



**VIVID SHORES
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
FEBRUARY 9, 2026
10:45 A.M.**

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

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
February 9, 2026
10:45 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. January 12, 2026 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Approval of Disclosure of Public Finance.....Page 5
 - 2. Consider Approval of Agreement for Maintenance of District Improvements.....Page 6
 - 3. Consider Approval of the Preserve Maintenance.....Page 16
 - 4. Consider Approval of Platt
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date
2026-01-30

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 February 9, 2026, at 10:45 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) 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

1/30/26 #12027700

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 12, 2026**

A. CALL TO ORDER

The Vivid Shores Community Development District (the “District”) Regular Board Meeting of January 12, 2026, 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 January 2, 2026, 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	Kutak Rock
District Engineer	Jackie Larocque	Atwell Engineering

Also present was Pat Butler.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There was a consensus of the Board to add BSU transfer updates under New Business.

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. December 8, 2025, Public Hearing & Regular Board Meeting

It was noted that Alyssa Willson attended via telephone, not in person.

2. December 11, 2025, Public Hearing & Special Board Meeting

3. December 19, 2025, Continued Special Board Meeting

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the December 8, 2025, Public Hearing & Regular Board Meeting, as amended; the December 11, 2025, Public Hearing & Special Board Meeting, as presented; and the December 19, 2025, Continued Public Hearing & Special Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Discussion Regarding Utility Conveyance

During the process of conveying the utilities to BSU it was discovered that the utility was private. Since it is a private entity, the utility improvements are ineligible for public financing. District staff has consulted with Bond Counsel. The bond documents will need to be updated, including an update to the engineering report. Staff will work on these items for presentation at a future District meeting. The District will need to ensure records are clear that no bond funds were spent on ineligible items. The funds will be reallocated in the next requisition to ensure allocated to eligible improvements only.

A **motion** was made by Ms. Ray, seconded by Ms. Robertson and passed unanimously authorizing the District to convey the utility improvements back to Pulte for conveyance to BSU.

2. Consider Disclosure of Public Finance

This item will be tabled until there is an addendum to the Engineer's Report to be referenced in the disclosure.

3. Consider Resolution No. 2026-01 – Ratifying Sale of Series 2025 Bonds

Resolution No. 2026-01 was presented, entitled:

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.

It was explained that this resolution wraps up and ratifies all action taken by the staff and the Chair outside of meetings and all actions needed in order to finalize the bond issuance.

A **motion** was made by Ms. Ray, seconded by Ms. Robertson and passed unanimously adopting Resolution No. 2026-01, as presented.

4. Consider Agreement for Maintenance of District Improvements

This maintenance agreement was discussed at the last meeting and is still in draft form. There was a discussion and a consensus was reached that the HOA would maintain the offsite landscaping for consistency. There was also a consensus of the Board that the perimeter wall maintenance would be a CDD responsibility and would also be added to the District insurance policy.

This agreement is being tabled until the next meeting.

5. Discussion Regarding Preserve Maintenance

The preserve has been conveyed and is now a District asset. The first treatment has been completed. Ms. Krizen will reach out and have a proposal for Board consideration at the next meeting.

I. ADMINISTRATIVE MATTERS

There was a consensus of the Board that since there will be a lengthy agenda in February and a meeting directly following this one, to move this meeting up to 10:45 a.m.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. 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 11:34 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**CONSIDER APPROVAL OF DISCLOSURE
OF PUBLIC FINANCE**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

AGREEMENT FOR MAINTENANCE OF DISTRICT IMPROVEMENTS

THIS AGREEMENT (“**Agreement**”) is entered into as of this _____ day of _____, 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 as more specifically described in **Exhibit A**. 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 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**

By: Laura Ray

Its: Vice-Chairperson

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.

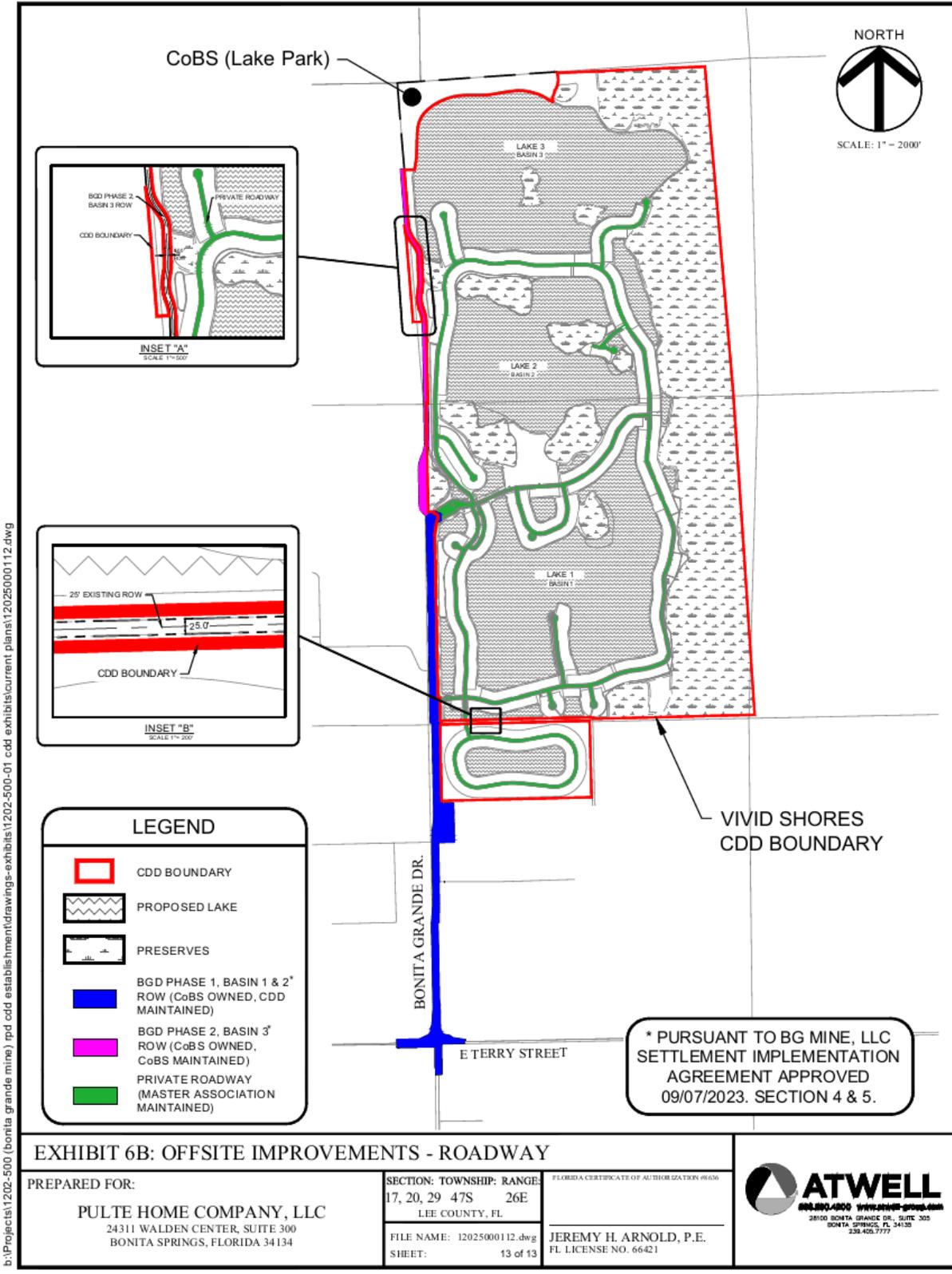
Tracts “L-1” to “L-13”, inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded in **Plat Book _____, Pages _____ - _____** of the Public Records of Lee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

The Association shall maintain the landscaping located within the Phase One portion of the Bonita Grande Drive Extension as depicted below in blue.

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. The District will maintain the perimeter wall improvements.



b:\Projects\1202-500 (bonita grande mine).rpd\cdd\establishment\drawings-exhibits\1202-500-01 cdd\exhibits\current\plans\120250000112.dwg



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

Estimate

ADDRESS

Vivid Shores CDD
 2501A Burns Road
 Palm Beach Gardens, FL 33410

ESTIMATE # 3566

DATE 01/27/2026

EXPIRATION DATE 02/28/2026

PROJECT MANAGER

donnb@eteflorida.com

PROJECT NO.

120801.0

PROJECT NAME

VIVID SHORES 2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Ecosystem Restoration/ Maint Tasks:Semi Annual Preserve Maintenance	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 (Ludwigia peruviana) and cattail (Typha 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. Events will be schedule for June and November 2026			
	Ecosystem Restoration/ Maint Tasks:Bush Hog Mowing Event	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 (Urochloa mutica) into the preserves and native open space creation areas. Events will be schedule for June and November 2026			

Earth Tech Environmental LLC will provide the above-listed environmental services within the designated area(s) with Vivid Shores CDD. If you agree to these terms please send a signed copy of this proposal back to donnb@eteflorida.com for work to be scheduled.

SUBTOTAL	80,000.00
TAX (0%)	0.00
TOTAL	\$80,000.00

