



**VIVID SHORES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
JANUARY 12, 2026  
11:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.vividshorescdd.org](http://www.vividshorescdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**VIVID SHORES**  
**COMMUNITY DEVELOPMENT DISTRICT**  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134  
**REGULAR BOARD MEETING**  
January 12, 2026  
11:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. December 8, 2025 Regular Board Meeting & Public Hearing Minutes.....Page 2
  - 2. December 11, 2025 Special Board Meeting & Public Hearing Minutes.....Page 6
  - 3. December 19, 2025 Continued Special Board Meeting & Public Hearing Minutes.....Page 10
- G. Old Business
- H. New Business
  - 1. Consider Approval of Disclosure of Public Finance.....Page 12
  - 2. Consider Resolution No. 2026-01 – Ratifying Sale of Series 2025 Bonds.....Page 21
  - 3. Consider Approval of Agreement for Maintenance of District Improvements.....Page 23
  - 4. Discussion Regarding the Preserve Maintenance.....Page 32
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date  
2026-01-02

Subcategory  
Miscellaneous Notices

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

The Board of Supervisors (Board) for the Vivid Shores Community Development District (District) will hold a Regular Board Meeting (Meeting) on January 12, 2026, at 11:00 a.m. at the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 where the Board may consider other business that may properly come before it. A copy of the agenda may be obtained on the Districts website ([www.vividshorescdd.org](http://www.vividshorescdd.org)) or at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued in progress to a date, time certain, and place to be specified on the record at the Meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (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 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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.

Michelle Krizen

District Manager

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

[www.vividshorescdd.org](http://www.vividshorescdd.org)

No.11949411 January 2, 2026

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARINGS & REGULAR BOARD MEETING  
DECEMBER 8, 2025**

**A. CALL TO ORDER**

The December 8, 2025, Regular Board Meeting of the Vivid Shores Community Development District (the “District”) was called to order at 11:00 a.m. at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on November 20, 2025, and November 27, 2025, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Jason Sawyer	Present
Supervisor	Ned Dewhirst	Present via phone

Staff in attendance included the following:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson	Kutak Rock
District Engineer	Jackie Larocque (via phone)	Atwell Engineering

Also present was Pat Butler.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. November 10, 2025, Regular Board Meeting**

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously approving the minutes of the November 10, 2025, Regular Board Meeting, as presented.

Ms. Krizen then recessed the Regular Board Meeting and opened the Public Hearing on the Rules of Procedure.

**G. PUBLIC HEARING – Rules of Procedure**  
**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Fort Myers News-Press* on October 28, 2025, and November 7, 2025, as legally required.

**2. Receive Public Comment Regarding the Rules of Procedure**

There was no public comment regarding the Rules of Procedure.

Ms. Krizen then closed the Public Hearing on the Rules of Procedure and reconvened the Regular Board Meeting.

**3. Consider Resolution No. 2025-36 – Adopting Rules of Procedure**

Resolution No. 2025-36 was presented, entitled:

**RESOLUTION 2026-36**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING RULES OF PROCEDURE; PROVIDING A  
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE  
DATE.**

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2025-36, as presented.

Ms. Krizen then recessed the Regular Board Meeting and opened the Public Hearing on the Fiscal Year 2024/2025 Final Budget.

**H. PUBLIC HEARING – Fiscal Year 2024/2025 Final Budget**  
**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Fort Myers News-Press* on November 18, 2025, and November 25, 2025, as legally required.

**2. Receive Public Comment Regarding Fiscal Year 2024/2025 Final Budget**

There was no public comment on the Fiscal Year 2024/2025 Final Budget.

Ms. Krizen then closed the Public Hearing and reconvened the Regular Board Meeting.

**3. Consider Resolution No. 2025-37 – Adopting a Fiscal Year 2024/2025 Final Budget**

Resolution No. 2025-37 was presented, entitled:

**RESOLUTION 2026-37  
[FY 2025 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE VIVID SHORES  
COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO  
THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR  
THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING  
SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND  
PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously adopting Resolution No. 2025-37, as presented.

Ms. Krizen then recessed the Regular Board Meeting and opened the Public Hearing on the Fiscal Year 2025/2026 Final Budget.

**I. PUBLIC HEARING – Fiscal Year 2025/2026 Final Budget  
1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Fort Myers News-Press* on November 18, 2025, and November 25, 2025, as legally required.

**2. Receive Public Comment on Fiscal Year 2025/2026 Final Budget**

There was no public comment on the Fiscal Year 2025/2026 Final Budget.

Ms. Krizen then closed the Public Hearing on the Fiscal Year 2025/2026 Final Budget and reconvened the Regular Board Meeting.

The Board discussed line items that should be added to the budget. Special Projects (\$15,428) should be added under Landscaping; the Perimeter Wall and Off-Site Road should be zeroed out (left on the budget but with \$0); and Lake Bank Maintenance and Preserve Maintenance should be added at \$15,400 each. The target O&M of \$500 might not be sufficient at build out. The Board will closely monitor this item and adjust within the fiscal year 2026/27 budget, if needed.

**3. Consider Resolution No. 2025-38 – Adopting a Fiscal Year 2025/2026 Final Budget**

Resolution No. 2025-38 was presented, entitled:

**RESOLUTION 2026-38  
[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE VIVID SHORES  
COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO  
THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR**

**THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING  
SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND  
PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution NO. 2025-38, as amended.

**J. OLD BUSINESS**

There were no Old Business items to come before the Board.

**K. NEW BUSINESS**

There were no New Business items to come before the Board.

**L. ADMINISTRATIVE MATTERS**

The bonds will close on December 18, 2025. There is a possibility of the need to continue the December 11, 2025, meeting needing to December 19, 2025, at 11:00 a.m.

**M. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

**N. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously adjourning the Regular Board Meeting at 11:37 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & SPECIAL BOARD MEETING  
DECEMBER 11, 2025**

**A. CALL TO ORDER**

The Continued Board Meeting from December 11, 2025, was reconvened at 11:00 a.m. on December 19, 2025, at the Special Board Meeting of the Vivid Shores Community Development District (the “District”) and was called to order at 11:00 a.m. at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on November 20, 2025, and November 27, 2025, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Jason Sawyer	Present via phone
Supervisor	Ned Dewhirst	Present via phone

Staff in attendance included the following:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson (via phone)	Kutak Rock
District Engineer	Jackie Larocque (via phone)	Atwell Engineering

Also present were James Candela of Special District Services, Inc. and Pat Butler.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

Ms. Krizen then recessed the Special Board Meeting and opened the Public Hearing.

**F. PUBLIC HEARING – Levy of Non-Ad Valorem Assessments  
1. Proof of Publication**



Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on October 28, 2025, and November 7, 2025, as legally required.

## **2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments**

There was no public comment on the Levy of Non-Ad Valorem Assessments.

Ms. Krizen then closed the Public Hearing and reconvened the Special Board Meeting.

## **3. Consider Resolution No. 2025-39 - Authorizing the Project, the Intent to Levy Non-Ad Valorem Assessments; Intent to Utilize Chapter 197, F.S. for the Levy, Collection and the Enforcement of Non-Ad Valorem Assessments; and the Adoption of a Final Assessment Roll**

Resolution No. 2025-39 was presented, entitled:

### **RESOLUTION 2025-39**

#### **[PHASE 1]**

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

Ms. Larocque presented the engineer's report. Ms. Willson asked if the cost estimates were reasonable for a project of this scope and Ms. Larocque replied in the affirmative. Ms. Willson asked if Ms. Larocque had any reason to believe the District could not carry out the project at this time and Ms. Larocque replied that she did not.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray accepting the engineer's report, as presented.

Mr. Candela presented the Master Phase 1 Methodology, which is consistent with previous versions with updates to reflect the actual bond pricing. Ms. Willson asked Mr. Candela if the assessments were reasonable and fairly allocated to the lands specially benefitting from such assessments and Mr. Candela answered in the affirmative. Ms. Willson asked if the lands being assessed receive special benefits that

are equal to or in excess of the special assessments to be levied and Mr. Candela again answered in the affirmative.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2025-39, as presented.

## **G. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **H. NEW BUSINESS**

### **1. Consider Preliminary First Supplemental Special Assessment Methodology**

It was noted that this had been updated to reflect the actual pricing of the bond.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the Preliminary First Supplemental Special Assessment Methodology, as presented.

### **2. Consider Resolution No. 2025-40 – Supplemental Assessment Resolution**

Resolution No. 2025-40 was presented, entitled:

#### **RESOLUTION 2025-40**

#### **SUPPLEMENTAL ASSESSMENT RESOLUTION SERIES 2025 (PHASE 1 2025 PROJECT AREA)**

**A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2025 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2025 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2025 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously adopting Resolution No. 2025-40, as presented.

### **3. Consider Notice of Special Assessments**

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the Notice of Special Assessments, as presented.

### **4. Consider Resolution No. 2025-41 – Adopting a Fiscal Year 2024/2025 Amended Budget**

Resolution No. 2025-41 was presented, entitled:

**RESOLUTION NO. 2025-41**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2025-41, as presented.

**5. Consider Acquisition Items**

This item will be discussed at a continuation of this meeting on December 19, 2025, at 11:00 a.m.

**H. ADMINISTRATIVE MATTERS**

There were no Administrative Matters to come before the Board.

**I. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**J. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously recessing the Special Board Meeting at 11:35 a.m. until December 19, 2025, at 11:00 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT  
CONTINUED SPECIAL BOARD MEETING (FROM DECEMBER 11, 2025)  
DECEMBER 19, 2025**

**A. CALL TO ORDER**

The Continued Board Meeting from December 11, 2025, was reconvened at 11:00 a.m. on December 19, 2025, at the Special Board Meeting of the Vivid Shores Community Development District (the “District”) and was called to order at 11:00 a.m. at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on November 20, 2025, and November 27, 2025, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Jason Sawyer	Present via phone
Supervisor	Ned Dewhirst	Present via phone

Staff in attendance included the following:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson (via phone)	Kutak Rock
District Engineer	Jackie Larocque (via phone)	Atwell Engineering

Also present was Pat Butler.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. OLD BUSINESS**

There were no Old Business items to come before the Board.

**G. NEW BUSINESS**

**1. Discussion Regarding Consideration of Acquisition Items**

Offsite potable water and wastewater, offsite drainage, and offsite earthwork paving and drainage, including professional fees, were acquired by the District.

The onsite Phase 1 stormwater management and earthwork, Phase 1A onsite drainage, Phase 1 Utilities 1A, sound abatement and perimeter wall, onsite work product and professional fees were acquired and will be transferred to the end users.

**H. ADMINISTRATIVE MATTERS**

The next meeting is scheduled for January 12, 2026, at 11:00 a.m.

**I. BOARD MEMBER COMMENTS**

The Board thanked the professionals for their commitment and dedication in getting these acquisitions completed before year-end.

**J. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously adjourning the Regular Board Meeting at 11:15 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

This instrument was prepared by:

Alyssa C. Willson, Esq.  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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## **VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT**

### **DISCLOSURE OF PUBLIC FINANCE (SERIES 2025 – PHASE 1)**

The Vivid Shores Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

#### **WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 25-11, which was enacted by the City Commission of the City of Bonita Springs, Florida on September 17, 2025, and which became effective on September 17, 2025. The District currently encompasses approximately 1,294.95 acres of land located entirely within the City of Bonita Springs, Florida. The legal description of the lands encompassed within Phase 1 within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please contact the District’s Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District Office**”).

#### **DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS**

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, wastewater collection, water distribution system, landscape, hardscape, recreational facilities, reclaim water, irrigation water, underground electrical distribution system, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

#### **2025 Bonds & Assessments**

On December 18, 2025, the District issued its \$16,765,000 Special Assessment Bonds, Series 2025 (2025 Project Area) ("**Bonds**") to finance a portion of its capital improvement plan known as the "2025 Project" ("**Project**"). The Project includes, among other things, roadway improvements, stormwater management system, environmental conservation, water and wastewater, hardscape and landscape, streetlights, recreational amenities, and off-site improvements. The Project is estimated to cost approximately \$47,351,084 and is described in more detail in the *Vivid Shores Community Development District, Phase 1 Engineer's Report*, dated September 2025 ("**Engineer's Report**").

The Bonds are secured by special assessments ("**Assessments**") levied and imposed on certain benefitted lands within the District. The Assessments are further described in the *Amended and Restated Master Special Assessment Methodology Report*, dated November 10, 2025, and as supplemented by the *Final First Supplemental Special Assessment Methodology Report*, dated December 9, 2025 (together, the "**Assessment Report**").

### ***Operation and Maintenance Assessments***

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

### ***Collection Methods***

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Lee County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

*[THIS SPACE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the foregoing Disclosure of Public Finance has been executed to be effective as of the date of closing on the District's 2025 Bonds.

**WITNESS**

**VIVID SHORES COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 2501A Burns Road  
Palm Beach Gardens, Florida 33410

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

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12<sup>th</sup> day of January, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of **VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

(NOTARY SEAL)

**EXHIBIT A:** Legal Description



## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.01°05'35"W., ALONG AN AGREED UPON LINE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 3481.93 FEET THENCE N.88°54'51"E., A DISTANCE OF 117.31 FEET; THENCE S.67°05'30"E., A DISTANCE OF 3.47 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.74 FEET AND A CHORD WHICH BEARS N.36°16'09"E. 177.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°02'44", A DISTANCE OF 184.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 354.90 FEET, A CHORD WHICH BEARS N.36°08'05"E. 272.27 FEET, AND A CENTRAL ANGLE OF 45°06'44"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 279.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 53.39 FEET, A CHORD WHICH BEARS N.36°46'47"E. 66.45 FEET, AND A CENTRAL ANGLE OF 76°57'48"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 91.67 FEET, A CHORD WHICH BEARS S.75°39'40"E. 87.85 FEET, AND A CENTRAL ANGLE OF 57°15'38"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 91.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 295.10 FEET, A CHORD WHICH BEARS S.36°01'45"E. 53.96 FEET, AND A CENTRAL ANGLE OF 10°29'30"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 87.24 FEET, A CHORD WHICH BEARS S.63°20'22"E. 58.66 FEET, AND A CENTRAL ANGLE OF 39°17'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 128.93 FEET, A CHORD WHICH BEARS S.47°43'13"E. 103.18 FEET, AND A CENTRAL ANGLE OF 47°10'24"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CHORD WHICH BEARS S.07°48'06"W. 68.76 FEET, AND A CENTRAL ANGLE OF 63°52'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.46 FEET; THENCE N.86°37'05"E., A DISTANCE OF 67.35 FEET; THENCE N.51°06'02"E., A DISTANCE OF 71.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1011.21 FEET, A CHORD WHICH BEARS N.40°34'29"W. 59.12 FEET, AND A CENTRAL ANGLE OF 03°21'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS N.21°01'12"E. 89.31 FEET, AND A CENTRAL ANGLE OF 126°32'24"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 110.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET, A CHORD WHICH BEARS N.24°37'34"E. 353.86 FEET, AND A CENTRAL ANGLE OF 119°19'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 426.95 FEET; THENCE N.35°02'16"W., A DISTANCE OF 56.71 FEET; THENCE N.53°00'49"W., A DISTANCE OF 82.95 FEET; THENCE N.23°47'24"E., A DISTANCE OF 111.94 FEET; THENCE N.63°36'46"W., A

DISTANCE OF 34.59 FEET; THENCE N.68°08'59"W., A DISTANCE OF 50.77 FEET; THENCE N.51°21'27"W., A DISTANCE OF 42.38 FEET; THENCE N.55°09'39"W., A DISTANCE OF 28.55 FEET; THENCE N.39°16'51"W., A DISTANCE OF 19.17 FEET; THENCE N.18°11'00"W., A DISTANCE OF 235.59 FEET; THENCE N.31°59'17"W., A DISTANCE OF 41.38 FEET; THENCE N.45°08'35"W., A DISTANCE OF 80.13 FEET; THENCE N.51°52'41"W., A DISTANCE OF 244.65 FEET; THENCE N.62°47'08"W., A DISTANCE OF 32.93 FEET; THENCE N.54°54'21"W., A DISTANCE OF 39.01 FEET; THENCE N.55°04'20"W., A DISTANCE OF 71.87 FEET; THENCE N.57°57'04"W., A DISTANCE OF 31.70 FEET; THENCE N.44°02'11"W., A DISTANCE OF 36.73 FEET; THENCE N.14°03'07"W., A DISTANCE OF 54.60 FEET; THENCE N.00°35'56"E., A DISTANCE OF 139.24 FEET; THENCE N.04°38'16"E., A DISTANCE OF 82.92 FEET; THENCE N.88°03'57"E., A DISTANCE OF 87.67 FEET; THENCE N.03°15'43"E., A DISTANCE OF 772.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 132.00 FEET, A CHORD WHICH BEARS N.07°37'09"E. 20.06 FEET, AND A CENTRAL ANGLE OF 08°42'52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.08 FEET; THENCE N.11°58'58"E., A DISTANCE OF 587.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 747.00 FEET, A CHORD WHICH BEARS N.02°22'46"E. 249.24 FEET, AND A CENTRAL ANGLE OF 19°12'25"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 250.41 FEET; THENCE N.07°13'27"W., A DISTANCE OF 71.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS N.43°57'59"E. 77.92 FEET, AND A CENTRAL ANGLE OF 102°22'52"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.34 FEET; THENCE N.38°37'27"W., A DISTANCE OF 60.72 FEET; THENCE N.06°25'15"W., A DISTANCE OF 81.20 FEET; THENCE N.20°29'27"E., A DISTANCE OF 69.87 FEET; THENCE N.41°23'56"E., A DISTANCE OF 66.92 FEET; THENCE N.50°43'14"E., A DISTANCE OF 76.86 FEET; THENCE N.54°15'05"E., A DISTANCE OF 67.66 FEET; THENCE N.76°53'55"E., A DISTANCE OF 60.07 FEET; THENCE S.80°13'08"E., A DISTANCE OF 64.11 FEET; THENCE S.73°38'18"E., A DISTANCE OF 77.12 FEET; THENCE S.71°01'47"E., A DISTANCE OF 66.80 FEET; THENCE S.82°59'27"E., A DISTANCE OF 74.57 FEET; THENCE S.87°23'42"E., A DISTANCE OF 81.33 FEET; THENCE N.84°21'28"E., A DISTANCE OF 145.16 FEET; THENCE N.81°13'46"E., A DISTANCE OF 82.22 FEET; THENCE S.89°56'14"E., A DISTANCE OF 81.25 FEET; THENCE S.87°08'50"E., A DISTANCE OF 74.11 FEET; THENCE S.85°02'34"E., A DISTANCE OF 126.84 FEET; THENCE S.70°34'12"E., A DISTANCE OF 103.34 FEET; THENCE S.31°58'03"E., A DISTANCE OF 52.40 FEET; THENCE N.59°20'36"E., A DISTANCE OF 175.01 FEET; THENCE N.89°23'21"E., A DISTANCE OF 743.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD WHICH BEARS S.51°33'26"E. 378.03 FEET, AND A CENTRAL ANGLE OF 78°06'25"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 408.97 FEET; THENCE S.12°30'14"E., A DISTANCE OF 155.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1780.00 FEET, A CHORD WHICH BEARS S.18°16'26"E. 357.91 FEET, AND A CENTRAL ANGLE OF 11°32'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 358.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.20°13'17"W. 69.80 FEET, AND A CENTRAL ANGLE OF 88°31'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.26 FEET; THENCE S.64°29'12"W., A DISTANCE OF 86.85 FEET; THENCE S.44°17'49"E., A DISTANCE OF 3.36 FEET; THENCE S.20°13'08"E., A DISTANCE OF 17.33 FEET; THENCE S.11°24'12"E., A DISTANCE OF 16.18 FEET; THENCE S.05°32'45"E., A DISTANCE OF 21.68 FEET; THENCE S.08°50'36"W., A DISTANCE OF 14.74 FEET; THENCE S.22°08'57"W., A DISTANCE OF

14.88 FEET; THENCE S.14°07'27"W., A DISTANCE OF 18.95 FEET; THENCE S.17°55'03"W., A DISTANCE OF 17.11 FEET; THENCE S.16°32'57"W., A DISTANCE OF 15.97 FEET; THENCE S.06°09'39"W., A DISTANCE OF 14.90 FEET; THENCE S.15°10'09"W., A DISTANCE OF 25.41 FEET; THENCE S.28°02'03"W., A DISTANCE OF 30.15 FEET; THENCE S.33°42'53"W., A DISTANCE OF 17.39 FEET; THENCE S.36°49'25"W., A DISTANCE OF 12.65 FEET; THENCE S.39°41'32"W., A DISTANCE OF 10.87 FEET; THENCE S.47°36'28"W., A DISTANCE OF 8.10 FEET; THENCE S.53°28'35"W., A DISTANCE OF 9.54 FEET; THENCE S.55°33'39"W., A DISTANCE OF 12.38 FEET; THENCE S.54°18'37"W., A DISTANCE OF 18.20 FEET; THENCE S.56°23'55"W., A DISTANCE OF 11.07 FEET; THENCE S.63°29'55"W., A DISTANCE OF 12.98 FEET; THENCE S.73°33'46"W., A DISTANCE OF 6.83 FEET; THENCE S.87°27'10"W., A DISTANCE OF 11.31 FEET; THENCE N.81°17'17"W., A DISTANCE OF 12.12 FEET; THENCE N.77°13'46"W., A DISTANCE OF 12.35 FEET; THENCE N.74°31'40"W., A DISTANCE OF 14.35 FEET; THENCE N.72°49'30"W., A DISTANCE OF 11.50 FEET; THENCE N.76°56'05"W., A DISTANCE OF 14.52 FEET; THENCE N.87°12'21"W., A DISTANCE OF 16.18 FEET; THENCE S.70°32'51"W., A DISTANCE OF 81.75 FEET; THENCE S.62°24'17"W., A DISTANCE OF 61.07 FEET; THENCE S.44°43'33"W., A DISTANCE OF 71.91 FEET; THENCE S.44°53'41"W., A DISTANCE OF 8.58 FEET; THENCE S.51°19'38"W., A DISTANCE OF 10.32 FEET; THENCE S.52°06'53"W., A DISTANCE OF 5.93 FEET; THENCE S.13°56'59"E., A DISTANCE OF 25.08 FEET; THENCE S.49°28'04"E., A DISTANCE OF 70.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD WHICH BEARS S.67°33'11"E. 34.77 FEET, AND A CENTRAL ANGLE OF 36°10'13"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.35 FEET; THENCE S.85°38'18"E., A DISTANCE OF 166.50 FEET; THENCE S.78°00'59"E., A DISTANCE OF 118.44 FEET; THENCE S.60°42'47"E., A DISTANCE OF 23.02 FEET; THENCE S.45°21'29"E., A DISTANCE OF 15.64 FEET; THENCE S.34°43'30"E., A DISTANCE OF 31.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD WHICH BEARS S.49°26'56"E. 57.45 FEET, AND A CENTRAL ANGLE OF 61°43'11"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.32 FEET; THENCE S.80°18'31"E., A DISTANCE OF 18.69 FEET; THENCE S.81°28'30"E., A DISTANCE OF 25.59 FEET; THENCE S.79°21'40"E., A DISTANCE OF 6.70 FEET; THENCE N.36°23'57"E., A DISTANCE OF 17.08 FEET; THENCE N.06°47'29"W., A DISTANCE OF 33.00 FEET; THENCE N.62°35'52"E., A DISTANCE OF 23.79 FEET; THENCE N.20°17'55"E., A DISTANCE OF 13.95 FEET; THENCE N.26°49'20"E., A DISTANCE OF 37.93 FEET; THENCE N.50°39'16"E., A DISTANCE OF 35.17 FEET; THENCE N.53°14'39"E., A DISTANCE OF 13.24 FEET; THENCE S.78°23'35"E., A DISTANCE OF 15.89 FEET; THENCE N.78°15'18"E., A DISTANCE OF 21.37 FEET; THENCE N.51°25'11"E., A DISTANCE OF 7.00 FEET; THENCE N.22°11'17"E., A DISTANCE OF 25.51 FEET; THENCE N.57°28'44"W., A DISTANCE OF 30.70 FEET; THENCE N.18°25'12"E., A DISTANCE OF 15.89 FEET; THENCE N.33°59'59"E., A DISTANCE OF 21.08 FEET; THENCE S.87°49'13"E., A DISTANCE OF 28.30 FEET; THENCE S.74°03'58"E., A DISTANCE OF 33.30 FEET; THENCE S.53°04'33"E., A DISTANCE OF 116.76 FEET; THENCE S.77°34'30"E., A DISTANCE OF 45.16 FEET; THENCE S.00°39'11"W., A DISTANCE OF 103.97 FEET; THENCE S.03°41'07"E., A DISTANCE OF 76.45 FEET; THENCE S.33°41'30"W., A DISTANCE OF 29.85 FEET; THENCE S.18°25'27"W., A DISTANCE OF 32.68 FEET; THENCE S.30°43'29"W., A DISTANCE OF 13.31 FEET; THENCE S.47°11'30"E., A DISTANCE OF 2.52 FEET; THENCE S.44°44'38"E., A DISTANCE OF 21.73 FEET; THENCE S.70°15'30"E., A DISTANCE OF 59.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.38°56'19"E. 51.98 FEET, AND A CENTRAL ANGLE OF 62°38'21"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.66 FEET; THENCE S.07°37'09"E., A

DISTANCE OF 350.03 FEET; THENCE S.00°02'49"E., A DISTANCE OF 97.01 FEET; THENCE S.85°02'25"E., A DISTANCE OF 156.67 FEET; THENCE S.01°44'12"W., A DISTANCE OF 28.80 FEET; THENCE S.32°45'57"E., A DISTANCE OF 95.55 FEET; THENCE N.89°16'24"E., A DISTANCE OF 143.19 FEET; THENCE N.00°02'49"W., A DISTANCE OF 225.24 FEET; THENCE N.11°17'22"W., A DISTANCE OF 51.51 FEET; THENCE S.89°57'29"E., A DISTANCE OF 126.73 FEET; THENCE N.59°01'51"W., A DISTANCE OF 28.48 FEET; THENCE N.59°56'54"W., A DISTANCE OF 39.60 FEET; THENCE N.57°37'07"W., A DISTANCE OF 40.42 FEET; THENCE N.08°01'39"W., A DISTANCE OF 39.39 FEET; THENCE N.09°11'02"W., A DISTANCE OF 64.39 FEET; THENCE N.07°07'29"W., A DISTANCE OF 65.87 FEET; THENCE N.08°47'20"W., A DISTANCE OF 37.39 FEET; THENCE N.02°49'10"W., A DISTANCE OF 69.55 FEET; THENCE N.08°08'23"W., A DISTANCE OF 326.65 FEET; THENCE N.07°20'51"E., A DISTANCE OF 24.54 FEET; THENCE N.15°43'57"E., A DISTANCE OF 31.58 FEET; THENCE N.29°31'03"E., A DISTANCE OF 155.37 FEET; THENCE N.31°00'38"W., A DISTANCE OF 84.41 FEET; THENCE N.06°34'28"W., A DISTANCE OF 28.13 FEET; THENCE N.00°06'28"E., A DISTANCE OF 39.22 FEET; THENCE N.16°10'37"W., A DISTANCE OF 42.90 FEET; THENCE N.30°06'55"W., A DISTANCE OF 32.87 FEET; THENCE N.33°04'26"W., A DISTANCE OF 22.15 FEET; THENCE N.27°04'06"W., A DISTANCE OF 16.43 FEET; THENCE N.23°05'49"W., A DISTANCE OF 21.67 FEET; THENCE N.24°55'42"W., A DISTANCE OF 41.80 FEET; THENCE N.21°50'19"W., A DISTANCE OF 28.65 FEET; THENCE N.17°51'19"W., A DISTANCE OF 33.13 FEET; THENCE N.14°16'31"W., A DISTANCE OF 22.95 FEET; THENCE N.13°13'26"W., A DISTANCE OF 65.06 FEET; THENCE N.04°08'29"E., A DISTANCE OF 12.01 FEET; THENCE N.15°04'43"E., A DISTANCE OF 49.35 FEET; THENCE N.02°05'42"E., A DISTANCE OF 43.88 FEET; THENCE N.07°59'38"W., A DISTANCE OF 44.05 FEET; THENCE N.14°26'05"W., A DISTANCE OF 42.83 FEET; THENCE N.16°43'10"W., A DISTANCE OF 75.79 FEET; THENCE N.21°59'28"W., A DISTANCE OF 228.97 FEET; THENCE N.16°17'19"W., A DISTANCE OF 51.30 FEET; THENCE N.21°42'19"W., A DISTANCE OF 45.09 FEET; THENCE N.20°20'57"W., A DISTANCE OF 22.39 FEET; THENCE N.15°08'55"W., A DISTANCE OF 17.84 FEET; THENCE N.20°57'05"W., A DISTANCE OF 27.42 FEET; THENCE N.26°36'49"W., A DISTANCE OF 20.65 FEET; THENCE N.27°22'24"W., A DISTANCE OF 24.38 FEET; THENCE N.20°58'03"W., A DISTANCE OF 19.07 FEET; THENCE N.12°25'00"W., A DISTANCE OF 52.63 FEET; THENCE N.18°37'33"W., A DISTANCE OF 51.06 FEET; THENCE N.18°04'04"W., A DISTANCE OF 38.53 FEET; THENCE N.06°52'08"W., A DISTANCE OF 27.52 FEET; THENCE N.04°33'16"W., A DISTANCE OF 46.16 FEET; THENCE N.16°11'08"W., A DISTANCE OF 44.26 FEET; THENCE N.34°24'27"W., A DISTANCE OF 42.67 FEET; THENCE N.40°09'45"W., A DISTANCE OF 35.22 FEET; THENCE N.40°01'42"W., A DISTANCE OF 31.79 FEET; THENCE N.39°47'31"W., A DISTANCE OF 23.05 FEET; THENCE N.40°58'10"W., A DISTANCE OF 136.66 FEET; THENCE N.07°11'03"W., A DISTANCE OF 31.42 FEET; THENCE N.04°54'54"E., A DISTANCE OF 31.26 FEET; THENCE N.31°11'45"E., A DISTANCE OF 50.33 FEET; THENCE N.34°14'53"E., A DISTANCE OF 61.74 FEET; THENCE N.42°44'11"E., A DISTANCE OF 83.05 FEET; THENCE N.61°34'40"E., A DISTANCE OF 61.30 FEET; THENCE N.62°48'42"E., A DISTANCE OF 86.02 FEET; THENCE N.45°54'32"E., A DISTANCE OF 45.76 FEET; THENCE N.29°49'43"E., A DISTANCE OF 48.51 FEET; THENCE N.25°30'04"E., A DISTANCE OF 72.06 FEET; THENCE N.19°29'13"E., A DISTANCE OF 93.40 FEET; THENCE N.20°39'16"E., A DISTANCE OF 59.71 FEET; THENCE N.15°48'00"E., A DISTANCE OF 68.61 FEET; THENCE N.07°05'40"E., A DISTANCE OF 94.79 FEET; THENCE N.14°27'48"E., A DISTANCE OF 76.73 FEET; THENCE N.41°13'24"E., A DISTANCE OF 130.21 FEET; THENCE N.45°22'02"E., A DISTANCE OF 145.44 FEET; THENCE N.45°02'07"E., A DISTANCE OF 77.05 FEET; THENCE N.52°58'16"E., A DISTANCE OF 111.78 FEET; THENCE N.58°29'42"E., A DISTANCE OF 105.05 FEET; THENCE N.48°17'04"E., A

DISTANCE OF 150.91 FEET; THENCE N.31°51'47"E., A DISTANCE OF 62.30 FEET; THENCE N.23°09'22"E., A DISTANCE OF 64.87 FEET; THENCE N.07°36'36"E., A DISTANCE OF 49.57 FEET; THENCE N.13°40'15"W., A DISTANCE OF 54.92 FEET; THENCE N.20°47'17"W., A DISTANCE OF 53.81 FEET; THENCE N.23°01'56"W., A DISTANCE OF 95.21 FEET; THENCE N.28°41'25"W., A DISTANCE OF 114.55 FEET; THENCE N.43°36'00"W., A DISTANCE OF 60.71 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 60.70 FEET; THENCE N.49°16'23"W., A DISTANCE OF 55.59 FEET; THENCE N.58°33'02"W., A DISTANCE OF 54.33 FEET; THENCE N.65°06'11"W., A DISTANCE OF 26.87 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 26.87 FEET; THENCE N.69°41'10"W., A DISTANCE OF 24.45 FEET; THENCE CONTINUE WESTERLY ALONG SAID LINE, A DISTANCE OF 24.45 FEET; THENCE N.78°14'14"W., A DISTANCE OF 21.02 FEET; THENCE N.81°19'41"W., A DISTANCE OF 48.77 FEET; THENCE N.87°16'40"W., A DISTANCE OF 69.86 FEET; THENCE S.85°57'29"W., A DISTANCE OF 82.80 FEET; THENCE S.85°25'10"W., A DISTANCE OF 532.17 FEET; THENCE N.78°42'35"W., A DISTANCE OF 119.59 FEET; THENCE N.73°40'49"W., A DISTANCE OF 56.77 FEET; THENCE N.51°58'40"W., A DISTANCE OF 43.89 FEET; THENCE N.38°57'19"W., A DISTANCE OF 142.27 FEET; THENCE N.28°29'43"W., A DISTANCE OF 39.73 FEET; THENCE N.24°04'30"W., A DISTANCE OF 56.64 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 32.54 FEET; THENCE N.29°18'20"W., A DISTANCE OF 44.85 FEET; THENCE N.38°34'27"W., A DISTANCE OF 34.65 FEET; THENCE N.45°18'23"W., A DISTANCE OF 23.13 FEET; THENCE N.50°36'54"W., A DISTANCE OF 22.44 FEET; THENCE N.55°20'24"W., A DISTANCE OF 18.12 FEET; THENCE N.60°42'13"W., A DISTANCE OF 27.91 FEET; THENCE N.65°50'38"W., A DISTANCE OF 16.21 FEET; THENCE N.71°16'25"W., A DISTANCE OF 30.40 FEET; THENCE N.77°50'45"W., A DISTANCE OF 26.01 FEET; THENCE N.83°13'00"W., A DISTANCE OF 20.09 FEET; THENCE N.88°11'32"W., A DISTANCE OF 22.62 FEET; THENCE S.89°11'45"W., A DISTANCE OF 89.42 FEET; THENCE S.89°10'23"W., A DISTANCE OF 65.20 FEET; THENCE S.89°10'08"W., A DISTANCE OF 114.80 FEET; THENCE S.89°11'02"W., A DISTANCE OF 109.70 FEET; THENCE N.84°22'18"W., A DISTANCE OF 28.97 FEET; THENCE N.74°51'52"W., A DISTANCE OF 34.59 FEET; THENCE N.60°35'14"W., A DISTANCE OF 111.42 FEET; THENCE N.11°11'18"W., A DISTANCE OF 30.61 FEET; THENCE N.17°25'29"W., A DISTANCE OF 13.23 FEET; THENCE N.21°34'52"E., A DISTANCE OF 27.20 FEET; THENCE N.20°08'26"E., A DISTANCE OF 29.18 FEET; THENCE N.22°42'58"E., A DISTANCE OF 29.56 FEET; THENCE N.11°36'31"E., A DISTANCE OF 25.40 FEET; THENCE N.24°10'14"E., A DISTANCE OF 22.68 FEET; THENCE N.28°38'37"E., A DISTANCE OF 25.35 FEET; THENCE N.25°55'11"E., A DISTANCE OF 26.12 FEET; THENCE N.18°24'14"E., A DISTANCE OF 51.19 FEET; THENCE N.09°08'13"E., A DISTANCE OF 45.21 FEET; THENCE N.03°06'58"E., A DISTANCE OF 39.17 FEET; THENCE N.04°51'46"W., A DISTANCE OF 66.75 FEET; THENCE N.14°54'47"W., A DISTANCE OF 43.86 FEET; FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.87°31'48"E., ALONG SAID NORTH LINE, A DISTANCE OF 2444.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S.04°58'39"E., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2688.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.04°58'06"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.03°47'43"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.40 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S.03°47'39"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.72 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 20, A DISTANCE OF 2664.64 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2534.64 FEET; THENCE N.01°05'11"W., A DISTANCE OF 396.54 FEET; THENCE S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE N.01°05'11"W., A DISTANCE OF 101.21 FEET; THENCE N.67°05'30"W., A DISTANCE OF 96.44 FEET TO THE POINT OF BEGINNING BEING AND LYING IN SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

## **RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (2025 PROJECT AREA); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (2025 PROJECT AREA); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2025 (2025 Project Area), in the par amount of \$16,765,000 (“Series 2025 Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2025 Bonds on December 18, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of January, 2026.

ATTEST:

**VIVID SHORES COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors



## AGREEMENT FOR MAINTENANCE OF DISTRICT IMPROVEMENTS

**THIS AGREEMENT** (“**Agreement**”) is entered into as of this 12<sup>th</sup> day of January, 2026, by and between:

**Vivid Shores Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bonita Springs, Lee County, Florida, and whose mailing address is c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”); and

**Vivid Shores Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (“**Association**”).

### RECITALS

**WHEREAS**, the District was established by ordinance adopted by the City Commission of the City of Bonita Springs, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, including lakes, preserve areas and perimeter wall improvements, as well as other improvements; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair of the improvements, including lake maintenance services, as described in **Exhibit A**, as such shall be amended from time to time, attached hereto (“**Work**”), across the lands owned by the District (“**Property**”); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of fulltime on-site operation and maintenance personnel, the District desires to enter into an agreement with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

**SECTION 2. SCOPE OF WORK.**

- A. *Work.*** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. *Inspection.*** Association shall conduct monthly, regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Treatment.*** To prevent unacceptable infestations of nuisance vegetation or algae from becoming established, the Association will take acceptable steps to provide, or cause to be provided, regular herbicide treatments conducted by a State-certified applicator.
- D. *Repair and Maintenance.*** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- E. *Investigation and Report of Accidents/Claims.*** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- F. *Adherence to District Rules, Regulations and Policies.*** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association

assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- G. *Care of the District's Improvements.*** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- H. *Staffing and Billing.*** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- I. *Designation of District Representative.*** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- J. *Reports.*** The Association agrees to meet with the District's representative no less than one time per quarter to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** The Association shall annually budget and collect assessments for the to provide the Work which shall be at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 2026 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B.** Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C.** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. All other permits and licenses necessary for the Association to perform under this Agreement, shall be obtained and paid for by the Association.

**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District

and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association 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 the Association 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 Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association 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 THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O MICHELLE KRIZEN, SPECIAL DISTRICT SERVICES, INC., THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410; PHONE (561) 630-4922, AND E-MAIL MKRIZEN@SDSINC.ORG.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

Witness:

**VIVID SHORES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Supervisors

Witness:

**VIVID SHORES HOMEOWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_

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

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

**EXHIBIT A: Scope of Work**



**EXHIBIT A**  
**SCOPE OF WORK**

**DISTRICT IMPROVEMENTS**

The Association shall operate, maintain and repair the following District stormwater lake improvements located within the below-listed tracts, in accordance with the below-outlined maintenance program.

Tracts “L-1” to “L-13”, inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded in **Plat Book \_\_\_, Pages \_\_\_-\_\_\_** of the Public Records of Lee County, Florida.

**MAINTENANCE PROGRAM**

The Association shall maintain the improvements located within the above-described District Property with regard to water quality, weed control and related items on a regular and as-needed basis to ensure in compliance with all federal, state, and governmental regulations. The District shall maintain the improvements located within the above-described District Property with regard to lake bank and erosion repairs. \_\_\_\_\_ **will maintain the perimeter wall improvements.**

Pulte Home Company, LLC, intends to convey the preserve areas located within tracts “P-1” through “P-7”, inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded in **Plat Book \_\_\_, Pages \_\_\_-\_\_\_** of the Public Records of Lee County, Florida. Upon conveyance, the District shall maintain the District Preserve Areas in accordance with all with all federal, state, and governmental regulations.

**[ADDRESS DESIRED OFFSITE IMPROVEMENT BONITA GRANDE DRIVE  
MAINTENANCE RESPONSIBILITY]**

**PULTE HOME CORPORATION WORK ORDER  
FOR CONSULTANT SERVICES**

**VENDOR**

Earth Tech Environmental  
10600 Jolea Avenue  
Bonita Springs, FL 34135

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PROJECT NAME/PHASE:

DATE: 11/12/2025

**Vivid Shores**

ORDERED BY: Joseph Poelker

LDA Number: 410-9171-01  
Account Category: 10498

Retainage: N/A

Semi Annual Preserve Maintenance - 2 @ \$35,000 - \$70,000	
Bush Hog Mowing Event	- 2 @ \$5,000 - <u>\$10,000</u>
	\$80,000

Not to exceed without authorization

**AUTHORIZATION:**

The work referenced above will be initiated when copy of this work order is signed by both parties.

I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE-TYPE" above. Work authorized under this agreement is subject to the terms and conditions of the Pulte Master Consultant Agreement on File.

\_\_\_\_\_  
Consultant Signature                      Date

\_\_\_\_\_  
Pulte Home Corporation Signature                      Date

**EARTH TECH ENVIRONMENTAL**

10600 Jolea Avenue  
Bonita Springs, FL 34135 US  
+1 2393040030  
www.eteflorida.com

## Estimate

**ADDRESS**

Pulte Group  
South Florida Division  
24311 Walden Center Drive  
Suite 300  
Bonita Springs, FL 34134

**ESTIMATE #** 3494**DATE** 10/07/2025**PROJECT MANAGER**

donnb@eteflorida.com

**PROJECT NO.**

120801.0

**PROJECT NAME**

BG MINE 2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Ecosystem Restoration/ Maint Tasks:Semi Annual Preserve Maintenance</b>	2	35,000.00	70,000.00
	Task 2.0 2026 Semiannual Wetland/Upland Preserve Treatments (2 events): Earth Tech Environmental LLC will perform two semiannual treatments that will consist of selective herbicide treatment of exotic (defined as Category I and II species on the FISC list of invasive species and nuisance vegetation (defined as primrose willow ( <i>Ludwigia peruviana</i> ) and cattail ( <i>Typha</i> sp.) within the 371.72± acres of wetland and upland preserve that fall under Pulte Group responsibilities at BG Mine. The treatment within the wetlands will utilize herbicides suitable for aquatic application. No heavy equipment, which causes rutting of the soils within the preserves on-site, shall be allowed. The semiannual treatments within the wetlands and overall property shall be performed throughout the calendar year. An FDACS-licensed project foreman will supervise all work.			
	<b>Ecosystem Restoration/ Maint Tasks:Bush Hog Mowing Event</b>	2	5,000.00	10,000.00
	Task 3.0 2026 Semiannual Berm Mowing & NOSCA Area Mowing: Earth Tech Environmental LLC will provide a brush mowing program along ±9,000LF of designated berm easement adjacent to the eastern preserve area at BG Mine. In addition, mosaic mowing will occur within the designated NOSCA areas. The brush mowing will be scheduled as needed to minimize encroachment of para grass ( <i>Urochloa mutica</i> ) into the preserves and native open space creation areas.			

Earth Tech Environmental LLC will provide the above-listed environmental services within the designated area(s) with BG Mine in Bonita Springs, FL. If you agree to these terms please send a signed copy of this

SUBTOTAL	80,000.00
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$80,000.00</b>

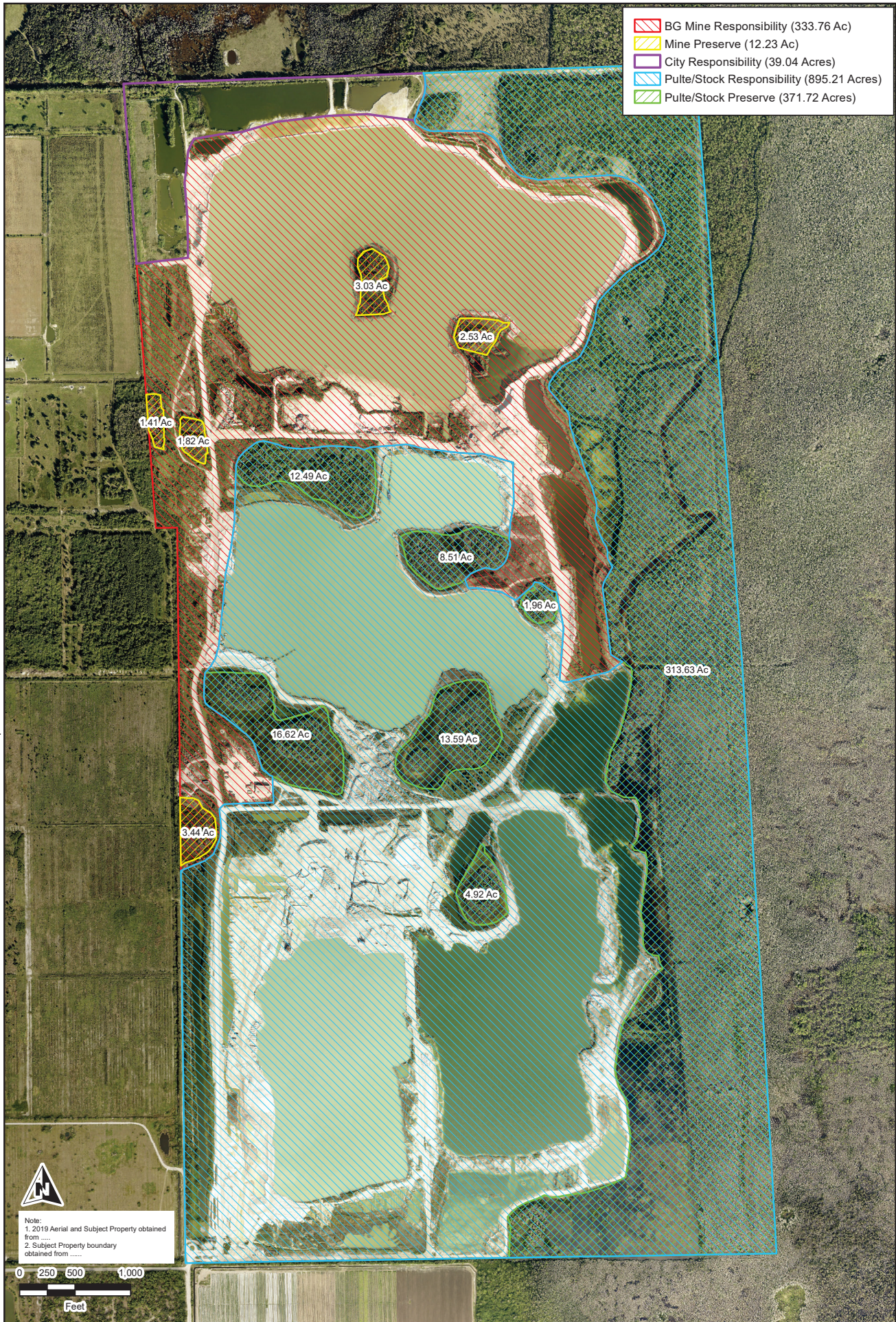
proposal back to donnb@eteflorida.com for work to be scheduled.

Accepted By

Accepted Date



Document Path: G:\ETEnv Documents\PROJECTS\LEE\Bonita Grande\GIS\11x17\VERT 24-25 Aerial Map.mxd



Project

Bonita Grande Mine  
Lee County, Florida

Map Type

Aerial Map

Date

11/23/2024

