

**VIERA
STEWARDSHIP
DISTRICT**

November 17, 2021

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

Viera Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 10, 2021

Board of Supervisor
Viera Stewardship District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Viera Stewardship District will hold a Special Meeting on November 17, 2021, immediately following the adjournment of the Landowners Meeting, scheduled to be held at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940. Members of the public and Staff may join via computer or mobile app at <https://us02web.zoom.us/j/82659748234?pwd=eDB3QkJqS0R6MG5QYXNKdVVpYlRqZz09>
Meeting ID: 826 5974 8234, Passcode: 216501 or via conference call at 1-646-558-8656,
Meeting ID: 826 5974 8234, Passcode: 216501 The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments *(limited to 3 minutes per person)*
4. Approval of October 27, 2021 Special Meeting Minutes
5. Consideration of Resolution 2022-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Chapter 2006-360, Laws of Florida, and Providing for an Effective Date
6. Consideration of Resolution 2022-04, Designating Certain Officers of the District, and Providing for an Effective Date
7. Consideration of Resolution 2022-05, Making Certain Findings; Approving the Supplemental Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2021 Bonds; Confirming the Maximum Assessment Liens Securing the Series 2021 Bonds; Levying and Allocating Assessments Securing the Series 2021 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

- 8. Consideration of Acquisition Documents for Village 1 Neighborhood Stormwater Improvements (*in substantial form*)
- 9. Consideration of Outstanding Financing Items
- 10. Consideration of Requisition No. 1
- 11. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *BSE Consultants Inc.*
 - Consideration of Work Authorization for Stormwater Needs Analysis Report
 - C. Environmental Consultant: *Zev Cohen & Associates*
 - D. Community Association Manager: *Eva Rey*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*

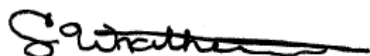
- NEXT MEETING DATE: TBD
 - QUORUM CHECK

AMY MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
TIFFANI BISSETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
TODD POKRYWA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
CHRISTOPHER WRIGHT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
CATHLEEN CONLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO

- 12. Board Members' Comments/Requests
- 13. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
 District Manager

**VIERA
STEWARDSHIP DISTRICT**

4

DRAFT

**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

The Board of Supervisors of the Viera Stewardship District held a Special Meeting on October 27, 2021 at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940. The public and Staff were able to participate in the meeting, via Zoom, at <https://us02web.zoom.us/j/82918696884?pwd=MEE1L2tvY1NmbDJqcjdXYUpmaDVLZz09> and via teleconference at 1-646-558-8656, Meeting ID: 829 1869 6884 and Passcode: 448046, for both.

Present were:

Todd J. Pokrywa	Chair
Amy Mitchell	Vice Chairman
Christopher Wright	Assistant Secretary
Tiffani Bissett (via telephone)	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Cindy Cerbone (via Zoom)	Wrathell, Hunt and Associates, LLC
Jennifer Kilinski	District Counsel
Lauren Gentry	KE Law Group, PLLC
Hassan Kamal	District Engineer
Misty Taylor	Bond Counsel
Brett Sealy	MBS Capital Markets, LLC (MBS)
Sara Zare	MBS
Bill Lites (via Zoom)	Zev Cohen
Eva Rey	Community Manager
Jay A. Decator, III	The Viera Company
Ben Wilson	The Viera Company
Paul Martell	The Viera Company

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:35 a.m.

SECOND ORDER OF BUSINESS

Roll Call

41 Supervisors Pokrywa, Mitchell and Wright were present, in person. Supervisor Bissett
 42 was attending via telephone. One seat was vacant.

43

44 **THIRD ORDER OF BUSINESS**

Public Comments (*limited to 3 minutes per person*)

45

46

47 There were no public comments.

48

49 **FOURTH ORDER OF BUSINESS**

Approval of August 12, 2021 Regular Meeting Minutes

50

51

52 Mr. Wrathell presented the August 12, 2021 Regular Meeting Minutes.

53

54 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the**
 55 **August 12, 2021 Regular Meeting Minutes, as presented, were approved.**

56

57

58 **▪ Environmental Consultant: *Zev Cohen & Associates***

59 **This item, previously Item 14C, was presented out of order.**

60 Mr. Lites presented the following:

61 ➤ Work Authorization No. 28: Environmental Professional Services for Fiscal Year
 62 2021/2022 to manage the Viera Wilderness Park (VWP), including herbicide and mechanical
 63 land management, meeting attendance, VSD management and site inspections.

64 ➤ Work Authorization No. 29: Wetland/Habitat Maintenance in Viera Wilderness Park
 65 Stage 1 (Targeted Spraying) Fiscal for Fiscal year 2021/2022. Herbicide treatment to include
 66 contractors spraying via truck and tankers; staff does targeted spraying. The contract is mostly
 67 for VWP Stage 2 but a portion is for Stage 1.

68 ➤ Work Authorization No. 30: Monitoring and Maintenance of Burrowing Owl Preserve
 69 and Bald Eagle Conservation Easement Fiscal Year 2021/2022. Burrowing Owls in the preserve
 70 initially required fairly intense monitoring and photographing but more cursory reviews are
 71 now required. Bald eagle nest and habitat monitoring and management review was budgeted
 72 but not spent in Fiscal Year 2020/2021; it was budgeted again for Fiscal Year 2021/2022.

73 ➤ Work Authorization No. 31: Inspections, Reports and Miscellaneous Work and Oversight
 74 of Villages 1 and 2 Preferred Cover Type by Ecologist. Inspections and annual monitoring

75 reports for the Army Corps of Engineers (ACOE) for VWP Phase 2 and for annual PCT
76 management in the development areas. Residents would be informed about PCT management
77 in advance.

78 Mr. Pokrywa asked if all four Work Authorizations were within the amounts budgeted
79 for this fiscal year. Mr. Lites replied affirmatively.

80

81 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor,**
82 **Work Authorization No. 28, in a not-to-exceed amount of \$10,000, Work**
83 **Authorization No. 29, in the amount of \$22,000, Work Authorization No. 30, in**
84 **the amount of \$2,000 for Task 1 and \$1,000 for Task 2 and Work Authorization**
85 **No. 31, in a not-to-exceed amount of \$10,000, were approved.**

86

87

88 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,
Ratifying the Actions of the District
Manager and District Staff in Noticing the
Landowners’ Meeting; Providing a
Severability Clause; and Providing an
Effective Date**

89

90

91

92

93

94

95 Mr. Wrathell presented Resolution 2022-01. As Supervisor Carl resigned at the last
96 meeting, her seat is currently vacant. According to the CDD’s Charter, a vacancy in a
97 Landowner-elected seat requires a Landowners’ Election. A Landowners’ Meeting will be held
98 immediately before the November Board meeting, at this location.

99

100 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor,**
101 **Resolution 2022-01, Ratifying the Actions of the District Manager and District**
102 **Staff in Noticing the Landowners’ Meeting for November 17, 2021 at 9:30 a.m.,**
103 **at the offices of The Viera Company, 7380 Murrell Road, Suite 201, Viera,**
104 **Florida 32940; Providing a Severability Clause; and Providing an Effective Date,**
105 **was adopted.**

106

107

108 **SIXTH ORDER OF BUSINESS**

**Discussion/Consideration: Special
Assessment Revenue Bonds, Series 2021
Items**

109

110

111

112 **A. Financing Timeline (for informational purpose)**

113 This item was included for informational purposes.

114 **B. Supplemental Engineer’s Report Village 2 - Series 2021 Project**

115 Mr. Kamal presented the Supplemental Engineer’s Report, dated October 25, 2021, and
116 noted the following:

117 ➤ The Report supplements the original Engineer’s Report completed in 2020 and describes
118 the improvements for the Series 2021 Project. The Development Program has not changed
119 from the original Engineer’s Report. The Capital Improvements are consistent with the original
120 Report, on a smaller scale, and consist of roadway and infrastructure improvements primarily
121 on Lake Andrew Drive and Pineda Boulevard.

122 ➤ The firm is of the opinion that the infrastructure cost of these specific components is
123 reasonable and that the infrastructure improvements will benefit and add value to the lands
124 within the CDD.

125 ➤ The summary of the construction costs included in Exhibit 6, totaling \$28,452,906, is
126 consistent with the original Engineer’s Report.

127 Mr. Wrathell asked if the cost shown on Page 2 of the Report, for the overall Village 2
128 Capital Improvement Plan, is \$84,306,120 and if, as outlined in Exhibit 6, the \$28,452,906 is the
129 subject of the 2021 bonds. Mr. Kamal replied affirmatively.

130 Mr. Pokrywa asked if the “Village 2-Series 2021 Project Components”, listed in Section 5,
131 would be updated, as it relates to completion dates for Pineda Boulevard Segments C and D.
132 Mr. Kamal replied affirmatively and stated that the completion dates on the Final Report that
133 would be published shortly would be revised to indicate that the initial two-lane improvements
134 would be completed in December 2021 and the full four-lane widening improvements would be
135 completed in 2023, for both segments.

136 **C. First Supplemental Assessment Methodology Report**

137 Mr. Wrathell presented the First Supplemental Assessment Methodology Report. The
138 Report was updated with the new bond numbers and rate assumptions. He noted the pertinent
139 data in each section, including the scope of the Report, the financing program, CIP, special and
140 peculiar benefit to the properties, Development Program, par amount of bonds, types of bonds
141 proposed, Lienability Test, True-up Mechanism and Appendix Tables on Pages 16 through 19.

142 Ms. Mitchell asked if work had started on the various infrastructure improvements
143 listed on Table 3. Mr. Pokrywa stated that some improvements were 100% completed, some
144 are substantially completed and some are in progress. Mr. Wilson discussed the portions of the

145 work that was done and conveyed to the CDD. Mr. Pokrywa stated a percentage of the
146 improvement cost is a contribution by the Developer and a percentage is a reimbursement to
147 the Developer.

148 Mr. Pokrywa asked if the assessments for repayment of the bond would be assessed to
149 the homeowners in the villages that have borrowed the bond funds and not other villages. Mr.
150 Wrathell stated, while the debt would initially be distributed across all the land within Village 2,
151 the Methodology provides flexibility regarding assessments as the project is developed.

152 **D. Consideration of Resolution 2022-02, Authorizing the Issuance of Not to Exceed**
153 **\$30,000,000 Aggregate Principal Amount of its Viera Stewardship District Special**
154 **Assessment Revenue Bonds (Village 2 – Series 2021 Project) in One or More Series (the**
155 **“Series 2021 Bonds”); Determining Certain Details of the Series 2021 Bonds; Approving**
156 **the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust**
157 **Indenture; Authorizing the Negotiated Sale of the Series 2021 Bonds; Appointing the**
158 **Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a**
159 **Bond Purchase Contract with Respect to the Series 2021 Bonds And Awarding the**
160 **Series 2021 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set**
161 **Forth in this Resolution; Approving the Form of and Authorizing the Distribution of the**
162 **Preliminary Limited Offering Memorandum and Its Use by the Underwriter in**
163 **Connection with the Offering for Sale of the Series 2021 Bonds and Approving the**
164 **Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the**
165 **Execution and Delivery of a Continuing Disclosure Agreement and a Continuing**
166 **Disclosure Certificate and the Appointment of a Dissemination Agent; Providing for**
167 **the Application of Series 2021 Bond Proceeds; Authorizing the Proper Officials to Do**
168 **All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the**
169 **Series 2021 Bonds; Making Certain Declarations; Appointing a Trustee; Providing for**
170 **the Registration of the Series 2021 Bonds Pursuant to the DTC Book-Entry System;**
171 **Providing an Effective Date and for Other Purposes**

172 Ms. Taylor recalled that in 2020 the Board adopted a Master Bond Resolution
173 authorizing not-to-exceed \$670 million of bonds over time and validated the authority to issue
174 those bonds. She presented Resolution 2022-02, which supplements the Master Bond
175 Resolution and accomplishes the following:

- 176 ➤ Authorizes the issuance of Special Assessment Revenue Bonds, Series 2021, for the
- 177 “Village 2 –Series 2021 Project”.
- 178 ➤ Approves the Preliminary Limited Offering Memorandum (PLOM), the First
- 179 Supplemental Trust Indenture and the Bond Purchase Contract (BPC).
- 180 ➤ Ensures that the maximum par amount of bonds issued does not exceed \$30 million and
- 181 the interest rate cap does not exceed 300 basis points over the Bond Buyer “20 Bond Index”
- 182 and sets an outside maturity date and maximum Underwriter’s discount.
- 183 ➤ Appoints MBS Capital Markets as the Underwriter and provides for a negotiated sale.
- 184 ➤ Appoints US Bank as Trustee.
- 185 ➤ Authorizes modifications to the Engineer’s and Methodology Reports.

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, Resolution 2022-02, Authorizing the Issuance of Not to Exceed \$30,000,000 Aggregate Principal Amount of its Viera Stewardship District Special Assessment Revenue Bonds (Village 2 – Series 2021 Project) in One or More Series (the “Series 2021 Bonds”); Determining Certain Details of the Series 2021 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2021 Bonds; Appointing the Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2021 Bonds And Awarding the Series 2021 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of the Preliminary Limited Offering Memorandum and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2021 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and a Continuing Disclosure Certificate and the Appointment of a Dissemination Agent; Providing for the Application of Series 2021 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2021 Bonds; Making Certain Declarations; Appointing a Trustee; Providing for the Registration of the Series 2021 Bonds Pursuant to the DTC Book-Entry System; Providing an Effective Date and for Other Purposes, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Ancillary Financing Documents (*in substantial form*)

216 **A. True-Up Agreements**

217 Ms. Kilinski presented the True-Up Agreements with Duda & Sons, Inc., (Duda) Pulte
218 Home Company, LLC, (Pulte) and The Viera Company (TVC).

219 **B. Completion Agreement**

220 Ms. Kilinski presented the Completion Agreement with The Viera Company.

221 **C. Collateral Assignments**

222 Ms. Kilinski presented the Collateral Assignment Agreement. Given that Duda does not
223 currently have entitlements, one Agreement was created for both Duda and TVC.

224 **D. Declarations of Consent**

225 Ms. Kilinski presented the Declarations of Consent Agreements for Duda, Pulte and TVC.

226 **E. Notice of Assessments**

227 Ms. Kilinski presented the Notice of Assessments.
228

229 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the**
230 **True-Up Agreements, Completion Agreement, Collateral Assignments,**
231 **Declarations of Consent, and Notice of Assessments, in substantial form, were**
232 **approved.**

233
234
235 **EIGHTH ORDER OF BUSINESS**

**Consideration of Form of Acquisition
Documents for Segments of Pineda
Boulevard**

236
237
238
239 Mr. Wrathell presented the acquisition documents for conveyance of segments of
240 Pineda Boulevard and accompanying work product to the CDD.

241 Ms. Kilinski stated documents were being updated and cost breakdowns were still being
242 compiled. Approval in substantial form would be requested for Segment C, in a not-to-exceed
243 amount of \$2,038,494, and for Segment D, in a not-to-exceed amount of \$1,759,614.
244 Authorization was requested for the Chair to work with Staff and to execute, for ratification at
245 the next meeting, and issuance of Requisitions at bond issuance.

246 Mr. Wilson stated this conveyance relates to the paving for two lanes; the paving for
247 four lanes is scheduled for 2022 or 2023.
248

249 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the**
250 **Acquisition documents for segments of Pineda Boulevard, in a not-to-exceed**
251 **amount of \$2,038,494 for Segment C, and in a not-to-exceed amount of**
252 **\$1,759,614 for Segment D, in substantial form, and authorizing the Chair to**
253 **work with Staff and to execute documents, was approved.**

254
255
256 Mr. Sealy discussed the timing, offering, marketing and pricing of the bonds and stated
257 he anticipated a successful offering. He expected to present the results at the November 17,
258 2021 meeting and for funding to occur on November 19, 2021.

259 Ms. Taylor stated that several documents were provided for execution, including the
260 DTC letter of Representations, signature pages for the Deemed Final Certificate and signature
261 pages to the Bond Purchase Agreement; all were needed as soon as possible. Mr. Wrathell
262 stated that Staff would coordinate signing and scanning of the documents.

263 Mr. Pokrywa asked Ms. Kilinski when the Developer should expect reimbursement for
264 the completed improvements. Ms. Kilinski stated that Staff has been keeping track of
265 acquisitions so far and Requisitions can be prepared in advance of the November 17, 2021
266 meeting. When funding occurs on Friday November 19, 2021, those amounts can be wired
267 shortly thereafter. Mr. Sealy stated that wiring instructions and a Requisition can be included
268 with the Closing Memorandum so that the Trustee will be authorized to release the wire
269 immediately after the closing occurs.

270 271 **NINTH ORDER OF BUSINESS**

Ratification Items

272 273 **A. BSE Consultants, Inc., Work Authorization #7 for 2021 Bond Issuance Services**

274 Mr. Wrathell presented Work Authorization #7, previously executed by the Chair.

275 **B. Viera Wilderness Park – Annual Utilization Program Checklist – Fiscal Year 2021/2022**

276 Mr. Wrathell presented the Annual Utilization Program Checklist relating to District-
277 related wetland maintenance.

278 **C. Conveyance of Tract OSN7-6 of Sendero Cove & Sierra Cove at Addison Village – Phase** 279 **1**

280 Ms. Kilinski stated this conveyance was already effectuated for these unimproved tracts
281 and, as there were no improvements, there were no associated costs.

283
284
285
286
287

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the BSE Consultants, Inc., Work Authorization #7 for 2021 Bond Issuance Services, Viera Wilderness Park – Annual Utilization Program Checklist for Fiscal Year 2021/2022 and Conveyance of Tract OSN7-6 of Sendero Cove & Sierra Cove at Addison Village – Phase 1, were ratified.

288
289

TENTH ORDER OF BUSINESS

Consideration of Website Related Proposals

291
292

- A. Strange Zone, Inc. Quotation # M21-1016 for Website Creation & Development, Website Maintenance (Annual), Annual Website Hosting & Email (Annual), Domain Transfer, SSL Certificates (Annual)**

Mr. Wrathell presented the Strange Zone, Inc., Quotation # M21-1016.

297

298
299
300
301
302

On MOTION by Mr. Pokrywa and seconded by Ms. Mitchell, with all in favor, the Strange Zone, Inc. Quotation # M21-1016 for Website Creation & Development, Annual Website Maintenance, Annual Website Hosting & Email, Domain Transfer, and Annual SSL Certificates, in the amount of \$1,679.99, was approved.

303
304

- B. ADA Site Compliance Proposal for Technological Auditing, Accessibility Policy and Compliance Shield, Technical Support**

Mr. Wrathell presented the ADA Site Compliance (ADASC) proposal for Technological Auditing, Accessibility Policy and Compliance Shield and Technical Support.

309

310
311
312
313

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the ADA Site Compliance Proposal for Technological Auditing, Accessibility Policy and Compliance Shield and Technical Support, in the amount of \$210, was approved.

314
315

ELEVENTH ORDER OF BUSINESS

Consideration of Twelfth Modification and Amendment to Duda/District Canal System Drainage Easement

317
318
319

Mr. Wilson presented a Memorandum addressing the Twelfth Modification and Amendment to Duda/District Canal System Drainage Easement that would correct a scrivener’s

321

322 error in the legal description of the "Eight Mile Canal" that runs along the north boundary of
323 the Adelaide subdivision, which would prevent an encroachment on the property to the north
324 of Adelaide. No Amendment to the Canal Maintenance Agreement was necessary.

325

326 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the**
327 **Twelfth Modification and Amendment to Duda/District Canal System Drainage**
328 **Easement, was approved.**

329

330

331 **TWELFTH ORDER OF BUSINESS**

**Consideration of Eleventh Amendment to
ECOR Industries Inc. Aquatic Services
Agreement**

332

333

334

335 Ms. Kilinski presented the Eleventh Amendment to the ECOR Industries Inc., Aquatic
336 Services Agreement, which added additional unimproved wetlands to the existing maintenance
337 contract. Sendero/Sierra Cove was added, at an additional cost of \$40 per month. Avalonia
338 Phase 1 Tract L was added, at an additional cost of \$330 every other month.

339

340 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the**
341 **Eleventh Amendment to the ECOR Industries Inc. Aquatic Services Agreement,**
342 **was approved.**

343

344

345 **THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2021**

346

347

348 Mr. Wrathell presented the Unaudited Financial Statements as of September 30, 2021.

349

350 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the**
351 **Unaudited Financial Statements as of September 30, 2021, were accepted.**

352

353

354 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

355

356 **A. District Counsel: *KE Law Group, PLLC***

357 **• Update: Stormwater Needs Analysis Reporting Requirements**

358 Ms. Kilinski presented a Reporting Template for the first Stormwater Needs Analysis
359 Report, which would be completed by the District Engineer every five years. The first report is

360 due by June 30, 2022. A Work Authorization would likely be presented at the November
361 meeting.

362 **B. District Engineer: *BSE Consultants Inc.***

363 There was no report.

364 **C. Environmental Consultant: *Zev Cohen & Associates***

365 This item was presented following the Fourth Order of Business.

366 **D. Community Association Manager: *Eva Rey***

367 Ms. Rey reported the following:

368 ➤ Some residents complained about PCT clearing.

369 ➤ Advance notice of when PCT clearing is scheduled was requested because an altercation
370 occurred between staff and a Bridgewater resident.

371 ➤ Midge flies continue to be an issue in Adelaide. Residents are working on their own
372 solution and the recommendations would be presented in the future.

373 **E. District Manager: *Wrathell, Hunt and Associates, LLC***

374 • **NEXT MEETING DATE: November 17, 2021 at 9:30 a.m.**

375 ○ **QUORUM CHECK**

376 The next meeting will be held on November 17, 2021, unless cancelled.

377

378 **FIFTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

379

380 There were no Board Members' comments or requests.

381 **Public Comments**

382 **This item was an addition to the agenda.**

383 No members of the public spoke.

384

385 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

386

387 There being nothing further to discuss, the meeting adjourned.

388

389 **On MOTION by Mr. Pokrywa and seconded by Ms. Mitchell, with all in favor,**
390 **the meeting adjourned at 11:02 a.m.**

391
392
393
394
395
396

Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

5

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION HELD PURSUANT TO CHAPTER 2006-360, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Viera Stewardship District ("**District**") is a local unit of special-purpose government created by Chapter 2006-360, *Laws of Florida*, and pursuant to Chapter 189, *Florida Statutes*, being situated entirely within Brevard County, Florida; and

WHEREAS, pursuant to Chapter 2006-360, *Laws of Florida*, a landowners meeting is required to be anytime a vacancy is created due to a resignation and such vacancy is declared in a seat held by a landowner representative; and

WHEREAS, the candidate receiving the highest number of votes will fill the unexpired term of office, which is set to expire in November of 2022, for such vacated seat; and

WHEREAS, such landowners meeting was held at which the below recited person was duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT:

1. **ELECTION RESULTS.** The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____ Seat 5 Votes _____

2. **TERM.** In accordance with Chapter 2006-360, *Laws of Florida*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

Seat 5 – Term expires in November of 2022

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of November, 2021.

Attest:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

6

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Viera Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 189, Florida Statutes, and pursuant to Chapter 2006-360, Laws of Florida, as amended, and situated entirely within Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the Viera Stewardship District at a regular business meeting following the landowners’ election held on November 17, 2021 desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Crag Wrathell is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

SECTION 4. _____ is appointed Treasurer.

Craig Wrathell is appointed Assistant Treasurer.

Jeff Pinder is appointed Assistant Treasurer.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of November, 2021.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

7

RESOLUTION 2022-05

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

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

WHEREAS, the District’s Board of Supervisors (the “**Board**”) has previously adopted, after notice and public hearing, Resolution 2020-05, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2020-05, this Resolution shall set forth the terms of the bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds; and

WHEREAS, in order to finance all or a portion of its Series 2021 Project (defined herein), the District entered into that certain *Bond Purchase Agreement* with MBS Capital Markets, LLC, whereby the District agreed to sell its **\$23,865,000** Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project) (“**Series 2021 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2020-05, the District desires to set forth the particular terms of the sale of the Series 2021 Bonds and confirm the levy of special assessments securing the Series 2021 Bonds (the “**Series 2021 Assessments**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation the Act, Chapters 170 and 197, *Florida Statutes*, and Resolution 2020-05.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Viera Stewardship District hereby finds and determines as follows:

(a) On May 8, 2020, the District, after due notice and public hearing, adopted Resolution 2020-05, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District’s infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Supplemental Engineer's Report (Village 2 - Series 2021 Project)*, dated October 28, 2021, attached to this Resolution as **Exhibit A** (the "**Supplemental Engineer's Report**"), identifies and describes the presently expected components of the master infrastructure improvements within "Village 2" to be financed in whole or in part with the Series 2021 Bonds (the "**Series 2021 Project**"), and sets forth the costs of the Series 2021 Project. The District hereby confirms that the Series 2021 Project serves a proper, essential, and valid public purpose. The Supplemental Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.

(c) The *Final First Supplemental Assessment Methodology Report*, dated November 10, 2021, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Assessment Methodology Report*, dated March 31, 2020 (the "**Master Assessment Report**"), to the Series 2021 Project and the actual terms of the Series 2021 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.

(d) The Series 2021 Project will specially benefit all of the developable acreage within Village 2, the boundaries of which are defined and set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2021 Project financed with the Series 2021 Bonds to the specially benefitted properties within the District as set forth in Resolution 2020-05 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS. As provided in Resolution 2020-05, this Resolution is intended to set forth the terms of the Series 2021 Bonds and the final amount of the lien of the Series 2021 Assessments securing such bonds. The Series 2021 Bonds shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2021 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2021 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2021 Assessments shall be imposed on all developable land within the 2021 Assessment Area, as such land is described in **Exhibit B**, shall be the principal amount due on such Series 2021 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

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

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

(b) The lien of the Series 2021 Assessments includes all developable acreage within the 2021 Assessment Area, which comprises approximately 2,969.87 acres, as further provided in the Series 2021 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. The Series 2021 Assessments are anticipated to be allocated on first platted, first assigned basis as set forth in the Supplemental Assessment Report and are further anticipated to be absorbed by the first 1,031 single-family detached and 500 single-family attached units in the 2021 Assessment Area, which may be subject to change based on actual platted property. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Series 2021 Project and reallocate the Series 2021 Assessments securing the Series 2021 Bonds in order to impose Series 2021 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated November 1, 2021, and the First Supplemental Trust Indenture, dated November 1, 2021, the District shall for Fiscal Year 2022, begin annual collection of Series 2021 Assessments for the Series 2021 Bonds debt service payments using the methods available to it by law. The Series 2021 Bonds include an amount for twenty-three and a half months of capitalized interest. Interest payments on the 2021 Bonds will be made every May 1 and November 1, and principal payments on the 2021 Bonds will be made every May 1 beginning on May 1, 2024. The 2021 Bonds are structured to be amortized in thirty annual installments following the capitalized interest period, as reflected on **Exhibit E**.

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

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2020-05 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

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

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2021 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2021 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

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

SECTION 9. CONFLICTS. This Resolution is intended to supplement Resolution 2020-05, which remains in full force and effect. This Resolution and Resolution 2020-05 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

APPROVED and **ADOPTED**, this 17th day of November, 2021.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

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

EXHIBIT A
Supplemental Engineer's Report

[attached beginning at following page]

EXHIBIT B
Supplemental Assessment Report

[attached beginning at following page]

EXHIBIT C
Maturities and Coupon of Series 2021 Bonds

FORM 8038 STATISTICS

Viera Stewardship District
Special Assessment Revenue Bonds, Series 2021
(Village 2 - Series 2021 Project)
Sale Date: November 9, 2021
Final Numbers

Dated Date 11/19/2021
Delivery Date 11/19/2021

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity	
Series 2021 Term Bond due 2026:							
	05/01/2024	490,000.00	2.300%	99.663	488,348.70	490,000.00	
	05/01/2025	500,000.00	2.300%	99.663	498,315.00	500,000.00	
	05/01/2026	515,000.00	2.300%	99.663	513,264.45	515,000.00	
Series 2021 Term Bond due 2031:							
	05/01/2027	525,000.00	2.800%	99.341	521,540.25	525,000.00	
	05/01/2028	540,000.00	2.800%	99.341	536,441.40	540,000.00	
	05/01/2029	555,000.00	2.800%	99.341	551,342.55	555,000.00	
	05/01/2030	575,000.00	2.800%	99.341	571,210.75	575,000.00	
	05/01/2031	590,000.00	2.800%	99.341	586,111.90	590,000.00	
Series 2021 Term Bond due 2041:							
	05/01/2032	605,000.00	3.125%	99.205	600,190.25	605,000.00	
	05/01/2033	625,000.00	3.125%	99.205	620,031.25	625,000.00	
	05/01/2034	645,000.00	3.125%	99.205	639,872.25	645,000.00	
	05/01/2035	665,000.00	3.125%	99.205	659,713.25	665,000.00	
	05/01/2036	690,000.00	3.125%	99.205	684,514.50	690,000.00	
	05/01/2037	710,000.00	3.125%	99.205	704,355.50	710,000.00	
	05/01/2038	730,000.00	3.125%	99.205	724,196.50	730,000.00	
	05/01/2039	755,000.00	3.125%	99.205	748,997.75	755,000.00	
	05/01/2040	780,000.00	3.125%	99.205	773,799.00	780,000.00	
	05/01/2041	805,000.00	3.125%	99.205	798,600.25	805,000.00	
Series 2021 Term Bond due 2053:							
	05/01/2042	835,000.00	4.000%	104.978	876,566.30	835,000.00	
	05/01/2043	865,000.00	4.000%	104.978	908,059.70	865,000.00	
	05/01/2044	900,000.00	4.000%	104.978	944,802.00	900,000.00	
	05/01/2045	940,000.00	4.000%	104.978	986,793.20	940,000.00	
	05/01/2046	975,000.00	4.000%	104.978	1,023,535.50	975,000.00	
	05/01/2047	1,015,000.00	4.000%	104.978	1,065,526.70	1,015,000.00	
	05/01/2048	1,060,000.00	4.000%	104.978	1,112,766.80	1,060,000.00	
	05/01/2049	1,100,000.00	4.000%	104.978	1,154,758.00	1,100,000.00	
	05/01/2050	1,145,000.00	4.000%	104.978	1,201,998.10	1,145,000.00	
	05/01/2051	1,195,000.00	4.000%	104.978	1,254,487.10	1,195,000.00	
	05/01/2052	1,240,000.00	4.000%	104.978	1,301,727.20	1,240,000.00	
	05/01/2053	1,295,000.00	4.000%	104.978	1,359,465.10	1,295,000.00	
					23,865,000.00	24,411,331.20	23,865,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2053	4.000%	1,359,465.10	1,295,000.00		
Entire Issue			24,411,331.20	23,865,000.00	19.6759	3.2418%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	681,666.73
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	660,753.13

EXHIBIT D
Sources and Uses of Funds for Series 2021 Bonds

SOURCES AND USES OF FUNDS

Viera Stewardship District
Special Assessment Revenue Bonds, Series 2021
(Village 2 - Series 2021 Project)
Sale Date: November 9, 2021
Final Numbers

Sources:

Bond Proceeds:	
Par Amount	23,865,000.00
Net Premium	546,331.20
	<hr/>
	24,411,331.20

Uses:

Project Fund Deposits:	
Project Fund	21,442,109.21
Other Fund Deposits:	
Debt Service Reserve Fund @ 50% of MADS	660,753.13
Capitalized Interest Fund Thru 11/1/2023	<hr/> 1,626,802.13
	2,287,555.26
Delivery Date Expenses:	
Cost of Issuance	204,366.73
Underwriter's Discount	<hr/> 477,300.00
	681,666.73
	<hr/>
	24,411,331.20

EXHIBIT E
Annual Debt Service Payment Due on Series 2021 Bonds

BOND DEBT SERVICE

Viera Stewardship District
Special Assessment Revenue Bonds, Series 2021
(Village 2 - Series 2021 Project)
Sale Date: November 9, 2021
Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
11/01/2022			792,544.63	792,544.63	23,865,000	23,865,000
11/01/2023			834,257.50	834,257.50	23,865,000	23,865,000
11/01/2024	490,000	2.300%	828,622.50	1,318,622.50	23,375,000	23,375,000
11/01/2025	500,000	2.300%	817,237.50	1,317,237.50	22,875,000	22,875,000
11/01/2026	515,000	2.300%	805,565.00	1,320,565.00	22,360,000	22,360,000
11/01/2027	525,000	2.800%	792,292.50	1,317,292.50	21,835,000	21,835,000
11/01/2028	540,000	2.800%	777,382.50	1,317,382.50	21,295,000	21,295,000
11/01/2029	555,000	2.800%	762,052.50	1,317,052.50	20,740,000	20,740,000
11/01/2030	575,000	2.800%	746,232.50	1,321,232.50	20,165,000	20,165,000
11/01/2031	590,000	2.800%	729,922.50	1,319,922.50	19,575,000	19,575,000
11/01/2032	605,000	3.125%	712,209.38	1,317,209.38	18,970,000	18,970,000
11/01/2033	625,000	3.125%	692,990.63	1,317,990.63	18,345,000	18,345,000
11/01/2034	645,000	3.125%	673,146.88	1,318,146.88	17,700,000	17,700,000
11/01/2035	665,000	3.125%	652,678.13	1,317,678.13	17,035,000	17,035,000
11/01/2036	690,000	3.125%	631,506.25	1,321,506.25	16,345,000	16,345,000
11/01/2037	710,000	3.125%	609,631.25	1,319,631.25	15,635,000	15,635,000
11/01/2038	730,000	3.125%	587,131.25	1,317,131.25	14,905,000	14,905,000
11/01/2039	755,000	3.125%	563,928.13	1,318,928.13	14,150,000	14,150,000
11/01/2040	780,000	3.125%	539,943.76	1,319,943.76	13,370,000	13,370,000
11/01/2041	805,000	3.125%	515,178.13	1,320,178.13	12,565,000	12,565,000
11/01/2042	835,000	4.000%	485,900.00	1,320,900.00	11,730,000	11,730,000
11/01/2043	865,000	4.000%	451,900.00	1,316,900.00	10,865,000	10,865,000
11/01/2044	900,000	4.000%	416,600.00	1,316,600.00	9,965,000	9,965,000
11/01/2045	940,000	4.000%	379,800.00	1,319,800.00	9,025,000	9,025,000
11/01/2046	975,000	4.000%	341,500.00	1,316,500.00	8,050,000	8,050,000
11/01/2047	1,015,000	4.000%	301,700.00	1,316,700.00	7,035,000	7,035,000
11/01/2048	1,060,000	4.000%	260,200.00	1,320,200.00	5,975,000	5,975,000
11/01/2049	1,100,000	4.000%	217,000.00	1,317,000.00	4,875,000	4,875,000
11/01/2050	1,145,000	4.000%	172,100.00	1,317,100.00	3,730,000	3,730,000
11/01/2051	1,195,000	4.000%	125,300.00	1,320,300.00	2,535,000	2,535,000
11/01/2052	1,240,000	4.000%	76,600.00	1,316,600.00	1,295,000	1,295,000
11/01/2053	1,295,000	4.000%	25,900.00	1,320,900.00		
	23,865,000		17,318,953.42	41,183,953.42		

BOND DEBT SERVICE

Viera Stewardship District
 Special Assessment Revenue Bonds, Series 2021
 (Village 2 - Series 2021 Project)
 Sale Date: November 9, 2021
 Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/19/2021						23,865,000	23,865,000
05/01/2022			375,415.88	375,415.88		23,865,000	23,865,000
11/01/2022			417,128.75	417,128.75	792,544.63	23,865,000	23,865,000
05/01/2023			417,128.75	417,128.75		23,865,000	23,865,000
11/01/2023			417,128.75	417,128.75	834,257.50	23,865,000	23,865,000
05/01/2024	490,000	2.300%	417,128.75	907,128.75		23,375,000	23,375,000
11/01/2024			411,493.75	411,493.75	1,318,622.50	23,375,000	23,375,000
05/01/2025	500,000	2.300%	411,493.75	911,493.75		22,875,000	22,875,000
11/01/2025			405,743.75	405,743.75	1,317,237.50	22,875,000	22,875,000
05/01/2026	515,000	2.300%	405,743.75	920,743.75		22,360,000	22,360,000
11/01/2026			399,821.25	399,821.25	1,320,565.00	22,360,000	22,360,000
05/01/2027	525,000	2.800%	399,821.25	924,821.25		21,835,000	21,835,000
11/01/2027			392,471.25	392,471.25	1,317,292.50	21,835,000	21,835,000
05/01/2028	540,000	2.800%	392,471.25	932,471.25		21,295,000	21,295,000
11/01/2028			384,911.25	384,911.25	1,317,382.50	21,295,000	21,295,000
05/01/2029	555,000	2.800%	384,911.25	939,911.25		20,740,000	20,740,000
11/01/2029			377,141.25	377,141.25	1,317,052.50	20,740,000	20,740,000
05/01/2030	575,000	2.800%	377,141.25	952,141.25		20,165,000	20,165,000
11/01/2030			369,091.25	369,091.25	1,321,232.50	20,165,000	20,165,000
05/01/2031	590,000	2.800%	369,091.25	959,091.25		19,575,000	19,575,000
11/01/2031			360,831.25	360,831.25	1,319,922.50	19,575,000	19,575,000
05/01/2032	605,000	3.125%	360,831.25	965,831.25		18,970,000	18,970,000
11/01/2032			351,378.13	351,378.13	1,317,209.38	18,970,000	18,970,000
05/01/2033	625,000	3.125%	351,378.13	976,378.13		18,345,000	18,345,000
11/01/2033			341,612.50	341,612.50	1,317,990.63	18,345,000	18,345,000
05/01/2034	645,000	3.125%	341,612.50	986,612.50		17,700,000	17,700,000
11/01/2034			331,534.38	331,534.38	1,318,146.88	17,700,000	17,700,000
05/01/2035	665,000	3.125%	331,534.38	996,534.38		17,035,000	17,035,000
11/01/2035			321,143.75	321,143.75	1,317,678.13	17,035,000	17,035,000
05/01/2036	690,000	3.125%	321,143.75	1,011,143.75		16,345,000	16,345,000
11/01/2036			310,362.50	310,362.50	1,321,506.25	16,345,000	16,345,000
05/01/2037	710,000	3.125%	310,362.50	1,020,362.50		15,635,000	15,635,000
11/01/2037			299,268.75	299,268.75	1,319,631.25	15,635,000	15,635,000
05/01/2038	730,000	3.125%	299,268.75	1,029,268.75		14,905,000	14,905,000
11/01/2038			287,862.50	287,862.50	1,317,131.25	14,905,000	14,905,000
05/01/2039	755,000	3.125%	287,862.50	1,042,862.50		14,150,000	14,150,000
11/01/2039			276,065.63	276,065.63	1,318,928.13	14,150,000	14,150,000
05/01/2040	780,000	3.125%	276,065.63	1,056,065.63		13,370,000	13,370,000
11/01/2040			263,878.13	263,878.13	1,319,943.76	13,370,000	13,370,000
05/01/2041	805,000	3.125%	263,878.13	1,068,878.13		12,565,000	12,565,000
11/01/2041			251,300.00	251,300.00	1,320,178.13	12,565,000	12,565,000
05/01/2042	835,000	4.000%	251,300.00	1,086,300.00		11,730,000	11,730,000
11/01/2042			234,600.00	234,600.00	1,320,900.00	11,730,000	11,730,000
05/01/2043	865,000	4.000%	234,600.00	1,099,600.00		10,865,000	10,865,000
11/01/2043			217,300.00	217,300.00	1,316,900.00	10,865,000	10,865,000
05/01/2044	900,000	4.000%	217,300.00	1,117,300.00		9,965,000	9,965,000
11/01/2044			199,300.00	199,300.00	1,316,600.00	9,965,000	9,965,000
05/01/2045	940,000	4.000%	199,300.00	1,139,300.00		9,025,000	9,025,000
11/01/2045			180,500.00	180,500.00	1,319,800.00	9,025,000	9,025,000
05/01/2046	975,000	4.000%	180,500.00	1,155,500.00		8,050,000	8,050,000
11/01/2046			161,000.00	161,000.00	1,316,500.00	8,050,000	8,050,000
05/01/2047	1,015,000	4.000%	161,000.00	1,176,000.00		7,035,000	7,035,000
11/01/2047			140,700.00	140,700.00	1,316,700.00	7,035,000	7,035,000
05/01/2048	1,060,000	4.000%	140,700.00	1,200,700.00		5,975,000	5,975,000
11/01/2048			119,500.00	119,500.00	1,320,200.00	5,975,000	5,975,000
05/01/2049	1,100,000	4.000%	119,500.00	1,219,500.00		4,875,000	4,875,000
11/01/2049			97,500.00	97,500.00	1,317,000.00	4,875,000	4,875,000
05/01/2050	1,145,000	4.000%	97,500.00	1,242,500.00		3,730,000	3,730,000
11/01/2050			74,600.00	74,600.00	1,317,100.00	3,730,000	3,730,000
05/01/2051	1,195,000	4.000%	74,600.00	1,269,600.00		2,535,000	2,535,000
11/01/2051			50,700.00	50,700.00	1,320,300.00	2,535,000	2,535,000

BOND DEBT SERVICE

Viera Stewardship District
Special Assessment Revenue Bonds, Series 2021
(Village 2 - Series 2021 Project)
Sale Date: November 9, 2021
Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2052	1,240,000	4.000%	50,700.00	1,290,700.00		1,295,000	1,295,000
11/01/2052			25,900.00	25,900.00	1,316,600.00	1,295,000	1,295,000
05/01/2053	1,295,000	4.000%	25,900.00	1,320,900.00			
11/01/2053					1,320,900.00		
	23,865,000		17,318,953.42	41,183,953.42	41,183,953.42		

NET DEBT SERVICE

Viera Stewardship District
 Special Assessment Revenue Bonds, Series 2021
 (Village 2 - Series 2021 Project)
 Sale Date: November 9, 2021
 Final Numbers

Period Ending	Total Debt Service	Debt Service Reserve Fund @ 50% of MADS	Capitalized Interest Fund Thru 11/1/2023	Net Debt Service
11/01/2022	792,544.63		792,544.63	
11/01/2023	834,257.50		834,257.50	
11/01/2024	1,318,622.50			1,318,622.50
11/01/2025	1,317,237.50			1,317,237.50
11/01/2026	1,320,565.00			1,320,565.00
11/01/2027	1,317,292.50			1,317,292.50
11/01/2028	1,317,382.50			1,317,382.50
11/01/2029	1,317,052.50			1,317,052.50
11/01/2030	1,321,232.50			1,321,232.50
11/01/2031	1,319,922.50			1,319,922.50
11/01/2032	1,317,209.38			1,317,209.38
11/01/2033	1,317,990.63			1,317,990.63
11/01/2034	1,318,146.88			1,318,146.88
11/01/2035	1,317,678.13			1,317,678.13
11/01/2036	1,321,506.25			1,321,506.25
11/01/2037	1,319,631.25			1,319,631.25
11/01/2038	1,317,131.25			1,317,131.25
11/01/2039	1,318,928.13			1,318,928.13
11/01/2040	1,319,943.76			1,319,943.76
11/01/2041	1,320,178.13			1,320,178.13
11/01/2042	1,320,900.00			1,320,900.00
11/01/2043	1,316,900.00			1,316,900.00
11/01/2044	1,316,600.00			1,316,600.00
11/01/2045	1,319,800.00			1,319,800.00
11/01/2046	1,316,500.00			1,316,500.00
11/01/2047	1,316,700.00			1,316,700.00
11/01/2048	1,320,200.00			1,320,200.00
11/01/2049	1,317,000.00			1,317,000.00
11/01/2050	1,317,100.00			1,317,100.00
11/01/2051	1,320,300.00			1,320,300.00
11/01/2052	1,316,600.00			1,316,600.00
11/01/2053	1,320,900.00	660,753.13		660,146.87
	41,183,953.42	660,753.13	1,626,802.13	38,896,398.16

**VIERA
STEWARDSHIP DISTRICT**

8

VIERA STEWARDSHIP DISTRICT
Acquisition of Village 1 Neighborhood
Stormwater Drainage Improvements
and Work Product
2021



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | **VIERA**.com

_____, 2021

Viera Stewardship District
c/o Mr. Craig A. Wrathell, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Acquisition of Village 1 Neighborhood Stormwater Drainage Improvements and Work Product

Dear Mr. Wrathell:

The Viera Company has substantially completed and wishes to convey to the District certain stormwater drainage improvements constructed within residential neighborhood in Village 1 of the Viera master planned community. Those improvements are more particularly set forth in **Exhibit A** attached hereto (the “**Improvements**”). The Viera Company wishes to convey the Improvements and the associated plans, designs, permits and other work product (the “**Work Product**”), all as identified on **Exhibit A** attached hereto, to the District.

The estimated value of the Improvements is \$_____. Such estimated value is equal to or less than each of the following: (i) what was actually paid by The Viera Company to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.

THE VIERA COMPANY, a Florida corporation

By: Todd J. Pokrywa
Its: President

ACKNOWLEDGED AND AGREED TO BY:

Vice Chairperson
Viera Stewardship District

cc: Jennifer Kilinski, District Counsel
Hassan Kamal, P.E., District Engineer

Enclosure

EXHIBIT A
Description of Improvements and Work Product

Improvements:

Stormwater Improvements: All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within platted drainage easement areas over which the Viera Stewardship District has been granted easement rights in the neighborhood plats referenced below:

AVALONIA SUBDIVISION

- A. Phase 1, Plat Book 68, Page 6

KERRINGTON AT ADDISON VILLAGE

- A. Phase 1, Plat Book 61, Page 83
- B. Phase 2, Plat Book 64, Page 25
- C. Tract P, Plat Book 63, Page 41

LOREN COVE AT ADDISON VILLAGE

- A. Phase 1, Plat Book 62, Page 62
- B. Phase 2, Plat Book 64, Page 20

LOREN COVE SOUTH

- A. Phase 1, Plat Book 65, Page 67
- B. Phase 2, Plat Book 66, Page 9

REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE

- A. Phase 1, Plat Book 61, Page 37
- B. Phase 2, Plat Book 63, Page 30
- C. Phase 3, Plat Book 3, Page 89
- D. Phase 4, Plat Book 65, Page 57

REELING PARK SOUTH

- A. Phase 1, Plat Book 68, Page 2
- B. Phase 2, Plat Book 68, Page 20
- C. Phase 3, Plat Book 70, Page 1

SENDERO COVE & SIERRA COVE AT ADDISON VILLAGE

- A. Phase 1, Plat Book 67, Page 1
- B. Phase 2, Plat Book 68, Page 74
- C. Phase 3, Plat Book 69, Page 56
- D. Phase 4 & 5, Plat Book 70, Page 15

STONECREST AT ADDISON VILLAGE

- A. Phase 1, Plat Book 65, Page 89
- B. Phase 2, Plat Book 66, Page 17
- C. Phase 3, Plat Book 67, Page 36
- D. Phase 4, Plat Book 68, Page 97

STROM PARK

- A. Phase 1, Plat Book 59, Page 71
- B. Phase 2, Plat Book 60, Page 42
- C. Phase 3, Plat Book 60, Page 80
- D. Phase 4, Plat Book 60, Page 91
- E. Phase 5, 6 and 8, Plat Book 61, Page 19
- F. Phase 7, Plat Book 61, Page 1

TRASONA AT ADDISON VILLAGE

- A. Phases 1 & 2, Plat Book 61, Page 57
- B. Phase 3, Plat Book 62, Page 48
- C. Phase 4, Road Plat Book 3, Page 88
- D. Phase 5, Plat Book 63, Page 72
- E. Phase 6, Plat Book 64, Page 1
- F. Phase 7, Plat Book 64, Page 52
- G. Phase 8, Plat Book 65, Page 73
- H. Phase 9, Plat Book 66, page 73

VALENCIA AT ADDISON VILLAGE

- A. Phase 1, Plat Book 62, Page 57
- B. Phase 2, Plat Book 64, Page 88

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, bonds, demolition and excavation permits, utility permits, drainage rights, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF VILLAGE 1 STORMWATER MANAGEMENT IMPROVEMENTS
AND WORK PRODUCT**

_____, 2021

Board of Supervisors
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida):
Acquisition of Village 1 Stormwater Management Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of B.S.E. Consultants, Inc. ("**District Engineer**"), as District Engineer for the Viera Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from The Viera Company ("**Developer**") of certain stormwater management improvements ("**Improvements**") and associated work product ("**Work Product**") within Village 1 of the Viera master planned community, all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Village 1 Stormwater Management Improvements and Work Product]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-built plans, and other documents.
2. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation, Brevard County, Florida, City of Cocoa, Florida, and other applicable governmental standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
3. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. District Engineer further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by the District Engineer in conjunction therewith and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.
4. The estimated value of the Improvements is \$_____. Such estimated value is equal to or less than each of the following: (i) what was actually paid

by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

Hassan Kamal, P.E.
B.S.E. Consultants, Inc.
Florida Registration No. _____
District Engineer

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2021 by Hassan Kamal, P.E. of B.S.E. Consultants, Inc. who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

EXHIBIT A
Description of Improvements – Village 1 Stormwater Management Improvements

Improvements:

Stormwater Improvements: All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within platted drainage easement areas over which the Viera Stewardship District has been granted easement rights in the neighborhood plats referenced below (collectively, the “Plats”):

AVALONIA SUBDIVISION

Phase 1, Plat Book 68, Page 6

KERRINGTON AT ADDISON VILLAGE

Phase 1, Plat Book 61, Page 83
Phase 2, Plat Book 64, Page 25
Tract P, Plat Book 63, Page 41

LOREN COVE AT ADDISON VILLAGE

Phase 1, Plat Book 62, Page 62
Phase 2, Plat Book 64, Page 20

LOREN COVE SOUTH

Phase 1, Plat Book 65, Page 67
Phase 2, Plat Book 66, Page 9

REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE

Phase 1, Plat Book 61, Page 37
Phase 2, Plat Book 63, Page 30
Phase 3, Plat Book 3, Page 89
Phase 4, Plat Book 65, Page 57

REELING PARK SOUTH

Phase 1, Plat Book 68, Page 2
Phase 2, Plat Book 68, Page 20
Phase 3, Plat Book 70, Page 1

SENDERO COVE & SIERRA COVE AT ADDISON VILLAGE

Phase 1, Plat Book 67, Page 1
Phase 2, Plat Book 68, Page 74
Phase 3, Plat Book 69, Page 56
Phase 4 & 5, Plat Book 70, Page 15

STONECREST AT ADDISON VILLAGE

Phase 1, Plat Book 65, Page 89
Phase 2, Plat Book 66, Page 17
Phase 3, Plat Book 67, Page 36

Phase 4, Plat Book 68, Page 97

STROM PARK

Phase 1, Plat Book 59, Page 71
Phase 2, Plat Book 60, Page 42
Phase 3, Plat Book 60, Page 80
Phase 4, Plat Book 60, Page 91
Phase 5, 6 and 8, Plat Book 61, Page 19
Phase 7, Plat Book 61, Page 1

TRASONA AT ADDISON VILLAGE

Phases 1 & 2, Plat Book 61, Page 57
Phase 3, Plat Book 62, Page 48
Phase 4, Road Plat Book 3, Page 88
Phase 5, Plat Book 63, Page 72
Phase 6, Plat Book 64, Page 1
Phase 7, Plat Book 64, Page 52
Phase 8, Plat Book 65, Page 73
Phase 9, Plat Book 66, page 73

VALENCIA AT ADDISON VILLAGE

Phase 1, Plat Book 62, Page 57
Phase 2, Plat Book 64, Page 88

**CONTRACTOR RELEASE
ACQUISITION OF VILLAGE 1 STORMWATER MANAGEMENT
IMPROVEMENTS AND WORK PRODUCT**

(BREWER PAVING & DEVELOPMENT, LLC)

THIS CONTRACTOR RELEASE (this “**Release**”) is made to be effective as of the ____ day of _____ 2021 by **Brewer Paving & Development, LLC**, a Florida limited liability company, with a principal address of 3190 Grissom Parkway, Cocoa, FL 32926 (“**Contractor**”), in favor of the **Viera Stewardship District** (“**District**”), a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd., Suite 410W, Boca Raton, FL 33431.

RECITALS

WHEREAS, pursuant to that certain agreement (“**Contract**”) between Contractor and The Viera Company, a Florida corporation (“**Developer**”), Contractor has constructed for Developer certain stormwater management improvements as described in **Exhibit A** (the “**Improvements**”); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought

against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby certifies to the District that it has been fully compensated for its services and work related to the achievement of substantial completion of the Improvements as of the date of this Release. Contractor further certifies that, as of the date of this Release, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements through the achievement of substantial completion of the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

BREWER PAVING & DEVELOPMENT, LLC,
a Florida limited liability company,

By: _____
Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2021 by _____ of Brewer Paving & Development, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

**RELEASE OF RESTRICTIONS ON VIERA STEWARDSHIP DISTRICT'S
RIGHT TO USE AND RELY UPON REPORTS AND SERVICES CREATED
OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF
CERTAIN INFRASTRUCTURE IMPROVEMENTS**

**(UNIVERSAL ENGINEERING SCIENCES)
(Village 1 Stormwater Management Improvements)**

THIS RELEASE (this “**Release**”) is made the ___ day of _____ 2021, by **Universal Engineering Sciences, LLC, a Florida limited liability company (“Professional”)**, with an address of 820 Brevard Ave., Rockledge, FL 32955, in favor of **Viera Stewardship District (“District”)**, a local unit of special purpose government, being situated in Brevard County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd., Suite 410W, Boca Raton, FL 33431.

RECITALS

WHEREAS, Professional has undertaken soil testing services and prepared related reports in connection with the construction of certain stormwater management improvements as described in **Exhibit A** (the “**Improvements**”) for The Viera Company, a Florida corporation (the “**Developer**”) as owner and developer of lands within the District (said services and reports of the Professional relating to the Improvements being the “**Work Product**”); and

WHEREAS, the District subsequently intends to acquire the Improvements and the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. RELEASE. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product, and Professional is not waiving or releasing any rights with respect to future work to be conducted for the Developer pursuant to its existing agreement or a future agreement.

**UNIVERSAL ENGINEERING SCIENCES, LLC,
a Florida limited liability company**

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2021 by _____ of Universal Engineering Sciences, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**RELEASE OF RESTRICTIONS ON VIERA STEWARDSHIP DISTRICT'S
RIGHT TO USE AND RELY UPON DRAWINGS, PLANS,
SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES
CREATED OR UNDERTAKEN IN CONNECTION WITH THE
CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS**

**(B.S.E. CONSULTANTS)
(Village 1 Stormwater Management Systems)**

THIS RELEASE (this “**Release**”) is made the ___ day of _____ 2021, by **B.S.E. Consultants, Inc., a Florida corporation (“Professional”)**, with an address of 312 Harbor City Blvd., Melbourne, FL 32901, in favor of **Viera Stewardship District (“District”)**, a local unit of special purpose government, being situated in Brevard County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd., Suite 410W, Boca Raton, FL 33431.

RECITALS

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain stormwater management improvements as described in **Exhibit A** (the “**Improvements**”), for The Viera Company, a Florida corporation (the “**Developer**”) as owner and developer of lands within the District (said services and plans, specifications and related documents of the Professional relating to the Improvements being the “**Work Product**”); and

WHEREAS, the District subsequently intends to acquire the Improvements and the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. RELEASE. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby certifies to the District that it has been fully compensated for its services and work related to the achievement of substantial completion of the Improvements and the related preparation of the Work Product as of the date of this Release. Professional further certifies that, as of the date of this Release, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a waiver and release of lien for any payments due to Professional by Developer or District for the Work Product through the achievement of substantial completion of the Improvements and the related preparation of the Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product, and Professional is not waiving or releasing any rights with respect to future work to be conducted for the Developer pursuant to its existing agreement or a future agreement.

**B.S.E. CONSULTANTS, INC.,
a Florida corporation**

By: Hassan Kamal
Its: Vice President

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2021 by Hassan Kamal, as Vice President of B.S.E. Consultants, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

DEVELOPER BILL OF SALE & ASSIGNMENT
[ACQUISITION OF VILLAGE 1 STORMWATER MANAGEMENT SYSTEM
IMPROVEMENTS AND WORK PRODUCT]

This *Developer Bill of Sale & Assignment* (this “**Bill of Sale**”) evidencing the conveyance of certain “Improvements” and “Work Product” described herein is made to be effective the ____ day of _____ 2021 by **The Viera Company, a Florida corporation (“Grantor”)**, a Florida corporation, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to the **Viera Stewardship District (“Grantee”)**, a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within platted drainage easement areas over which the Viera Stewardship District has been granted easement rights in the neighborhood plats referenced in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Improvements**”).
2. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, bonds, demolition and excavation permits, utility permits, drainage rights, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”).
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that Grantor and Grantee may independently exercise such rights).

To have and to hold all of the foregoing unto Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto Grantee against the lawful claims and demands of all persons whatsoever.

c. Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by Brevard County, Florida ("**County**"), the City of Cocoa, Florida ("**City**") or any other governmental entity in connection with the turnover of any of the Improvements to the County, City or other governmental entity, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name this ____ day of _____ 2021.

**THE VIERA COMPANY,
a Florida corporation**

By: Todd J. Pokrywa
Its: President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2021 by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation, (*check one*) who is personally known to me or who has produced a _____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

Exhibit A

The Neighborhood Plats

AVALONIA SUBDIVISION

Phase 1, Plat Book 68, Page 6

KERRINGTON AT ADDISON VILLAGE

Phase 1, Plat Book 61, Page 83
Phase 2, Plat Book 64, Page 25
Tract P, Plat Book 63, Page 41

LOREN COVE AT ADDISON VILLAGE

Phase 1, Plat Book 62, Page 62
Phase 2, Plat Book 64, Page 20

LOREN COVE SOUTH

Phase 1, Plat Book 65, Page 67
Phase 2, Plat Book 66, Page 9

REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE

Phase 1, Plat Book 61, Page 37
Phase 2, Plat Book 63, Page 30
Phase 3, Plat Book 3, Page 89
Phase 4, Plat Book 65, Page 57

REELING PARK SOUTH

Phase 1, Plat Book 68, Page 2
Phase 2, Plat Book 68, Page 20
Phase 3, Plat Book 70, Page 1

SENDERO COVE & SIERRA COVE AT ADDISON VILLAGE

Phase 1, Plat Book 67, Page 1
Phase 2, Plat Book 68, Page 74
Phase 3, Plat Book 69, Page 56
Phase 4 & 5, Plat Book 70, Page 15

STONECREST AT ADDISON VILLAGE

Phase 1, Plat Book 65, Page 89
Phase 2, Plat Book 66, Page 17
Phase 3, Plat Book 67, Page 36
Phase 4, Plat Book 68, Page 97

STROM PARK

Phase 1, Plat Book 59, Page 71
Phase 2, Plat Book 60, Page 42

Phase 3, Plat Book 60, Page 80
Phase 4, Plat Book 60, Page 91
Phase 5, 6 and 8, Plat Book 61, Page 19
Phase 7, Plat Book 61, Page 1

TRASONA AT ADDISON VILLAGE

Phases 1 & 2, Plat Book 61, Page 57
Phase 3, Plat Book 62, Page 48
Phase 4, Road Plat Book 3, Page 88
Phase 5, Plat Book 63, Page 72
Phase 6, Plat Book 64, Page 1
Phase 7, Plat Book 64, Page 52
Phase 8, Plat Book 65, Page 73
Phase 9, Plat Book 66, page 73

VALENCIA AT ADDISON VILLAGE

Phase 1, Plat Book 62, Page 57
Phase 2, Plat Book 64, Page 88

**ASSIGNMENT OF ENVIRONMENTAL RESOURCE PERMIT
(Village 1 Stormwater Management Systems)**

THIS ASSIGNMENT OF ENVIRONMENTAL RESOURCE PERMIT (this “**Assignment**”) is made as of the ___ day of _____ 2021 (the “**Effective Date**”) by and among THE VIERA COMPANY, a Florida corporation (“**TVC**”) and VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established under Chapter 2006-360, Laws of Florida (“**Establishing Act**”) and Chapter 189, Florida Statutes (“**VSD**”).

WITNESSETH:

WHEREAS, TVC obtained that certain Environmental Resource Permit from the St. John’s River Water Management District issued on _____ and having Permit No. _____ (the “**Permit**”) that relates to the stormwater management system and drainage components for the respective neighborhoods in Village 1 (i.e. Addison Village) of the Viera master planned community set forth in Exhibit “A” attached hereto and incorporated herein by this reference, with a copy of the Permit attached hereto as Exhibit “B” and incorporated herein by this reference;

WHEREAS, among the property subject to the Permit is the real property set forth in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”);

WHEREAS, the Permit affects the operation and maintenance of the stormwater management system and drainage components in certain platted drainage easement areas within the Property (collectively, the “**Stormwater Components**”) over which VSD has easement rights for operation and maintenance of the Stormwater Components;

WHEREAS, the VSD is the special district responsible for the operation and maintenance of stormwater management and drainage components within Village 1 of the Viera master planned community pursuant to its Establishing Act; and

WHEREAS, TVC has conveyed the Stormwater Components to the VSD and now desires to assign its rights and interests, and delegate its duties and obligations, as “permittee” under the Permit that are applicable to the Stormwater Components to VSD for VSD to operate and maintain the Stormwater Components in accordance with the applicable provisions of the Permit.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Assignment and Delegation:

(a) TVC hereby assigns its rights and interests, and delegates its duties and obligations, as “permittee” under the Permit that are applicable to the Stormwater Components to VSD as “permittee” in order for VSD to operate and maintain the Stormwater Components.

(b) VSD hereby accepts the foregoing assignment and delegation by TVC.

3. Indemnification. TVC agrees to, and hereby does, indemnify, save and hold VSD harmless from and against any and all loss, cost, expense, liability, damages, actions, causes of action, demands or claims arising out of or in connection with the actions of TVC or TVC’s employees, contractors, or other duly-authorized agents in connection with the Permit and the Stormwater Components accruing prior to the Effective Date.

4. Counterparts. This Assignment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their names by their respective corporate officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, and have intended this instrument to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

TVC:

THE VIERA COMPANY
a Florida corporation

Print Name: _____

By: _____
Name: Todd J. Pokrywa
Title: President

Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ____ physical presence or ____ online notarization this ____ day of _____ by Todd J. Pokrywa, as President of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver’s license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

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

Signed, sealed and delivered
in the presence of:

VSD:

VIERA STEWARDSHIP DISTRICT,
a special purpose unit of local government
established under Chapter 2006-360, Laws of
Florida and Chapter 189, Florida Statutes

Print Name:_____

By: _____
Name: Amy C. Mitchell
Title: Vice Chair

Print Name:_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by _____ physical
presence or _____ online notarization this ___ day of _____ by Amy C.
Mitchell as Vice Chair of VIERA STEWARDSHIP DISTRICT, a special purpose unit of local
government established under Chapter 2006-360, Laws of Florida and Chapter 189, Florida
Statutes, on behalf of the District. Said person (check one) is personally known to me,
produced a driver's license (issued by a state of the United States within the last five (5) years) as
identification, or produced other identification, to wit: _____.

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

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE.)

Exhibit "A"

The Property

AVALONIA SUBDIVISION

- A. Phase 1, Plat Book 68, Page 6

KERRINGTON AT ADDISON VILLAGE

- A. Phase 1, Plat Book 61, Page 83
- B. Phase 2, Plat Book 64, Page 25
- C. Tract P, Plat Book 63, Page 41

LOREN COVE AT ADDISON VILLAGE

- A. Phase 1, Plat Book 62, Page 62
- B. Phase 2, Plat Book 64, Page 20

LOREN COVE SOUTH

- A. Phase 1, Plat Book 65, Page 67
- B. Phase 2, Plat Book 66, Page 9

REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE

- A. Phase 1, Plat Book 61, Page 37
- B. Phase 2, Plat Book 63, Page 30
- C. Phase 3, Plat Book 3, Page 89
- D. Phase 4, Plat Book 65, Page 57

REELING PARK SOUTH

- A. Phase 1, Plat Book 68, Page 2
- B. Phase 2, Plat Book 68, Page 20
- C. Phase 3, Plat Book 70, Page 1

SENDERO COVE & SIERRA COVE AT ADDISON VILLAGE

- A. Phase 1, Plat Book 67, Page 1
- B. Phase 2, Plat Book 68, Page 74
- C. Phase 3, Plat Book 69, Page 56
- D. Phase 4 & 5, Plat Book 70, Page 15

STONECREST AT ADDISON VILLAGE

- A. Phase 1, Plat Book 65, Page 89
- B. Phase 2, Plat Book 66, Page 17
- C. Phase 3, Plat Book 67, Page 36
- D. Phase 4, Plat Book 68, Page 97

STROM PARK

- A. Phase 1, Plat Book 59, Page 71
- B. Phase 2, Plat Book 60, Page 42
- C. Phase 3, Plat Book 60, Page 80
- D. Phase 4, Plat Book 60, Page 91
- E. Phase 5, 6 and 8, Plat Book 61, Page 19
- F. Phase 7, Plat Book 61, Page 1

TRASONA AT ADDISON VILLAGE

- A. Phases 1 & 2, Plat Book 61, Page 57
- B. Phase 3, Plat Book 62, Page 48
- C. Phase 4, Road Plat Book 3, Page 88
- D. Phase 5, Plat Book 63, Page 72
- E. Phase 6, Plat Book 64, Page 1
- F. Phase 7, Plat Book 64, Page 52
- G. Phase 8, Plat Book 65, Page 73
- H. Phase 9, Plat Book 66, page 73

VALENCIA AT ADDISON VILLAGE

- A. Phase 1, Plat Book 62, Page 57
- B. Phase 2, Plat Book 64, Page 88

Exhibit "B"

Copy of the Permit

X:\LEGAL_VC\Viera Stewardship District (Public Records)\Turnover Correspondence\Master Turnover of Stormwater Components (Addison Village) (2021)\Assignment of SJRWMD Environmental Resource Permit to VSD.doc

**VIERA
STEWARDSHIP DISTRICT**

10

**REQUISITION – VIERA STEWARDSHIP DISTRICT
SERIES 2021 BONDS**

The undersigned, an Authorized Officer of Viera Stewardship District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2021 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of November 1, 2021 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 1

(B) Name of Payee: The Viera Company

(C) Amount Payable: **\$19,143,687.82**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable): Series 2021 Project Reimbursement

(E) Fund, Account or subaccount from which disbursement is to be made: Series 2021 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2021 Project and each represents a Cost of the Series 2021 Project, and has not previously been paid.

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

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

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

VIERA STEWARDSHIP DISTRICT

By:

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2021 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2021 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

By:

Consulting Engineer



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | VIERA.com

May 3, 2021

Viera Stewardship District
c/o Gary Moyer, District Manager
313 Campus Street
Celebration, FL 34747

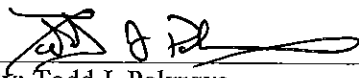
RE: Acquisition of Lake Andrew Drive Extension– Segment E,
Pineda Boulevard/Pineda Causeway Extension – Segment I Phase 1,
Public Infrastructure Improvements and Work Product

Dear Mr. Moyer:

The Viera Company has substantially completed and wishes to convey to the District certain improvements associated with the extensions of public rights-of-way Lake Andrew Drive, Pineda Causeway and Pineda Boulevard, and public infrastructure improvements, which improvements are more particularly set forth in the Engineer's Report (defined herein) (the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"), all as identified at **Exhibit A**, attached hereto, and located on certain tracts identified in the plat attached hereto as **Exhibit B**. The Viera Company wishes to convey the Improvements and the Work Product, which were included in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020 (the "Engineer's Report") to the District with the expectation that in the event the District issues bonds in the future, The Viera Company may be reimbursed for all or part of the Improvements and/or Work Product.

The total cost of constructing the Improvements and completing the Work Product is anticipated to be **\$14,546,530.40**, as described in Table 1. That said, The Viera Company estimates that an additional **\$2,300,932.17** remains to be paid to contractors ("**Remaining Amount**"). The Viera Company agrees to timely make payment for all Remaining Amounts and to ensure that no liens are placed on the property. The cost of constructing the Improvements will be finalized following certification by all government entities and final completion, and will not exceed the aforementioned **\$14,546,530.40**. Upon final completion, The Viera Company will advise the District of the precise final cost of constructing the Improvements and the Work Product, and provide an amended Table 1 listing the various components of such final cost, when that information is known. The Viera Company acknowledges that any future payment from the District shall not exceed (i) what was actually paid to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.

THE VIERA COMPANY, a Florida corporation


By: Todd J. Pokrywa
Its: President

ACKNOWLEDGED AND AGREED TO BY:

Vice Chairperson
Viera Stewardship District

cc: Jennifer Kilinski, District Counsel
Hassan Kamal, P.E., District Engineer

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

Roadway Improvements: All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within portions of public rights-of-way Lake Andrew Drive, Pineda Causeway, and Pineda Boulevard referenced in the Plat of Lake Andrew Drive – Segment E and Pineda Boulevard Segment I Phase 1 recorded in Plat Book 68, Page 43, of the Public Records of Brevard County, Florida (the “Plat”), being all of the public rights-of-way shown on the Plat (said public rights-of-way being the “Public Rights-of-Way”). A copy of the Plat is included as **Exhibit B**.

Stormwater Improvements: (1) Tract B on the Plat and (2) all stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located on Tract A on the Plat, Tract B on the Plat, or within public rights-of-way shown on the Plat. Stormwater Improvements exclude any private stormwater improvements that may be installed by the owner of Lot 2, Block A on the Plat that may affect Tract A or Tract B listed on the Plat.

Sanitary Sewer Improvements: (1) Tract C on the Plat and (2) all sanitary sewer force mains, gravity mains, lift stations and other sanitary sewer systems, components and related improvements, including, but not limited to, pipes and related sanitary sewer system components and improvements located on Tract C on the Plat, within public rights-of-way shown on the Plat, within public utility easement areas referenced on the Plat or in easement instruments recorded in the Brevard County Public Records affecting the property subject to the Plat.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, located within public rights-of-way shown on the Plat.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within public rights-of-way shown on the Plat.

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1 to Exhibit A– Reimbursable Costs

IMPROVEMENTS	
Invoice Number	Invoice Amount
JR Davis Construction Company	
125945	\$ 63,248.49
1256006	\$ 236,056.02
126085	\$ 1,048,084.42
126162	\$ 607,743.45
126251	\$ 1,470,672.00
126308	\$ 1,734,238.94
126390	\$ 1,630,563.44
126499	\$ 1,773,067.37
126576	\$ 1,456,204.57
126630	\$ 739,635.87
126684	\$ 885,124.66
126777	\$ 1,383,116.42
Subtotal all Improvements (Paid to Date) <i>*Note: 92.06% of total relates to VSD Work</i>	\$ 13,027,755.65
Estimated Remaining Amounts to Pay for VSD Work	\$2,285,932.17
Less non-VSD Work	\$ 1,218,240.05
Subtotal – VSD Work	\$ 14,095,447.77
WORK PRODUCT	
Invoice Number	Invoice Amount
B.S.E. Consultants	
12302	\$ 5,111.78
12448	\$ 3,925.20
12584	\$ 9,962.50
12696	\$ 4,217.95
12854	\$ 10,180.38
12937	\$ 15,025.06
13064	\$ 12,472.50
13287	\$ 28,243.57
13370	\$ 19,270.31
13561	\$ 23,136.45
13738	\$ 26,990.19
13893	\$ 14,800.14
14027	\$ 25,894.54
14165	\$ 8,284.95
14309	\$ 3,675.60
14623	\$ 2,906.99
14770	\$ 5,608.16
15620	\$ 5,423.27
15941	\$ 228.54

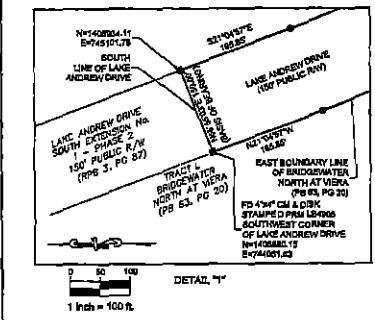
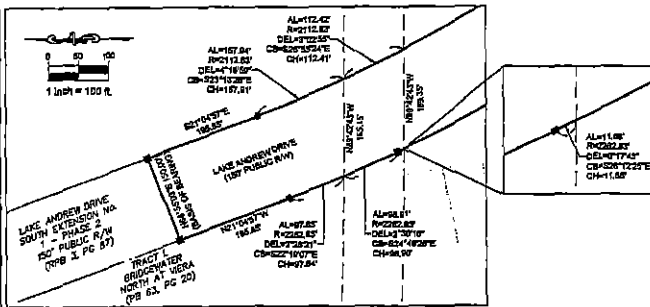
14028	\$	827.50
14166	\$	16,342.49
14310	\$	10,732.29
14464	\$	12,489.91
14624	\$	8,002.85
14771	\$	15,969.19
14839	\$	23,535.92
15036	\$	21,036.79
15189	\$	17,843.67
15333	\$	9,153.28
15492	\$	12,314.02
15621	\$	8,852.79
15781	\$	13,927.18
15942	\$	191.91
Subtotal all Improvements (Paid to Date)		
*Note: 92.06% of total relates to VSD Work	\$	396,577.87
Estimated Remaining Amounts to Pay for VSD Work		\$15,000.00
Less non-VSD Work	\$	31,488.28
Subtotal – VSD Work		\$380,089.59
Universal Engineering Sciences		
421217	\$	449.35
426597	\$	582.45
431834	\$	6,128.65
437175	\$	5,747.50
442262	\$	19,862.70
448333	\$	12,046.10
454953	\$	10,101.85
461542	\$	5,864.65
468873	\$	1,993.20
475935	\$	4,403.30
483241	\$	5,844.30
492173	\$	4,092.00
Subtotal all Improvements (Paid to Date)		
*Note: 92.06% of total relates to VSD Work	\$	77,116.05
Estimated Remaining Amounts to Pay for VSD Work		0.00
Less non-VSD Work		\$6,123.00
Subtotal – VSD Work		\$70,993.05
TOTALS:		\$14,546,530.40

EXHIBIT B

The Plat (See attached)

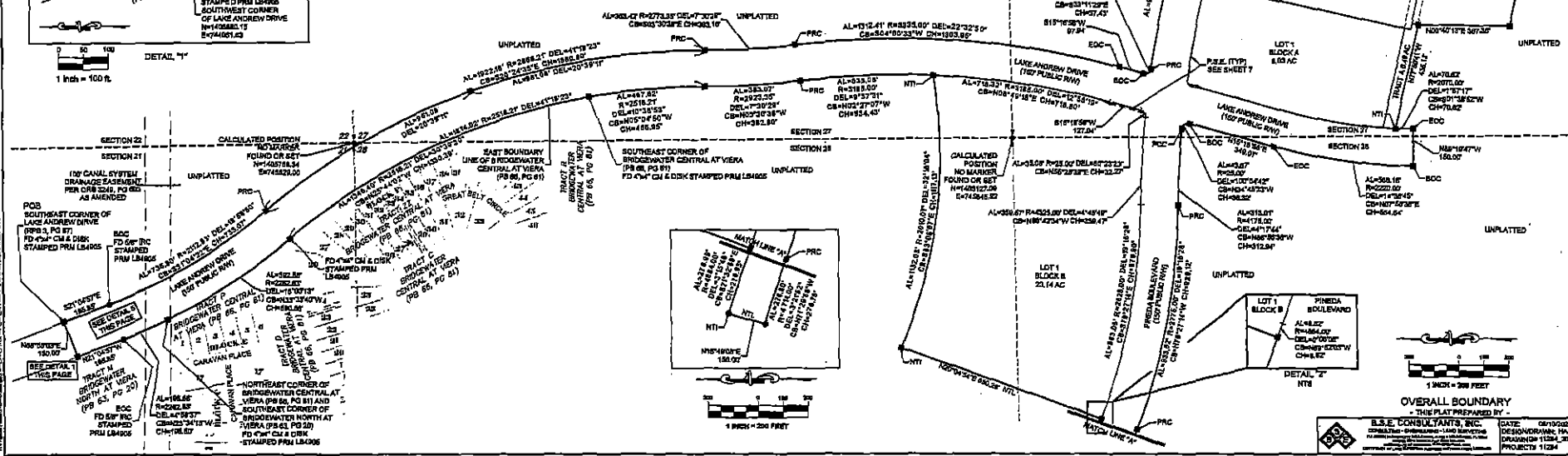
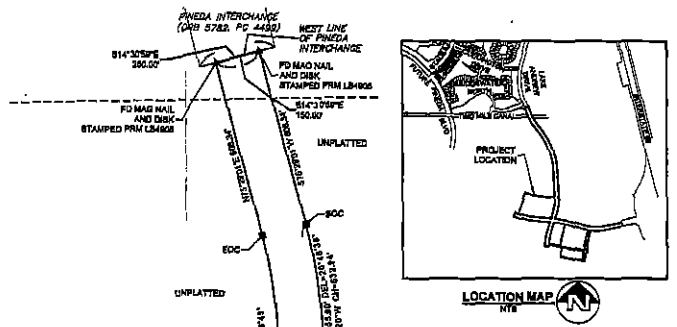
LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1

SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH,
RANGE 36 EAST BREVARD COUNTY, FLORIDA



- SURVEY SYMBOL LEGEND**
- ⊕ SECTION CORNER, MARKED AS NOTED
 - ⊕ 1/4 SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (PRM); SET 4x4 INCH CONCRETE MONUMENT WITH DISK STAMPED PERM LEAKS, UNLESS OTHERWISE NOTED
 - ▲ PERMANENT CONTROL POINT (PCP); SET 1/2" IRON ROD AND CAP STAMPED PCP LEAKS, UNLESS OTHERWISE NOTED
 - SET 3/8" IRON ROD AND CAP STAMPED PRM LEAKS, UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- MINUTES/SECONDS
 - SECONDS/THIRDS
 - DEGREES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - COR CORNER
 - DEL DELTA ANGLE
 - E EAST/EASTING
 - EOC END OF CURVE
 - FT FEET
 - ID IDENTIFICATION NUMBER
 - IRG IRON ROD AND CAP
 - N NORTH/NORTING
 - NAD NAD AND OSK
 - NOV08 NORTH AMERICAN VERTICAL DATUM 1988
 - NOV028 NATIONAL GEODETIC VERTICAL DATUM 1985
 - NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - NTS NOT TO SCALE
 - OROS OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - PC POINT OF CURVATURE
 - PCP PERMANENT CONTROL POINT
 - POS POSITION
 - PK PARKER-KOLEN
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - P.S.E. PUBLIC SIDEWALK EASEMENT
 - PT POINT OF TANGENCY
 - R RADIUS/RADIUS
 - R/W RIGHT-OF-WAY
 - RSE RAKE
 - RPL ROAD PLAT BOOK
 - S SOUTH
 - SEC SECTION
 - TWP TOWNSHIP
 - W WEST



OVERALL BOUNDARY
THIS IS ATTACHED BY

B.S.E. CONSULTANTS, INC.
DATE: 02/15/2020
DESIGN/NO. DRAWING: 1524-1000-000
DRAWING: 1524-1000-000
PROJECT: 1124

LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1

SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH,
 RANGE 36 EAST BREVARD COUNTY, FLORIDA

SURVEY SYMBOL LEGEND

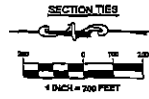
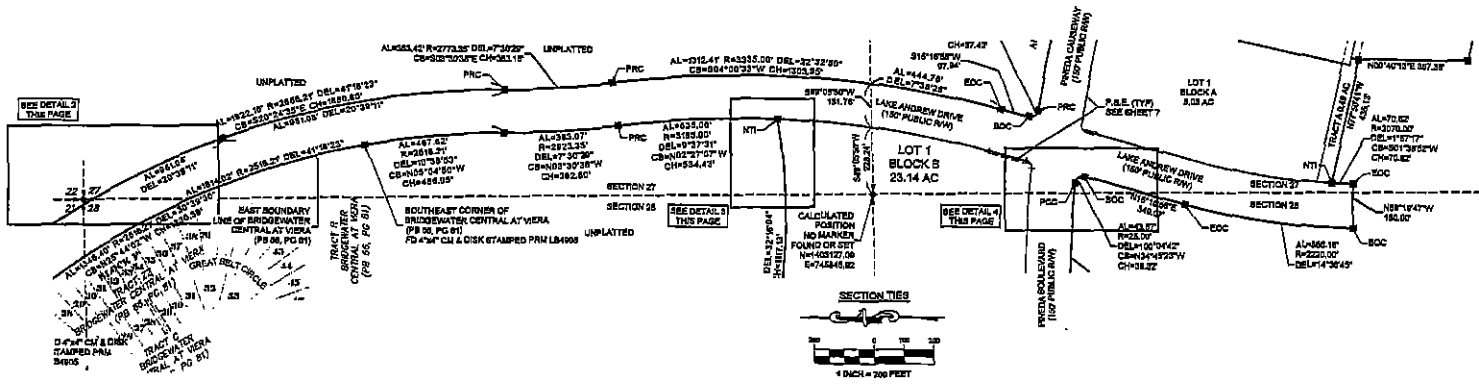
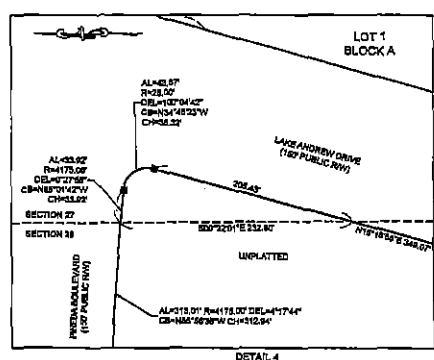
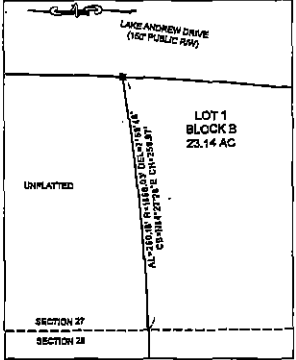
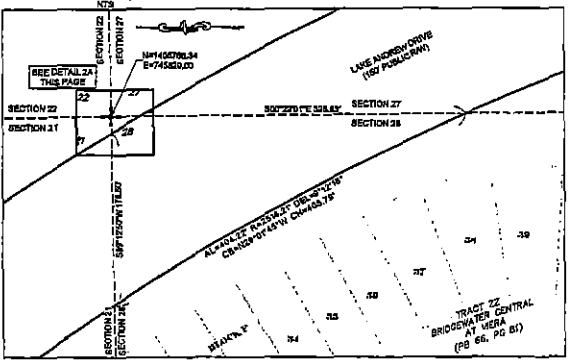
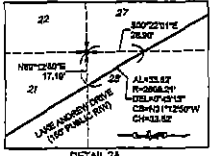
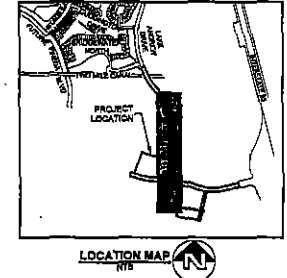
- ⊕ SECTION CORNER, MARKED AS NOTED
- ⊕ 1/4 SECTION CORNER, MARKED AS NOTED
- ⊕ PERMANENT REFERENCE MONUMENT (PRM) SET 424 INCH CONCRETE MONUMENT WITH DISK STAMPED PERM LB#605, UNLESS OTHERWISE NOTED
- ⊕ PERMANENT CONTROL POINT (PCP) SET 1/2" IRON ROD AND CAP STAMPED PCP LB#615, UNLESS OTHERWISE NOTED
- ⊕ SET 5/8" IRON ROD AND CAP STAMPED PRM LB#605, UNLESS OTHERWISE NOTED

ABBREVIATIONS

- M MINUTES/FEET
- SE CONSIDER INCHES
- D DEGREES
- AL ARC LENGTH
- BOG BEGINNING OF CURVE
- CB CHORD BEARING
- CL CHORD LENGTH
- CM CONCRETE MONUMENT
- CCR CORNER
- DEL DELTA ANGLE
- E EAST / EASTING
- EOC END OF CURVE
- FD FOUND
- FT FEET
- IDM IDENTIFICATION NUMBER
- IRC IRON ROD AND CAP
- N NORTH / NORTHING
- N&D NAIL AND DISK
- NAV08S NORTH AMERICAN VERTICAL DATUM 1985
- NGVD28 NATIONAL GEODETIC VERTICAL DATUM 1929

ABBREVIATIONS

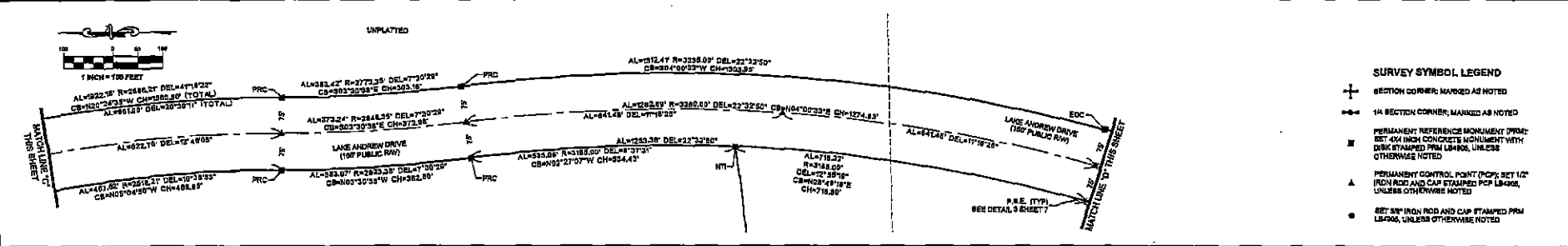
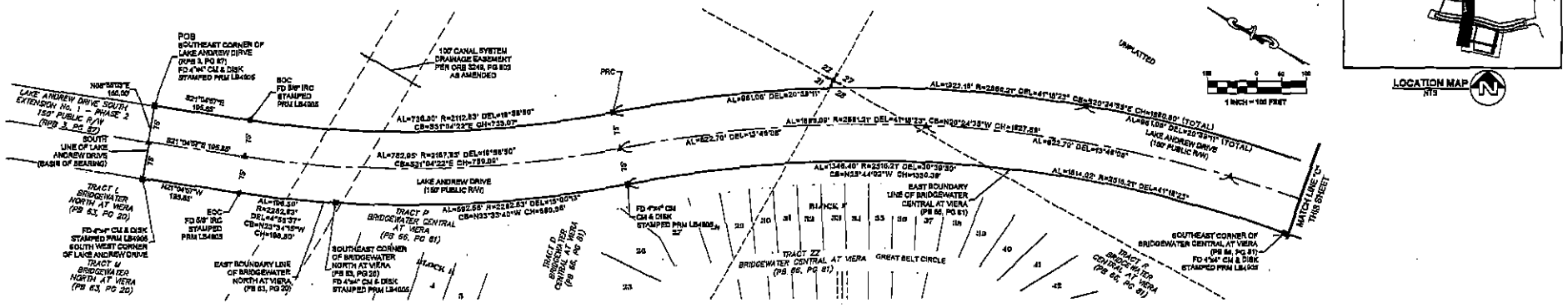
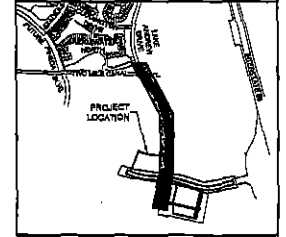
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- NTS NOT TO SCALE
- ORORS OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PC POINT OF CURVATURE
- PCP PERMANENT CONTROL POINT
- POB (P) PAGE(S)
- PK PARKER-KALEN
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- P.B.E. PUBLIC BULKHEAD EASEMENT
- PT POINT OF TANGENCY
- R RADIUS/RIGHT
- R/W RIGHT-OF-WAY
- RGE RANGE
- RPS ROAD PLAT BOOK
- S SOUTH
- SEC SECTION
- TWP TOWNSHIP
- W WEST



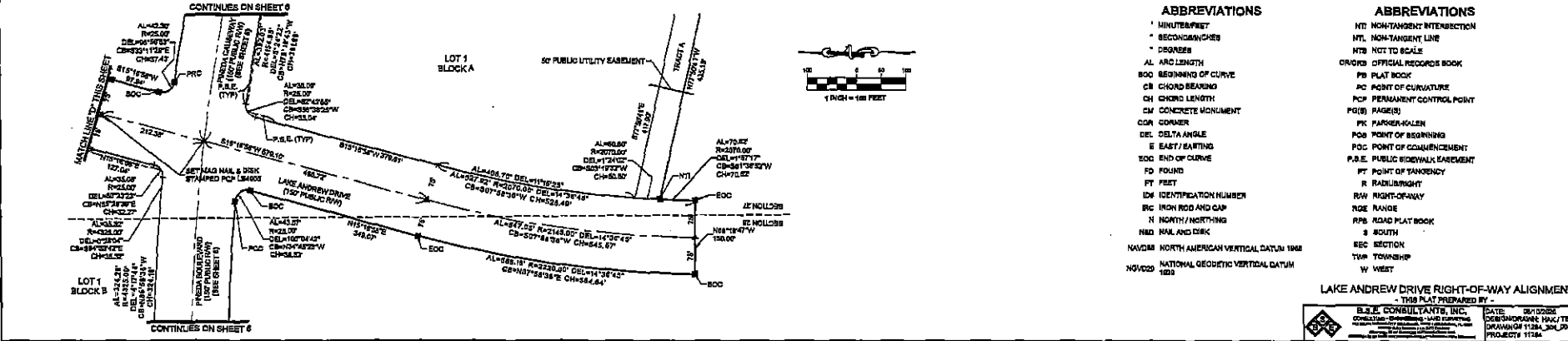
TIES TO SECTION & 1/4 SECTION CORNERS

LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1

SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA



- SURVEY SYMBOL LEGEND**
- ⊕ SECTION CORNER MARKED AS NOTED
 - ⊕ 14 SECTION CORNER MARKED AS NOTED
 - ▬ PERMANENT REFERENCE MONUMENT (PRM): SET 4x4 INCH CONCRETE MONUMENT WITH DISK STAMPED PPM LB#006, UNLESS OTHERWISE NOTED
 - ▲ PERMANENT CONTROL POINT (PCP): SET 1/2" IRON ROD AND CAP STAMPED PCP LB#06, UNLESS OTHERWISE NOTED
 - SET 3/8" IRON ROD AND CAP STAMPED PPM LB#06, UNLESS OTHERWISE NOTED



- ABBREVIATIONS**
- M MINUTE FEET
 - S SECOND FEET
 - D DEGREES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - CON CORNER
 - DEL DELTA ANGLE
 - E EAST / EASTING
 - EOC END OF CURVE
 - FO FOUND
 - FT FEET
 - IDM IDENTIFICATION NUMBER
 - IRC IRON ROD AND CAP
 - N NORTH / NORTHING
 - NAD83 NORTH AMERICAN VERTICAL DATUM 1983
 - NVD20 NATIONAL GEODETIC VERTICAL DATUM 2011
- ABBREVIATIONS**
- NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - NTS NOT TO SCALE
 - ORWB OFFICIAL RECORDS BOOK
 - FB PLAT BOOK
 - PC POINT OF CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PG(S) PAGE(S)
 - PK PARKER-HOLEN
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - P.B.E. PUBLIC BULKHEAD EASEMENT
 - PP POINT OF PAVEMENT
 - R RADIUS/RIGHT
 - ROW RIGHT-OF-WAY
 - RSE RANGE
 - RFB ROAD PLAT BOOK
 - S SOUTH
 - SEC SECTION
 - TWP TOWNSHIP
 - W WEST

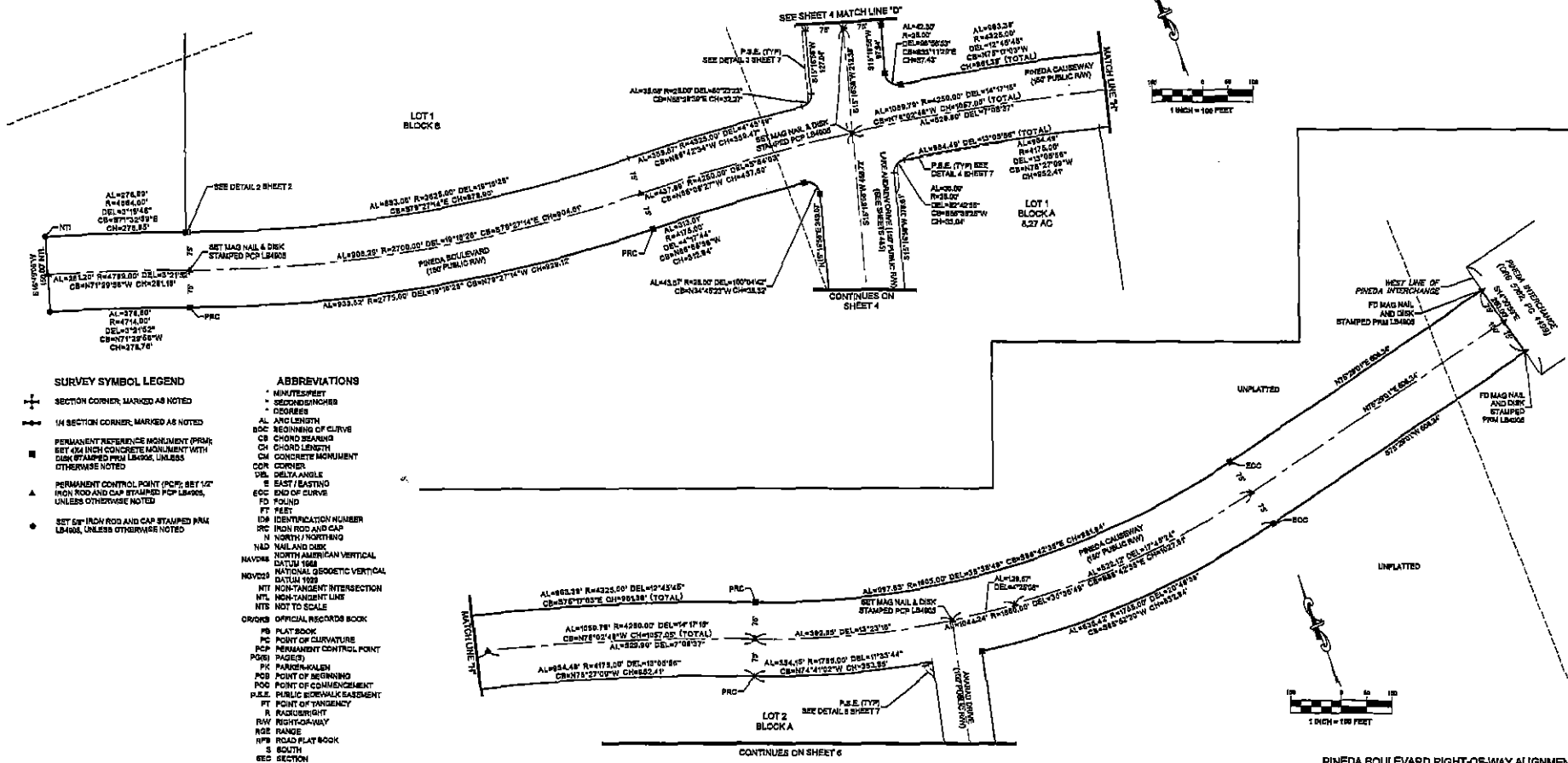
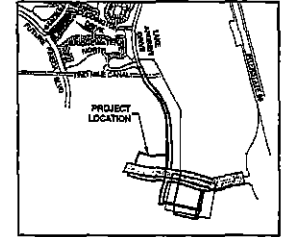
LAKE ANDREW DRIVE RIGHT-OF-WAY ALIGNMENT
 - THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
 2202 S.W. 10TH AVENUE, SUITE 200
 BOCA RATON, FLORIDA 33432
 PHONE: (561) 991-1100
 FAX: (561) 991-1101
 WWW: BSECONSULTANTS.COM

DATE: 08/02/2011
 DRAWING NO.: 1124_204-027
 PROJECT: 1124

LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1

SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH,
RANGE 36 EAST BREVARD COUNTY, FLORIDA



- SURVEY SYMBOL LEGEND**
- ⊕ SECTION CORNER, MARKED AS NOTED
 - ⊕ IN SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (PRM); SET 4x4 INCH CONCRETE MONUMENT WITH DISK (STAMPED FROM LOGS), UNLESS OTHERWISE NOTED
 - ▲ PERMANENT CONTROL POINT (PCP); SET 1/2" IRON ROD AND CAP STAMPED PCP LOGS, UNLESS OTHERWISE NOTED
 - SET 5/8" IRON ROD AND CAP STAMPED FROM LOGS, UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- M MINUTES PER DEGREE
 - S SECONDS PER DEGREE
 - D DEGREES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - CCR CORNER
 - DEL DELTA ANGLE
 - E EAST
 - EAST/EASTING
 - ECC END OF CURVE
 - FD FOUND
 - FT FEET
 - ID# IDENTIFICATION NUMBER
 - IR IRON ROD AND CAP
 - N NORTH/NORTHERING
 - N&D NAIL AND DISK
 - NAV08 NORTH AMERICAN VERTICAL DATUM 1983
 - NAV03 NATIONAL GEODETIC VERTICAL DATUM 1983
 - NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - NTS NOT TO SCALE
 - OR/OS OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - PC POINT OF CURVATURE
 - PERM PERMANENT CONTROL POINT
 - PGS PAGE(S)
 - PK PARABELLUM
 - POS POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - P.S.E. PUBLIC SIDEWALK EASEMENT
 - PT POINT OF TANGENCY
 - R RADIUS/RIGHT
 - RAW RIGHT-OF-WAY
 - RSE RANGE
 - RFB ROAD PLAT BOOK
 - S SOUTH
 - SEC SECTION
 - TWP TOWNSHIP
 - W WEST

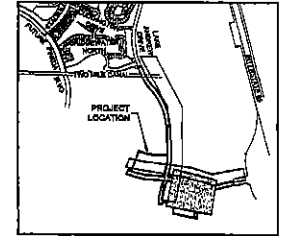
PINEDA BOULEVARD RIGHT-OF-WAY ALIGNMENT
- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1100 UNIVERSITY AVENUE, SUITE 100
TALLAHASSEE, FLORIDA 32310
PHONE: 904.209.1100
FAX: 904.209.1101
WWW.BSECONSULTANTS.COM

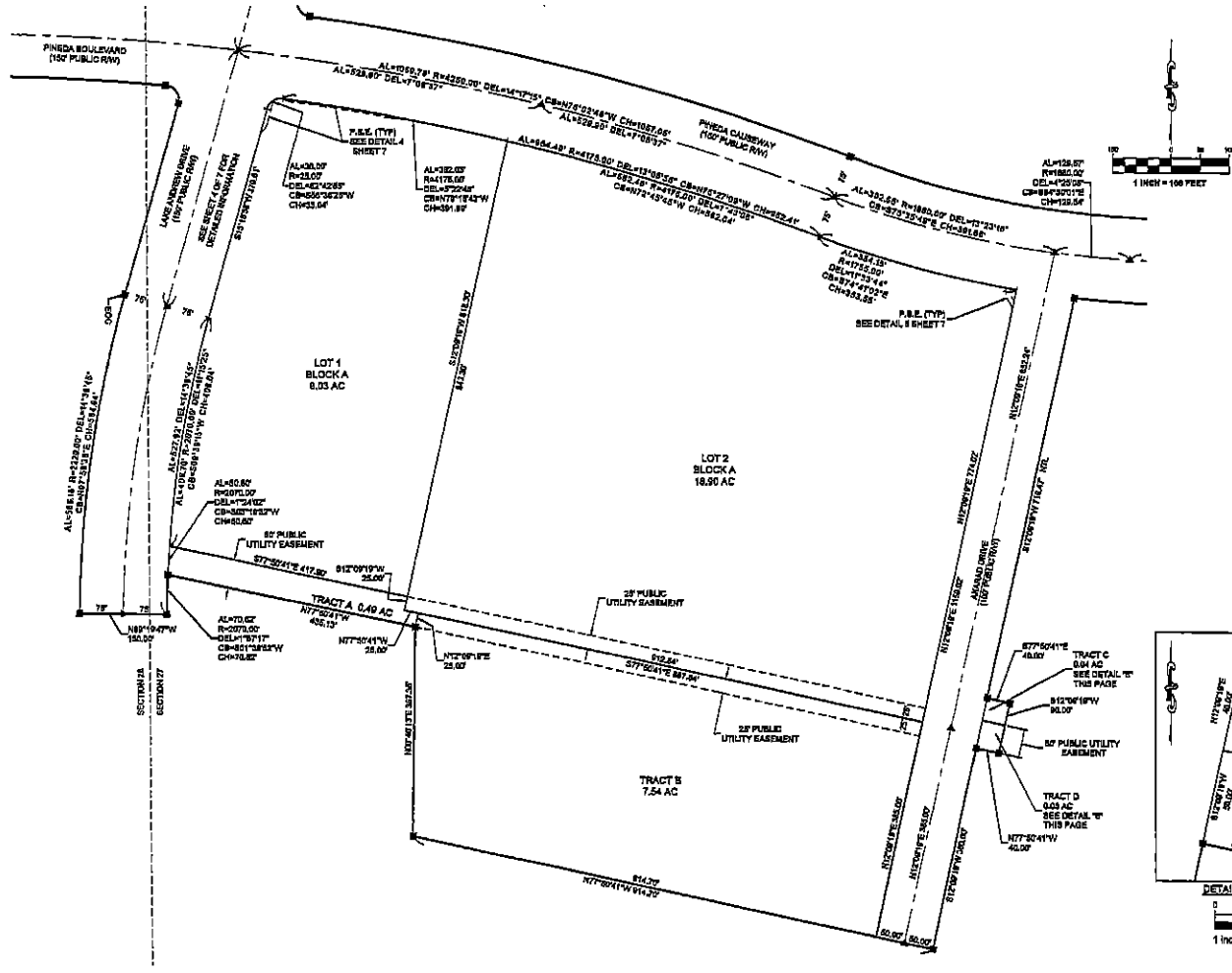
DATE: 06/10/2020
DRAWN BY: JAVIER HAN / JH
CHECKED BY: JAVIER HAN / JH
PROJECT: 1534

LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1

SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH,
RANGE 36 EAST BREVARD COUNTY, FLORIDA

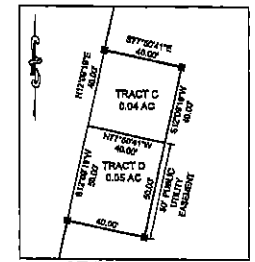


LOCATION MAP
N75



- SURVEY SYMBOL LEGEND**
- ⊕ SECTION CORNER, MARKED AS NOTED
 - ⊙ 1/4" SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (IRON SET 40x40 INCH CONCRETE MONUMENT WITH IRON STAMPED FROM 1/4" X 1/4" UNLESS OTHERWISE NOTED)
 - ▲ PERMANENT CONTROL POINT (COP) SET 10" FROM ROD AND CAP STAMPED "PC" UNLESS OTHERWISE NOTED
 - SET 20" IRON ROD AND CAP STAMPED FROM 1/4" X 1/4" UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- ' MINUTES/FEET
 - " SECONDS/INCHES
 - ° DEGREES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CH CHORD BEARING
 - CL CHORD LENGTH
 - CM CONCRETE MONUMENT
 - CON CORNER
 - DEL DELTA ANGLE
 - E EAST / EASTING
 - ROC RADIUS OF CURVE
 - FD FOUND
 - FT FEET
 - ID# IDENTIFICATION NUMBER
 - IRC IRON ROD AND CAP
 - N NORTH / NORTHING
 - NAD NAIL AND DISK
 - NAVD83 NORTH AMERICAN VERTICAL DATUM 1983
 - NVD83 NATIONAL GEODETIC VERTICAL DATUM 1983
 - NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - N75 N75 TO SCALE
 - ONCRD OFFICIAL RECORD BOOK
 - PB PLAT BOOK
 - PC POINT OF CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PG(S) PAGE(S)
 - PK PARKER-KALEN
 - POC POINT OF BEGINNING
 - POI POINT OF INTERSECTION
 - P.E. PUBLIC EASEMENT
 - PT POINT OF TANGENCY
 - R RADIUS/RIGHT
 - R/W RIGHT-OF-WAY
 - RGE RANGE
 - RPS ROAD PLAT BOOK
 - S SOUTH
 - SEC SECTION
 - TWP TOWNSHIP
 - W WEST



DETAIL & TRACT C
1 inch = 30 ft

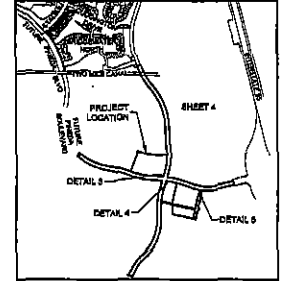
BLOCK "A" AND TRACTS A, B AND C GEOMETRY
- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC. DATE: 04/19/23
 1100 S. W. 10th Street, Suite 100, Ft. Lauderdale, FL 33304
 PHONE: (954) 561-1100 FAX: (954) 561-1101
 DRAWING NO.: 2023-004-0000
 PROJECT: 1724

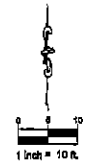
LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1

SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH,
RANGE 36 EAST BREVARD COUNTY, FLORIDA

PLAT BOOK 08, PAGE 49
SHEET 7 OF 7
SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
SCALE

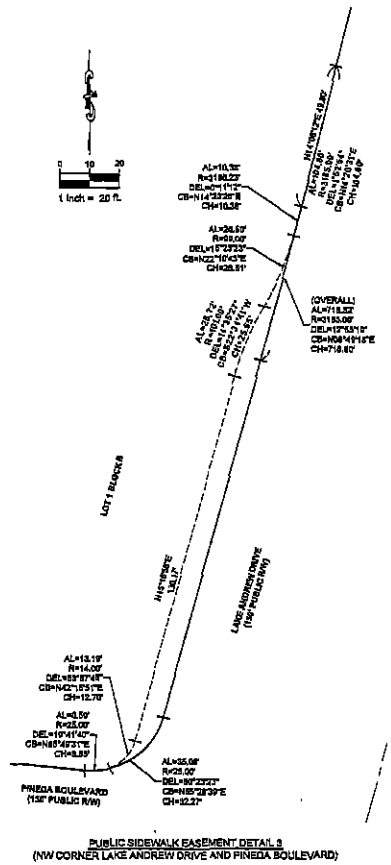
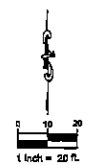


SURVEY SYMBOL LEGEND

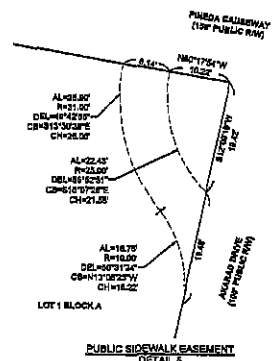
- ⊕ SECTION CORNER, MARKED AS NOTED
- ⊙ 1/4 SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (R/M), SET 24 INCH CONCRETE MONUMENT WITH DIK, STAMPED PERM LTR#S, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP), SET 1/2" IRON ROD AND CAP STAMPED PCP LTR#S, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED PERM LTR#S, UNLESS OTHERWISE NOTED

ABBREVIATIONS

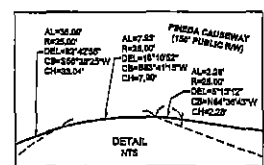
- MINUTES/SECONDS
- SECONDS/INCHES
- DEGREES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- COR CORNER
- DEL DELTA ANGLE
- E EAST/EASTING
- EOC END OF CURVE
- FD FOUND
- FT FEET
- IDF IDENTIFICATION NUMBER
- IRC IRON ROD AND CAP
- N NORTH/NORTING
- NAD NADLAND DIK
- NAV88 NORTH AMERICAN VERTICAL DATUM 1988
- NOV88 NATIONAL GEODETIC DATUM 1988
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- NTS NOT TO SCALE
- NTS PREPARED BY
- ORDBR OFFICIAL RECORDS BOOK
- PI PLAT BOOK
- PC POINT OF CURVATURE
- PCP PERMANENT CONTROL POINT
- PS(S) PAGE(S)
- PK PARKER-KALEH
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- P.S.E. PUBLIC SIDEWALK EASEMENT
- PT POINT OF TANGENCY
- R RADIUS/FEET
- RAW RIGHT-OF-WAY
- RSE RANGE
- RPI ROAD PLAT BOOK
- S SOUTH
- SEC SECTION
- TWP TOWNSHIP
- W WEST



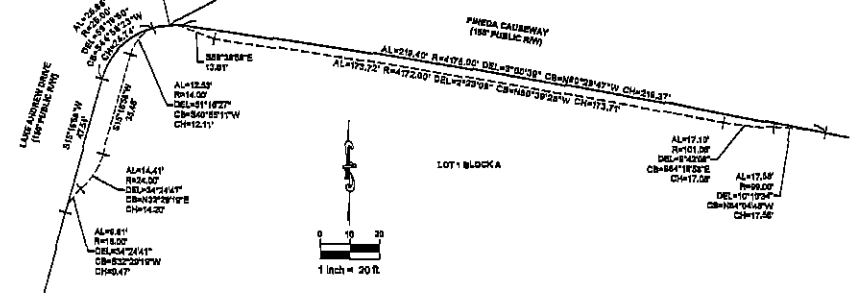
PUBLIC SIDEWALK EASEMENT DETAIL 3
(NW CORNER LAKE ANDREW DRIVE AND PINEDA BOULEVARD)



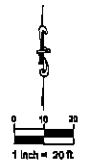
PUBLIC SIDEWALK EASEMENT DETAIL 6



DETAIL NTS



PUBLIC SIDEWALK EASEMENT DETAIL 4
(SE CORNER NW CORNER LAKE ANDREW DRIVE AND PINEDA CAUSEWAY)



	B.S.E. CONSULTANTS, INC. CONSULTING ENGINEERS - LAND SURVEYORS 1100 S. W. 13th Street, Suite 100 Ft. Lauderdale, FL 33304	DATE: 04/09/20 DESIGNER: HANK ITZEL DRAWING: 11254_004_P04-007 PROJECT: 11254
	PUBLIC SIDEWALK EASEMENTS	



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | VIERA.com

May 3, 2021

Viera Stewardship District
c/o Gary Moyer, District Manager
313 Campus Street
Celebration, FL 34747

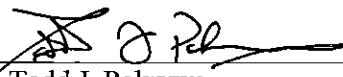
RE: Acquisition of Pineda Boulevard Sanitary Sewer
Force Main Public Infrastructure Improvements and
Work Product

Dear Mr. Moyer:

The Viera Company has substantially completed and wishes to convey to the District certain improvements associated with the construction and installation of sanitary sewer public infrastructure improvements along Pineda Boulevard, which improvements are more particularly set forth in the Engineer's Report (defined herein) (the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"), all as identified at **Exhibit A**, attached hereto, located within the property identified in **Exhibit B**, attached hereto (the "Property"). The Viera Company wishes to convey the Improvements and the Work Product, which were included in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020 (the "Engineer's Report") to the District with the expectation that in the event the District issues bonds in the future, The Viera Company may be reimbursed for all or part of the Improvements and/or Work Product.

The estimated total cost of constructing the Improvements and completing the Work Product is **\$4,597,157.82**, as described in Table 1. That said, The Viera Company estimates that an additional **\$248,586.62** remains to be paid to contractors ("**Remaining Amount**"). The Viera Company agrees to timely make payment for all Remaining Amounts and to ensure that no liens are placed on the Property. The cost of constructing the Improvements will be finalized following certification by all government entities and final completion, and will not exceed the aforementioned **\$4,597,157.82**. Upon final completion, The Viera Company will advise the District of the precise final cost of constructing the Improvements and the Work Product, and provide an amended Table 1 listing the various components of such final cost, when that information is known. The Viera Company acknowledges that any future payment from the District shall not exceed (i) what was actually paid to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.

THE VIERA COMPANY, a Florida corporation


By: Todd J. Pokrywa
Its: President

ACKNOWLEDGED AND AGREED TO BY:

Vice Chairperson
Viera Stewardship District

cc: Jennifer Kilinski, District Counsel
Hassan Kamal, P.E., District Engineer

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

Sanitary Sewer Improvements: all sanitary sewer force mains, gravity mains, lift stations and other sanitary sewer systems, components and related improvements, including, but not limited to, pipes and related sanitary sewer system components and improvements located within the real property more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Property").

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1 to Exhibit A– Reimbursable Costs

IMPROVEMENTS		
<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Reimbursable Amount</u>
Brewer Paving & Development		
1	\$6,300.00	\$6,300.00
2	\$213,480.00	\$213,480.00
3	\$720,274.50	\$720,274.50
4	\$1,602,157.50	\$1,602,157.50
5	\$156,600.00	\$156,600.00
6	\$365,674.05	\$365,674.05
7	\$131,400.00	\$131,400.00
8	\$247,725.00	\$247,725.00
9	\$281,126.00	\$281,126.00
10	\$87,075.54	\$87,075.54
11	\$9,000.00	\$9,000.00
12	\$146,182.50	\$146,182.50
13	\$220,388.61	\$220,388.61
14 (TBD)		
<i>Subtotal all Improvements (Paid to Date)</i>	<i>\$ 4,187,383.70</i>	<i>\$4,187,383.70</i>
<i>Estimated Remaining Amounts</i>	<i>\$ 243,587.62</i>	<i>\$243,587.62</i>
WORK PRODUCT		
<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Reimbursable Amount</u>
B.S.E. Consultants		
14053	\$7,176.31	\$7,176.31
14338	\$3,391.15	\$3,391.15
14490	\$15,795.90	\$15,795.90
14655	\$2,448.27	\$2,448.27
14802	\$5,538.75	\$5,538.75
14875	\$3,689.38	\$3,689.38
15085	\$2,771.94	\$2,771.94
15214	\$5,232.01	\$5,232.01
15362	\$4,415.44	\$4,415.44
15517	\$4,018.67	\$4,018.67
15647	\$2,687.69	\$2,687.69
15813	\$1,419.05	\$1,419.05
12877	\$750.15	\$750.15
12958	\$6,484.62	\$6,484.62
13094	\$28,401.65	\$28,401.65
13312	\$16,475.58	\$16,475.58

13397	\$12,192.08	\$12,192.08
13589	\$14,234.07	\$14,234.07
13766	\$4,224.48	\$4,224.48
13917	\$7,192.78	\$7,192.78
14052	\$4,353.78	\$4,353.78
14192	\$199.87	\$199.87
15970	\$4,007.93	\$4,007.93
Subtotal all Work Product (Paid to Date)	\$157,101.55	\$157,101.55
Estimated Remaining Amounts	\$5,000.00	\$5,000.00
Universal Engineering Sciences		
00426607	\$1,531.20	\$1,531.20
00437198	\$1,100.55	\$1,100.55
00442276	\$264.00	\$264.00
00448368	\$588.50	\$588.50
00454989	\$44.00	\$44.00
00468907	\$316.80	\$316.80
00475946	\$240.90	\$240.90
Subtotal all Work Product (Paid to Date)	\$4,085.95	\$4,085.95
Estimated Remaining Amounts	\$0.00	\$0.00
Subtotal all Work Product (Paid to Date)	\$4,348,571.20	\$4,348,571.20
Estimated Remaining Amounts	\$248,586.62	\$248,586.62
TOTALS:	\$4,597,157.82	\$4,597,157.82

EXHIBIT B

The Property (See attached)

LEGAL DESCRIPTION PARCEL 800

EXHIBIT "A"

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500
PURPOSE: SANITARY SEWER EASEMENT

SHEET I OF II

NOT VALID WITHOUT SHEETS 2, 3,
4, 5, 6, 7, 8, 9, 10 AND 11

LEGAL DESCRIPTION: PARCEL 800, SANITARY SEWER EASEMENT
(PREPARED BY SURVEYOR)

THIS IS NOT A SURVEY

A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF WICKHAM ROAD, A 150 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 4 (WICKHAM ROAD AND PINEDA BOULEVARD) AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°08'33"W, A DISTANCE OF 573.29 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2951, PAGE 1574, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°25'32"E ALONG SAID EAST LINE, A DISTANCE OF 484.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N89°34'28"E, A DISTANCE OF 95.00 FEET TO A POINT 15.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND END OF THIS CENTERLINE. (SAID POINT ALSO BEING KNOWN AS REFERENCE POINT ONE).

TOGETHER WITH A 30.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT ONE AND RUN S00°25'32"E PARALLEL TO AND 15.00 FEET WEST OF THE WEST LINE OF THE AFOREMENTIONED 30.00 FOOT WIDE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 509, PAGE 815, A DISTANCE OF 2145.28 FEET TO REFERENCE POINT TWO AND THE END OF THIS CENTERLINE.

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17, 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT TWO AND RUN N89°34'28"E, A DISTANCE OF 64.87 FEET; THENCE S82°52'00"E, A DISTANCE OF 48.78 FEET TO A POINT 20 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD, A 120 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 9, AS RECORDED IN PLAT BOOK 66, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 20.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 23°43'14", A CHORD BEARING OF S04°43'37"E AND A CHORD LENGTH OF 649.46 FEET), A DISTANCE OF 645.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, CONTINUING PARALLEL TO AND 20.00 FEET WEST OF SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2420.00 FEET, A CENTRAL ANGLE OF 11°38'36", A CHORD BEARING OF S10°45'56"W AND A CHORD LENGTH OF 490.93 FEET), A DISTANCE OF 491.77 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N85°03'22"E ALONG SAID NON-TANGENT LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD; THENCE S85°03'22"W, A DISTANCE OF 20.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 2420.00 FEET, A CENTRAL ANGLE OF 4°40'06", A CHORD BEARING OF S02°36'35"E AND A CHORD LENGTH OF 197.13 FEET), A DISTANCE OF 197.18 FEET TO THE END OF SAID CURVE; THENCE S00°16'32"E, A DISTANCE OF 1143.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1455.00 FEET, A CENTRAL ANGLE OF 49°41'42", A CHORD BEARING OF S25°07'23"E AND A CHORD LENGTH OF 1222.79 FEET), A DISTANCE OF 1261.98 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2765.00 FEET, A CENTRAL ANGLE OF 36°19'59", A CHORD BEARING OF S68°08'13"E AND A CHORD LENGTH OF 1724.14 FEET), A DISTANCE OF 1753.37 FEET TO THE END OF SAID CURVE; THENCE S86°18'12"E, A DISTANCE OF 1385.53 FEET; (DESCRIPTION CONTINUES ON SHEET 2)

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE E. HOWARD, PSM NO. 5611,
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 LB No. 4905

DRAWN BY: HAK/LEH/WFV

CHECKED BY: LEH

PROJECT NO. 11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

DATE: 12/16/20

DRAWING: 1153101_100_001

REVISIONS

DATE

DESCRIPTION

LEGAL DESCRIPTION PARCEL 800

EXHIBIT "A"

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500
PURPOSE: SANITARY SEWER EASEMENT

SHEET 2 OF 11

NOT VALID WITHOUT SHEETS 1, 3,
4, 5, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 800, SANITARY SEWER EASEMENT
(PREPARED BY SURVEYOR)

THENCE N03°41'48"E, A DISTANCE OF 140.00 FEET; THENCE S03°41'48"W, A DISTANCE OF 140.00 FEET; THENCE S86°18'12"E, A DISTANCE OF 720.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1935.00 FEET, A CENTRAL ANGLE OF 15°04'44", A CHORD BEARING OF S78°45'50"E AND A CHORD LENGTH OF 507.78 FEET), A DISTANCE OF 509.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S22°02'02"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 66.73 FEET; THENCE S67°02'02"E, A DISTANCE OF 188.42 FEET; THENCE N67°57'58"E, A DISTANCE OF 66.73 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1935.00 FEET, A CENTRAL ANGLE OF 20°42'36", A CHORD BEARING OF S52°29'19"E AND A CHORD LENGTH OF 695.62 FEET) A DISTANCE OF 699.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12140.00 FEET, A CENTRAL ANGLE OF 1°40'50", A CHORD BEARING OF S42°58'26"E AND A CHORD LENGTH OF 356.10 FEET), A DISTANCE OF 356.11 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N46°05'02"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 127.25 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12012.75 FEET, A CENTRAL ANGLE OF 0°40'50", A CHORD BEARING OF S44°09'12"E AND A CHORD LENGTH OF 142.69 FEET), A DISTANCE OF 142.69 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2122.25 FEET, A CENTRAL ANGLE OF 27°16'53", A CHORD BEARING OF S30°51'11"E AND A CHORD LENGTH OF 1000.99 FEET), A DISTANCE OF 1010.51 FEET TO THE END OF SAID CURVE; THENCE S17°12'45"E, A DISTANCE OF 802.54 FEET TO REFERENCE POINT THREE AND THE END OF THIS CENTERLINE;

ALSO TOGETHER WITH A 22.75 FOOT WIDE STRIP OF LAND IN SECTIONS 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 11.375 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT THREE AND RUN N72°47'15"E, A DISTANCE OF 1.37 FEET TO A POINT 11.375 FEET WEST OF THE WESTERLY LINE OF BRIDGEWATER NORTH AT VIERA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S17°12'45"E, PARALLEL TO AND 11.375 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID WESTERLY LINE OF BRIDGEWATER NORTH AT VIERA, AND THE WESTERLY LINE OF BRIDGEWATER CENTRAL AT VIERA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, A DISTANCE OF 155.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 11.375 FEET WEST OF SAID WESTERLY LINE OF BRIDGEWATER CENTRAL, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 2077.63 FEET, A CENTRAL ANGLE OF 32°12'11", A CHORD BEARING OF S01°06'39"E AND A CHORD LENGTH OF 1152.42 FEET), A DISTANCE OF 1167.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1835.37 FEET, A CENTRAL ANGLE OF 72°25'08", A CHORD BEARING OF S21°13'07"E AND A CHORD LENGTH OF 2319.82 FEET), A DISTANCE OF 2319.82 FEET TO REFERENCE POINT FOUR; THENCE CONTINUE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1835.37 FEET, A CENTRAL ANGLE OF 23°47'55", A CHORD BEARING OF S69°19'39"E AND A CHORD LENGTH OF 756.88 FEET), A DISTANCE OF 762.35 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4852.62 FEET, A CENTRAL ANGLE OF 8°08'44", A CHORD BEARING OF S77°12'14"E AND A CHORD LENGTH OF 680.86 FEET), A DISTANCE OF 681.42 FEET TO A POINT ON THE WESTERLY LINE OF PINEDA BOULEVARD, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY, AS PER THE PLAT OF LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1, RECORDED IN PLAT BOOK 68, PAGE 44, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE END OF THIS CENTERLINE;

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT FOUR AND RUN S32°36'10"W, A DISTANCE OF 138.60 FEET TO THE END OF THIS CENTERLINE. CONTAINING 9.68 TOTAL ACRES, MORE OR LESS.

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET

PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

LEGAL DESCRIPTION PARCEL 800

EXHIBIT "A"

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500
PURPOSE: SANITARY SEWER EASEMENT

LEGAL DESCRIPTION: PARCEL 800, SANITARY SEWER EASEMENT
(PREPARED BY SURVEYOR)

SHEET 3 OF 11

NOT VALID WITHOUT SHEETS 1, 2,
4, 5, 6, 7, 8, 9, 10 AND 11
THIS IS NOT A SURVEY

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARING REFERENCE: ASSUMED BEARING OF N89°08'33"W ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT PUBLIC RIGHT-OF-WAY, TRASONA AT ADDISON VILLAGE - PHASE 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
3. THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
4. THIS DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT, ORDER NO.: 8843979, CUSTOMER REFERENCE NUMBER: 11531.01. ONLY THOSE PLOTTABLE EASEMENTS ENCUMBERING THE LANDS DESCRIBED HEREON, WHICH WERE FOUND IN SAID REPORT, ARE SHOWN AND/OR NOTED HEREON.
5. THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.
6. THIS DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET

PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

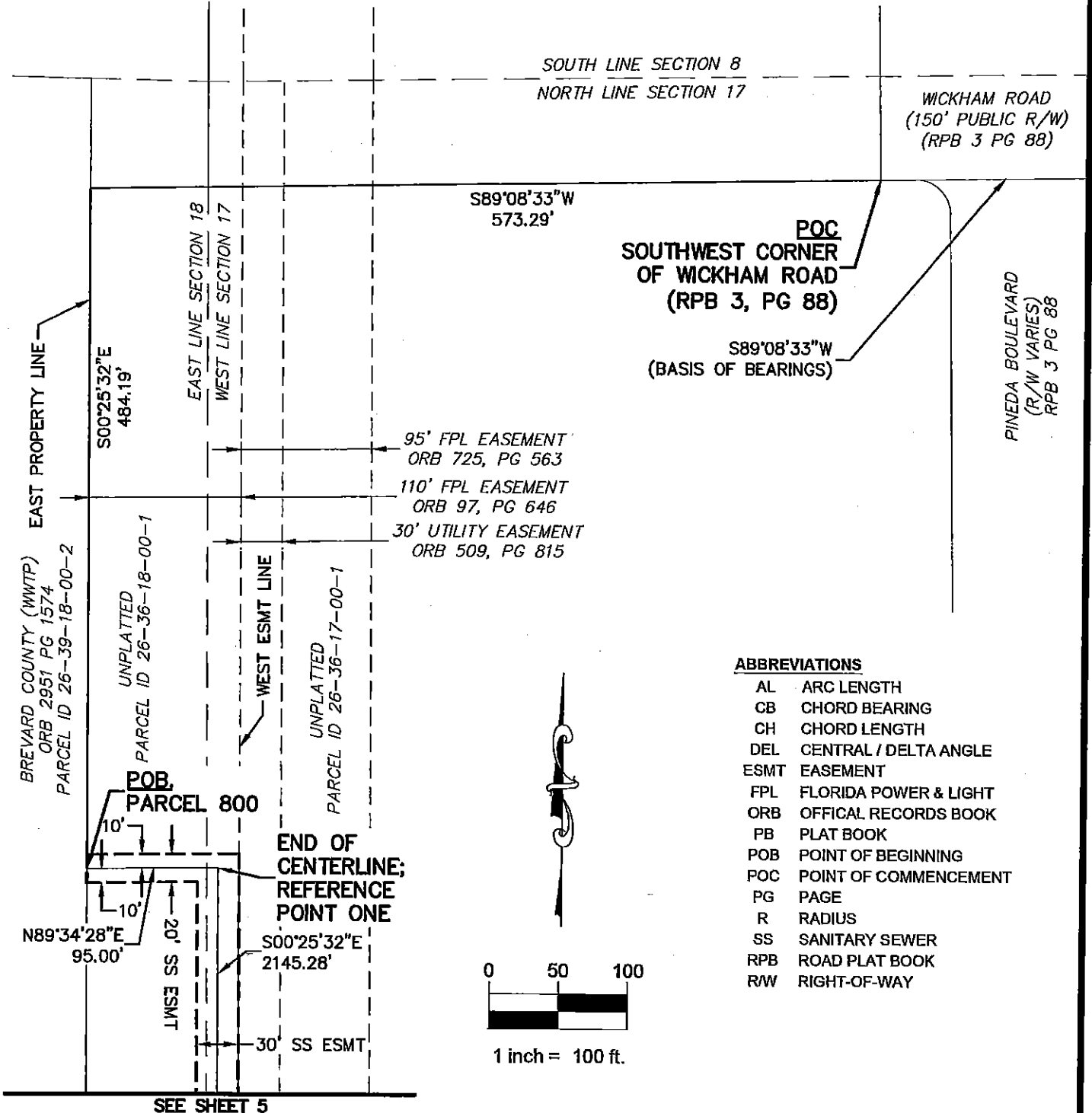
EXHIBIT "A"

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

SHEET 4 OF II
NOT VALID WITHOUT SHEETS 1, 2,
3, 5, 6, 7, 8, 9, 10 AND 11
THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT



SEE SHEET 5

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET
PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

EXHIBIT "A"

SHEET 5 OF 11

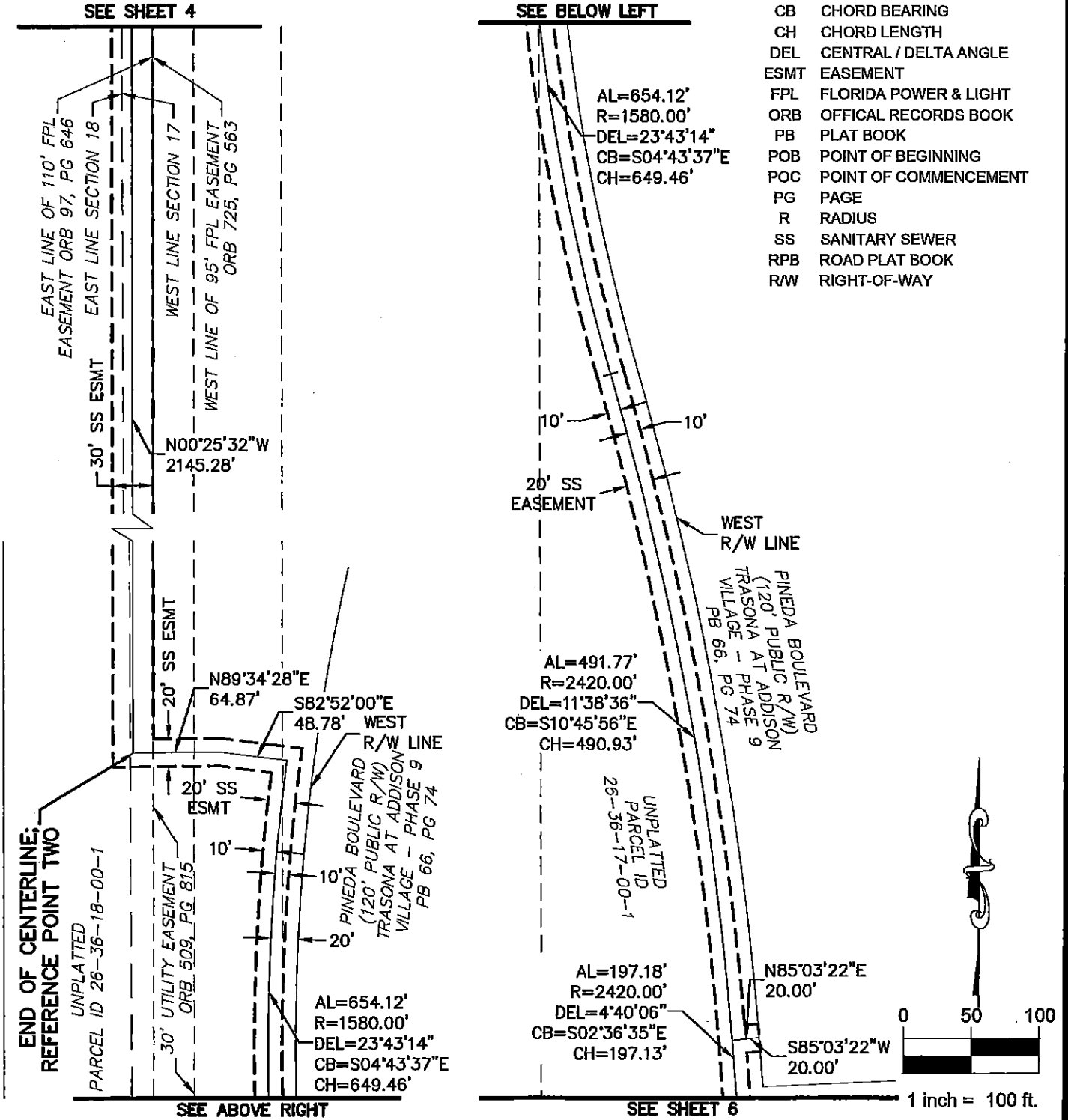
NOT VALID WITHOUT SHEETS 1, 2,
3, 4, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT

ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY



PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET
PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

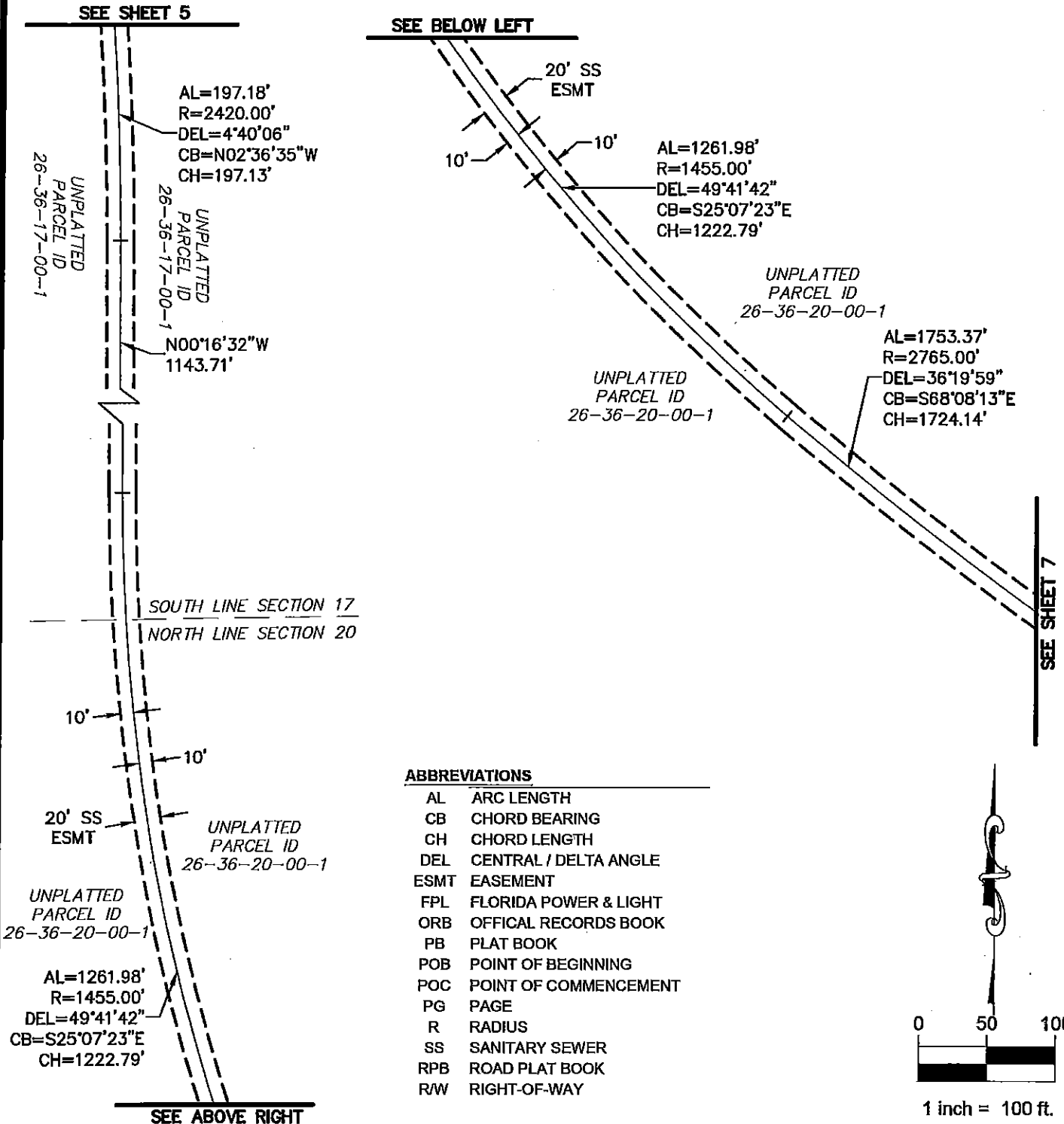
EXHIBIT "A"

SHEET 6 OF 11

NOT VALID WITHOUT SHEETS 1, 2,
3, 4, 5, 7, 8, 9, 10 AND 11

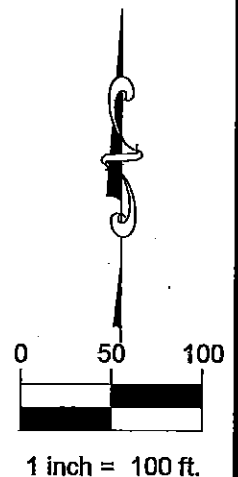
THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT



ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY



PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET
PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

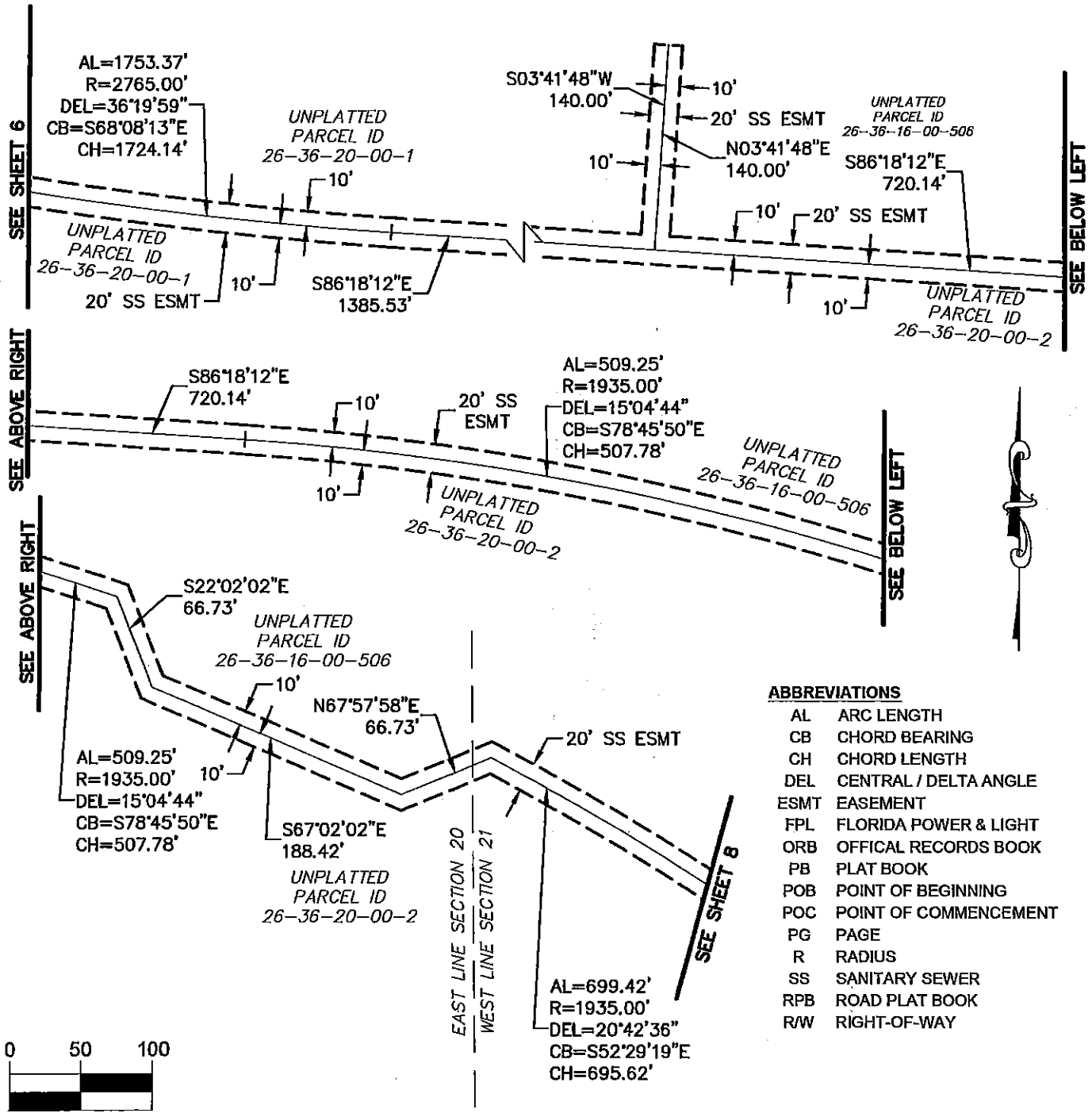
EXHIBIT "A"

SHEET 7 OF 11

NOT VALID WITHOUT SHEETS 1, 2,
3, 4, 5, 6, 8, 9, 10 AND 11

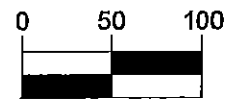
THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT



ABBREVIATIONS

- AL ARC LENGTH
- CB CHORD BEARING
- CH CHORD LENGTH
- DEL CENTRAL / DELTA ANGLE
- ESMT EASEMENT
- FPL FLORIDA POWER & LIGHT
- ORB OFFICAL RECORDS BOOK
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PG PAGE
- R RADIUS
- SS SANITARY SEWER
- RPB ROAD PLAT BOOK
- R/W RIGHT-OF-WAY



1 inch = 100 ft.

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET

PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

PURPOSE: SANITARY SEWER EASEMENT

EXHIBIT "A"

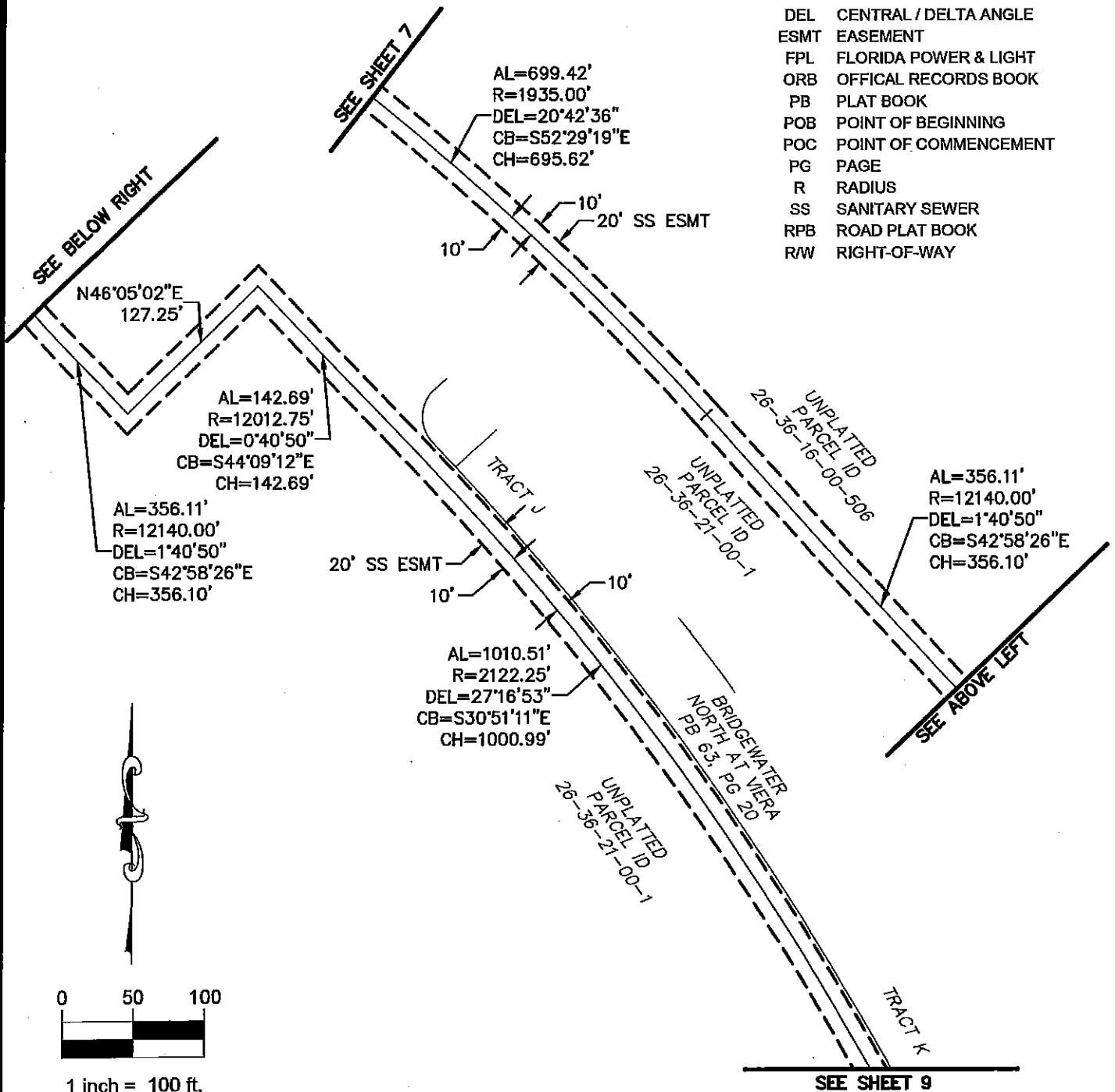
SHEET 8 OF 11

NOT VALID WITHOUT SHEETS 1, 2,
3, 4, 5, 6, 7, 9, 10 AND 11

THIS IS NOT A SURVEY

ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY



PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET

PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1, 26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

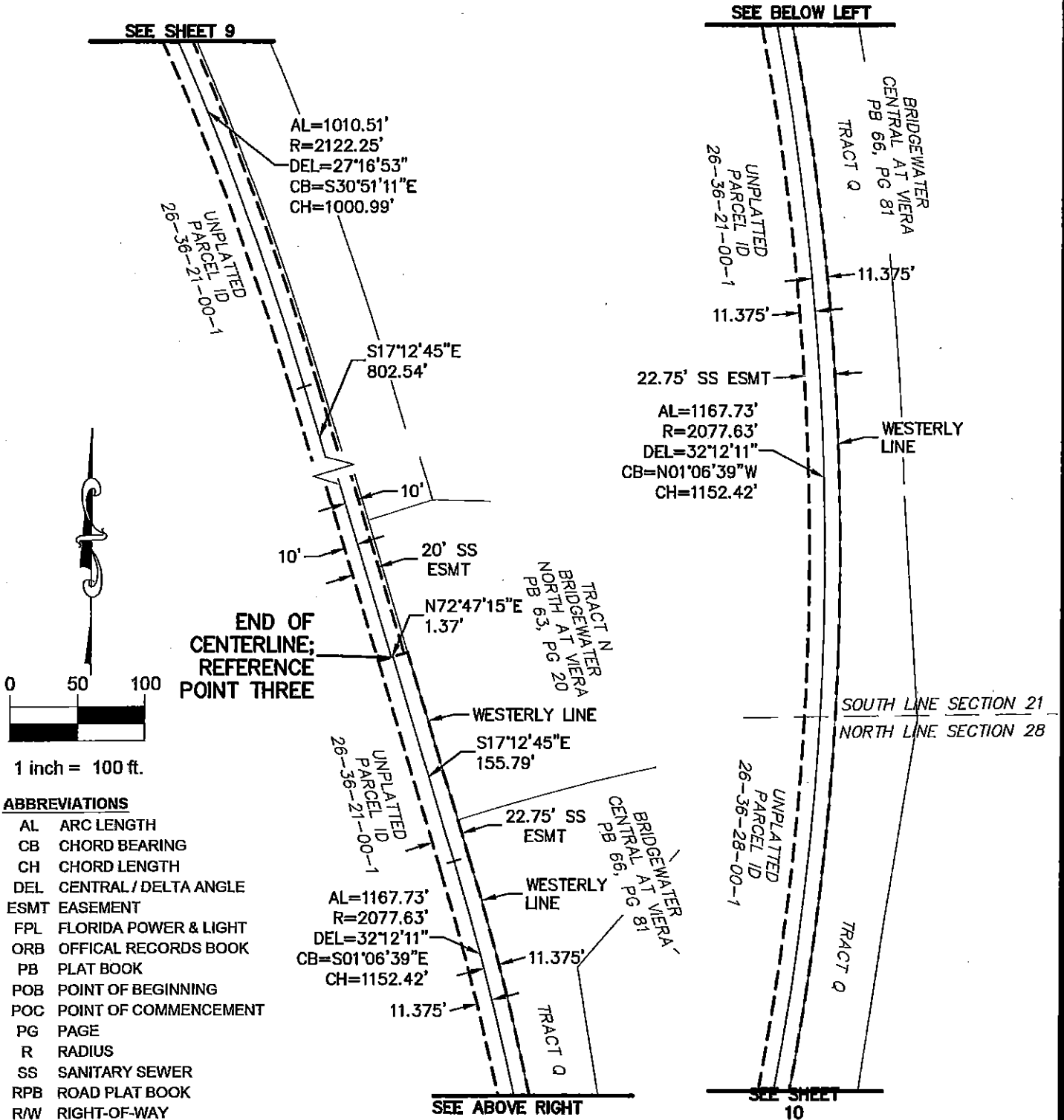
EXHIBIT "A"

SHEET 9 OF 11

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 10 AND 11

THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT



ABBREVIATIONS

- AL ARC LENGTH
- CB CHORD BEARING
- CH CHORD LENGTH
- DEL CENTRAL / DELTA ANGLE
- ESMT EASEMENT
- FPL FLORIDA POWER & LIGHT
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PG PAGE
- R RADIUS
- SS SANITARY SEWER
- RPB ROAD PLAT BOOK
- R/W RIGHT-OF-WAY

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET
PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

EXHIBIT "A"

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1,
26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

SHEET 10 OF 11

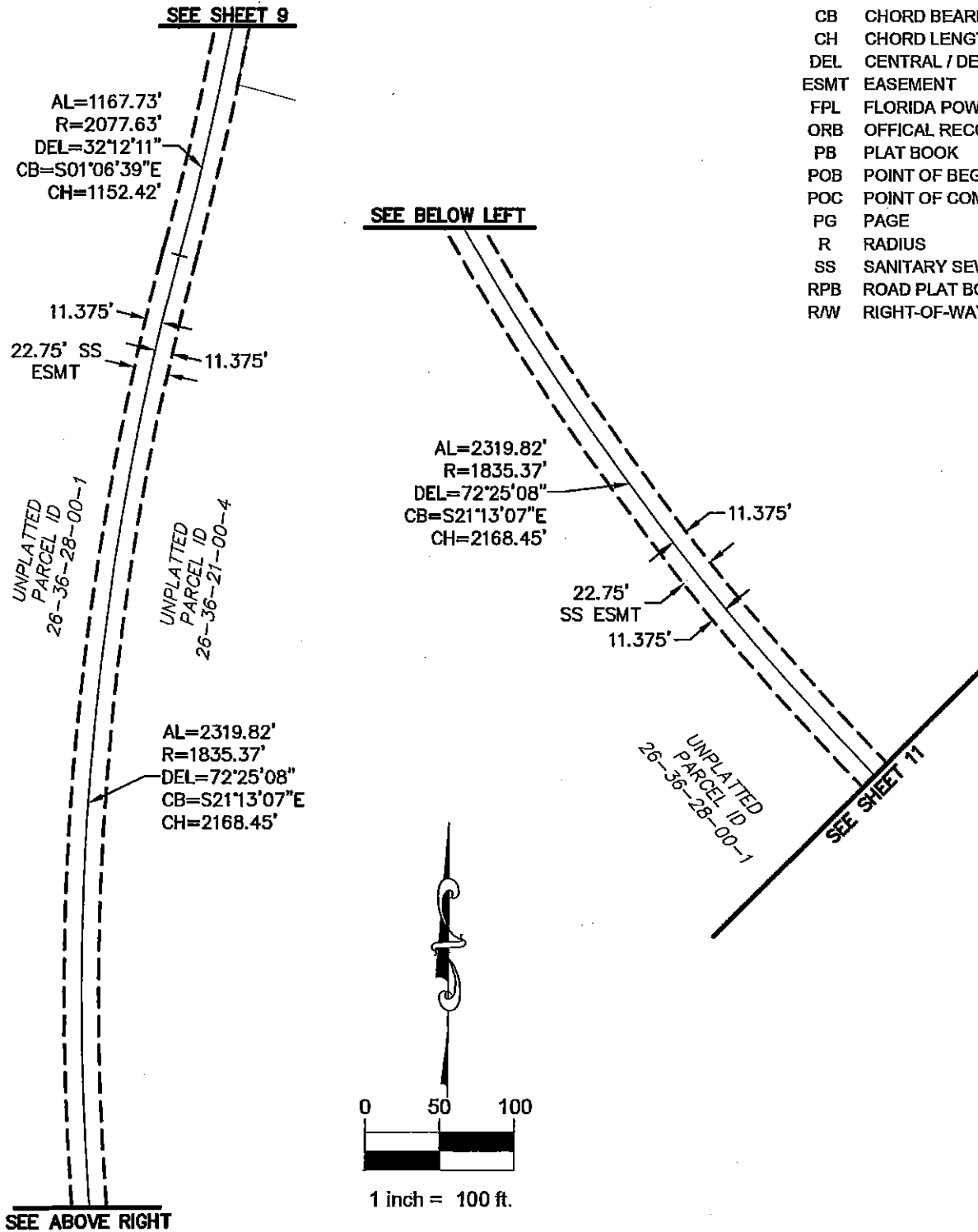
NOT VALID WITHOUT SHEETS 1, 2,
3, 4, 5, 6, 7, 8, 9 AND 11

THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT

ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY



PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET
PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-18-00-1, 26-36-20, 26-36-21-00-1, 26-36-28-00-1 AND 26-36-28-00-500

PURPOSE: SANITARY SEWER EASEMENT

EXHIBIT "A"

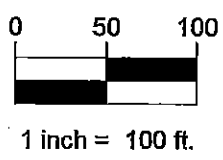
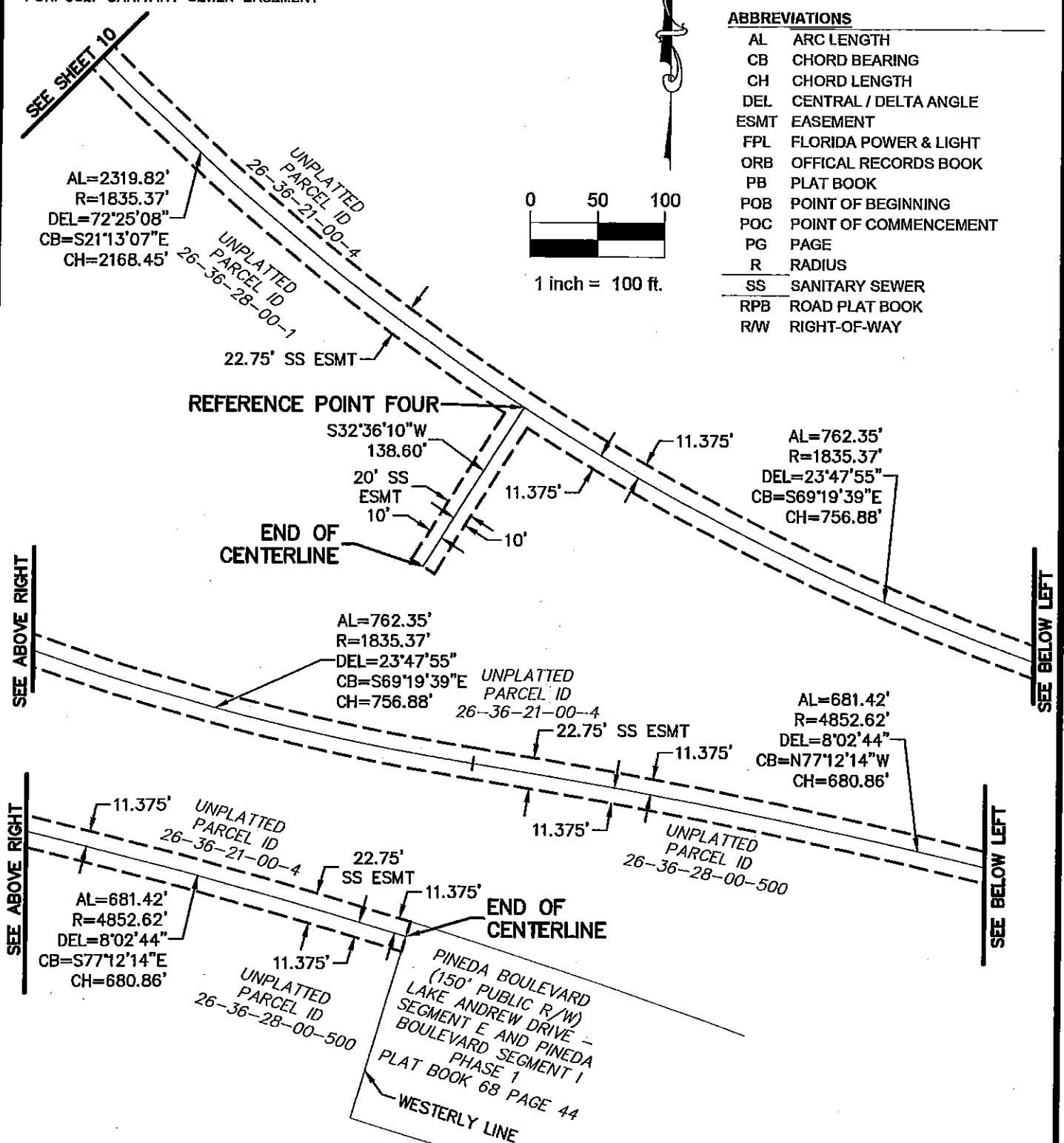
SHEET II OF II

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10

THIS IS NOT A SURVEY

ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY



SEE ABOVE RIGHT

SEE BELOW LEFT

SEE ABOVE RIGHT

SEE BELOW LEFT

PREPARED BY: B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BLVD., SUITE 4
MELBOURNE, FLORIDA 32901

SCALE:
1 INCH = 100 FEET
PROJECT NO.:
11531.01

SECTIONS 17, 18, 20, 21
AND 28, TOWNSHIP 26
SOUTH, RANGE 36 EAST