments, and the Series 2021B Special Assessments are sufficient to pay Debt Service on the Series 2021 Bonds; and

(g) A copy of the Collateral Agreement.

(END OF ARTICLE II)

**ARTICLE III
REDEMPTION OF SERIES 2021B BONDS**

SECTION 3.01. Redemption Dates and Prices. The Series 2021B Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2021B Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2021B Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2021B Bonds or portions of the Series 2021B Bonds to be redeemed randomly. Partial redemptions of Series 2021B Bonds shall be made in such a manner that the remaining Series 2021B Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2021B Bond.

The Series 2021B Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2021B Bonds shall be made on the dates specified below:

(a) **No Optional Redemption.** The Series 2021B Bonds are not subject to optional redemption.

(b) **Extraordinary Mandatory Redemption in Whole or in Part.** The Series 2021B Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2021B Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2021B Prepayment Principal deposited into the Series 2021B Prepayment Subaccount of the Series 2021B Bond Redemption Account following any Prepayment in whole or in part of the Series 2021B Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.03(a) of this Second Supplemental Indenture;

(ii) from monies, if any, on deposit in the Series 2021B Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2021B Rebate Fund and the Series 2021B Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2021B Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture;

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2021B Acquisition and Construction Account not otherwise reserved to complete a portion of the 2021 Project and which have been transferred to the Series 2021B General Redemption Subaccount of the Series 2021B Bond Redemption Account.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2021B Bonds under any provision of this Second Supplemental Indenture, the Trustee shall give or

cause to be given to Owners of the Series 2021B Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

**ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2021B SPECIAL ASSESSMENT LIENS**

SECTION 4.01. Establishment of Certain Funds and Accounts

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2021B Acquisition and Construction Account." Proceeds of the Series 2021B Bonds shall be deposited into the Series 2021B Acquisition and Construction Account in the amounts set forth in Section 2.06 of this Second Supplemental Indenture, together with any other moneys transferred to the Series 2021B Acquisition and Construction Account, including a portion of the Assigned Builder Contract Moneys for Phases 1A and 2B in the amount of \$1,500,000, as identified as such by the District Manager on behalf of the Issuer and such moneys in the Series 2021B Acquisition and Construction Account shall be applied as set forth in Section 5.01 of the Master Indenture, the Acquisition Agreement and this Section 4.01(a). The Trustee shall have no responsibility to determine what moneys received from the Assigned Builder Contract Moneys for Phases 1A and 2B are to be deposited into the Series 2021B Acquisition and Construction Account. After the Completion Date, any moneys remaining in the Series 2021B Acquisition and Construction Account, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2021B General Redemption Subaccount of the Series 2021B Bond Redemption Account and such Series 2021B Acquisition and Construction Account may be closed. Upon presentation to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2021B Acquisition and Construction Account and make payment to such Person designated in such requisition. The Consulting Engineer shall only approve a requisition for moneys on deposit in the Series 2021B Acquisition and Construction Account for the payee and the amounts attached to the form of requisition attached hereto as Exhibit C unless the Majority Holders consent to such other disbursed amount or payee. Only the components of the 2021 Project described on Exhibit A may be requisitioned from the Series 2021B Acquisition and Construction Account, as evidenced by approval of such requisition by the Consulting Engineer upon which the Trustee may conclusively rely. The Trustee shall have no obligation to determine the components of the 2021 Project being requisitioned and whether any such components are included in Exhibit A. Notwithstanding anything to the contrary, the Trustee shall pay requisitions presented under this Second Supplemental Indenture and First Supplemental Indenture on a pro-rata basis, except that the payment for the impact fees and mitigation credits may be requisitioned at any time only from the Series 2021B Acquisition and Construction Account and identified as such in the requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2021B Costs of Issuance Account." Proceeds of the Series 2021B Bonds shall be deposited into the Series 2021B Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture. Upon presentation to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2021B Costs of Issuance Account to pay the costs of issuing the Series 2021B Bonds. Six months after the issuance of the Series 2021B Bonds, any moneys remaining in the Series 2021B Costs of Issuance Account in excess of the actual costs of issuing the Series 2021B Bonds requested to be

disbursed by the Issuer shall be deposited into the Series 2021B Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2021B Bonds shall be paid from excess Series 2021B Pledged Revenues on deposit in the Series 2021B Revenue Account. When there are no further moneys therein, the Series 2021B Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2021B Revenue Account." The Series 2021B Special Assessments (except for Prepayments of Series 2021B Special Assessments which Prepayments of Series 2021B Special Assessments shall be identified as such by the Issuer to the Trustee and deposited in the Series 2021B Prepayment Subaccount) shall be deposited by the Trustee into the Series 2021B Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2021B Principal Account." Moneys shall be deposited into the Series 2021B Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two (2) separate Accounts within the Debt Service Fund designated as the "Series 2021B Interest Account" and the "Series 2021B Capitalized Interest Account." Moneys deposited into the Series 2021B Interest Account and Series 2021B Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Indenture, shall be applied for the purposes provided therein.

(e) [Reserved]

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the "Series 2021B Reserve Account." Proceeds of the Series 2021B Bonds shall be deposited into the Series 2021B Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2021B Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Second Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the next succeeding Business Day), the Trustee shall determine the amount on deposit in the Series 2021B Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2021B Bonds caused by investment earnings to the Series 2021B Acquisition and Construction Account until the Completion Date and thereafter to the Series 2021B Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2021B Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2021B Bonds to the Series 2021B General Redemption Subaccount of the

Series 2021B Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2021B Special Assessments and applied to redeem a portion of the Series 2021B Bonds is less than the principal amount of Series 2021B Bonds indebtedness attributable to such lands.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2021B Bond Redemption Account" and within such Account, a "Series 2021B General Redemption Subaccount," and a "Series 2021B Prepayment Subaccount." Except as otherwise provided in this Second Supplemental Indenture regarding Prepayments, moneys to be deposited into the Series 2021B Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2021B General Redemption Subaccount of the Series 2021B Bond Redemption Account.

(h) Moneys that are deposited into the Series 2021B General Redemption Subaccount of the Series 2021B Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2021B Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(i) hereof or in part pursuant to Section 3.01(b)(ii) hereof.

(i) Moneys in the Series 2021B Prepayment Subaccount of the Series 2021B Bond Redemption Account (including all earnings on investments held in such Series 2021B Prepayment Subaccount of the Series 2021B Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2021B Bonds equal to the amount of money transferred to the Series 2021B Prepayment Subaccount of the Series 2021B Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. The District Manager, on behalf of the Issuer, shall identify to the Trustee what moneys received from the Assigned Builder Contract Moneys for Phases 1A and 2B shall be deposited into the Series 2021B Prepayment Subaccount.

(j) The Issuer hereby directs the Trustee to establish a Series 2021B Rebate Fund designated as the "Series 2021B Rebate Fund." Moneys shall be deposited into the Series 2021B Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

SECTION 4.02. Series 2021B Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2021B Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2021, to the Series 2021B Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2021B Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2021B Capitalized Interest Account or the Series 2021B Interest Account not previously credited.

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing May 1, 2022, to the Series 2021B Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2021B Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2021B Capitalized Interest Account or the Series 2021B Interest Account not previously credited.

THIRD, no later than the Business Day next preceding the May 1, which is the principal payment date for any Series 2021B Bonds, to the Series 2021B Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2021B Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2021B Principal Account not previously credited.

FOURTH, notwithstanding the foregoing, at any time the Series 2021B Bonds are subject to redemption on a date which is not an Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2021B Interest Account, the amount necessary to pay interest on the Series 2021B Bonds subject to redemption on such date.

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2021B Bonds remain Outstanding, to the Series 2021B Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2021B Bonds, and

SIXTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2021B Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2021B Bonds and next, any balance in the Series 2021B Revenue Account shall remain on deposit in such Series 2021B Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2021B Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2021B Capitalized Interest Account to pay interest on the Series 2021B Bonds through at least May 1, 2022, moneys on deposit in the Series 2021B Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2021B Bonds on any subsequent Interest Payment Date if moneys remain after May 1, 2022. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.

SECTION 4.03. Power to Issue Series 2021B Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2021B Bonds, to execute and deliver the Indenture and to pledge the Series 2021B Pledged Revenues for the benefit of the Series 2021B Bonds to the extent set forth herein. The Series 2021B Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2021B Bonds, except the lien created by the Series 2021A Special Assessments and as otherwise permitted under the Master Indenture. The Series 2021B

Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2021B Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. 2021 Project to Conform to Consulting Engineer's Report. Upon the issuance of the Series 2021 Bonds, the Issuer will promptly proceed to construct or acquire the 2021 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto.

SECTION 4.05. Prepayments, Removal of Series 2021B Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2021B Special Assessments may, at its option, or as a result of acceleration of the Series 2021B Special Assessments because of non-payment thereof, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2021B Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2021B Special Assessments, which shall constitute Series 2021B Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to Series 2021B Special Assessment owned by such owner. Capitalized interest may be used to pay accrued interest.

(b) Upon receipt of the Series 2021B Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the District that the Series 2021B Special Assessment has been paid in whole or in part and that such Series 2021B Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the Series 2021B Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2021B Revenue Account to round up to an integral multiple of \$5,000 and deposit such amount into the Series 2021B Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2021B Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

**ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER**

SECTION 5.01. Collection of Series 2021B Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the Series 2021B Special Assessments relating to the acquisition and construction of the 2021 Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes except as set forth herein. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2021B Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or for platted lots that are owned by the Landowner, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2021B Special Assessments, and to levy the Series 2021B Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2021B Bonds when due. All Series 2021B Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it, however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2021B Accounts and subaccounts therein created hereunder and Funds relating therein.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligation secured by the Series 2021B Special Assessments levied against any assessable lands within the District that are securing the Series 2021A Bonds. Unless all the Series 2021A Special Assessments have been Fully Absorbed and the Series 2021B Bonds are no longer Outstanding, the Issuer further covenants not to issue any other Bonds or debt obligations secured by any other Special Assessments or other non ad valorem assessments. Such covenants of the Issuer will not prevent the Issuer from issuing refunding bonds or preclude the Issuer from imposing Special Assessments or other non ad valorem assessments on any lands within the District that are securing the Series 2021 Bonds in connection with capital projects that are necessary for health, safety or welfare reasons or to remediate any natural disaster.

Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments on lands that are subject to the Series 2021B Special Assessments other than the Series 2021B Special Assessments, at any time upon the written consent of the Majority Holders.

The Issuer and the Trustee may rely on a written certificate from the District Manager regarding the status of the Series 2021A Special Assessments and the Series 2021B Special Assessments.

SECTION 5.05. Require Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgment Regarding Series 2021B Acquisition and Construction Account Monies Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2021B Bonds, the Series 2021B Bonds are payable solely from the Series 2021B Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that upon the occurrence of an Event of Default with respect to the Series 2021B Bonds, (i) the 2021B Pledged Revenues include, without limitation, all amounts on deposit in the Series 2021B Acquisition and Construction Account then held by the Trustee, (ii) the Series 2021B Pledged Revenues may not be used by the Issuer (whether to pay costs of the Series 2021B Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2021B Pledge Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture except as provided herein. During the continuance of a payment related default ("Payment Related Default"), the Majority Holders shall have the right to provide direction to the Issuer to terminate, suspend, or proceed under any contracts for construction of the 2021 Project entered into prior to the occurrence of such Payment Related Default. The Majority Holders may provide such direction at any time during the continuance of such payment related default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(a) Until such time as the Majority Holders provide such direction to the Issuer, disbursements may be made without the consent of the Majority Holders for Costs incurred by the Issuer under construction contracts entered into by the Issuer prior to the occurrence of such Payment Related Default.

(b) Upon direction by the Majority Holders to proceed under any such contract(s), no consent of the Majority Holders shall be required for disbursements for Costs incurred by the Issuer thereafter through the date of suspension or termination of such contract.

(c) Upon direction by the Majority Holders to suspend or terminate such construction contract(s), disbursements for Costs incurred by the Issuer thereafter shall only be made (x) for disbursements for Costs incurred by the Issuer under construction contracts entered into by the Issuer prior to the occurrence of such Payment Related Default which Costs relate to work performed before the earliest date on which the Issuer is entitled to suspend or terminate such construction contract or (y) with the consent of the Majority Holders.

Notwithstanding anything to the contrary contained herein, during the continuance of a payment related default, the consent of the Majority Holders shall be required for disbursements for Costs under contracts for the acquisition of 2021 Project improvements from the Landowner

or its affiliates. The Issuer covenants not to enter into any contract that would require the further expenditure of funds from the Trust Estate and regarding the construction and/or acquisition of the 2021 Project upon the occurrence of an Event of Default without the written direction of the Majority Holders.

SECTION 5.07. Application of Section 9.31 of Master Indenture. With respect to the Series 2021A Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

[END OF ARTICLE V]

**ARTICLE VI
THE TRUSTEE, THE PAYING AGENT AND REGISTRAR**

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agree to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2021B Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2021B Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement accruing to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

SECTION 7.01. Interpretation of Second Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2021B Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Second Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2021B Bonds or the date fixed for the redemption of any Series 2021B Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2021B Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 7.08. Counterparts and Electronically Signed and/or Transmitted Signatures. This Second Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Second Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original

SCHEDULE OF DISBURSEMENTS

<u>Category</u>	<u>Amount</u>	<u>Payee</u>
Phase 2B Contract	\$3,025,850	DEEB DEVELOPMENT
Phase 1A Contract	\$1,740,895	DEEB DEVELOPMENT
Connection Fees	\$1,337,134	PAID TO DADE CITY
Offsite Utilities	\$433,254	DEEB DEVELOPMENT
Soft Costs	\$363,680	SOFT COSTS
	\$175,405	— FLOP
	\$112,225	— Davis
	\$76,050	— Paulkner
(Total)	\$6,911,529	

Note to Consulting Engineer: If at any time the total amount paid to a payee listed above is less than the amount set forth above, such excess amount may be applied to any other payee and designated amount if such other amount is greater than the listed amount.

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

(Costs of Issuance)

The undersigned, a Responsible Officer of the Summit View Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of July 1, 2021, as supplemented by that certain Second Supplemental Trust Indenture dated as of July 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture).

- (A) Requisition Number
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Costs of Issuance Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2021B Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2021B Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2021B Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

Summit View Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Attention: Matthew Huber

FMSBonds, Inc.
20560 W. Dixie Highway
North Miami Beach, FL 33180

Re: \$2,645,000 Summit View Community Development District Special Assessment
Bonds, Series 2021B

Ladies and Gentlemen:

The undersigned is authorized to sign this letter on behalf of Name of Non-individual Investor), as the beneficial owner (the "Investor") of \$_____ of the above-referenced Bonds (issuing on May 1, 2041, bearing interest at the rate of 5.00% per annum and CUSIP #) (herein, the "Investor Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document (the "Issuer"). The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of July 1, 2021 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of July 1, 2021 ("Second Supplement") and, collectively with the Master Indenture, the "Indenture"), between the Issuer and Regions Bank, as trustee (the "Trustee"), which creates a security interest in the trust estate described therein (the "Security") for the benefit of the Owners of the Bonds. In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to

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**Exhibit B:
Completion Agreement**

**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

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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.

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3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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8. **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.

9. **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:

- **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
- **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

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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.

1. **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.

2. **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.

3. 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.

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

5. 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.

6. 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.

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Completion Agreement – Series 2021 Bonds – Summit View CDD

10. 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.

11. 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.

12. 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.

13. 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]

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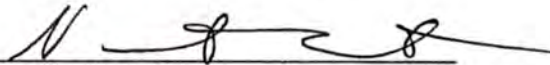
Completion Agreement – Series 2021 Bonds – Summit View CDD

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

Attest:


Secretary/Assistant Secretary

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**


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 *Leticia Hernandez*


By: Doug Weiland
Its: President

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

APPENDIX
Cost Breakdown

<u>Infrastructure</u>	<u>Master</u>	<u>Sub-Phase 1</u>	<u>Sub-Phase 2</u>	<u>Total CIP</u>
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*	\$1,242,405.00	\$0.00	\$0.00	\$1,242,405.00
Offsite Improvements	\$433,254.17	\$0.00	\$0.00	\$433,254.17
Contingency	\$0.00	\$319,068.93	\$363,911.00	\$682,979.98
TOTAL	\$3,808,526.17	\$4,576,446.41	\$5,957,606.96	\$14,342,579.59

Product Type:	<u>Sub-Phase 1</u>	<u>Sub-Phase 2</u>
40-foot-wide x 110' deep (Min.) Product:	82 Units	6 Units
50-foot-wide x 110' deep (Min.) Product:	72 Units	156 Units
60-foot-wide x 110' deep (Min.) Product:	31 Units	49 Units
Total:	185 Units	211 Units

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

Tab 4

**AGREEMENT BETWEEN SUMMIT VIEW COMMUNITY DEVELOPMENT
DISTRICT AND FLORIDA LAND DESIGN & PERMITTING, INC. FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of February 2022, by and between:

Summit View Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (“**District**”); and

Florida Land Design & Permitting, Inc., a Florida corporation providing professional engineering services with a mailing address of 3030 Starkey Boulevard, Trinity, Florida 34655 (“**Engineer**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a state of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis, and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District has, and intends to continue to, employ Engineer to perform professional engineering services on a continuing basis for the District's stormwater management system, roadway improvements, portable water, sewer and reuse systems, landscaping and hardscaping improvements, parks and amenities, and other public improvements, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
 - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractor's pay estimates.
 - 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other activity related to construction, including but not limited to construction administration and/or construction engineering inspection services, as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.

- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration, and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, a form of which is attached hereto as **Exhibit A** ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. **Lump Sum Amount** - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. **Hourly Personnel Rates** - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 21.

ARTICLE 7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer

from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. INDEPENDENT CONTRACTOR. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

ARTICLE 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

ARTICLE 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 14. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except on Worker's Compensation Insurance and Professional Liability for Errors and Omissions Insurance. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District 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 of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer 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, the Engineer 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.

ARTICLE 15. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found

on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 17. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done in connection with any of the matters set out in these specifications. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000), and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

ARTICLE 18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

ARTICLE 19. PUBLIC RECORDS. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer 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 this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer 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. The Engineer acknowledges that the designated Public Records Custodian for the District is **Matt Huber**.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571,

**MHUBER@RIZZETTA.COM, OR 5844 OLD PASCO ROAD, SUITE 100,
WESLEY CHAPEL, FL 33544.**

ARTICLE 20. E-VERIFY REQUIREMENTS. The Engineer 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, Engineer 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer 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. Engineer 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 Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer 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 Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 21. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 22. CONTROLLING LAW; JURISDICTION AND VENUE. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Pasco County, Florida.

ARTICLE 23. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

ARTICLE 24. TERMINATION. The District or the Engineer may terminate this Agreement without cause upon written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 25. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail), and mailed by First Class Mail, postage prepaid, or overnight 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, FL 33544
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. **If to the Engineer:** Florida Land Design & Permitting, Inc.
3030 Starkey Boulevard
Trinity, Florida 34655
Attn: Edward Mazur
emazur@fldesign.com

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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

ARTICLE 26. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

ARTICLE 27. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 28. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**



Chair/Vice Chair, Board of Supervisors

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

By: _____
Its: _____

Exhibit A: Work Authorization
Exhibit B: Rate Schedule

Exhibit A
FORM OF WORK AUTHORIZATION

_____, 2022

Summit View Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 1**
 Summit View Community Development District

Dear Chairman, Board of Supervisors:

Florida Land Design & Permitting, Inc., is pleased to submit this work authorization to provide engineering services for the Summit View Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated _____, 2021 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the services of Florida Land Design & Permitting, Inc. as Engineer to prepare any necessary reports and attend and participate in meetings of the District’s Board of Supervisors as requested by the District.

II. Fees

The District will compensate Florida Land Design & Permitting, Inc. pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Florida Land Design & Permitting, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Florida Land Design & Permitting, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Florida Land Design & Permitting, Inc. We look forward to working with you.

Sincerely,

Florida Land Design & Permitting, Inc.

APPROVED AND ACCEPTED

By: _____
Chairman, Summit View Community
Development District



2022 HOURLY RATES

CLASSIFICATION	BILLABLE RATE
<i>Principal</i>	\$205.00
<i>VP/Engineering</i>	\$185.00
<i>Sr. Survey Manager</i>	\$185.00
<i>Sr. Project Manager</i>	\$185.00
<i>Sr. Ecologist</i>	\$185.00
<i>Project Manager</i>	\$165.00
<i>Project Engineer</i>	\$135.00
<i>Sr. Field Representative</i>	\$115.00
<i>Sr. Designer</i>	\$140.00
<i>Designer</i>	\$115.00
<i>1-Man Survey Crew</i>	\$115.00
<i>2-Man Survey Crew</i>	\$155.00
<i>3-Man Survey Crew</i>	\$185.00
<i>Project Surveyor</i>	\$123.00
<i>Survey Technician</i>	\$105.00
<i>GIS Technician</i>	\$90.00
<i>AutoCAD Technician</i>	\$105.00
<i>Clerical</i>	\$40.00

Rates in Effect through 12/31/2022

Tab 5

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2021-39 TO REVISE THE SCHEDULE FOR THE DIRECT COLLECTION OF DEBT SERVICE ASSESSMENTS; ADDRESSING CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, on August 20, 2021, the District adopted Resolution 2021-39 addressing, among other things, the collection of debt service assessments (“**Debt Assessments**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021-2022**”); and

WHEREAS, as a result of amounts sufficient on hand to cover interest due during the capitalized interest period on the District’s Series 2021 Bonds, the District has found that sufficient funds for debt service exists for payment of capitalized interest and it is in the District’s best interest to amend Resolution 2021-39 to clarify there will not be Debt Assessments collected for Fiscal Year 2021-2022.

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

SECTION 1. AMENDMENT TO SECTION 3.B. OF RESOLUTION 2021-39. The recitals so stated above are hereby incorporated by this reference. Further, Section 3.B. of Resolution 2021-39 is hereby amended as follows:

- B. Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits “A” and “B.” Operation and maintenance assessments directly collected by the District are due 25% by November 1, 2021 and the remaining 75% is due pro rata for the next ten months, December 1, 2021 through September 1, 2022. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment

interest on delinquent assessments shall accrue at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.

SECTION 2. AMENDED ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as **Exhibit "A"**, is hereby amended for collection for Fiscal Year 2021-2022.

SECTION 3. CONFLICTS. Except as expressly provided herein, all other provisions of Resolution 2021-39 shall be unchanged by this Resolution and shall remain in full force and effect.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Summit View Community Development District.

PASSED AND ADOPTED this 18th day of March, 2022.

ATTEST:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____