

# Summit View Community Development District

# Board of Supervisors' Meeting December 15, 2023

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

www.summitviewcdd.org

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

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

### www.summitviewcdd.org

Board of Supervisors	Doug Weiland	Chairman
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Natalie Feldman

Robert Tankel

Pete Williams

Lee Thompson

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

<u>District Office · Wesley Chapel, Florida · (813) 994-1001</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.summitviewcdd.org</u>

December 7, 2023

Board of Supervisors Summit View Community Development District

C.

District Manager

### REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, December 15, 2023 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 tentative agenda for the meeting:

		O ORDER/ROLL CALL CE COMMENTS ON AGENDA ITEMS
		SS ADMINISTRATION
•	Α.	Consideration of Minutes of the Board of Supervisors'
		Meeting held on November 17, 2023Tab 1
	B.	Consideration of Operation and Maintenance Expenditures
		for October 2023Tab 2
	C.	Ratification of Construction Requisitions #CR75 and #CR76Tab 3
4.	BUSINES	SS ITEMS
	Α.	Consideration of Amended and Restated Master Engineer's
		ReportTab 4
	B.	Consideration of Amended and Restated Master
		Assessment Methodology ReportTab 5
	C.	Consideration of Resolution 2024-06, Declaring
		Special Assessments and Setting a Public Hearing on
		Master Debt Assessments and Adopting a Preliminary
		Assessment RollTab 6
	D.	Consideration of Resolution 2024-07, Designating a Date,
		Time and Location of a Public Hearing Regarding the District's
		Intent to Use the Uniform Method for the Levy, Collection,
		and Enforcement of Non-Ad Valorem Special Assessments
		for the Expansion ParcelTab 7
	E.	Update Regarding Boundary Amendment and Bond
		Financing
5.	STAFF F	REPORTS
	A.	District Counsel
	B.	District Engineer

### 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

District Manager

# Tab 1

**MINUTES OF MEETING** 1 2 Each person who decides to appeal any decision made by the Board with respect to any 3 matter considered at the meeting is advised that the person may need to ensure that a 4 verbatim record of the proceedings is made, including the testimony and evidence upon 5 which such appeal is to be based. 6 7 SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT 8 9 10 The regular meeting of the Board of Supervisors of Summit View Community Development District was held on Friday, November 17, 2023, at 10:08 a.m. at the office 11 of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, 12 FL 33544. 13 14 Present and constituting a quorum were: 15 16 Dr. Weiland **Board Supervisor, Chairman** 17 **Board Supervisor, Vice Chairman** Natalie Feldman 18 **Board Supervisor, Assistant Secretary** Pete Williams 19 **Board Supervisor, Assistant Secretary** Lee Thompson 20 Robert Tankle **Board Supervisor, Assistant Secretary** 21 (joined the meeting at 10:38) 22 23 Also present were: 24 25 Matthew Huber Regional District Manager, Rizzetta & Company 26 District Counsel, KVW Law Group Grace Kobiter 27 Jennifer Kilinski **District Counsel, KVW Law Group** (via phone) 28 District Engineer, Florida Land Design & Permitting Ed Mazur 29 (via phone) 30 Stephen Sanford **Bond Counsel, Greenberg Traurig** (via phone) 31 Kayla Connell Financial Associate, Rizzetta & Company 32 (via phone- left the meeting at 10:45 a.m.) 33 34 None 35 Audience 36 FIRST ORDER OF BUSINESS Call to Order and Roll Call 37 38 Mr. Huber called the meeting to order and conducted roll call, confirming that a 39 quorum was present. 40 41 **Audience Comments** 42 SECOND ORDER OF BUSINESS 43 44 Mr. Huber advised for the record that no members of the public were present. 45

THIRD ORDER OF BUSINESS Consideration of Declaration- Phase 2 47 48 Lots 49 This item was moved to the Engineer's report. 50 51 **FOURTH ORDER OF BUSINESS Presentation of Revised Supplemental** 52 District Engineer's Report - Phase 2 53 54 Mr. Mazur presented the revised Supplemental District Engineer's Report and spoke 55 regarding the amended boundaries to include 1.1 additional acres. 56 57 On a Motion by Mr. Williams, seconded by Ms. .Feldman, with all in favor, the Board of Supervisors approved Resolution 2024-05, amending the boundary in phase 2 of the district, as discussed, for Summit View Community Development District. 58 On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Revised Supplemental Engineer's Report, in substantial form, for Summit View Community Development District. 59 FIFTH ORDER OF BUSINESS **Presentation of Second Supplemental** 60 **Special Assessment Report** 61 62 Ms. Connell presented the report outlining the proposed funding information for the 63 bonds and assessment levels. A brief discussion ensued. 64 65 On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Second Supplemental Special Assessment Report, in substantial form, for Summit View Community Development District. 66 SIXTH ORDER OF BUSINESS Consideration of Resolution 2024-03, 67 **Delegation Resolution (with exhibits)** 68 69 Mr. Sanford presented the resolution and discussion was held regarding the interest 70 rates and various exhibits to the resolution. 71 72 On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Resolution 2024-03, Delegation Resolution, as discussed for Summit View Community Development District. 73 A recess was taken at 10:43 a.m. The meeting reconvened at 10:47 a.m. with all 74 Board members still in attendance. 75 76

### SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2023 and Delegating Authority to Prepare Final Reports and Updates to the Resolution

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Ms. Kobiter presented the resolution to the Board and a discussion was held.

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On a Motion by Mr. Williams, seconded by Ms. Feldman, with all in favor, the Board of Supervisors approved Resolution 2024-04, setting forth the specific terms of the district's special assessment bonds and delegating the authority to prepare final reports and updates to the resolution, as discussed, for Summit View Community Development District.

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### **EIGHTH ORDER OF BUSINESS**

Consideration of FMS Bonds Underwriter Agreement for Series 2023 & G-17 Disclosure

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On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the FMS Bonds Underwriter agreement for Series 2023 & G-17 disclosure for Summit View Community Development District.

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### **NINTH ORDER OF BUSINESS**

Consideration of Regions Trustee Agreement & Fees

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On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the agreement with fees with Regions to act as Trustee for the bonds, as discussed, for Summit View Community Development District.

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### TENTH ORDER OF BUSINESS

**Consideration of Ancillary Financing Agreements** 

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Discussion was held regarding the following agreements associated with the series 2023 Bonds and G-17; Developer Funding Agreement, Collateral Assignment Agreement, Completion Agreement, Declaration of Consent, True Up Agreement, Notice of Assessment, and Disclosure of Public Financing. It was noted that all of them are standard parts of any bond issuance.

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On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the ancillary financing agreements stated above, in substantial form, for Summit View Community Development District.

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112 113 114	ELEVENTH	ORDER OF BUSINESS	Consideration of Profession Landscape Inspection Services	nal
115	The E	Board indicated that it was not int	erested in this at this time.	
116 117 118 119 120	TWELFTH C	ORDER OF BUSINESS	Consideration of Minutes of the Boa of Supervisors' Meeting held October 20, 2023	ard on
	Superviso	rs approved the minutes of the E	y Mr. Thompson, with all in favor, the Board Board of Supervisors' meeting held on Octo Community Development District.	
121 122 123 124 125	THIRTEENT	TH ORDER OF BUSINESS	•	nd for
	Superviso	· · · · · · · · · · · · · · · · · · ·	y Mr. Thompson, with all in favor, the Board faintenance Expenditures for September 20 Development District.	
126 127 128	FOURTEEN	TH ORDER OF BUSINESS	Staff Reports	
128 129 130 131	A.	District Counsel No report		
132 133	B.	District Engineer Not present.		
134 135 136 137 138 139		documents for the phase 2 lot	s an error in Exhibit "F" of the declarat ts. It states that " all regulatory bodies ha knowledge this is not correct. Ms. Kalinski	ave
140 141 142 143	C.	District Manager Mr. Huber reminded the Board December 15, 2023, at 10:00 a	d that the next regular scheduled meeting a.m.	ı is
144 145 146		•	arter website audit report, noting that no issu t it was a negative arbitrage report.	ies
147 148 149		Discussion was held regarding Kilinski recommended having o	whether there is a public Facilities Report. None done.	∕ls.

152 153	FIFTEENTH ORDER OF BUSINESS	Supervisor Requests and Audience Comments	:е
154			
155	There were no audience members	present to comment.	
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157	Dr. Weiland stated that he would no	ot be signing anything from this meeting.	
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159	SIXTEENTH ORDER OF BUSINESS	Adjournment	
160	NA 11 1 ( ) 10 ( ) 50		
161	Mr. Huber stated that if there was no further business to come before the Board		
162	then a motion to adjourn the meeting wou	lid be in order.	
163	On a Mation by Mr. Thompson, accord	led by Ma Foldman, with all in favor, the Boo	<u>rd</u>
		ded by Ms. Feldman, with all in favor, the Boa g at 11:00 a.m., for Summit View Communi	
	Development District.	j at 11.00 a.m., for Summit view Communi	ιy
164	Development District.		
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167	Secretary/Assistant Secretary	Chairman/ Vice Chairman	
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# **Exhibit A**

## 2023 SUPPLEMENTAL ENGINEER'S REPORT FOR THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

November 17, 2023

### 1. PURPOSE

This report supplements the Amended and Restated Master Engineer's Report for the Summit View Community Development District, dated June 2, 2021 ("Master Report") for the purpose of describing the portion of the improvements set forth herein and that are part of the District's CIP<sup>1</sup>, hereinafter known as the "Phase 2 Project."

### 2. Phase 2 Project

The District's Phase 2 Project includes the portion of the CIP that is necessary for the development of what is known as Phase 2 within the District, also referred to as Assessment Area Two. A legal description and sketch of Phase 2 are shown in **Exhibit A-1**, made up of 68.463 acres owned by Summit View LLC. This acreage has increased by 1.012 as a result of the inclusion of the "shaded" area on that exhibit. **Exhibit A-2** is a legal description and sketch of that additional area.

### **Product Mix**

The table below shows the product types that will be part of the Phase 2 Project. The total lot count is 225. Please see Exhibit B for the location of the various sized lots.

Unit Type	Phase 1B	Phase 2A
SF 40	6	0
SF 50	71	99
SF 60	18	31
TOTAL	95	130

### **List of Phase 2 Project Improvements**

The various improvements that are part of the overall CIP – including those that are part of the Phase 2 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The Phase 2 Project includes, but is not limited to, the following items relating to development of Phase 2: roadways, stormwater management, water and sewer utilities, hardscape and landscape, recreational improvements and walking trails, the differential cost of undergrounding electrical conduit, and soft costs. Phase 2 is further divided into two sections known as Phase 1B and Phase 2A. Exhibit C shows where these sub-phases are located within Phase 2.

 $<sup>^{</sup>m I}$  All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

### **Permits**

The status of the applicable permits necessary for the Phase 2 Project is as follows:

Agency	Portion of Phase 2	Status
Dade City	Phase 1B Construction Plans	Issued
Dade City	Phase 2A Construction Plans	Pending
FDEP	Phase 1B Water System	Pending
FDEP	Phase 1B Sewer System	Issued
FDEP	Phase 2A Water System	Pending
FDEP	Phase 2A Sewer System	Pending
SWFWMD	Phase 1B	Issued
SWFWMD	Phase 2A	Pending

### **Estimated Costs**

The table below shows the costs that are necessary for delivery of Phase 1B and 2A. See Exhibits D, E and F for the proposed drainage, potable water and sewer systems used to prepare the cost estimates below.

### **ESTIMATED COSTS OF DELIVERING THE PHASE 2 PROJECT**

Improvement	Phase 1B	Phase 2A	Total/ Phase 2	O&M Entity
Earthwork, Erosion Control	\$472,700	\$975,000	\$1,447,700	CDD
Roadways	\$976,900	\$710,950	\$1,687,850	CDD
Stormwater Management	\$748,200	\$1,092,000	\$1,840,200	CDD
Utilities (Water and Sewer)	\$955,500	\$1,440,600	\$2,396,100	City
Professional Services (Engineering, Survey)	\$50,000	\$90,000	\$140,000	N/A
Hardscape/Landscape	\$40,000	\$70,000	\$110,000	CDD
Undergrounding of Conduit	\$35,000	\$50,000	\$85,000	CDD
Recreational Improvements, Walking Trails	\$50,000	\$75,000	\$125,000	CDD
Contingency (3%)	\$99,849	\$135,107	\$234,956	N/A
	\$3,428,149	\$4,638,657	\$8,066,806	

- a. The earthwork, roadway, drainage and utilities construction costs shown in italics above are based on a negotiated contract with the contractor that will construct Phase 1B and 2A.
- b. Utility impact fees for the Phase 2 lots are less than the credits created as a result of the construction of the recently completed booster pump for this area of Dade City. Therefore, no impact fees are shown in the above table.
- c. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

- d. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- e. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

### 3. CONCLUSION

The Phase 2 Project will be designed in accordance with current governmental regulations and requirements. The Phase 2 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the Phase 2 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the Phase 2 Project is feasible to construct, there are no technical reasons existing at
  this time that would prevent the implementation of the Phase 2 Project, and it is
  reasonable to assume that all necessary regulatory approvals will be obtained in due
  course; and
- the assessable property within the District will receive a special benefit from the Phase
   2 Project that is at least equal to the costs of the Phase 2 Project.

As described above, this report identifies the benefits from the Phase 2 Project to the lands within the District. The general public, property owners outside of Assessed Area Two, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's Phase 2 Project, which is designed solely to provide special benefits peculiar to property within Assessment Area Two, and enable properties within Assessment Area Two to be developed.

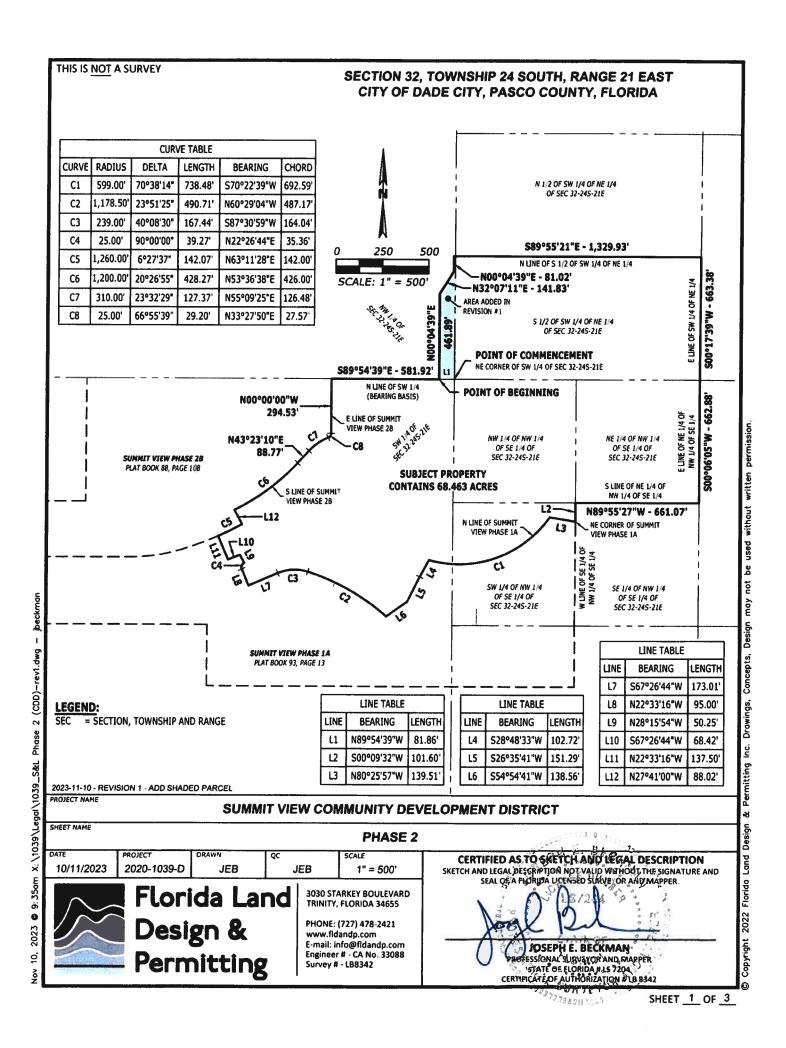
The Phase 2 Project will be owned by the District or other governmental units and such Phase 2 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the Phase 2 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The Phase 2 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the

Please note that the Phase 2 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Phase 2 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Edward Mazur, Jr., P.E.

Date No





# without written permission pesn ě may not Design Concepts, Drawings, ċ Permitting Design & Pug Copyright 2022

### **LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 89°54'39" WEST, FOR 81.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'39" EAST, FOR 461.89 FEET; THENCE NORTH 32°07'11" EAST, FOR 141.83 FEET; THENCE NORTH 00°04'39" EAST, FOR 81.02 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'21" EAST, FOR 1,329.93 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°17'39" WEST, FOR 663.38 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SOUTH 00°06'05" WEST, FOR 662.88 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°55'27" WEST, FOR 661.07 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, SOUTH 00°09'32" WEST, FOR 101.60 FEET TO THE NORTHEAST CORNER OF SUMMIT VIEW PHASE 1A AS RECORDED IN PLAT BOOK 93, PAGE 13 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SUMMIT VIEW PHASE 1A THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 80°25'57" WEST, FOR 139.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (2) WESTERLY 738.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 599.00 FEET, A CENTRAL ANGLE OF 70°38'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°22'39" WEST, FOR 692.59 FEET; (3) SOUTH 28°48'33" WEST, FOR 102.72 FEET; (4) SOUTH 26°35'41" WEST, FOR 151.29 FEET; (5) SOUTH 54°54'41" WEST, FOR 138.56 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (6) NORTHWESTERLY 490.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,178.50 FEET, A CENTRAL ANGLE OF 23°51'25", AND A CHORD BEARING AND DISTANCE OF NORTH 60°29'04" WEST, FOR 487.17 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (7) WESTERLY 167.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 239.00 FEET, A CENTRAL ANGLE OF 40°08'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 87°30'59" WEST, FOR 164.04 FEET; (8) SOUTH 67°26'44" WEST, FOR 173.01 FEET; (9) NORTH 22°33'16" WEST, FOR 95.00 FEET TO A POINT ON A CURVE TO THE RIGHT; (10) NORTHERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 22°26'44" EAST, FOR 35.36 FEET; (11) NORTH 28°15'54" WEST, FOR 50.25 FEET; (12) SOUTH 67°26'44" WEST, FOR 68.42 FEET; (13) NORTH 22°33'16" WEST, FOR 137.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING A POINT ON THE SOUTH LINE OF SUMMIT VIEW PHASE 2B AS RECORDED IN PLAT BOOK 88,

2023-11-10 - REVISION 1 - ADD SHADED PARCEL

PROJECT NAME

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35am

2023

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SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

PHASE 2



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342

PAGE 108 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, AND THE EAST LINE OF SAID SUMMIT VIEW PHASE 2B, RESPECTIVELY, THE FOLLOWING SEVEN (7) COURSES: (1) NORTHEASTERLY 142.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,260.00 FEET, A CENTRAL ANGLE OF 06°27'37", AND A CHORD BEARING AND DISTANCE OF NORTH 63°11'28" EAST, FOR 142.00 FEET; (2) NORTH 27°41'00" WEST, FOR 88.02 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (3) NORTHEASTERLY 428.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 20°26'55", AND A CHORD BEARING AND DISTANCE OF NORTH 53°36'38" EAST, FOR 426.00 FEET; (4) NORTH 43°23'10" EAST, FOR 88.77 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) NORTHEASTERLY 127.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 23°32'29", AND A CHORD BEARING AND DISTANCE OF NORTH 55°09'25" EAST, FOR 126.48 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (6) NORTHEASTERLY 29.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 66°55'39", AND A CHORD BEARING AND DISTANCE OF NORTH 33°27'50" EAST, FOR 27.57 FEET; (7) NORTH 00°00'00" EAST, FOR 294.53 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°54'39" EAST, FOR 581.92 FEET TO THE POINT OF BEGINNING.

**CONTAINING 68.463 ACRES.** 

### SURVEYOR'S NOTES:

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING N89°54'39"W, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

2023-11-10 - REVISION 1 - ADD SHADED PARCEL

PROJECT NAME

Phase 2 (CDD)-rev1.dwg

X: \1039\Legal\1039\_S&L

9: 35am

2023

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### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

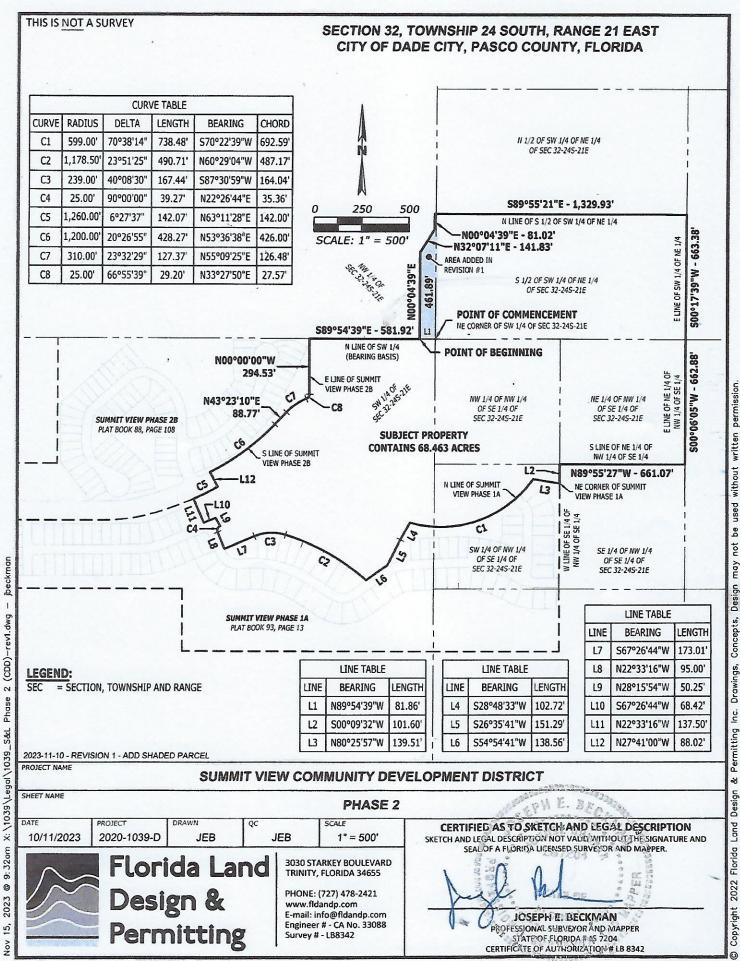
### PHASE 2



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342 Copyright 2022





# v 15, 2023 @ 9:33am X:\1039\Legal\1039\_S&L Phase 2 (CDD)-rev1.dwg - jbeck

### **LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 89°54'39" WEST, FOR 81.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'39" EAST, FOR 461.89 FEET; THENCE NORTH 32°07'11" EAST, FOR 141.83 FEET; THENCE NORTH 00°04'39" EAST, FOR 81.02 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'21" EAST, FOR 1,329.93 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°17'39" WEST, FOR 663.38 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, 32, SOUTH 00°06'05" WEST, FOR 662.88 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°55'27" WEST, FOR 661.07 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, SOUTH 00°09'32" WEST, FOR 101.60 FEET TO THE NORTHEAST CORNER OF SUMMIT VIEW PHASE 1A AS RECORDED IN PLAT BOOK 93, PAGE 13 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SUMMIT VIEW PHASE 1A THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 80°25'57" WEST, FOR 139.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (2) WESTERLY 738.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 599.00 FEET, A CENTRAL ANGLE OF 70°38'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°22'39" WEST, FOR 692.59 FEET; (3) SOUTH 28°48'33" WEST, FOR 102.72 FEET; (4) SOUTH 26°35'41" WEST, FOR 151.29 FEET; (5) SOUTH 54°54'41" WEST, FOR 138.56 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (6) NORTHWESTERLY 490.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,178.50 FEET, A CENTRAL ANGLE OF 23°51'25", AND A CHORD BEARING AND DISTANCE OF NORTH 60°29'04" WEST, FOR 487.17 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (7) WESTERLY 167.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 239.00 FEET, A CENTRAL ANGLE OF 40°08'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 87°30'59" WEST, FOR 164.04 FEET; (8) SOUTH 67°26'44" WEST, FOR 173.01 FEET; (9) NORTH 22°33'16" WEST, FOR 95.00 FEET TO A POINT ON A CURVE TO THE RIGHT; (10) NORTHERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 22°26'44" EAST, FOR 35.36 FEET; (11) NORTH 28°15'54" WEST, FOR 50.25 FEET; (12) SOUTH 67°26'44" WEST, FOR 68.42 FEET; (13) NORTH 22°33'16" WEST, FOR 137.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING A POINT ON THE SOUTH LINE OF SUMMIT VIEW PHASE 2B AS RECORDED IN PLAT BOOK 88,

2023-11-10 - REVISION 1 - ADD SHADED PARCEL

PROJECT NAME

### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

### PHASE 2



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342 Pe

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### **LEGAL DESCRIPTION:**

PAGE 108 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, AND THE EAST LINE OF SAID SUMMIT VIEW PHASE 2B, RESPECTIVELY, THE FOLLOWING SEVEN (7) COURSES: (1) NORTHEASTERLY 142.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,260.00 FEET, A CENTRAL ANGLE OF 06°27'37", AND A CHORD BEARING AND DISTANCE OF NORTH 63°11'28" EAST, FOR 142.00 FEET; (2) NORTH 27°41'00" WEST, FOR 88.02 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (3) NORTHEASTERLY 428.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 20°26'55", AND A CHORD BEARING AND DISTANCE OF NORTH 53°36'38" EAST, FOR 426.00 FEET; (4) NORTH 43°23'10" EAST, FOR 88.77 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) NORTHEASTERLY 127.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 23°32'29", AND A CHORD BEARING AND DISTANCE OF NORTH 55°09'25" EAST, FOR 126.48 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (6) NORTHEASTERLY 29.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 66°55'39", AND A CHORD BEARING AND DISTANCE OF NORTH 33°27'50" EAST, FOR 27.57 FEET; (7) NORTH 00°00'00" EAST, FOR 294.53 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°54'39" EAST, FOR 581.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 68,463 ACRES.

### SURVEYOR'S NOTES:

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR 2) AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING N89°54'39"W, AS SHOWN HEREON.
- DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET. 5)

2023-11-10 - REVISION 1 - ADD SHADED PARCEL

PROJECT NAME

### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

### PHASE 2



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342

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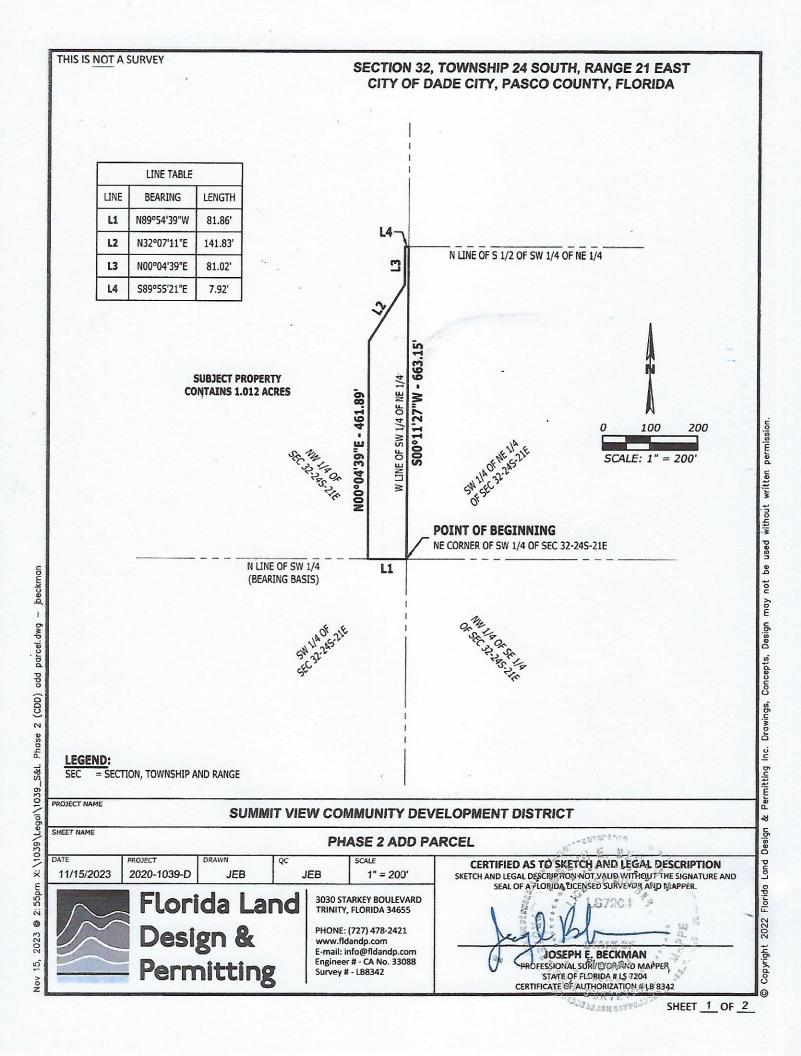
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### LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 89°54'39" WEST, FOR 81.86 FEET; THENCE NORTH 00°04'39" EAST, FOR 461.89 FEET; THENCE NORTH 32°07'11" EAST, FOR 141.83 FEET; THENCE NORTH 00°04'39" EAST, FOR 81.02 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'21" EAST, FOR 7.92 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00°11'27" WEST, ALONG SAID WEST LINE, FOR 663.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.012 ACRES.

### **SURVEYOR'S NOTES:**

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES
- THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY. 3)
- BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING N89°54'39"W, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

### PHASE 2 ADD PARCEL



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com F-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342

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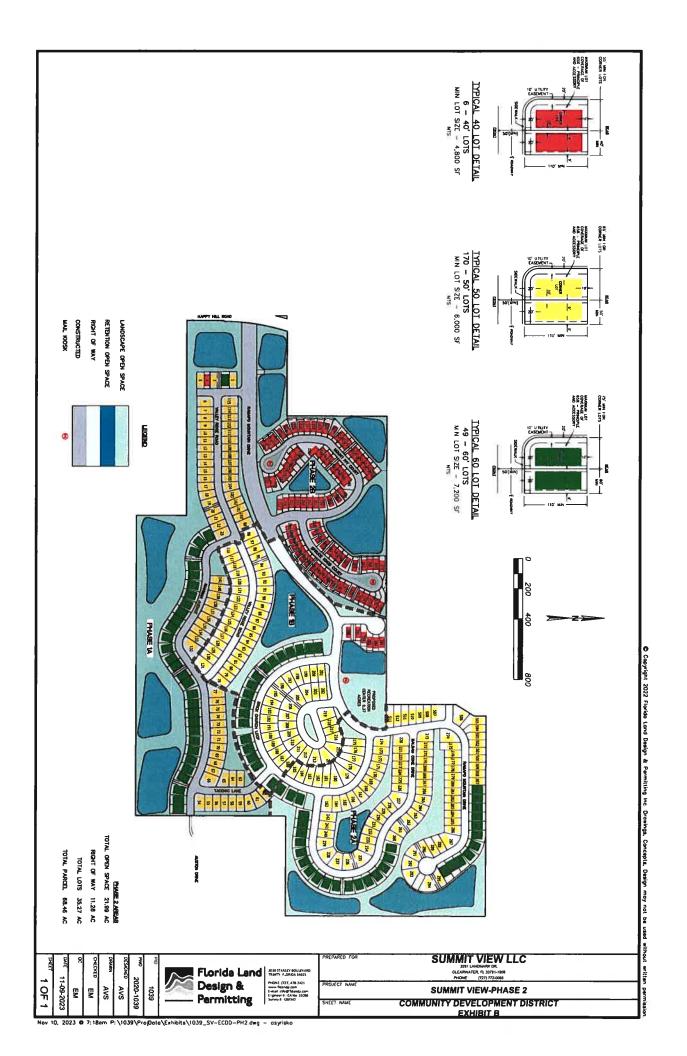
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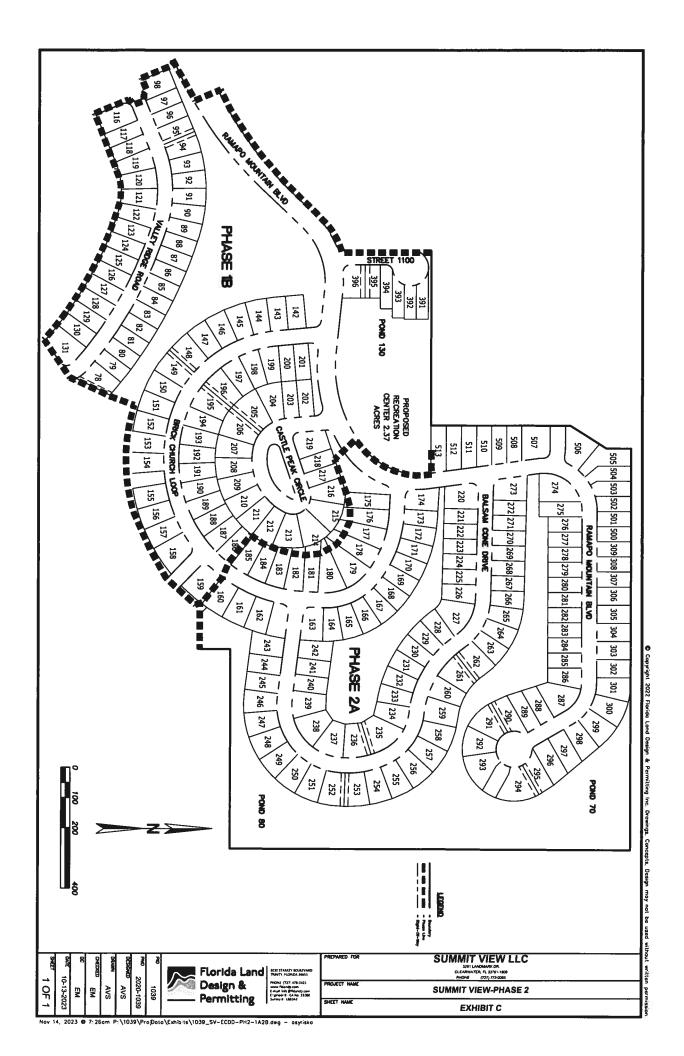
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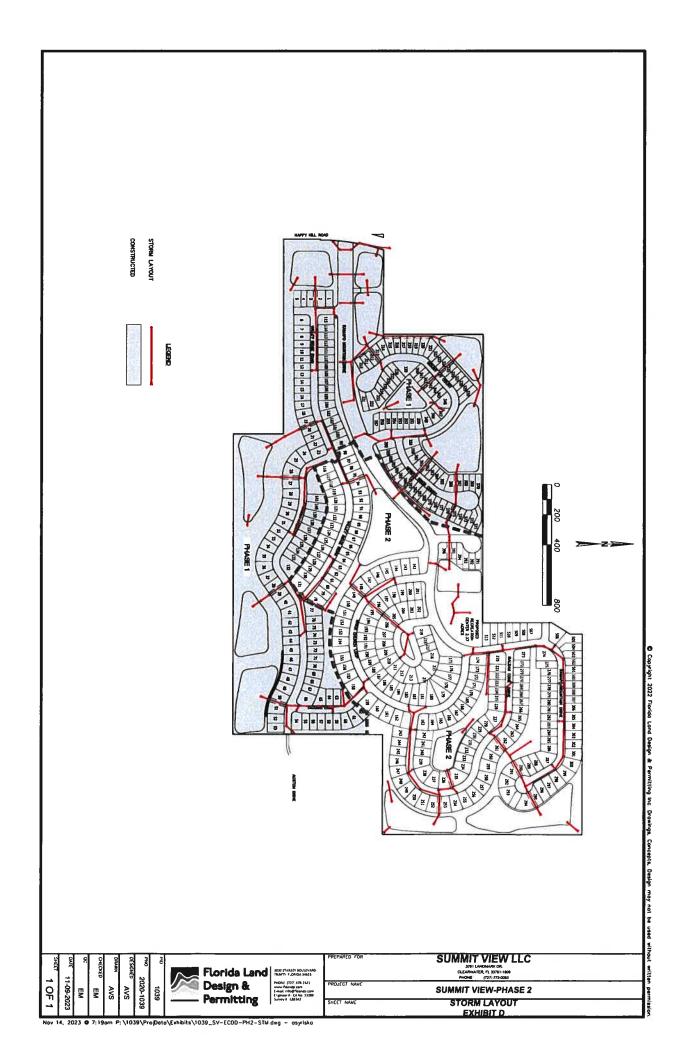




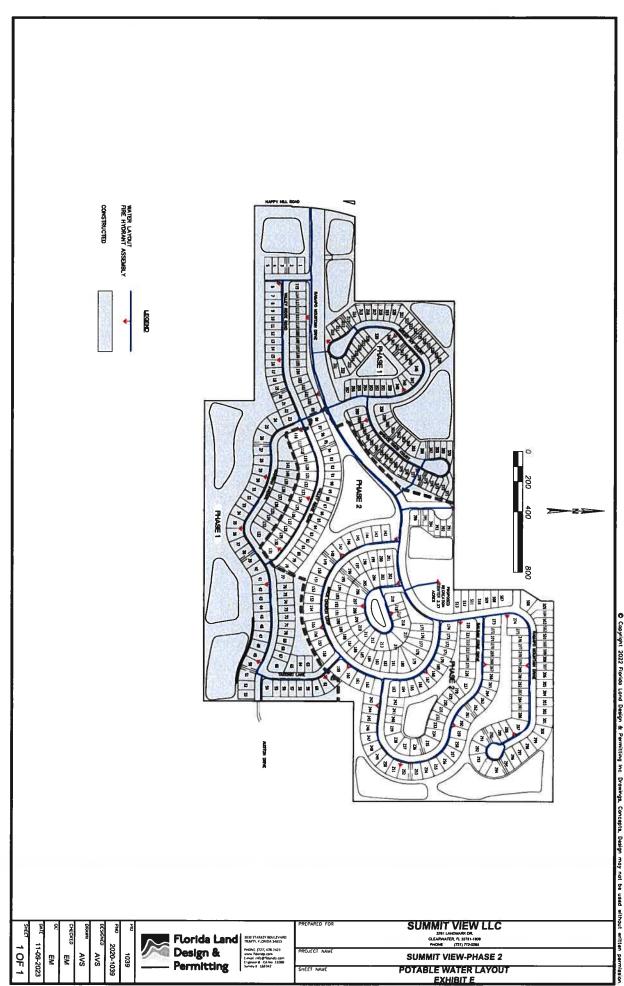




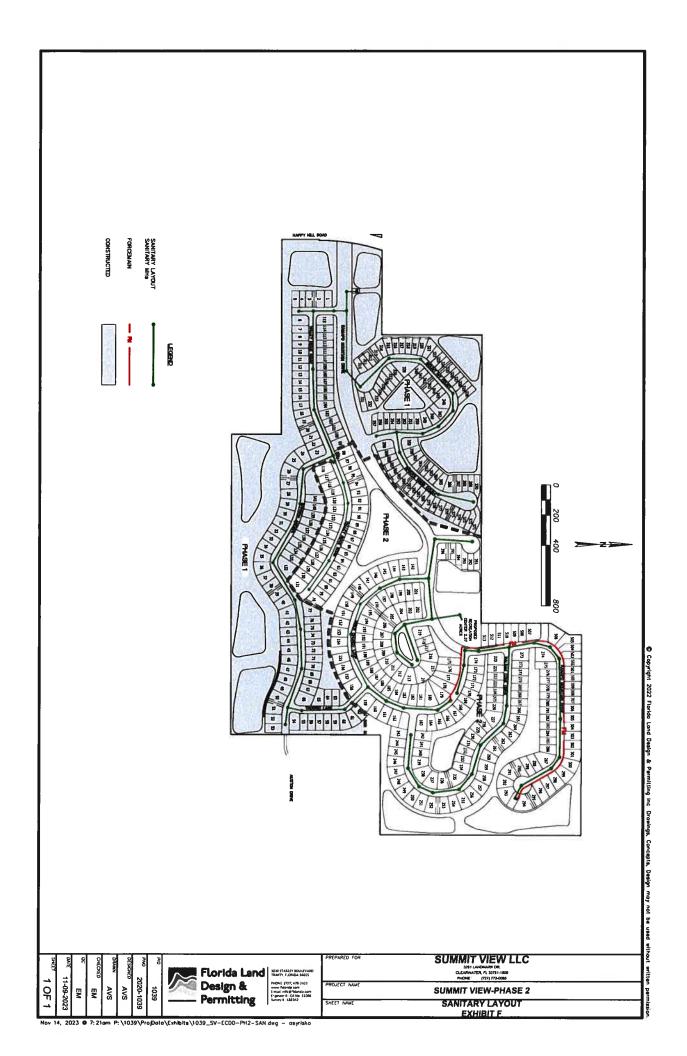












# BOUNDARY AMENDMENT FUNDING AGREEMENT BY AND BETWEEN THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AND SUMMIT VIEW, LLC

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of November 2023, 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 the City of Dade City, Florida, whose address is c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 200, Wesley Chapel, Florida 33544 ("District"), and

**SUMMIT VIEW, LLC**, a Florida limited liability company and the developer of the lands in the District ("Developer"), with a mailing address 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685.

#### **RECITALS**

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), and Ordinance No. 2005-0894, adopted by the City Commission of the City of Dade City, Florida, effective July 12, 2005 (the "Ordinance"), and being situated within the City of Dade City, Florida (the "City"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services within and without the boundaries of the District; and

**WHEREAS,** the District presently consists of approximately 135.348 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to amend its boundaries to add approximately 1.012 acres of land, more or less, to the District; and

WHEREAS, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 136.36 acres, more or less; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors ("Board"); and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

WHEREAS, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

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

- **SECTION 1. PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.
- SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, Florida Statutes. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, Florida Statutes, and with the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.
- **SECTION 3. DEFAULT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.
- **SECTION 4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing

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

**SECTION 5.** AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

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

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

**A.** If to the District: Summit View Community Development District

c/o Rizzetta & Company, Inc. 5844 Old Pasco Road, Suite 200 Wesley Chapel, Florida 33544

Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel

**B**. If to Developer: Summit View, LLC

334 East Lake Road, Suite 172 Palm Harbor, Florida 34685 Attn: Dr. Douglas 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 in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

SECTION 9. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party 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 to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

**SECTION 10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

**SECTION 11. CONTROLLING LAW.** 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 to and agrees that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Pasco County, Florida

**SECTION 12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

SECTION 13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Developer acknowledges that the designated public records custodian for the District is Matthew Huber ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Developer shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Developer does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer'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 Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF DEVELOPER HAS OUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT CUSTODIAN OF PUBLIC RECORDS AT 3434 COLWELL **AVENUE, SUITE 200, TAMPA, FLORIDA 33614, TELEPHONE:** (813)933-5571, **FAX:** (813) 935-6212, OR **EMAIL:** MHUBER@RIZZETTA.COM.

**SECTION 14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

**SECTION 15. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law.

**SECTION 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.

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

[Signatures on next page]

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

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

Vice/Chairperson, Board of Supervisors

**SUMMIT VIEW, LLC**, a Florida limited liability company

By: JES Properties, Inc., its Manager

By: Douglas Weiland

Its: President

#### **RESOLUTION 2024-**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT **DISTRICT DIRECTING** THE CHAIRPERSON AND DISTRICT STAFF TO REQUEST THE CITY COMMISSION OF THE CITY OF DADE CITY, FLORIDA ADOPT AN **ORDINANCE AMENDING** THE **DISTRICT'S** BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE **BOUNDARY AMENDMENT** PROCESS: PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 2005-0894, adopted by the City Commission of the City of Dade City, Florida ("City") (the "Ordinance"), being situated within the City; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 135.348 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District amend its boundaries to add approximately 1.012 acres of land, more or less, as more particularly described in the attached Exhibit A ("Expansion Parcel"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities and such area of land was previously levied assessments in the District's issuance of its Summit View Community Development District Special Assessment Bonds, Series 2021A and Summit View Community Development District Special Assessment Bonds, Series 2021B; and

WHEREAS, addition of the Expansion Parcel in Exhibit A from the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to request the City to adopt an ordinance amending the District's boundaries or, in the alternative, to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, and such other actions as are necessary in furtherance of the boundary amendment process.

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

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

**SECTION 2.** The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with requesting the City adopt an ordinance amending the District's boundaries to add the lands depicted in **Exhibit A** or, in the alternative, the preparation and filing of a petition and related materials with the City, to seek the amendment of the District's boundaries pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

**SECTION 3.** The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the request or petition to the City to amend the boundaries of the District.

**SECTION 4.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 17th day of November 2023.

ATTEST:	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

**Exhibit A:** Expansion Parcel

# Exhibit A Expansion Parcel

# Tab 2

#### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	\$5,370.00
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

### **Summit View Community Development District**

### Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Numb	per Invoice Number	Invoice Description	Invo	ice Amount
Grau & Associates, P.A.	100059	101023-255	Audit Confirmation FYE 09/30/22	\$	70.00
Grau & Associates, P.A.	100054	24128	Audit FYE 09/30/22	\$	2,000.00
Grau & Associates, P.A.	100054	24306	Audit FYE 09/30/22	\$	3,300.00
Landscape Maintenance	100055	176864	Landscape Maintenance 07/23	\$	2,755.00
Professionals, Inc. Landscape Maintenance	100055	177729	Landscape Maintenance 08/23	\$	2,755.00
Professionals, Inc. Rizzetta & Company, Inc.	100053	INV0000082203	District Management Fees 08/23	\$	4,160.00
TECO	100056	211029435370 9/23	Electric Services 09/23	\$	343.59
Times Publishing Company	100060	0000300330 10/11/23	Account #314820 Legal Advertising10//23	\$	138.40
Report Total				\$	5,370.00

#### **Grau and Associates**

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com

Phone: 561-994-9299 Fax: 561-994-5823

Rizzetta & Company 12750 Citrus Park Lane, Suite 115 Tampa FL 33625

Date 10/10/2023

SERVICEAMOUNTAudits FYE 09/30/2022 - confirmation.com.\$ 2,520.00See cost break-out per District on page 2.Current Amount Due\$ 2,520.00



Client Name	Date	Amount	Bond Series
Bahia Lakes CDD	02/14/2023	35.00	2016
Bridgewater CDD	01/31/2023	70.00	2015A-1, 2015A-2
Connerton West CDD	02/16/2023	140.00	2006, 2015, 2018 A, 2018-1
Copperspring CDD	02/13/2023	35.00	2019
Country Walk CDD	02/16/2023	105.00	2015A-1, 2015A-2
Cross Creek North CDD	02/14/2023	35.00	2018
Eagle Pointe CDD	02/16/2023	35.00	2020
Entrada CDD CDD	02/13/2023	35.00	2021
Glen St. Johns CDD	01/31/2023	35.00	2016
Grand Hampton CDD	02/16/2023	140.00	2014, 2016
Harbourage at Braden River CDD	02/14/2023	35.00	2014
Highland Meadows CDD	02/14/2023	35.00	2006A
K-Bar Ranch CDD	02/17/2023	140.00	2016, 2011, 2014(Parcel O-1), 2014 (Parcel Q)
K-Bar Ranch CDD II	02/13/2023	140.00	2021, 2017, 2017 A2, 2017 A3
Lakeside CDD	02/16/2023	140.00	2015, 2018
LTC Ranch West Residential CDD	02/14/2023	70.00	2021 A, 2021B
Meadow Point III CDD	02/14/2023	140.00	2007, 2013, 2015, 2021
Meadow Pointe IV CDD	02/28/2023	280.00	2004, 2005, 2007, 2012, 2014, 2015, 2022 A-1, 2022 A-2
Mitchell Ranch CDD	02/13/2023	35.00	2019
Palma Sola Trace CDD	02/14/2023	35.00	2013
Paseo CDD	02/16/2023	35.00	2018
Portico CDD	02/13/2023	70.00	2020-1, 2020-2
Seven Oaks CDD	02/16/2023	175.00	2016 A, 2016 B, 2016 A-1, 2016 B1 &2, 2021
Somerset CDD	02/14/2023	35.00	2004
Summit View CDD	02/16/2023	70.00	2021 A, 2021B
Tara CDD 1	02/14/2023	140.00	2012 A-1, 2012 A-2
The Groves CDD	02/13/2023	35.00	2007
Two Creeks CDD	02/16/2023	70.00	2016 A-1, 2016 A-2
Veranda II CDD	02/14/2023	70.00	2021 AA4, 2021 AA5
Wesbridge CDD	02/13/2023	35.00	2019
World Commerce CDD	02/23/2023	70.00	2004, 2007
	Total	\$ 2,520.00	

#### **Grau and Associates**

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com

Phone: 561-994-9299 Fax: 561-994-5823

Summit View Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

Invoice No. 24128 Date 05/02/2023

SERVICE

Audit FYE 09/30/2022 \$ 2,000.00

Current Amount Due \$ 2,000.00



#### **Grau and Associates**

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com

Phone: 561-994-9299 Fax: 561-994-5823

Summit View Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

Invoice No. 24306 Date 06/02/2023

 SERVICE
 AMOUNT

 Audit FYE 09/30/2022
 \$ 3,300.00

 Current Amount Due
 \$ 3,300.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
3,300.00	2,000.00	0.00	0.00	0.00	5,300.00



PO Box 267 Seffner, FL 33583

> 813-757-6500 813-757-6501

### **Invoice**

Date	Invoice #
7/1/2023	176864

#### Bill To:

Summit View CDD c/o Rizzetta & Company, Inc. 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information			

### **Services for the month of July 2023**

l		
Qty	Rate	Amount
1	2,755.00	2,755.00
	0.00	0.00
		DECEMEN
		RECEIVE   107/18/23
		1 2,755.00

			Total	\$2,755.00
Questions regarding this invoice? Please e-mail	Terms	Due Date	Payments/Credits	\$0.00
arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Net 30	7/31/2023	Balance Due	\$2,755.00



Corporate Office PO Box 267 Seffner, FL 33583

813-757-6500 813-757-6501

### Invoice

Date	Invoice #
8/1/2023	177729

Bill To:	Property Information
Summit View CDD c/o Rizzetta & Company, Inc. 3434 Colwell Ave Suite 200 Tampa, FL 33614	

Estimate #	Work Order#	PO / PA #

Description		Qty	Rate	Amount
Monthly Ground Maintenance New contract Effective 7/1/23		1	2,755.00 0.00	2,755.00 0.00
			Total	RECEIVED 07/31/23
			Total	\$2,755.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call	Terms	Due Date	Payments/Credits	\$0.00
813-757-6500 and ask for Accounts Receivable.	Net 30	8/31/2023	Balance Due	\$2,755.00

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #
8/1/2023	INV0000082203

#### Bill To:

SUMMIT VIEW CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the month of		ıs		ient Number
	August	Upon R			0255
Description		Qty	Rate		Amount
Accounting Services		1.00	\$1,66		\$1,664.00
Administrative Services		1.00		4.00	\$364.00
Financial & Revenue Collections		1.00		2.00	\$312.00
Management Services		1.00	\$1,82	20.00	\$1,820.00
				R.	ECEIVE )
				1/	0726/23
		Subtota			\$4,160.00
		Subtota			ψ+, 100.00
		Total			\$4,160.00



#### **SUMMIT VIEW CDD**

300 STATE ST E, APT 210 OLDSMAR, FL 34677-3704

Statement Date: October 02, 2023

Amount Due: \$343.59

**Due Date:** October 23, 2023 **Account #:** 211029435370

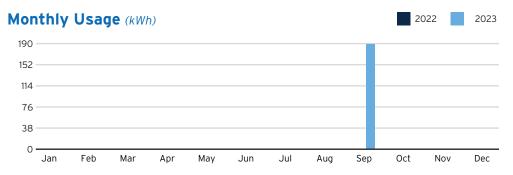
#### **Account Summary**

Current Service Period: September 19, 2023 - September 26, 2023	
Previous Amount Due Payment(s) Received Since Last Statement	\$0.00 \$0.00
Current Month's Charges	\$343.59
Amount Due by October 23, 2023	\$343.59

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view your account online.





Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

**Account #:** 211029435370 **Due Date:** October 23, 2023

#### Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

Amount Due: \$343.59

Payment Amount: \$ 343.59

684717185053

SUMMIT VIEW CDD 3434 COLWELL AVE, STE 200 TAMPA, FL 33614-8390 Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Service For: 300 STATE ST E APT 210, OLDSMAR, FL 34677-3704

Account #: 211029435370 Statement Date: October 02, 2023 Charges Due: October 23, 2023

#### **Meter Read**

Service Period: Sep 19, 2023 - Sep 26, 2023

Rate Schedule: Residential Service

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000746314	09/26/2023	51,474	51,285	189 kWh	1	8 Days

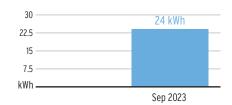
#### **Charge Details**

Electric Charges		
Daily Basic Service Charge	8 days @ \$0.71000	\$5.6
Energy Charge	189 kWh @ \$0.06847/kWh	\$12.9
Fuel Charge	189 kWh @ \$0.04908/kWh	\$9.2
Storm Protection Charge	189 kWh @ \$0.00373/kWh	\$0.7
Clean Energy Transition Mechanism	189 kWh @ \$0.00430/kWh	\$0.8
Storm Surcharge	189 kWh @ \$0.01022/kWh	\$1.9
Florida Gross Receipt Tax		\$0.8
Electric Service Cost		\$32.1
Franchise Fee		\$2.
Municipal Public Service Tax		\$2.3
Total Electric Cost, Local Fees and	Taxes	\$36.5



**Total Current Month's Charges** 

#### Avg kWh Used Per Day



#### **Important Messages**

Welcome to Tampa Electric! Please visit TampaElectric.com/Rates for information about your electric rates and charges.

Prorated Bill. Some charges have been prorated where required to reflect a longer or shorter than normal billing period.

Great News! You're in control of when we communicate with you. Log into TECOaccount.com/Notifications to select when you want to receive our electronic account notifications.

For more information about your bill and understanding your charges, please visit TampaElectric.com

#### Ways To Pay Your Bill



#### **Bank Draft**

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



#### In-Person

Find list of Payment Agents at TampaElectric.com



#### Mail A Check

#### Payments: TECO

P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in the enclosed envelope.

#### All Other

P.O. Box 111 Tampa, FL 33601-0111

#### Contact Us

#### Online:

\$343.59

TampaElectric.com

#### Phone:

Commercial Customer Care: 866-832-6249

#### Residential Customer Care:

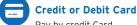
813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

**Energy-Saving Programs:** 

813-275-3909



be charged.

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will



**Phone** Toll Free: 866-689-6469

Correspondences: Tampa Electric

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

# Tampa Bay Times

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

#### **ADVERTISING INVOICE**

Advertising Run Dates		Advertiser Name		
10/11/23	SUMMIT VIEW CDE	SUMMIT VIEW CDD		
Billing Date	Sales Rep	Customer Account		
10/11/2023	Deirdre Bonett	314820		
Total Amount	Due	Ad Number		
\$138.40		0000300330		

#### **PAYMENT DUE UPON RECEIPT**

#### OCT 16 2023

Start	Stop	Ad Number	Product	Placement	Description PO Number	ins.	Size	Net Amount
10/11/23	10/11/23	0000300330	Tampabay.com	Legais CLS	Meeting Dates	1	2x57 L	<b>\$</b> 138.40
18. 18.								
						23		
				,				
	55							
				<u> </u>				
								[8]
) 54								
	8			-				
					RECEIVE 10.16.23			
							i E	

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times tampabay.com

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

#### ADVERTISING INVOICE

Thank you for your business.

 Advertising Run Dates
 Advertiser Name

 10/11/23
 SUMMIT VIEW CDD

 Billing Date
 Sales Rep
 Customer Account

 10/11/2023
 Deirdre Bonett
 314820

 Total Amount Due
 Ad Number

 \$138.40
 0000300330

#### DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

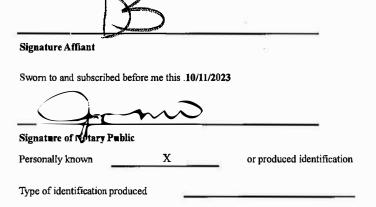
SUMMIT VIEW CDD C/O Rizzetta & Company 3434 COLWELL AVENUE SUITE 200 TAMPA, FL 33614 0000300330-01

# Tampa Bay Times Published Daily007 1 6 2023

# STATE OF FLORIDA COUNTY OF Pasco

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Meeting Dates was published in said newspaper by print in the issues of: 10/11/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.





#### NOTICE OF PUBLIC MEETING DATES SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Summit View Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at 10:00 a.m. at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 unless otherwise indicated as follows:

 $}_{SS}$ 

October 20, 2023 November 17, 2023 December 15, 2023 January 16, 2024 February 16, 2024 March 15, 2024 April 19, 2024 May 17, 2024 July 19, 2024 August 16, 2024 September 20, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 or by calling (813) 994-1001.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least 48 hours prior to the meeting. 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 (Volce), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

Matthew Huber District Manager

Run Date: 10/11/23

0000300330

# Tampa Bay Times Published Daily

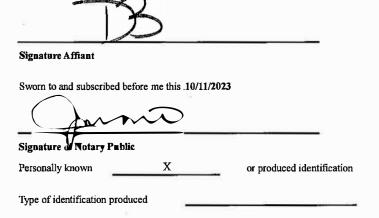
OCT 1 6 2023

STATE OF FLORIDA COUNTY OF Pasco

}<sub>SS</sub>

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October 20, 2023 November 17, 2023 December 15, 2023 January 16, 2024 February 16, 2024 March 15, 2024 April 19, 2024 May 17, 2024 June 21, 2024 July 19, 2024 August 16, 2024 September 20, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 or by calling (813) 994-1001.

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Matthew Huber District Manager

Run Date: 10/11/23

0000300330

# Tab 3

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION ACCOUNT SERIES 2021B REQUISITION RECAP FOR BOARD APPROVAL DECEMBER 15, 2023

REQUISITION NO.	PAYEE	AMOUNT
CR75	BTL Engineering Services, Inc.	\$4,084.00
CR76	Florida Land Design & Permitting	\$16,922.50

#### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida – (813) 933-5571</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.summitviewcdd.org</u>

November 07, 2023

#### **REGIONS BANK**

Summit View Special Assessment Bonds, Series 2021 Attention: Janet Ricardo 10245 Centurion Road Jacksonville, FL 32256

RE: Special Assessment Bonds, Series 2021B

Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's S2021B Construction Account.

#### PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A. BTL ENGINEERING VIA USPS

**B. FLORIDA LAND DESIGN VIA WIRE** 

Requisition No.	Payee	Amount	Account
75	BTL Engineering Services, Inc.	\$4,084.00	S2021B
76	Florida Land Design and Permitting	\$16,922.50	S2021B

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

Very truly yours,
SUMMIT VIEW
COMMUNITY DEVELOPMENT DISTRICT

Matthew Huber Regional District Manager

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

#### (Acquisition and Construction)

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: #75
- (B) Identify Acquisition Agreement, if applicable; Summit View CDD and BTL Services Inc For Geotechnical Engineering Services.
- (C) Name of Payee pursuant to Acquisition Agreement: BTL Engineering Services Inc.
- (D) Amount Payable: \$4,084.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): ): Summit View geotechnical services for roadway.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021B Acquisition and Construction Account of the Acquisition and Construction Fund.

#### The undersigned hereby certifies that:

- 1. Obligations in the stated amount set forth above have been incurred by the District,
- 2. Each disbursement set forth above is a proper charge against the Series 2021B Acquisition and Construction Account;
- 3. Each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
- 4. Each disbursement represents a cost of the 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

By:

Responsible Officer

Date

#### CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with (i) the schedule of disbursements, the payees set forth on the attached schedule and the amounts required to be paid per such schedule, (ii) the Acquisition Agreement; (iii) the report of the District Engineer, as such report shall have been amended or modified; and (iv) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

\$ 400.00

\$ 1,035.00

\$ 1,275.00

\$ 1,374.00

\$ 4,084.00

### Invoice

5802 N Occident St. Tampa, FL 33614

Phone #				
(813) 884-0755				

Date	Invoice #
9/14/2023	10060622

Bill To	
Summit View CDD Attn.: Mr. Doug Weiland, Manager 334 East Lake Rd S, #172 Palm Harbor, FL 34685	

Project			
Summit View Parcel 2A			
Dade City, Florida			

!	P.O. Number	Terms	Due Date	Account #	
Sur	mmit View 2A	Net 30	10/14/2023	3 5635:6	
Quantity	Item Code	Description	Description Price Each Amount	Amount	
	JOB# PROJM	Job No. 5635-6-23-1751 of Manager - Site Inspection 8/	22/23	100.00	400.00

	Total	\$400.00	
	Payments/Credits	\$0.00	
3.5% Fee Will Be Added For Credit Card Transactions	Balance Due	\$400.00	

### **Invoice**

5802 N Occident St. Tampa, FL 33614

Phone # (813) 884-0755

Date	Invoice #
6/20/2023	10060191

Bill To

Summit View CDD

Attn.: Mr. Doug Weiland, Manager

334 East Lake Rd S, #172

Palm Harbor, FL 34685

Project

Summit Booster Pump
12904 Kent Bradley Street
Dade City, Florida

	P.O. Number		Terms	Due Date	<i>A</i>	Account #
Sumn	nit Booster Pump		Net 10 Days	6/30/2023		5635
Quantity	Item Code		Description		Price Each	Amount
	JOB#	BTL J	lob No. 5635-23-C105			
1	CONCY5	Concr	ete Cylinders; 1 Set of 5		75.00	75.00
1	TECHCO	Concr	ete Testing - Field Technician	2/24/23	270.00	270.00
	JOB#	BTL J	ob No. 5635-23-C186			
1	CONCY5	Concr	ete Cylinders; 1 Set of 5		75.00	75.00
1	TECHCO		ete Testing - Field Technician	4/07/23	270.00	270.00
	JOB#	BTL J	ob No. 5635-23-C256			
1	CONCY5	1	ete Cylinders; 1 Set of 5		75.00	75.00
1	TECHCO		ete Testing - Field Technician	5/16/23	270.00	270.00
				Ì		
		i				

	Total	\$1,035.00
	Payments/Credits	\$0.00
3.5% Fee Will Be Added For Credit Card Transactions	Balance Due	\$1,035.00

### **Invoice**

5802 N Occident St. Tampa, FL 33614

Phone # (813) 884-0755

Date	Invoice #
9/14/2023	10060627

Summit View CDD Attn.: Mr. Doug Weiland, Manager 334 East Lake Rd S, #172 Palm Harbor, FL 34685	

Project

Summit View, Parcel 1A

PIN: Portion of 32-24-21-0000-00300-0000

Dade City, Florida

P.O. Number		Terms Due D		ate	Account #	
Sui	mmit View 1A		Net 30	10/14/2	2023	5635:2 (CDD)
Quantity	Item Code		Description		Price Each	Amount
4.5	JOB# TECHTE	Field T Failing	ob No. 5635-2-23-1331 Fechnician - Asphalt Cores to Thickness Areas - Hours Inc. 6/29/23		60.00	270.00
3	ТЕСНТЕ	Field T Failing	Cechnician - Asphalt Cores to Thickness Areas - Hours Inc. 7/03/23	60.00	180.00	
1 3	JOB# COREA TECHTE	Cores - Field T	ob No. 5635-2-23-1402 Asphalt Cechnician - Asphalt Cores - Hoto Portal 7/14/23	ours Includes	70.00 60.00	
1	JOB# TECHPA	- 1	ob No. 5635-2-23-1412 Technician - Visit (Asphalt De B	nsities)	175.00	175.00
1 1	JOB# EXGRA TECHPA	Asphal Field T	ob No. 5635-2-23-1530 t Extraction/Gradation echnician - Visit (Asphalt Sar ection) 8/01/23	mple Pickup	225.00 175.00	

	Total	\$1,275.00
	Payments/Credits	\$0.00
3.5% Fee Will Be Added For Credit Card Transactions	Balance Due	\$1,275.00

### **Invoice**

5802 N Occident St. Tampa, FL 33614

Phone # (813) 884-0755

Date	Invoice #
9/11/2023	10060591

Bill To

Summit View CDD

Attn.: Mr. Doug Weiland, Manager

334 East Lake Rd S, #172

Palm Harbor, FL 34685

Project
Summit View II - Soil Grain Size
Dade City, FL

P.O. Number Summit View II - Soil Gra		Terms Net 30	Due Date		Account # 5635:5	
			10/11/202	23		
Quantity	Item Code		Description		Price Each	Amount
32 2	JOB# MOBD 200 HAAUG AUTOCAD SENGD	Equips #200 F Hand A	ob No. 5635:5-23-1543 ment Mobilization Fines Wash Tests Augers (8Ft.) t Preparation Hours gineer Report/Review Hours		250.00 25.00 14.50 65.00 130.00	250.00 400.00 464.00 130.00 130.00

	Total	\$1,374.00	
	Payments/Credits	\$0.00	
ed For Credit Card Transactions	Balance Due	\$1,374.00	

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

#### (Acquisition and Construction)

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 First 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: #76
- (B) Identify Acquisition Agreement, if applicable; Engineering Construction and Design, Florida Land Design and Permitting Summit View.
- (C) Name of Payee pursuant to Acquisition Agreement: Florida Land Design and Permitting.
- (D) Amount Payable: \$16,922.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Florida Land Design and Permitting. Engineering Construction and Design Summit View. Permit design and approval.
- (F) Account from which disbursement to be made:

Series 2021B Acquisition and Construction Account

#### The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2021B Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
- 4. Each disbursement represents a cost of the 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

Date: /6/24/22

#### **CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

```
$ -1,720.00 - Overpayment on last requisition - CR 74 $ 322.50
```

- \$ 2,940.00
- \$ 4,145.00
- \$ 3,375.00
- \$ 675.00
- \$ 7,185.00
- \$ 16,922.50



3030 Starkey Boulevard • Trinity, FL 34655 727.478.2421 • Fax 727.255.6085

Douglas Weiland, Manager **Summit View CDD** 334 E. Lake Road #172 Palm Harbor, FL 34685

dweiland@jesproperties.com

Re: Summit View CDD

**Services Performed:** 

Invoice Date:

10/4/2023

Invoice #:

12065

**Invoice Period:** 8/26/2023 to 9/29/2023

Project #:

2020-1039-D

FLD&P Contract #:

FLDP21-025

Task 0900 - District Engineer

Requisitions 72 and 74 were revised/signed in September along with a request from Brian Lamb.

Classification	Hours	Rate	Amount Due
Sr. Project Manager (Mazur)	1.5	\$215.00	\$322.50
		Total	\$322.50

TOTAL DUE THIS INVOICE	\$322.50

c: Cynthia Malinoski Cynthia@jesproperties.com admin@jesproperties.com



3030 Starkey Boulevard • Trinity, FL 34655 727.478.2421 • Fax 727.255.6085

Douglas Weiland, Manager Summit View CDD 334 E. Lake Road #172

Palm Harbor, FL 34685 dweiland@jesproperties.com

Re: Summit View - Phase 1A

Services Performed:

Invoice Date:

10/4/2023

Invoice #:

12068

Invoice Period:

8/26/2023 to 9/29/2023

Project #:

2020-1039-F

#### Task 0901 - Additional Construction Observation/Certification

In September we visited the site to determine the degree of pavement failure in the southeast corner of the site. We also submitted certification documents to SWFWMD required in order to have this phase turned over to the CDD for Operation and Maintenance. Work continuing in October.

Classification	Hours	Rate	Amount Due
Sr. Project Manager (Mazur)	4.00	\$190.00	\$760.00
Project Manager (Adamcyzk)	6.00	\$170.00	\$1,020.00
Project Engineer (Ramos)	8.00	\$145.00	\$1,160.00
		Total	\$2,940.00

TOTAL DUE THIS INVOICE \$2,940.00

Edward Mazur, Jr., P.E., President

c: Cynthia Malinoski/cynthia@jesproperties.com admin@jesproperties.com



3030 Starkey Boulevard • Trinity, FL 34655 727.478.2421 • Fax 727.255.6085

Douglas Weiland, Manager **Summit View CDD** 334 E. Lake Road #172 Palm Harbor, FL 34685

dweiland@jesproperties.com

Re: Summit View

**Services Performed:** 

#### Task 0908 - Fire Hydrant Flow Tests

In September we conducted fire flow/pressure tests at nine (9) fire hydrants in Dade City that had been tested in March of this year. We then prepared a summary table that compared the March results (prior to booster pumps installation) to the September results (after the booster pump installation).

Classification	Hours	Rate	Amount Due
Sr. Project Manager (Mazur)	6.5	\$190.00	\$1,235.00
Project Engineer (Ramos)	12.0	\$145.00	\$1,740.00
		Total	\$2,975.00

Secord Contracting - Invoice 17033 - 13 Fire Hydrant Flow Tests (\$90/Each)*	\$1,170.00	
0	Total	\$1,170.00

TOTAL DUE THIS INVOICE	\$4,145.00

**Invoice Date:** 

Invoice #:

Project #:

10/4/2023

12061

2020-1039

Invoice Period: 8/26/2023 to 9/29/2023

\*See Attached

Edward Mazur, Jr. P.H., President

c: Cynthia Mal noski, cynthia@jesproperties.com admin@jesproperties.com

# Florida Land Design & Permitting, Inc. 3030 Starkey Boulevard New Port Richey, FL 34655 727-478-2421

TRUIST [H]

63-9138/2631

October 4, 2023

PAY TO THE ORDER OF	Secord Contracting		\$ 1,170.00	
One Thousar	nd One Hundred Seventy and 00/100			_DOLLARS
мемо		AUTHORIZED SIGN	итире	
	#*00001834# ## ## ## ## ## ## ## ## ## ## ## ## #	7:11 1000 140 20606#*		
Florida Land	Design & Permitting, Inc.			1829
	10/4/2023			
	Secord Contracting	\$1,170.00		
	2020-1039			
	Summit View Fire Hydrant Flow Tests			

1829

Florida Land Design & Permitting, Inc.

#### Secord Contracting

31620 Pasco Rd San Antonio, Fl. 33576

## Invoice

Date	Invoice #
9/30/2023	17033

Bill To	
Florida Land Design & Permitting 3030 Starkey Blvd. Trinity, Fl. 34655	

P.O. No.	Terms	Project
		Summit View Off Site FH te

Quantity	Description	Rate	Amount
8 5	Fire Hydrant Flow Test completed 9/21/23 Fire Hydrant Flow Test completed 9/26/23	90.00 90.00	720.00 450.00
ank you for you	r business.	Total	\$1,170.00



3030 Starkey Boulevard • Trinity, FL 34655 727.478.2421 • Fax 727.255.6085

Douglas Weiland, Manager

**Summit View CDD** 

334 E. Lake Road #172 Palm Harbor, FL 34685

dweiland@jesproperties.com

Re: Summit View Phase 2A

Services Performed:

Invoice Date:

10/4/2023

Invoice #:

12066

Invoice Period:

8/26/2023 to 9/29/2023

Project #:

2020-1039-E

#### Task 0904 - FDEP Permit Application

In September we prepared the FDEP water/sewer permit application for Phase 2A. These will be included in the submittal, in October, to Dade City for signatures. Work included determining the water/sewer quantities.

Classification	Hours	Rate	Amount Due
Sr. Project Manager (Mazur)	6.0	\$190.00	\$1,140.00
Project Manager (Adamcyzk)	4.50	\$170.00	\$765.00
Sr. Designer (Syrisko)	10.50	\$140.00	\$1,470.00
		Total	\$3,375.00

TOTAL DUE THIS II	NVOICE	\$3,375.00

dward Mazur, Ir, R.E., President

c: Cynthia Ma/inoski, cynthia@jesproperties.com admin@jesproperties.com



3030 Starkey Boulevard • Trinity, FL 34655 727.478.2421 • Fax 727.255.6085

Douglas Weiland, Manager Summit View CDD 334 E. Lake Road #172 Palm Harbor, FL 34685 dweiland@iesproperties.com

Palm Harbor, FL 34685 dweiland@jesproperties.com

Re: Summit View Phase 1B

**Services Performed:** 

#### Task 0906 - New Plan Set

In late September we submitted the revised plans to City staff since the plans submitted in March of this year did not have detailed design of the Amenity Center and did not reflect the lower roadway elevations. Paper copies and electronic files were sent to Georgina Cid.

Classification	Hours	Rate	Amount Due
Sr. Project Manager (Mazur)	1.0	\$190.00	\$190.00
Sr. Designer (Syrisko)	3.0	\$140.00	\$420.00
		Total	\$610.00

Reimbursable Expense - Ready Runners Courier to Georgina Cld (City of Dade City)	\$65.00

TOTALD	<b>UE THIS INVOICE</b>	\$675.00	100

**Invoice Date:** 

Invoice #:

Project #:

10/4/2023

12063

2020-1039-B

Invoice Period: 8/26/2023 to 9/29/2023

Edward Mazur, Jr., F.E., President

c: Cynthia Malinaski, cynthia@jesproperties.com admin@jesproperties.com 9/27/23, 7:14 AM

Florida Land Design & Permitting

Edith Sterling <esterling@fldandp.com>

#### Receipt from READY RUNNERS COURIERS

Tue, Sep 26, 202

Square automatically sends receipts to the email address you used at any Square seller. Learn more



#### **READY RUNNERS COURIERS**





Let READY RUNNERS COURIERS know how your experience was

**Custom Amount** 

\$65.00

Total

\$65.00

**READY RUNNERS COURIERS** 727-845-5555

Visa 4048 (Keyed)

Sep 26 2023 at 1:38 PM

#JeF2

Auth code: 05205G

**Receipt Settings** 

Not your receipt? Turn off automatic receipts Manage preferences

> © 2023 Square Privacy Policy 1955 Broadway, Suite 600 Oakland, CA 94612



# **Letter of Transmittal**

g:\shared drives\fidp administration\projects\summit view\lot\cid revised plans.docx

Attn:	Georg	jina Cid, MPA		Date	September 23, 2023
Address:	City of 38020	f Dade City Meridian Ave City, FL 3352		Job No	: 2020-1039-B-00.08
Re:		nit View Phase		From	Edward Mazur, Jr., P.E.
Copie	R	Date	No.	1 0	escription
Copie					
2 Sets	5			Revised Plans	
	<del></del>				
☐ For	r Approv Reques		[	For Signature Approved as noted Other:	For your use Returned Check
Comments	<b>3</b> ;				
Signed:					
C:					

If enclosures are not as noted, kindly inform us at once 3030 Starkey Boulevard • Trinity, FL 34655 Phone: (727) 478-2421



Ed Mazur <emazur@fldandp.com:

#### Fwd: Summit View 1B (CAD & PDF)

message

id Mazur <emazur@fldandp.com>

Mon, Sep 25, 2023 at 9:04 AN

o: Georgina Cid <gcid@dadecityfl.com>

c: Doug Weiland <dweiland@jesproperties.com>, Daniel Adamczyk <dadamczyk@fldandp.com>, Ricardo Ramos-'agan <rramos@fldandp.com>

#### Georgina,

Attached is a googledrive that contains both a pdf and cad file of the Summit View 1B plans. As I mentioned last Friday, we did, in fact, make changes to the 1B plans after the original submittal in March. The changes are mostly to grading and the Amenity Center. In March we were still reviewing the Amenity Center concept plan, obtaining geotech info, etc. Since they we have finalized the design and included it with the 1B plans because the utility system on the 1B phase serves the Amenity Center.

In addition, Doug Weiland was able to acquire the Summit II (formerly Denlinger) parcel recently. This allowed us to lower the grades on 1B in order to accommodate the significant slopes within Summit II. The SWFWMD permit for 1B includes the lower grades, and shows the impact to a small portion of Summit II. Attached is an email chain from the SWFWMD reviewer stating that what we proposed was acceptable to SWFWMD.

There are no changes to the number of lots in 1B, or the configuration, so hopefully there will not be a delay in the review.

Also, please note that we are sending two signed/sealed sets of the revised plans, via courier, to your office today.

Please let us know if you have any questions.

**Thanks** Eđ

https://drive.google.com/file/d/12K9aJsV-KLIXeeB\_HuPRceUbhdZtSXrp/view?usp=sharing

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Edward Mazur, Jr., P.E. | President

Mobile: 727-271-9001| Office: 727-478-2421

emazur@fldandp.com - www.fldandp.com

82000

Summit View 1B - SWFWMD email chain regarding impact to Summit II.pdf 156K



3030 Starkey Boulevard • Trinity, FL 34655 727.478.2421 • Fax 727.255.6085

Douglas Weiland, Manager Summit View CDD 334 E. Lake Road #172 Palm Harbor, FL 34685 dweiland@jesproperties.com Invoice Date:

10/4/2023

Invoice #:

12067

Invoice Period:

8/26/2023 to 9/29/2023

Project #:

2020-1039-E

Re: Summit View Phase 2A

#### **Services Performed:**

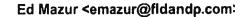
Task #	Task	Lump Sum Fee	% Complete	Total Complete	Previous	Current
	I. SURVEY SERVICES					
0905	Drone Task*	\$ 7,185.00	100.00%	\$7,185.00	\$0.00	\$7,185.00
	TOTAL	\$ 7,185.00		\$7,185.00	\$0.00	\$7,185.00

AND MAILTON	TAL DUE THIS IN	VOIGE	\$7,185,00	

\*See Attached Email

Edward Mazur, Jr., P.E., President

c: Cynthia Malinoski/cynthia@jesproperties.com admin@jesproperties.com





#### Re: Summit View 2A existing topo

message

**Joug Weiland <a href="mailto:odocume"><a href="mailto:dweiland@jesproperties.com">odocume:dweiland@jesproperties.com</a>**<a href="mailto:odocume">odocume:dweiland@jesproperties.com</a>

Mon, Sep 18, 2023 at 11:19 AN

Proceed

Dr Doug Weiland Sent from my iPhone

On Sep 18, 2023, at 11:16 AM, Ed Mazur <emazur@fldandp.com> wrote:

Doug,

During this past weekend we used our drone to obtain topo in an example area where we knew the actual topo. The results were that our drone works fine. So we can use it for the 2A area, and the 1B area if that portion of Summit View.

Fee would be \$5435 for 2A and \$1750 for the 1B area. This would give us much better/accurate results for future earthwork.

We can start setting control this week, and have the final topo plot before the end of next week as long as the weather cooperates.

Please let us know if this works for you.

Thanks Ed



Edward Mazur, Jr., P.E. | President

3030 Starkey Boulevard Trinity, FL 34655

Mobile: 727-271-9001| Office: 727-478-2421

emazur@fldandp.com - www.fldandp.com

#### **Doug Weiland**

From:

Doug Weiland

Sent:

Friday, October 20, 2023 9:56 AM

To:

Ezra Singer

Subject:

Re: Following Up

Agreed it was good to catch up. Can you send contact info. Thanks

Dr Doug Weiland Sent from my iPhone

On Oct 20, 2023, at 6:55 AM, Ezra Singer <ezrasinger@gmail.com> wrote:

Doug,

Great catching up with you yesterday.

Some of the people we discussed:

- Ron Diner (lives on Snell Isle)
- Irv Cohen
- Jim Aresty (here part time)

Thanks again for your leadership.

Best,

Ezra

Ezra Singer

CEO & Founder

ezrasinger@gmail.com

ezrasinger.com 614.286.4196

<EzraSinger\_Primary\_Logo\_Smallcopy-2 copy.jpg>

# Tab 4

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

#### PREPARED FOR:

# BOARD OF SUPERVISORS SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

#### **ENGINEER:**

Florida Land Design & Permitting 3030 Starkey Boulevard Trinity, Florida 34655

December 4, 2023

## SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED MASTER ENGINEER'S REPORT

#### 1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("CIP"), and update the estimated costs of the CIP with actual construction costs that have resulted in an overall increase to the CIP from the previous master report. The District was established on July 12, 2005 by the City Commission of the City of Dade City, pursuant to Ordinance 2005-0894. The Developer of the project within the District is Summit View LLC, (the "Developer"), who is the current sole owner of the land of the District (Exhibit A below).

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

#### 2. GENERAL SITE DESCRIPTION

The site is 135.35 acres and, pending a boundary amendment filed, will be 136.36 acres, located within Section 32, Township 24 South, Range 21. The site is approximately 1 mile ± north of State Road 52 on the east side of Happy Hill Road. The project originally contained 396 single family residential units and, pending boundary amendment along with minor layout revisions, will consist of 410 single-family residential units, 60.32 acres of District Roads, 3.24 acres of Recreational Facilities, and 51.05 acres of Storm Management Ponds and Open Space.

As noted in **Exhibit A**, the District's boundaries include approximately 136.36 acres of land located in the City.

#### 3. PROPOSED PROJECT

The CIP is intended to provide public infrastructure improvements for the lands within the District, which lands are planned for 410 single-family residential units. The CIP is intended to function as one system of improvements, with costs of the CIP being broken out into Master, Sub-Phase 1 or Sub-Phase 2 costs, as illustrated in Appendix A attached hereto.

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

The following charts show the planned product types and land uses for the District:

#### **PRODUCT TYPES**

40-foot-wide x 110' deep (Min.) Product:88 Units50-foot-wide x 110' deep (Min.) Product:242 Units60-foot-wide x 110' deep (Min.) Product:80 Units

#### **LAND USE**

Residential Area: 60.32 acres
District Right-of way: 21.75 acres
Stormwater Management Ponds and Open Space: 51.05 acres
Recreational Facilities: 3.24 acres

The CIP the following infrastructure categories:

#### **Roadway Improvements:**

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

All internal roadways may be financed by the District, and dedicated to the District for ownership, operation, and maintenance. All internal roadways will be open to the public.

No Impact Fee Credits are available for roadway improvements.

#### **Stormwater Management System:**

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to on site retention ponds. The stormwater system will be designed consistent with the criteria established by the SWFWMD and the City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including inlets and storm sewer systems within the right-of-way. A portion of the stormwater improvements were previously constructed by the Developer and acquired by the District in conjunction with the Series 2021 Bonds.

NOTE: No private earthwork is included in the CIP and the District will not fund any cost of placing fill on, or mass grading of, private lots.

#### **Water and Wastewater Utilities:**

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made along Happy Hill Road just north of the intersection of Winding Hills Loop.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 6" Forcemain and onsite lift stations. The offsite Forcemain connection will be made at Janke Drive and State Road 52.

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

Impact Fees in connection with the water and wastewater utility improvements are as follows: The current rate for the water impact fee is \$1,321 per unit. The current rate for the wastewater impact fee is \$3,943 per unit. Therefore, the total charge per unit for the water and wastewater impact fees is \$5,264 per unit. The District will pay a sewer capacity reservation fee for the entire community which

is equal to 50% of the total impact fee prior to the recording of the first plat, or at least \$1,060,696.00. There are impact fee credits for the sewer capacity reservation fee. The Developer is retaining these impact fee credits. In exchange, the Developer would be required to pay back the capacity reservation fee upon the closing of each residential unit.

#### Hardscape and Landscape:

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

Installation, operation, and maintenance of any irrigation system will be the responsibility of the Homeowner's Association.

The City has distinct design criteria requirements for planting design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

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

#### **Undergrounding of Electrical Utility Lines**

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

#### **Recreational Amenities:**

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

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

#### **Professional Services**

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

#### **Off-Site Improvements**

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

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

All the foregoing offsite improvements are required by applicable development approvals. Note that, there are no direct impact fee or similar credits available from the construction of any off-site roadway or stormwater improvements. A contingent reimbursable credit for future third party connections to the constructed off-site water and wastewater lines of \$613.00 per unit will be retained by Developer.

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

TABLE A\_

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

#### 4. PERMITTING/CONSTRUCTION COMMENCEMENT

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

Agency	Portion of Phase 2	Status
Dade City	Phase 1B Construction Plans	Issued
Dade City	Phase 2A Construction Plans	Pending
FDEP	Phase 1B Water System	Pending
FDEP	Phase 1B Sewer System	Issued
FDEP	Phase 2A Water System	Pending
FDEP	Phase 2A Sewer System	Pending
SWFWMD	Phase 1B	Issued
SWFWMD	Phase 2A	Pending

#### 5. OPINION OF PROBABLE CONSTRUCTION COSTS

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

TABLE A	
Facility Description	Total CIP Costs
Roadways	\$4,451,509.29
Stormwater Management	\$4,491,383.05
Utilities (Water and Sewer)	\$3,591,830.14
Utilities Commitment/Impact Fees	\$1,042,272.00
Hardscape/Landscape	\$193,300.00
Undergrounding of Conduit	\$137,800.00
Recreational Amenities Walking Trails	\$174,000.00
Professional Services	\$518,405.00
Off-Site Improvements	\$433,254.17
Contingency	\$533,733.25
TOTAL	\$15,567,486.90

#### Note:

- 1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- 2. Please see Appendix for an explanation of costs.

#### 6. CONCLUSIONS

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

It is further our opinion that:

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

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

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

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

Edward Mazur,

Date

FL License No. 21918

https://fldandp-mv.shareppint.com/personal/kmazur\_fldandp\_com/documents/fldp administration/projects/summit view/reports/summit view cdd supplemental report 12 04 2023 docx

#### **APPENDIX**

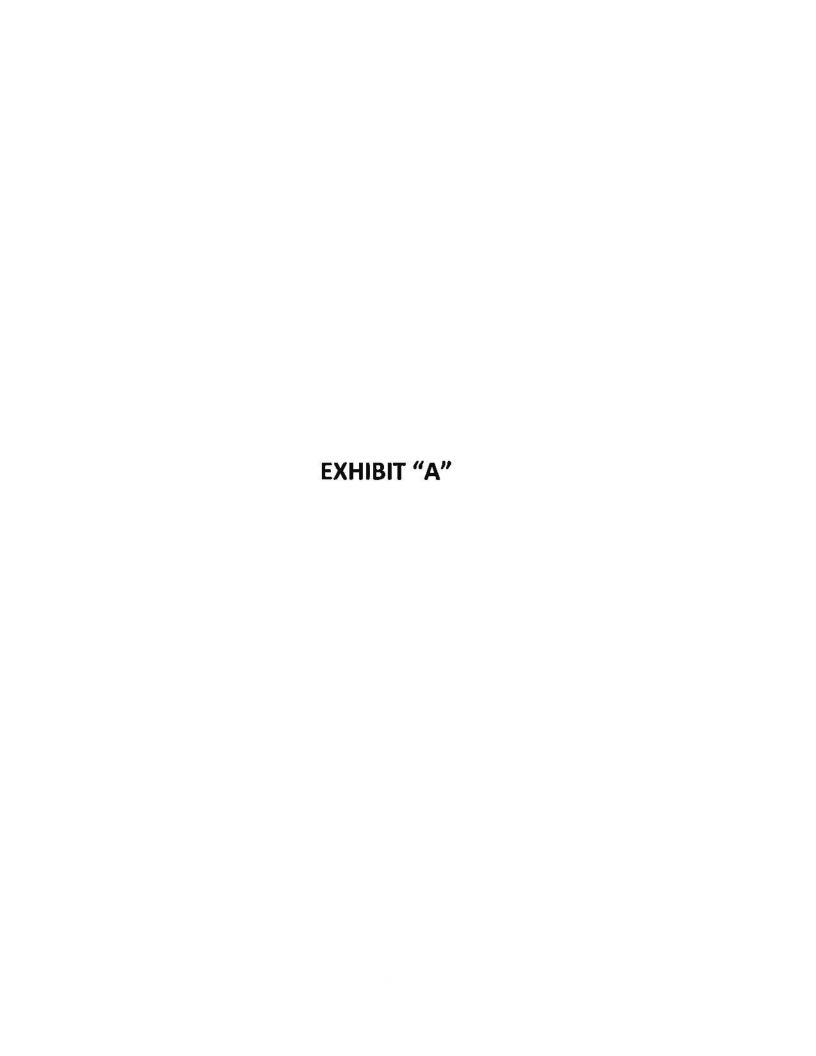
#### **Cost Breakdown**

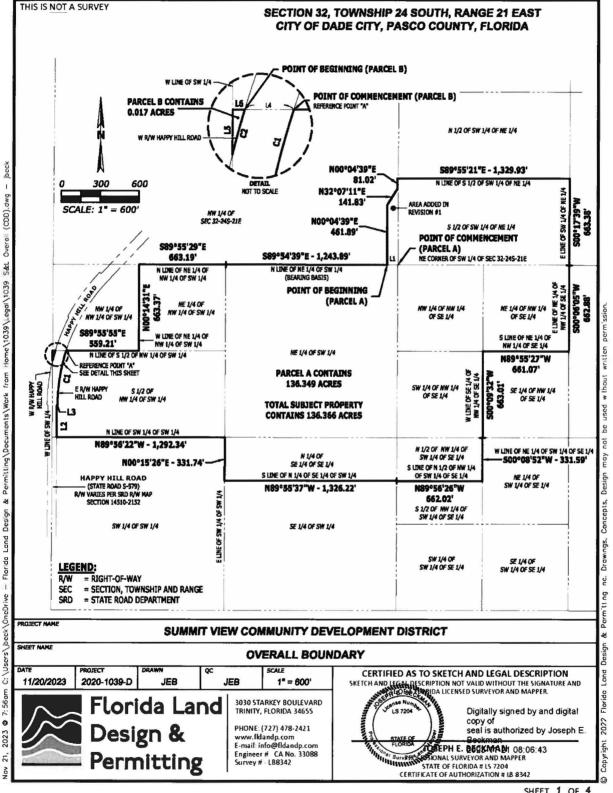
<u>Infrastructure</u>	<u>Master</u>	Sub-Phase 1	Sub-Phase 2 <sup>(3)</sup>	<b>Total CIP</b>
Roadways	\$532,439.00	\$783,520.29	\$3,135,550.00(2)	\$4,451,509.29
Stormwater Management	\$122,497.00	\$2,528,686.05	\$1,840,200.00	\$4,491,383.05
Utilities (Water and Sewer)	\$435,659.00	\$760,071.14	\$2,396,100.00	\$3,591,830.14
Utilities Commitment/Impact Fees	\$1,042,272.00	\$0.00	\$0.00	\$1,042,272.00
Hardscape/Landscape	\$0.00	\$83,300.00	\$110,000.00	\$193,300.00
Undergrounding of Conduit	\$0.00	\$52,800.00	\$85,000.00	\$137,800.00
Recreational Amenities, Walking Trails	\$0.00	\$49,000.00	\$125,000.00	\$174,000.00
Professional Services <sup>(1)</sup>	\$378,405.00	\$0.00	\$140,000.00	\$518,405.00
Offsite Improvements	\$433,254.17	\$0.00	\$0.00	\$433,254.17
Contingency	\$0.00	\$298,777.25	\$234,956.00	\$533,733.25
TOTAL	\$2,944,526.17	\$4,556,154.73	\$8,066,806.00	\$15,567,486.90

Product Type:	Sub-Phase 1	Sub-Phase 2
40-foot-wide x 110' deep (Min.) Product:	82 Units	6 Units
50-foot-wide x 110' deep (Min.) Product:	72 Units	170 Units
60-foot-wide x 110' deep (Min.) Product:	31 Units	49 Units
Total:	185 Units	225 Units

#### Notes:

- 1. 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.
- 2. Includes earthwork and erosion control.
- 3. Sub-Phase 2 costs are based on construction contracts signed in November 2023.





THIS IS NOT A SURVEY

LINE TABLE					
LINE	BEARING	LENGTH			
LI	N89°54'39"W	81.86′			
12	N00°15'13"E	245.37'			
L3	S89°44'47"E	5.00			
L4	N89°55'55"W	83.73'			
L5	N00º15'46"E	76.71'			
L6	S89°55'55"E	20.49			

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD	
C1	1,392.40	17°28'59"	424.87	N08°59'42"E	423.22	
C2	1,472.40	3°05'33"	79.48'	S15°12'05'W	79.47	

#### **SURVEYOR'S NOTES:**

- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING N89°54'39"W, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

#### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

#### **OVERALL BOUNDARY**



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # – CA No. 33088 Survey # – LB8342

Home/1039/Legal/1039\_S&L Over all (CDD).dwg C: \Users\jbeck 2023

# s) beek One Dride Land Design & Permitting Decuments Work from Home 1039/Leag 1039 S&L Overall (CDD) dwa

#### **LEGAL DESCRIPTION:**

#### **PARCEL A**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 89°54'39" WEST, FOR 81.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'39" EAST, FOR 461.89 FEET; THENCE NORTH 32°07'11" EAST, FOR 141.83 FEET; THENCE NORTH 00°04'39" EAST, FOR 81.02 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'21" EAST, FOR 1,329.93 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°17'39" WEST, FOR 663.38 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SOUTH 00°06'05" WEST, FOR 662.88 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32: THENCE ALONG SAID SOUTH LINE, NORTH 89°55'27" WEST, FOR 661.07 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, SOUTH 00°09'32" WEST, FOR 663.01 FEET; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 32, SOUTH 00°08'52" WEST, FOR 331.59 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°56'26" WEST, FOR 662.02 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, NORTH 89°55'37" WEST, FOR 1,326.22 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 32; THENCE ALONG SAID EAST LINE, NORTH 00°15'26" EAST, FOR 331.74 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, NORTH 89°56'22" WEST, FOR 1,292.34 FEET TO THE EAST RIGHT-OF-WAY OF HAPPY HILL ROAD (COUNTY ROAD #579) ACCORDING TO STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 14510-2152; THENCÉ ALONG SAID EAST RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°15'13" EAST, FOR 245.37 FEET; (2) SOUTH 89°44'47" EAST, FOR 5.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (3) NORTHERLY 424.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,392.40 FEET, A CENTRAL ANGLE OF 17°28'59", AND A CHORD BEARING AND DISTANCE OF NORTH 08°59'42" EAST, FOR 423.22 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 32, SAME BEING REFERENCE POINT "A"; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'55" EAST, FOR 559.21 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST

PROJECT NAME

#### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

C:\User

2023

#### **OVERALL BOUNDARY**



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer# - CA No. 33088 Survey# - LB8342 uc

Permitting

1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, NORTH 00°14'31" EAST, FOR 663.37 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'29" EAST, FOR 663.19 FEET; THENCE ALONG AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, SOUTH 89°54'39" EAST, FOR 1,243.89 FEET TO THE POINT OF BEGINNING.

PARCEL A CONTAINING 136.349 ACRES.

#### **TOGETHER WITH:**

#### PARCEL B

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFORESAID REFERENCE POINT "A", SAME BEING THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY OF HAPPY HILL ROAD (COUNTY ROAD #579) ACCORDING TO STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 14510-2152 AND THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, NORTH 89°55'55" WEST, FOR 83.73 FEET TO THE WEST RIGHT-OF-WAY OF SAID HAPPY HILL ROAD (COUNTY ROAD #579), SAME ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTHERLY 79.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,472.40 FEET, A CENTRAL ANGLE OF 03°05'33", AND A CHORD BEARING AND DISTANCE OF SOUTH 15°12'05" WEST 79.47 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, NORTH 00°15'46" EAST, FOR 76.71 FEET TO AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE SOUTH 89°55'55" EAST, FOR 20.49 FEET TO THE POINT OF BEGINNING.

PARCEL B CONTAINING 0.017 ACRES.

TOTAL SUBJECT PROPERTY CONTAINING 136.366 ACRES.

PROJECT NAME

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

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2023

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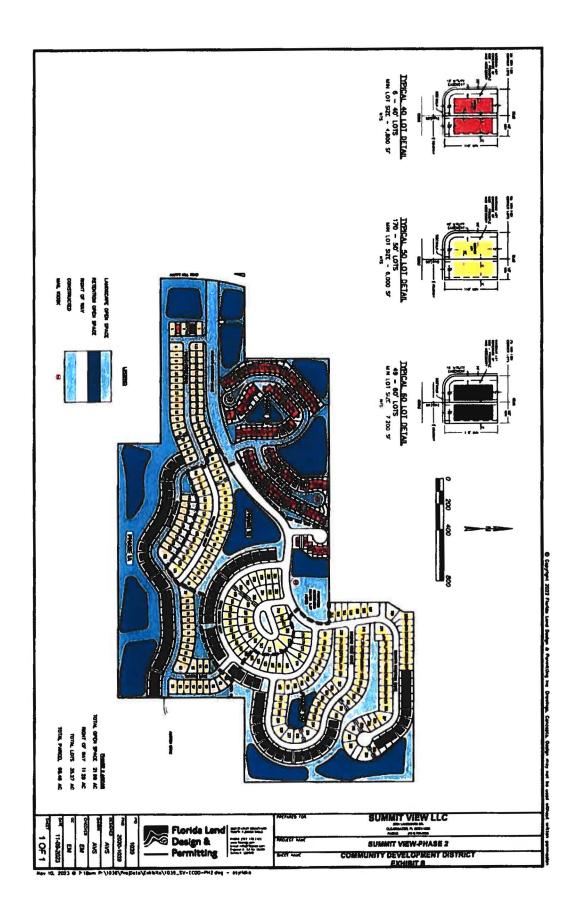
**OVERALL BOUNDARY** 



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fidandp.com E-mail: info@fidandp.com Engineer# - CA No. 33088 Survey# - LB8342





# Tab 5



# Summit View Community Development District

First Amendment to Master Special Assessment Allocation Report

> 3434 Colwell Ave Suite 200 Tampa, FL 33614

> > rizzetta.com

December 15, 2023

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#### I. INTRODUCTION

This First Amendment to Master Special Assessment Allocation Report (the "First Amendment") is being presented to revise the Summit View Community Development District's ("District"), existing Master Special Assessment Allocation Report, dated April 30, 2021 (the "Master Report") in order to capture an increase in construction costs related to the District's infrastructure project and an increased interest rate environment.

The District has previously issued its Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B (the "Series 2021 Bonds") and plans to issue one or more future series of bonds to fund a portion of the capital infrastructure project, herein referred as the "Capital Improvement Program". This First Amendment will detail the revised maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all of the land uses within the District that will benefit from the Capital Improvement Program.

#### **II. DEFINED TERMS**

"Capital Improvement Program" or "CIP" – Construction and/or acquisition of public infrastructure planned for the District, including the public infrastructure financed with the proceeds of the Series 2021 Bonds. The total cost for the Capital Improvement Program is estimated to be \$15,567,486.90 as specified in the Amended and Restated Master Engineer's Report dated December 4, 2023. ("Master Engineer's Report").

"Developer" - Summit View, LLC.

"District" – Summit View Community Development District.

"District Engineer" - Florida Land Design & Permitting

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

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

"Maximum Assessments" – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

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

"Series 2021 Bonds" – the District's previously issued \$3,355,000 Special Assessment Bonds, Series 2021A and \$2,645,000 Special Assessment Bonds,



Series 2021B for the "2021 Project", as defined in the financing documents related to the District's issuance of the Series 2021 Bonds.

"Unplatted Parcels" – Undeveloped lands or parcels that are not yet subject to a recorded plat or their final end-use configuration.

#### **III. DISTRICT INFORMATION**

The Summit View Community Development District was established by the City Commission of Dade City on July 12, 2005, pursuant to City Ordinance No. 2005-0894. The District encompasses approximately 135.35 acres and is located within Dade City and lies entirely in Section 32, Township 24 South, Range 21. The District is approximately 1 mile +/- north of State Road 52 on the east side of Happy Hill Road. The District, as of the date of this First Amendment, has submitted a petition for a boundary amendment to add an additional +/- 1.012 acres, which if approved would bring the total District acreage to +/- 136.36 acres.

The District issued its Series 2021 Bonds for the first phase of development ("Phase 1") which debt assessments have been levied to secure the Series 2021 Bonds ("2021 Assessments") shall not be impacted by this First Amendment except to demonstrate maximum assessment levels and increased benefit to the land and lots encumbered by the 2021 Assessments. The District plans to issue a second series of bonds to fund a portion of the Capital Improvement Program not financed with the Series 2021 Bonds. This First Amendment will detail the revised maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the Capital Improvement Program. The current development plan for the District includes approximately 410 residential units, 225 residential units which are located in "Phase 2/Assessment Area 2" and 185 residential units which are located in "Phase 1 of development" and encumbered by 2021 Assessments.

The District received a favorable bond validation judgment from the Sixth Judicial Circuit of the State of Florida on September 21, 2005, in case No. 51-2005-CA002129 ES, Section B.

Table 1 illustrates the District's preliminary development plan.

#### IV. CAPITAL IMPROVEMENT PROGRAM

Pursuant to the Master Engineer's Report, the District's Capital Improvement Program includes, but is not limited to, roadways, stormwater management, utilities (water and sewer), utility commitment/impact fees, hardscape/landscape, undergrounding of conduit, recreational amenities walking trails, professional services, off-site improvements and contingency and is estimated to cost \$15,567,486.90 as shown in detail on Table 2, a portion of which was previously funded with the District's Series 2021 Bonds. It is expected that the District will issue bonds one more series to fund a portion of the CIP relating to phase 2 of development, with the balance funded by the Developer or other sources.



### V. MASTER ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS

Unlike property taxes, which are ad valorem in nature, a special district may levy special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the special district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to certain assessable lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the general public may enjoy. A special district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A special district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

### A. Benefit Analysis

Improvements undertaken by the District, as more clearly described in the Master Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District or more precisely defined as the land uses which specifically receive benefit from the CIP as described in this First Amendment and supplements thereto.

It is anticipated that the CIP will provide special benefit to all assessable lands within the District. As described in the Master Engineer's Report, "the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and the CIP will function as a system of improvements benefitting all lands within the District."

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.

170.201, Florida Statutes, states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or
- (b) An alternative methodology, so long as the amount of the assessment for



each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on evaluation of the Master Engineer's Report, and in consultation with the Developer regarding the CIP, and by resolution of the Board of Supervisors, it has been determined that the manner in which the governing body of the District believes it is in the District's best interest to allocate the assessments for the bonds to be issued by the District is to be based on the front footage of each Platted Unit. This method of EAU allocation meets statutory requirements and is generally accepted in the industry.

Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use and front footage. These EAU factors, which utilize a 50' lot frontage as the standard lot size, are provided in Table 3. As described further herein and based in part on the report of the District Engineer, it is our professional opinion that the Maximum Assessments are supported by sufficient benefit from the CIP, and that the Maximum Assessments are fairly and reasonably allocated to all assessable properties subject to the Maximum Assessments.

### B. Anticipated Bond Issuance

As described above, it is expected that the District will issue bonds in one or more series to fund a portion of the CIP, which includes the already issued Series 2021 Bonds. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy maintenance special assessments and collect payments related to the operations and maintenance of the District.

A maximum bond sizing is included in Table 4 of this report. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which the entire CIP is funded with bond proceeds. However, the District is not obligated to issue bonds at this time, is not obligated to finance the total CIP, and similarly may choose to issue bonds in an amount lower than the maximum amount, which is expected. The District previously issued its Series 2021 Bonds secured by assessments levied on the 185 Platted Units in phases 1A and 2B of the District, to fund a portion of the District's CIP. The District may issue future bonds in various par amounts, maturities and structures up to the maximum principal amount. Table 5 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

### C. Maximum Assessment Methodology

Initially, the District will be imposing a Maximum Assessment lien based on the maximum benefit conferred on each parcel by the CIP. Accordingly, Table 6 reflects the Maximum Assessment per Platted Unit. Because the District may issue bonds in



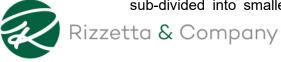
various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments levied against the assessable property owners within the District will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

The District lands that will be subject to the Maximum Assessments at the time of this First Amendment consist of both Platted Units and Unplatted Parcels. Assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

Until all the land within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; (3) until the lands are sold, it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified. As of the issuance of this First Amendment, 185 Platted Units in Phase 1 have been assigned 2021 Assessments securing the Series 2021 Bonds, which Series 2021 Bonds are fully absorbed.

This First Amendment is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the CIP referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein and shall be described in one or more supplemental reports.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Maximum Assessments will be assigned to the Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel, subject to review by the District's methodology consultant to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with the methodology in this Master Report. The owner of the Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately actually platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the



Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to "buy down" the assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, in order for assessments to be at certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to achieve such target assessment levels. Any amounts contributed by the Developer to pay down assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

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

### D. True-Up Determination & Payments

This First Amendment identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the lands within the District. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified herein. the District shall allocate the assessments to the product types being platted on a first platted, first assigned basis and the remaining property in accordance with this Master Report and cause the assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of assessments able to be assigned to the assessable property within the District, then the District may undertake a pro rata reduction of assessments for all assessed properties within the District, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of assessments able to be assigned to the planned units described in this First Amendment, including any designated assessment area, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in assessments resulting from the reduction of planned units. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment



installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include any applicable accrued interest pursuant to the applicable assessment resolutions of the District. For further detail on the true-up process, please refer to the applicable agreement and applicable assessment resolution(s).

### VI. ADDITIONAL STIPULATIONS

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

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



### **EXHIBIT A:**

### **ALLOCATION METHODOLOGY**



TABLE 1.	CURRENT	NEVEL	COMENT		
IADLE I.	CURRENI	DEVEL	.UPIVIEIVI	FLAN	

PRODUCT	EAU	PH 1A & 2B	PH 1B & 2A	TOTAL UNITS (1)
Single Family 40'	0.80	82	6	88
Single Family 50'	1.00	72	168	240
Single Family 60'	1.20	31	51	82
TOTAL:		185	225	410

(1) Development plan is subject to change with land platting.

TABLE 2: TOTAL CIP COST	Γ DETAIL
DESCRIPTION	TOTAL ESTIMATED COST
Roadways	\$4,451,509.29
Stormwater Management	\$4,491,383.05
Utilities (Water and Sewer)	\$3,591,830.14
Utilities Commitment/Impact Fees	\$1,042,272.00
Hardscape/Landscape	\$193,300.00
Undergrounding of Conduit	\$137,800.00
Recreational Amenities Walking Trails	\$174,000.00
Professional Services	\$518,405.00
Off-Site Improvements	\$433,254.17
Contingency	\$533,733.25
<b>Total CIP Construction Costs</b>	\$15,567,486.90 *
* Approximately \$6,000,000 has been financd with a portion 2021 Bonds.	n of the proceeds of the Series



TABLE 3: TOTAL CIP COST/BENEFIT ALLOCATION						
PRODUCTS	EAU FACTOR	UNITS	TOTAL EAU	% of EAU	TOTAL COST (1)	PER UNIT
Single Family 40'	0.80	88	70.40	17.22%	\$2,680,898	\$30,465
Single Family 50'	1.00	240	240.00	58.71%	\$9,139,425	\$38,081
Single Family 60'	1.20	82	98.40	24.07%	\$3,747,164	\$45,697
		410	408.80	100.00%	\$15,567,487	
(1) Total costs shown for	illustrative purposes	s and are not fixed	d per product type.			

Rizzetta & Company
Professionals in Community Management

TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS					
Estimated Coupon Rate 8.0%					
Maximum Annual Debt Service ("MADS")	\$1,909,790				
SOURCES:					
MAXIMUM PRINCIPAL AMOUNT	\$21,500,000_ <sup>(1)</sup>				
Total Net Proceeds	\$21,500,000				
USES:					
Construction Account	(\$15,567,487)				
Debt Service Reserve Fund	(\$1,909,790)				
Capitalized Interest (24 months)	(\$3,440,000)				
Costs of Issuance	(\$152,723)				
Underwriter's Discount	(\$430,000)				
Total Uses	(\$21,500,000)				
(1) The District is not obligated to issue this amount of bonds.					

TABLE 5: FINANCING INFORM	ATION - MAXIMUM AS	SESSMENTS		
Estimated Interest Rate		8.0%		
Maximum Initial Principal Amount \$21,500,000				
Aggregate Annual Installment Estimated County Collection Costs Maximum Early Payment Discounts Estimated Total Annual Installment	2.00% 4.00%	\$1,909,790 (1) \$40,634 (2) \$81,268 (2) \$2,031,691		
<ul><li>(1) Based on MADS for the Maximum Bonds.</li><li>(2) May vary as provided by law.</li></ul>				



TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)						
			PRODUCT		PRODUCT	PER UNIT
		EAU	TOTAL	PER UNIT	ANNUAL	ANNUAL
PRODUCT	UNITS	FACTOR	PRINCIPAL (2)	PRINCIPAL	INSTLMT. (2)(3)	INSTLMT. (3)
gle Family 40'	88	0.80	\$3 702 544	\$42 074	\$349 880	\$3 976

			PRODUCT		PRODUCT	PER UNIT
		EAU	TOTAL	PER UNIT	ANNUAL	ANNUAL
PRODUCT	UNITS	FACTOR	PRINCIPAL (2)	PRINCIPAL	INSTLMT. (2)(3)	INSTLMT. (3)
Single Family 40'	88	0.80	\$3,702,544	\$42,074	\$349,880	\$3,976
Single Family 50'	240	1.00	\$12,622,309	\$52,593	\$1,192,774	\$4,970
Single Family 60'	82	1.20	\$5,175,147	\$63,112	\$489,037	\$5,964
TOTAL	410		\$21,500,000		\$2,031,691	

- (1) Represents maximum assessments based on total CIP and allocated by EAU.
- (2) Product total shown for illustrative purposes only and are not fixed per product type.
- (3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.

		TABLE 7: AS	SSESSMENT ALLOCA	ATION - SERIES 2021 ASS	SESSMENTS		
PRODUCT	UNITS (	PRODUCT TOTAL ) PRINCIPAL	PER UNIT PRINCIPAL	MAX PRINCIPAL CAP REMAINING (2)	PRODUCT ANNUAL INSTLMT. (3)	PER UNIT	MAX ASSESSMENT CAP REMAINING <sup>(4)</sup>
Single Family 40'	82	\$2,251,716	\$27,460	\$14,614	\$136,865	\$1,669	\$2,307
Single Family 50'	72	\$2,471,396	\$34,325	\$18,268	\$150,219	\$2,086	\$2,884
Single Family 60'	31	\$1,276,888	\$41,190	\$21,922	\$77,613	\$2,504	\$3,460
Total	185	\$6,000,000			\$364,697		

<sup>(1)</sup> Series 2021A Assessments and Series 2021B Assessments have been fully absorbed by the 185 platted units in phases 2B and 1A.

<sup>(2)</sup> Maximum prinicpal per unit as shown on Table 6, less Series 2021 per unit prinicpal imposed.
(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate, for the 2021A Bonds and exclusive of these costs/payment discounts for the 2021B Bonds.

<sup>(4)</sup> Maximum assessment per unit as shown on Table 6, less Series 2021 per unit assessment imposed.

## SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT MAXIMUM ASSESSMENT LIEN ROLL (1)

MAXIMIIM

MAXIMIIM

ANNUAL INSTALLMENT(1) PARCEL ID NO. LEGAL DESCRIPTION LU PRINCIPAL 32-24-21-0000-00300-0000 PER OR 4291 PG 600 SUBJECT TO AN INGRESS AND E Unplatted (LEGAL ATTACHED) \$182,455/ACRE \$17,242/ACRE \$42 074 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 332 32-24-21-0020-00000-3320 SF 40 32-24-21-0020-00000-3180 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 318 SF 40 \$42 074 \$3.976 32-24-21-0020-00000-3770 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 377 SF 40 \$42.074 \$3.976 \$42.074 \$3.976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 339 32-24-21-0020-00000-3390 SF 40 32-24-21-0020-00000-3700 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 370 SF 40 \$42.074 \$3,976 32-24-21-0020-00000-3200 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 320 SF 40 \$42,074 \$3.976 \$42,074 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 335 SF 40 32-24-21-0020-00000-3350 32-24-21-0020-00000-3250 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 325 SF 40 \$42.074 \$3,976 \$42,074 \$3,976 32-24-21-0020-00000-3860 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 386 SF 40 \$42,074 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 346 SF 40 32-24-21-0020-00000-3460 32-24-21-0020-00000-3490 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 349 SF 40 \$42.074 \$3.976 \$42,074 \$3,976 32-24-21-0020-00000-3370 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 337 SF 40 \$42,074 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 312 SF 40 32-24-21-0020-00000-3120 32-24-21-0020-00000-3820 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 382 SF 40 \$42 074 \$3.976 \$42,074 \$3,976 32-24-21-0020-00000-3480 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 348 SF 40 32-24-21-0020-00000-3470 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 347 \$42,074 \$3,976 SF 40 32-24-21-0020-00000-3640 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 364 SF 40 \$42 074 \$3.976 32-24-21-0020-00000-3310 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 331 SF 40 \$42.074 \$3.976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 324 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3240 32-24-21-0020-00000-3330 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 333 SF 40 \$42 074 \$3.976 32-24-21-0020-00000-3530 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 353 SF 40 \$42 074 \$3.976 32-24-21-0020-00000-3210 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 321 SF 40 \$42.074 \$3,976 32-24-21-0020-00000-3420 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 342 SF 40 \$42.074 \$3.976 32-24-21-0020-00000-3440 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 344 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3270 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 327 SF 40 \$42.074 \$3.976 \$42,074 \$3,976 32-24-21-0020-00000-3580 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 358 SF 40 32-24-21-0020-00000-3850 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 385 SF 40 \$42 074 \$3,976 \$42,074 32-24-21-0020-00000-3650 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 365 SF 40 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 323 \$42,074 \$3,976 32-24-21-0020-00000-3230 SF 40 32-24-21-0020-00000-3170 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 317 SF 40 \$42 074 \$3.976 \$42,074 \$3,976 32-24-21-0020-00000-3280 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 328 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3140 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 314 SF 40 32-24-21-0020-00000-3520 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 352 SF 40 \$42 074 \$3,976 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3100 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 310 32-24-21-0020-00000-3430 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 343 SF 40 \$42,074 \$3,976 \$42 074 32-24-21-0020-00000-3130 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 313 SF 40 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 384 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3840 32-24-21-0020-00000-3380 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 338 SF 40 \$42,074 \$3,976 \$42 074 \$3,976 32-24-21-0020-00000-3890 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 389 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3750 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 375 SF 40 32-24-21-0020-00000-3620 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 362 SF 40 \$42.074 \$3.976 \$42.074 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 322 SF 40 \$3.976 32-24-21-0020-00000-3220 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 350 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3500 32-24-21-0020-00000-3880 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 388 SF 40 \$42.074 \$3.976 \$42,074 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 319 SF 40 32-24-21-0020-00000-3190 32-24-21-0020-00000-3690 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 369 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3360 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 336 SF 40 \$42,074 \$3,976 \$3,976 \$42.074 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 373 SF 40 32-24-21-0020-00000-3730 32-24-21-0020-00000-3760 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 376 SF 40 \$42 074 \$3,976 32-24-21-0020-00000-3450 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 345 SF 40 \$42,074 \$3,976 \$3,976 \$42.074 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 368 SF 40 32-24-21-0020-00000-3680 32-24-21-0020-00000-3830 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 383 SF 40 \$42 074 \$3.976 32-24-21-0020-00000-3560 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 356 SF 40 \$42,074 \$3,976 \$42,074 \$3,976 32-24-21-0020-00000-3740 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 374 SF 40 \$42 074 32-24-21-0020-00000-3900 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 390 SF 40 \$3,976 32-24-21-0020-00000-3290 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 329 SF 40 \$42,074 \$3,976 \$42,074 \$3,976 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 359 SF 40 32-24-21-0020-00000-3590 32-24-21-0020-00000-3710 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 371 SF 40 \$42 074 \$3,976 \$42,074 \$3,976 32-24-21-0020-00000-3570 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 357 SF 40 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 326 SF 40 \$42.074 \$3,976 32-24-21-0020-00000-3260 \$42.074 \$3.976 32-24-21-0020-00000-3110 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 311 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3160 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 316 SF 40 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 387 SF 40 \$42.074 \$3,976 32-24-21-0020-00000-3870 \$42.074 \$3.976 32-24-21-0020-00000-3340 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 334 SF 40 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 341 SF 40 \$42,074 \$3,976 32-24-21-0020-00000-3410 32-24-21-0020-00000-3400 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 340 SF 40 \$42,074 \$3,976 \$3,976 32-24-21-0020-00000-3150 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 315 SF 40 \$42,074 32-24-21-0020-00000-3300 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 330 SF 40 \$42 074 \$3,976 \$42,074 32-24-21-0020-00000-3610 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 361 SF 40 \$3,976 \$42.074 \$3.976 32-24-21-0020-00000-3510 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 351 SF 40 32-24-21-0020-00000-3780 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 378 SF 40 \$42 074 \$3,976 \$42,074 \$3,976 32-24-21-0020-00000-3670 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 367 SF 40 \$42,074 32-24-21-0020-00000-3600 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 360 SF 40 \$3.976 32-24-21-0020-00000-3800 SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 380 SF 40 \$42 074 \$3.976

A-7

### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT MAXIMUM ASSESSMENT LIEN ROLL (1)

PARCEL ID NO. LEGAL DESCRIPTION		LU	MAXIMUM PRINCIPAL	MAXIMUM ANNUAL INSTALLMEN
32-24-21-0020-00000-3810	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 381	SF 40	\$42,074	\$3,976
		SF 40	\$42,074	\$3,976
32-24-21-0020-00000-3550	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 355		, ,-	\$3,976
32-24-21-0020-00000-3790	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 379	SF 40	\$42,074	· /
32-24-21-0020-00000-3720	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 372	SF 40	\$42,074	\$3,976
32-24-21-0020-00000-3630	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 363	SF 40	\$42,074	\$3,976
32-24-21-0020-00000-3540	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 354	SF 40	\$42,074	\$3,976
32-24-21-0020-00000-3660	SUMMIT VIEW PHASE 2B PB 88 PG 108 LOT 366	SF 40	\$42,074	\$3,976
32-24-21-0030-00000-0010	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 1	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0020	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 2	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0030	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 3	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0040	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 4	SF 40	\$42,074	\$3,976
32-24-21-0030-00000-0050	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 5	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0060	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 6	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0070	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 7	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0080	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 8	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0090	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 9	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0100	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 10	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0110	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 11	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0120	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 12	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0130	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 13	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0140	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 14	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0150	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 15	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0160	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 16	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0170	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 17	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0180	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 18	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0180	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 19	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0190 32-24-21-0030-00000-0200	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 19  SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 20	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0200 32-24-21-0030-00000-0210	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 20 SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 21	SF 50	\$52,593	\$4,970
			\$52,593	\$4,970
32-24-21-0030-00000-0220	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 22	SF 50	1 - /	1 /
32-24-21-0030-00000-0230	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 23	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0240	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 24	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0250	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 25	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0260	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 26	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0270	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 27	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0280	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 28	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0290	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 29	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0300	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 30	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0310	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 31	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0320	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 32	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0330	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 33	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0340	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 34	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0350	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 35	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0360	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 36	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0370	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 37	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0380	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 38	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0390	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 39	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0400	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 40	SF 60	\$63,112	\$5,964
32-24-21-0030-0000-0410	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 41	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0420	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 42	SF 60	\$63.112	\$5,964
32-24-21-0030-00000-0430	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 43	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0440	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 44	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0440	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 45	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0430	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 46	SF 60	\$63.112	\$5,964
32-24-21-0030-00000-0460	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 47	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0470	SUMMIT VIEW PHASE IA PB 93 PG 013 LOT 47  SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 48	SF 60	\$63,112	\$5,964
			\$63,112	\$5,964
32-24-21-0030-00000-0490	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 49	SF 60		
32-24-21-0030-00000-0500	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 50	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0510	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 51	SF 60	\$63,112	\$5,964 \$5,064
32-24-21-0030-00000-0520	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 52	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0530	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 53	SF 60	\$63,112	\$5,964
32-24-21-0030-00000-0540	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 54	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0550	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 55	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0560	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 56	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0570	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 57	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0580	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 58	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0590	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 59	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0600	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 60	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0610	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 61	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0620	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 62	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0630	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 63	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0640	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 64	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0650	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 65	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0660	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 66	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0670	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 67	SF 50	\$52,593	\$4,970
32-24-21-0030-00000-0680	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 68	SF 50	\$52,593	\$4,970
		5. 55	, 40=,000	Rizzetta & Cor

# MAXIMUM ASSESSMENT LIEN ROLL (1) MAXIMUM MAXIMUM MAXIMUM PARCEL ID NO. LEGAL DESCRIPTION LU PRINCIPAL ANNUAL INSTALLMENT (1) 32-24-21-0030-00000-0690 SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 69 SF 50 \$52,593 \$4,970

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

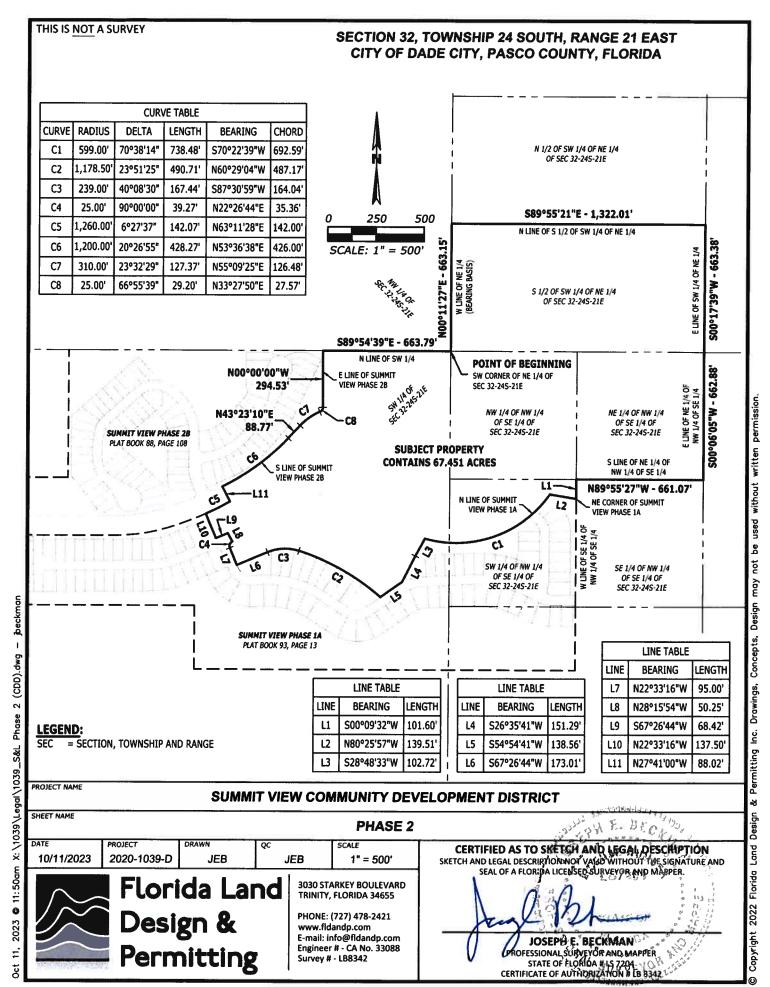
PARCEL ID NO.	LEGAL DESCRIPTION	LU	PRINCIPAL	ANNUAL INSTALLMENT"	
	<del>_</del>				
32-24-21-0030-00000-0690	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 69	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0700	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 70	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0710	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 71	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0720	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 72	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0730	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 73	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0740	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 74	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0750	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 75	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0760	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 76	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0770	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 77	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-0990	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 99	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1000	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 100	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1010	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 101	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1020	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 102	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1030	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 103	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1040	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 104	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1050	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 105	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1060	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 106	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1070	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 107	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1080	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 108	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1090	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 109	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1100	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 110	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1110	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 111	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1120	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 112	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1130	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 113	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1140	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 114	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1150	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 115	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1320	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 132	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1330	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 133	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1340	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 134	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1350	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 135	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1360	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 136	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1370	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 137	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1380	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 138	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1390	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 139	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1400	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 140	SF 50	\$52,593	\$4,970	
32-24-21-0030-00000-1410	SUMMIT VIEW PHASE 1A PB 93 PG 013 LOT 141	SF 50	\$52.593	\$4,970	

<sup>(1)</sup> The allocation of the maximum assessment lien applied to each parcel above is based on units determined by the gross acreage of the parcel. As described in the First Amendment Master Special Assessment Allocation Report, as parcels are platted, the assessments will be allocated in accordance with the allocation methodology described in the Report.

TOTAL

\$21,500,000

\$2,031,691



### **LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID NORTHEAST 1/4, NORTH 00°11'27" EAST, FOR 663.15 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'21" EAST, FOR 1,322.01 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°17'39" WEST, FOR 663.38 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SOUTH 00°06'05" WEST, FOR 662.88 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°55'27" WEST, FOR 661.07 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, SOUTH 00°09'32" WEST, FOR 101.60 FEET TO THE NORTHEAST CORNER OF SUMMIT VIEW PHASE 1A AS RECORDED IN PLAT BOOK 93, PAGE 13 OF THE PUBLIC RECORDS OF PASCO COUNTY. FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SUMMIT VIEW PHASE 1A THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 80°25'57" WEST, FOR 139.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (2) WESTERLY 738.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 599.00 FEET, A CENTRAL ANGLE OF 70°38'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°22'39" WEST, FOR 692.59 FEET; (3) SOUTH 28°48'33" WEST, FOR 102.72 FEET; (4) SOUTH 26°35'41" WEST, FOR 151.29 FEET; (5) SOUTH 54°54'41" WEST, FOR 138.56 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (6) NORTHWESTERLY 490.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,178.50 FEET, A CENTRAL ANGLE OF 23°51'25", AND A CHORD BEARING AND DISTANCE OF NORTH 60°29'04" WEST, FOR 487.17 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (7) WESTERLY 167.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 239.00 FEET, A CENTRAL ANGLE OF 40°08'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 87°30'59" WEST, FOR 164.04 FEET; (8) SOUTH 67°26'44" WEST, FOR 173.01 FEET; (9) NORTH 22°33'16" WEST, FOR 95.00 FEET TO A POINT ON A CURVE TO THE RIGHT; (10) NORTHERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 22°26'44" EAST, FOR 35.36 FEET; (11) NORTH 28°15'54" WEST, FOR 50.25 FEET; (12) SOUTH 67°26'44" WEST, FOR 68.42 FEET; (13) NORTH 22°33'16" WEST, FOR 137.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING A POINT ON THE SOUTH LINE OF SUMMIT VIEW PHASE 2B AS RECORDED IN PLAT BOOK 88, PAGE 108 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH

PROJECT NAME

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Phase

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### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

PHASE 2



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342

# 022 Florida Land Design & Permitting Inc. Drawings, Concepts, Design may not be used without written permis

### **LEGAL DESCRIPTION:**

LINE, AND THE EAST LINE OF SAID SUMMIT VIEW PHASE 2B, RESPECTIVELY, THE FOLLOWING SEVEN (7) COURSES: (1) NORTHEASTERLY 142.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,260.00 FEET, A CENTRAL ANGLE OF 06°27'37", AND A CHORD BEARING AND DISTANCE OF NORTH 63°11'28" EAST, FOR 142.00 FEET; (2) NORTH 27°41'00" WEST, FOR 88.02 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (3) NORTHEASTERLY 428.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 20°26'55", AND A CHORD BEARING AND DISTANCE OF NORTH 53°36'38" EAST, FOR 426.00 FEET; (4) NORTH 43°23'10" EAST, FOR 88.77 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) NORTHEASTERLY 127.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 23°32'29", AND A CHORD BEARING AND DISTANCE OF NORTH 55°09'25" EAST, FOR 126.48 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (6) NORTHEASTERLY 29.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 66°55'39", AND A CHORD BEARING AND DISTANCE OF NORTH 33°27'50" EAST, FOR 27.57 FEET; (7) NORTH 00°00'00" EAST, FOR 294.53 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°54'39" EAST, FOR 663.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 67.451 ACRES.

### **SURVEYOR'S NOTES:**

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING N00°11'27"E, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

Phase 2 (CDD).dwg

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### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

SHEET NAME

PHASE 2



3030 STARKEY BOULEVARD TRINITY, FLORIDA 34655

PHONE: (727) 478-2421 www.fldandp.com E-mail: info@fldandp.com Engineer # - CA No. 33088 Survey # - LB8342

# Tab 6

### **RESOLUTION 2024-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Summit View Community Development District ("District") was established by Ordinance No. 2005-0894 as adopted by the City Commission of the City of Dade City, Florida, as may be amended from time to time, and is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended, located entirely within the City of Dade City, Florida; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to: transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, on March 19, 2021, the District previously adopted Resolution 2021-30, determining to provide certain capital improvements and to defray the costs thereof by making certain assessments on benefitted property and declaring the intent to do the same and later, on June 8, 2021, adopted Resolution 2021-31, whereby the District's Board of Supervisors ("Board") acted as an Equalization Board, conducted a public hearing on the proposed assessments, and levied a master lien ("2021 Master Lien"); and

WHEREAS, the District issues its Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B (together, the "2021 Bonds") on or around August 10, 2021, pursuant to the 2021 Master Lien and Resolution 2021-36, which levied the lien securing the 2021 Assessments, as such assessments are defined in the financing documents related to the District Series 2021 Bonds; and

WHEREAS, since the time of the levy of such 2021 Master Lien, costs of construction, interest rates and other factors have changed, resulting in an increased in costs and an increase in benefit to the lands within the District such that the District hereby finds it is in the District's best interest to proceed with amended and restated proceedings as provided for herein; and

WHEREAS, the Board hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate and/or maintain the infrastructure improvements described in the District's Amended and Restated Master Engineer's Report for the Summit View Community Development District, dated December 4, 2023, as may be amended or supplemented from time to time, attached hereto as Exhibit A and incorporated herein by reference (the "Engineer's Report" and the improvements described therein, the "Improvements"); and

**WHEREAS,** it is in the best interest of the District to pay all or a portion of the cost of the Improvements by special assessments levied on benefitted lands within the District pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"); and

**WHEREAS,** the District is empowered by Chapters 170, 190, and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, *Florida Statutes*, for the assessment lien(s) levied against the property as described in **Exhibits A** and **B** that secure the Assessments and shall supplement the previous proceedings undertaken by the District pursuant to Resolutions 2021-30 and 2021-31; and

WHEREAS, as set forth in the Amended Master Special Assessment Allocation Report, dated December 15, 2023, as may be amended or supplemented from time to time, attached hereto as Exhibit B and incorporated herein by reference ("Assessment Report"), and on file at Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("District Records Office"), the District hereby finds and determines that:

- (i) benefits from the Improvements will accrue to the property improved,
- (ii) the amount of those benefits will exceed the amount of the Assessments, and
- (iii) the Assessments are fairly and reasonably allocated.

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

- 1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.
- 2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake all or a portion of the Improvements and to defray all or a portion of the cost thereof by the Assessments and is as set forth in the Assessment Report attached as **Exhibit B**.
- 3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A** and as set forth in the Engineer's Report, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
- 4. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.
  - A. The total estimated construction cost of the Improvements is \$15,567,486.90 ("Estimated Cost").
  - **B.** The Assessments will defray approximately \$\_\_\_\_\_\_, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated

Cost, as well as other financing-related costs, capitalized interest, and a debt service reserve as set forth in **Exhibit B**.

- C. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report attached as **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- 5. **DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED**. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
- 6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which are open to inspection by the public.
- 7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the maximum assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
- 8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two (2) public hearings to be held as follows:

### **NOTICE OF PUBLIC HEARINGS**

DATE: Tuesday, January 25, 2024

TIME: 10:00 a.m.

LOCATION: Rizzetta & Company, Inc.

5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District Improvements as identified in the Engineer's Report and the preliminary

assessment roll, a copy of which is on file at the District Records Office. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Pasco County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

- 9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Pasco County and to provide such other notice as may be required by law or desired in the best interests of the District.
- 10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. These proceedings are intended, only upon conclusion of the proceedings, to supplement and amend the previous proceedings conducted pursuant to Resolutions 2021-30 and 2021-31.
- 11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
  - 12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 15th day of December 2023.

ATTEST:	SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

**Exhibit A:** Amended and Restated Master Engineer's Report for the Summit View Community

Development District, dated December 4, 2023

**Exhibit B:** Amended Master Special Assessment Allocation Report, dated December 15, 2023

### **Exhibit A**

Amended and Restated Master Engineer's Report for the Summit View Community Development District, dated December 4, 2023

### Exhibit B

Amended Master Special Assessment Allocation Report, dated December 15, 2023