

**VIERA
STEWARDSHIP
DISTRICT**

August 17, 2022

BOARD OF SUPERVISORS

**PUBLIC HEARING AND
REGULAR 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

August 10, 2022

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 Public Hearing and Regular Meeting on August 17, 2022 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://zoom.us/j/95618690725?pwd=SFY0d1NDaFcyY0RJTIRSZTY0cVdqZz09> Meeting ID: 956 1869 0725, Passcode: 814292 or telephonically at (646) 931-3860, Meeting ID: 956 1869 0725, Passcode: 814292. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments (*limited to 3 minutes per person*)
4. Approval of June 8, 2022 Special Meeting Minutes
5. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
 - A. Proof/Affidavit of Publication
 - B. Engineer's Report
 - C. Consideration of Resolution 2022-08, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Resolution 2022-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank
8. Consideration of Resolution 2022-10, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021

- 9. Consideration of Thirteenth Amendment to Aquatic Maintenance Services Agreement Between Viera Stewardship District and Ecor Industries, Inc.
- 10. Discussion: Viera Wilderness Park, Annual Utilization Program Checklist – Fiscal Year 2023/2024
- 11. Update: BSE Consultants, Inc., 20-Year Stormwater Management Needs Analysis Report
- 12. Consideration of Roadway Acquisition Documents
- 13. Acceptance of Unaudited Financial Statements as of June 30, 2022
- 14. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *BSE Consultants Inc.*
 - C. Environmental Consultant: *Zev Cohen & Associates*
 - D. Community Association Manager: *Eva Rey*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

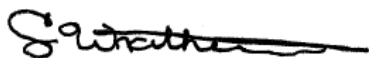
- QUORUM CHECK

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

- 15. Board Members' Comments/Requests
- 16. Public Comments
- 17. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
 District Manager

**VIERA
STEWARDSHIP DISTRICT**

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DRAFT
MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT

The Board of Supervisors of the Viera Stewardship District held a Special Meeting on June 8, 2022, 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 or mobile app, at <https://zoom.us/j/95918823860?pwd=aUdMQWVTWFRzeEVZREViVtGcWorUT09>, Meeting ID: 959 1882 3860, Passcode: Quvu1A, or via teleconference at 1-888-354-0094, Passcode 782 134 6157.

Present were:

Todd J. Pokrywa	Chair
Amy Mitchell	Vice Chair
Cathleen Conley	Secretary
Christopher Wright	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Lauren Gentry	District Counsel
Hassan Kamal	District Engineer
Eva Rey	Community Manager
Jay A. Decator, III	The Viera Company
Paul Martell	The Viera Company
Ben Wilson	The Viera Company
Bill Lites (via Zoom)	Zev Cohen

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:31 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors Pokrywa, Mitchell, Wright and Conley were present, in person. Supervisor Bissett was not present.

THIRD ORDER OF BUSINESS

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

42 There were no public comments.

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44 **FOURTH ORDER OF BUSINESS**

Approval of Minutes

45

46 Mr. Wrathell presented the following:

47 **A. November 17, 2021 Landowners' Meeting**

48 The following changes were made:

49 Line 16: Delete line

50 Line 18: Insert "Supervisor"

51 Line 19: Change "Bissell" to "Bissett" and insert "Supervisor"

52 Line 20: Insert "Public"

53 Line 25: Change "Ray" to "Rey"

54 **B. November 17, 2021 Special Meeting**

55 The following changes were made:

56 Line 17: Delete "Assistant"

57 Line 104: Change "Ray" to "Paul"

58 Line 108: Change "Mitchel" to "Mitchell"

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On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the November 17, 2021 Landowners' Meeting and the November 17, 2021 Special Meeting Minutes, both as amended, were approved.

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65 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2022-06, Approving the Proposed Budget for Fiscal Year 2022/2023; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; And Providing an Effective Date

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72 Mr. Wrathell presented Resolution 2022-06. The following changes were made to

73 Resolution 2022-06:

74 Page 1, Paragraph 1, Line 2: Change "East Nassau" to "Viera"

75 Page 1, Paragraph 1, Line 3: Change "aproposed" to "a proposed"

76 Page 1, Paragraph 1, Line 4: Insert space after "ending"

77 Page 1, Section 3, Line 3: Change "Cunty" "County"

78 Mr. Wrathall presented the proposed Fiscal Year 2023 budget, highlighting line item
79 increases and decreases compared to the Fiscal Year 2022 budget.

80 The following items were discussed:

81 ➤ Pages 2 and 4, "Drainage System: aquatic weed control"

82 Ms. Mitchell voiced his opinion that the proposed figure is incorrect, when compared to
83 the breakdown on Page 4. Mr. Wrathall stated further research is needed to determine if that
84 was due to a calculation error or miscoded invoice, along with reviewing the 12th Amendment
85 to the Ecor Agreement before making any changes. Engaging a Field Operations Manager in the
86 future should ensure that invoices are coded correctly.

87 ➤ Pages 2 and 5, "Burrowing owl & eagle easement"

88 Mr. Pokrywa asked if additional funds are needed for the eagle easement portion of the
89 budget line item. Mr. Lites replied no and suggested changing the line item and description.

90 Discussion ensued about the fund balance and the expectation that platted residential
91 units will increase and affect overall assessment levels.

92 The following changes were made to the proposed Fiscal Year 2023 budget:

93 Table of Contents, Line 4: Change "20121" to "2021"

94 Page 2, "Drainage System-aquatic weed control" line item: Change "202,478" to
95 "198,921", subject to confirmation

96 Pages 2 and 5, "Burrowing owl & eagle easement" line item: Change: "Burrowing owl &
97 eagle easement" to "Burrowing owl easement and maintenance"

98 Page 3, "Trustee" line item: Insert "-U.S. Bank, N.A." after "Trustee"

99 Page 3, "Ecologist": Insert Description

100 • **Presentation of Engineer's Report for O & M Assessments**

101 Mr. Kamal presented the draft Engineer's Report for the Operation and Maintenance
102 (O&M) Assessments for Fiscal Year 2022/2023. B.S.E. Consultants, Inc. (BSE) is certifying that
103 the costs proposed are consistent with the scope of work described. He stated that, although
104 not exact, he is comfortable that the figures are reasonable and consistent with the work
105 envisioned. Description changes will be updated to mirror those in the proposed Fiscal Year
106 2023 budget and the acreage and tracts are being verified. BSE is ready to finalize the Report in
107 conjunction with the final Fiscal Year 2023 budget documents. All references to Moyer
108 Management Group, Inc., will be changed to Wrathall, Hunt and Associates, LLC, along with
109 updating the address.

110 Mr. Wrathell presented Resolution 2022-06.

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112 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor,**
 113 **Resolution 2022-06, as amended, Approving the Proposed Budget for Fiscal**
 114 **Year 2022/2023, as amended; Setting Public Hearing for August 17, 2022, at**
 115 **9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida**
 116 **32940; Addressing Transmittal, Posting and Publication Requirements;**
 117 **Addressing Severability; And Providing an Effective Date, was adopted, and the**
 118 **Engineer’s Report for the Operations and Maintenance Assessments for Fiscal**
 119 **Year 2022/2023, in substantial form, approved.**

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122 **SIXTH ORDER OF BUSINESS**

122 **Consideration of Resolution 2022-07,**
 123 **Designating a Date, Time and Location for**
 124 **a Landowners’ Meeting; Providing for**
 125 **Publication; Establishing Forms for the**
 126 **Landowner Election; and Providing for**
 127 **Severability and an Effective Date**

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129 Mr. Wrathell presented Resolution 2022-07. Seats 1, 3 and 5, currently held by
 130 Supervisors Mitchell, Pokrywa and Conley, respectively, will be up for election at the November
 131 2022 Landowners’ Meeting. The following change was made to the Notice of Landowners’
 132 Meeting and Election, Instructions Relating to the Landowners’ Meeting and Landowner Proxy:

133 Address: Change “7389” to “7380”

134

135 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor,**
 136 **Resolution 2022-07, Designating a Date, Time and Location of November 8,**
 137 **2022, at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera,**
 138 **Florida 32940 for a Landowners’ Meeting; Providing for Publication;**
 139 **Establishing Forms for the Landowner Election; and Providing for Severability**
 140 **and an Effective Date, was adopted.**

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143 **SEVENTH ORDER OF BUSINESS**

143 **Ratification of FPL Led Lighting Agreement:**
 144 **Stonecrest Phase 4 Additional Streetlights**

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146 Mr. Wrathell presented the executed Florida Power & Light (FPL) Led Lighting
 147 Agreement for additional streetlights in Stonecrest Phase 4.

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On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the FPL Led Lighting Agreement for additional streetlights in Stonecrest Phase 4, was ratified.

EIGHTH ORDER OF BUSINESS

**Ratification of Ecor Industries, Inc.,
Addendum to Aquatic Maintenance
Services Agreement**

Mr. Wrathell presented the executed Ecor Industries, Inc., Addendum to the Aquatic Maintenance Services Agreement for the addition of Sonar® herbicide treatments to eradicate submerged Eleocharis plants within Lake 223.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the Ecor Industries, Inc., Addendum to the Aquatic Maintenance Services Agreement, for the addition of Sonar® herbicide treatments to eradicate submerged Eleocharis plants within Lake 223, was ratified.

NINTH ORDER OF BUSINESS

**Consideration of Annual Utilization
Program for Fiscal Year 2022/2023**

Mr. Lites stated that the purpose of the Annual Utilization Program (AUP) was to coordinate with A. Duda & Sons, Inc. (ADS) to ensure its plans for Fiscal Year 2022/2023 are in line with the Habitat Management Plan, and to show separation of responsibilities between the District and ADS. The AUP was the result of meeting with ADS. As ADS no longer provides burn services in the conservation area, he is obtaining proposals to start planning for burns in Fiscal Year 2023 and commence burns in Fiscal Year 2024. The Report incorrectly states Fiscal Year 2022/2023 and will be corrected to 2023/2024; no funds were designated for Fiscal Year 2023.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the Viera Wilderness Park, Annual Utilization Program Checklist for Fiscal Year 2022/2023, as amended to Fiscal Year 2023/2024, was approved.

TENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of April 30, 2022**

Mr. Wrathell presented the Unaudited Financial Statements as of April 30, 2022.

189 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the**
190 **Unaudited Financial Statements as of April 30, 2022, were accepted.**

ELEVANTH ORDER OF BUSINESS

Staff Reports

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

- **Consideration of PUD Amendments for PCT Area Maintenance**

197 Ms. Gentry gave an overview of discussions with the County about requiring the District
198 to obtain a separate land clearing permit each time maintenance activities are performed in the
199 PCT area. Upon further discussions, County Representatives proposed that The Viera Company
200 amend the PUD definitions of land clearing and the performance standards, which will alleviate
201 having to pull a permit each year. The Viera Company will take the lead negotiating the
202 Amendment and designate Mr. Kamal as liaison with the County, at no cost to the District.

203 Mr. Lites discussed the existing scope of work and stated that the County's request for
204 separate permits was its way of responding to a neighbor's complaint. He felt that modifying
205 the PUD to alter the development standards is a better alternative in which the County will
206 approve the plans for the PCT in the future, without having to pull a permit.

208 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor,**
209 **authorizing The Viera Company to proceed with the PUD Amendment, was**
210 **approved.**

B. District Engineer: *BSE Consultants Inc.*

- **Consideration of Work Authorization #8 for Stormwater Needs Analysis Report**

215 Mr. Kamal presented Work Authorization #8 to prepare the 20-Year Stormwater
216 Management Needs Analysis Report. The draft Report will be emailed to the Board prior to
217 submittal of the final Report to the County. This requirement is related to newly passed
218 legislation. Subsequent Reports will be due every five years.

220 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, BSE**
221 **Consultants, Inc., Work Authorization #8 to prepare the 20-Year Stormwater**
222 **Management Needs Analysis Report, in a lump sum amount of \$12,800, was**
223 **approved.**

226 Mr. Kamal stated that he processed a few Encroachment Agreements related to
227 homeowners wishing to build fences on easements.

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

229 Mr. Lites reported the following:

230 ➤ The PCT Management Budget for next year did not increase in Village 2 because not
231 much management was done this year; increases are expected in Fiscal Year 2024 due to
232 expansion.

233 ➤ The Viera Wilderness Park (VWP) Stage 2 Monitoring Report to the Army Corps of
234 Engineers (ACOE) shows a reduction in exotic species and continues to comply with the permit.

235 ➤ Regarding monitoring the burrowing owl, the Report will be submitted to the Florida
236 Fish and Wildlife Conservation Commission (FFWCC) later this month.

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

238 There was no report.

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

240 **I. 4,933 Registered Voters in District as of April 15, 2022**

241 **II. NEXT MEETING DATE: TBD**

242 ○ **QUORUM CHECK**

243 The next meeting will be held on August 17, 2022.

244

245 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

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247 There were no Board Members' comments or requests.

248 **▪ Public Comments**

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

250 No members of the public spoke. This item will be added to all future agendas.

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252 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

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On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the meeting adjourned at 10:49 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

5A



Miscellaneous Notices

Published in Florida Today on July 29, 2022

Location

Brevard County,

Notice Text

VIERA STEWARDSHIP DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING. The Board of Supervisors ("Board") of the Viera Stewardship District ("District") will hold a public hearing on August 17, 2022 at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 1 (877) 276-0889 ("District Manager's Office"), during normal business hours. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. The District fully encourages public participation in a safe and efficient manner, however, and any member of the public and staff wishing to listen to or participate in the Board meetings can do so by logging into Zoom Video Communications via computer or smart phone at <https://zoom.us/j/95618690725?pwd=SFY0d1NDaFcyY0RJTIRSZTY0cVdqZz09>, Meeting ID: 956 1869 0725, Passcode: 814292 or telephonically at 646 931 3860 and Meeting ID: 956 1869 0725, Passcode: 814292. Specific instructions are included on the District's website, Information about the meeting, assistance connecting to the meeting or arranging further accommodations for participation, and an electronic copy of the agenda may be obtained by contacting the office of the District Manager by phone (561-571-0010 during normal business hours or by visiting the District's website <https://www.vierastewardshipdistrict.net/>. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Craig A. Wrathell District Manager BRE5349040 7/29/22 & 8/5/2022

**VIERA
STEWARDSHIP DISTRICT**

5B

August 15, 2022

Via E-mail

Board of Supervisors
Viera Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Re: *Viera Stewardship District Engineer's Report
Operation and Maintenance Assessment for the 2022-2023 Fiscal Year
BSE File #11198/11198.09***

Dear Chairman:

Pursuant to the Board's direction, BSE Consultants is pleased to present the Engineer's Report for the Operation and Maintenance (O & M) Budget for the 2022-2023 fiscal year. This report has been prepared on behalf of the Viera Stewardship District (VSD) in connection with the preparation of the 2022-2023 O & M Budget.

A detailed description of the improvements and facilities that will be operated and maintained by the VSD is presented in the following report.

Please feel free to contact our office with any comments or questions.

Very truly yours,

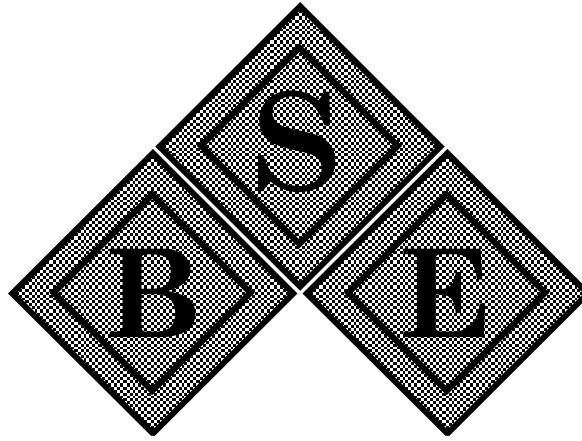
Hassan Kamal, P.E.

Hassan Kamal, P.E.
Vice President
BSE Consultants, Inc.

HK/alm
11198.corr.22-hk18561.jun

cc: Craig Wrathell, Wrathell, Hunt & Associates, LLC (*via E-mail*)
Daphne Gillyard, Wrathell, Hunt & Associates, LLC (*via E-mail*)
Michal Szymonowicz, Wrathell, Hunt & Associates, LLC (*via E-mail*)
Lauren Gentry, KE Law Group (*via E-mail*)

Enclosures



**VIERA STEWARDSHIP DISTRICT
ENGINEER'S REPORT
OPERATION AND MAINTENANCE ASSESSMENT
FY 2022-2023**

PREPARED FOR:

Board of Supervisors
Viera Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

PREPARED BY:

B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite 4
Melbourne, FL 32901

August 2022
B.S.E. File #11198/11198.09

VIERA STEWARDSHIP DISTRICT

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I. INTRODUCTION

The West Viera DRI is a mixed-use development project on a parcel of land approximately 12,696 acres in size, located west of I-95 in central Brevard County. (A Location Map is contained in Appendix B.) The community will consist of three (3) Village neighborhoods and the ±5,257.8-acre Viera Wilderness Park (VWP). Each of the villages will contain a variety of residential, commercial, office and institutional areas, along with recreation and open space facilities and the necessary supporting infrastructure.

The Viera Stewardship District (VSD) was created to provide an efficient funding and long-term maintenance mechanism for the public infrastructure associated with the planned development of the West Viera Development of Regional Impact (“DRI”).

The current plan of development for West Viera DRI anticipates the development of approximately 19,697 housing units, 546,129 sq. ft. of commercial use, 596,463 sq. ft. of office use, and a variety of institutional and recreational facilities.

The purpose of this report is to provide a description of the improvements and associated costs that will be operated and maintained by the VSD during the 2022-2023 Fiscal Year.

The estimates contained in this report have been prepared based on the best available information. The actual costs will vary based upon the final plans and permits from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the required operation and maintenance of the improvements described, and contingency costs as included are reasonable.

II. DESCRIPTION OF IMPROVEMENTS AND REQUIRED MAINTENANCE

The VSD presently intends to operate and maintain certain public infrastructure improvements necessary for the development of the community within the boundaries of the VSD. Development of Regional Impact (DRI) Development Order (DO) and various local and state permits are in place that mandate these improvements. The maintenance of the improvements is necessary and will benefit the property. A more specific description of each of these items follows and the related costs, for the maintenance of the improvements, are summarized in Table 1.

Maintenance – Strom Park Phases 1 - 6, Reeling Park North and Seville, Phases 1A and 1B, Trasona, Kerrington, Loren Cove, Valencia, Bridgewater, Sendero/Sierra Cove, Avalonia, Stonecrest

- **Aquatic Weed Control for the Drainage System:** The District currently has eighty-seven (87) stormwater lakes totaling ±447.69 acres (at normal water level) that will require aquatic weed and hydrilla control, maintenance and inspections. No other maintenance or repairs are anticipated for fiscal year 2022-2023. The budgeted amount represents a monthly fee of \$15,209.00, for eighty-seven (87) current ponds for an annual fee of \$182,508.00, bi-monthly fees of \$1,850.00 for natural areas, or \$11,100.00, quarterly fees of \$1,400.00 for the natural area in Adelaide for an annual fee of \$5,600.00, for a total annual fee of \$202,478.00.
- **PCT Area Maintenance:** There are ±28.69 acres of PCT areas on Tracts OS N1-2, N1-4A, N1-3B, N1-4C, N1-9B, E3 and E4, on which hand trimming and thinning will be performed of the Preferred Cover-type Tree Canopy area, at a monthly cost of \$416.67, or \$5,000.00 annually.
- **Street Lighting:** The District will be leasing streetlights from Florida Power & Light. Monthly lease and electrical costs are estimated to be \$138,320.00 annually.
- **Subdivision Contingency:** This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year. A contingency of \$3,000.00 is assumed for 2022-2023.

Maintenance – Environmental (District-wide)

- **Aquatic Weed Control and Maintenance for the Canal:** The canal is approximately 2.15 miles long and will require aquatic weed control and maintenance on a quarterly basis at a fee of \$1,075.00 per quarter, or \$4,300.00 annually, Nautique dosing in the Two-Mile Canal provided by ECOR Industries on a bi-monthly basis at a fee of \$1,700.00 per treatment, or \$10,200.00 annually. Quarterly mowing of the community canal in Strom Park at a fee of \$2,700.00 per quarter, or \$10,800.00 annually, quarterly mowing of the Adelaide North Canal at a fee of \$2,700.00 per quarter or \$10,800.00 annually, canal maintenance for the western outfall canals at an estimated amount of

\$99,895.00 and a contingency of \$2,500.00 for erosion, emergency repairs and other mowing, for a total of \$138,095.00 in this line item.

- **Monitoring and Miscellaneous Work by Ecologist:** The District’s Ecologist will perform the first annual monitoring event and compile/submit a monitoring report to the US Army Corps of Engineers for the VWP Stage 2 mitigation area and perform various inspections and miscellaneous work at an estimated cost of \$10,000.00.
- **Wetland/Habitat Maintenance in Viera Wilderness Park (VWP), Stage 1:** Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP) and consists of the following items:
 - Targeted spraying in the conservation district at a cost of \$6,000.00.
 - TOTAL: \$6,000.00
- **Wetland/Habitat Maintenance in Viera Wilderness Park (VWP), Stage 2:** Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP) and consists of the following items:
 - Mechanical removal of Brazilian pepper in VWP Stage 2 (rural district and conservation district) at a cost of \$2,500.00 per week for thirty (30) weeks, or \$75,000.00
 - Mowing/mulching and tractor spraying for cogon grass in the conservation district and the rural district at a cost of \$4,500.00 for two weeks, or \$9,000.00.
 - Targeted spraying in the fall with a ground crew of mitigation areas in the conservation district at a cost of \$16,000.00.
 - TOTAL: \$100,000.00
- **Maintenance of Burrowing Owl Preserve/Conservation Easement:** The District anticipates having to complete maintenance activities related to the Burrowing Owls and Bald Eagle Conservation Easements, at an estimated cost of \$9,500.00.
- **Conservation Area Fencing:** The District does not anticipate having to install any additional fencing around the conservation area during the 2022-2023 fiscal year.
- **District-wide Contingency:** This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year. A contingency of \$4,000.00 is assumed for 2022-2023.

The Engineer recommends that the District should levy and collect an annual “Maintenance Assessment” to be determined, assessed and levied by the District’s Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining property and public improvements subject to VSD jurisdiction.

III. OWNERSHIP AND MAINTENANCE

Ownership and maintenance costs of the improvements is anticipated as set forth below:

**TABLE 1
VIERA STEWARDSHIP DISTRICT SUMMARY OF O & M COSTS – FY 2022-2023**

<u>Improvement</u>	<u>Ownership/Maintenance Entity</u>	<u>Estimated Actual Cost</u>
• Aquatic Weed Control; Strom Park, Reeling Park, Trasona, Kerrington, Loren Cove, Loren Cove South, Valencia, Seville, Sendero Cove and Bridgewater Drainage System	VSD	\$199,208.00
• PCT Area Maintenance	VSD	\$ 5,000.00
• Street Lighting	VSD	\$138,320.00
• Subdivision Contingency	VSD	\$ 3,000.00
• Aquatic Weed Control for Canal	VSD	\$138,095.00
• District Ecologist	VSD	\$ 10,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 1	VSD	\$ 6,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 2	VSD	\$100,000.00
• Maintenance of Burrowing Owl Preserve/ Conservation Easement	VSD	\$ 9,500.00
• District-wide Contingency	VSD	<u>\$ 4,000.00</u>
<i>Total</i>		<i>\$613,123.00</i>

IV. ENGINEER'S OPINION

It is my professional opinion that the summary of costs listed above is sufficient to meet the VSD's Operation and Maintenance obligations for FY 2022-2023.

The estimate of costs is only an estimate and not a guarantee maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Brevard County and quantities as represented on construction plans.

Where necessary, historical costs, information from other professional consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities in the Brevard County area.

Hassan Kamal, P.E.
Florida Registered Engineering #41951

APPENDIX A

DESCRIPTIONS: VSD BOUNDARY

Commence at a 4" X 4" concrete monument at the Northwest corner of Section 30, Township 25 South, Range 36 East and run N89°21'55"E, along the North line of said Section 30, a distance of 2,545.93 feet, to an iron rod and the POINT OF BEGINNING of the herein described lands; thence S08°24'33"E, a distance of 748.62 feet, to an iron rod; thence S08°55'25"E, a distance of 405.40 feet, to an iron rod; thence S07°53'09"E, a distance of 404.42 feet, to an iron rod; thence S07°41'38"E, a distance of 556.16 feet, to an iron rod; thence S08°07'57"E, a distance of 556.72 feet, to an iron rod; thence S07°54'48"E, a distance of 556.44 feet, to an iron rod; thence S08°10'16"E, a distance of 880.33 feet, to an iron rod; thence S07°57'39"E, a distance of 482.44 feet, to an iron rod; thence S79°41'18"W, a distance of 8.69 feet, to an iron rod; thence S07°38'31"E, a distance of 396.84 feet, to an iron rod; thence S13°30'01"W, a distance of 6.84 feet, to an iron rod; thence S68°53'11"W, a distance of 456.26 feet, to an iron rod; thence S75°44'29"W, a distance of 86.29 feet, to an iron rod; thence S64°14'40"W, a distance of 129.79 feet, to an iron rod; thence S68°29'29"W, a distance of 703.75 feet, to an iron rod; thence S03°43'55"E, a distance of 774.28 feet, to an iron rod; thence S03°43'05"E, a distance of 420.39 feet, to an iron rod; thence S17°31'55"W, a distance of 31.51 feet, to an iron rod; thence S02°10'23"W, a distance of 15.32 feet, to an iron rod; thence S84°49'06"W, a distance of 1,260.85 feet, to an iron rod; thence S65°26'07"W, a distance of 553.39 feet, to an iron rod; thence S65°16'09"W, a distance of 553.65 feet, to an iron rod; thence S65°26'06"W, a distance of 552.21 feet, to an iron rod; thence S65°42'09"W, a distance of 553.14 feet, to an iron rod; thence S86°33'52"W, a distance of 560.20 feet, to an iron rod; thence S86°36'43"W, a distance of 1,119.98 feet, to an iron rod; thence N15°49'12"W, a distance of 53.08 feet, to an iron rod; thence S88°41'21"W, a distance of 144.31 feet to an iron rod; thence S86°14'12"W, a distance of 360.22 feet, to an iron rod; thence S44°22'00"W, a distance of 2,194.87 feet, to an iron rod; thence S02°24'20"E, a distance of 99.12 feet, to an iron rod; thence S46°55'21"W, a distance of 146.56 feet, to an iron rod; thence S65°38'19"W, a distance of 194.77 feet, to an iron rod; thence S63°42'25"W, a distance of 577.43 feet, to an iron rod; thence S69°45'01"W, a distance of 412.41 feet, to an iron rod; thence N89°15'09"W, a distance of 79.29 feet, to an iron rod; thence S73°35'49"W, a distance of 521.37 feet, to an iron rod; thence S87°25'48"W, a distance of 483.14 feet, to an iron rod; thence S87°26'32"W, a distance of 966.55 feet, to an iron rod; thence S87°21'06"W, a distance of 485.66 feet, to an iron rod; thence S62°14'38"W, a distance of 444.40 feet, to an iron rod; thence S62°17'07"W, a distance of 446.88 feet, to an iron rod; thence S62°19'23"W, a distance of 358.90 feet, to an iron rod; thence S62°27'13"W, a distance of 370.19 feet, to an iron rod; thence S77°23'47"W, a distance of 411.83 feet, to an iron rod; thence S00°53'45"W, a distance of 125.73 feet, to an iron rod; thence S00°13'05"W, a distance of 658.60 feet, to an iron rod; thence S00°02'40"E, a distance of 1,583.00 feet, to an iron rod; thence S00°01'31"E, a distance of 543.46 feet, to an iron rod; thence S06°38'41"E, a distance of 236.05 feet, to an iron rod; thence S00°05'15"W, a distance of 1,609.02 feet, to an iron rod, thence N89°56'44"E, a distance of 1,150.63 feet, to an iron rod; thence N89°41'56"E, a distance of 575.37 feet, to an iron rod; thence S89°48'28"E, a distance of 575.27 feet, to an iron rod; thence S05°17'41"E, a distance of 5,150.06 feet, to an iron rod; thence S88°28'59"W, a distance of 892.20 feet, to an iron rod; thence S89°18'35"W, a distance of 1,352.16 feet, to an iron rod; thence N88°11'42"W, a distance of 478.57 feet, to an iron rod; thence S04°20'09"W, a distance of 165.35 feet, to an iron rod; thence S44°31'42"E, a distance of 1,884.04 feet, to an iron rod; thence S44°35'30"E, a distance of 3,917.97 feet, to an iron rod; thence S62°09'21"E, a distance of 2,317.97 feet, to an iron rod; thence S61°05'48"E, a distance of 649.92 feet, to an iron rod; thence N47°16'55"E, a distance of 35.75 feet, to an iron rod; thence S61°57'44"E, a distance of 923.38 feet, to an iron rod; thence S41°26'58"E, a distance of 273.10 feet, to an iron rod; thence S30°04'29"E, a distance of 310.25 feet, to an iron rod; thence S34°43'38"E, a distance of 598.07 feet, to an iron rod; thence S26°25'22"E, a distance of 301.86 feet, to an iron rod; thence

S04°19'41"E, a distance of 773.92 feet, to an iron rod; thence S03°54'52"E, a distance of 1,444.29 feet, to an iron rod; thence S88°57'24"E, a distance of 504.03 feet, to an iron rod; thence S13°21'03"W, a distance of 118.12 feet, to an iron rod; thence S34°02'56"W, a distance of 1,348.21 feet, to an iron rod; thence S45°13'06"W, a distance of 1,297.85 feet, to an iron rod; thence S63°01'28"W, a distance of 72.85 feet, to an iron rod; thence S35°48'10"E, a distance of 45.45 feet, to an iron rod; thence S36°43'44"E, a distance of 81.14 feet, to an iron rod; thence S43°22'10"E, a distance of 2,416.90 feet, to an iron rod; thence S54°43'27"E, a distance of 118.25 feet, to an iron rod; thence S76°01'08"E, a distance of 114.63 feet, to an iron rod; thence S89°15'48"E, a distance of 397.01 feet, to an iron rod; thence S67°53'23"E, a distance of 92.26 feet, to an iron rod; thence S27°40'02"E, a distance of 156.14 feet, to an iron rod; thence S64°16'29"E, a distance of 37.61 feet, to an iron rod; thence S89°15'14"E, a distance of 352.87 feet, to an iron rod; thence S85°51'17"E, a distance of 307.67 feet, to an iron rod; thence N86°54'20"E, a distance of 151.74 feet, to an iron rod; thence N76°30'06"E, a distance of 261.56 feet, to an iron rod; thence N87°06'14"E, a distance of 251.77 feet, to an iron rod; thence N88°53'08"E, a distance of 158.24 feet, to an iron rod; thence N85°02'05"E, a distance of 159.48 feet, to an iron rod; thence S87°50'11"E, a distance of 174.88 feet, to an iron rod; thence S83°44'02"E, a distance of 176.43 feet, to an iron rod; thence S86°24'25"E, a distance of 258.17 feet, to an iron rod; thence S81°07'19"E, a distance of 151.23 feet, to an iron rod; thence N73°40'28"E, a distance of 247.99 feet, to an iron rod; thence N84°35'54"E, a distance of 81.80 feet, to an iron rod; thence S79°39'38"E, a distance of 98.82 feet, to an iron rod; thence S67°29'44"E, a distance of 168.94 feet, to an iron rod; thence S56°25'12"E, a distance of 206.81 feet, to an iron rod; thence S70°16'15"E, a distance of 241.47 feet, to an iron rod; thence S71°16'02"E, a distance of 271.51 feet, to an iron rod; thence S76°57'22"E, a distance of 144.38 feet, to an iron rod; thence S83°43'51"E, a distance of 362.54 feet, to an iron rod; thence S82°09'02"E, a distance of 428.93 feet, to an iron rod; thence S76°54'20"E, a distance of 74.04 feet, to an iron rod; thence S69°05'45"E, a distance of 73.41 feet, to an iron rod; thence S54°06'44"E, a distance of 97.18 feet, to an iron rod; thence S37°26'00"E, a distance of 287.82 feet, to an iron rod; thence S54°56'39"E, a distance of 72.06 feet, to an iron rod; thence S73°11'26"E, a distance of 65.07 feet, to an iron rod; thence S79°38'52"E, a distance of 374.93 feet, to an iron rod; thence S74°51'17"E, a distance of 156.56 feet, to an iron rod; thence S60°41'38"E, a distance of 171.07 feet, to an iron rod; thence S75°22'42"E, a distance of 109.56 feet, to an iron rod; thence S52°26'28"E, a distance of 84.10 feet, to an iron rod; thence S41°24'22"E, a distance of 210.47 feet, to an iron rod; thence S38°52'45"E, a distance of 174.40 feet, to an iron rod; thence S33°54'38"E, a distance of 212.94 feet, to an iron rod; thence S37°40'21"E, a distance of 119.90 feet, to an iron rod; thence S63°38'27"E, a distance of 397.23 feet, to an iron rod; thence S54°42'23"E, a distance of 137.02 feet, to an iron rod; thence S66°28'00"E, a distance of 72.13 feet, to an iron rod; thence S74°03'50"E, a distance of 526.89 feet, to an iron rod; thence S65°07'14"E, a distance of 169.50 feet, to an iron rod; thence S56°11'35"E, a distance of 261.82 feet, to an iron rod; thence S62°05'45"E, a distance of 141.63 feet, to an iron rod; thence S82°38'30"E, a distance of 227.95 feet, to an iron rod; thence S64°34'06"E, a distance of 134.09 feet, to an iron rod; thence S44°50'15"E, a distance of 117.21 feet, to an iron rod; thence S36°18'31"E, a distance of 242.72 feet, to an iron rod; thence S49°43'39"E, a distance of 178.02 feet, to an iron rod; thence S45°48'41"E, a distance of 179.26 feet, to an iron rod; thence S49°49'20"E, a distance of 214.19 feet, to an iron rod; thence S41°48'48"E, a distance of 222.20 feet, to an iron rod; thence S48°35'30"E, a distance of 200.25 feet, to an iron rod; thence S61°25'40"E, a distance of 428.09 feet, to an iron rod; thence S63°06'44"E, a distance of 644.39 feet, to an iron rod; thence S62°46'04"E, a distance of 678.14 feet, to an iron rod; thence S62°43'50"E, a distance of 652.63 feet, to an iron rod; thence S53°36'34"E, a distance of 218.94 feet, to an iron rod; thence S64°10'09"E, a distance of 726.09 feet, to an iron rod; thence S64°07'34"E, a distance of 634.55 feet, to an iron rod; thence S62°56'15"E, a distance of 752.40 feet, to an iron rod; thence S65°29'06"E, a distance of 118.42

feet, to an iron rod; thence S59°29'15"E, a distance of 116.71 feet, to an iron rod; thence S41°56'01"E, a distance of 88.47 feet, to an iron rod; thence S39°21'46"E, a distance of 287.92 feet, to an iron rod; thence S39°13'55"E, a distance of 321.23 feet, to an iron rod; thence S39°37'39"E, a distance of 318.13 feet, to an iron rod; thence S51°26'09"E, a distance of 73.03 feet, to an iron rod; thence S75°43'21"E, a distance of 132.64 feet, to an iron rod; thence S81°00'26"E, a distance of 449.69 feet, to an iron rod; thence S61°25'12"E, a distance of 181.24 feet, to an iron rod; thence S76°11'38"E, a distance of 79.34 feet, to an iron rod; thence N83°23'17"E, a distance of 57.02 feet, to an iron rod; thence N57°28'51"E, a distance of 65.75 feet, to an iron rod; thence N48°12'37"E, a distance of 218.65 feet, to an iron rod; thence S71°43'37"E, a distance of 109.38 feet, to an iron rod; thence S55°14'02"E, a distance of 91.32 feet, to an iron rod; thence S38°01'21"E, a distance of 56.46 feet, to an iron rod; thence S03°46'11"E, a distance of 62.49 feet, to an iron rod; thence S00°46'56"W, a distance of 262.22 feet, to an iron rod; thence S13°01'47"E, a distance of 243.27 feet, to an iron rod; thence S16°57'33"E, a distance of 140.72 feet, to an iron rod on the South line of the Southeast one-quarter of Section 33, Township 26 South, Range 36 East; thence N88°28'46"E along the South line of said Section 33, 1212.95 feet to Southwest Corner of Section 34, Township 26 South, Range 36 East; thence N89°06'05"E along the South line of said Section 34, 4798.14 feet to a point on the West Right-of-Way line of Interstate 95 (Circuit Court Book 53, Pages 359-363, Public Records of Brevard County Florida), thence N00°03'59"W, along said Right-of-Way 2480.30 feet; thence N00°28'45"W, 328.41 feet, to a point on the South Boundary line of Nail Farms (Deed Book 63, Page 155, Public Records of Brevard County, Florida); thence S78°21'10"W along said South Line, 303.63 feet; thence N00°38'50"W, 554.40 feet; thence N89°21'11"E, 290.53 feet, to a point on the said West Right-of-Way line of Interstate 95 and a non-tangent intersection with a curve to the left; Thence along said Right-of-Way line and the arc of said curve, (said curve being concave to the West and having a radius of 22800.32 feet; a radial bearing of S87°51'38"W, a delta angle of 12°22'37", a chord distance of 4915.73 feet; and a chord bearing of N08°19'41"W) a distance of 4925.30 feet to the end of said curve; thence N14°30'59"W, 4457.16 feet; thence S75°29'01"W, 200.00 feet; thence N14°30'59"W, 950.00 feet; thence N75°29'01"E, 200.00 feet; thence N14°30'59"W, 4932.58 feet to the Southeast corner of the Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 3 (Plat Book 44 Pages 52-54, Public Records of Brevard County, Florida); thence S61°38'33"W along the South line of said Plat, 86.02 feet to a non-tangent intersection with a curve to the left; Thence along the arc of said curve, (said curve being concave to the West and having a radius of 750.00 feet; a radial bearing of S61°38'33"W, a delta angle of 33°08'08", a chord distance of 427.72 feet; and a chord bearing of N44°55'31"W) a distance of 433.74 feet to the end of said curve and a point on the East line of a parcel of land described in Official Records Book 4568, Pages 518-522, Public Records of Brevard County, Florida; thence S14°30'59"E along the East line of said parcel, 253.23 feet; thence S75°13'39"W, 717.10 feet; thence N14°17'52"W, 287.62 feet to the beginning of a curve to the right; Thence along the arc of said curve, (said curve being curved concave to the East and having a radius of 50.00 feet; a delta angle of 39°18'18", a chord distance of 33.63 feet; and a chord bearing of N05°21'17"E) a distance of 34.30 feet to the beginning of a reverse curve to the left; Thence along the arc of said curve, (said curve being curved concave to the West and having a radius of 195.00 feet; a delta angle of 39°31'10", a chord distance of 131.85 feet, and a chord bearing of N05°14'51"E) a distance of 134.50 feet to the Southeast corner of the Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 5 (Plat Book 45, Page 22, Public Records of Brevard County, Florida) and a non-tangent intersection with a curve to the left; Thence along the South line of said Plat and the arc of said curve, (said curve being concave to the Southeast and having a radius of 750.00 feet; a radial bearing of S25°55'03"E, a delta angle of 47°24'20", a chord distance of 602.99 feet; and a chord bearing of S40°22'47"W) a distance of 620.54 feet to the end of said curve; thence S76°30'35"W, 326.63 feet to the Southwest corner of said plat and a point on the East line of the Plat of Trafford West (Plat Book 51, Page 54, Public Records of

Brevard County, Florida) and a non-tangent intersection with a curve to the right; Thence along the East line of said plat and arc of said curve, (said curve being concave to the West and having a radius of 3025.00 feet; a delta angle of 01°51'26", a chord distance of 98.06 feet; and a chord bearing of S12°33'47"E) a distance of 98.06 feet to a non-tangent intersection with the Southerly boundary of said plat; thence along said Southerly boundary the following 5 courses and distances:

1) S89°08'33"W, 217.69 feet;

2) S35°10'57"W, 136.27 feet;

3) S00°51'27"E, 242.81 feet;

4) S89°08'33"W, 725.22 feet;

5) N00°51'27"W, 898.20 feet to the Northwest corner of Tract A of said Trafford West, and a point on the South Right-of-Way line of Trafford Drive;

thence S89°08'33"W along said Right-of-Way line of Trafford Drive, 50.00 feet to the Southwest corner of Trafford Drive; thence N00°51'27"W along the West line of Trafford Drive, 100.00 feet to the Northwest corner of Trafford Drive; thence N89°08'33"E along the North Right-of-Way line of Trafford Drive, 70.79 feet to the Southwest corner of that certain parcel of land described in Official Records Book 4939, Page 1184; thence N00°51'24"W, along the West line of said parcel, 401.50 feet to the Northwest corner of said parcel; thence N89°08'33"E, along the North line of said Parcel, 590.76 feet to the Northeast corner of said parcel and a point on the West Right-of-Way line of Lake Andrew Drive (150' Right-of Way, Tract G-1, Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 4, Plat Book 44, Pages 91-92); thence N31°59'26"W along said West Right-of-Way, 1061.84 feet to the beginning of a curve to the right; Thence along the arc of said curve, (said curve being concave to the Northeast and having a radius of 2075.00 feet; a delta angle of 10°02'20", a chord distance of 363.10 feet, and a chord bearing of N26°58'16"W) a distance of 363.57 feet to the end of said curve; thence S69°25'46"W, 700.00 feet; thence N20°34'14"W, 100.00 feet; thence S69°25'46"W, 208.37 feet; thence S89°08'33"W, 566.39 feet; thence S44°08'33"W, 1022.48 feet; thence S89°08'33"W, 150.00 feet; thence N00°51'27"W, 318.85 feet; thence S89°08'33"W, 40.00 feet; thence N00°51'27"W, 40.00 feet; thence S89°08'33"W, 1293.68 feet; thence N00°51'27"W, 1059.47 feet; thence S89°08'33"W, 150.00 feet; thence S00°51'27"E, 438.26 feet; thence S89°08'33"W, 1552.65 feet; thence N00°35'21"E, 849.03 feet to a point on the South Right-of Way line of Wickham Road (Plat of Wickham Road Extension, Plat Book 50, Page 10, Public Records of Brevard County, Florida); thence S89°08'33"W along the South line of said plat, 2225.96 feet to the Southwest corner of said Plat; thence N00°51'27"W along the West line of said plat, 150.00 feet to the Northwest corner of said plat of Wickham Road Extension, and a point on the South line of the Plat of Heritage Isle - Phase 1 (Plat Book 50, Pages 61-66, Public Records of Brevard County, Florida); thence S89°08'33"W along the South line of said plat of Heritage Isle - Phase 1, 1772.10 feet to a point on the West line of the Viera Development of Regional Impact (DRI) (as described in Official Records Book 4459, Page 3677, Public Records of Brevard County, Florida) and the West line of Section 8, Township 26 South, Range 36 East; thence N00°35'22"W along the West line of said Viera DRI and Section 8, 5227.90 feet to the Southwest Corner of Section 5, Township 26 South, Range 36 East; thence N00°33'35"W along the West line of said Section 5, 5290.28 feet to the Southwest corner of Section 32, Township 25 South, Range 36 East thence N00°31'18"E along the West line of said Section 32, 4667.92 feet; thence N66°33'30"E, 1990.78 feet to the beginning of a curve to the left; Thence along the arc of said curve, (said curve being curved concave to the Northwest and having a radius of 2988.25 feet; a delta angle of 28°53'46", a chord distance of 1491.15 feet; , and a chord bearing of N52°06'37"E) a distance of 1507.07 feet to the end of said curve and an intersection with a non-tangent line; thence N26°25'15"W, along said non-tangent line, 1508.04 feet; thence N00°33'05"W, 470.00 feet; thence N45°39'16"W, 1200.05 feet; thence S89°26'55"W, 150.00 feet; thence N45°51'06"W, 274.34 feet; thence N00°33'05"W, 1456.41 feet to a point on the North line of Section 29, Township 25

South, Range 36 East; thence S89°20'44"W along the North line of said Section 29, 1153.36 feet to the Northeast corner of Section 30, Township 25 South, Range 36 East; Thence S89°23'19"W along the North line of said Section 30, 2789.62 feet to the POINT OF BEGINNING.
Subject to Easements, Restrictions, Reservations and Rights-of-way of record.

LESS AND EXCEPT those certain parcels of land described in Official Records Book 2951, Page 1574; Official Records Book 3412, Page 4823; Official Records Book 4203, Page 2463; Official Records Book 5262, Page 3838; AND LESS AND EXCEPT that certain parcel of land described in Civil Action Documents 96-16731-CA-F; all being recorded in the Public Records of Brevard County, Florida.

TOGETHER WITH that certain parcel described in Official Records Book 5262, Page 3836, Public Records of Brevard County, Florida, CONTAINING 13,472.28 AC, MORE OR LESS.

TOGETHER ALSO WITH PARCELS 1, 3 AND 5 AS DESCRIBED BELOW:

PARCEL 1

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VIERA HEALTH COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, ALONG THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY-PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 571.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; THENCE N63°19'07"E A DISTANCE OF 201.40 FEET; THENCE S44°08'33"W A DISTANCE OF 307.13 FEET TO THE SOUTHEAST CORNER OF SAID STADIUM PARKWAY-PHASE 3; THENCE N00°51'27"W ALONG THE EAST LINE OF STADIUM PARKWAY-PHASE 3 A DISTANCE OF 151.95 FEET TO THE POINT OF BEGINNING CONTAINING 0.29 ACRES, MORE OR LESS.

PARCEL 3

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VIERA HEALTH COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, ALONG THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY-PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 571.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED

CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; THENCE N63°19'07"E A DISTANCE OF 201.40 FEET; THENCE N44°08'33"E A DISTANCE OF 183.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N26°40'53"W A DISTANCE OF 209.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 50°04'48"), A DISTANCE OF 25.34 FEET TO THE CUSP OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 6°05'46", A CHORD LENGTH OF 23.93 AND A CHORD BEARING OF S87°48'34"E), A DISTANCE OF 23.94 FEET TO THE END OF SAID CURVE; THENCE N89°08'33"E A DISTANCE OF 287.92 FEET; THENCE S44°08'33"W A DISTANCE OF 284.10 FEET TO THE POINT OF BEGINNING CONTAINING 0.69 ACRES MORE OR LESS.

PARCEL 5

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN ALONG THE CURVED WEST RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS 2075.00 FEET, A CENTRAL ANGLE OF 3°25'39", A CHORD LENGTH OF 124.11 FEET AND A CHORD BEARING OF S20°14'16"E), A DISTANCE OF 124.13 FEET TO THE AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; THENCE S69°25'46"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 4.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S69°25'46"W A DISTANCE OF 72.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A RADIUS 160.00 FEET, A CENTRAL ANGLE OF 19°07'37", A CHORD LENGTH OF 53.16 FEET AND A CHORD BEARING OF N58°37'43"E) A DISTANCE OF 53.41 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS 25.00 FEET, A CENTRAL ANGLE OF 54°16'38", A CHORD LENGTH OF 22.81 FEET AND A CHORD BEARING OF S84°40'09"E) A DISTANCE OF 23.68 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES MORE OR LESS.

LESS AND EXCEPT WATERSONG SOUTH AT VIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 58, PG 3, PUBLIC RECORDS OF BREVARD COUNTY, CONTAINING 22.3 AC, MORE OR LESS

ALSO LESS AND EXCEPT PARCELS 2, 4, 6 AND 7 AS DESCRIBED BELOW:

PARCEL 2

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VIERA HEALTH COMPLEX,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 6,
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, ALONG
THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY-PHASE 3, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 5, PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 571.05 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT; THENCE DEPARTING SAID RIGHT-OF-WAY
LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED
CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A
CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID
CURVE; THENCE N63°19'07"E A DISTANCE OF 201.40 FEET TO THE POINT OF
BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N44°08'33"E A
DISTANCE OF 183.75 FEET; THENCE S26°40'53"E A DISTANCE OF 70.23 FEET TO THE
BEGINNING OF 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
25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO
THE END OF SAID CURVE; THENCE S89°08'33"W A DISTANCE OF 22.75 TO THE
BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE
(SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS
OF 225.00 FEET AND A CENTRAL ANGLE OF 25°49'26"), A DISTANCE OF 101.41 FEET
TO THE END OF SAID CURVE; THENCE S63°19'07"W A DISTANCE OF 19.18 FEET TO
THE POINT OF BEGINNING CONTAINING 0.18 ACRES, MORE OR LESS.

PARCEL 4

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH
COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE,
ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT
BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN
ALONG THE CURVED SOUTH LINE OF SAID VIERA HEALTH COMPLEX, (SAID
CURVE BEING CURVED CONCAVE TO THE NORTHWEST, HAVING A RADIUS 25.00
FEET, A CENTRAL ANGLE OF 87°57'13", A CHORD LENGTH OF 34.72 FEET AND A
CHORD BEARING OF S25°27'10"W), A DISTANCE OF 38.38 FEET TO THE END OF SAID
CURVE; THENCE CONTINUE ALONG SAID SOUTH LINE S69°25'46"W A DISTANCE OF
675.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN
DESCRIBED; THENCE S69°25'46"W A DISTANCE OF 208.37 FEET; THENCE S89°08'33"W
A DISTANCE OF 566.39 FEET; THENCE S44°08'33"W A DISTANCE OF 247.49 FEET;
THENCE N89°08'33"E A DISTANCE OF 637.14 FEET TO THE BEGINNING OF A CURVE
TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING
CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 775.00 FEET AND A
CENTRAL ANGLE OF 19°42'47"), A DISTANCE OF 266.64 FEET TO THE END OF SAID
CURVE; THENCE N69°25'46"E A DISTANCE OF 240.26 FEET TO A CUSP OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED
CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL
ANGLE OF 99°02'06", A CHORD LENGTH OF 38.03 FEET AND A CHORD BEARING OF

S19°54'43"W), A DISTANCE OF 43.21 FEET TO THE END OF SAID CURVE; THENCE S29°36'20"E A DISTANCE OF 98.46 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 475.00 FEET AND A CENTRAL ANGLE OF 6°02'07"), A DISTANCE OF 50.04 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 101°34'25"), A DISTANCE OF 44.32 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 17°12'40", A CHORD LENGTH OF 245.40 FEET AND A CHORD BEARING OF N34°10'47E), A DISTANCE OF 246.32 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S64°25'33"E ALONG SAID NON-TANGENT LINE A DISTANCE OF 70.00 FEET; THENCE N25°34'27"E A DISTANCE OF 202.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 23°29'28", A CHORD LENGTH OF 65.14 FEET AND A CHORD BEARING OF N37°19'11"E), A DISTANCE OF 65.60 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; THENCE S69°25'46"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 622.64 FEET; THENCE N20°34'14"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 5.54 ACRES MORE OR LESS.

PARCEL 6

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN ALONG THE CURVED WEST RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS 2075.00 FEET, A CENTRAL ANGLE OF 3°25'39", A CHORD LENGTH OF 124.11 FEET AND A CHORD BEARING OF S20°14'16"E), A DISTANCE OF 124.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S69°25'46"W A DISTANCE OF 4.62 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, HAVING A RADIUS 25.00 FEET, A CENTRAL ANGLE OF 35°11'07", A CHORD LENGTH OF 15.11 FEET AND A CHORD BEARING OF S39°56'17"E) A DISTANCE OF 15.35 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS 2075.00 FEET, A CENTRAL ANGLE OF 0°23'38", A CHORD LENGTH OF 14.26 FEET AND A CHORD BEARING OF N22°08'55"W) A DISTANCE OF 14.26 FEET TO THE POINT OF BEGINNING CONTAINING 20.97 SQUARE FEET MORE OR LESS.

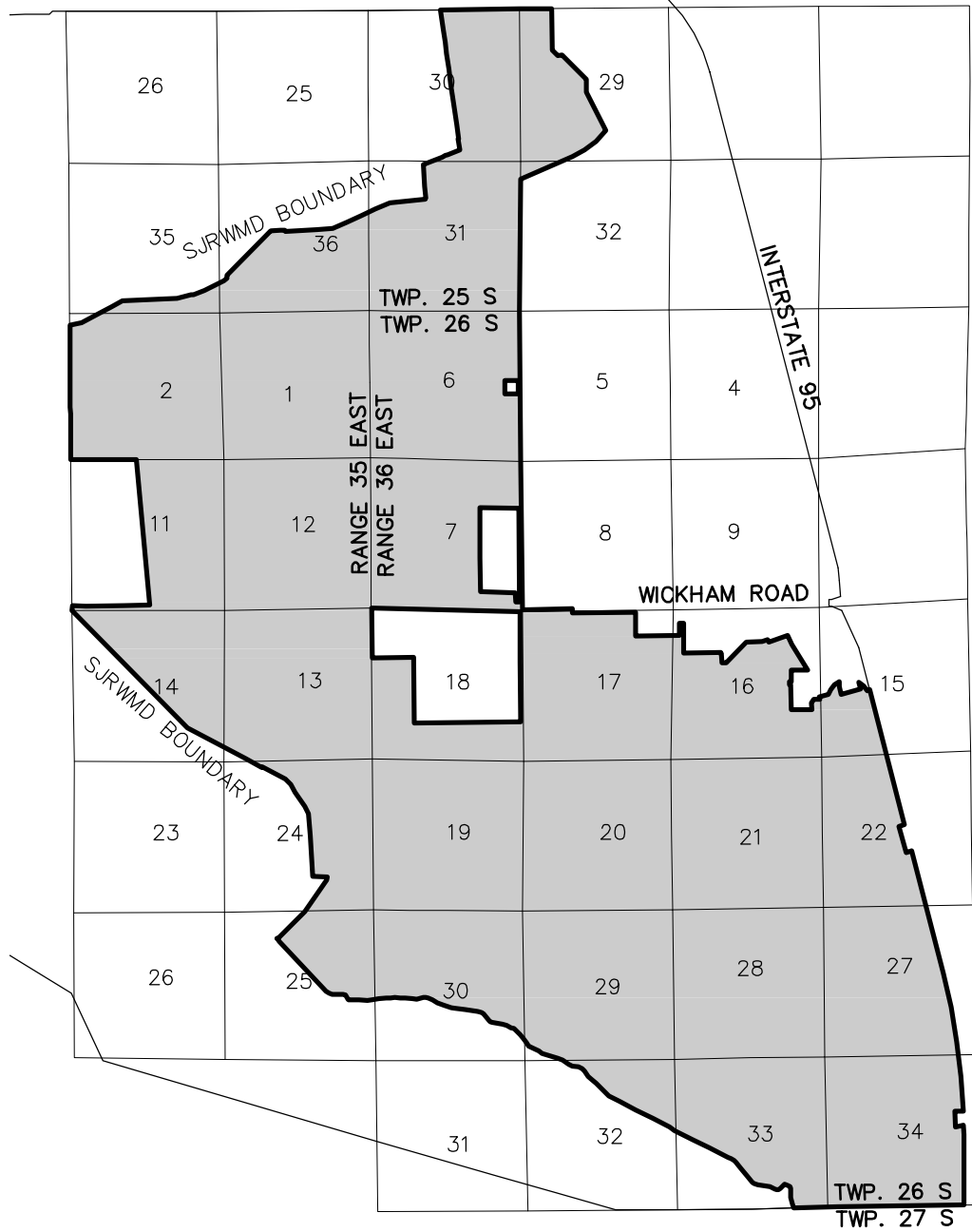
PARCEL 7

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE PLAT OF WATERSONG SOUTH
AT VIERA AS RECORDED IN PLAT BOOK 58, PAGE 3, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA; THENCE N00°51'27"W ALONG THE EAST LINE OF
SAID WATERSONG SOUTH A DISTANCE OF 1059.47 FEET TO THE SOUTHWEST
CORNER OF WYNDHAM DRIVE (150' RIGHT-OF-WAY AS RECORDED IN PLAT BOOK
57 PAGE 60, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE
N89°08'33"E ALONG THE SOUTH LINE OF SAID WYNDHAM DRIVE 150.00 FEET TO
THE SOUTHEAST CORNER OF SAID WYNDHAM DRIVE; THENCE S00°51'27"E A
DISTANCE OF 1059.47 FEET; THENCE S89°08'33"W A DISTANCE OF 150.00 FEET TO
THE POINT OF BEGINNING CONTAINING 3.65 ACRES MORE OR LESS.

TOTAL NET ACREAGE: 13,441.6 MORE OR LESS

APPENDIX B



VIERA STEWARDSHIP DISTRICT
LOCATION MAP

NTS



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3674 FAX: (321) 723-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 6/17/13
 DRAWN: WFV
 CHECKED: HAK
 DRAWING# 11198_200_001
 PROJECT# 11198
 SHEET 1 OF 1

**VIERA
STEWARDSHIP DISTRICT**

5C

RESOLUTION 2022-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE VIERA STEWARDSHIP DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Viera Stewardship District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended (“**Act**”); and

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in July, 2022, submitted to the Board of Supervisors (“**Board**”) of the Viera Stewardship District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022, and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of the Act; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of the Act; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to the Act; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

WHEREAS, the Act, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, has

considered any proposed amendments thereto, and approves the appropriations reflected in the Proposed Budget, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of the Act ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Viera Stewardship District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$1,607,032 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$ 772,774
DEBT SERVICE FUND (SERIES 2021)	<u>\$ 834,258</u>
TOTAL ALL FUNDS	\$1,607,032

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within sixty (60) days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST, 2022.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2022/2023 Budget

**VIERA
STEWARDSHIP DISTRICT**

6

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Viera Stewardship District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended (“**Act**”), for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Brevard County, Florida (“**County**”); and

WHEREAS, the District has or anticipates providing certain operation, maintenance and environmental services in accordance with the Act; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, the Act, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Viera Stewardship District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B”**;

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B”**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to the Act, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B”**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments are due on a prorated quarterly basis with 25% due on October 1, 2022, 25% due on January 1, 2023, 25% due on April 1, 2023, and 25% due on July 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special 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 special 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 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST, 2022.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A: Budget

**VIERA
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**VIERA
STEWARDSHIP DISTRICT
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**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 507,537				\$ 652,352
Allowable discounts	(20,301)				(26,094)
Assessment levy - net	487,236	\$ 476,833	\$ 10,403	\$ 487,236	626,258
Assessment levy - off-roll	111,211	55,606	55,605	111,211	129,159
Interest	400	-	400	400	1,000
Total revenues	<u>598,847</u>	<u>532,439</u>	<u>66,408</u>	<u>598,847</u>	<u>756,417</u>
EXPENDITURES					
Professional & administrative					
Supervisors	1,699	431	1,268	1,699	2,153
Management/recording/accounting	41,000	22,000	24,000	46,000	48,000
Legal	30,000	20,227	9,773	30,000	30,000
Engineering	10,000	839	7,500	8,339	10,000
Ecologist	10,000	-	8,000	8,000	10,000
Audit	3,700	-	3,700	3,700	5,200
Dissemination agent: series 2021	500	417	500	917	1,000
DSF accounting: series 2021	-	2,083	2,500	4,583	5,000
Trustee: series 2021	-	-	-	-	5,000
Arbitrage rebate calculation: series 2021	-	-	-	-	500
Insurance	12,000	10,868	-	10,868	12,000
Legal advertising	3,000	1,306	1,694	3,000	3,000
Printing & binding	100	50	50	100	100
Telephone	100	50	50	100	100
Postage	250	-	250	250	250
Annual special district fee	175	175	-	175	175
Website hosting & maint	1,000	-	1,680	1,680	705
Website ADA compliance	-	-	210	210	210
Office supplies	100	-	100	100	-
Other current charges	200	-	200	200	-
Capital outlay	100	-	100	100	-
Contingencies / bank charges	200	38	162	200	900
Property appraiser	1,861	1,861	-	1,861	2,281
Tax collector	10,131	9,541	590	10,131	13,047
Total professional & administrative	<u>126,116</u>	<u>69,886</u>	<u>62,327</u>	<u>132,213</u>	<u>149,621</u>

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
Field Management Operations					
Field manager	-	-	-	-	5,000
O&M accounting	-	2,500	2,500	5,000	5,000
Total field management operations	<u>-</u>	<u>2,500</u>	<u>2,500</u>	<u>5,000</u>	<u>10,000</u>
Maintenance - Platted Lots/Subdivision					
Drainage system and natural areas	170,720	97,407	101,514	198,921	199,208
Maintenance: PCT area	5,000	1,485	3,515	5,000	5,000
Street lighting	104,000	47,260	56,740	104,000	138,320
Contingency: subdivision	3,000	-	3,000	3,000	3,000
Total maintenance - platted lots/subdivisions	<u>282,720</u>	<u>146,152</u>	<u>164,769</u>	<u>310,921</u>	<u>345,528</u>
Maintenance - Environmental (District-wide)					
Canals: aquatic weed control & maint	137,495	18,350	119,145	137,495	138,095
Ecologist: monitoring & misc	10,000	7,166	2,834	10,000	10,000
Wetland/habitat maint VWP, Stage 1	6,000	-	6,000	6,000	6,000
Wetland/habitat mainte VWP, Stage 2	100,000	21,908	78,092	100,000	100,000
Burrowing owl easement maintenance	9,500	-	9,500	9,500	9,500
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Total maintenance - environmental (District-wide)	<u>266,995</u>	<u>47,424</u>	<u>219,571</u>	<u>266,995</u>	<u>267,595</u>
Total expenditures	<u>675,831</u>	<u>265,962</u>	<u>449,167</u>	<u>715,129</u>	<u>772,744</u>
Excess/(deficiency) of revenues over/(under) expenditures	(76,984)	266,477	(382,759)	(116,282)	(16,327)
Fund balance - beginning (unaudited)	58,586	178,032	444,509	178,032	61,750
Fund balance - ending (projected)	-	-	-	-	-
Unassigned	-	-	-	-	-
Fund balance - ending (projected)	<u>\$ 17,480</u>	<u>\$ 444,509</u>	<u>\$ 97,628</u>	<u>\$ 61,750</u>	<u>\$ 45,423</u>

**VIERA
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional and Administrative Services

Supervisors	Each supervisor shall be entitled to receive an amount not to exceed \$200 per board meeting, not to exceed \$4,800 per year per supervisor, or an annual amount established by the electors at a referendum.	\$ 2,153
Management/recording/accounting	Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds and, operate and maintain the assets of the community.	48,000
Legal	KE Law Group, PLLC. provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	30,000
Engineering	BSE Consulting provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	10,000
Ecologist	The District is required, pursuant to the Development Order, to retain and fund an independent environmental biologist or ecologist as a member of the District's staff, to provide independent scientific advice and recommendations regarding scientific issues that relate to the implementation of the Habitat Management Plan and the achievement of the goals and objectives of the Habitat Management Plan within the Viera Wilderness Park. Zev Cohen & Associates serves as the environmental professional.	10,000
Audit	The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Auditor General. Berger, Tombs, Elam, Gaines & Frank conducts the District audit.	5,200
Dissemination agent: series 2021	The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. Wrathell, Hunt and Associates, LLC serves as the dissemination agent.	1,000
DSF accounting: series 2021	Wrathell, Hunt and Associates, LLC provides assessment roll services, which include preparing, maintaining and transmitting the annual lien roll with the annual special assessment amounts for the operating, maintenance and capital assessments.	5,000
Trustee: series 2021	US Bank National Association serves as Trustee, Paying Agent and Bond Registrar for the bonds.	5,000
Arbitrage rebate calculation	To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	500

**VIERA
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Insurance	12,000
The District carries public officials and general liability insurance with policies written by Florida Insurance Alliance.	
Legal advertising	3,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Printing & binding	100
Letterhead, envelopes, copies, agenda packages, etc.	
Telephone	100
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Website hosting & maint	705
Website enhancement and ADA website compliance.	
Website ADA compliance	210
Contingencies / bank charges	900
Bank charges and other miscellaneous expenses incurred during the year.	
Property appraiser	2,281
Monies due for roll maintenance	
Tax collector	13,047
Monies due for tax collections	
Field Management Operations	
Field manager	5,000
The field manager is responsible for the day-to-day field operations. These responsibilities include, but are not limited to, preparing and bidding of services and commodities, contract administration, reviewing & coding invoices, preparation of and implementation of operating schedules and policies, ensuring compliance with all operating permits, prepare and implement field operating budgets, provide information/education to public regarding District programs and attends Board meetings.	
O&M accounting	5,000
Accounting activities related to the processing of payments to vendors, suppliers, and contractors related to field management operations.	
Maintenance - Platted Lots/Subdivision	
Drainage system and natural areas	199,208
The District has a contract with Ecor Industries for maintenance of stormwater lakes for aquatic weed and hydrilla control, inspections, and maintenance of natural areas. Fees for the maintenance of stormwater lakes for all current and anticipated ponds coming online are \$15,209 per month for a total of \$182,508 annually. The District also has a contract with Ecor Industries for maintenance of natural areas with bi-monthly fees of \$1,850, totaling \$11,100 annually, and maintenance of natural areas in Adelaide (northwest corner) with quarterly fees of \$1,400, totaling \$5,600 annually.	
Maintenance: PCT area	5,000
Hand trimming and thinning will be performed by Tropic-Care of Florida on the Preferred Cover-type Tree canopy area.	
Street lighting	138,320
The District leases street lights from Florida Power & Light. Monthly lease and electrical costs are based on historical figures (422 existing streetlights) and the anticipated addition of 201 streetlights.	

**VIERA
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Contingency: subdivision 3,000
 This category includes any unforeseen maintenance or expenses within platted lots not listed above that may be incurred within the fiscal year.

Maintenance - Environmental (District-wide)

Canals: aquatic weed control & maint 138,095
 The community canals require aquatic weed control (herbicide applications and mechanical cleaning) and mowing, as well as any unscheduled or emergency repairs to the community canals. Aquatic weed control of the Two Mile Canal provided by Ecor Industries on a quarterly basis at a fee of \$1,075 per quarter totaling \$4,300 annually. Nautique dosing in the Two Mile Canal provided by Ecor Industries on a bi-monthly basis at \$1,700 per treatment totaling \$10,200 annually. Quarterly mowing of the community canal in Strom Park provided by Tropic-Care of Florida at a fee of \$2,700 per quarter totaling \$10,800 annually. Quarterly mowing of the Adelaide north canal provided by Tropic-Care of Florida at a fee of \$2,600 per quarter totaling \$10,400 annually. Canal maintenance provided by A. Duda & Sons in the estimated amount of \$99,895. Contingency of \$2,500 for erosion, emergency repairs, and other mowing as needed.

Ecologist: monitoring & misc 10,000
 The District's Ecologist will perform the first annual monitoring event, and compile/submit a monitoring report to the U.S. Army Corps of Engineers for Viera Wilderness Park (VWP) Stage 2

Wetland/habitat maint VWP, Stage 1 6,000
 Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP)

Wetland/habitat mainte VWP, Stage 2 100,000
 Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP). Includes mechanical removal and mulching of Brazilian pepper in VWP Stage 2 (conservation district) at a cost of \$2,500 per week for 30 weeks totaling \$75,000. Mowing/mulching and tractor spraying for cogon grass in the conservation district at a cost of \$6,500 for two weeks totaling \$13,000. Targeted spraying in the fall with a ground crew of mitigation areas in the conservation district near I-95 at a cost of \$12,000.

Burrowing owl easement maintenance 9,500
 The District anticipates having to maintain this preserve area for the following items:
 • Maintenance of VBOP (222 acres) at a cost of \$7,500.
 • Reconnaissance level monitoring of the three burrowing owl preserves and information reporting by the environmental professional at a cost of \$2,000.

Contingency: district-wide 4,000
 This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year.

Total expenditures \$ 772,744

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Interest	\$ -	\$ 47	\$ -	\$ 47	\$ -
Total revenues	-	47	-	47	-
EXPENDITURES					
Debt service					
Principal	-	-	-	-	-
Interest	-	-	375,416	375,416	834,258
Cost of issuance	-	201,815	-	201,815	-
Underwriter's discount	-	477,300	-	477,300	-
Total expenditures	-	679,115	375,416	1,054,531	834,258
Excess/(deficiency) of revenues over/(under) expenditures	-	(679,068)	(375,416)	(1,054,484)	(834,258)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	2,422,891	-	2,422,891	-
Net original issue premium	-	546,331	-	546,331	-
Total other financing sources/(uses)	-	2,969,222	-	2,969,222	-
Fund balance:					
Net increase/(decrease) in fund balance	-	2,290,154	(375,416)	1,914,738	(834,258)
Beginning fund balance (unaudited)	-	-	2,290,154	-	1,914,738
Ending fund balance (projected)	\$ -	\$ 2,290,154	\$ 1,914,738	\$ 1,914,738	1,080,480
Use of fund balance:					
Debt service reserve account balance (required)					(660,753)
Interest expense - November 1, 2023					(417,129)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 2,598</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/22			375,415.88	375,415.88	23,865,000.00
11/01/22			417,128.75	417,128.75	23,865,000.00
05/01/23			417,128.75	417,128.75	23,865,000.00
11/01/23			417,128.75	417,128.75	23,865,000.00
05/01/24	490,000.00	2.300%	417,128.75	907,128.75	23,375,000.00
11/01/24			411,493.75	411,493.75	23,375,000.00
05/01/25	500,000.00	2.300%	411,493.75	911,493.75	22,875,000.00
11/01/25			405,743.75	405,743.75	22,875,000.00
05/01/26	515,000.00	2.300%	405,743.75	920,743.75	22,360,000.00
11/01/26			399,821.25	399,821.25	22,360,000.00
05/01/27	525,000.00	2.800%	399,821.25	924,821.25	21,835,000.00
11/01/27			392,471.25	392,471.25	21,835,000.00
05/01/28	540,000.00	2.800%	392,471.25	932,471.25	21,295,000.00
11/01/28			384,911.25	384,911.25	21,295,000.00
05/01/29	555,000.00	2.800%	384,911.25	939,911.25	20,740,000.00
11/01/29			377,141.25	377,141.25	20,740,000.00
05/01/30	575,000.00	2.800%	377,141.25	952,141.25	20,165,000.00
11/01/30			369,091.25	369,091.25	20,165,000.00
05/01/31	590,000.00	2.800%	369,091.25	959,091.25	19,575,000.00
11/01/31			360,831.25	360,831.25	19,575,000.00
05/01/32	605,000.00	3.125%	360,831.25	965,831.25	18,970,000.00
11/01/32			351,378.13	351,378.13	18,970,000.00
05/01/33	625,000.00	3.125%	351,378.13	976,378.13	18,345,000.00
11/01/33			341,612.50	341,612.50	18,345,000.00
05/01/34	645,000.00	3.125%	341,612.50	986,612.50	17,700,000.00
11/01/34			331,534.38	331,534.38	17,700,000.00
05/01/35	665,000.00	3.125%	331,534.38	996,534.38	17,035,000.00
11/01/35			321,143.75	321,143.75	17,035,000.00
05/01/36	690,000.00	3.125%	321,143.75	1,011,143.75	16,345,000.00
11/01/36			310,362.50	310,362.50	16,345,000.00
05/01/37	710,000.00	3.125%	310,362.50	1,020,362.50	15,635,000.00
11/01/37			299,268.75	299,268.75	15,635,000.00
05/01/38	730,000.00	3.125%	299,268.75	1,029,268.75	14,905,000.00
11/01/38			287,862.50	287,862.50	14,905,000.00
05/01/39	755,000.00	3.125%	287,862.50	1,042,862.50	14,150,000.00
11/01/39			276,065.63	276,065.63	14,150,000.00
05/01/40	780,000.00	3.125%	276,065.63	1,056,065.63	13,370,000.00
11/01/40			263,878.13	263,878.13	13,370,000.00
05/01/41	805,000.00	3.125%	263,878.13	1,068,878.13	12,565,000.00
11/01/41			251,300.00	251,300.00	12,565,000.00
05/01/42	835,000.00	4.000%	251,300.00	1,086,300.00	11,730,000.00
11/01/42			234,600.00	234,600.00	11,730,000.00
05/01/43	865,000.00	4.000%	234,600.00	1,099,600.00	10,865,000.00
11/01/43			217,300.00	217,300.00	10,865,000.00
05/01/44	900,000.00	4.000%	217,300.00	1,117,300.00	9,965,000.00
11/01/44			199,300.00	199,300.00	9,965,000.00
05/01/45	940,000.00	4.000%	199,300.00	1,139,300.00	9,025,000.00

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/45			180,500.00	180,500.00	9,025,000.00
05/01/46	975,000.00	4.000%	180,500.00	1,155,500.00	8,050,000.00
11/01/46			161,000.00	161,000.00	8,050,000.00
05/01/47	1,015,000.00	4.000%	161,000.00	1,176,000.00	7,035,000.00
11/01/47			140,700.00	140,700.00	7,035,000.00
05/01/48	1,060,000.00	4.000%	140,700.00	1,200,700.00	5,975,000.00
11/01/48			119,500.00	119,500.00	5,975,000.00
05/01/49	1,100,000.00	4.000%	119,500.00	1,219,500.00	4,875,000.00
11/01/49			97,500.00	97,500.00	4,875,000.00
05/01/50	1,145,000.00	4.000%	97,500.00	1,242,500.00	3,730,000.00
11/01/50			74,600.00	74,600.00	3,730,000.00
05/01/51	1,195,000.00	4.000%	74,600.00	1,269,600.00	2,535,000.00
11/01/51			50,700.00	50,700.00	2,535,000.00
05/01/52	1,240,000.00	4.000%	50,700.00	1,290,700.00	1,295,000.00
11/01/52			25,900.00	25,900.00	1,295,000.00
05/01/53	1,295,000.00	4.000%	25,900.00	1,320,900.00	-
Total	23,865,000.00		17,318,953.38	41,183,953.38	

**VIERA
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
ASSESSMENT SUMMARY
FISCAL YEAR 2023**

On-Roll Assessments

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2023			FY 22 Assessment
			GF	DSF	GF & DSF	
4,221		Platted Residential	\$ 135.40	\$ -	\$ 135.40	\$ 135.40
	140.26	Platted Commercial	\$ 576.26	-	576.26	576.26

Off-Roll Assessments

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2023			FY 22 Assessment
			GF	DSF	GF & DSF	
	6,281.62	Undeveloped Land	\$ 12.73	-	\$ 12.73	\$ 13.53
291		Platted Residential	\$ 127.28	-	127.28	135.40
	22.47	Platted Commercial	\$ 541.69	-	541.69	576.26

Note: Unit/acre counts will be adjusted after 2022 roll is received from the Brevard County Property Appraiser

**VIERA
STEWARDSHIP DISTRICT**

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Viera Stewardship District
ANNUAL FINANCIAL REPORT
September 30, 2021

Viera Stewardship District
ANNUAL FINANCIAL REPORT

September 30, 2021

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Berger, Toombs, Elam, Gaines & Frank

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Viera Stewardship District as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

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To the Board of Supervisors
Viera Stewardship District

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Viera Stewardship District, as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 30, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Viera Stewardship District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 30, 2022

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Viera Stewardship District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities of the District are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's total assets were exceeded by total liabilities by \$(18,860,340) (net position). Unrestricted net position for Governmental Activities was \$(18,968,845). Net investment in capital assets for Governmental Activities was \$108,505.
- ◆ Governmental activities revenues totaled \$526,209 while governmental activities expenses and conveyances totaled \$19,786,745.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 288,720	\$ 422,376
Capital assets	108,505	113,155
Total Assets	397,225	535,531
 Current liabilities	 19,257,565	 135,335
Net position-net investment in capital assets	108,505	113,155
Net position-unrestricted	(18,968,845)	287,041
Total Net Position	\$ (18,860,340)	\$ 400,196

The increase in current liabilities is related to the increase in developer advance in the current year.

The decrease in net position is related to the conveyance of capital assets in the current year.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2021	2020
Program Revenues		
Charges for services	\$ 489,194	\$ 449,964
Operating grants and contributions	-	50,501
General Revenues		
Intergovernmental revenues	35,878	38,280
Miscellaneous revenues	900	-
Investment earnings	237	322
Total Revenues	<u>526,209</u>	<u>539,067</u>
Expenses		
General government	126,072	149,449
Physical environment	513,795	483,886
Interest and other charges	3,190	-
Total Expenses	<u>643,057</u>	<u>633,335</u>
Conveyance of assets	<u>(19,143,688)</u>	<u>-</u>
Change in Net Position	(19,260,536)	(94,268)
Net Position - Beginning of Year	<u>400,196</u>	<u>494,464</u>
Net Position - End of Year	<u>\$ (18,860,340)</u>	<u>\$ 400,196</u>

The increase in charges for services was related to a budgeted increase in special assessments.

The decrease in operating grants and contributions is related to a developer contribution in the prior year.

The conveyance of assets was related to infrastructure conveyed to another governmental entity.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020.

Description	Governmental Activities	
	2021	2020
Infrastructure	\$ 139,505	\$ 139,505
Accumulated depreciation	(31,000)	(26,350)
Total Capital Assets (Net)	\$ 108,505	\$ 113,155

During the year, depreciation totaled \$4,650.

General Fund Budgetary Highlights

The budget was exceeded by actual governmental expenditures primarily because aquatic maintenance and streetlight expenditures were higher than anticipated.

The September 30, 2021 budget was not amended.

Economic Factors and Next Year's Budget

Viera Stewardship District issued Special Assessment Revenue Bonds, Series 2021 in October 2021 and acquired major capital improvements with the proceeds from the Bonds. The economic effect on the operation of the District for fiscal year 2022 cannot be determined at this time.

Request for Information

The financial report is designed to provide a general overview of Viera Stewardship District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Viera Stewardship District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**Viera Stewardship District
STATEMENT OF NET POSITION
September 30, 2021**

	Governmental Activities
ASSETS	
Current Assets:	
Cash	\$ 240,719
Assessments receivable	1,004
Due from developer	251
Due from others	35,878
Prepaid expenses	10,868
Total Current Assets	288,720
Non-current Assets:	
Capital assets being depreciated:	
Infrastructure	139,505
Less: accumulated depreciation	(31,000)
Total Non-current Assets	108,505
Total Assets	397,225
LIABILITIES	
Current Liabilities	
Accounts payable	113,877
Developer advance	19,143,688
Total Current Liabilities	19,257,565
NET POSITION	
Net investment in capital assets	108,505
Unrestricted	(18,968,845)
Total Net Position	\$ (18,860,340)

See accompanying notes to financial statements.

**Viera Stewardship District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u>
Governmental Activities			
General government	\$ (126,072)	\$ 97,091	\$ (28,981)
Physical environment	(513,795)	392,103	(121,692)
Interest and other charges	(3,190)	-	(3,190)
	<u> </u>	<u> </u>	<u> </u>
Total Governmental Activities	<u>\$ (643,057)</u>	<u>\$ 489,194</u>	<u>(153,863)</u>
 General Revenues:			
			35,878
Intergovernmental revenues			900
Miscellaneous revenues			237
Investment earnings			<u>37,015</u>
Total General Revenues			<u>37,015</u>
			 <u>(19,143,688)</u>
			 Change in Net Position (19,260,536)
			 Net Position - October 1, 2020 <u>400,196</u>
			 Net Position - September 30, 2021 <u><u>\$ (18,860,340)</u></u>

See accompanying notes to financial statements.

**Viera Stewardship District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	\$ 240,719	\$ -	\$ 240,719
Assessments receivable	1,004	-	1,004
Due from developer	251	-	251
Due from others	35,878	-	35,878
Prepaid expenses	10,868	-	10,868
Total Assets	288,720	-	288,720
LIABILITIES AND FUND BALANCES			
Liabilities			
Accounts payable	110,687	3,190	113,877
Fund Balances			
Nonspendable-prepaid expenses	10,868	-	10,868
Unassigned	167,165	(3,190)	163,975
Total Fund Balance	178,033	(3,190)	174,843
Total Liabilities and Fund Balances	\$ 288,720	\$ -	\$ 288,720

See accompanying notes to financial statements.

Viera Stewardship District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$ 174,843
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets being depreciated, including infrastructure, \$139,505, net of accumulated depreciation, \$(31,000), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	108,505
Liabilities, including developer advance, are not due and payable in the current period and therefore, are not reported at the fund level.	<u>(19,143,688)</u>
Net Position of Governmental Activities	<u>\$ (18,860,340)</u>

See accompanying notes to financial statements.

Viera Stewardship District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	General	Debt Service	Total Governmental Funds
Revenues			
Special assessments	\$ 489,194	\$ -	\$ 489,194
Developer contributions	50,501	-	50,501
Intergovernmental revenues	35,878	-	35,878
Miscellaneous revenues	900	-	900
Investment earnings	237	-	237
Total Revenues	<u>576,710</u>	<u>-</u>	<u>576,710</u>
Expenditures			
Current			
General government	126,072	-	126,072
Physical environment	509,145	-	509,145
Debt Service			
Other	-	3,190	3,190
Total Expenses	<u>635,217</u>	<u>3,190</u>	<u>638,407</u>
Net change in fund balances	(58,507)	(3,190)	(61,697)
Fund Balances - October 1, 2020	<u>236,540</u>	<u>-</u>	<u>236,540</u>
Fund Balances - September 30, 2021	<u>\$ 178,033</u>	<u>\$ (3,190)</u>	<u>\$ 174,843</u>

See accompanying notes to financial statements.

Viera Stewardship District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$	(61,697)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current year.		(4,650)
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The conveyance of capital assets is not a current use and therefore, was not recognized at the fund level, however, it did affect capital assets at the government-wide level.		(19,143,688)
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At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the amount of the change in earned revenue that was not available.		<u>(50,501)</u>
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Change in Net Position of Governmental Activities	\$	<u><u>(19,260,536)</u></u>
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See accompanying notes to financial statements.

Viera Stewardship District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 488,423	\$ 488,423	\$ 489,194	\$ 771
Developer contributions	-	-	50,501	50,501
Intergovernmental revenues	-	-	35,878	35,878
Miscellaneous revenues	40,424	40,424	900	(39,524)
Investment earnings	400	400	237	(163)
Total Revenues	529,247	529,247	576,710	47,463
Expenditures				
Current				
General government	136,629	136,629	126,072	10,557
Physical environment	474,451	474,451	509,145	(34,694)
Capital outlay	100	100	-	100
Total Expenditures	611,180	611,180	635,217	(24,037)
Net change in fund balances	(81,933)	(81,933)	(58,507)	23,426
Fund Balances - October 1, 2020	81,933	81,933	236,540	154,607
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 178,033</u>	<u>\$ 178,033</u>

See accompanying notes to financial statements.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Viera Stewardship District (the “District”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District’s more significant accounting policies are described below.

1. Reporting Entity

The District was established on August 3, 2006 by Chapter 2006-360 Laws of Florida and Section 189.404, Florida Statutes as an independent special district. The District boundaries were subsequently amended by Chapter 2009-249, Laws of Florida. The District was established for the purposes of planning, financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, financing and providing community infrastructure and services within the District. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 189, Florida Statutes.

As required by GAAP, these financial statements present the Viera Stewardship District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District’s Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental and business-type activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment revenue bonds which were used to finance the construction of District infrastructure improvements. The bonds are secured by a first lien on and pledge of the special assessment revenues and pledged funds.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as general obligation bonds, due to developer and accrued compensated absences be reported in the governmental activities column in the government-wide statement of net position.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

The District did not have any investments during the year ended September 30, 2021.

b. Capital Assets

Capital assets, which include infrastructure, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

b. Capital Assets (Continued)

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	30 years
----------------	----------

c. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 189, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk. The District does, however, follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$281,236 and the carrying value was \$240,719. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

The District did not have investments during the year ended September 30, 2021.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE C – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2020-2021 fiscal year were levied in October 2020. All special assessments are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Assessments paid in March are without discount.

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material taxes receivable at fiscal year end.

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, being depreciated:				
Infrastructure	\$ 139,505	\$ 19,143,688	\$ 19,143,688	\$ 139,505
Less accumulated depreciation for:				
Infrastructure	(26,350)	(4,650)	-	(31,000)
Governmental Activities Capital Assets	<u>\$ 113,155</u>	<u>\$ 19,139,038</u>	<u>\$ 19,143,688</u>	<u>\$ 108,505</u>

Depreciation of \$4,650 was charged to physical environment.

NOTE E – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage during the last three years.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – RELATED PARTY TRANSACTIONS

The majority of the voting members of the Board of Supervisors are employed by the Developer or a related entity. The Developer or a related entity owns a portion of land within the District; therefore, assessment revenues in the general fund include the assessments levied on those lots owned by the Developer or a related entity.

NOTE G – ECONOMIC DEPENDENCY

The Developer or a related entity owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer or a related entity, the loss of which could have a material adverse effect on the District's operations. At September 30, 2021, three board members are affiliated with the Developer or a related entity.

NOTE H – DEVELOPER ADVANCE

In the current year, the District entered into an acquisition agreement with the Developer. During the year, the District acquired Infrastructure for \$19,143,688 from the Developer, which was conveyed to another government. Pursuant to the agreement, the Developer is to be paid for the improvements with the future issuance of bonds. The balance outstanding at September 30, 2021 was \$19,143,688.

Subsequent to year end, the entire balance was paid with the issuance of Special Assessments Revenue Bonds, Series 2021.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Viera Stewardship District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June 30, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Viera Stewardship District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Viera Stewardship District's internal control. Accordingly, we do not express an opinion on the effectiveness of Viera Stewardship District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Board of Supervisors
Viera Stewardship District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Viera Stewardship District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 30, 2022



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

Report on the Financial Statements

We have audited the financial statements of the Viera Stewardship District as of and for the year ended September 30, 2021, and have issued our report thereon dated June 30, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 30, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The following findings or recommendation were made in the preceding financial audit report.

2020-01

Finding: The actual expenditures in the General Fund exceeded the budget which is a violation of Section 189.016, Florida Statutes.

Response: Management will review spending to ensure that expenditures do not exceed appropriations in the future.

Current Status: The finding was not corrected in the current year.

To the Board of Supervisors
Viera Stewardship District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Viera Stewardship District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Viera Stewardship District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Viera Stewardship District. It is management's responsibility to monitor the Viera Stewardship District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Viera Stewardship District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 0
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: N/A
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

To the Board of Supervisors
Viera Stewardship District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Viera Stewardship District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund, \$13.53 - \$576.26.
- 8) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was \$489,194.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: No outstanding date as of September 30, 2021.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 30, 2022

**VIERA
STEWARDSHIP DISTRICT**

8

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

WHEREAS, the District’s Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Annual Financial Report for Fiscal Year 2021;

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

1. The Audited Annual Financial Report for Fiscal Year 2021, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2021, for the period ending September 30, 2021; and
2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2021 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 17th day of August, 2022.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

9

**THIRTEENTH AMENDMENT TO AQUATIC MAINTENANCE SERVICES AGREEMENT
BETWEEN VIERA STEWARDSHIP DISTRICT AND ECOR INDUSTRIES, INC.**

This Thirteenth Amendment (“Thirteenth Amendment”) is made and entered into to be effective the ____ day of _____ 2022, by and between:

Viera Stewardship District, a unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2006-360, Laws of Florida, as amended, and located in Brevard County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

Ecor Industries, Inc., a Florida corporation, whose address is 2840 Electronics Drive, Melbourne, Florida 32935 (the “Contractor,” and together with the District, the “Parties”).

RECITALS

WHEREAS, on August 1, 2015, the District and Contractor entered into that certain *Agreement for Aquatic Maintenance Services* (the “Original Agreement”) for maintenance services of certain aquatic areas within the District; and

WHEREAS, on October 10, 2017, the District and Contractor entered into that certain *First Amendment to the Agreement for Aquatic Maintenance Services* (the “First Amendment”) for maintenance services of certain aquatic areas within the District; and

WHEREAS, on May 30, 2018, the District and Contractor entered into that certain *Second Amendment to the Agreement for Aquatic Maintenance Services* (the “Second Amendment”) for maintenance services of certain aquatic areas within the District; and

WHEREAS, on August 8, 2019, the District and Contractor entered into that certain *Third Amendment to the Agreement for Aquatic Maintenance Services* (the “Third Amendment”) for maintenance services of certain aquatic areas within the District; and

WHEREAS, on March 19, 2020, the District and Contractor entered into that certain *Fourth Amendment to the Agreement for Aquatic Maintenance Services* (the “Fourth Amendment”) for maintenance services of certain aquatic areas within the District; and

WHEREAS, on June 24, 2020, the District and Contractor entered into that certain *Fifth Amendment to the Agreement for Aquatic Maintenance Services* (the “Fifth Amendment”) for maintenance services of certain aquatic areas within the District; and

WHEREAS, on June 24, 2020, the District and Contractor entered into that certain *Sixth Amendment to the Agreement for Aquatic Maintenance Services* (the “Sixth Amendment”) for catfish stocking of certain aquatic areas within the District; and

WHEREAS, on November 18, 2020, the District and Contractor entered into that certain *Seventh Amendment to the Agreement for Aquatic Maintenance Services* (the “Seventh Amendment”) for vegetative biomass removal on Lake 232 within the District; and

WHEREAS, on November 18, 2020, the District and Contractor entered into that certain *Eighth Amendment to the Agreement for Aquatic Maintenance Services* (the “Eighth Amendment”) for maintenance of certain aquatic areas within the District; and

WHEREAS, on February 25, 2021, the District and the Contractor entered into that certain *Ninth Amendment to the Agreement for Aquatic Maintenance Services* (the “Ninth Amendment”) for maintenance and Nautique dosing of certain aquatic areas within the District; and

WHEREAS, on September 1, 2021, the District and the Contractor entered into that certain *Tenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Tenth Amendment”) for maintenance of additional areas; and

WHEREAS, on December 1, 2021, the District and the Contractor entered into that certain *Eleventh Amendment to the Agreement for Aquatic Maintenance Services* (the “Eleventh Amendment” and, together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment, Ninth Agreement, Tenth Amendment, and Eleventh Agreement, the “Agreement”) for maintenance of additional areas; and

WHEREAS, on _____ the District and the Contractor entered into that certain *Twelfth Amendment to the Agreement for Aquatic Maintenance Services* (the “Twelfth Amendment” and, together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, and Twelfth Amendment, the “Agreement”) for maintenance of additional areas;

WHEREAS, the Parties desire to further amend the Agreement to provide for maintenance of additional areas, all identified in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by reference (the “Services”); and

WHEREAS, each of the Parties hereto has the authority to execute this Thirteenth Amendment and to perform its obligations and duties hereunder, and each of the Parties have satisfied all conditions precedent to the execution of this Thirteenth Amendment so that this Thirteenth Amendment constitutes a legal and binding obligation of each party hereto.

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

SECTION 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Sections 2, 3, 4, and 5 of this Thirteenth Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2. All references in the Agreement to the Work shall be interpreted to mean those Services specified in **Exhibit A** hereto, for the locations identified in the map attached as **Exhibit B** hereto.

SECTION 3. Compensation of the Agreement is hereby amended to authorize the District to compensate Contractor as follows:

- A. **Monthly Aquatic Weed Control**: In a total annual amount not to exceed *One Hundred Eighty-Two Thousand, Five Hundred Eight Dollars and No Cents* (\$182,508.00), payable in equal monthly installments of *Fifteen Thousand, Two Hundred Nine Dollars and No Cents* (\$15,209.00) for monthly aquatic weed control of the Lakes identified in Section I of **Exhibit A** to this Thirteenth Amendment;
- B. In a total annual amount of *Eleven Thousand, One Hundred Dollars and No Cents* (\$11,100.00), payable in equal bi-monthly installments of *One Thousand, Eight Hundred Fifty Dollars and No Cents* (\$1,850.00), for the bi-monthly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of **Exhibit A** to this Thirteenth Amendment;
- C. In a total annual amount not to exceed *Five Thousand, Six Hundred Dollars and No Cents* (\$5,600.00), payable in quarterly installments of *One Thousand Four Hundred Dollars and No Cents* (\$1,400.00), for the quarterly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of **Exhibit A** to this Thirteenth Amendment;
- D. In a total annual amount not to exceed *Four Thousand, Three Hundred Dollars and No Cents* (\$4,300.00), payable in quarterly installments of *One Thousand, Seventy-Five Dollars and No Cents* (\$1,075.00), for the Services of the Two-Mile Canal identified in Section III of **Exhibit A** to this Thirteenth Amendment; and
- E. In a total amount of *Ten Thousand, Two Hundred Dollars and No Cents* (\$10,200.00), payable in bi-monthly installments of *One Thousand, Seven Hundred*

Dollars and No Cents (\$1,700.00), for the Services of Nautique Dosing in the Two-Mile Canal identified in Section III of **Exhibit A** to this Thirteenth Amendment.

SECTION 4. All other terms of the Agreement shall remain in full force and effect and are hereby ratified. However, to the extent the terms and conditions set forth in **Exhibit A** or **Exhibit B** conflict with this Addendum or the Agreement, this Addendum and the Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have signed this Thirteenth Amendment to the Agreement on the day and year first written above.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

ATTEST:

ECOR INDUSTRIES, INC.,
a Florida corporation

By: _____

Print: _____

Its: _____

Exhibit A: Contractor's Proposal
Exhibit B: Location Map

Exhibit A Contractor's Proposal

- I. ECOR agrees to provide monthly services to the lakes in accordance with the terms and conditions of this agreement as listed below:
- ◆ Control of non-native and invasive emergent shoreline grasses, cattails, torpedo grass, etc., growing up to the high-water mark. Native plants such as bulrush, spikerush, duck potato and pickerelweed are considered beneficial to aquatic habitat and will not be targeted for control unless directed by the Customer.
 - ◆ Control of macrophytic and filamentous algae.
 - ◆ Control of floating vegetation such as hyacinths, waterfern, and duckweed.
 - ◆ Contact herbicide applications for suppression of submerged vegetation such as pondweed, eleocharis, and naiad. (Note – Whole lake dosing for problematic vegetation such as hydrilla, eelgrass, or Illinois pondweed control is not included but can be done as an optional service)
 - ◆ Removal of small trash present at the time of service. Excessive amounts of trash or large items requiring additional labor will be quoted for approval prior to removal.
 - ◆ Monthly inspection and treatment as may be required by ECOR to maintain a clean body of water.
 - ◆ Reports indicating general location of washouts or erosion. ECOR is not responsible for any repairs.
- II. ECOR agrees to provide quarterly Natural Areas Management services to the designated conservation areas and wetlands in accordance with the terms and conditions of this agreement as listed below:
- ◆ Control of Florida Exotic Pest Plant Council's Category I and Category II species.
 - ◆ Control of the nuisance *Ludwigia spp.*, *Typhya spp.*, *Salix caroliniana*, and all vines.
 - ◆ Control of *Sesbania herbacea* and *Eupatorium capillifolium* will be done with the explicit recommendation of the consulting Environmental Specialist.
 - ◆ Materials, labor, and equipment to perform the work in accordance with the St. John's WMD permits.
- (Section II - continued from page 1)
- ◆ 4 events per year on a quarterly basis to include inspections and necessary treatments to maintain a viable habitat for native plant species as specified in the control section of the permit documents.
 - ◆ Service reports for the inspection findings, control measures taken, and materials used.
- III. ECOR agrees to provide quarterly services to the 2-Mile Canal in accordance with the terms and conditions of this agreement as listed below:
- ◆ Control of emergent shoreline grasses, cattails, torpedo grass, etc., growing in the canal basin to minimize obstructions to the storm water flow-way.
 - ◆ Control of floating vegetation such as hyacinths, waterfern and water lettuce that may result in flow-way obstruction or spread to downstream water bodies.
 - ◆ Dosing of 2-Mile Canal with Nautique for control of hydrilla and eelgrass. Serviced and invoiced separately.
 - ◆ Monthly inspection and treatment as may be required by ECOR to maintain an open flow-way.
 - ◆ Reports indicating general location of washouts or erosion. ECOR is not responsible for any repairs.
- IV. Optional services quoted as needed:
- ◆ Aeration systems.
 - ◆ Phosclear treatments for sediment and phosphorous reduction to improve water clarity.
 - ◆ Sonar dosing for hydrilla control.
 - ◆ Littoral shelf plant installations.
 - ◆ Sediment sampling and water quality analysis
 - ◆ Fish stocking
- V. ECOR will send a service report, invoice, and statement at the end of each month. Customer agrees to pay ECOR the service fees as shown on the fee schedule below.

VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I - MONTHLY AQUATIC WEED CONTROL
August 2022 (13th Amendment)

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
 Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
132	Adelaide Phase 1 Tract A2	6,300'	17.22	\$ 340.00
157	Addison Park OSN19A	1,230'	0.90	\$ 30.00
158	Addison Park OSN 19B	905'	1.13	\$ 30.00
159	Strom Park Lake OSN 1.01	880'	0.70	\$ 30.00
160	Strom Park Lake Tract E	2,280'	2.72	\$ 110.00
161	Strom Park Lake Tract F	2,150'	2.80	\$ 110.00
162	Strom Park Lake Tract L	2,850'	3.20	\$ 100.00
163	Strom Park Lake Tract M	1,380'	1.49	\$ 45.00
164	Strom Park Lake Tract O	1,100'	1.82	\$ 55.00
165	Strom Park Lake OSN 1.7	3,000'	4.63	\$ 140.00
166	Strom Park Lake OSN 1.8	1,600'	1.33	\$ 40.00
167	Strom Park Lake OSN 1.8	4,550'	7.81	\$ 230.00
168	Strom Park Lake Tract P	980'	0.63	\$ 30.00
173	Reeling Park Tract B	850'	0.54	\$ 30.00
174	Seville Tract E1	1,355'	11.04	\$ 330.00
175	Seville Tract D	1,206'	1.56	\$ 45.00
176	Reeling Park Tract A	2,390'	6.74	\$ 200.00
177	Seville Tract E2	1,485'	2.25	\$ 70.00
178	Adelaide	13,800'	116.00	\$ 1,500.00
179	Adelaide Tract A1	1,560'	2.55	\$ 70.00
180	Adelaide Tracts A4	5620'	18.48	\$ 550.00
277	Adelaide Tract A6	4,400'	9.90	\$ 300.00
181	Adelaide Tract A5	1,640'	2.38	\$ 70.00
182	Adelaide Tract A3	7,800	18.80	\$ 550.00
183	Trasona Tract X	2,630'	2.07	\$ 60.00
184	Trasona Tract A West	750'	0.58	\$ 30.00
185	Trasona Tract I	1,180'	0.50	\$ 30.00
186	Trasona Tract A East	3,140'	3.00	\$ 90.00
187	Trasona Tract B	650'	0.40	\$ 30.00
188	Trasona Tract U	1,790'	1.42	\$ 45.00
189	Trasona Tract V	850'	0.80	\$ 30.00
190	Trasona Tract Y	520'	0.27	\$ 30.00
191	Trasona Tract Z	905'	0.87	\$ 30.00
192	Trasona Tract H	1,560'	1.03	\$ 30.00
193	Trasona Tract C	660'	0.47	\$ 30.00
194	Trasona Tract A3	320'	0.15	\$ 30.00
195	Trasona Tract D	1,350'	0.87	\$ 30.00
196	Trasona Tract G	1,400'	0.68	\$ 30.00
197	Trasona Tract F	670'	0.06	\$ 30.00
198	Trasona Tract J	3,915'	3.52	\$ 105.00

VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
August 2022 (13th Amendment)

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
 Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
199	Trasona Tract L	1,630'	1.21	\$ 40.00
200	Trasona Tract N	1,520'	1.78	\$ 50.00
201	Trasona Tract CC	2,175'	5.50	\$ 165.00
202	Trasona Tract S	2,030'	2.80	\$ 85.00
203	Trasona Tract R	680'	0.24	\$ 30.00
204	Trasona Tract P	530'	0.39	\$ 30.00
205	Trasona Tract O	1,650'	2.65	\$ 80.00
206	Trasona Tract M	520'	0.12	\$ 30.00
207	Trasona Tract K	2,050'	2.12	\$ 70.00
208	Kerrington Tract M	4,776'	6.03	\$ 180.00
209	Kerrington Tract D	4,120'	6.37	\$ 190.00
210	Kerrington Tract K	2,920'	4.37	\$ 130.00
211	Kerrington Tract E	2,775'	4.00	\$ 120.00
212	Loren Cove Tract F	2,390'	4.12	\$ 130.00
213	Reeling Park Tract C	2,820'	6.91	\$ 200.00
214	Reeling Park Tract OSN2.5	700'	0.40	\$ 30.00
215	Reeling Park Tract OSN2.1	870'	1.05	\$ 30.00
217	Valencia Tract A	4,717'	6.74	\$ 200.00
218	Valencia Tracts B1, B2 & B3	6,805'	13.76	\$ 420.00
219	Valencia Tract C	935'	1.46	\$ 45.00
220	Valencia Tract D	1,020'	1.68	\$ 50.00
221	Stonecrest Tract A1	4,200'	7.68	\$ 230.00
222	Stonecrest Tract A2	4,500'	6.87	\$ 240.00
223	Stonecrest Tract B	5,670'	7.93	\$ 240.00
224	Stonecrest Tract C	1,450'	2.76	\$ 100.00
225	Stonecrest Tract D	940'	2.06	\$ 80.00
226	Stonecrest Tract E	3,325'	4.21	\$ 150.00
237	Loren Cove South Tract H	860'	1.02	\$ 30.00
238	Loren Cove South Tract H	1,290'	2.19	\$ 70.00
239	Sierra Cove Tract A	650'	0.54	\$ 40.00
240	Sierra Cove Tract B	600'	0.47	\$ 40.00
241	Sierra Cove Tract C	1,155'	1.07	\$ 40.00
242	Sierra Cove Tract D	1,100'	1.26	\$ 40.00
243	Sierra Cove Tract E	370'	0.22	\$ 30.00
244	Sendero/Sierra Cove	1,300'	1.07	\$ 40.00
245	Sierra Cove Ph 1 Tract OSN7-4A	2,080'	2.63	\$ 100.00
248	Sendero/Sierra Cove	520'	0.46	\$ 40.00
249	Sendero/Sierra Cove	570'	0.50	\$ 40.00
250	Sendero/Sierra Cove	550'	0.51	\$ 40.00
251	Sendero/Sierra Cove	2,150'	4.20	\$ 150.00
252	Sendero/Sierra Cove	1,410'	2.82	\$ 100.00

**VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
July 2022 (13th Amendment)**

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
227	Bridgewater at Viera Tract A	2,470'	4.81	\$ 140.00
228	Bridgewater at Viera Tract B	1,860'	3.65	\$ 110.00
229	Bridgewater at Viera Tract C	2,140'	5.45	\$ 160.00
230	Bridgewater at Viera Tract H	3,660'	12.91	\$ 390.00
231	Bridgewater at Viera Tract I	3,480'	9.68	\$ 290.00
232	Bridgewater at Viera Tract M	3,270'	5.98	\$ 180.00
233	Bridgewater at Viera Tract N	2,840'	3.88	\$ 120.00
261	Avalonia Ph 1 Tract M	1,540'	3.35	\$ 120.00
264	Bridgewater Central at Viera A	2,400'	5.88	\$ 260.00
265	Bridgewater Central at Viera D	3,500'	6.67	\$ 290.00
266	Bridgewater Central at Viera B	3,550'	8.51	\$ 375.00
267	Bridgewater Central at Viera C	3,300'	8.50	\$ 375.00
268	Bridgewater Central at Viera R	4,160'	10.83	\$ 400.00
269	Bridgewater South Sec 1 Tract A	3,325'	8.52	\$ 375.00
270	Bridgewater South Sec 2 Tract A	2,325'	5.03	\$ 220.00
271	Bridgewater South Sec 2 Tract B	2,800'	8.51	\$ 375.00
272	Bridgewater South Sec 2 Tract F	2,650'	4.56	\$ 200.00
273	Bridgewater South Sec 2 Tract C	2,900'	6.29	\$ 275.00
274	Bridgewater South Sec 2 Tract E	2,050'	4.57	\$ 299.00
275	Bridgewater South Sec 2 Tract D	2,000'	2.39	\$ 110.00
315	Lk Andrew/Pineda Ph 1 Tract B	2,075'	5.10	\$ 225.00
263	Pineda III-E-3	1,400'	1.80	\$ 70.00
279	Viera Village Ctr 1 - Tract A	1,400'	1.01	\$ 40.00
MONTHLY FEE			515.36	\$ 15,209.00
ANNUAL FEE				\$ 182,508.00

**SECTION II - NATURAL AREAS MANAGEMENT
Every Other Month Treatment for Invasive & Exotic Vegetation**

SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
Wetland 12	Sendero/Sierra Tract OSN7.6	Even Months	3.85	\$ 330.00
Wetland 40	Avalonia Phase 1; Tract L	Even Months	5.26	\$ 420.00
Wetland 41	Stonecrest OSN6.1	Even Months	6.66	\$ 530.00
Wetland 60	Viera Village Ctr 1 - Tract B	Even Months	4.00	\$ 320.00
Wetland 68	Avalonia Phase 1; Tract E	Even Months	1.58	\$ 120.00
Wetland 69	Loren Cove South Phase I Tract D	Even Months	1.64	\$ 130.00
Every Other Month Service Fee				\$ 1,850.00
ANNUAL FEE				\$ 11,100.00

**SECTION II - NATURAL AREAS MANAGEMENT
Quarterly Treatment for Invasive & Exotic Vegetation**

SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
TRACT A1.2	Adelaide - NW Corner	Feb/May/Aug/Nov	16.85	\$ 1,400.00
QUARTERLY SERVICE FEE				\$ 1,400.00
ANNUAL FEE				\$ 5,600.00

SECTION III - 2-MILE CANAL SERVICES

CANAL	LOCATION #13105	SCHEDULE	MILES	SVC FEE
216	2-Mile Canal Emerged Veg Spray	Mar/Jun/Sep/Dec	2.15	\$ 1,075.00
QUARTERLY SERVICE FEE				\$ 1,075.00
ANNUAL FEE				\$ 4,300.00

2-MILE CANAL - NAUTIQUE DOSING

CANAL	LOCATION #13105	SCHEDULE	MILES	SVC FEE
216	2-Mile Canal (Location #13105)	Even Months	2.15	\$ 1,700.00
Every Other Month Service Fee				\$ 1,700.00
ANNUAL FEE				\$ 10,200.00

Exhibit B Map

August 2022



Addition of Lakes 222, 225, 226, 248, 249, 250, 251 & 252. Lakes highlighted on the map in green.

**VIERA
STEWARDSHIP DISTRICT**

10

VIERA STEWARDSHIP DISTRICT
VIERA WILDERNESS PARK – ANNUAL UTILIZATION PROGRAM CHECKLIST - FISCAL YEAR 2022/2023

6/29/2022 Updated Final

Responsible parties: Viera Stewardship District (VSD) A. Duda & Sons, Inc. (ADS)		Notes: 1) See narrative discussion in Section 4 of the VWP "Habitat Management Plan" (approved by Brevard County 12/15/2009) 2) See narrative discussion in Section 5 of the VWP "Habitat Management Plan - Individual Listed Species Considerations" 3) In accordance with FDACS approved Best Management Practices														
Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year: 2022/2023		<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Peak Nesting Season</div> </div> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px;">Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5</div> </div>														
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
		VSD	ADS													
4.1	Resource Protection and Conservation															
a	Conservation Planning															
	Conversion of habitat to improved pasture, turfgrass, range land, or wet prairie for caracara mitigation requirements (SHCP) in VWP Stage 2 K Pastures and I Pastures.	X														
	Continued conversion of approximately 600 acres of pasture and flatwoods to turfgrass in K-1W and K-1E		X													
	Consult VSD during AUP preparation and prior to Vegetation Management activities (see 4.3 below)		X													
Comments: 1) Supplemental Habitat Conversion Plan (SHCP) areas in K Pastures continuing. SHCP #2 = 163ac converting from rough to improved pasture. SHCP #3 = 58ac Converting from improved pasture to turf grass. SHCP #4 = 53ac maintained as rough pasture. In I Pasture SHCP #6 = 29 acres, conversion from forested to rough pasture. See 4.3b and 4.3c comments below. 2) Conversion to turfgrass to improve caracara foraging habitat and provide economic stability to VWP management. 3) Consultation with VSD and ADS occurred in conjunction with the completion of this "AUP Checklist"																

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year: 2022/2023		<div style="text-align: center;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div> <div style="text-align: center;"> Dry Season </div>														
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
		VSD	ADS													
b	Conservation Protection															
	Additional Conservation Easements to take effect	X														
Comments: Additional areas in Conservation District (CD) of VWP Stage 1 recorded in CE for Town Center, Adelaide, Neighborhood 9. Three burrowing owl areas recorded in CE. The bald eagle (BE33) CE that provided mitigation for the Adelaide eagle was recorded in FY2017/2018. Environmental easement for the VWP Stage 2 was recorded on October 2, 2019, and the Lake Andrew/Pineda Extension Conservation Easement was recorded on September 24, 2020. The current Stage 2 extent now includes all of Stage 2 and most of the historic Stage 3, including the CD near I-95 north of the 2 mile canal.																
c	Management Timing	X														
	Current Management Period	X														
	Conservation Easements granted	X	X	Conservation Easement granted by ADS to the VSD: VWP Stage 1 recorded on November 30, 2012. VWP Stage 2 recorded on October 2, 2019												
Comments: Continuing management period 3 for VWP Stage 1. Continuing management period 2 for VWP Stage 2.																
d	Management Units	X		In consultation with ADS management, VSD Management Units should roughly follow existing pasture boundaries												
		X		VWP Stage 1 (L-1 Pasture): 760.42 acres (see "VWP" Stage 1 Management map)												
	Conservation District	X		• Approximately 290 acre CD; south boundary = fence on south side of Perimeter canal; fence on west side of Bethel Slough												
	Rural District	X		• Approximately 470 acre RD; north boundary = fence on south side of Two-Mile; east boundary = fence along Powerlines												
		X		• VWP Stage 2 (I, J, K, E pastures/woods) CD & RD												
	Total	X														
Comments: BE 33 CE (7.85 acres) located in DI woods. Three Viera Burrowing Owl Preserves (VBOP): VBOP Area 1 (66.36 acres) located in I-2 , VBOP Area 2 (74.06 acres) located in J-1 West, and VBOP Area 3 located in the VWP Stage 1 (L-1 Pasture) (totaling 81.93 acres).																

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity													
Fiscal year: 2022/2023		<div style="text-align: center;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div>													
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
		VSD	ADS												
4.2	Prescribed Fire														
	Pre-nesting season observations		X												
	VSD confirmation as needed	X													
	Prepare burn plan		X												
	Burn (Rural District)		X												
	Burn (Conservation District)	X													
	Add burn plan and burn information to Fire Log	X	X												
	Community education / information	X													
	Maintain Fire Log for inspection by the public ³	X													
Comments: 1) VWP Stage 1 roller chopping and prescribed fire to follow timber harvest in Supplemental Habitat Conversion Plan (SHCP) areas. 2) Burns anticipated in K2 and J4 woods (VWP Stage 2) and L1 woods (VWP Stage 1). Burns may be conducted at anytime of year, weather permitting, and in accordance with HMP nest survey criteria. 3) As burns are accomplished, ADS will update the necessary records in accordance with local, State, and federal requirements. A copy of these records will be provided to the VSD to maintain the requisite Fire Log. ADS will be the initiator of burns, if any, in the Rural District, and VSD will be the initiator of burns within the Conservatin District - Start planning burns in FY 2023, start burns in FY 2024.															
4.3	Vegetation Management														
a	Invasive Exotic Plant Control														
	Herbicide application	X													
	Biological control	X													
	Mechanical methods (see 4.3c below)	X													
Comments: 1) Herbicide applications for cogongrass, climbing fern, and Brazillian pepper control to continue in VWP Stage 2 in FY 2022/2023. J4, K-3, and K-4 mechanical - now using mechancial mulching for Brazillian Pepper removal. Contractor to continue to spray cogon grass in Stage 2. Truck/ATV spray climbing fern in VWP Stage 2 in J4 Woods canals. Spray Brazillian Pepper in SHCP # 3, 4, and 6. Targeted spraying of exotic species in area by I-95 north of D-2N. Canals will be cleared of any plant congestion limiting flow. In 2023, mechnaical management of Brazillian pepper and cogon spraying removal in E-1 and D-1 woods .															

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year: 2022/2023		Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Peak Nesting Season Dry Season														
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
b	Timber Management	VSD	ADS													
	Cabbage palm harvest	X														
	Timber harvest															
	Canopy thinning															
Comments: 1) Cabbage palm harvest to be conducted during dry season at Manager's discretion in accordance with the Cocoa Ranch Caracara Procedure. Remove cabbage palm continue to allow pine regeneration in Conservation District and PCT in future.																
c	Mechanical Management (for improving desirable communities)															
	Mowing in 3 VBOPs if not sufficiently grazed		X													
	See Notes Page 1 - SHCP Roller chopping or Aeration		X													
	Seeding		X													
	Continued conversion of approximately 600 acres of pasture to turfgrass west and south of the Viera Weland Park (K-1W, K-1E, and K-3,4)		X													
Comments: 1) Roller chopping up to 250 acre SHCP to be conducted in FY 2022/2023 in VWP Stage 2 - see notes in Section 4.3.a. 2) Mulching and mechanical removal in J4, K-3, K-4, and SHCP # 3 ,4 ,and 6 of Brazilian Pepper and piles, roller chopping woods in E-1 and D-1 anticipated in 2022/23. 3) Viera Burrowing Owl Preserve (VBOP) 5 year monitoring is complete. The artificial burrows are not required to be kept open per the management plan (MP). The pasture around the VBOP should be managed for cattle production (grazing and rotation) to keep the grass low to benefit and attract burrowing owls to the mounds. If cattle rotation keeps the grass and dog-fennel low, then no mowing is needed at this time. The mounds/pastures in the VBOP will be mowed annually to keep dog-fennel low and improve the pasture for cattle.																
4.4	Hydrological Enhancement															
	Applicable to Conservation District only															
	Wetland enhancement	X														
	Filling ditches	X														
Comments:																

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity															
Fiscal year: 2022/2023		<div style="text-align: center;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div>															
HMP	Resource Management Objectives	Initiator		<div style="text-align: center;"> Dry Season </div>													
		VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
4.5	Cattle Grazing and Other Agricultural Practices																
a	Cattle Grazing and Management		X														
Comments: .Continued improved pasture expansion in the VWP Stage 2 Rural Districts and SHCPs as needed to offset pasture lost in development areas.																	
b	Swale maintenance - Outside of Owl nesting season	X															
	Ditch maintenance		X														
Comments: Plow swales in Stage 1 to clean out. Survey for Burrowing owl to be conducted if pasture swales are cleaned during burrowing owl nesting Season.																	
c	Sod Farming (bahia)		X														
Comments: Bahia harvesting as conditions are favorable. Appropriate setbacks to be established if harvesting is proposed during the peak burrowing owl nesting season.																	

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity													
Fiscal year: 2022/2023		Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Peak Nesting Season Dry Season													
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
		VSD	ADS												
4.6	Monitoring														
a	Prescribed Fire														
	Photo monitoring points (PMP)	X													
	Take pre/post burn photos N/S/E/W directions	X													
Comments: Eight photo monitoring points (PMP)'s are photographed in the VWP Stage 2 during annual monitoring.															
b	Hydrologic and Vegetative														
	Establish additional PMP's as required by permit	X													
	Take photos as required by permit	X													
Comments: 1) Monitor vegetation maintenance and burrow conditions of 3 VBOP areas and submit report to FWC. VBOP Monitoring shifted to spring during nesting season. VBOP MP reduces maintenance of artificial burrows and reporting after 5 years (last year was 2021)															
c	Crested Caracara														
	Cocoa Ranch Caracara Procedure		X												
Comments: Continuing implementation of Caracara Procedure															
d	Other Listed Species														
	Gopher tortoise	X													
	Sandhill crane	X													
	Burrowing owl	X													
	Bald eagle	X													
	Wood stork	X													
	Other	X													
Comments: Ongoing implementation of VWP Habitat Management Plan criteria. ADS to conduct observation for species during normal operations. VSD to perform other listed species monitoring if maintenance activities to be preformed during nesting seasons. New bald eagle nest located in VWP Stage 1 continues to appear active.															

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity													
Fiscal year: 2022/2023		<div style="text-align: center;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Dry Season </div>													
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
		VSD	ADS												
4.7	Operations														
a	Maintenance, Repair, and Improvement of Agricultural & Community Facilities														
	Fencing / Gates		X												
	Feed / mineral areas		X												
	Watering facilities		X												
	Canal Maintenance		X												
Comments: Canal maintenance performed in accordance with the VSD/ADS Canal Maintenance Agreement. Maintain 5 large canals in E1/D1 woods. Maintain all canals & install culvert crossings in J4 woods. Creation of a ranch road from the 4 mile canal to the 2 mile canal through K-1E and K3,4 to replace access lost along powerline and into Village 2															
b	Administration														
	Supplemental personnel	X													
	HMP update every 2 years	X													
Comments:															

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year: 2022/2023		<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div> <div style="border: 1px solid black; padding: 2px;"> Dry Season </div> </div>														
HMP c	Resource Management Objectives	Initiator			Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
	Wildlife Management	VSD	ADS													
	Nuisance animals (hog, coyote, armadillo)		X													
	Game population		X		Hunting in accordance with FWC seasons and regulations											
	Feed plot maintenance & planting		X													
	Annual hunting licensee renewal		X													
Comments: Ongoing hog hunting/trapping by ADS (or leasees).																
4.8	Funding	X														
4.9	Community Outreach and Collaboration	X		This is a Management Period III activity												
"Comment" pages attached: _____ ADS and _____ VSD																
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1) Submitted by: _____, VSD Environmental Professional</p> <p>Signature: <u></u></p> </div> <div style="width: 45%;"> <p>Dated: 6/29/22</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>3) ADS confirmation: <u>Stacy Mello, Ranch Resource Dir</u></p> <p>Signature: <u></u></p> </div> <div style="width: 45%;"> <p>Dated: <u>6/29/22</u></p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>4) Approved by: <u>Todd J. Pokrywa</u>, VSD Board Chair</p> <p>Signature: <u></u></p> </div> <div style="width: 45%;"> <p>Dated: <u>8/11/2022</u></p> </div> </div>																

**VIERA
STEWARDSHIP DISTRICT**

12

VIERA STEWARDSHIP DISTRICT
Acquisition of Pineda Boulevard – Segment
H1 Public Infrastructure
Improvements and Work Product
August _____, 2022



7380 Murrell Road, Suite 201 | Viera, Florida 32940
P: 321.242.1200 | F: 321.253.1800 | VIERA.com

August ____, 2022

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 Pineda Boulevard-Segment H1 Public Infrastructure Improvements and Work Product

Dear Mr. Wrathell:

The Viera Company has substantially completed, and wishes to convey to the District, certain improvements associated with the extension of a portion of public right-of-way Pineda Boulevard known as Segment H1 of Pineda Boulevard as a 4-lane road, as more particularly depicted as Pineda Boulevard on the Plat of PINEDA BOULEVARD-SEGMENT H1 recorded in Road Plat Book 5, Page 48, of the Public Records of Brevard County, Florida and as depicted as “Segment H1-Part 2” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 2,000 linear feet more or less) (said property being “**Pineda Boulevard-Segment H1**”). Those improvements relating to Pineda Boulevard-Segment H1 are more particularly set forth in the Engineer’s Report (defined herein) (the “**Improvements**”) and include associated plans, designs, permits and other work product (the “**Work Product**”), all as identified on **Exhibit A** attached hereto. 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, and in the *Supplemental Engineer’s Report Village 2 – Series 2021 Project* dated October 28, 2021 (collectively, the “**Engineer’s Report**”), to the District with the expectation that the District will give The Viera Company a contribution credit toward the payment of bond assessments due for commercial property in connection with the District’s issuance of the Village 2 – Series 2021 bonds in an amount equal to the total cost of constructing the Improvements and the completion of the Work Product.

The total cost of constructing the Improvements and completing the Work Product is **\$2,108,097.38**, as described in Table 1 attached hereto. The Viera Company acknowledges that the above-referenced credit for contributions from the District to The Viera Company toward the payment of bond assessments 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 Pineda Boulevard-Segment H1. Pineda Boulevard-Segment H1 is more particularly depicted as "Pineda Boulevard" on the Plat of PINEDA BOULEVARD-SEGMENT H1 recorded in Road Plat Book 5, Page 48, of the Public Records of Brevard County, Florida and as depicted as "Segment H1-Part 2" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 2,000 linear feet more or less) (said property being "**Pineda Boulevard-Segment H1**"). Pineda Boulevard-Segment H1 has been improved as a 4-lane road. A copy of the Plat is included as **Exhibit B**.

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 Pineda Boulevard-Segment H1.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, located within Pineda Boulevard-Segment H1.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within Pineda Boulevard-Segment H1.

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

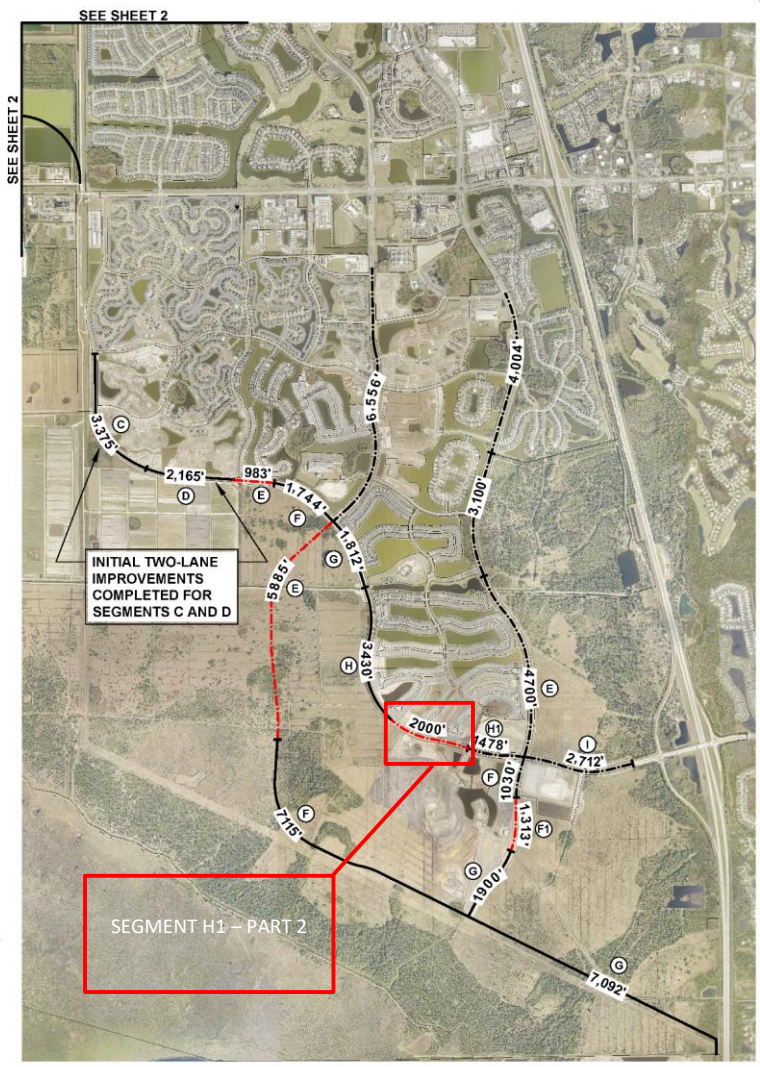
<u>IMPROVEMENTS</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Jr Davis Construction</u>	
Pay App #1 (period to 4/30/21)	\$60,416.21
Pay App #2 (period to 5/31/21)	\$47,926.92
Pay App #3 (period to 6/30/21)	\$38,787.58
Pay App #4 (period to 7/31/21)	\$199,607.63
Pay App #5 (period to 8/31/21)	\$103,638.82
Pay App #6 (period to 9/30/21)	\$194,200.41
Pay App #7 (period to 10/31/21)	\$181,967.01
Pay App #8 (period to 11/30/21)	\$239,705.74
Pay App #9 (period to 12/31/21)	\$379,728.77
Pay App #10 (period to 1/31/22)	\$17,563.02
Pay App #11 (period to 2/28/22)	\$358,345.84
Pay App #12 (period to 3/31/22)	\$10,016.38
Pay App #13 (period to 4/30/22)	\$101,772.48
Pay App #14-Final	\$101,772.48
<i>Subtotal – All Jr Davis Infrastructure Work</i>	<i>\$2,035,449.29</i>
<i>Total VSD Work</i>	<i>\$2,035,449.29</i>
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants – File #11284.06</u>	
15944	\$5,597.04
16089	\$1,749.87
16466	\$3,401.89
16361	\$1,907.04
16255	\$1,439.60
16624	\$1,576.85
16779	\$2,655.24
16931	\$4,652.18
17083	\$1,331.99
17206	\$3,287.74
17372	\$3,140.86
17555	\$607.15
17714	\$811.97
17951	\$12,034.67
<i>Subtotal – VSD Work</i>	<i>\$44,194.09</i>

<u>Invoice Number</u>	
<u>Hugh Cotton Insurance</u>	
843	\$24,147.00
<i>Subtotal – VSD Work</i>	<i>\$24,147.00</i>
<u>Dean Mead</u>	
390942	\$351.00
393520 (\$300.00 of \$705.00)	\$300.00
<i>Subtotal – VSD Work</i>	<i>\$651.00</i>
<u>Brevard County</u>	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$3,476.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
<i>Subtotal – VSD Work</i>	<i>\$3,656.00</i>
TOTALS:	\$2,108,097.38

SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - - - UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 - MEEDEWINE, FL 32061
 PHONE: (321) 725-9474 FAX: (321) 725-1199
 WWW.BSECONSULTANTS.COM
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38084682

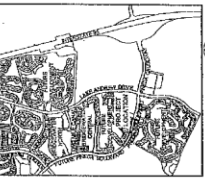
DATE: 10/18/16
 DESIGN/DRAWN: HAL/WFV
 DRAWING# 1039301_201_008
 PROJECT# 10393.01
 SHEET 1 OF 2

REVISION #1 3/2/22

H:\Projects\Folder10393.01\Drawings\1039301_200_008.dwg March 2, 2022 9:11:08 AM WV

EXHIBIT B

The Plat (See attached)



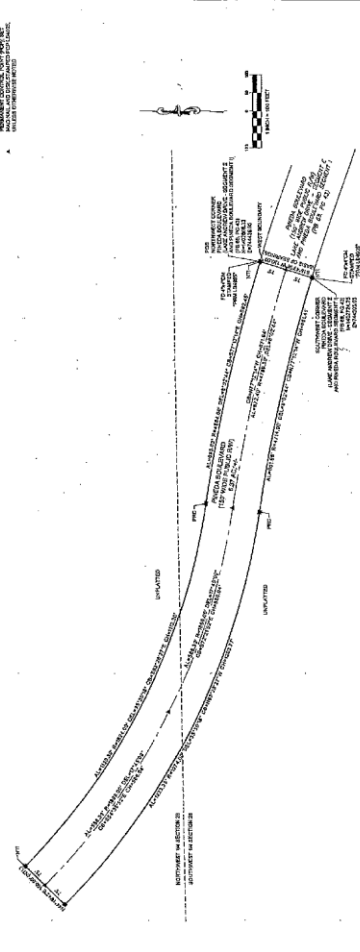
PINEDA BOULEVARD-SEGMENT H1

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

APPROVED FOR THE COUNTY OF BREVARD, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS, ON THIS 15th DAY OF MAY, 2011.

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE APPLICATION FOR A PLAT OF THE PINEDA BOULEVARD-SEGMENT H1, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

- 1. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.
- 2. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.
- 3. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.
- 4. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.



SECTION	AREA (ACRES)	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
SECTION 28	1.00	136,000	100%

- 1. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.
- 2. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.
- 3. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.
- 4. THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

APPROVED FOR THE COUNTY OF BREVARD, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS, ON THIS 15th DAY OF MAY, 2011.

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE APPLICATION FOR A PLAT OF THE PINEDA BOULEVARD-SEGMENT H1, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

APPROVED FOR THE COUNTY OF BREVARD, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS, ON THIS 15th DAY OF MAY, 2011.

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE APPLICATION FOR A PLAT OF THE PINEDA BOULEVARD-SEGMENT H1, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

APPROVED FOR THE COUNTY OF BREVARD, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS, ON THIS 15th DAY OF MAY, 2011.

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE APPLICATION FOR A PLAT OF THE PINEDA BOULEVARD-SEGMENT H1, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

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THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE APPLICATION FOR A PLAT OF THE PINEDA BOULEVARD-SEGMENT H1, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

APPROVED FOR THE COUNTY OF BREVARD, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS, ON THIS 15th DAY OF MAY, 2011.

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THE APPLICATION FOR A PLAT OF THE PINEDA BOULEVARD-SEGMENT H1, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE FLORIDA PLAT ACT AND THE BREVARD COUNTY PLAT ACT.

APPROVED FOR THE COUNTY OF BREVARD, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS, ON THIS 15th DAY OF MAY, 2011.

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF PINEDA BOULEVARD - SEGMENT H1
PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

STATE OF FLORIDA
COUNTY OF BREVARD

I, Todd J. Pokrywa, as President of The Viera Company (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. I am employed by the Developer as its President. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Viera Stewardship District, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes* (“**District**”).
4. The *Viera Stewardship District Master Engineer’s Report for Capital Improvements*, dated March 31, 2020, together with the *Supplemental Engineer’s Report Village 2 – Series 2021 Project* dated October 28, 2021, among other applicable reports related to the future bond series (collectively, the “**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*.
5. Developer has expended funds to develop improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements, which total **\$2,108,097.38**.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of August 2022.

THE VIERA COMPANY

By: Todd J. Pokrywa
Its: 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 August 2022 by Todd J. Pokrywa, as President of The Viera Company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT A
Description of Improvements – Pineda Boulevard-Segment H1

Improvements:

Roadway Improvements: All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within a portion of public right-of-way Pineda Boulevard more particularly depicted as “Pineda Boulevard” on the Plat of PINEDA BOULEVARD–SEGMENT H1 recorded in Road Plat Book 5, Page 48, of the Public Records of Brevard County, Florida and as depicted as “Segment H1-Part 2” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 2,000 linear feet more or less) (said property being “**Pineda Boulevard-Segment H1**”). Pineda Boulevard-Segment H1 has been improved as a 4-lane road.

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 Pineda Boulevard-Segment H1.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, and located within Pineda Boulevard-Segment H1.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within Pineda Boulevard-Segment H1.

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

<u>IMPROVEMENTS</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
Jr Davis Construction	
Pay App #1 (period to 4/30/21)	\$60,416.21
Pay App #2 (period to 5/31/21)	\$47,926.92
Pay App #3 (period to 6/30/21)	\$38,787.58
Pay App #4 (period to 7/31/21)	\$199,607.63
Pay App #5 (period to 8/31/21)	\$103,638.82
Pay App #6 (period to 9/30/21)	\$194,200.41
Pay App #7 (period to 10/31/21)	\$181,967.01
Pay App #8 (period to 11/30/21)	\$239,705.74
Pay App #9 (period to 12/31/21)	\$379,728.77
Pay App #10 (period to 1/31/22)	\$17,563.02
Pay App #11 (period to 2/28/22)	\$358,345.84
Pay App #12 (period to 3/31/22)	\$10,016.38
Pay App #13 (period to 4/30/22)	\$101,772.48
Pay App #14-Final	\$101,772.48
Subtotal – All Jr Davis Infrastructure Work	\$2,035,449.29
Total VSD Work	\$2,035,449.29
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
B.S.E. Consultants – File #11284.06	
15944	\$5,597.04
16089	\$1,749.87
16466	\$3,401.89
16361	\$1,907.04
16255	\$1,439.60
16624	\$1,576.85
16779	\$2,655.24
16931	\$4,652.18
17083	\$1,331.99
17206	\$3,287.74
17372	\$3,140.86
17555	\$607.15
17714	\$811.97
17951	\$12,034.67
Subtotal – VSD Work	\$44,194.09

<u>Invoice Number</u>	
<u>Hugh Cotton Insurance</u>	
843	\$24,147.00
<i>Subtotal – VSD Work</i>	<i>\$24,147.00</i>
<u>Dean Mead</u>	
390942	\$351.00
393520 (\$300.00 of \$705.00)	\$300.00
<i>Subtotal – VSD Work</i>	<i>\$651.00</i>
<u>Brevard County</u>	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$3,476.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
<i>Subtotal – VSD Work</i>	<i>\$3,656.00</i>
TOTALS:	\$2,108,097.38

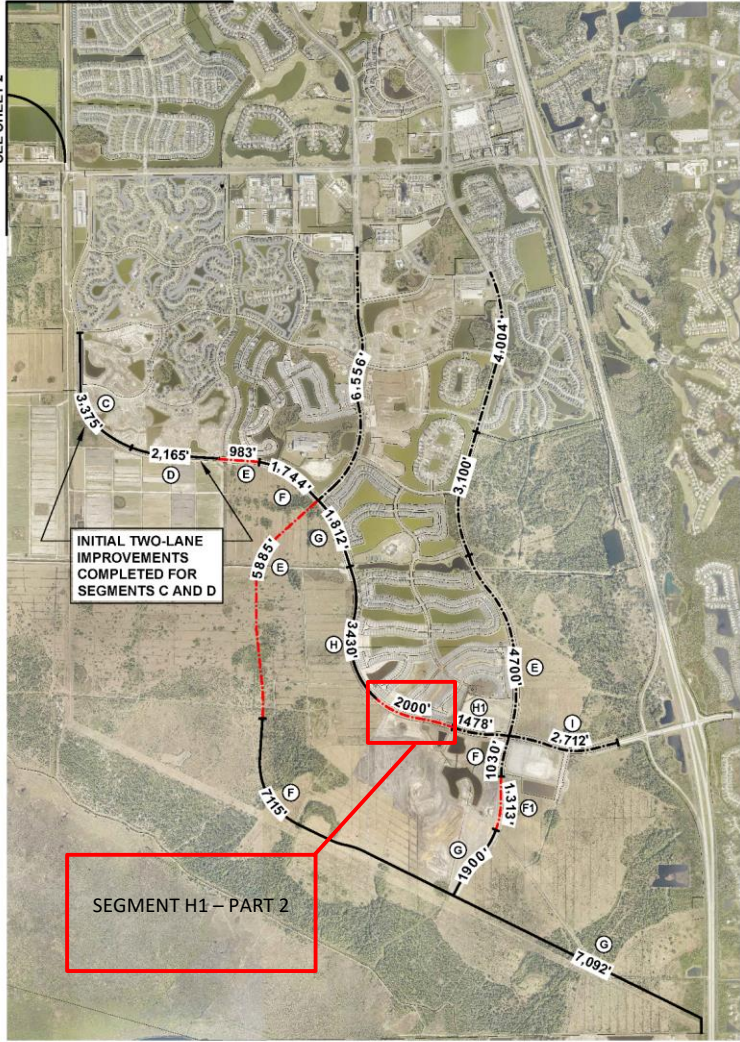
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

SEE SHEET 2

SEE SHEET 2

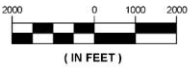


INITIAL TWO-LANE IMPROVEMENTS COMPLETED FOR SEGMENTS C AND D

SEGMENT H1 - PART 2

LEGEND

- COMPLETED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- - - UNDER CONSTRUCTION (2021-2022)



**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICAL PLAZA, FORT WORTH, TEXAS 76104
 PHONE: (817) 725-9474 FAX: (817) 725-1199
 WWW.BSECONSULTANTS.COM
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894883

DATE: 10/18/16
 DESIGN/DRAWN: HAL/WFV
 DRAWING# 1039301_201_008
 PROJECT# 10393 01
 SHEET 1 OF 2

REVISION #1 3/2/22

HP\Projects\Folder10393\01 Drawings\1039301_200_008.dwg March 2, 2022 9:01:08 AM WVF

EXHIBIT B
The Plat (See Attached)

PINEDA BOULEVARD-SEGMENT H1 SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

THIS INSTRUMENT IS A PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FILED FOR RECORD ON 05/14/2018 AT 10:00 AM. THE INSTRUMENT IS A PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FILED FOR RECORD ON 05/14/2018 AT 10:00 AM.

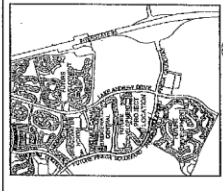
STATE OF FLORIDA
COUNTY OF BREVARD
I, **Christy M. Smith**, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of this County.

DEED
I, **Christy M. Smith**, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of this County.

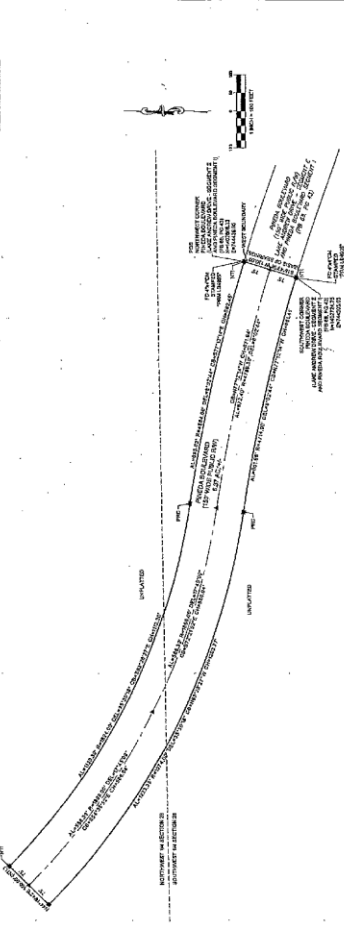
DEED
I, **Christy M. Smith**, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of this County.

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LOCATION MAP
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



LEGEND
PROPERTY INTERESTS
EASEMENTS
EASEMENTS
EASEMENTS

ADDITIONS
ADDITIONS
ADDITIONS
ADDITIONS

ADDITIONS
ADDITIONS
ADDITIONS
ADDITIONS

NO.	SECTION	TOWNSHIP	RANGE	ACRES	OWNER
1	28	26 SOUTH	36 EAST	1.23	...
2	28	26 SOUTH	36 EAST	1.23	...
3	28	26 SOUTH	36 EAST	1.23	...
4	28	26 SOUTH	36 EAST	1.23	...
5	28	26 SOUTH	36 EAST	1.23	...
6	28	26 SOUTH	36 EAST	1.23	...
7	28	26 SOUTH	36 EAST	1.23	...
8	28	26 SOUTH	36 EAST	1.23	...
9	28	26 SOUTH	36 EAST	1.23	...
10	28	26 SOUTH	36 EAST	1.23	...

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I, **Christy M. Smith**, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of this County.

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF PINEDA BOULEVARD – SEGMENT H1 PUBLIC INFRASTRUCTURE
IMPROVEMENTS AND WORK PRODUCT**

August ____, 2022

Board of Supervisors
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida):
Acquisition of Pineda Boulevard – Segment H1 Public Infrastructure 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 public infrastructure improvements (“**Improvements**”) and associated work product (“**Work Product**”), all as more fully described in Exhibit A attached hereto, and in that certain *Developer Bill of Sale & Assignment [Pineda Boulevard-Segment H1 Public Infrastructure 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. The Improvements and Work Product are within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Viera Stewardship District Master Engineer’s Report for Capital Improvements*, dated March 31, 2020 and the *Supplemental Engineer’s Report Village 2 – Series 2021 Project*, dated October 28, 2021, among other applicable reports related to the future bond series (collectively, the “**Engineer’s Report**”), provide special benefits to the property within the District, and are specifically within the 2021 Assessment Area, as defined in the Engineer’s Report.
3. 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.
4. 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.

5. The total cost associated with the Improvements and Work Product is **\$2,108,097.38**, as set forth in **Exhibit A** attached hereto. Such costs are 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.
6. 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 ___th day of August 2022 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 – Pineda Boulevard-Segment H1

Improvements:

Roadway Improvements: All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Pineda Boulevard more particularly depicted as “Pineda Boulevard” on the Plat of Pineda Boulevard-Segment H1 recorded in Road Plat Book 5, Page 48, of the Public Records of Brevard County, Florida and as depicted as “Segment H1-Part 2” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 2,000 linear feet more or less) (said property being “**Pineda Boulevard-Segment H1**”). Pineda Boulevard-Segment H1 has been improved as a 4-lane road.

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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.

IMPROVEMENTS

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Jr Davis Construction</u>	
Pay App #1 (period to 4/30/21)	\$60,416.21
Pay App #2 (period to 5/31/21)	\$47,926.92
Pay App #3 (period to 6/30/21)	\$38,787.58
Pay App #4 (period to 7/31/21)	\$199,607.63
Pay App #5 (period to 8/31/21)	\$103,638.82
Pay App #6 (period to 9/30/21)	\$194,200.41
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Pay App #12 (period to 3/31/22)	\$10,016.38
Pay App #13 (period to 4/30/22)	\$101,772.48
Pay App #14-Final	\$101,772.48
<i>Subtotal – All Jr Davis Infrastructure Work</i>	<i>\$2,035,449.29</i>
<i>Total VSD Work</i>	<i>\$2,035,449.29</i>

WORK PRODUCT

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants – File #11284.06</u>	
15944	\$5,597.04
16089	\$1,749.87
16466	\$3,401.89
16361	\$1,907.04
16255	\$1,439.60
16624	\$1,576.85
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17083	\$1,331.99
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17372	\$3,140.86
17555	\$607.15
17714	\$811.97
17951	\$12,034.67
<i>Subtotal – VSD Work</i>	<i>\$44,194.09</i>

Invoice Number

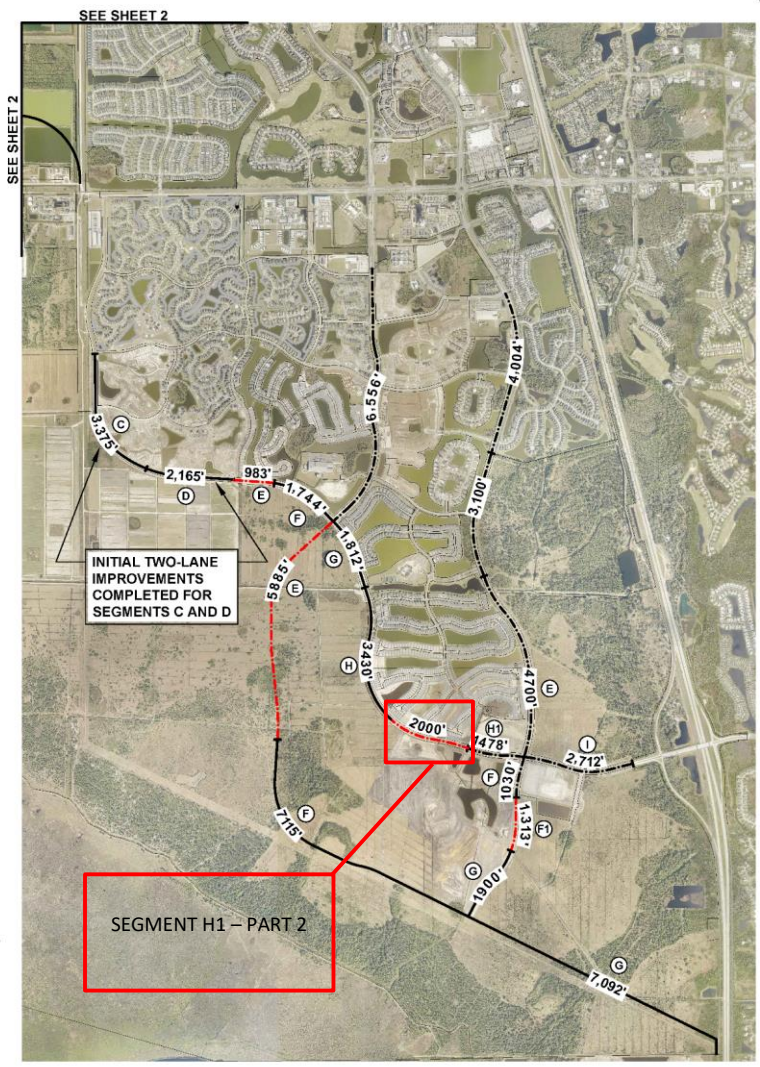
<u>Hugh Cotton Insurance</u>	
843	\$24,147.00
<i>Subtotal – VSD Work</i>	<i>\$24,147.00</i>
<u>Dean Mead</u>	
390942	\$351.00
393520 (\$300.00 of \$705.00)	\$300.00
<i>Subtotal – VSD Work</i>	<i>\$651.00</i>
<u>Brevard County</u>	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$3,476.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
<i>Subtotal – VSD Work</i>	<i>\$3,656.00</i>
TOTALS:	\$2,108,097.38

Table 1 to Exhibit A– Reimbursable Costs

SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - - - UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

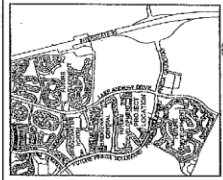
	B.S.E. CONSULTANTS, INC.	DATE: 10/18/16
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: HAL/WFV
	312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICINE, FL 32901	DRAWING# 1039301_201_008
	PHONE: (321) 725-9474 FAX: (321) 722-1199 WWW.BSECONSULTANTS.COM CERTIFICATE OF BUSINESS AUTHORIZATION: 4662 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894863	PROJECT# 10393.01 SHEET 1 OF 2

REVISION #1 3/2/22

H:\Projects\Folder10393.01 Drawings\1039301_200_008.dwg March 2, 2022 9:11:08 AM WV

EXHIBIT B
The Plat (See Attached)

PLAT OF PINEDA BOULEVARD SEGMENT H1
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



PINEDA BOULEVARD-SEGMENT H1

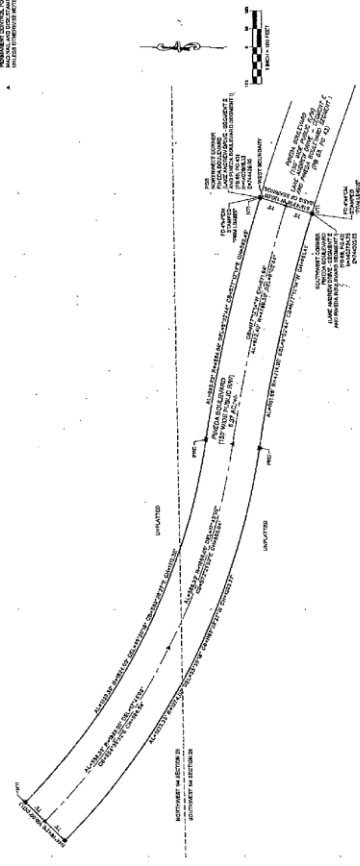
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

THE STATE OF FLORIDA, COUNTY OF BREVARD, BEING THE PLACE WHERE THE PLAT OF PINEDA BOULEVARD SEGMENT H1, SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WAS FILED FOR RECORD IN BOOK 17, PAGE 138, OF THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, THIS 15TH DAY OF FEBRUARY, 2010, AT 10:00 AM, A.M., IN THE PRESENCE OF THE FOLLOWING OFFICIALS:

- 1. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.
- 2. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.
- 3. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

SECTION 28
TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



THE STATE OF FLORIDA, COUNTY OF BREVARD, BEING THE PLACE WHERE THE PLAT OF PINEDA BOULEVARD SEGMENT H1, SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WAS FILED FOR RECORD IN BOOK 17, PAGE 138, OF THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, THIS 15TH DAY OF FEBRUARY, 2010, AT 10:00 AM, A.M., IN THE PRESENCE OF THE FOLLOWING OFFICIALS:

NO.	NAME	ADDRESS	DATE	AMOUNT	REMARKS
1
2
3
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ADDITIONS
1. ...
2. ...
3. ...
4. ...
5. ...
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10. ...

ADDITIONS
1. ...
2. ...
3. ...
4. ...
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6. ...
7. ...
8. ...
9. ...
10. ...

PLAT OF PINEDA BOULEVARD SEGMENT H1
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

THE STATE OF FLORIDA, COUNTY OF BREVARD, BEING THE PLACE WHERE THE PLAT OF PINEDA BOULEVARD SEGMENT H1, SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WAS FILED FOR RECORD IN BOOK 17, PAGE 138, OF THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, THIS 15TH DAY OF FEBRUARY, 2010, AT 10:00 AM, A.M., IN THE PRESENCE OF THE FOLLOWING OFFICIALS:

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3. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

4. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

5. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

6. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

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8. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

9. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

10. I, JAMES W. HARRIS, COUNTY CLERK OF BREVARD COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA, IN ACCORDANCE WITH FLORIDA STATUTES.

**CONTRACTOR RELEASE
ACQUISITION OF PINEDA BOULEVARD – SEGMENT H1
PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

(JR DAVIS CONSTRUCTION CO., INC)

THIS CONTRACTOR RELEASE (this “**Release**”) is made to be effective as of the ___th day of August 2022 by Jr. Davis Construction Company, Inc., a Florida corporation, with a principal address of 210 South Hoagland Blvd, FL 34741 (“**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**”) dated **March 23, 2021** and between Contractor and The Viera Company, a Florida corporation (“**Developer**”), Contractor has constructed for Developer certain public infrastructure 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 in an amount of **\$2,035,449.29**. 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.

JR. DAVIS CONSTRUCTION COMPANY, INC.
a Florida corporation,

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 ___th day of August 2022 by _____ of Jr. Davis Construction Company, 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: _____

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)
(Pineda Boulevard-Segment H1 Public Infrastructure)**

THIS RELEASE (this “**Release**”) is made the ___th day of August 2022, 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 public infrastructure 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 in an amount of **\$44,194.09**. 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 ___th day of August 2022 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 PINEDA BOULEVARD- SEGMENT H1 PUBLIC INFRASTRUCTURE
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 August 2022 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**, a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes* (“**Grantee**”), 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 the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. **Roadway Improvements:** All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Pineda Boulevard more particularly depicted as “Pineda Boulevard” on the Plat of Pineda-Segment H1 recorded in Road Plat Book 5, Page 48, of the Public Records of Brevard County, Florida and as depicted as “Segment H1-Part 2” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 2,000 linear feet more or less) (said property being “**Pineda Boulevard-Segment H1**”) and said plat being the “**Plat**”). Pineda Boulevard-Segment H1 has been improved as a 4-lane road.
2. **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 Pineda Boulevard-Segment H1.
3. **Reuse Improvements:** All reuse water systems, components and related improvements, including, but not limited to, pipes, located within Pineda Boulevard-Segment H1.
4. **Potable Water Improvements:** All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within Pineda Boulevard-Segment H1.

(The improvements referenced in items 1-4 above collectively being the “**Improvements.**”)

5. All of the right, title, interest and benefit of Grantor, 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 (together, “**Work Product**”).

6. 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 the Grantor and Grantee may independently exercise such rights).

To have and to hold all of the foregoing unto the 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 the 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 the 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) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The 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 the 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, the 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.

h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Viera Stewardship District and The Viera Company Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated June 17, 2020, among other applicable acquisition agreements related to the District's Village 2 Series 2021 bond issuance (the "**Bonds**"), Grantee shall give Grantor a contribution credit in an amount equal to the total cost of constructing the Improvements and completing the Work Product, as may be set forth in **Exhibit A**, toward the payment of bond assessments due for commercial properties in connection with the issuance of the Bonds.

Deleted:

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of August 2022.

**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 August 2022 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

Costs of Construction for the Improvements

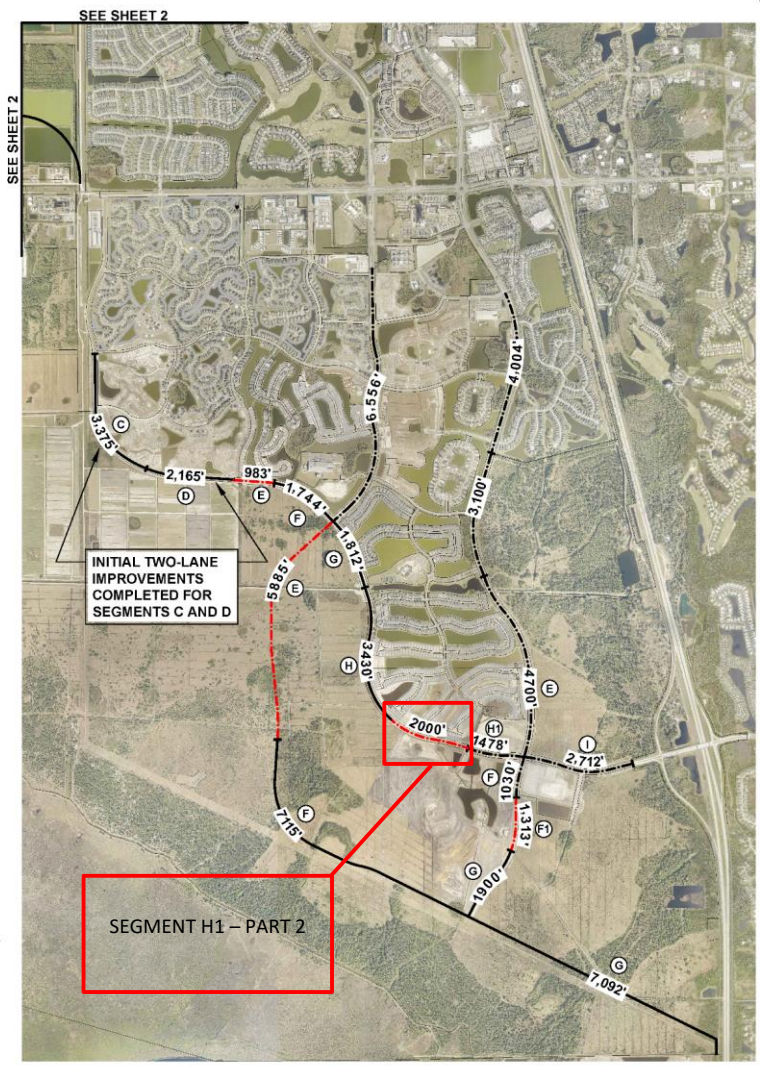
<u>IMPROVEMENTS</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
Jr Davis Construction	
Pay App #1 (period to 4/30/21)	\$60,416.21
Pay App #2 (period to 5/31/21)	\$47,926.92
Pay App #3 (period to 6/30/21)	\$38,787.58
Pay App #4 (period to 7/31/21)	\$199,607.63
Pay App #5 (period to 8/31/21)	\$103,638.82
Pay App #6 (period to 9/30/21)	\$194,200.41
Pay App #7 (period to 10/31/21)	\$181,967.01
Pay App #8 (period to 11/30/21)	\$239,705.74
Pay App #9 (period to 12/31/21)	\$379,728.77
Pay App #10 (period to 1/31/22)	\$17,563.02
Pay App #11 (period to 2/28/22)	\$358,345.84
Pay App #12 (period to 3/31/22)	\$10,016.38
Pay App #13 (period to 4/30/22)	\$101,772.48
Pay App #14-Final	\$101,772.48
<i>Subtotal – All Jr Davis Infrastructure Work</i>	<i>\$2,035,449.29</i>
Total VSD Work	<i>\$2,035,449.29</i>
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
B.S.E. Consultants – File #11284.06	
15944	\$5,597.04
16089	\$1,749.87
16466	\$3,401.89
16361	\$1,907.04
16255	\$1,439.60
16624	\$1,576.85
16779	\$2,655.24
16931	\$4,652.18
17083	\$1,331.99
17206	\$3,287.74
17372	\$3,140.86
17555	\$607.15
17714	\$811.97

17951	\$12,034.67
Subtotal – VSD Work	\$44,194.09
Invoice Number	
Hugh Cotton Insurance	
843	\$24,147.00
Subtotal – VSD Work	\$24,147.00
Dean Mead	
390942	\$351.00
393520 (\$300.00 of \$705.00)	\$300.00
Subtotal – VSD Work	\$651.00
Brevard County	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$3,476.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
Subtotal – VSD Work	\$3,656.00
TOTALS:	\$2,108,097.38

SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - ... UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

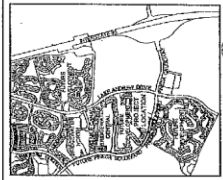
	B.S.E. CONSULTANTS, INC.	DATE: 10/18/16
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: HAL/WFV
	312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICAL PLAZA, FORT WORTH, TEXAS 76104	DRAWING NO: 10393.01_201_008
	PHONE: (817) 725-9474 FAX: (817) 725-1169	PROJECT: 10393.01
	CERTIFICATE OF BUSINESS AUTHORIZATION: 4462	SHEET 1 OF 2
	CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894883	

REVISION #1 3/2/22

H:\Projects\Folder10393.01 Drawings\10393.01_2001\10393.01_2001_008.dwg March 2, 2022 9:01:08 AM WV

EXHIBIT B
The Plat (See Attached)

PLAT OF PINEDA BOULEVARD SEGMENT H1
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

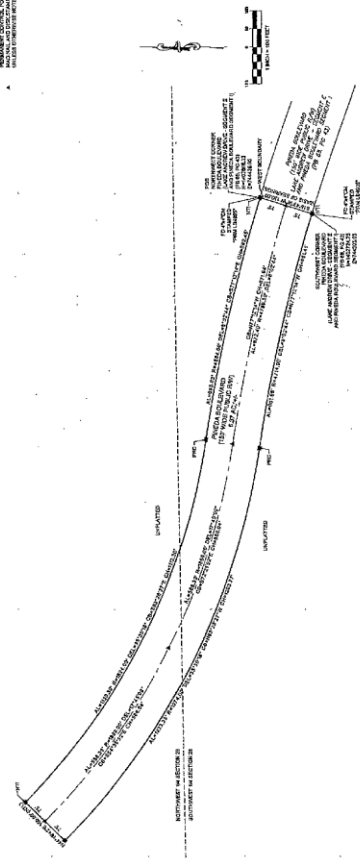
PINEDA BOULEVARD-SEGMENT H1

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

THE STATE OF FLORIDA, COUNTY OF BREVARD, BEING THE PLACE WHERE THE SAME SHALL BE RECORDED, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE THIS 15th DAY OF MARCH, 2011.

ALL APPLICABLE
1. THE APPLICABLE ADVERSE RECORDS OF RECORDS IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, HAVE BEEN REVIEWED AND FOUND TO BE CORRECT AND ACCURATE.
2. THE APPLICABLE ADVERSE RECORDS OF RECORDS IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, HAVE BEEN REVIEWED AND FOUND TO BE CORRECT AND ACCURATE.
3. THE APPLICABLE ADVERSE RECORDS OF RECORDS IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, HAVE BEEN REVIEWED AND FOUND TO BE CORRECT AND ACCURATE.



ADDITIONAL INFORMATION:
1. THE APPLICABLE ADVERSE RECORDS OF RECORDS IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, HAVE BEEN REVIEWED AND FOUND TO BE CORRECT AND ACCURATE.
2. THE APPLICABLE ADVERSE RECORDS OF RECORDS IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, HAVE BEEN REVIEWED AND FOUND TO BE CORRECT AND ACCURATE.
3. THE APPLICABLE ADVERSE RECORDS OF RECORDS IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, HAVE BEEN REVIEWED AND FOUND TO BE CORRECT AND ACCURATE.

NO.	SECTION	TOWNSHIP	RANGE	AREA	DATE	RECORDS
1	28	26	36	100.00	1/1/2011	100.00
2	28	26	36	100.00	1/1/2011	100.00
3	28	26	36	100.00	1/1/2011	100.00
4	28	26	36	100.00	1/1/2011	100.00
5	28	26	36	100.00	1/1/2011	100.00
6	28	26	36	100.00	1/1/2011	100.00
7	28	26	36	100.00	1/1/2011	100.00
8	28	26	36	100.00	1/1/2011	100.00
9	28	26	36	100.00	1/1/2011	100.00
10	28	26	36	100.00	1/1/2011	100.00

STATE OF FLORIDA
COUNTY OF BREVARD
PLAT OF PINEDA BOULEVARD-SEGMENT H1
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

CERTIFICATE OF SUPERVISOR
I, SUPERVISOR [Signature], do hereby certify that the foregoing is a true and correct copy of the original as filed in my office this 15th day of March, 2011.

CERTIFICATE OF COUNTY CLERK
I, COUNTY CLERK [Signature], do hereby certify that the foregoing is a true and correct copy of the original as filed in my office this 15th day of March, 2011.

CERTIFICATE OF COUNTY CLERK
I, COUNTY CLERK [Signature], do hereby certify that the foregoing is a true and correct copy of the original as filed in my office this 15th day of March, 2011.

VIERA STEWARDSHIP DISTRICT
Acquisition of Lake Andrew Drive – Segment
F1 Public Infrastructure
Improvements and Work Product
August ____, 2022

X:\LEGAL_VC\VSD Turnovers\Lake Andrew Drive Segment F (August 2022)\Bond Financing
Reimbursement Letter and Acquisition Package to VSD (Lake Andrew Segment F1).docx



7380 Murrell Road, Suite 201 | Viera, Florida 32940
P: 321.242.1200 | F: 321.253.1800 | VIERA.com

August _____, 2022

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 Lake Andrew Drive-Segment F Public Infrastructure Improvements and Work Product

Dear Mr. Wrathell:

The Viera Company has substantially completed, and wishes to convey to the District, certain improvements associated with the extension of a portion of public right-of-way Lake Andrew Drive known as Segment F1 of Lake Andrew Drive as a 2-lane road, as more particularly depicted as Lake Andrew Drive on the Plat of LAKE ANDREW DRIVE – SEGMENT F recorded in Road Plat Book 5, Page 45, of the Public Records of Brevard County, Florida and as depicted as “Segment F1” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,313 linear feet more or less) (said property being “**Lake Andrew Drive-Segment F**.” Those improvements relating to Lake Andrew Drive-Segment F 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 on **Exhibit A** attached hereto. 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, and in the *Supplemental Engineer’s Report Village 2 – Series 2021 Project* dated October 28, 2021 (collectively, the “**Engineer’s Report**”), to the District with the expectation that the District will give The Viera Company a contribution credit toward the payment of bond assessment due for commercial property in connection with the District’s issuance of the Village 2 – Series 2021 bonds in an amount equal to the total cost of constructing the Improvements and the completion of the Work Product.

The total cost of constructing the Improvements and completing the Work Product is **\$1,485,311.75**, as described in Table 1 attached hereto. The Viera Company acknowledges that the above-referenced credit for contributions from the District to The Viera Company toward the payment of bond assessments 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 Lake Andrew Drive-Segment F1. Lake Andrew Drive-Segment F1 is more particularly depicted as "Lake Andrew Drive" on the Plat of LAKE ANDREW DRIVE – SEGMENT F recorded in Road Plat Book 5, Page 45, of the Public Records of Brevard County, Florida and as depicted as "Segment F1" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,313 linear feet more or less) (said property being "**Lake Andrew Drive-Segment F**"). Lake Andrew Drive-Segment F1 has been improved as a 2-lane road. A copy of the Plat is included as **Exhibit B**.

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 Lake Andrew Drive-Segment F1.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, located within Lake Andrew Drive-Segment F1.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within Lake Andrew Drive-Segment F1.

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

<u>IMPROVEMENTS</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Jr Davis Construction</u>	
Pay App #1 (period to 3/25/21)	\$96,891.94
Pay App #2 (period to 4/25/21)	\$23,536.44
Pay App #3 (period to 5/25/21)	\$80,681.44
Pay App #4 (period to 6/25/21)	\$150,480.25
Pay App #5 (period to 7/25/21)	\$95,240.00
Pay App #6 (period to 8/25/21)	\$141,393.90
Pay App #7 (period to 9/25/21)	\$200,722.44
Pay App #8 (period to 10/25/21)	\$17,654.33
Pay App #9 (period to 11/25/21)	\$211,770.94
Pay App #10 (period to 12/25/21)	\$38,710.54
Pay App #11 (period to 1/25/22)	\$71,949.19
Pay App #12 (period to 2/25/22)	\$14,620.50
Pay App #13 (period to 3/25/22)	\$3,378.10
Pay App #14 (period to 4/25/22)	\$77,319.76
Pay App #15 (period to 5/25/22)	\$9,761.04
Pay App #16 (period to 6/25/22)	\$10,260.00
Pay App #17 (period to 7/25/22)	\$138,263.43
<i>Subtotal – All Work</i>	<i>\$1,382,634.24</i>
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants</u>	
15334	\$1,067.79
15493	\$1,704.26
15663	\$5,586.25
15782	\$7,309.31
15943	\$3,672.04
16088	\$2,379.37
16224	\$1,826.27
16360	\$3,370.28
16465	\$1,668.39
16623	\$2,156.67
16778	\$2,538.11
16930	\$2,711.79
17082	\$1,928.94

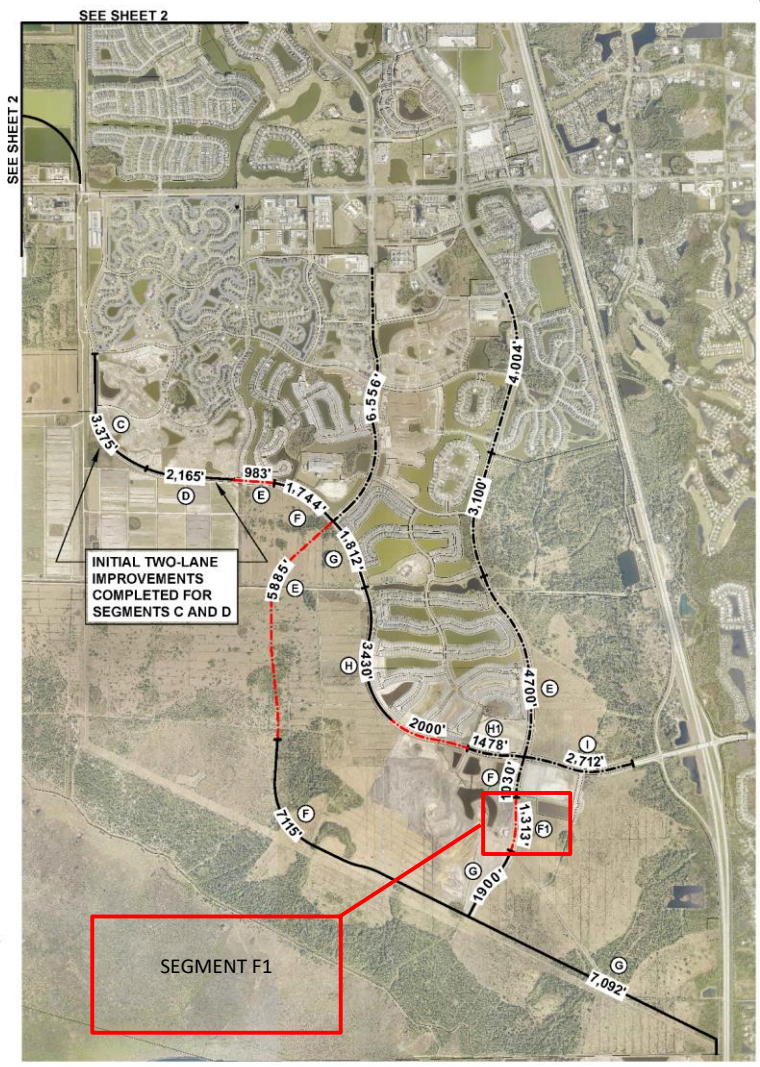
17205	\$1,701.00
17371	\$2,902.85
17554	\$578.14
17713	\$3,841.53
17950	\$7,000.71
Subtotal – VSD Work	\$53,943.70
Invoice Number	Invoice Amount
Universal Engineering Sciences	
468964	\$68.75
468966	\$317.90
475979	\$316.25
500240	\$2,135.65
517876	\$1,134.65
525513	\$1,521.30
533637	\$2,052.60
542708	\$1,553.75
585813	\$1,452.00
Subtotal – VSD Work	\$10,552.85
Invoice Number	Invoice Number
KCI	
10139 (\$575 of \$4,325.00)	\$575.00
11685 (\$575.00 of \$5,150.00)	\$575.00
10866 (\$575.00 of \$5,100.00)	\$575.00
10492 (\$575.00 of \$4,848.50)	\$575.00
12102 (\$575.00 of \$5,925.00)	\$575.00
12525 (\$575.00 of \$5,925.00)	\$575.00
11298 (\$575.00 of \$5,150.00)	\$575.00
13020 (\$575.00 of \$6,375.00)	\$575.00
13421 (\$575.00 of \$6,375.00)	\$575.00
13782 (\$575.00 of \$6,225.00)	\$575.00
14256 (\$460.00 of \$5,410.00)	\$460.00
14640 (\$400.00 of \$5,350.00)	\$400.00
Subtotal – VSD Work	\$6,610.00

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Hugh Cotton Insurance</u>	
627	\$24,315.00
1080	\$1,314.00
<i>Subtotal – VSD Work</i>	
	\$25,629.00
<u>Dean Mead</u>	
379744 (\$239.00 of \$745.00)	\$239.00
383885 (\$134.00 of \$1,098.50)	\$134.00
386997 (\$22.34 of \$658.50)	\$22.34
388224 (\$125.62 of \$737.00)	\$125.62
<i>Subtotal – VSD Work</i>	
	\$520.96
<u>Brevard County</u>	
BSE11284.0502-01-21	\$3,476.00
BDE11284.0509-	\$1,738.00
6242021 – 06/24/2021 (\$27.00 of \$4,284.05)	\$27.00
1579	\$30.00
1574	\$150.00
<i>Subtotal – VSD Work</i>	
	\$5,421.00
TOTALS:	\$1,485,311.75

SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - - - UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

	B.S.E. CONSULTANTS, INC.	DATE: 10/18/16
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: HAL/WFV
	312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICINE, FL 32061	DRAWING# 1039301_201_008
	PHONE: (321) 725-9474 FAX: (321) 725-1199	PROJECT# 10393 01
	CERTIFICATE OF BUSINESS AUTHORIZATION: 4662	SHEET 1 OF 2
	CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894883	

REVISION #1 3/2/22

H:\Projects\Folder10393\01 Drawings\1039301_200_008.dwg March 2, 2022 9:01:08 AM WV

EXHIBIT B

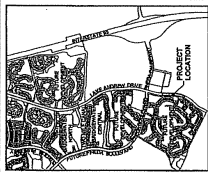
The Plat (See attached)

ROAD PLAT BOOK 3, PAGE 15

SECTION 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST

LAKE ANDREW DRIVE - SEGMENT F

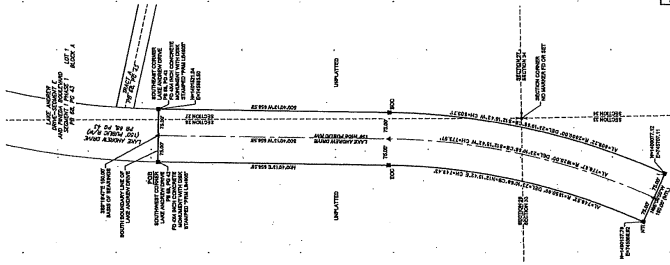
BREVARD COUNTY, FLORIDA



LAKE ANDREW DRIVE - SEGMENT F

SECTIONS 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA



- NOTES:**
1. EXISTING ROAD RIGHTS ARE SHOWN ON THE SOUTH SIDE OF LAKE ANDREW DRIVE. ACCORDING TO THE PLAT AND RECORDS OF BREVARD COUNTY FLORIDA, ROAD RIGHTS BELONG TO THE STATE OF FLORIDA.
 2. THE PLAT IS A PART OF THE RECORDS OF BREVARD COUNTY FLORIDA.
 3. THE PLAT IS A PART OF THE RECORDS OF BREVARD COUNTY FLORIDA.
 4. THE PLAT IS A PART OF THE RECORDS OF BREVARD COUNTY FLORIDA.

DESCRIPTION OF LAKE ANDREW DRIVE - SEGMENT F

LAKE ANDREW DRIVE - SEGMENT F IS A 1.5 MILE LONG ROAD, 40 FEET WIDE, LOCATED IN SECTION 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. THE ROAD IS A PART OF THE RECORDS OF BREVARD COUNTY FLORIDA.

- ABBREVIATIONS:**
- ALL - ALL
 - AS - AS
 - CA - CA
 - CC - CC
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 - CT - CT
 - CU - CU
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STATE OF FLORIDA

DEPARTMENT OF REVENUE

STATE TREASURER

STATE OF FLORIDA

DEPARTMENT OF REVENUE

STATE TREASURER

SECTION	AREA	ACRES	OWNER	COMMENTS
27	LAKE ANDREW DRIVE	1.5	STATE OF FLORIDA	ROAD RIGHTS
28	LAKE ANDREW DRIVE	1.5	STATE OF FLORIDA	ROAD RIGHTS
33	LAKE ANDREW DRIVE	1.5	STATE OF FLORIDA	ROAD RIGHTS

STATE OF FLORIDA

DEPARTMENT OF REVENUE

STATE TREASURER

STATE OF FLORIDA

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STATE TREASURER

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF LAKE ANDREW DRIVE - SEGMENT F1
PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

STATE OF FLORIDA
COUNTY OF BREVARD

I, Todd J. Pokrywa, as President of The Viera Company (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. I am employed by the Developer as its President. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Viera Stewardship District, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes* (“**District**”).
4. The *Viera Stewardship District Master Engineer’s Report for Capital Improvements*, dated March 31, 2020, together with the *Supplemental Engineer’s Report Village 2 – Series 2021 Project* dated October 28, 2021, among other applicable reports related to the future bond series (collectively, the “**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*.
5. Developer has expended funds to develop improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements, which total **\$1,485,311.75**.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of August 2022.

THE VIERA COMPANY

By: Todd J. Pokrywa
Its: 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 August 2022 by Todd J. Pokrywa, as President of The Viera Company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT A
Description of Improvements – Lake Andrew Drive-Segment F

Improvements:

Roadway Improvements: All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within a portion of public right-of-way Lake Andrew Drive more particularly depicted as “Lake Andrew Drive – Segment F” on the Plat of Lake Andrew Drive – Segment F recorded in Road Plat Book 5, Page 45, of the Public Records of Brevard County, Florida and as depicted as “Segment F1” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,313 linear feet more or less) (said property being “**Lake Andrew Drive-Segment F**”). Lake Andrew Drive-Segment F1 has been improved as a 2-lane road.

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 Lake Andrew Drive-Segment F1.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, located within Lake Andrew Drive-Segment F1.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within Lake Andrew Drive-Segment F1.

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	
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Pay App #3 (period to 5/25/21)	\$80,681.44
Pay App #4 (period to 6/25/21)	\$150,480.25
Pay App #5 (period to 7/25/21)	\$95,240.00
Pay App #6 (period to 8/25/21)	\$141,393.90
Pay App #7 (period to 9/25/21)	\$200,722.44
Pay App #8 (period to 10/25/21)	\$17,654.33
Pay App #9 (period to 11/25/21)	\$211,770.94
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Pay App #11 (period to 1/25/22)	\$71,949.19
Pay App #12 (period to 2/25/22)	\$14,620.50
Pay App #13 (period to 3/25/22)	\$3,378.10
Pay App #14 (period to 4/25/22)	\$77,319.76
Pay App #15 (period to 5/25/22)	\$9,761.04
Pay App #16 (period to 6/25/22)	\$10,260.00
Pay App #17 (period to 7/25/22)	\$138,263.43
Subtotal – All Work	\$1,382,634.24
WORK PRODUCT	
Invoice Number	Invoice Amount
B.S.E. Consultants	
15334	\$1,067.79
15493	\$1,704.26
15663	\$5,586.25
15782	\$7,309.31
15943	\$3,672.04
16088	\$2,379.37
16224	\$1,826.27
16360	\$3,370.28
16465	\$1,668.39
16623	\$2,156.67
16778	\$2,538.11
16930	\$2,711.79

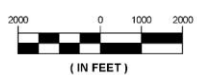
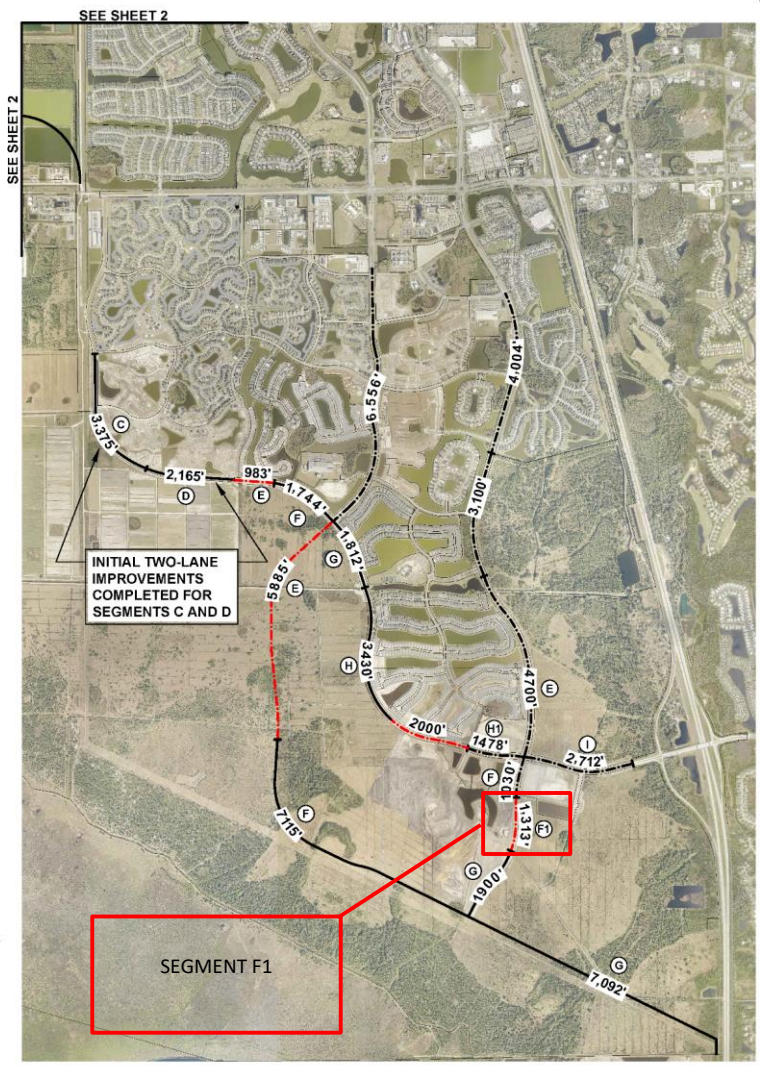
17082	\$1,928.94
17205	\$1,701.00
17371	\$2,902.85
17554	\$578.14
17713	\$3,841.53
17950	\$7,000.71
Subtotal – VSD Work	\$53,943.70
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Universal Engineering Sciences</u>	
468964	\$68.75
468966	\$317.90
475979	\$316.25
500240	\$2,135.65
517876	\$1,134.65
525513	\$1,521.30
533637	\$2,052.60
542708	\$1,553.75
585813	\$1,452.00
Subtotal – VSD Work	\$10,552.85
<u>Invoice Number</u>	<u>Invoice Number</u>
<u>KCI</u>	
10139 (\$575 of \$4,325.00)	\$575.00
11685 (\$575.00 of \$5,150.00)	\$575.00
10866 (\$575.00 of \$5,100.00)	\$575.00
10492 (\$575.00 of \$4,848.50)	\$575.00
12102 (\$575.00 of \$5,925.00)	\$575.00
12525 (\$575.00 of \$5,925.00)	\$575.00
11298 (\$575.00 of \$5,150.00)	\$575.00
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13421 (\$575.00 of \$6,375.00)	\$575.00
13782 (\$575.00 of \$6,225.00)	\$575.00
14256 (\$460.00 of \$5,410.00)	\$460.00
14640 (\$400.00 of \$5,350.00)	\$400.00
Subtotal – VSD Work	\$6,610.00

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Hugh Cotton Insurance</u>	
627	\$24,315.00
1080	\$1,314.00
<i>Subtotal – VSD Work</i>	
	\$25,629.00
<u>Dean Mead</u>	
379744 (\$239.00 of \$745.00)	\$239.00
383885 (\$134.00 of \$1,098.50)	\$134.00
386997 (\$22.34 of \$658.50)	\$22.34
388224 (\$125.62 of \$737.00)	\$125.62
<i>Subtotal – VSD Work</i>	
	\$520.96
<u>Brevard County</u>	
BSE11284.0502-01-21	\$3,476.00
BDE11284.0509-	\$1,738.00
6242021 – 06/24/2021 (\$27.00 of \$4,284.05)	\$27.00
1579	\$30.00
1574	\$150.00
<i>Subtotal – VSD Work</i>	
	\$5,421.00
TOTALS:	\$1,485,311.75

SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - ... UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

	B.S.E. CONSULTANTS, INC.	DATE: 10/18/16
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: HAL/WFV
	312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICINE, FL 32061	DRAWING# 1039301_201_008
	PHONE: (321) 725-9474 FAX: (321) 725-1166 WWW.BSECONSULTANTS.COM CERTIFICATE OF BUSINESS AUTHORIZATION: 4662 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894863	PROJECT# 10393 01 SHEET 1 OF 2

REVISION #1 3/2/22

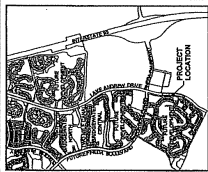
H:\Projects\Folder10393\01 Drawings\1039301_200_008.dwg March 2, 2022 9:11:08 AM WV

EXHIBIT B
The Plat (See Attached)

ROAD PLAT BOOK 3, PAGE 15

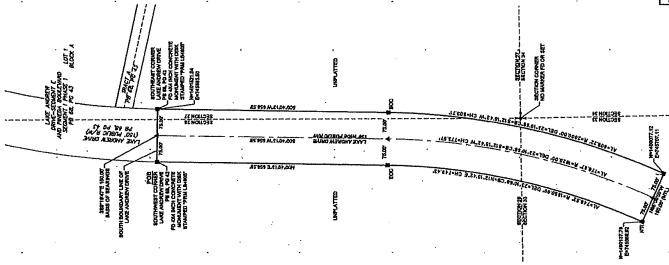
RECORDS SECTION, BREVARD COUNTY, FLORIDA

NOTARIAL PUBLIC STATE OF FLORIDA
My Commission Expires 12/31/2011
LAKE ANDREW DRIVE - SEGMENT F
SECTION 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



LAKE ANDREW DRIVE - SEGMENT F

SECTIONS 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



- NOTICE:**
1. THE ENGINEER HAS REVIEWED THE RECORDS OF THE BUREAU OF LAND MANAGEMENT, ACCORDING TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE RECORDS OF THE BUREAU OF LAND MANAGEMENT ARE CORRECT AND COMPLETE.
 2. THE ENGINEER HAS REVIEWED THE RECORDS OF THE BUREAU OF LAND MANAGEMENT AND HAS FOUND THAT THE RECORDS OF THE BUREAU OF LAND MANAGEMENT ARE CORRECT AND COMPLETE.
 3. THE ENGINEER HAS REVIEWED THE RECORDS OF THE BUREAU OF LAND MANAGEMENT AND HAS FOUND THAT THE RECORDS OF THE BUREAU OF LAND MANAGEMENT ARE CORRECT AND COMPLETE.
 4. THE ENGINEER HAS REVIEWED THE RECORDS OF THE BUREAU OF LAND MANAGEMENT AND HAS FOUND THAT THE RECORDS OF THE BUREAU OF LAND MANAGEMENT ARE CORRECT AND COMPLETE.

DESCRIPTION OF LAKE ANDREW DRIVE

LAKE ANDREW DRIVE, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, IS A PUBLIC ROAD. THE ROAD IS 60 FEET WIDE AND IS LOCATED IN SECTIONS 27, 28, AND 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. THE ROAD IS A PUBLIC ROAD AND IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.

- ADDITIONAL NOTES:**
1. THE ROAD IS 60 FEET WIDE.
 2. THE ROAD IS A PUBLIC ROAD.
 3. THE ROAD IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.
 4. THE ROAD IS A PUBLIC ROAD.
 5. THE ROAD IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.
 6. THE ROAD IS A PUBLIC ROAD.
 7. THE ROAD IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.
 8. THE ROAD IS A PUBLIC ROAD.
 9. THE ROAD IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.
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 12. THE ROAD IS A PUBLIC ROAD.
 13. THE ROAD IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.
 14. THE ROAD IS A PUBLIC ROAD.
 15. THE ROAD IS SUBJECT TO THE PUBLIC USE OF THE STATE OF FLORIDA.

THE ENGINEER HAS REVIEWED THE RECORDS OF THE BUREAU OF LAND MANAGEMENT, ACCORDING TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE RECORDS OF THE BUREAU OF LAND MANAGEMENT ARE CORRECT AND COMPLETE.

SECTION	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
27	100	100	100	100	100	100	100	100	100
28	100	100	100	100	100	100	100	100	100
33	100	100	100	100	100	100	100	100	100



STATE OF FLORIDA
COUNTY OF BREVARD
NOTARIAL PUBLIC
My Commission Expires 12/31/2011

LAKE ANDREW DRIVE - SEGMENT F
SECTION 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

LAKE ANDREW DRIVE - SEGMENT F
SECTION 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST
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LAKE ANDREW DRIVE - SEGMENT F
SECTION 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF LAKE ANDREW DRIVE – SEGMENT F1 PUBLIC INFRASTRUCTURE
IMPROVEMENTS AND WORK PRODUCT**

August __, 2022

Board of Supervisors
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida):
Acquisition of Lake Andrew Drive – Segment F1 Public Infrastructure 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 public infrastructure improvements (“**Improvements**”) and associated work product (“**Work Product**”), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Lake Andrew Drive-Segment F1 Public Infrastructure 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. The Improvements and Work Product are within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Viera Stewardship District Master Engineer’s Report for Capital Improvements*, dated March 31, 2020 and the *Supplemental Engineer’s Report Village 2 – Series 2021 Project*, dated October 28, 2021, among other applicable reports related to the future bond series (collectively, the “**Engineer’s Report**”), provide special benefits to the property within the District, and are specifically within the 2021 Assessment Area, as defined in the Engineer’s Report.
3. 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.
4. 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.
5. The total cost associated with the Improvements and Work Product is **\$1,485,311.75**, as set forth in **Exhibit A** attached hereto. Such costs are 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.

6. 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 ___th day of August 2022 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 – Lake Andrew Drive-Segment F1

Improvements:

Roadway Improvements: All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Lake Andrew Drive more particularly depicted as “Lake Andrew Drive” on the Plat of Lake Andrew Drive – Segment F recorded in Road Plat Book 5, Page 45, of the Public Records of Brevard County, Florida and as depicted as “Segment F1” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,313 linear feet more or less) (said property being “**Lake Andrew Drive-Segment F**”). Lake Andrew Drive-Segment F1 has been improved as a 2-lane road.

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 Lake Andrew Drive-Segment F1.

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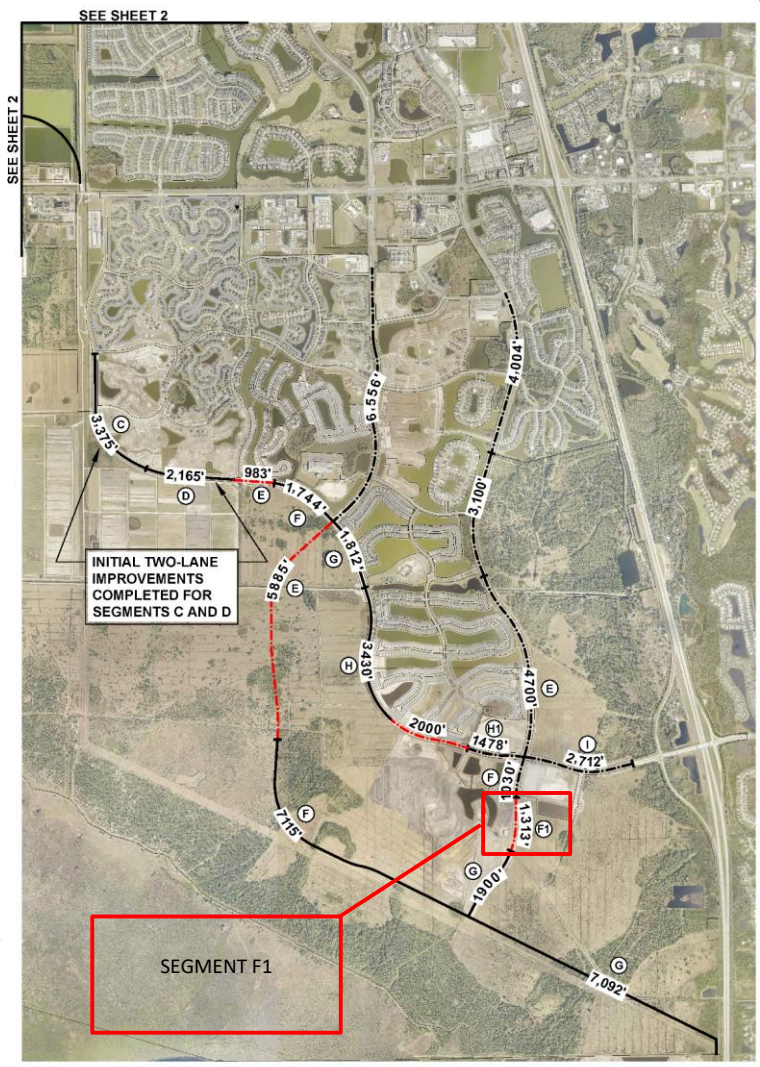
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SCHEDULE A

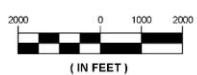
VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



INITIAL TWO-LANE
IMPROVEMENTS
COMPLETED FOR
SEGMENTS C AND D

SEGMENT F1



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - - - UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

	B.S.E. CONSULTANTS, INC.	DATE: 10/18/16
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: HAL/WFV
	312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICAL PLAZA, FORT WORTH, TEXAS 76104	DRAWING NO: 10393.01_201_008
	PHONE: (817) 725-9474 FAX: (817) 725-1199 WWW.BSECONSULTANTS.COM CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894883	PROJECT: 10393.01 SHEET 1 OF 2

REVISION #1 3/2/22

H:\Projects\Folder10393.01 Drawings\10393.01_2001\10393.01_2001_008.dwg March 2, 2022 9:01:08 AM WV

EXHIBIT B
The Plat (See Attached)

**CONTRACTOR RELEASE
ACQUISITION OF LAKE ANDREW DRIVE – SEGMENT F1
PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

(JR DAVIS CONSTRUCTION CO., INC)

THIS CONTRACTOR RELEASE (this “**Release**”) is made to be effective as of the ___th day of August 2022 by Jr. Davis Construction Company, Inc., a Florida corporation, with a principal address of 210 South Hoagland Blvd, FL 34741 (“**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**”) dated January 26, 2021 and between Contractor and The Viera Company, a Florida corporation (“**Developer**”), Contractor has constructed for Developer certain public infrastructure 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 in an amount of **\$1,382,634.24**. 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.

JR. DAVIS CONSTRUCTION COMPANY, INC.
a Florida corporation,

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 ___th day of August 2022 by _____ of Jr. Davis Construction Company, 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: _____

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)
(Lake Andrew Drive-Segment F1 Public Infrastructure)**

THIS RELEASE (this “**Release**”) is made the ___th day of August 2022, 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 public infrastructure 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 in the amount of **\$10,552.85**. 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 ___th day of August 2022 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 REPORTS AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

(KONCEPT CARMA, INC. dba KCI)
(Lake Andrew Drive-Segment F1 Public Infrastructure)

THIS RELEASE (this “**Release**”) is made the ___th day of August 2022, by **Koncept Carma, Inc., a Florida corporation d/b/a KCI (“Professional”)**, with an address of 4445 Edgewater Dr. Orlando, FL 32804, 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 NPDES inspection services and prepared related reports in connection with the construction of certain public infrastructure 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 in the amount of **\$6,610.00**. 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.

**KONCEPT CARMA, INC.,
a Florida corporation
d/b/a KCI**

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 ___th day of August 2022 by _____ of Koncept Carma, Inc., a Florida corporation, d/b/a KCI, 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)
(Lake Andrew Drive-Segment F1 Public Infrastructure)**

THIS RELEASE (this "**Release**") is made the ___th day of August 2022, 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 public infrastructure 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 in an amount of **\$53,943.70**. 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 ___th day of August 2022 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 LAKE ANDREW DRIVE – SEGMENT F1 PUBLIC INFRASTRUCTURE
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 August 2022 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 the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. **Roadway Improvements:** All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Lake Andrew Drive more particularly depicted as “Lake Andrew Drive” on the Plat of Lake Andrew Drive – Segment F recorded in Road Plat Book 5, Page 45, of the Public Records of Brevard County, Florida and as depicted as “Segment F1” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,313 linear feet more or less) (said property being “**Lake Andrew Drive-Segment F**”). Lake Andrew Drive-Segment F1 has been improved as a 2-lane road.
2. **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 Lake Andrew Drive-Segment F1.
3. **Reuse Improvements:** All reuse water systems, components and related improvements, including, but not limited to, pipes, located within Lake Andrew Drive-Segment F1.
4. **Potable Water Improvements:** All potable water distribution systems, components and related improvements, including, but not limited to, pipes, within Lake Andrew Drive-Segment F1.

(The improvements referenced in items 1-4 above collectively being the “**Improvements.**”)

5. All of the right, title, interest and benefit of Grantor, 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 (together, “**Work Product**”).

6. 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 the Grantor and Grantee may independently exercise such rights).

To have and to hold all of the foregoing unto the 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 the 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 the 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) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

- c. The 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 the 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, the 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.

h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Viera Stewardship District and The Viera Company Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated June 17, 2020, among other applicable acquisition agreements related to the District's Village 2 Series 2021 bond issuance (the "**Bonds**"), Grantee shall give Grantor a contribution credit in an amount equal to the total cost of constructing the Improvements and completing the Work Product, as may be set forth in **Exhibit A**, toward the payment of bond assessments due for commercial properties in connection with the issuance of the Bonds.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of August 2022.

**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 August 2022 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

Deleted: ¶

Costs of Construction for the Improvements

IMPROVEMENTS

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Jr Davis Construction</u>	
Pay App #1 (period to 3/25/21)	\$96,891.94
Pay App #2 (period to 4/25/21)	\$23,536.44
Pay App #3 (period to 5/25/21)	\$80,681.44
Pay App #4 (period to 6/25/21)	\$150,480.25
Pay App #5 (period to 7/25/21)	\$95,240.00
Pay App #6 (period to 8/25/21)	\$141,393.90
Pay App #7 (period to 9/25/21)	\$200,722.44
Pay App #8 (period to 10/25/21)	\$17,654.33
Pay App #9 (period to 11/25/21)	\$211,770.94
Pay App #10 (period to 12/25/21)	\$38,710.54
Pay App #11 (period to 1/25/22)	\$71,949.19
Pay App #12 (period to 2/25/22)	\$14,620.50
Pay App #13 (period to 3/25/22)	\$3,378.10
Pay App #14 (period to 4/25/22)	\$77,319.76
Pay App #15 (period to 5/25/22)	\$9,761.04
Pay App #16 (period to 6/25/22)	\$10,260.00
Pay App #17 (period to 7/25/22)	\$138,263.43
Subtotal – All Work	\$1,382,634.24

WORK PRODUCT

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants</u>	
15334	\$1,067.79
15493	\$1,704.26
15663	\$5,586.25
15782	\$7,309.31
15943	\$3,672.04
16088	\$2,379.37
16224	\$1,826.27
16360	\$3,370.28
16465	\$1,668.39
16623	\$2,156.67

16778	\$2,538.11
16930	\$2,711.79
17082	\$1,928.94
17205	\$1,701.00
17371	\$2,902.85
17554	\$578.14
17713	\$3,841.53
17950	\$7,000.71
Subtotal – VSD Work	\$53,943.70
Invoice Number	Invoice Amount
Universal Engineering Sciences	
468964	\$68.75
468966	\$317.90
475979	\$316.25
500240	\$2,135.65
517876	\$1,134.65
525513	\$1,521.30
533637	\$2,052.60
542708	\$1,553.75
585813	\$1,452.00
Subtotal – VSD Work	\$10,552.85
Invoice Number	Invoice Number
KCI	
10139 (\$575 of \$4,325.00)	\$575.00
11685 (\$575.00 of \$5,150.00)	\$575.00
10866 (\$575.00 of \$5,100.00)	\$575.00
10492 (\$575.00 of \$4,848.50)	\$575.00
12102 (\$575.00 of \$5,925.00)	\$575.00
12525 (\$575.00 of \$5,925.00)	\$575.00
11298 (\$575.00 of \$5,150.00)	\$575.00
13020 (\$575.00 of \$6,375.00)	\$575.00
13421 (\$575.00 of \$6,375.00)	\$575.00
13782 (\$575.00 of \$6,225.00)	\$575.00
14256 (\$460.00 of \$5,410.00)	\$460.00
14640 (\$400.00 of \$5,350.00)	\$400.00
Subtotal – VSD Work	\$6,610.00

<u>Invoice Number</u>	<u>Invoice Amount</u>
Hugh Cotton Insurance	
627	\$24,315.00
1080	\$1,314.00
<u>Subtotal – VSD Work</u>	<u>\$25,629.00</u>
Dean Mead	
379744 (\$239.00 of \$745.00)	\$239.00
383885 (\$134.00 of \$1,098.50)	\$134.00
386997 (\$22.34 of \$658.50)	\$22.34
388224 (\$125.62 of \$737.00)	\$125.62
<u>Subtotal – VSD Work</u>	<u>\$520.96</u>
Brevard County	
BSE11284.0502-01-21	\$3,476.00
BDE11284.0509-	\$1,738.00
6242021 – 06/24/2021 (\$27.00 of \$4,284.05)	\$27.00
1579	\$30.00
1574	\$150.00
<u>Subtotal – VSD Work</u>	<u>\$5,421.00</u>
TOTALS:	\$1,485,311.75

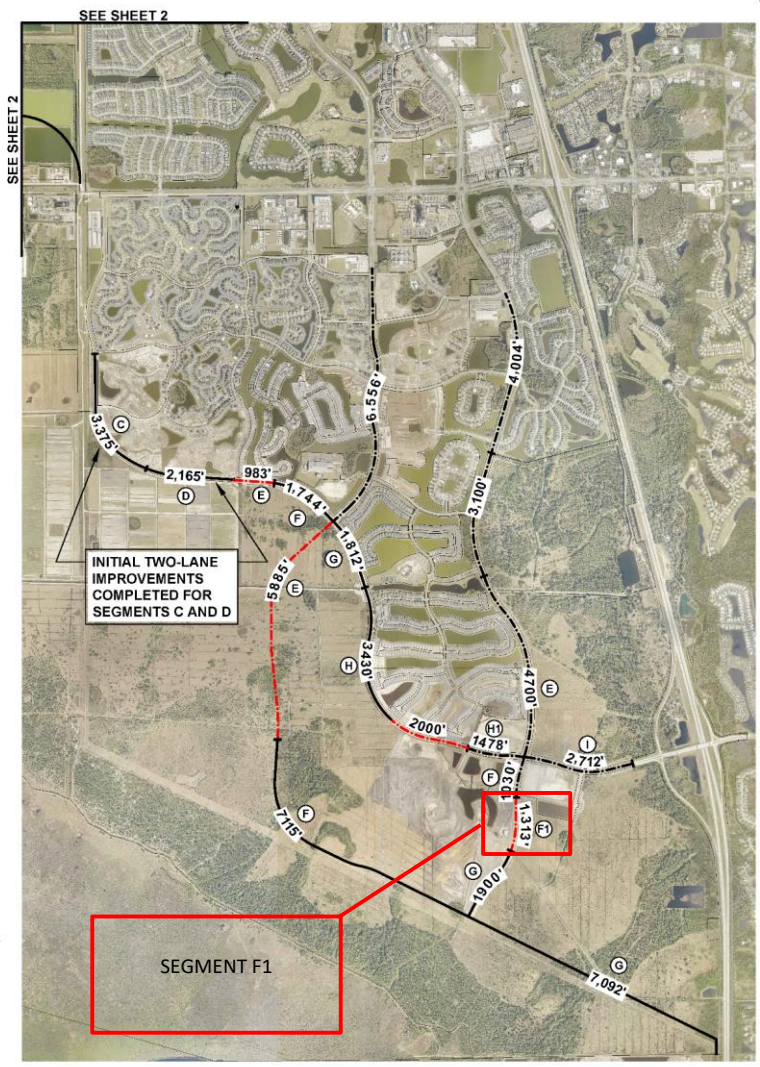
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SCHEDULE A

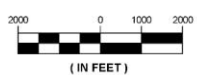
VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)



INITIAL TWO-LANE IMPROVEMENTS COMPLETED FOR SEGMENTS C AND D

SEGMENT F1



- LEGEND**
- COMPLETED IMPROVEMENTS
 - PROPOSED IMPROVEMENTS
 - - - UNDER CONSTRUCTION (2021-2022)

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

	B.S.E. CONSULTANTS, INC.	DATE: 10/18/16
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: HAL/WFV
	312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 # MEDICINE, FL 32061	DRAWING#: 10393.01_201_008
	PHONE: (321) 725-9474 FAX: (321) 722-1199	PROJECT#: 10393.01
	CERTIFICATE OF BUSINESS AUTHORIZATION: 4662	SHEET 1 OF 2
	CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L38894883	

REVISION #1 3/2/22

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**VIERA
STEWARDSHIP DISTRICT**

13

**VIERA
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2022**

**VIERA
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022**

	General Fund	Debt Service Fund Series 2021	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS				
Cash	\$ 376,085	\$ -	\$ -	\$ 376,085
Investments				
Reserve	-	660,753	-	660,753
Capitalized interest	-	1,251,926	-	1,251,926
Cost of issuance	-	2,553	-	2,553
Assessments receivable	998	-	-	998
Due from Landowner	251	-	-	251
Due from debt service fund	3,190	-	-	3,190
Total assets	<u>\$ 380,524</u>	<u>\$ 1,915,232</u>	<u>\$ -</u>	<u>\$ 2,295,756</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 217	\$ -	\$ -	\$ 217
Due to general fund	-	3,190	-	3,190
Tax payable	31	-	-	31
Total liabilities	<u>248</u>	<u>3,190</u>	<u>-</u>	<u>3,438</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	27,803	-	-	27,803
Total deferred inflows of resources	<u>27,803</u>	<u>-</u>	<u>-</u>	<u>27,803</u>
Fund balances:				
Restricted for:				
Debt service	-	1,912,042	-	1,912,042
Unassigned	352,473	-	-	352,473
Total fund balances	<u>352,473</u>	<u>1,912,042</u>	<u>-</u>	<u>2,264,515</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 380,524</u>	<u>\$ 1,915,232</u>	<u>\$ -</u>	<u>\$ 2,295,756</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,570	\$ 487,852	\$ 486,311	100%
Assessment levy: off-roll	9,267	83,408	94,656	88%
Interest & miscellaneous	-	600	400	150%
Total revenues	<u>10,837</u>	<u>571,860</u>	<u>581,367</u>	98%
EXPENDITURES				
Professional & administrative				
Supervisors	215	646	1,699	38%
Management/recording/accounting	4,000	34,000	41,000	83%
Legal	-	22,427	30,000	75%
Engineering	-	839	10,000	8%
Ecologist	-	-	10,000	0%
Audit	-	-	3,700	0%
Dissemination agent	83	667	500	133%
Assessment roll preparation	417	3,333	-	N/A
Insurance	-	10,868	12,000	91%
Legal advertising	-	1,306	3,000	44%
Printing & binding	8	75	100	75%
Telephone	8	75	100	75%
Postage	-	3	250	1%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	-	1,000	0%
Office supplies	-	-	100	0%
Other current charges	-	-	200	0%
Capital outlay	-	-	100	0%
Contingencies / bank charges	-	38	200	19%
Property appraiser	-	1,861	1,861	100%
Tax collector	31	9,761	10,131	96%
Total administrative	<u>4,762</u>	<u>86,074</u>	<u>126,116</u>	68%
Field Management Operations				
Field manager	417	3,750	-	N/A
Total field management operations	<u>417</u>	<u>3,750</u>	<u>-</u>	N/A
Maintenance -- Platted Lots/Subdivisions				
Aquatic weed control for drainage system	34,673	148,299	170,720	87%
PCT area maintenance	1,485	2,970	5,000	59%
Street lighting	8,341	71,760	104,000	69%
Subdivision contingency	-	-	3,000	0%
Total maintenance - platted lots/subdivisions	<u>44,499</u>	<u>223,029</u>	<u>282,720</u>	79%

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
Maintenance -- Environmental (District-wide)				
Aquatic weed control and maintenance for canals	-	29,950	137,495	22%
Inspections and miscellaneous work by ecologist	3,082	18,688	10,000	187%
Wetland/habitat maintenance in VWP, Stage 1	-	-	6,000	0%
Wetland/habitat maintenance in VWP, Stage 2	5,020	34,928	100,000	35%
Burrowing owl preserve and bald eagle conservation easement	-	1,000	9,500	11%
District-wide contingency	-	-	4,000	0%
Total maintenance - environmental (District-wide)	<u>8,102</u>	<u>84,566</u>	<u>266,995</u>	32%
Total expenditures	<u>57,780</u>	<u>397,419</u>	<u>675,831</u>	59%
 Excess/(deficiency) of revenues over/(under) expenditures	 (46,943)	 174,441	 (94,464)	
 OTHER FINANCING SOURCES				
Other financing sources	-	-	35,878	0%
Total other financing sources	<u>-</u>	<u>-</u>	<u>35,878</u>	0%
 Net change in fund balances	 (46,943)	 174,441	 (58,586)	
 Fund balances - beginning	 399,416	 178,032	 58,586	
Fund balances - ending	<u>\$ 352,473</u>	<u>\$ 352,473</u>	<u>\$ -</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2022**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Interest	\$ 471	\$ 541
Total revenues	<u>471</u>	<u>541</u>
EXPENDITURES		
Debt Service		
Interest	-	375,416
Underwriters discount	-	477,300
Cost of issuance	-	201,815
Total expenditures	<u>-</u>	<u>1,054,531</u>
Excess/(deficiency) of revenues over/(under) expenditures	471	(1,053,990)
OTHER FINANCING SOURCES		
Net original issue premium	-	546,331
Receipt of bond proceeds	-	2,422,891
Total other financing sources	<u>-</u>	<u>2,969,222</u>
Net change in fund balances	471	1,915,232
Fund balances - beginning	<u>1,911,571</u>	<u>(3,190)</u>
Fund balances - ending	<u>\$ 1,912,042</u>	<u>\$ 1,912,042</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	-	21,442,109
Total expenditures	<u>-</u>	<u>21,442,109</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(21,442,109)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	21,442,109
Total other financing sources/(uses)	<u>-</u>	<u>21,442,109</u>
 Net change in fund balances	-	-
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>