

**VIERA
STEWARDSHIP
DISTRICT**

June 13, 2023

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

**VIERA
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

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

June 6, 2023

Board of Supervisor
Viera Stewardship District

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

Dear Board Members:

The Board of Supervisors of the Viera Stewardship District will hold a Special Meeting on June 13, 2023 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://us06web.zoom.us/j/84116706100?pwd=ZDltbE03NUluWkdsNkpBNDJtTytYQT09> Meeting ID: 841 1670 6100, Passcode: 305922 or via conference call at 1-305-224-1968 Meeting ID: 841 1670 6100, Passcode: 305922. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments *(limited to 3 minutes per person)*
4. Approval of Minutes
 - A. August 17, 2022 Public Hearing and Regular Meeting
 - B. November 8, 2022 Landowners' Meeting
5. Administration of Oath of Office to Elected Supervisors, Amy Mitchell [SEAT 1], Todd Pokrywa [SEAT 3] and Cathleen Conley [SEAT 5] *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict

6. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners Meeting Held Pursuant to Chapter 2006-360, Laws of Florida, and Providing for an Effective Date
7. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
8. Consideration of Resolution 2023-03, Approving the Proposed Budget for Fiscal Year 2023/2024; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; And Providing an Effective Date
 - A. Presentation of Engineer’s Report for O& M Assessments
9. Update: Series 2023 Financing Timeline
10. Presentation of Supplemental Engineer’s Report for Village 2 - Series 2023 Project
11. Presentation of Second Supplemental Special Assessment Methodology Report
12. Consideration of Resolution 2023-04, Authorizing the Issuance of Not to Exceed \$28,000,000 Aggregate Principal Amount of its Viera Stewardship District Special Assessment Revenue Bonds (Village 2 - Series 2023 Project), in One or More Series (the “Series 2023 Bonds”); Determining Certain Details of the Series 2023 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2023 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2023 Bonds and Awarding the Series 2023 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of the Preliminary Limited Offering Memorandum and Its Use By the Underwriter In Connection with the Offering for Sale of the Series 2023 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreements and the Appointment of a Dissemination Agent; Providing for the Application of Series 2023 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Series 2023 Bonds; Making Certain Declarations; Appointing a Trustee; Providing for the Registration of the Series 2023 Bonds Pursuant to the DTC Book-Entry System; Providing an Effective Date and for Other Purposes
13. Consideration of Ratification Items
 - A. Duda & Sons, Inc., Work Authorization No 4 Mechanical Brazilian Pepper Removal - FY2022/2023]

- B. ECOR Industries, Inc., Aquatic Service Agreement [Monthly Lakes Services]
- C. W&J Construction Corporation, Change Order Number 1 [Pineda Gateway Sign]
- D. LED Lighting Agreements
 - I. Avalonia Phase 2 Streetlights
 - II. Avalonia PH 3 Street Lights
 - III. Pangea Park WR PH 1
 - IV. Reeling Park North Phase 5 Streetlights
 - V. Reeling Park North Phase 6 Streetlights
 - VI. Conversion Lights – Strom Park
 - Streetlight- Summary Component Detail Report
- E. Addison Center at Viera: Conveyances to the VSD
 - I. Deed to VSD (Addison Village Center at Viera Tract A)
 - II. Bill of Sale to VSD (Addison Village Center at Viera Tract A)
 - III. Bill of Sale to VSD (Addison Village Center at Viera Tract B)
 - IV. Deed to CVCA (Addison Village Center at Viera Tract B)
 - V. Bill of Sale to CVCA (Addison Village Center at Viera Tract B)
 - VI. Tract Conveyance Chart (Addison Village Center at Viera (Publix II))
 - VII. MAP (Addison Village Center at Viera)
 - VIII. Opinion of Title (Addison Village Center at Viera Tracts A & B)
- F. Zev Cohen & Associates, Inc., Work Authorizations
 - I. #32 Environmental Professional FY2022/2023
 - II. #33 Wetland/Habitat Maintenance Viera Wilderness Park (Targeted Spraying) FY2022/2023
 - III. #34 Monitoring and Maintenance of Burrowing Owl Preserve FY2022/2023
 - IV. #35 Inspections and Miscellaneous Work by Environmental Professional FY2022/2023
- G. ROW Improvement Conveyances
 - I. Lake Andrew Drive Segment F
 - II. Pineda Blvd Segment E

- III. Pineda Blvd Segment H1
- IV. Stadium Parkway Segment E
- H. Viera Wilderness Park – Annual Utilization Program Checklist – Fiscal Year 2023/2024
- 14. Consideration of Resolution 2023-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
- 15. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022, Prepared by Berger, Toombs, Elam, Gaines & Frank
- 16. Consideration of Resolution 2023-06, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022
- 17. Acceptance of Unaudited Financial Statements as of April 30, 2023
- 18. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk*
 - B. District Engineer: *BSE Consultants Inc.*
 - I. Annual Stormwater Inspections/Hurricane Season Preparedness
 - II. Draft Stormwater Management Assessment
 - III. Trasona/Sendero Master Drainage System Ponds 203 and 204 - Water Level
 - C. Environmental Consultant: *Zev Cohen & Associates*
 - D. Community Association Manager: *Eva Rey*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 6,304 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: July 14, 2023 at 9:30 AM

○ QUORUM CHECK

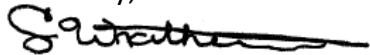
SEAT 1	AMY MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 2	TIFFANI BISSETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 3	TODD POKRYWA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 4	CHRISTOPHER WRIGHT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 5	CATHLEEN CONLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO

19. Board Members' Comments/Requests

20. Adjournment

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

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wrathell", with a long horizontal flourish extending to the right.

Craig Wrathell
District Manager

**VIERA
STEWARDSHIP DISTRICT**

MINUTES

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DRAFT

**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

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The Board of Supervisors of the Viera Stewardship District held a Public Hearing and a Regular Meeting on August 17, 2022, at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940. The public was able to participate via Zoom or mobile app, at <https://zoom.us/j/95618690725?pwd=SFY0d1NDaFcyY0RJTIRSZTY0cVdqZz09>, Meeting ID: 956 1869 0725, Passcode: 814292, or telephonically at 646-931-3860, Passcode 956 1869 0725.

Present were:

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

Also present were:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC (WHA)
Lauren Gentry	District Counsel
Hassan Kamal (via telephone)	District Engineer
Paul Martell	Treasurer
Jay A. Decator, III	The Viera Company
Michael Arnold	The Viera Company
Ben Wilson	The Viera Company
Bill Lites (via telephone)	Zev Cohen & Associates, Inc. (ZCA)
Eva Rey	Community Manager

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:32 a.m.

SECOND ORDER OF BUSINESS

Roll Call

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

THIRD ORDER OF BUSINESS

Public Comments (limited to 3 minutes per person)

There were no public comments.

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FOURTH ORDER OF BUSINESS

Approval of June 8, 2022 Special Meeting Minutes

The following changes were made:

Line 25: Change “The Viera Company” to “Treasurer”

Line 82: Change “his” to “her”

Line 175: Change “conservation area” to “Conservation District”

Regarding Line 235, Mr. Kamal mentioned Mr. Pokrywa and Mr. Lites having a conversation after the last meeting that the period requiring annual monitoring of the burrowing owls has ended, pursuant to the regulatory permits, but that Mr. Lites would continue with minimal monitoring of the burrowing owl preserve and maintain field notes, to the extent necessary to provide information in connection with the Viera DRI Development Orders to provide bi-annual reports.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the June 8, 2022 Special Meeting Minutes, as amended, were approved.

FIFTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2022/2023 Budget

- A. Proof/Affidavit of Publication**
- B. Engineer’s Report**

The following change was made:

Page 3, Maintenance of Burrowing Owl Preserve/Conservation Easement: Change “Owls and Bald Eagle Conservation Easements” to “Owl Conservation Easement”

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the Engineer’s Report dated August 2022, as amended, was approved.

- C. 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**

78 Mr. Wrathell distributed and presented the latest version of the proposed Fiscal Year
79 2023 budget. He noted the following:

80 ➤ Page 2, “Excess/(deficiency) of revenues over/(under) expenditures”: Use of \$16,327 in
81 surplus funds to offset assessment increases is reflected.

82 ➤ Regarding the Interlocal Agreement with East Viera CDD and the HOA for canal
83 maintenance and, if appropriate, a new “cost share” budget line item amount and description
84 will be added to Page 1 Revenues. Excess revenue will be used to build up fund balance.

85 Mr. Wilson noted the cost share amount is calculated by percentage; he will email the
86 Agreement to Mr. Wrathell.

87 ➤ Regarding the Fiscal Year 2022 budget, Mr. Wrathell stated that the Accounting
88 Department will reclassify a few Ecor invoices coded to the “drainage system” budget line item
89 to the “canal maintenance” budget line item.

90 ➤ A new “Contingency” budget line item will be created and funded by cost share revenue
91 to avoid a budget amendment in the future.

92 ➤ Page 5, Ecologist: Incorporated new descriptive language from Mr. Lites.

93 ➤ Added new line item for a Field Operations Manager

94 ➤ The capitalized interest period expires November 1, 2023. Debt assessments will be
95 collected one year in advance of the payment due dates.

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97 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the**
98 **Public Hearing was opened.**

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No members of the public spoke.

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103 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the**
104 **Public Hearing was closed.**

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Mr. Wrathell presented Resolution 2022-08.

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

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Page 1, Revenues: Insert “cost share amount” and description budget line item for East
110 Viera CDD and HOA canal maintenance. Excess revenue will be used to build up fund balance.

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Page 2: Insert new “Contingency” line item to be funded by cost share revenues.

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On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, 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, as amended and subject to outcome of Cost-Share Agreement for canal maintenance; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

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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

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Mr. Wrathell presented Resolution 2022-09. Regarding the frequency of off-roll assessment billing, Ms. Gentry stated billing is quarterly instead of monthly.

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On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, 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, was adopted.

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SEVENTH ORDER OF BUSINESS

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Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank

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Mr. Wrathell presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021 and reviewed the pertinent information. The Auditor ruled a finding in the prior year and this year, due to expenditures exceeding budget, which will not occur going forward since a new "Contingency" budget line item was created. There were no deficiencies in internal control or no instances of noncompliance.

153 EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-10, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021

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On MOTION by Mr. Pokrywa and seconded by Ms. Mitchell, with all in favor, Resolution 2022-10, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021, was adopted.

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164 NINTH ORDER OF BUSINESS

Consideration of Thirteenth Amendment to Aquatic Maintenance Services Agreement Between Viera Stewardship District and Ecor Industries, Inc.

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169 Mr. Wrathell presented the executed Thirteenth Amendment to the Ecor Industries, Inc., Aquatic Services Agreement, which included the additional areas highlighted in Exhibit A to the existing maintenance contact. Ms. Gentry noted that the services of Nautique Dosing increased from \$1,600 to \$1,700, which was not highlighted in the Exhibit.

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On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the Thirteenth Amendment to the Ecor Industries, Inc., Aquatic Maintenance Services Agreement, for additional monthly Sonar® herbicide treatments highlighted in Exhibit A and the cost increase for the Services of Nautique Dosing, was ratified.

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181 TENTH ORDER OF BUSINESS

Discussion: Viera Wilderness Park, Annual Utilization Program Checklist - Fiscal Year 2023/2024

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185 Mr. Lites presented the executed Viera Wilderness Park (VWP), Annual Utilization Program (AUP) Checklist for Fiscal Year 2023/2024. He reported that A. Duda & Sons, Inc. (ADS) did a great job the past two years on the north end of VWP Stage 2 to about the two-mile canal. The focus next year is on the south, by the power lines. ADS will no longer provide burn services in the Conservation District and will only manage rural districts. The VWP Habitat Management Plan (HMP) will incur burn costs this year, which will be used as a benchmark to plan the burns for Fiscal Year 2023 and to include in the Fiscal Year 2024 budget.

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On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the Viera Wilderness Park, Annual Utilization Program Checklist, was ratified.

ELEVENTH ORDER OF BUSINESS

Update: BSE Consultants Inc., 20-Year Stormwater Management Needs Analysis Report

Mr. Kamal reported the 20-Year Stormwater Management Needs Analysis Report is 60% to 70% complete. He anticipates emailing a draft late next week. It was noted the deadline to submit the final Report to the County was June 30, 2022 but there is no record of being fined for late submissions.

TWELFTH ORDER OF BUSINESS

Consideration of Roadway Acquisition Documents (under separate cover)

Ms. Gentry distributed and presented the roadway acquisition documents for Pineda Boulevard-Segment H1 and Lake Andrew Drive Segment F1. The Developer is contributing these improvements to the District and does not expect any payment from the District. Improvements will be conveyed to the City of Cocoa, Florida and Brevard County, accordingly.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the Roadway Acquisition Conveyance Documents, in substantial form and subject to Staff review, and authorizing the Chair to finalize and execute conveyance documents to the appropriate local governmental entities, including the City of Cocoa and Brevard County, when appropriate, were approved.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2022

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

FOURTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: KE Law Group, PLLC**
- B. District Engineer: BSE Consultants Inc.**

There were no District Counsel or District Engineer reports.

233 A Board Member asked about the PUD Amendment application. Mr. Kamal stated he is
234 reviewing the application and backup documents and expects to submit it to the County by the
235 end of the week.

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

237 Mr. Lites reported the following:

238 ➤ Closing a Notice of Compliance in the PCT Area by Lake Andrews that was resolved by
239 re-planting trees, which ties into the PUD Amendment, is underway.

240 ➤ The Burrowing Owl Habitat Protection (BOHP) Report was submitted to the Florida Fish
241 and Wildlife Conservation Commission (FWC). The District only needs to monitor the habitats
242 and submit a report every two years.

243 Mr. Lites discussed working with the Property Manager on resident requests for a tree
244 in a PCT area to be removed, which differs from their recommendation to keep it, as it serves as
245 a habit. Due to budget constraints, he is postponing a request to write a paper on the benefits
246 of this until the next fiscal year.

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

248 There was no report.

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

- 250 • **NEXT MEETING DATE: TBD**

- 251 ○ **QUORUM CHECK**

252 Staff will coordinate with the Chair to schedule the next meeting. Outlook calendar
253 invites will be sent as meetings are scheduled.

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255 **FIFTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

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257 There were no Board Members' comments or requests.

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259 **SIXTEENTH ORDER OF BUSINESS**

Public Comments

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261 No members of the public spoke.

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263 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

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265 **On MOTION by Mr. Pokrywa and seconded by Mr. Wriarth, with all in favor, the**
266 **meeting adjourned at 10:45 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

MINUTES

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**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

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A Landowners' Meeting of the Viera Stewardship District was held on November 8, 2022 at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940.

Present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Lauren Gentry (via telephone)	District Counsel
Todd Pokrywa	Landowner Representative/Proxyholder
Ben Wilson	The Viera Company

FIRST ORDER OF BUSINESS

Call to Order

Ms. Cerbone called the meeting to order at 9:31 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Ms. Cerbone, Mr. Kantarzhi, Mr. Pokrywa and Mr. Wilson were present, in person. Ms. Lauren Gentry was attending via telephone.

THIRD ORDER OF BUSINESS

Proof of Publication

This item was included for informational purposes.

FOURTH ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

All present agreed to Ms. Cerbone serving as Chair to conduct the Landowners' meeting.

FIFTH ORDER OF BUSINESS

Election of Supervisor [Seats 1, 3 & 5]

Ms. Cerbone stated that she is in possession of the Landowners' Roll and Landowners' Proxy designating Mr. Todd Pokrywa as proxy holder for the following Landowners:

38 A. Duda & Sons, Inc. 7,302 votes
 39 The Viera Company 1,738 votes

40 **A. Nominations**

41 Mr. Pokrywa nominated the following:

42 Seat 1 Amy Mitchell
 43 Seat 3 Todd Pokrywa
 44 Seat 5 Cathleen Conley

45 No other nominations were made.

46 **B. Casting of Ballots**

47 **I. Determine Number of Voting Units Represented**

48 A total of 9,040 voting units were represented.

49 **II. Determine Number of Voting Units Assigned by Proxy**

50 All 9,040 voting units were assigned by proxy to Mr. Pokrywa. Mr. Pokrywa is eligible to
 51 cast up to 9,040 votes per Seat.

52 Asked if all three Seats receive a 4-year term, Ms. Gentry replied affirmatively.

53 Mr. Pokrywa cast the following votes for Ms. Amy Mitchell for Seat 1:

54 The Viera Company 1,738 votes
 55 A Duda & Sons, Inc. 7,302 votes

56 Mr. Pokrywa cast the following votes for himself for Seat 3:

57 The Viera Company 1,738 votes
 58 A Duda & Sons, Inc. 7,302 votes

59 Mr. Pokrywa cast the following votes for Ms. Cathleen Conley for Seat 5:

60 The Viera Company 1,738 votes
 61 A Duda & Sons, Inc. 7,302 votes

62 **C. Ballot Tabulation and Results**

63 Ms. Cerbone reported the following ballot tabulation, results and term lengths:

64	Seat 1	Amy Mitchell	9,040 Votes	4-year Term
65	Seat 3	Todd Pokrywa	9,040 Votes	4-year Term
66	Seat 5	Cathleen Conley	9,040 Votes	4-year Term

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68 **SIXTH ORDER OF BUSINESS**

Landowners' Questions/Comments

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70 There being no Landowners' questions or comments, the next item followed.

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72 **SEVENTH ORDER OF BUSINESS**

Adjournment

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74 There being nothing further to discuss, the meeting adjourned at 9:44 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

6

RESOLUTION 2023-01

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

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

WHEREAS, pursuant to Chapter 2006-360, Laws of Florida, a landowners meeting is required to be held on the first Tuesday following the first Monday in November in even years for the purpose of electing Supervisors for the District; and

WHEREAS, such landowners’ meeting was held on November 8, 2022, at which the below recited individuals were each duly elected by virtue of the respective votes cast in their favor; and

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

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

SECTION 1. Each of the following individuals is respectively found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Amy Mitchell	Seat 1	Votes: 9,040
Todd Pokrywa	Seat 3	Votes: 9,040
Cathleen Conley	Seat 5	Votes: 9,040

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

Amy Mitchell	Seat 1	4-Year Term
Todd Pokrywa	Seat 3	4-Year Term
Cathleen Conley	Seat 5	4-Year Term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th of June, 2023.

Attest:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

7

RESOLUTION 2023-02

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

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

WHEREAS, the Board of Supervisors of the Viera Stewardship District at a regular business meeting following the landowners’ election held on November 8, 2022 desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Craig Wrathell is appointed Assistant Secretary.

Ernesto Torres is appointed Assistant Secretary.

SECTION 4. **Paul Martell** is appointed Treasurer.

Craig Wrathell is appointed Assistant Treasurer.

Jeff Pinder is appointed Assistant Treasurer.

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

PASSED AND ADOPTED this 13th day of June, 2023.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

8

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Viera Stewardship District (“**District**”) prior to July 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County at least 60 days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of the public hearing shall be published in the manner prescribed in Florida law.

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.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 2023.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget
Engineer's Report

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**VIERA
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**VIERA
STEWARDSHIP DISTRICT
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**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 652,350				\$ 847,179
Allowable discounts	(26,094)				(33,887)
Assessment levy - net	626,256	\$ 617,756	\$ 8,500	\$ 626,256	813,292
Assessment levy - off-roll	129,160	62,557	66,603	129,160	79,950
Lot closing assessments		1,349	-	1,349	-
Canal maint agreement Viera East CDD 1	9,990	-	9,990	9,990	9,990
Canal maint agreement Central Viera CA	26,482	-	26,482	26,482	26,482
Interest	1000	600	400	1,000	1,000
Total revenues	<u>792,888</u>	<u>682,262</u>	<u>111,975</u>	<u>794,237</u>	<u>930,714</u>
EXPENDITURES					
Professional & administrative					
Supervisors	2,153	-	2,153	2,153	2,153
Management/recording/accounting	48,000	24,000	24,000	48,000	48,000
Legal	30,000	5,331	24,669	30,000	30,000
Engineering	10,000	-	10,000	10,000	10,000
Ecologist	10,000	-	10,000	10,000	10,000
Audit	5,200	-	5,200	5,200	6,700
Dissemination agent: series 2021	1,000	500	500	1,000	1,000
Dissemination agent: series 2023	-	-	250	250	1,000
DSF accounting: series 2021	5,000	2,500	2,500	5,000	5,000
DSF accounting: series 2023	-	-	1,250	1,250	5,000
Trustee: series 2021	5,000	4,246	754	5,000	5,000
Trustee: series 2023	-	-	-	-	-
Arbitrage rebate calculation: series 2021	500	-	500	500	500
Arbitrage rebate calculation: series 2023	-	-	-	-	500
Insurance	12,000	11,683	317	12,000	12,500
Legal advertising	3,000	682	2,318	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	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Contingencies / bank charges	900	-	900	900	900
Property appraiser	2,281	2,281	-	2,281	2,881
Tax collector	13,047	12,342	705	13,047	16,944
Contingency	20,144	2,765	17,379	20,144	20,144
Total professional & administrative	<u>169,765</u>	<u>66,605</u>	<u>104,660</u>	<u>171,265</u>	<u>182,762</u>

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
Field Management Operations					
Field manager	5,000	2,500	2,500	5,000	10,000
O&M accounting	5,000	-	5,000	5,000	5,000
Total field management operations	<u>10,000</u>	<u>2,500</u>	<u>7,500</u>	<u>10,000</u>	<u>15,000</u>
Maintenance - Platted Lots/Subdivision					
Drainage system and natural areas	199,208	108,099	91,109	199,208	199,208
Maintenance: PCT area	5,000	1,485	3,515	5,000	5,000
Street lighting	138,320	54,355	83,965	138,320	144,320
Contingency: subdivision	3,000	1,675	1,325	3,000	3,000
Total maintenance - platted lots/subdivisions	<u>345,528</u>	<u>165,614</u>	<u>179,914</u>	<u>345,528</u>	<u>351,528</u>
Maintenance - Environmental (District-wide)					
Canals: aquatic weed control & maint	138,095	19,775	118,320	138,095	138,095
Ecologist: monitoring & misc	10,000	-	10,000	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	2,533	97,467	100,000	160,000
Burrowing owl easement maintenance	9,500	-	9,500	9,500	8,500
Prescribed fire	9,500	-	9,500	9,500	60,000
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Total maintenance - environmental (District-wide)	<u>277,095</u>	<u>22,308</u>	<u>254,787</u>	<u>277,095</u>	<u>386,595</u>
Total expenditures	<u>802,388</u>	<u>257,027</u>	<u>546,861</u>	<u>803,888</u>	<u>935,885</u>
Excess/(deficiency) of revenues over/(under) expenditures	(9,500)	425,235	(434,886)	(9,651)	(5,171)
Fund balance - beginning (unaudited)	61,750	153,216	578,451	153,216	143,565
Fund balance - ending (projected)					
Unassigned	52,250	578,451	143,565	143,565	138,394
Fund balance - ending (projected)	<u>\$ 52,250</u>	<u>\$ 578,451</u>	<u>\$ 143,565</u>	<u>\$ 143,565</u>	<u>\$ 138,394</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.	6,700
Dissemination agent: series 2021		1,000
Dissemination agent: series 2023	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		5,000
DSF accounting: series 2023	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		5,000
Trustee: series 2023	US Bank National Association serves as Trustee, Paying Agent and Bond Registrar for the bonds.	-

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

EXPENDITURES (continued)

Dissemination agent: series 2021	500
Dissemination agent: series 2023	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Insurance	12,500
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	2,881
Monies due for roll maintenance	
Tax collector	16,944
Monies due for tax collections	
Contingency	20,144
Field Management Operations	
Field manager	10,000
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.	

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

EXPENDITURES (continued)

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. Hand trimming, thinning, and mechanical mulching will be performed by Tropic-Care of Central Florida on the preferred cover type tree canopy area.

Street lighting 144,320
 The District leases street lights from Florida Power & Light. Monthly lease and electrical costs are based on historical figures (396 existing streetlights) and pending FPL agreements signed Feb 2023 of 66 street lights being added to Avalonia Phase 2 and 3, and Pangea Park and anticipated additions of 161 streetlights.

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. Per Canal Maintenance Agreement dated February 28, 2019, the Viera East CDD (10%), Central Viera Community Association (26.51%), and Viera Stewardship District (63.49%) cost share the \$99,985 canal maintenance service expense provided by A. Duda & Sons.

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 mitigation area, and perform various inspections of Villages 1 and 2 PCT management areas. The District Ecologist will update the Preferred Cover Types (PCT) Management Plan on an annual basis and coordinate with contractors to perform land management of within the priority PCT habitats in Village 1 and 2. The District Ecologist also responds to miscellaneous requests for wildlife and tree management throughout the VSD on an as needed basis.

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 2 160,000
 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 \$3,000 per week for 45 weeks totaling \$135,000. 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.

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

EXPENDITURES (continued)

Burrowing owl easement maintenance	8,500
<p style="margin-left: 20px;">The District anticipates having to maintain this preserve area for the following items:</p> <ul style="list-style-type: none"> • 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 \$1,000. 	
Prescribed fire	60,000
<p style="margin-left: 20px;">One quarter (approximately 500 acres) of the approximately 2,000 acre Conservation District will be burned each year for a 4 - year burn rotation. Services will include pre-planning, site preparation, and burn day support (approx \$120/acre). Some coordination with ADS will be required for fire breaks and land management prior to burn days.</p>	
Contingency: district-wide	4,000
<p style="margin-left: 20px;">This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year.</p>	
Total expenditures	<u><u>\$ 935,885</u></u>

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 1,406,108
Allowable discounts (4%)	-				(56,244)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	1,349,864
Interest	-	25,603	-	25,603	-
Total revenues	-	25,603	-	25,603	1,349,864
EXPENDITURES					
Debt service					
Principal	-	-	-	-	490,000
Interest	834,258	417,129	417,129	834,258	834,258
Tax collector	-	-	-	-	28,122
Total expenditures	834,258	417,129	417,129	834,258	1,352,380
Excess/(deficiency) of revenues over/(under) expenditures	(834,258)	(391,526)	(417,129)	(808,655)	(2,516)
Fund balance:					
Net increase/(decrease) in fund balance	(834,258)	(391,526)	(442,732)	(808,655)	(2,516)
Beginning fund balance (unaudited)	1,914,738	1,917,638	1,526,112	1,917,638	1,108,983
Ending fund balance (projected)	<u>\$1,080,480</u>	<u>\$ 1,526,112</u>	<u>\$ 1,083,380</u>	<u>\$ 1,108,983</u>	<u>1,106,467</u>
Use of fund balance:					
Debt service reserve account balance (required)					(660,753)
Interest expense - November 1, 2024					(411,494)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 34,220</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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		16,109,280.00	39,974,280.00	

**VIERA
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
ASSESSMENT SUMMARY
FISCAL YEAR 2024**

On-Roll Assessments (GF Only)

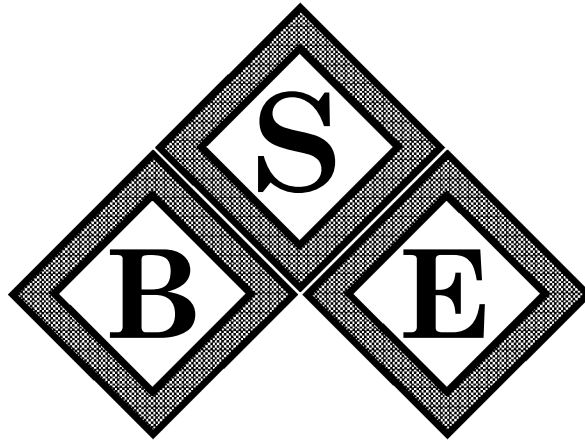
Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2024			FY 23 Assessment
			GF	DSF	GF & DSF	
4,077	160.68	Platted Residential	\$ 135.40	\$ -	\$ 135.40	\$ 135.40
		Platted Commercial	576.26	-	576.26	576.26
1,083		Platted SFD Series 2021 Bonds	135.40	999.90	1,135.30	n/a
206		Platted SFA Series 2021 Bonds	135.40	749.92	885.32	n/a
54		Unplatted SFD Series 2021 Bonds	135.40	999.90	1,135.30	n/a
153		Unplatted SFA Series 2021 Bonds	135.40	749.92	885.32	n/a

Off-Roll Assessments

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2024			FY 23 Assessment
			GF	DSF	GF & DSF	
	6,281.62	Undeveloped Land	\$ 12.73	-	\$ 12.73	\$ 12.73

**VIERA
STEWARDSHIP DISTRICT**

8A



**VIERA STEWARDSHIP DISTRICT
ENGINEER'S REPORT
OPERATION AND MAINTENANCE ASSESSMENT
FY 2023-2024**

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 2023

B.S.E. File #11198/11198.11



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

August 4, 2023

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 2023-2024 Fiscal Year
BSE File #11198/11198.11**

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 2023-2024 fiscal year. This report has been prepared on behalf of the Viera Stewardship District (VSD) in connection with the preparation of the 2023-2024 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.23-hk19545.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

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DRAFT

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 2023-2024 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 2023-2024. 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 2023-2024.

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 \$137,495.00 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 2023-2024 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 2023-2024.

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 2023-2024

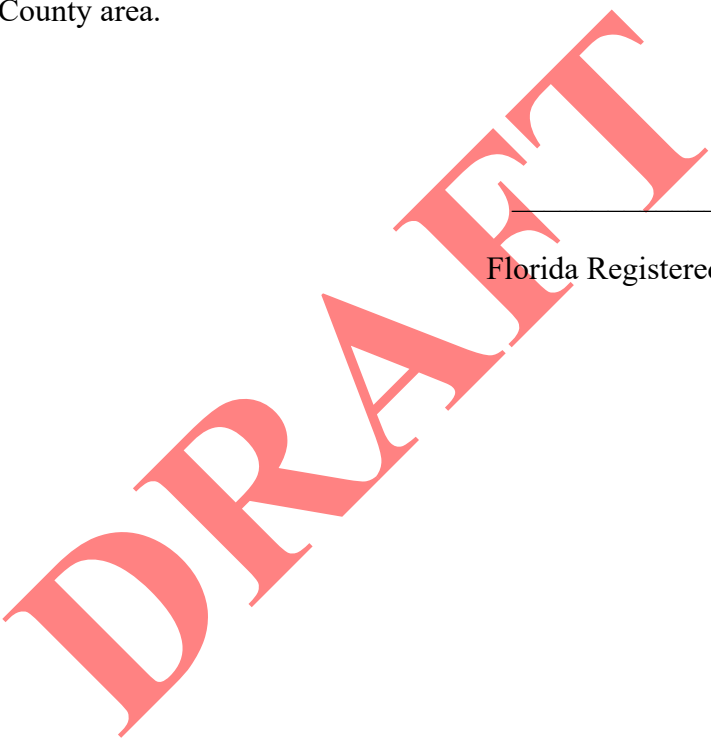
<u>Improvement</u>	<u>Ownership/Maintenance Entity</u>	<u>Estimated Actual Cost</u>
• Aquatic Weed Control; Strom Park, Reeling Park, Trasona, Kerrington, Loren Cove, Loren Cove South, Valencia, Seville, Sendero Cove and Bridgewater Drainage System	VSD	\$202,478.00
• PCT Area Maintenance	VSD	\$ 5,000.00
• Street Lighting	VSD	\$137,495.00
• 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 2023-2024.

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

DRAFT

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 S4°49'00"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°03'06"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 553.08 feet, to an iron rod; thence S88°41'21"W, a distance of 144.31 feet to an iron rod; thence S60°14'12"W, a distance of 360.22 feet, to an iron rod; thence S44°22'00"W, a distance of 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°38'10"W, a distance of 194.77 feet, to an iron rod; thence S63°42'25"W, a distance of 577.41 feet, to an iron rod; thence S69°45'01"W, a distance of 412.41 feet, to an iron rod; thence N89°11'00"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 S60°56'32"W, a distance of 966.55 feet, to an iron rod; thence S87°21'06"W, a distance of 485.00 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 58.90 feet, to an iron rod; thence S62°27'13"W, a distance of 370.19 feet, to an iron rod; thence S62°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 S80°02'25"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°35'50"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 241.00 feet, to an iron rod; thence S71°16'02"E, a distance of 271.51 feet, to an iron rod; thence S66°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 73.01 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°55'39"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°51'10"E, a distance of 156.56 feet, to an iron rod; thence S60°41'38"E, a distance of 107.07 feet, to an iron rod; thence S75°22'42"E, a distance of 109.56 feet, to an iron rod; thence S52°05'08"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 S35°54'38"E, a distance of 212.94 feet, to an iron rod; thence S37°40'21"E, a distance of 100.00 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°02'39"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°22'31", a chord distance of 4915.73 feet; and a chord bearing of N08°19'41"W) a distance of 25.30 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 23°08'08", a chord distance of 427.72 feet; and a chord bearing of N44°55'31"W) a distance of 33.74 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 49, 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 East 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, 100.00 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, 430.00 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 NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'00"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; THENCE N00°07'07"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°25'33", A CHORD LENGTH OF 124.11 FEET AND A CHORD BEARING OF S20°14'11"W) 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 71.74 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 183.75 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 S19°07'07"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 61.14 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 S39°25'46"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 622.64 FEET; THENCE S20°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 1, 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.

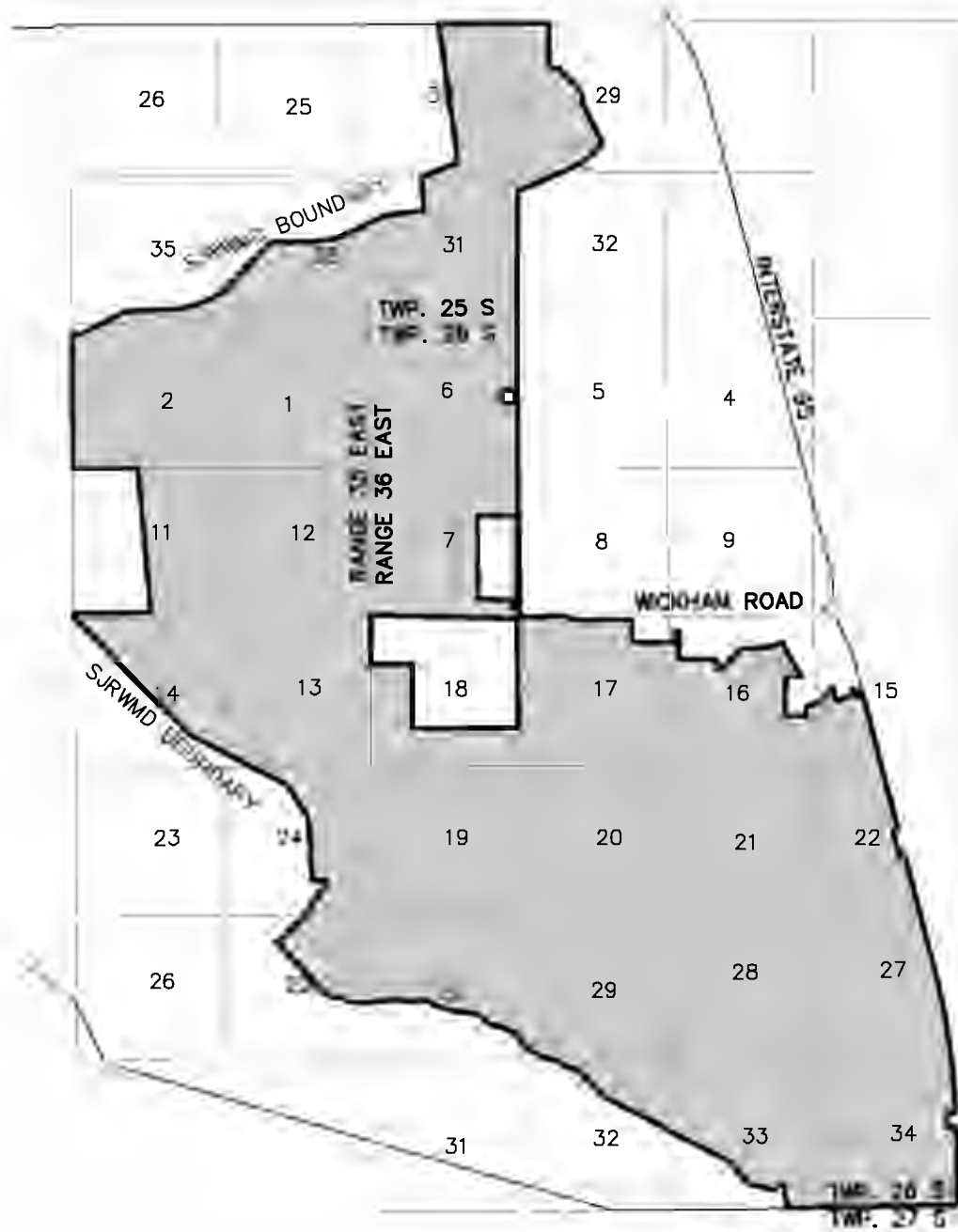
TOTAL NET ACREAGE: 13,441.6 MORE OR LESS

DRAFT

APPENDIX B

DRAFT

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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) 725-3874 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**

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Viera Stewardship District
Special Assessment Revenue Bonds, Series 2023
Draft as of April 2023

May-23

S	M	Tu	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun-23

S	M	Tu	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-23

S	M	Tu	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date	Event	Responsibility
Week of May 15 th	<ul style="list-style-type: none"> Distribute draft of Supplemental Engineer's Report Distribute draft of Supplemental Indenture Distribute draft of Delegation Resolution 	DE BC BC
Week of May 22 nd	<ul style="list-style-type: none"> Distribute draft of Preliminary Assessment Methodology 	AC
Week of May 29 th	<ul style="list-style-type: none"> Distribute drafts of PLOM, BPA, CDA Distribute drafts of True-Up Agreement, Completion Agreement, Collateral Assignment Agreement and Declaration of Consent 	UW/UC DC
Week of June 5 th	<ul style="list-style-type: none"> Finalize All Bond Documents 	All Parties
Week of June 12 th	<p>Board Meeting – Necessary Actions, June 13th</p> <ul style="list-style-type: none"> Present Preliminary Supplemental Engineer's Report Present Preliminary Assessment Methodology Report Present Delegation Resolution (with attachments including Supplemental Indenture, PLOM, BPA and CDA) <p>Print and mail the PLOM</p>	All Parties UW/UC
Week of June 19 th	<ul style="list-style-type: none"> Site Visits with Lenders and/or Investor Conference Calls 	UW/UC
Week of June 26 th	<p>Pricing of the Bonds</p> <ul style="list-style-type: none"> Distribute FINAL bond sizing Execute BPA Distribute final drafts of all documents required for printing the LOM Distribute all documents, certificates, opinions, etc. necessary to close 	UW UW UW/ Chairman All Parties All Parties
Week of July 3 rd	<ul style="list-style-type: none"> Finalize LOM and all attachments Print LOM Provide final comments to all documents, certificates, opinions, etc. necessary to close 	All Parties UW/UC All Parties

Viera Stewardship District
Special Assessment Revenue Bonds, Series 2023
Draft as of April 2023

May-23

S	M	Tu	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun-23

S	M	Tu	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-23

S	M	Tu	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date	Event	Responsibility
Week of July 10 th	<ul style="list-style-type: none"> Finalize all documents, certificates, opinions, etc. necessary to close <p>Board Meeting – Necessary Actions, July 11th</p> <ul style="list-style-type: none"> Present all final documents necessary to close <p>Pre-close (immediately following board meeting) Sign all documents, certificates, opinions, etc. necessary to close</p> <p>Fund and Close (via phone)</p>	All Parties All Parties All Parties T/UW

Key	Description	Key	Description
D	Developer	AC	Assessment Consultant
DM	District Manager	T	Trustee
BC	Bond Counsel	TC	Trustee Counsel
UW	Underwriter	DC	District Counsel
UC	Underwriter’s Counsel	DE	Engineer

**VIERA
STEWARDSHIP DISTRICT**

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VIERA STEWARDSHIP DISTRICT

**SUPPLEMENTAL ENGINEER'S REPORT
VILLAGE 2 – SERIES 2023 PROJECT**

Prepared for:

**BOARD OF SUPERVISORS
VIERA STEWARDSHIP DISTRICT**

Prepared by:

**B.S.E. CONSULTANTS, INC.
312 S. HARBOR CITY BLVD.
MELBOURNE, FL 32901
PH: 321-725-3674**

**May 25, 2023
B.S.E. File #11198 / 11198.10**

VIERA STEWARDSHIP DISTRICT

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LIST OF EXHIBITS

- EXHIBIT 1 – Location Map
- EXHIBIT 2 – Legal Description – Viera Stewardship District
- EXHIBIT 3 – Legal Description – Village 2 Assessment Area (Revised 05/25/23)
- EXHIBIT 3A – Exhibit to show Village 2 Assessment Area
- EXHIBIT 4 – Land Use Map
- EXHIBIT 5 – Zoning Map
- EXHIBIT 6 – Summary of Acquisition and Construction Costs
- EXHIBIT 7 – Viera Stewardship District – Master Roadway Infrastructure

**SUPPLEMENTAL ENGINEER’S REPORT – SERIES 2023 PROJECT
VIERA STEWARDSHIP DISTRICT**

I. INTRODUCTION

The Viera Stewardship District (the “District” or the “VSD”) was established by Chapter 2006-360, Laws of Florida, on June 23, 2006, with a boundary amendment by Chapter 2009-249, Laws of Florida, on June 1, 2009. The District is located in unincorporated areas of Brevard County, Florida (the “County”), west of I-95 and east of the St. Johns River. The District currently contains approximately 13,441.6 acres. A location map and legal description of the boundaries of the District are provided as Exhibit 1 and Exhibit 2, respectively. The VSD is divided into the Village District (which is further divided into three villages), the Rural Development District, the Interchange District and the Rural Area and Conservation Area (which respectively will transition to Rural District and Conservation District as provided in the Viera DRI Development Order).

Within the Village District, Village 1 (2,151.35 acres) is approximately 90% built-out and is located south of Wickham Road, north of Pineda Boulevard and predominantly west of Lake Andrew Drive (Strom Park, within Village 1, is located east of Lake Andrew Drive). Improvements within Village 1 are not included within the District’s Capital Improvement Plan and are not anticipated to be financed by the District. Village 2 (3,035.70 total acres) is located primarily south of Pineda Boulevard, east and north of the of the existing FPL Transmission line easements with a portion of the Village 2 being located north of Pineda Boulevard, east of Lake Andrew and west of I-95 and encompasses the Interchange District as identified in the Viera DRI Development Order. A legal description and sketch of the assessment area within Village 2 is provided as Exhibit 3.¹ Village 3 (approximately 2,000 acres) is located west of the FPL transmission mains, and north of Wickham Road. The various development areas are graphically depicted on the Land Use Map, Exhibit 4. A majority of the District is located within the West Viera PUD, with a small portion of the District at the northeast corner being located within the Central Viera PUD. The PUD zoning limits are shown upon Exhibit 5, Sheets 1 and 2.

II. PURPOSE AND SCOPE

The District plans to finance the construction or acquisition of public improvements, including stormwater management facilities, public roadways, water reuse and wastewater facilities, community parks, a trail system, community and neighborhood signage, landscaping, and irrigation, and associated professional costs, as described in the *Master*

¹ Village 2 is a total of 3,035.70 total acres. The assessment area makes up the assessable acres in Village 2, after removing 65.83, which leaves a total assessment area of 2,969.87 acres.

Engineer's Report for Capital Improvements, dated March 23, 2020 ("Capital Improvement Plan"). As outlined in the March 23, 2020 Report, the total cost for the Capital Improvements Plan is \$84,305,120.00. The purpose of this Supplemental Engineer's Report for Capital Improvements – Series 2023 Project ("Report") is to provide a summary and cost of the portion of the Capital Improvement Plan identified as the "Village 2 – Series 2023 Project", which is anticipated to be financed in part by the District's issuance of its Series 2023 Bonds. The Series 2023 Project is anticipated to consist of a portion of the master improvements necessary for community development within Village 2.

This Report provides descriptions of the improvements and associated professional costs comprising the Village 2 – Series 2023 Project, including completed and planned public infrastructure improvements and the actual and/or projected construction costs, including costs for design and construction administration. For the roadway and utility improvements within the Village 2 – Series 2023 Project, detailed site construction plans and specifications have been completed, permitted, and accepted by the applicable regulatory agencies. Conceptual designs for the Community Trail/Park facilities have been completed and the Engineer expects that Construction Plans, permits and associated construction improvements will be completed as a normal course of business. The Engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants in compiling a complete summary of the costs associated with the Village 2 – Series 2023 Project.

The majority of the infrastructure improvements described within this Report have been or will be conveyed to local governmental agencies for ownership, maintenance and operation after completion. Roadway and sanitary sewer and reuse infrastructure, including force mains and reuse mains have been or will be conveyed to Brevard County. Potable Water facilities have been or will be conveyed to the City of Cocoa. Master stormwater drainage improvements within the District will be owned and operated by the VSD. The Village 2 Community Park/Trail system improvements will be owned and operated by the VSD.

The public improvements and facilities financed, acquired, and/or constructed by the District have been or will be designed and constructed to conform to regulatory criteria from the City of Cocoa, Brevard County, St. Johns River Water Management District (SJRWMD), and other applicable agencies with regulatory jurisdiction over the Development as defined below. An overall Summary of Acquisition and Construction Costs of the public improvements is provided in Exhibit 6 of this Report.

III. THE DEVELOPMENT

As described above, the VSD is divided into the Village District (which is further divided into three villages), the Rural Development District, the Interchange District and the Rural Area and Conservation Area (which respectively will transition to Rural District and Conservation District as provided in the Viera DRI Development Order). Within the Village District, Village 1 (2,151.35 ac) is approximately 90% built-out. The VSD is not proposing to construct or acquire any infrastructure improvements within Village 1. The remaining Development will consist of two Villages, identified as Village 2 and Village 3 containing a mix of land uses comprised of single-family detached and single-family attached residential, multi-family development, assisted living facilities (ALF), hotels, retail and office uses, and associated infrastructure improvements (“Development”). The Interchange District, as identified in the Viera DRI Development Order, is located within Village 2. The Development is zoned Planned Unit Development (PUD) and identified as the West Viera PUD and the Central Viera PUD within the Brevard County Land Development Code. The Development has a land use designation of DRI-PUD. It’s anticipated that the development of Villages 2 and 3 will be completed in multiple phases, spanning an estimated twenty plus years. The projected entitlement usage for both Villages is presented below in Table 1.

TABLE 1
Summary of Projected Entitlement Usage
(Village 2 & 3 Entitlements)

	Village Two	Village Three	Total
Single-family Detached	4,200	3,240	7,440
Single-family Attached	500	360	860
Multi-family (units)	800	540	1,340
ALF (beds)	289	-	289
Hotel (rooms)	250	-	250
Retail (square feet)	600,000	100,000	700,000
Office (square feet)	460,000	50,000	510,000
Light Industrial	200,000		200,000

IV. THE CAPITAL IMPROVEMENTS

The improvements constituting the Village 2 – Series 2023 Project are described in more detail as follows:

Master Infrastructure Improvements

- Arterial roadways, including sidewalks, traffic signals, signage and pavement markings and storm drainage collection systems (including inlets, curbs, pipes) within public rights-of-way. These facilities, upon completion and acceptance, will be dedicated to Brevard County for ownership and maintenance. A graphic description of the Master Roadway Improvements is reflected as part of the VSD's overall CIP Roadway Improvements on Exhibit 7 but is more specifically described in Section V of this report.
- Water distribution facilities, consisting of mains 10" in diameter or larger, and generally constructed along arterial roadway corridors. These facilities, upon completion and acceptance, will be conveyed to and maintained by the City of Cocoa.
- Wastewater collection systems generally consisting of lift stations and force mains, reuse distribution mains and major gravity interceptor mains. These master facilities will generally serve large development areas with a mixture of land uses and may be located along arterial roadways or within development parcels, depending upon the final land use configurations and project phasing. These facilities, upon completion and acceptance, will be conveyed to Brevard County for ownership and maintenance.
- Community Parks/Trail facilities including trailhead facilities, pathways and associated recreational, drainage, signage, lighting, utilities and associated improvements. These facilities, upon completion and acceptance, will be owned and maintained by the VSD.

V. VILLAGE 2 – SERIES 2023 PROJECT COMPONENTS

The components of the Village 2 – Series 2023 Project are more specifically described as follows:

Public Roadways

Pineda Boulevard and Stadium Parkway Infrastructure Improvements

Pineda Boulevard – Segment E – consisting of ±983 LF of four-lane divided urban roadway section with curb, medians, sidewalks and associated drainage, pavement marking and signage improvements (Completed).

Pineda Boulevard – Segment F – consisting of ±1,744 LF of four-lane divided urban roadway section with curb, medians, sidewalks, a pedestrian underpass and associated drainage, pavement marking and signage improvements (Projected completion in September of 2023).

Pineda Boulevard (Segment G) – consisting of ±1,812 LF of four-lane divided urban roadway section with curb, medians, sidewalks and associated drainage, pavement marking and signage improvements (Projected completion in September of 2023).

Pineda Boulevard (Segment H) – consisting of ±3,430 LF of four-lane divided urban roadway section with curb, medians, sidewalks and associated drainage, pavement marking and signage improvements (Projected completion in September of 2023).

Stadium Parkway (Segment E) – consisting of ±5,885 LF of four-lane divided urban roadway section with curb, medians, sidewalks and associated drainage, pavement marking and signage improvements (Completed).

The above improvements are included within the Capital Improvement Plan and are as shown within Exhibit 7 of this report.

Potable Water/ Reclaimed Water/Wastewater Facilities

Master Potable Water Facilities – consisting of ±14,200 LF of 4”, 8”, 12”, 16” and 24” water mains, gate valves, fire hydrants and appurtenances, have been constructed for the Development. The facilities are located within the public right of ways of Pineda Boulevard and Stadium Parkway.

Master Reclaimed Water Facilities, - consisting of ±14,790 LF of 10”, 12” and 16” reuse mains, gate valves, and appurtenances, have been installed to serve the Development. These facilities have been installed within the public rights-of-way Pineda Boulevard and Stadium Parkway. This reuse water will provide the landscape irrigation water for the lands within the District

Master Wastewater Collection Facilities - consisting of ±4,610 LF of 6”, 8” and 10” force mains facilities and associated improvements extending from Pineda Boulevard southerly within the Right-of-Way of Stadium Parkway, Segment E.

Village Two Community Parks/Trail – North

Village 2 Community Park/Trail improvements are planned to consist of a series of pathways, trails, trailheads and associated recreational facilities located within Village 2, north of Pineda Boulevard, west of I-95 and east of Lake Andrew Drive. The facilities will connect to the pedestrian underpass at Pineda Boulevard that was constructed as part of Pineda Boulevard, Segment I, slowing for connection to future trail and park facilities south of Pineda Boulevard.

Miscellaneous

The improvements comprising the Village 2 – Series 2023 Project, along with certain permits, permit fees and professional fees as described in this Report, are being financed by the District with the intention for generally benefiting all of the developable real property within the District. The master infrastructure improvements in Village 2, along with certain permits, permit fees, professional fees as described in this Report are being financed by the District and specifically benefit certain developable property within Village 2, identified as the Village 2 Assessment Area. A legal description of the Village 2 Assessment Area is attached hereto as Exhibit 3. These master improvements, while capable of being a system of interrelated improvements, are specifically required in each Village for development, appreciation, permitting, and other development order obligations within each discrete Village and therefore provides special benefit to each Village separately. Accordingly, the Village 2 – Series 2023 Project benefits the entire Development, but provides special benefits to the Village 2 Assessment Area.

VI. PERMITTING

Construction permits for all the described roadway and utility infrastructure improvements were acquired and include approvals from the County, SJRWMD (Environmental Resource Permit), City of Cocoa, Florida Department of Environmental Protection (FDEP), and the Army Corps of Engineer Permit (ACOE). Permits for the Village Community Parks/Trail are expected to be issued under the normal course of business.

VII. ACQUISITION AND CONSTRUCTION COSTS

The acquisition and construction costs for the Pineda Boulevard and Stadium Parkway Infrastructure Improvements are \$22,491,542.00, inclusive of all engineering and geotechnical testing costs.

The acquisition and construction costs for the Village Two Commercial Park and Trail – North are \$4,500,000.00, inclusive of all engineering and geotechnical testing costs.

Total costs for the Village 2 – Series 2023 Project are \$26,991,542.00

A summary of the costs for each project is included in Exhibit 6.

VIII. RECOMMENDATION

The improvements as described within the Report are necessary for the development and functional operation as required by the County and other applicable regulatory agencies. The site planning, engineering design and construction plans for the infrastructure were completed in accordance with the applicable requirements of the County, City, FDEP and the SJRWMD. The infrastructure improvements described within the Capital Improvement Plan will be constructed to provide for their intended use and function.

The Opinion of Probable Costs for this report is based upon estimated design, permitting and construction costs for similar, large scale infrastructure improvement projects within Central Florida, but may be subject to change as detailed design and permitting is completed.

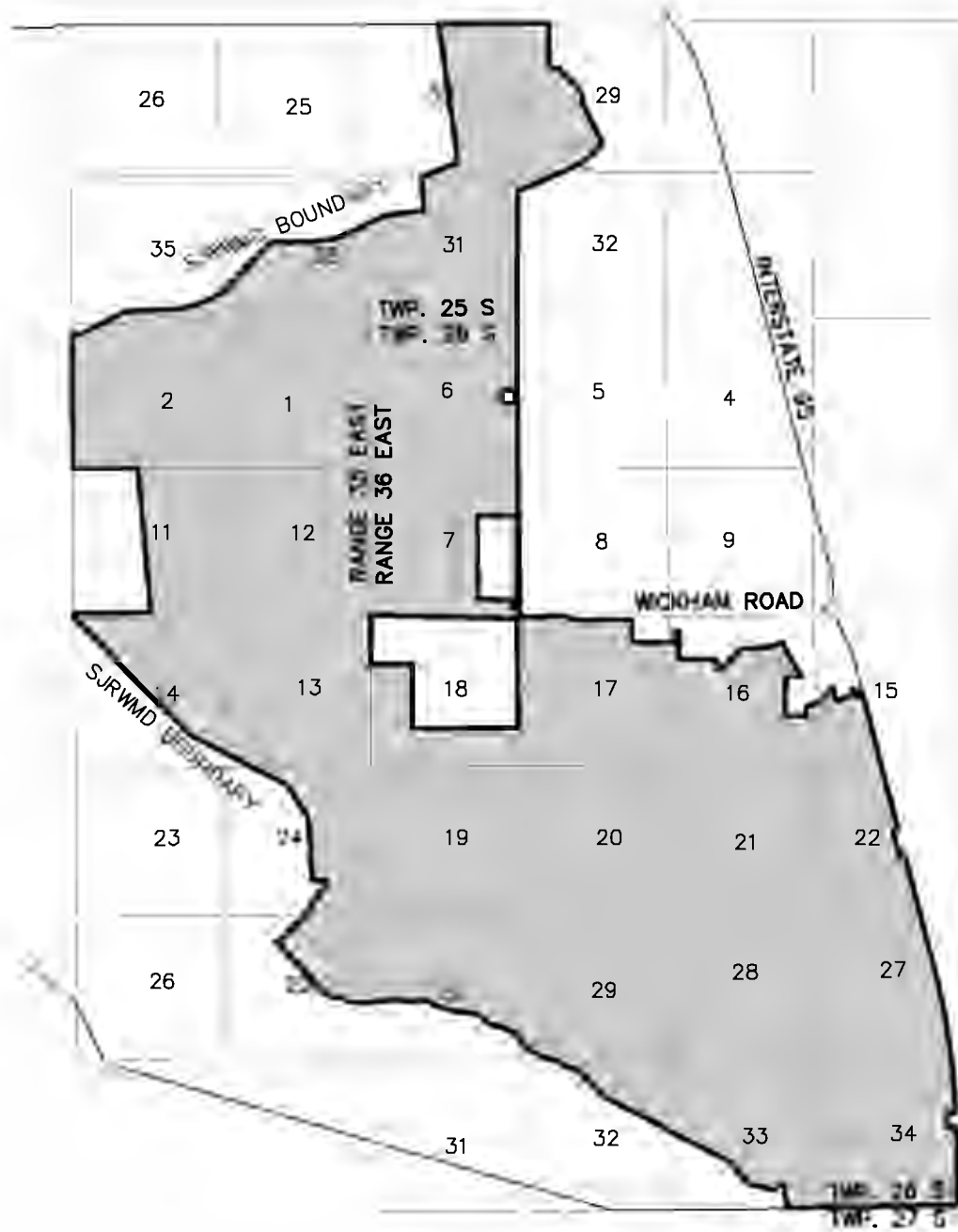
IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the specific components of the Village 2 – Series 2023 Project described in this Report are reasonable to complete the construction of the said infrastructure improvements. Furthermore, the completed public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.



EXHIBITS

EXHIBIT 1



VIERA STEWARDSHIP DISTRICT LOCATION MAP

NTS

H:\Projects\Folder_11198\Drawings\1198_200_001.dwg June 17, 2013 9:02:29 AM wv



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3874 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

EXHIBIT 2

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 $01^{\circ}51'26''$, a chord distance of 98.06 feet; and a chord bearing of $S12^{\circ}33'47''E$) 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) $S89^{\circ}08'33''W$, 217.69 feet;

2) $S35^{\circ}10'57''W$, 136.27 feet;

3) $S00^{\circ}51'27''E$, 242.81 feet;

4) $S89^{\circ}08'33''W$, 725.22 feet;

5) $N00^{\circ}51'27''W$, 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 $S89^{\circ}08'33''W$ along said Right-of-Way line of Trafford Drive, 50.00 feet to the Southwest corner of Trafford Drive; thence $N00^{\circ}51'27''W$ along the West line of Trafford Drive, 100.00 feet to the Northwest corner of Trafford Drive; thence $N89^{\circ}08'33''E$ 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 $N00^{\circ}51'24''W$, along the West line of said parcel, 401.50 feet to the Northwest corner of said parcel; thence $N89^{\circ}08'33''E$, 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 $N31^{\circ}59'26''W$ 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 $10^{\circ}02'20''$, a chord distance of 363.10 feet, and a chord bearing of $N26^{\circ}58'16''W$) a distance of 363.57 feet to the end of said curve; thence $S69^{\circ}25'46''W$, 700.00 feet; thence $N20^{\circ}34'14''W$, 100.00 feet; thence $S69^{\circ}25'46''W$, 208.37 feet; thence $S89^{\circ}08'33''W$, 566.39 feet; thence $S44^{\circ}08'33''W$, 1022.48 feet; thence $S89^{\circ}08'33''W$, 150.00 feet; thence $N00^{\circ}51'27''W$, 318.85 feet; thence $S89^{\circ}08'33''W$, 40.00 feet; thence $N00^{\circ}51'27''W$, 40.00 feet; thence $S89^{\circ}08'33''W$, 1293.68 feet; thence $N00^{\circ}51'27''W$, 1059.47 feet; thence $S89^{\circ}08'33''W$, 150.00 feet; thence $S00^{\circ}51'27''E$, 438.26 feet; thence $S89^{\circ}08'33''W$, 1552.65 feet; thence $N00^{\circ}35'21''E$, 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 $S89^{\circ}08'33''W$ along the South line of said plat, 2225.96 feet to the Southwest corner of said Plat; thence $N00^{\circ}51'27''W$ 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 $S89^{\circ}08'33''W$ 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 $N00^{\circ}35'22''W$ 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 $N00^{\circ}33'35''W$ 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 $N00^{\circ}31'18''E$ along the West line of said Section 32, 4667.92 feet; thence $N66^{\circ}33'30''E$, 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 $28^{\circ}53'46''$, a chord distance of 1491.15 feet; , and a chord bearing of $N52^{\circ}06'37''E$) a distance of 1507.07 feet to the end of said curve and an intersection with a non-tangent line; thence $N26^{\circ}25'15''W$, along said non-tangent line, 1508.04 feet; thence $N00^{\circ}33'05''W$, 470.00 feet; thence $N45^{\circ}39'16''W$, 1200.05 feet; thence $S89^{\circ}26'55''W$, 150.00 feet; thence $N45^{\circ}51'06''W$, 274.34 feet; thence $N00^{\circ}33'05''W$, 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

EXHIBIT 3

LEGAL DESCRIPTION – SERIES 2023 ASSESSMENT AREA

A PARCEL OF LAND LOCATED IN SECTIONS 19, 20, 21, 22, 27, 28, 29, 30, 32, 33, AND 34, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT K-4, STROM PARK PHASE 5, 6 AND 8, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGE 19, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 – PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 86, BREVARD COUNTY, FLORIDA AND RUN $S73^{\circ}39'27''E$ ALONG THE SOUTH LINE OF STROM PARK PHASE 5, 6 AND 8, A DISTANCE OF 786.63 FEET; THENCE CONTINUE $N75^{\circ}29'01''E$ ALONG THE SOUTH LINE OF PHASE 5, 6 AND 8 AND ALONG THE SOUTH LINE OF STROM PARK PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 2318.89 FEET TO THE SOUTHEAST CORNER OF STROM PARK PHASE 3 AND THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 70220, F.P. 405506 6; THENCE ALONG THE WEST RIGHT-OF-WAY OF INTERSTATE 95 THE FOLLOWING 5 COURSES AND DISTANCES; 1) $S14^{\circ}30'59''E$, A DISTANCE OF 1617.15 FEET; 2) $S75^{\circ}29'01''W$, A DISTANCE OF 200.00 FEET; 3) $S14^{\circ}30'59''E$, A DISTANCE OF 950.00 FEET; 4) $N75^{\circ}29'01''E$, A DISTANCE OF 200.00 FEET; 5) $S14^{\circ}30'59''E$, A DISTANCE OF 1211.29 FEET TO A POINT ON A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5782, PAGE 4499, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THAT PARCEL OF LAND THE FOLLOWING 16 COURSES AND DISTANCES; 1) $S12^{\circ}33'10''E$, A DISTANCE OF 350.21 FEET; 2) $S14^{\circ}31'00''E$, A DISTANCE OF 801.61 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2197.83 FEET, A CENTRAL ANGLE OF $41^{\circ}02'39''$, A CHORD BEARING OF $S06^{\circ}00'19''W$, AND A CHORD LENGTH OF 1540.98 FEET), A DISTANCE OF 1574.43 FEET TO THE END OF SAID CURVE; 3) $S26^{\circ}31'39''W$, A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 1239.92 FEET, A CENTRAL ANGLE OF $41^{\circ}02'38''$, A CHORD BEARING OF $S06^{\circ}00'20''W$, AND A CHORD LENGTH OF 869.35 FEET), A DISTANCE OF 888.22 FEET TO THE END OF SAID CURVE; 5) $S14^{\circ}30'59''E$, A DISTANCE OF 228.00 FEET; 6) THENCE $S30^{\circ}29'00''W$, A DISTANCE OF 16.97 FEET; 7) THENCE $S75^{\circ}29'01''W$, A DISTANCE OF 597.99 FEET; 8) THENCE $S14^{\circ}30'59''E$, A DISTANCE OF 260.00 FEET; 9) THENCE $N75^{\circ}29'00''E$, A DISTANCE OF 478.39 FEET; 10) THENCE $S59^{\circ}30'59''E$, A DISTANCE OF 186.11 FEET; 11) THENCE $S14^{\circ}30'59''E$, A DISTANCE OF 168.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 12) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED

CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1239.92 FEET, A CENTRAL ANGLE OF 34°27'23", A CHORD BEARING OF S31°44'41"E, AND A CHORD LENGTH OF 734.47 FEET), A DISTANCE OF 745.66 FEET TO THE END OF SAID CURVE; 13) THENCE S48°58'22"E, A DISTANCE OF 237.60 FEET; 14) TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2197.83 FEET, A CENTRAL ANGLE OF 43°37'52.68", A CHORD BEARING OF S27°09'26"E, AND A CHORD LENGTH OF 1633.52 FEET), A DISTANCE OF 1673.67 FEET TO A POINT OF COMPOUND CURVATURE; 15) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 22788.32 FEET, A CENTRAL ANGLE OF 3°00'00", A CHORD BEARING OF S03°50'29"E, AND A CHORD LENGTH OF 1193.05 FEET), A DISTANCE OF 1193.19 FEET TO THE END OF SAID CURVE; 16) THENCE S03°51'54"E, A DISTANCE OF 80.03 FEET TO AN INTERSECTION WITH A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2986, PAGE 2002, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THAT PARCEL OF LAND THE FOLLOWING 3 COURSES AND DISTANCES; 1) THENCE S89°21'11"W, A DISTANCE OF 280.81 FEET; 2) THENCE S00°38'50"E, A DISTANCE OF 554.40 FEET; 3) THENCE N78°21'10"E, A DISTANCE OF 303.63 FEET TO AN INTERSECTION WITH THE SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S00°28'45"E ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 328.41 FEET; THENCE CONTINUE ALONG SAID THE SAID WEST RIGHT-OF-WAY LINE S00°03'59"E, A DISTANCE OF 2480.30 FEET; THENCE S89°06'05"W, A DISTANCE OF 3900.01 FEET; THENCE N06°00'32"W, A DISTANCE OF 133.83 FEET; THENCE N14°02'10"E, A DISTANCE OF 136.89 FEET; THENCE N49°23'55"E, A DISTANCE OF 153.04 FEET; THENCE N63°26'06"E, A DISTANCE OF 222.71 FEET; THENCE N39°48'20"E, A DISTANCE OF 259.30 FEET; THENCE N04°23'55"W, A DISTANCE OF 216.43 FEET; THENCE N00°00'00"E, A DISTANCE OF 298.80 FEET; THENCE N45°00'00"W, A DISTANCE OF 187.80 FEET; THENCE S72°53'50"W, A DISTANCE OF 225.78 FEET; THENCE S36°52'12"W, A DISTANCE OF 332.00 FEET; THENCE S57°15'53"W, A DISTANCE OF 29.85 FEET; THENCE S90°00'00"W, A DISTANCE OF 14.00 FEET; THENCE S63°26'06"W, A DISTANCE OF 108.45 FEET; THENCE S59°02'57"W, A DISTANCE OF 141.45 FEET; THENCE S45°00'00"W, A DISTANCE OF 41.42 FEET; THENCE S72°21'00"W, A DISTANCE OF 326.23 FEET; THENCE S84°17'22"W, A DISTANCE OF 333.65 FEET; THENCE N77°00'19"W, A DISTANCE OF 270.14 FEET; THENCE N48°12'50"W, A DISTANCE OF 202.29 FEET; THENCE N43°50'37"W, A DISTANCE OF 322.52 FEET; THENCE N34°30'31"W, A DISTANCE OF 235.42 FEET; THENCE N52°07'30"W, A DISTANCE OF 138.25 FEET; THENCE N78°41'45"W, A DISTANCE OF 123.71 FEET; THENCE N48°21'59"W, A DISTANCE OF 146.00 FEET; THENCE N50°09'55"W, A DISTANCE OF 189.48 FEET; THENCE N47°29'22"W, A DISTANCE OF 197.38 FEET; THENCE N45°00'59"W, A DISTANCE OF 154.37 FEET; THENCE N56°18'36"W, A DISTANCE OF 131.15 FEET; THENCE N24°46'31"W, A DISTANCE OF 173.60 FEET; THENCE N26°33'54"W, A DISTANCE OF 84.41 FEET; THENCE N79°55'08"W, A DISTANCE OF 224.49 FEET; THENCE N58°03'15"W, A DISTANCE OF 263.19 FEET; THENCE N45°33'26"E, A DISTANCE OF 976.33 FEET; THENCE N15°16'48"E, A DISTANCE OF 47.81 FEET TO AN INTERSECTION WITH THE WEST LINE OF A 60 FOOT FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS

BOOK 725, PAGE 563, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N64°13'06"W ALONG THE WEST LINE OF SAID EASEMENT, A DISTANCE OF 10227.74 FEET; THENCE CONTINUE N00°25'50"W ALONG THE WEST LINE OF SAID EASEMENT AND ALONG THE WEST LINE OF A 110 FOOT FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 97, PAGE 646, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, A DISTANCE OF 2882.43 FEET; THENCE CONTINUE N00°25'32"W ALONG THE WEST LINE OF THE SAID 110 FOOT EASEMENT, A DISTANCE OF 5286.36 FEET; THENCE CONTINUE N00°25'32"W ALONG THE WEST LINE OF THE SAID 110 FOOT EASEMENT, A DISTANCE OF 0.67 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 36 EAST; THENCE S89°09'31"E ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 100.30 FEET TO THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 36 EAST; THENCE N89°10'23"E ALONG THE NORTH LINE OF SECTION 20, A DISTANCE OF 221.89 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 46°09'08", A CHORD BEARING OF S26°53'40"E, AND A CHORD LENGTH OF 1164.10 FEET), A DISTANCE OF 1196.18 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2795.00 FEET, A CENTRAL ANGLE OF 36°19'59", A CHORD BEARING OF S68°08'13"E, AND A CHORD LENGTH OF 1742.84 FEET), A DISTANCE OF 1772.39 FEET TO THE END OF SAID CURVE; THENCE S86°18'12"E, A DISTANCE OF 2105.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 1905.00 FEET, A CENTRAL ANGLE OF 44°27'58", A CHORD BEARING OF S64°04'13"E, AND A CHORD LENGTH OF 1441.61 FEET), A DISTANCE OF 1478.43 FEET TO THE END OF SAID CURVE; THENCE S41°50'15"E, A DISTANCE OF 582.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 24°37'30.00", A CHORD BEARING OF S29°31'30"E, AND A CHORD LENGTH OF 831.65 FEET), A DISTANCE OF 838.08 FEET TO THE END OF SAID CURVE; THENCE S17°12'45"E, A DISTANCE OF 958.33 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 1904.00 FEET, A CENTRAL ANGLE OF 32°12'11.52", A CHORD BEARING OF S01°06'39"E, AND A CHORD LENGTH OF 1056.12 FEET), A DISTANCE OF 1070.15 FEET TO THE A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2009.00 FEET, A CENTRAL ANGLE OF 96°13'03.00", A CHORD BEARING OF S33°07'05"E, AND A CHORD LENGTH OF 2991.05 FEET), A DISTANCE OF 3373.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 4679.00 FEET, A CENTRAL ANGLE OF 14°21'28", A CHORD BEARING OF S74°02'52"E, AND A CHORD LENGTH OF 1169.44 FEET), A DISTANCE OF 1172.50 FEET TO A POINT OF

REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2760.00 FEET, A CENTRAL ANGLE OF 25°24'59", A CHORD BEARING OF S79°34'38"E, AND A CHORD LENGTH OF 1214.32 FEET), A DISTANCE OF 1224.33 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N15°16'58"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 407.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 3370.00 FEET, A CENTRAL ANGLE OF 22°32'50", A CHORD BEARING OF N04°00'33"E, AND A CHORD LENGTH OF 1317.64 FEET), A DISTANCE OF 1326.18 FEET TO A POINT OF REVERSE CURVATURE A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2738.35 FEET, A CENTRAL ANGLE OF 7°30'29", A CHORD BEARING OF N03°30'38"W, AND A CHORD LENGTH OF 358.57 FEET), A DISTANCE OF 358.83 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2701.21 FEET, A CENTRAL ANGLE OF 41°18'23", A CHORD BEARING OF N20°24'35"W, AND A CHORD LENGTH OF 1905.49 FEET), A DISTANCE OF 1947.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2077.83 FEET, A CENTRAL ANGLE OF 19°58'50", A CHORD BEARING OF N31°04'22"W, AND A CHORD LENGTH OF 720.93 FEET), A DISTANCE OF 724.59 FEET TO THE END OF SAID CURVE; THENCE N21°04'57"W, A DISTANCE OF 210.25 FEET; THENCE S68°55'03"W, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 – PHASE 2 ACCORDING THO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 - PHASE 2 AND THE EAST LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 – PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA THE FOLLOWING 5 COURSES AND DISTANCES; 1) N21°04'57"W, A DISTANCE OF 275.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2340.00 FEET, A CENTRAL ANGLE OF 37°25'29", A CHORD BEARING OF N02°22'12"W, AND A CHORD LENGTH OF 1501.43 FEET), A DISTANCE OF 1528.46 FEET TO THE END OF SAID CURVE; 3) THENCE N16°20'33"E, A DISTANCE OF 1232.31 FEET TO THE POINT OF BEGINNING. CONTAINING 3035.70 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING TWENTY-TWO (22) DESCRIBED PARCELS:

PARCEL 1

LOT 2, BLOCK A OF THE PLAT OF LAKE ANDREW DRIVE, SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PHASE 1 PER PLAT BOOK 68, PAGE 43, CONTAINING 16.90 ACRES, MORE OR LESS.

PARCEL 2

PART OF LOT 1, BLOCK A, LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK A OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 AND RUN WESTERLY, ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4175.00 FEET, A CENTRAL ANGLE OF 2°47'00", A CHORD BEARING OF N78°00'49"W AND A CHORD LENGTH OF 202.79 FEET), A DISTANCE OF 202.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVED SOUTH RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4175.00 FEET, A CENTRAL ANGLE OF 2°35'48", A CHORD BEARING OF N80°42'13"W AND A CHORD LENGTH OF 189.20 FEET), A DISTANCE OF 189.22 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND 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 82°42'55", A CHORD BEARING OF S56°38'25"W AND A CHORD LENGTH OF 33.04 FEET), A DISTANCE OF 36.09 FEET TO THE END OF SAID CURVE AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1; THENCE S15°16'58"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 363.99 FEET; THENCE S77°50'41"E, A DISTANCE OF 70.10 FEET, THENCE N15°16'58"E TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3853.00 FEET, A CENTRAL ANGLE OF 2°05'38", A CHORD BEARING OF S80°50'42"E AND A CHORD LENGTH OF 140.80 FEET), A DISTANCE OF 140.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N15°16'58"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 323.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1.66 ACRES, MORE OR LESS.

PARCEL 3

THOSE PORTIONS OF THE PUBLIC RIGHTS-OF-WAY OF LAKE ANDREW DRIVE AND PINEDA BOULEVARD AND AKARAD DRIVE AS SHOWN ON PLAT OF LAKE ANDREW DRIVE, SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, LOCATED WITHIN THE LIMITS OF VILLAGE 2 CONTAINING 11.66 ACRES, MORE OR LESS.

PARCEL 4

LAKE ANDREW DRIVE – SEGMENT F PER ROAD PLAT BOOK 5, PAGE 45, BREVARD COUNTY, FLORIDA, CONTAINING 4.95 ACRES, MORE OR LESS.

PARCEL 5

TRACT C PER THE PLAT OF LAKE ANDREW DRIVE – SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, CONTAINING 0.04 ACRES, MORE OR LESS.

PARCEL 6

TRACTS A AND D PER THE PLAT OF LAKE ANDREW DRIVE – SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, CONTAINING 0.54 ACRES, MORE OR LESS.

PARCEL 7

TRACT B PER THE PLAT OF LAKE ANDREW DRIVE – SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, CONTAINING 7.54 ACRES, MORE OR LESS.

PARCEL 8

STADIUM PARKWAY – SEGMENT E PER PLAT BOOK 5, PAGE 46, BREVARD COUNTY, FLORIDA, CONTAINING 21.12 ACRES, MORE OR LESS.

PARCEL 9

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 8663, PAGE 2692, BREVARD COUNTY, FLORIDA LYING SOUTH OF THE SOUTH LINE OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, CONTAINING 1.42 ACRES, MORE OR LESS.

PARCEL 10

LOT 1, BLOCK A OF THE PLAT OF VILLAGE 2 CENTER, PER PLAT BOOK 73, PAGE 77, BREVARD COUNTY, FLORIDA, CONTAINING 2.00 ACRES, MORE OR LESS.

PARCEL 11

ALL LANDS PLATTED WITHIN ARIPEKA AT VIERA, PHASE 1 PER PLAT BOOK 70, PAGE 51, BREVARD COUNTY, FLORIDA, CONTAINING 72.91 ACRES, MORE OR LESS.

PARCEL 12

ALL LANDS PLATTED WITHIN ARIPEKA AT VIERA, PHASE 2 PER PLAT BOOK 71, PAGE 40, BREVARD COUNTY, FLORIDA, CONTAINING 41.73 ACRES, MORE OR LESS.

PARCEL 13

ALL LANDS PLATTED WITHIN ARIPEKA AT VIERA, PHASES 3 AND 4 PER PLAT BOOK 72, PAGE 69, BREVARD COUNTY, FLORIDA, CONTAINING 38.48 ACRES, MORE OR LESS.

PARCEL 14

ALL LANDS PLATTED WITHIN THE PLAT OF VILLAGE 2, NEIGHBORHOOD 2 PER PLAT BOOK 73, PAGE 70, BREVARD COUNTY, FLORIDA, CONTAINING 18.59 ACRES, MORE OR LESS.

PARCEL 15

BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 BLOCK B, LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN N82°34'30"E, A DISTANCE OF 152.11 FEET TO A NON-TANGENT INTERSECTION WITH THE CURVED EASTERLY RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVED EASTERLY RIGHT-OF-WAY LINE (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 3335.00 FEET, A CENTRAL ANGLE OF 06°35'23", A CHORD BEARING OF N01°22'42"W, AND A CHORD LENGTH OF 383.35 FEET), A DISTANCE OF 383.56 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVED EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 3335.00 FEET, A CENTRAL ANGLE OF 02°35'29", A CHORD BEARING OF N05°58'08"W, AND A CHORD LENGTH OF 150.83 FEET), A DISTANCE OF 150.84 FEET TO A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE

TO THE EAST, AND HAVING A RADIUS OF 2773.35 FEET, A CENTRAL ANGLE OF 07°30'29", A CHORD BEARING OF N03°30'38"W, AND A CHORD LENGTH OF 363.16 FEET), A DISTANCE OF 363.42 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2666.21 FEET, A CENTRAL ANGLE OF 09°02'00", A CHORD BEARING OF N04°16'24"W, AND A CHORD LENGTH OF 419.92 FEET), A DISTANCE OF 420.35 FEET TO A POINT OF REVERSE CURVATURE; 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 89°13'01", A CHORD BEARING OF N35°49'07"E, AND A CHORD LENGTH OF 35.11 FEET), A DISTANCE OF 38.93 FEET TO THE END OF SAID CURVE; THENCE N80°25'37"E, A DISTANCE OF 193.12 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 450.00 FEET, A CENTRAL ANGLE OF 23°05'52", A CHORD BEARING OF N68°52'41"E, AND A CHORD LENGTH OF 180.18 FEET), A DISTANCE OF 181.41 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S32°40'14"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 65.27 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 70.00 FEET, A CENTRAL ANGLE OF 58°34'44", A CHORD BEARING OF S61°57'37"E, AND A CHORD LENGTH OF 68.49 FEET), A DISTANCE OF 71.57 FEET TO THE END OF SAID CURVE; THENCE N88°45'01"E, A DISTANCE OF 423.84 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 07°04'28", A CHORD BEARING OF S12°48'33"E, AND A CHORD LENGTH OF 67.87 FEET), A DISTANCE OF 67.91 FEET TO THE END OF SAID CURVE; THENCE S09°16'19"E, A DISTANCE OF 97.88 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 300.00 FEET, A CENTRAL ANGLE OF 43°27'47", A CHORD BEARING OF S12°27'34"W, AND A CHORD LENGTH OF 222.15 FEET), A DISTANCE OF 227.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 37°21'36", A CHORD BEARING OF S15°30'40"W, AND A CHORD LENGTH OF 608.54 FEET), A DISTANCE OF 619.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 01°27'12", A CHORD BEARING OF S02°26'32"E, AND A CHORD LENGTH OF 11.41 FEET), A DISTANCE OF 11.41 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHWEST; THENCE S89°52'41"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 57.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23°29'23", A CHORD BEARING OF N78°22'37"W, AND A CHORD LENGTH OF 122.13 FEET), A DISTANCE OF 122.99 FEET TO A POINT OF REVERSE

CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 45°12'55", A CHORD BEARING OF N89°14'23"W, AND A CHORD LENGTH OF 230.65 FEET), A DISTANCE OF 236.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°43'31", A CHORD BEARING OF S79°00'56"W, AND A CHORD LENGTH OF 150.76 FEET), A DISTANCE OF 151.67 FEET TO THE END OF SAID CURVE; THENCE S89°52'41"W, A DISTANCE OF 94.48 FEET; TO THE POINT OF BEGINNING. CONTAINING 17.61 ACRES, MORE OR LESS.

PARCEL 16

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF PANGEA PARK – PHASES 1 AND 2, PER PLAT BOOK 70, PAGE 58, BREVARD COUNTY, FLORIDA, CONTAINING 149.63 ACRES, MORE OR LESS.

PARCEL 17

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF PANGEA PARK – PHASES 3 AND 4, PER PLAT BOOK 73, PAGE 37 BREVARD COUNTY, FLORIDA, CONTAINING 141.84 ACRES, MORE OF LESS.

PARCEL 18

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36, EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1) THENCE S48°53'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 150.20 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
- 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°41'58", A CHORD BEARING OF N87°59'16"W AND A CHORD LENGTH OF 34.64 FEET), A DISTANCE OF 38.27 FEET TO THE END OF SAID CURVE;
- 3) THENCE S48°09'45"W A DISTANCE OF 1163.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
- 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1625.00 FEET, A CENTRAL ANGLE OF 31°44'52", A CHORD BEARING OF S32°17'20"W AND A CHORD LENGTH OF 888.94 FEET), A DISTANCE OF 900.42 FEET TO THE SOUTH LINE OF THE

TWO-MILE CANAL, A 100 FOOT PUBLIC DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 9383, PAGE 481 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND A INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S89°04'28"E ALONG SAID SOUTH LINE AND NON-TANGENT LINE A DISTANCE OF 65.88 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 87°15'52", A CHORD BEARING OF S64°09'43"E, AND A CHORD LENGTH OF 248.41 FEET), A DISTANCE OF 274.15 FEET TO THE END OF SAID CURVE; THENCE N72°12'21"E, A DISTANCE OF 89.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 432.00 FEET, A CENTRAL ANGLE OF 45°31'09", A CHORD BEARING OF S85°02'04"E, AND A CHORD LENGTH OF 334.25 FEET), A DISTANCE OF 343.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 556.00 FEET, A CENTRAL ANGLE OF 39°49'38", A CHORD BEARING OF S82°11'19"E, AND A CHORD LENGTH OF 378.75 FEET), A DISTANCE OF 386.48 FEET TO THE END OF SAID CURVE; THENCE N77°53'52"E, A DISTANCE OF 87.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1370.00 FEET, A CENTRAL ANGLE OF 29°24'46", A CHORD BEARING OF S87°23'45"E, AND A CHORD LENGTH OF 695.59 FEET), A DISTANCE OF 703.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 121°02'09", A CHORD BEARING OF N46°47'34"E, AND A CHORD LENGTH OF 208.92 FEET), A DISTANCE OF 253.50 FEET TO THE SOUTH LINE OF SAID TWO-MILE CANAL AND A INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S89°05'29"E ALONG SAID SOUTH LINE AND NON-TANGENT LINE, A DISTANCE OF 68.63 FEET; THENCE N17°12'45"W, A DISTANCE OF 800.63 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 1985.00 FEET, A CENTRAL ANGLE OF 26°55'32", A CHORD BEARING OF N30°40'31"W, AND A CHORD LENGTH OF 924.27 FEET) A DISTANCE OF 932.83 FEET TO THE POINT OF BEGINNING. CONTAINING 49.31 ACRES MORE OR LESS.

PARCEL 19

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF LAURASIA PHASE 1 REPLAT PER PLAT BOOK 74, PAGE 1, BREVARD COUNTY, FLORIDA, CONTAINING 105.77 ACRES, MORE OR LESS.

PARCEL 20

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF DEL WEBB AT VIERA – PHASE 1 PER PLAT BOOK 71, PAGE 1, BREVARD COUNTY, FLORIDA, CONTAINING 35.66 ACRES, MORE OR LESS.

PARCEL 21

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF DEL WEBB AT VIERA – PHASE 2 PER PLAT BOOK 72, PAGE 1, BREVARD COUNTY, FLORIDA, CONTAINING 133.34 ACRES, MORE OR LESS.

PARCEL 22

ALL TRACTS AND THE FOLLOWING LOTS: LOTS 1-16, BLOCK N, LOTS 1-7, BLOCK O, LOTS 1-22, BLOCK P AND LOTS 1-6, BLOCK R AS PLATTED WITHIN THE LIMITS OF THE PLAT OF DEL WEBB AT VIERA – PHASE 3 PER PLAT BOOK 72, PAGE 93, BREVARD COUNTY, FLORIDA, CONTAINING 33.59 ACRES, MORE OR LESS.

OVERALL AREA CONTAINING 2,129.41 ACRES, MORE OR LESS.

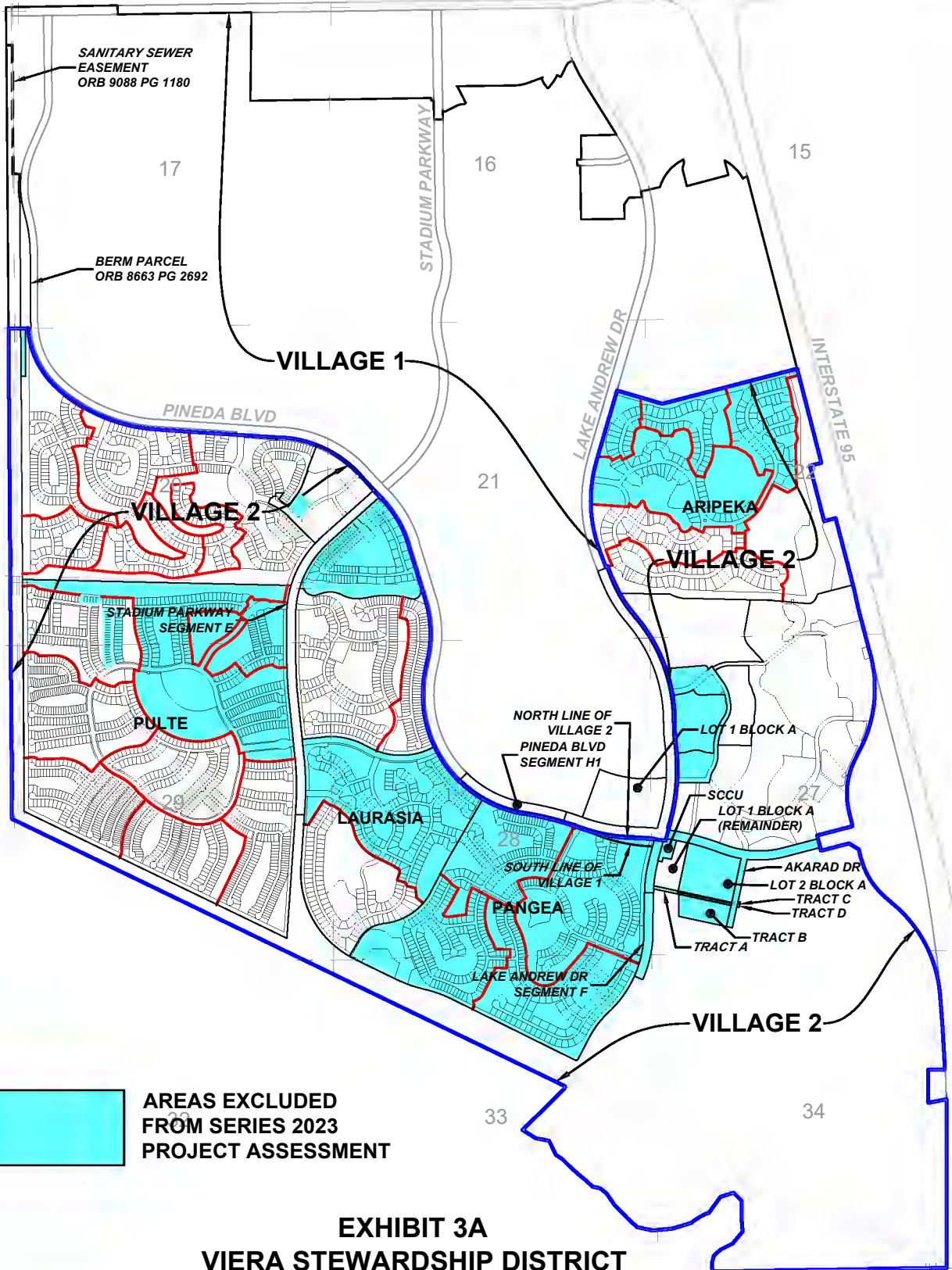


EXHIBIT 3A
VIERA STEWARDSHIP DISTRICT
VILLAGE 2 - SERIES 2023 PROJECT
EXHIBIT TO SHOW 2023
ASSESSMENT AREA

NOTE: GRAPHIC DEPICTION IS APPROXIMATE AND FOR REFERENCE ONLY. SEE SPECIFIC LEGAL DESCRIPTIONS AND DEEDS FOR EXACT PARCEL LIMITS

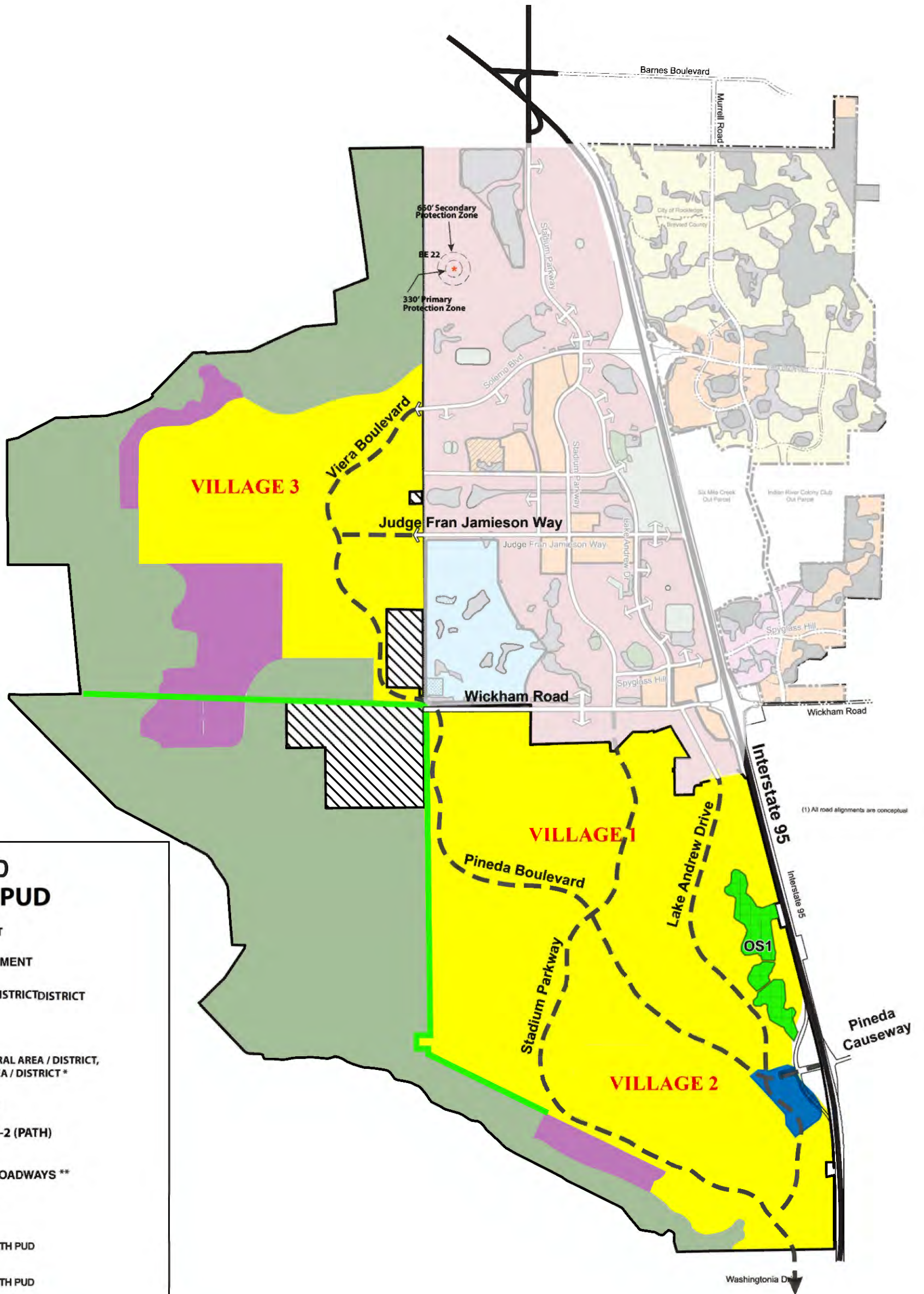
REVISED 6/8/2023



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: 6/8/23
 DESIGN/DRAWN: HAK/WFV
 DRAWING# 1119810_200_001
 PROJECT# 11198.10
 SHEET 1 OF 3

H:\Projects\Folder\11198.10\Drawings\1119810_200_001.dwg June 8, 2023 4:12:58 PM WW



LEGEND West Viera PUD

- VILLAGE DISTRICT
- RURAL DEVELOPMENT
- INTERCHANGE DISTRICT
- OUTPARCEL
- AGRICULTURAL, RURAL AREA / DISTRICT, CONSERVATION AREA / DISTRICT *
- OPEN SPACE: OS-1
- OPEN SPACE: OS-2 (PATH)
- ROADWAYS
- CONCEPTUAL ROADWAYS **
- AREA NOT IN PUD
- VIERA EAST — NORTH PUD
- VIERA EAST — SOUTH PUD
- HERITAGE ISLE PUD
- VIERA CENTRAL PUD

* Rural Area and Conservation Area shall transition to Rural District and Conservation District respectively as provided in the DRI Development Order and the Staging Plan attached thereto.

** Conceptual Roadways depicted on this map shall be constructed as either a 2 or 4 lane boulevard as described in the West Viera PUD Alternative Development Standards.

The location of conceptual roadways shown on this plan reflects the planned points of connection to existing and proposed roadways (i.e. Pineda Interchange, Stadium Parkway, Viera Boulevard, Lake Andrew Drive) and the general alignment of arterial roadways through the project. The preliminary alignments depicted shall not vary more than 1500 feet without approval from Brevard County by a minor PUD Amendment.

* The final configuration of the protection zones will be a result of permitting with the FFWCC and/or the USFWS, if needed. Nest location is approximate and subject to surveys/locations at time of development.

EXHIBIT 4 Land Use Map



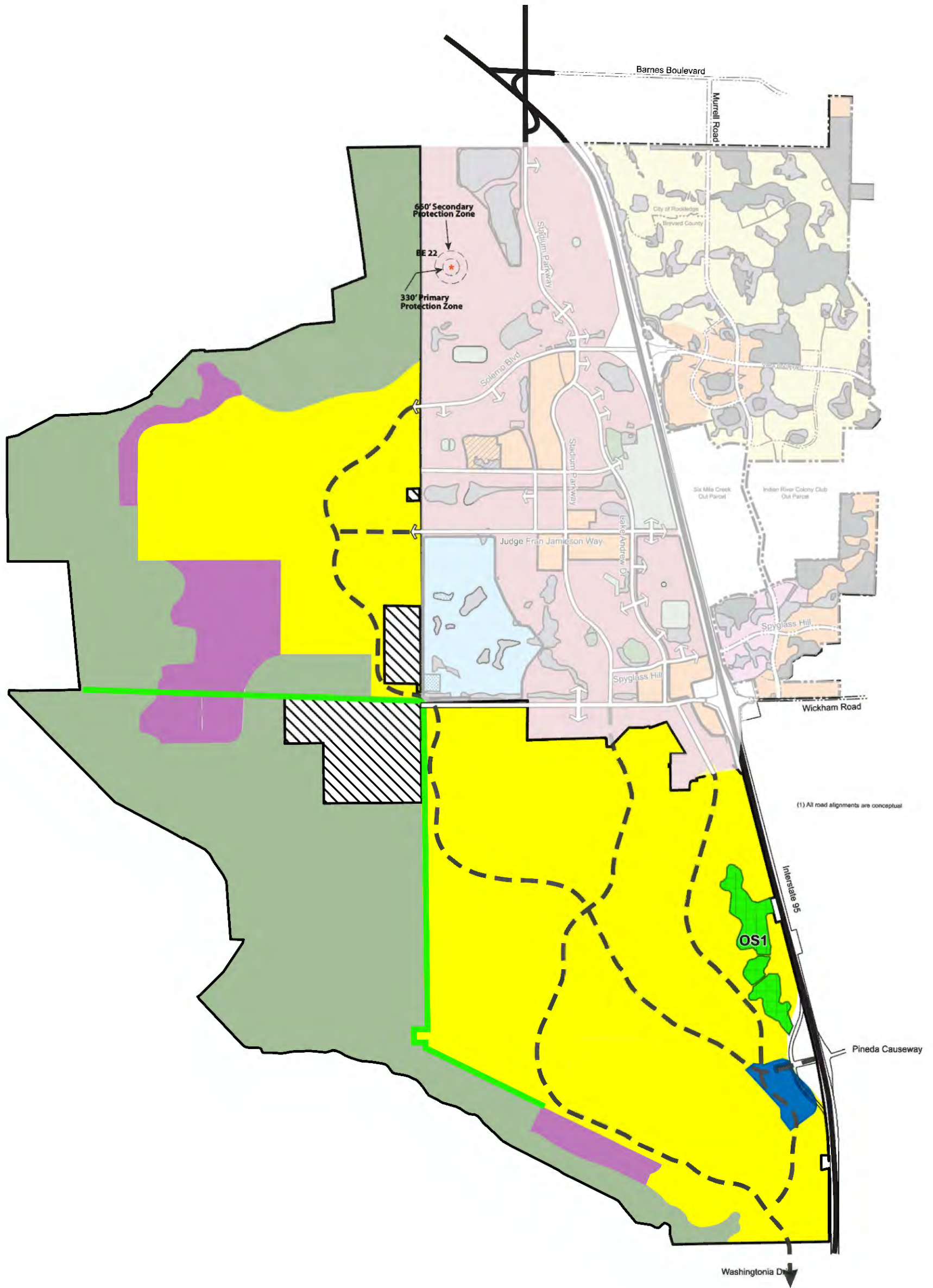
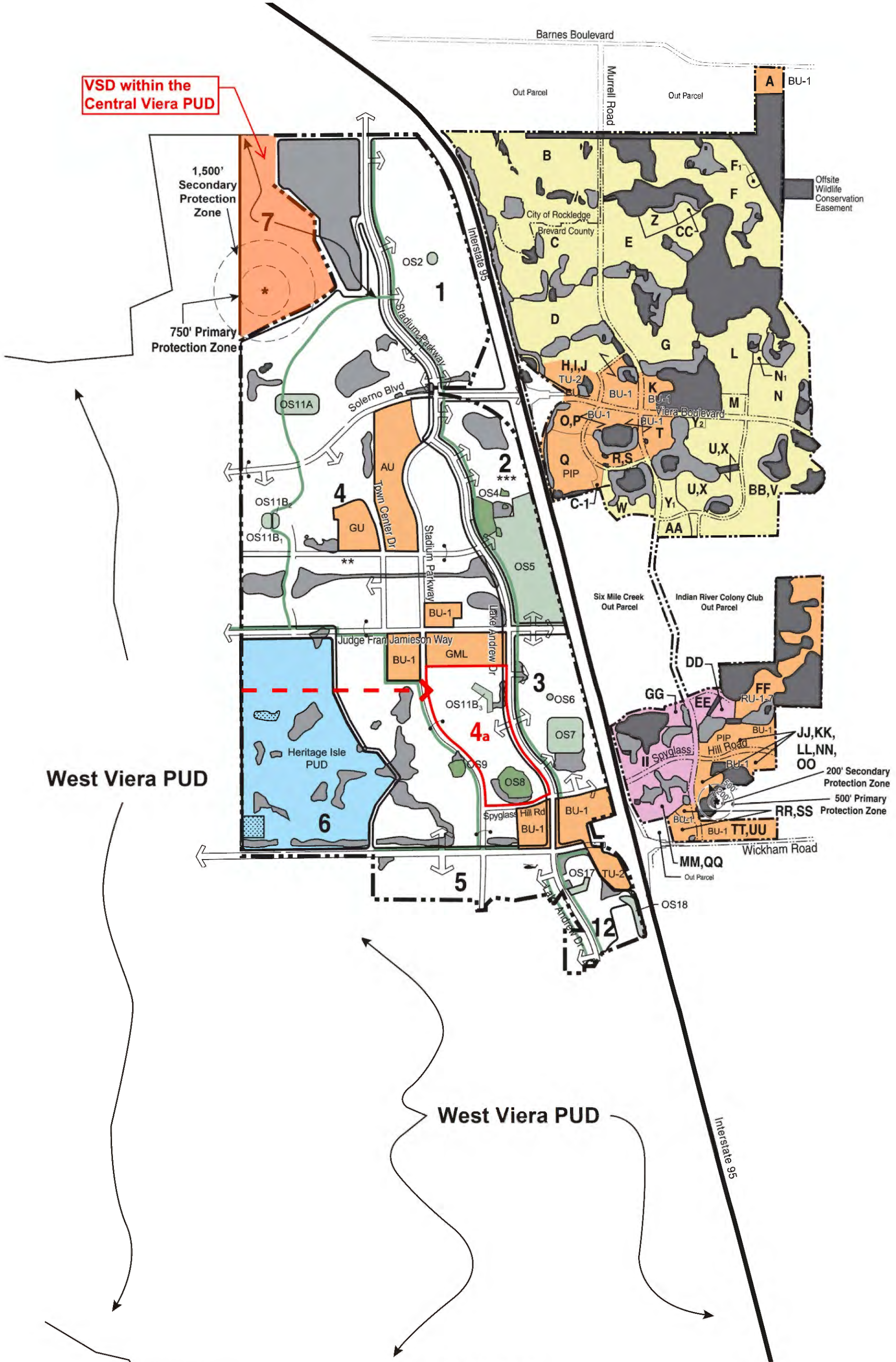


EXHIBIT 5

**West Viera PUD
Zoning Map**





VSD within the Central Viera PUD

West Viera PUD

West Viera PUD

EXHIBIT 5

**Central Viera PUD
Zoning Map**



EXHIBIT 6

	SEGMENT	TOTAL COST
Pineda Boulevard	E	\$ 1,586,805.00
Pineda Boulevard	F	\$ 4,434,895.00
Pineda Boulevard	G / H	\$ 8,364,311.00
Stadium Parkway	E	\$ 8,105,531.00
<i>Subtotal</i>		\$ 22,491,542.00
Village Two Park & Trail - North		\$ 4,500,000.00
<i>Subtotal</i>		\$ 4,500,000.00
Total - Series 2023 Project		\$ 26,991,542.00



Viera Stewardship District
 Master Roadway Infrastructure To Be Funded
EXHIBIT 7



01232020 - ABBOTT

**VIERA
STEWARDSHIP DISTRICT**

11

VIERA STEWARDSHIP DISTRICT

Second Supplemental Assessment Methodology Report

June 13, 2023



Provided by:

Wrathell, Hunt and Associates, LLC

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1.0 Introduction

The Viera Stewardship District (the “District”) is a +/- 13,441.6-acre special district located in unincorporated Brevard County, Florida. The District was established by Chapter 2006-360, Laws of Florida, which was amended by Chapter 2009-249, Laws of Florida, to amend the boundaries of the District (Chapters 2006-360 and 2009-249 together the “Act”).

The District is divided into the Village District, the Rural Development District, the Interchange District, the Rural Area/District and the Conservation Area/District. The Village District is further divided into three villages, with Village 1 comprised of approximately 2,151.35 +/- acres and being mostly built-out, Village 2 (as described in the Village 2 Sketch Plan approved by Brevard County on October 18, 2018) comprised of approximately 3,035.70 ± acres and being partially developed, and Village 3 comprised of approximately 2,000 +/- acres and being undeveloped.

This Second Supplemental Assessment Methodology Report (the “Second Supplemental Report”) focuses on certain improvements within Village 2, which is located south of Pineda Boulevard, east of Lake Andrew and west of I-95 and encompasses the Interchange District, as identified within the Viera Development of Regional Impact.

The improvements planned for Village 2 and Village 3 (the “Capital Improvement Plan”) are described in the Master Engineer’s Report for Capital Improvements dated March 31, 2020 (the “Master Engineer’s Report”), prepared by B.S.E. Consultants, Inc. (the “District Engineer”). The Master Engineer’s Report is supplemented by the Supplemental Engineer’s Report (Village 2 - Series 2021 Project) dated October 28, 2021 (the “2021 Supplemental Engineer’s Report”) and the Supplemental Engineer’s Report (Village 2 - Series 2023 Project) dated May 25, 2023 (the “2023 Supplemental Engineer’s Report”), both prepared by the District Engineer. The 2023 Supplemental Engineer’s Report describes a certain portion of the Village 2 Master Infrastructure Improvements, as defined in the Master Engineer’s Report, projected to be funded in part with proceeds of bonds issued by the District in 2023 (the “Series 2023 Bonds,” and the project financed thereby, the “Series 2023 Project”), the construction of which has already commenced/will commence for the benefit of a portion of land within Village 2 as described in **Exhibit A** (the “2023 Assessment Area”).

1.1 Purpose

This Second Supplemental Report was developed to supplement the Master Assessment Methodology Report (the “Master Report”) dated March 31, 2020 and the Final First Supplemental Assessment Methodology Report (the “First Supplemental Report”) dated

November 10, 2021, and to provide a supplemental financing plan and a supplemental apportionment methodology related to the District's issuance of its Series 2023 Bonds to fund a portion of the costs of the acquisition and construction of the Series 2023 Project.

This Second Supplemental Report allocates the debt associated with funding such portion of the Series 2023 Project based on the special benefits received from said project. Please note that as further components of the Capital Improvement Plan are planned and implemented, future supplemental reports will be drafted to supplement this Second Supplemental Report, the First Supplemental Report, and the Master Report.

This Second Supplemental Report is designed to conform to the requirements of Chapter 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents the projections for financing the costs of the Series 2023 Project as described in the 2023 Supplemental Engineer's Report and describes the method for the allocation of special benefits and the apportionment of special assessments resulting from the provision and funding of the Series 2023 Project.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the Series 2023 Project create special benefits and peculiar benefits, different in kind and degree than general benefits for properties within the 2023 Assessment Area, as well as general benefits to the areas outside of the 2023 Assessment Area, and to the public at large. However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to peculiar property within the 2023 Assessment Area, as the improvements comprising the Series 2023 Project enable properties within the 2023 Assessment Area to be developed.

There is no doubt that the general public and property owners outside of the 2023 Assessment Area and outside of the District will benefit from the provision of the Series 2023 Project. However, these benefits are only incidental since the Series 2023 Project is designed to provide special benefits peculiar to the 2023

Assessment Area, including but not limited to allowing the development of property therein. Properties within the 2023 Assessment Area are directly served by the Series 2023 Project and depend upon the improvements comprising the Series 2023 Project to satisfy the requirements of their development entitlements. This fact alone clearly demonstrates the special benefits received by the 2023 Assessment Area.

The Series 2023 Project will provide a portion of the public infrastructure improvements necessary to make the lands within the 2023 Assessment Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the 2023 Assessment Area to increase by more than the sum of the financed costs of the individual components of the Series 2023 Project. Even though the exact value of the special benefits provided by the Series 2023 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) First, the property assessed must derive a special benefit from the improvement/service provided.
- 2) Second, the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits received by the property within the 2023 Assessment Area are greater than the costs associated with providing these benefits. As set forth in the Master Engineer's Report, the District Engineer estimates that the District's Village 2 Master Infrastructure Improvements that are necessary to support full development of property within Village 2 will have a total cost of approximately \$84,305,120. As set forth in the 2023 Supplemental Engineer's Report, the District Engineer estimates the portion of the Village 2 Master Infrastructure Improvements comprising the Series 2023 Project will have a total cost of \$26,991,542.

The author of this Second Supplemental Report reasonably believes that even though the exact value of the special benefits provided by the Series 2023 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same, including financing costs, as without the Series 2023 Project, the property within the 2023 Assessment Area would not be able to be fully developed and occupied by future residents of the community.

1.6 Organization of the Second Supplemental Report

Section Two describes the development program for Village 2 as proposed by the Developer, as defined in *Section 2* below.

Section Three provides a summary of the Village 2 Master Infrastructure Improvements as set forth in the Master Engineer's Report and of the Series 2023 Project as set forth in the 2023 Supplemental Engineer's Report.

Section Four sets forth the supplemental financing program for the District.

Section Five sets out the supplemental special assessment methodology for the District as applied to the 2023 Assessments, as defined herein.

2.0 Development Program

2.1 Overview

The District serves the Viera Community which is a mixed-use, master planned development located in Brevard County, Florida. The District is generally located west of I-95 and east of the St. Johns River.

2.2 The Development Program

Land development in the District is expected to continue by The Viera Company and its affiliates (the "Developer"), along with third party developers acquiring property from the Developer. As stated in *Section 1.0*, Village 1 is approximately 90% built-out, development is on-going within Village 2, and no development has taken place within Village 3.

Based upon the current preliminary information provided by the Developer, the current development plan for the land within Village 2 envisions a total of 4,200 single-family detached (SFD) residential dwelling units, 500 single-family attached (SFA) residential dwelling units, 800 multi-family (MF) residential dwelling units, 289 beds of assisted living facilities (ALF), 250 hotel rooms, 600,000 square feet of retail, 460,000 square feet of office and 200,000 square feet of light industrial uses, although land use types and unit numbers may change throughout the development period. *Table 1* in the *Appendix* illustrates the current proposed development plan for Village 2.

3.0 Village 2 Master Infrastructure Improvements

3.1 Overview

The Capital Improvement Plan described in the Master Engineer’s Report includes (1) public infrastructure improvements which provide public infrastructure serving all lands and all land uses projected to be developed within Village 2 (the “Village 2 Master Infrastructure Improvements”), a portion of which have already been funded with proceeds of the District’s Special Assessment Revenue Bonds, Series 2021 (Village 2 - Series 2021 Project) in the principal amount of \$23,865,000 (the “2021 Bonds”) and another portion of which are anticipated to be funded with the Series 2023 Bonds, defined herein; (2) certain public infrastructure improvements constructed within individual single-family (“SF”) subdivisions to provide basic infrastructure for the lots located within those subdivisions within Village 2 (the “Village 2 Neighborhood Infrastructure Improvements”), which may be funded in whole or in part with future bonds issued by the District and/or privately funded; (3) public infrastructure improvements which provide public infrastructure serving all lands and all land uses projected to be developed within Village 3 (the “Village 3 Master Infrastructure Improvements”), which may be funded in whole or in part with future bonds issued by the District and/or privately funded; and (4) public infrastructure improvements constructed within individual SF subdivisions to provide basic infrastructure for the lots located within those subdivisions within Village 3 (the “Village 3 Neighborhood Infrastructure Improvements”), which may be funded in whole or in part with future bonds issued by the District and/or privately funded. Please note that this Second Supplemental Report addresses solely the portion of the Village 2 Master Infrastructure Improvements comprising the Series 2023 Project.

3.2 Village 2 Master Infrastructure Improvements

The District's Village 2 Master Infrastructure Improvements include (1) major roadway (including sidewalks, traffic signals, signage, pavement markings) and right-of-way (ROW)-related storm water management and utility (including potable water, waste water and reuse) improvements, (2) community parks and trails, and (3) waste water lift stations and are designed to provide public infrastructure serving all lands and all land uses projected to be developed within Village 2.

The Village 2 Master Infrastructure Improvements are planned, designed, and will be permitted to function as one interrelated and integrated system of improvements benefiting all of the lands to be developed within Village 2. Components of the Village 2 Master Infrastructure Improvements are described in more detail in the Master Engineer's Report and are necessary to develop all units anticipated within Village 2. The Master Engineer's Report provides cost estimates for the Village 2 Master Infrastructure Improvements at approximately \$84,305,120.

Table 2 in the *Appendix* set out the components of the Village 2 Master Infrastructure Improvements as outlined by the District Engineer in the Master Engineer's Report.

3.3 Series 2023 Project Improvements

The District's Series 2023 Project is a portion of the Village 2 Master Infrastructure Improvements and includes (1) major roadway improvements (including sidewalks and associated drainage, pavement marking and signage improvements) and right-of-way (ROW)-related storm water management, (2) potable water facilities, (3) waste water and reuse water facilities, (4) community park/trail improvements, all of which when completed will serve all lands and all land uses projected to be developed within the 2023 Assessment Area.

The Series 2023 Project is planned, designed, and will be permitted to function in conjunction with currently existing as well as future components of the Village 2 Master Infrastructure Improvements as one interrelated and integrated system of improvements benefiting all of the lands to be developed within Village 2. As described herein, the Series 2023 Project provides special benefits to the lands within the 2023 Assessment Area. Components of the Series 2023 Project are described in more detail in the 2023 Supplemental Engineer's Report and are necessary to develop the units anticipated within the

2023 Assessment Area. The 2023 Supplemental Engineer's Report provides cost estimates for the Series 2023 Project at approximately \$26,991,542.

Table 3 in the *Appendix* set out the components of the Series 2023 Project as outlined by the District Engineer in the 2023 Supplemental Engineer's Report.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of financing the Series 2023 Project which will facilitate the development of initial units anticipated within the 2023 Assessment Area. Generally, construction of public infrastructure improvements is either constructed and financed directly by the District or funded by the Developer and then acquired by the District, depending on several factors. The District may also fund or partially fund public infrastructure improvements to be constructed or conveyed to Brevard County and other governmental units to satisfy certain infrastructure requirements of the District.

The District intends to issue its Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) in the principal amount of \$25,715,000¹ to fund a portion of the costs of the Series 2023 Project in the approximate amount of \$22,208,641. Additional public infrastructure improvements in the approximate amount of \$4,782,901 are projected to be contributed to the District at no cost under a Completion Agreement between the Developer and the District and used as a contribution in lieu of assessments applied to the non-residential and M/F units as further shown in Table 6.

4.2 Types of Bonds Proposed

The District intends to issue the Series 2023 Bonds in the principal amount of \$25,715,000 to finance an approximately \$22,208,641 in Series 2023 Project costs. The Series 2023 Bonds are be structured to be amortized in 30 annual installments following an approximately 16-month capitalized interest period. Interest payments on the 2023 Bonds will be made every May 1 and November 1, and principal payments on the Series 2023 Bonds will be made every May 1.

¹ Amounts listed herein are preliminary and subject to change based on final bond sizing.

The difference between the principal amount of Series 2023 Bonds and the cost of the financed portion of the Series 2023 Project is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2023 Bonds are presented in Table 4 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2023 Bonds provides the District with a portion of the funds necessary to carry out the Series 2023 Project as described in more detail in the 2023 Supplemental Engineer's Report. The Series 2023 Project provides special and general benefits, with special benefits accruing to the assessable properties within the 2023 Assessment Area and general benefits accruing to other areas within and outside of the District, which are only incidental in nature. The debt incurred in financing the Series 2023 Project will be paid off by assessing properties that derive special benefits from the Series 2023 Project (the "Series 2023 Assessments"). All properties that receive special benefits from the Series 2023 Project will be assessed for their fair share, as determined by this Second Supplemental Report, of the debt issued in order to finance the Series 2023 Project.

5.2 Benefit Allocation

The current development plan anticipates the development of approximately 4,200 SFD units, 500 SFA units, 800 MF units, 289 ALF beds, 250 hotel rooms, 600,000 square feet of retail, 460,000 square feet of office and 200,000 square feet of light industrial uses, although unit numbers and land use types may change throughout the development period.

As indicated in *Section 3.3*, the Series 2023 Project is planned, designed, and will be permitted to function in conjunction with the already existing as well as future components of the Village 2 Master Infrastructure Improvements as one interrelated and integrated system of improvements benefiting all of the lands to be developed within Village 2, and the Series 2023 Project provides special benefits to the lands within the 2023 Assessment Area. Components of the Series 2023 Project are described in more detail in the 2023 Supplemental Engineer's Report and are necessary to develop the initial units anticipated within the 2023 Assessment Area.

The public infrastructure improvements comprising the Series 2023 Project have a logical connection to the special benefits received by property within the 2023 Assessment Area, as without such public infrastructure improvements, the development of the property within the 2023 Assessment Area would not be possible. Based upon the logical connection between the Series 2023 Project and the special benefits to the property within the 2023 Assessment Area, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem special assessments to the property receiving such special benefits. Even though these special benefits are real and ascertainable (for example added use of the property, added enjoyment of the property, decreased insurance premiums, development of the property and increased marketability and value of the property), the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, the special benefit derived from the public infrastructure improvements on the particular property exceeds the cost that the property will be paying for such special benefits. In the event that developable lands that derive special benefit from the Series 2023 Project are added to the District boundaries, the special assessments will be allocated to such lands pursuant to the methodology described herein.

The benefit associated with construction or acquisition of the Series 2023 Project is proposed to be allocated in accordance with the method presented in the Master Report, that is allocated to the different land uses within the 2023 Assessment Area in proportion to their intensity of use of the improvements comprising the Series 2023 Project as measured by standard units called an Equivalent Residential Unit ("ERU"). *Table 5* in the *Appendix* illustrates the different values of the ERUs that were proposed to be assigned to the various land uses contemplated to be developed within Village 2 in the Master Report.

The rationale behind different ERU weights is that generally and on average, smaller, more densely developed, and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the Series 2023 Project less than larger units, less densely developed areas, and more intensely economically utilized land uses. For instance, generally and on average smaller units, more densely developed, and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units, less densely developed, and more intensely economically utilized land uses. Additionally, the value of larger units, less densely developed, and more intensely economically utilized land uses is likely to appreciate more in terms

of dollars than that of the smaller units, more densely developed, and less intensely economically utilized land uses as a result of the implementation of the Series 2023 Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Series 2023 Project.

In order to facilitate the marketing of the residential and non-residential units within Village 2, the Developer requested that the District limit the amounts of annual assessments for debt service on the Series 2023 Bonds to certain predetermined levels for the single family detached (SFD) and single family attached (SFA) residential units and eliminate annual assessments for debt service on the Series 2023 Bonds for all other land uses proposed to be developed within Village 2. *Table 6* in the *Appendix* presents the apportionment of the Village 2 Master Infrastructure Improvements Master Assessments (please see *Table 5A* of the Master Report for definition and description) to all land uses proposed to be developed within Village 2 based on the ERU benefit allocation factors present in *Table 5* in the *Appendix*. Further, *Table 6* illustrates the approximate amounts of the Village 2 Master Infrastructure Improvements Master Assessments that are projected to be contributed by the Developer, and the amounts of the Village 2 Master Infrastructure Improvements Master Assessments that are projected to be funded with any bonds, either the Series 2021 Bonds, Series 2023 Bonds or bonds that may be issued in the future to fund the costs of the Village 2 Master Infrastructure Improvements which are not part of the Series 2021 Project or the Series 2023 Project (the "Future Bonds"); however, the Developer may choose to contribute additional public infrastructure improvements to the District in lieu of the District issuing some or all Future Bonds.

In order to accomplish the goal of limiting the amounts of annual assessments for debt service to certain predetermined levels for the single family detached (SFD) and single family attached (SFA) residential units and eliminating annual assessments for debt service for all other land uses proposed to be developed within Village 2, the Developer would have to contribute infrastructure improvements which, when funded with proceeds of bonds, would total an estimated \$40,304,613.15 as indicated in *Table 6*, comprising the difference between the Village 2 Master Infrastructure Improvements Master Assessments (estimated at \$117,429,141.34, which represents the amount of debt that would need to be issued to finance the total estimated costs to construct the Village 2 Master Infrastructure Improvements valued at \$84,305,120 plus the

financing costs associated therewith), the amount that comprises the 2021 Bonds (\$23,865,000) and the amount projected to comprise the 2023 Bonds (estimated at \$25,715,000) plus the amount of Village 2 Master Infrastructure Improvements Master Assessments for Future Bonds and/or Contributed by Developer (estimated at \$27,544,528.19) for a total of approximately \$77,124,528.19.

Table 7 in the *Appendix* presents the apportionment of the 2023 Assessments in accordance with the ERU benefit allocation method presented in *Table 5* in the *Appendix* as modified by the effects of Developer's contributions of public infrastructure improvements illustrated in *Table 6*. *Table 7* also presents the projected annual debt service assessments per unit. Please note that the 2023 Assessments are preliminarily projected to be absorbed by a total of 1,808 SFD and 141 SFA units; however, the actual mix of SFD and SFA units which will ultimately absorb the 2023 Assessments may change.

5.3 Assigning Assessments

In conjunction with the issuance of its Series 2021 Bonds, the District established an area known as the "Village Two Assessment Area," comprised of approximately 2,969.87 +/- acres. The Assessments securing the Series 2021 Bonds (the "Series 2021 Assessments") were initially levied on a per-acre basis, then were assigned on a per-unit basis upon platting or, with the exception of certain property, upon the sale of property with specific entitlements transferred thereto. The Series 2021 Assessments have been fully assigned to 1,289 platted lots and 49.31 +/- acres within Village Two. The Series 2023 Assessments are proposed to be levied upon the remaining approximately 2,129.41 +/- acres of assessable undeveloped lands within the Village Two Assessment Area, identified at **Exhibit A** and known as the "2023 Assessment Area". The 2023 Assessments are proposed to be initially levied on an equal gross acre basis over all property within the 2023 Assessment Area, and thus 2023 Assessments in the amount of \$25,715,000 are proposed to be initially levied over a total area of approximately 2,129.41 +/- gross acres contained within the boundaries of the 2023 Assessment Area at a rate of \$12,076.11 per gross acre. When SFD and SFA units are platted (the "Assigned Properties"), Series 2023 Assessments will be levied to Assigned Properties based on the benefits they receive consistent with the methodology set forth herein and on a first platted first-assigned basis based on the planned use for such Assigned Properties as reflected in *Table 7* in the *Appendix*. Such allocation will reduce the amount of the remaining Series 2023 Assessments on unplatted gross acres within the 2023 Assessment

Area (the “Unassigned Properties”), which Unassigned Properties will continue to be assessed on a per gross acre basis. Additionally, once a parcel of land is specifically identified as not benefitting from the Series 2023 Project or as non-assessable government or property association-owned, such parcel of land will be deemed to not be subject to 2023 Assessments.

Further, to the extent that any Unassigned Properties are sold to unaffiliated third-party buyers, the District will assign to such Unassigned Properties an amount of Series 2023 Assessments equal to the development rights transferred with such property from seller to buyer or another amount allocated by the Developer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Series 2023 Assessments assigned at sale, consistent with the application of the methodology as set forth herein.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, the delivery of the public infrastructure improvements that comprise the Series 2023 Project creates special benefits to property within the 2023 Assessment Area. Construction and/or acquisition of such public infrastructure improvements will provide several types of systems, facilities and services for residents and landowners within the 2023 Assessment Area. The details of such systems, facilities and services are set forth in the Master Engineer’s Report and the 2023 Supplemental Engineer’s Report. The benefits from these public infrastructure improvements accrue in differing amounts and are dependent on the type of land use and number of units, for instance square footage for commercial properties, receiving the special benefits peculiar to those properties, which flow from the logical relationship of the public infrastructure improvements to said properties.

Once these determinations are made, they are reviewed in light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the public infrastructure improvements actually provided.

For the provision of the public infrastructure improvements comprising the Series 2023 Project, the special and peculiar benefits include:

- a. added use of the property;
- b. added enjoyment of the property;

- c. decreased insurance premiums;
- d. increased marketability and value of the property; and
- e. full development of the property within the 2023 Assessment Area.

The provision of the Series 2023 Project makes the land within the 2023 Assessment Area developable and saleable and provides special benefits to developable property in the 2023 Assessment Area which are greater than the benefits of any single improvement. These special benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt as allocated.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the Village 2 Master Infrastructure Improvements and their component, the Series 2023 Project, is delineated in *Table 5* (expressed as ERU Factors) in the *Appendix*.

The apportionment of the Series 2023 Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the 2023 Assessment Area according to reasonable estimates of the special benefits derived from the acquisition and/or construction of the public infrastructure improvements that comprise the Series 2023 Project by different land uses.

Accordingly, no acre or parcel of property within the 2023 Assessment Area will be liened for the payment of any Series 2023 Assessments more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased by more than the debt allocation set forth in this Second Supplemental Report.

In accordance with the benefit allocation suggested for the land uses in *Table 5* in the *Appendix*, after adjusting for the effects of the contributions of improvements by the Developer, a Series 2023 Assessment, Series 2023 Assessment per unit and an Annual 2023 Assessment per unit have been calculated for each land use in *Table 7* in the *Appendix*.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the development plan may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that Series 2023 Assessments on a per unit basis never exceed the assessment amount contemplated in the adopted assessment methodology. The amounts of Series 2023 Assessments per unit for the SFD and SFA units are listed in *Table 7* in the *Appendix* and may change based on the final bond sizing. If such changes occur, the methodology outlined in this Second Supplemental Report is applied to the land based on the number of and type of units of particular land uses within each and every parcel within the 2023 Assessment Area.

As the SFD and SFA units within the 2023 Assessment Area are platted, Series 2023 Assessments are assigned to platted units based on the figures in *Table 7* in the *Appendix*. If, as a result of platting and apportionment of Series 2023 Assessments to the platted units within the 2023 Assessment Area, the Series 2023 Assessments per unit for land in the 2023 Assessment Area that remains unplatted remains equal to the levels in *Table 7*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Series 2023 Assessments to platted units within the 2023 Assessment Area, the Series 2023 Assessments per unit for land that remains unplatted, equal less than the levels in *Table 7* in the *Appendix* (either as a result of a larger number of units, different units or both), then the per unit Series 2023 Assessments for all parcels within the 2023 Assessment Area will be lowered if that state persists at the conclusion of platting of all land within the 2023 Assessment Area.

If, in contrast, as a result of platting and apportionment of the 2023 Assessments to platted units within the 2023 Assessment Area, the Series 2023 Assessments per unit for land within the 2023 Assessment Area that remains unplatted equal more than the levels in *Table 7* in the *Appendix* (either as a result of a smaller number of units, different units or both), taking into account any future development plans for the unplatted lands – in the District’s sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the

difference in Series 2023 Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per unit to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property within that portion of the 2023 Assessment Area will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Series 2023 Assessments per unit and the levels in *Table 7* in the *Appendix*, multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the Series 2023 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2023 Bonds secured by the Series 2023 Assessments).

In addition to platting of property within the 2023 Assessment Area, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2023 Assessments per unit that remains unplatted within any portion of the 2023 Assessment Area is equal to the levels in *Table 7* in the *Appendix*. The test will be based upon the development rights as signified by the number of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of the Series 2023 Assessments assigned at sale.

Note that, in the event that the Series 2023 Project is not completed, certain contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Series 2023 Assessments; however, the Series 2023 Assessments, as reallocated, shall not exceed the amounts in *Table 7* in the *Appendix*. Further, subject to the limitations in the Second Supplemental Trust Indenture any subsequent bond issuance providing for additional financing of the Village 2 Master Infrastructure Improvements will not allocate debt service assessments such that the total debt service assessments per unit for the Village 2 Master Infrastructure Improvements exceed the amounts in *Table 7* for the SFD and SFA product types within the lands identified in Exhibit "B" (the "Pulte Land").

5.7 Assessment Roll

Based on the per gross acre assessment proposed in *Section 5.3*, the Series 2023 Assessments in the estimated amount of \$25,715,000 are proposed to be levied over the area described in Exhibit "A", which describes the boundaries of the 2023 Assessment Area. Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the Series 2023 Assessments. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the 2023 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

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

7.0 Appendix

Table 1

Viera Stewardship District

Proposed Development Plan for Village 2

Land Use	Unit of Measurement	Village 2 Number of Units
SFD	Dwelling Unit	4,200
SFA	Dwelling Unit	500
MF	Dwelling Unit	800
ALF	Bed	289
Hotel	Room	250
Retail	Square Foot	600,000
Office	Square Foot	460,000
Light Industrial	Square Foot	200,000

Table 2

Viera Stewardship District

Village 2 Master Infrastructure Improvements

Improvement	Estimated Cost
Roadway & ROW-Related SWM and Utility Improvements	\$78,474,620
Community Parks & Trails	\$1,518,000
Sanitary Sewer	\$4,312,500
Total - Master Infrastructure Improvements	\$84,305,120

Table 3

Viera Stewardship District

Series 2023 Project Infrastructure Improvements

Improvement	Estimated Cost
Pineda Boulevard Segment E Improvements	\$1,586,805
Pineda Boulevard Segment F Improvements	\$4,434,895
Pineda Boulevard Segment G/H Improvements	\$8,364,311
Stadium Parkway Segment E Improvements	\$8,105,531
Village Two Park Trail - North Improvements	\$4,500,000
Total	\$26,991,542

Table 4

Viera Stewardship District

Preliminary Sources and Uses of Funds

<u>Sources</u>	<u>Amount</u>
Bond Proceeds:	
Par Amount	\$25,715,000.00
Total Sources	\$25,715,000.00

<u>Uses</u>	
Project Fund Deposits:	
Project Fund	\$22,208,641.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$899,372.00
Capitalized Interest Fund	\$1,888,767.00
Delivery Date Expenses:	
Costs of Issuance	\$200,000.00
Underwriter's Discount	\$514,300.00
Rounding	\$3,920.00
Total Uses	\$25,715,000.00

Table 5

Viera Stewardship District

Village 2 Master Infrastructure Improvements Benefit Allocation

Land Use	Unit of Measurement	Village 2 Number of Units	Master Infrastructure Improvements ERU	Total Master Infrastructure Improvements ERUs	Percent of Total
SFD	Dwelling Unit	4,200	1.00	4,200.00	69.56%
SFA	Dwelling Unit	500	0.70	350.00	5.80%
MF	Dwelling Unit	800	0.50	400.00	6.62%
ALF	Bed	289	0.20	57.80	0.96%
Hotel	Room	250	0.60	150.00	2.48%
Retail	1,000 Square Feet	600,000	1.00	600.00	9.94%
Office	1,000 Square Feet	460,000	0.50	230.00	3.81%
Light Industrial	1,000 Square Feet	200,000	0.25	50.00	0.83%
Total				6,037.80	100.00%

Table 6

Viera Stewardship District

Village 2 Master Infrastructure Improvements Assessment Apportionment

Land Use	Village 2 Master Infrastructure Improvements Master Assessments Apportionment Based on ERU Cost Allocation*	Village 2 Master Infrastructure Improvements Master Assessments Contributed by Developer Method**	Village 2 Master Infrastructure Improvements Master Assessments Contributed by Developer	Village 2 Master Infrastructure Improvements Bonds Apportionment	Village 2 Master Infrastructure Improvements Series 2021 Bonds Apportionment - Series 2021 Assessments	Village 2 Master Infrastructure Improvements Series 2023 Bonds Apportionment - Series 2023 Assessments	Village 2 Master Infrastructure Improvements Master Assessments for Future Bonds and/or Contributed by Developer
SFD	\$58,644,126.01	\$81,685,778.54	\$10,869,742.26	\$70,816,036.27	\$19,295,648.00	\$24,294,040.50	\$27,226,347.78
SFA	\$4,887,010.50	\$6,807,148.21	\$498,656.29	\$6,308,491.92	\$4,569,352.00	\$1,420,959.50	\$318,180.42
MF	\$5,585,154.86	\$7,779,597.96	\$7,779,597.96	\$0.00	\$0.00	\$0.00	\$0.00
ALF	\$807,054.88	\$1,124,151.90	\$1,124,151.90	\$0.00	\$0.00	\$0.00	\$0.00
Hotel	\$2,094,433.07	\$2,917,349.23	\$2,917,349.23	\$0.00	\$0.00	\$0.00	\$0.00
Retail	\$8,377,732.29	\$11,669,396.93	\$11,669,396.93	\$0.00	\$0.00	\$0.00	\$0.00
Office	\$3,211,464.04	\$4,473,268.82	\$4,473,268.82	\$0.00	\$0.00	\$0.00	\$0.00
Light Industrial	\$698,144.36	\$972,449.74	\$972,449.74	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$84,305,120.00	\$117,429,141.34	\$40,304,613.15	\$77,124,528.19	\$23,865,000.00	\$25,715,000.00	\$27,544,528.19

* Based on ERU Benefit Allocation

** Apportionment of the Village 2 Master Infrastructure Improvements Master Assessment is illustrated in Table 5A of the Master Report

Table 7

Viera Stewardship District

Series 2023 Assessments Apportionment

Land Use	Number of Units	Series 2023 Assessments	Series 2023 Assessments per Unit	Annual Debt Service Payment per Unit*
SFD	1,808	\$24,294,040.50	\$13,436.97	\$999.90
SFA	141	\$1,420,959.50	\$10,077.73	\$749.92
Total		\$25,715,000.00		

Note: Conceptual development plan - dependent on type and timing of platting of residential units within Village 2

To date, a portion of the Series 2023 Assessments have been allocated to 102 SFA platted units in Del Webb at Viera - Phase 3

* Includes early payment discount and costs of collection utilizing Uniform Method of Collection - **assumes payment in March**

Exhibit A

Series 2023 Assessments in the estimated amount of \$25,715,000 will be initially levied on an equal pro-rata gross acre basis on the remaining undeveloped assessable property within the Village Two Assessment Area, described as follows:

LEGAL DESCRIPTION – VILLAGE TWO ASSESSMENT AREA : (Revised October 2021 – LESS AND EXCEPT CONVEYED PARCELS, Revised May 2023; less and except parcels; 2023 Project)

A PARCEL OF LAND LOCATED IN SECTIONS 19, 20, 21, 22, 27, 28, 29, 30, 32, 33, AND 34, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT K-4, STROM PARK PHASE 5, 6 AND 8, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGE 19, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 – PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 86, BREVARD COUNTY, FLORIDA AND RUN S73°39'27"E ALONG THE SOUTH LINE OF STROM PARK PHASE 5, 6 AND 8, A DISTANCE OF 786.63 FEET; THENCE CONTINUE N75°29'01"E ALONG THE SOUTH LINE OF PHASE 5, 6 AND 8 AND ALONG THE SOUTH LINE OF STROM PARK PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 2318.89 FEET TO THE SOUTHEAST CORNER OF STROM PARK PHASE 3 AND THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF-WAY MAP, SECTION 70220, F.P. 405506 6; THENCE ALONG THE WEST RIGHT-OF WAY OF INTERSTATE 95 THE FOLLOWING 5 COURSES AND DISTANCES; 1) S14°30'59"E, A DISTANCE OF 1617.15 FEET; 2) S75°29'01"W, A DISTANCE OF 200.00 FEET; 3) S14°30'59"E, A DISTANCE OF 950.00 FEET; 4) N75°29'01"E, A DISTANCE OF 200.00 FEET; 5) S14°30'59"E, A DISTANCE OF 1211.29 FEET TO A POINT ON A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5782, PAGE 4499, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THAT PARCEL OF LAND THE FOLLOWING 16 COURSES AND DISTANCES; 1) S12°33'10"E, A DISTANCE OF 350.21 FEET; 2) S14°31'00"E, A DISTANCE OF 801.61 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2197.83 FEET, A CENTRAL ANGLE OF 41°02'39", A CHORD BEARING OF S06°00'19"W, AND A CHORD LENGTH OF 1540.98 FEET), A DISTANCE OF 1574.43 FEET TO THE END OF SAID CURVE; 3) S26°31'39"W, A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 1239.92 FEET, A CENTRAL ANGLE OF 41°02'38", A CHORD BEARING OF S06°00'20"W, AND A CHORD LENGTH OF 869.35 FEET), A DISTANCE OF 888.22 FEET TO THE END OF SAID CURVE; 5) S14°30'59"E,

A DISTANCE OF 228.00 FEET; 6) THENCE S30°29'00"W, A DISTANCE OF 16.97 FEET; 7) THENCE S75°29'01"W, A DISTANCE OF 597.99 FEET; 8) THENCE S14°30'59"E, A DISTANCE OF 260.00 FEET; 9) THENCE N75°29'00"E, A DISTANCE OF 478.39 FEET; 10) THENCE S59°30'59"E, A DISTANCE OF 186.11 FEET; 11) THENCE S14°30'59"E, A DISTANCE OF 168.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 12) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1239.92 FEET, A CENTRAL ANGLE OF 34°27'23", A CHORD BEARING OF S31°44'41"E, AND A CHORD LENGTH OF 734.47 FEET), A DISTANCE OF 745.66 FEET TO THE END OF SAID CURVE; 13) THENCE S48°58'22"E, A DISTANCE OF 237.60 FEET; 14) TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2197.83 FEET, A CENTRAL ANGLE OF 43°37'52.68", A CHORD BEARING OF S27°09'26"E, AND A CHORD LENGTH OF 1633.52 FEET), A DISTANCE OF 1673.67 FEET TO A POINT OF COMPOUND CURVATURE; 15) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 22788.32 FEET, A CENTRAL ANGLE OF 3°00'00", A CHORD BEARING OF S03°50'29"E, AND A CHORD LENGTH OF 1193.05 FEET), A DISTANCE OF 1193.19 FEET TO THE END OF SAID CURVE; 16) THENCE S03°51'54"E, A DISTANCE OF 80.03 FEET TO AN INTERSECTION WITH A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2986, PAGE 2002, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THAT PARCEL OF LAND THE FOLLOWING 3 COURSES AND DISTANCES; 1) THENCE S89°21'11"W, A DISTANCE OF 280.81 FEET; 2) THENCE S00°38'50"E, A DISTANCE OF 554.40 FEET; 3) THENCE N78°21'10"E, A DISTANCE OF 303.63 FEET TO AN INTERSECTION WITH THE SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S00°28'45"E ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 328.41 FEET; THENCE CONTINUE ALONG SAID THE SAID WEST RIGHT-OF-WAY LINE S00°03'59"E, A DISTANCE OF 2480.30 FEET; THENCE S89°06'05"W, A DISTANCE OF 3900.01 FEET; THENCE N06°00'32"W, A DISTANCE OF 133.83 FEET; THENCE N14°02'10"E, A DISTANCE OF 136.89 FEET; THENCE N49°23'55"E, A DISTANCE OF 153.04 FEET; THENCE N63°26'06"E, A DISTANCE OF 222.71 FEET; THENCE N39°48'20"E, A DISTANCE OF 259.30 FEET; THENCE N04°23'55"W, A DISTANCE OF 216.43 FEET; THENCE N00°00'00"E, A DISTANCE OF 298.80 FEET; THENCE N45°00'00"W, A DISTANCE OF 187.80 FEET; THENCE S72°53'50"W, A DISTANCE OF 225.78 FEET; THENCE S36°52'12"W, A DISTANCE OF 332.00 FEET; THENCE S57°15'53"W, A DISTANCE OF 29.85 FEET; THENCE S90°00'00"W, A DISTANCE OF 14.00 FEET; THENCE S63°26'06"W, A DISTANCE OF 108.45 FEET; THENCE S59°02'57"W, A DISTANCE OF 141.45 FEET; THENCE S45°00'00"W, A DISTANCE OF 41.42 FEET; THENCE S72°21'00"W, A DISTANCE OF 326.23 FEET; THENCE S84°17'22"W, A DISTANCE OF 333.65 FEET; THENCE N77°00'19"W, A DISTANCE OF 270.14 FEET; THENCE N48°12'50"W, A DISTANCE OF 202.29 FEET; THENCE N43°50'37"W, A DISTANCE OF 322.52 FEET; THENCE N34°30'31"W, A DISTANCE OF 235.42 FEET; THENCE N52°07'30"W, A DISTANCE OF 138.25 FEET; THENCE N78°41'45"W, A DISTANCE OF 123.71 FEET; THENCE N48°21'59"W, A DISTANCE OF 146.00 FEET; THENCE N50°09'55"W, A DISTANCE OF 189.48 FEET; THENCE N47°29'22"W, A DISTANCE OF 197.38 FEET; THENCE N45°00'59"W, A DISTANCE OF 154.37 FEET; THENCE N56°18'36"W, A DISTANCE OF 131.15 FEET; THENCE N24°46'31"W, A DISTANCE OF 173.60

FEET; THENCE N26°33'54"W, A DISTANCE OF 84.41 FEET; THENCE N79°55'08"W, A DISTANCE OF 224.49 FEET; THENCE N58°03'15"W, A DISTANCE OF 263.19 FEET; THENCE N45°33'26"E, A DISTANCE OF 976.33 FEET; THENCE N15°16'48"E, A DISTANCE OF 47.81 FEET TO AN INTERSECTION WITH THE WEST LINE OF A 60 FOOT FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 725, PAGE 563, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N64°13'06"W ALONG THE WEST LINE OF SAID EASEMENT, A DISTANCE OF 10227.74 FEET; THENCE CONTINUE N00°25'50"W ALONG THE WEST LINE OF SAID EASEMENT AND ALONG THE WEST LINE OF A 110 FOOT FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 97, PAGE 646, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, A DISTANCE OF 2882.43 FEET; THENCE CONTINUE N00°25'32"W ALONG THE WEST LINE OF THE SAID 110 FOOT EASEMENT, A DISTANCE OF 5286.36 FEET; THENCE CONTINUE N00°25'32"W ALONG THE WEST LINE OF THE SAID 110 FOOT EASEMENT, A DISTANCE OF 0.67 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 36 EAST; THENCE S89°09'31"E ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 100.30 FEET TO THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 36 EAST; THENCE N89°10'23"E ALONG THE NORTH LINE OF SECTION 20, A DISTANCE OF 221.89 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 46°09'08", A CHORD BEARING OF S26°53'40"E, AND A CHORD LENGTH OF 1164.10 FEET), A DISTANCE OF 1196.18 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2795.00 FEET, A CENTRAL ANGLE OF 36°19'59", A CHORD BEARING OF S68°08'13"E, AND A CHORD LENGTH OF 1742.84 FEET), A DISTANCE OF 1772.39 FEET TO THE END OF SAID CURVE; THENCE S86°18'12"E, A DISTANCE OF 2105.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 1905.00 FEET, A CENTRAL ANGLE OF 44°27'58", A CHORD BEARING OF S64°04'13"E, AND A CHORD LENGTH OF 1441.61 FEET), A DISTANCE OF 1478.43 FEET TO THE END OF SAID CURVE; THENCE S41°50'15"E, A DISTANCE OF 582.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 24°37'30.00", A CHORD BEARING OF S29°31'30"E, AND A CHORD LENGTH OF 831.65 FEET), A DISTANCE OF 838.08 FEET TO THE END OF SAID CURVE; THENCE S17°12'45"E, A DISTANCE OF 958.33 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 1904.00 FEET, A CENTRAL ANGLE OF 32°12'11.52", A CHORD BEARING OF S01°06'39"E, AND A CHORD LENGTH OF 1056.12 FEET), A DISTANCE OF 1070.15 FEET TO THE A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2009.00 FEET, A CENTRAL ANGLE OF 96°13'03.00", A CHORD BEARING OF S33°07'05"E, AND A CHORD LENGTH OF 2991.05

FEET), A DISTANCE OF 3373.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 4679.00 FEET, A CENTRAL ANGLE OF 14°21'28", A CHORD BEARING OF S74°02'52"E, AND A CHORD LENGTH OF 1169.44 FEET), A DISTANCE OF 1172.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2760.00 FEET, A CENTRAL ANGLE OF 25°24'59", A CHORD BEARING OF S79°34'38"E, AND A CHORD LENGTH OF 1214.32 FEET), A DISTANCE OF 1224.33 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N15°16'58"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 407.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 3370.00 FEET, A CENTRAL ANGLE OF 22°32'50", A CHORD BEARING OF N04°00'33"E, AND A CHORD LENGTH OF 1317.64 FEET), A DISTANCE OF 1326.18 FEET TO A POINT OF REVERSE CURVATURE A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2738.35 FEET, A CENTRAL ANGLE OF 7°30'29", A CHORD BEARING OF N03°30'38"W, AND A CHORD LENGTH OF 358.57 FEET), A DISTANCE OF 358.83 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2701.21 FEET, A CENTRAL ANGLE OF 41°18'23", A CHORD BEARING OF N20°24'35"W, AND A CHORD LENGTH OF 1905.49 FEET), A DISTANCE OF 1947.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2077.83 FEET, A CENTRAL ANGLE OF 19°58'50", A CHORD BEARING OF N31°04'22"W, AND A CHORD LENGTH OF 720.93 FEET), A DISTANCE OF 724.59 FEET TO THE END OF SAID CURVE; THENCE N21°04'57"W, A DISTANCE OF 210.25 FEET; THENCE S68°55'03"W, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 – PHASE 2 ACCORDING THO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 - PHASE 2 AND THE EAST LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION No. 1 – PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA THE FOLLOWING 5 COURSES AND DISTANCES; 1) N21°04'57"W, A DISTANCE OF 275.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THEARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2340.00 FEET, A CENTRAL ANGLE OF 37°25'29", A CHORD BEARING OF N02°22'12"W, AND A CHORD LENGTH OF 1501.43 FEET), A DISTANCE OF 1528.46 FEET TO THE END OF SAID CURVE; 3) THENCE N16°20'33"E, A DISTANCE OF 1232.31 FEET TO THE POINT OF BEGINNING. CONTAINING 3035.70 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING TWENTY-TWO (22) DESCRIBED PARCELS:

PARCEL 1

LOT 2, BLOCK A OF THE PLAT OF LAKE ANDREW DRIVE, SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PHASE 1 PER PLAT BOOK 68, PAGE 43, CONTAINING 16.90 ACRES, MORE OR LESS.

PARCEL 2

PART OF LOT 1, BLOCK A, LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK A OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 AND RUN WESTERLY, ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4175.00 FEET, A CENTRAL ANGLE OF 2°47'00", A CHORD BEARING OF N78°00'49"W AND A CHORD LENGTH OF 202.79 FEET), A DISTANCE OF 202.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVED SOUTH RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4175.00 FEET, A CENTRAL ANGLE OF 2°35'48", A CHORD BEARING OF N80°42'13"W AND A CHORD LENGTH OF 189.20 FEET), A DISTANCE OF 189.22 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND 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 82°42'55", A CHORD BEARING OF S56°38'25"W AND A CHORD LENGTH OF 33.04 FEET), A DISTANCE OF 36.09 FEET TO THE END OF SAID CURVE AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1; THENCE S15°16'58"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 363.99 FEET; THENCE S77°50'41"E, A DISTANCE OF 70.10 FEET, THENCE N15°16'58"E TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3853.00 FEET, A CENTRAL ANGLE OF 2°05'38", A CHORD BEARING OF S80°50'42"E AND A CHORD LENGTH OF 140.80 FEET), A DISTANCE OF 140.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N15°16'58"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 323.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1.66 ACRES, MORE OR LESS.

PARCEL 3

THOSE PORTIONS OF THE PUBLIC RIGHTS-OF-WAY OF LAKE ANDREW DRIVE AND PINEDA BOULEVARD AND AKARAD DRIVE AS SHOWN ON PLAT OF LAKE ANDREW DRIVE, SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, LOCATED WITHIN THE LIMITS OF VILLAGE 2 CONTAINING 11.66 ACRES, MORE OR LESS.

PARCEL 4

LAKE ANDREW DRIVE – SEGMENT F PER ROAD PLAT BOOK 5, PAGE 45, BREVARD COUNTY, FLORIDA, CONTAINING 4.95 ACRES, MORE OR LESS.

PARCEL 5

TRACT C PER THE PLAT OF LAKE ANDREW DRIVE – SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, CONTAINING 0.04 ACRES, MORE OR LESS.

PARCEL 6

TRACTS A AND D PER THE PLAT OF LAKE ANDREW DRIVE – SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, CONTAINING 0.54 ACRES, MORE OR LESS.

PARCEL 7

TRACT B PER THE PLAT OF LAKE ANDREW DRIVE – SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 PER PLAT BOOK 68, PAGE 43, BREVARD COUNTY, FLORIDA, CONTAINING 7.54 ACRES, MORE OR LESS.

PARCEL 8

STADIUM PARKWAY – SEGMENT E PER PLAT BOOK 5, PAGE 46, BREVARD COUNTY, FLORIDA, CONTAINING 21.12 ACRES, MORE OR LESS.

PARCEL 9

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 8663, PAGE 2692, BREVARD COUNTY, FLORIDA LYING SOUTH OF THE SOUTH LINE OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, CONTAINING 1.42 ACRES, MORE OR LESS.

PARCEL 10

LOT 1, BLOCK A OF THE PLAT OF VILLAGE 2 CENTER, PER PLAT BOOK 73, PAGE 77, BREVARD COUNTY, FLORIDA, CONTAINING 2.00 ACRES, MORE OR LESS.

PARCEL 11

ALL LANDS PLATTED WITHIN ARIPEKA AT VIERA, PHASE 1 PER PLAT BOOK 70, PAGE 51, BREVARD COUNTY, FLORIDA, CONTAINING 72.91 ACRES, MORE OR LESS.

PARCEL 12

ALL LANDS PLATTED WITHIN ARIPEKA AT VIERA, PHASE 2 PER PLAT BOOK 71, PAGE 40, BREVARD COUNTY, FLORIDA, CONTAINING 41.73 ACRES, MORE OR LESS.

PARCEL 13

ALL LANDS PLATTED WITHIN ARIPEKA AT VIERA, PHASES 3 AND 4 PER PLAT BOOK 72, PAGE 69, BREVARD COUNTY, FLORIDA, CONTAINING 38.48 ACRES, MORE OR LESS.

PARCEL 14

ALL LANDS PLATTED WITHIN THE PLAT OF VILLAGE 2, NEIGHBORHOOD 2 PER PLAT BOOK 73, PAGE 70, BREVARD COUNTY, FLORIDA, CONTAINING 18.59 ACRES, MORE OR LESS.

PARCEL 15

BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 BLOCK B, LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN N82°34'30"E, A DISTANCE OF 152.11 FEET TO A NON-TANGENT INTERSECTION WITH THE CURVED EASTERLY RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVED EASTERLY RIGHT-OF-WAY LINE (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 3335.00 FEET, A CENTRAL ANGLE OF 06°35'23", A CHORD BEARING OF N01°22'42"W, AND A CHORD LENGTH OF 383.35 FEET), A DISTANCE OF 383.56 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVED EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES AND

DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 3335.00 FEET, A CENTRAL ANGLE OF 02°35'29", A CHORD BEARING OF N05°58'08"W, AND A CHORD LENGTH OF 150.83 FEET), A DISTANCE OF 150.84 FEET TO A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2773.35 FEET, A CENTRAL ANGLE OF 07°30'29", A CHORD BEARING OF N03°30'38"W, AND A CHORD LENGTH OF 363.16 FEET), A DISTANCE OF 363.42 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2666.21 FEET, A CENTRAL ANGLE OF 09°02'00", A CHORD BEARING OF N04°16'24"W, AND A CHORD LENGTH OF 419.92 FEET), A DISTANCE OF 420.35 FEET TO A POINT OF REVERSE CURVATURE; 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 89°13'01", A CHORD BEARING OF N35°49'07"E, AND A CHORD LENGTH OF 35.11 FEET), A DISTANCE OF 38.93 FEET TO THE END OF SAID CURVE; THENCE N80°25'37"E, A DISTANCE OF 193.12 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 450.00 FEET, A CENTRAL ANGLE OF 23°05'52", A CHORD BEARING OF N68°52'41"E, AND A CHORD LENGTH OF 180.18 FEET), A DISTANCE OF 181.41 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S32°40'14"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 65.27 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 70.00 FEET, A CENTRAL ANGLE OF 58°34'44", A CHORD BEARING OF S61°57'37"E, AND A CHORD LENGTH OF 68.49 FEET), A DISTANCE OF 71.57 FEET TO THE END OF SAID CURVE; THENCE N88°45'01"E, A DISTANCE OF 423.84 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 07°04'28", A CHORD BEARING OF S12°48'33"E, AND A CHORD LENGTH OF 67.87 FEET), A DISTANCE OF 67.91 FEET TO THE END OF SAID CURVE; THENCE S09°16'19"E, A DISTANCE OF 97.88 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 300.00 FEET, A CENTRAL ANGLE OF 43°27'47", A CHORD BEARING OF S12°27'34"W, AND A CHORD LENGTH OF 222.15 FEET), A DISTANCE OF 227.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 37°21'36", A CHORD BEARING OF S15°30'40"W, AND A CHORD LENGTH OF 608.54 FEET), A DISTANCE OF 619.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 01°27'12", A CHORD BEARING OF S02°26'32"E, AND A CHORD LENGTH OF 11.41 FEET), A DISTANCE OF 11.41 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHWEST; THENCE S89°52'41"W, ALONG SAID

NONTANGENT LINE, A DISTANCE OF 57.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23°29'23", A CHORD BEARING OF N78°22'37"W, AND A CHORD LENGTH OF 122.13 FEET), A DISTANCE OF 122.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 45°12'55", A CHORD BEARING OF N89°14'23"W, AND A CHORD LENGTH OF 230.65 FEET), A DISTANCE OF 236.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°43'31", A CHORD BEARING OF S79°00'56"W, AND A CHORD LENGTH OF 150.76 FEET), A DISTANCE OF 151.67 FEET TO THE END OF SAID CURVE; THENCE S89°52'41"W, A DISTANCE OF 94.48 FEET; TO THE POINT OF BEGINNING. CONTAINING 17.61 ACRES, MORE OR LESS.

PARCEL 16

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF PANGEA PARK – PHASES 1 AND 2, PER PLAT BOOK 70, PAGE 58, BREVARD COUNTY, FLORIDA, CONTAINING 149.63 ACRES, MORE OR LESS.

PARCEL 17

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF PANGEA PARK – PHASES 3 AND 4, PER PLAT BOOK 73, PAGE 37 BREVARD COUNTY, FLORIDA, CONTAINING 141.84 ACRES, MORE OF LESS.

PARCEL 18

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36, EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1) THENCE S48°53'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 150.20 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
- 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°41'58", A CHORD BEARING OF N87°59'16"W AND A CHORD LENGTH OF 34.64 FEET), A

DISTANCE OF 38.27 FEET TO THE END OF SAID CURVE; 3) THENCE S48°09'45"W A DISTANCE OF 1163.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1625.00 FEET, A CENTRAL ANGLE OF 31°44'52", A CHORD BEARING OF S32°17'20"W AND A CHORD LENGTH OF 888.94 FEET), A DISTANCE OF 900.42 FEET TO THE SOUTH LINE OF THE TWO-MILE CANAL, A 100 FOOT PUBLIC DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 9383, PAGE 481 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND A INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S89°04'28"E ALONG SAID SOUTH LINE AND NON-TANGENT LINE A DISTANCE OF 65.88 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 87°15'52", A CHORD BEARING OF S64°09'43"E, AND A CHORD LENGTH OF 248.41 FEET), A DISTANCE OF 274.15 FEET TO THE END OF SAID CURVE; THENCE N72°12'21"E, A DISTANCE OF 89.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 432.00 FEET, A CENTRAL ANGLE OF 45°31'09", A CHORD BEARING OF S85°02'04"E, AND A CHORD LENGTH OF 334.25 FEET), A DISTANCE OF 343.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 556.00 FEET, A CENTRAL ANGLE OF 39°49'38", A CHORD BEARING OF S82°11'19"E, AND A CHORD LENGTH OF 378.75 FEET), A DISTANCE OF 386.48 FEET TO THE END OF SAID CURVE; THENCE N77°53'52"E, A DISTANCE OF 87.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1370.00 FEET, A CENTRAL ANGLE OF 29°24'46", A CHORD BEARING OF S87°23'45"E, AND A CHORD LENGTH OF 695.59 FEET), A DISTANCE OF 703.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 121°02'09", A CHORD BEARING OF N46°47'34"E, AND A CHORD LENGTH OF 208.92 FEET), A DISTANCE OF 253.50 FEET TO THE SOUTH LINE OF SAID TWO-MILE CANAL AND A INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S89°05'29"E ALONG SAID SOUTH LINE AND NON-TANGENT LINE, A DISTANCE OF 68.63 FEET; THENCE N17°12'45"W, A DISTANCE OF 800.63 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 1985.00 FEET, A CENTRAL ANGLE OF 26°55'32", A CHORD BEARING OF N30°40'31"W, AND A CHORD LENGTH OF 924.27 FEET) A DISTANCE OF 932.83 FEET TO THE POINT OF BEGINNING. CONTAINING 49.31 ACRES MORE OR LESS.

PARCEL 19

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF LAURASIA PHASE 1 REPLAT PER PLAT BOOK 74, PAGE 1, BREVARD COUNTY, FLORIDA, CONTAINING 105.77 ACRES, MORE OR LESS.

PARCEL 20

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF DEL WEBB AT VIERA – PHASE 1 PER PLAT BOOK 71, PAGE 1, BREVARD COUNTY, FLORIDA, CONTAINING 35.66 ACRES, MORE OR LESS.

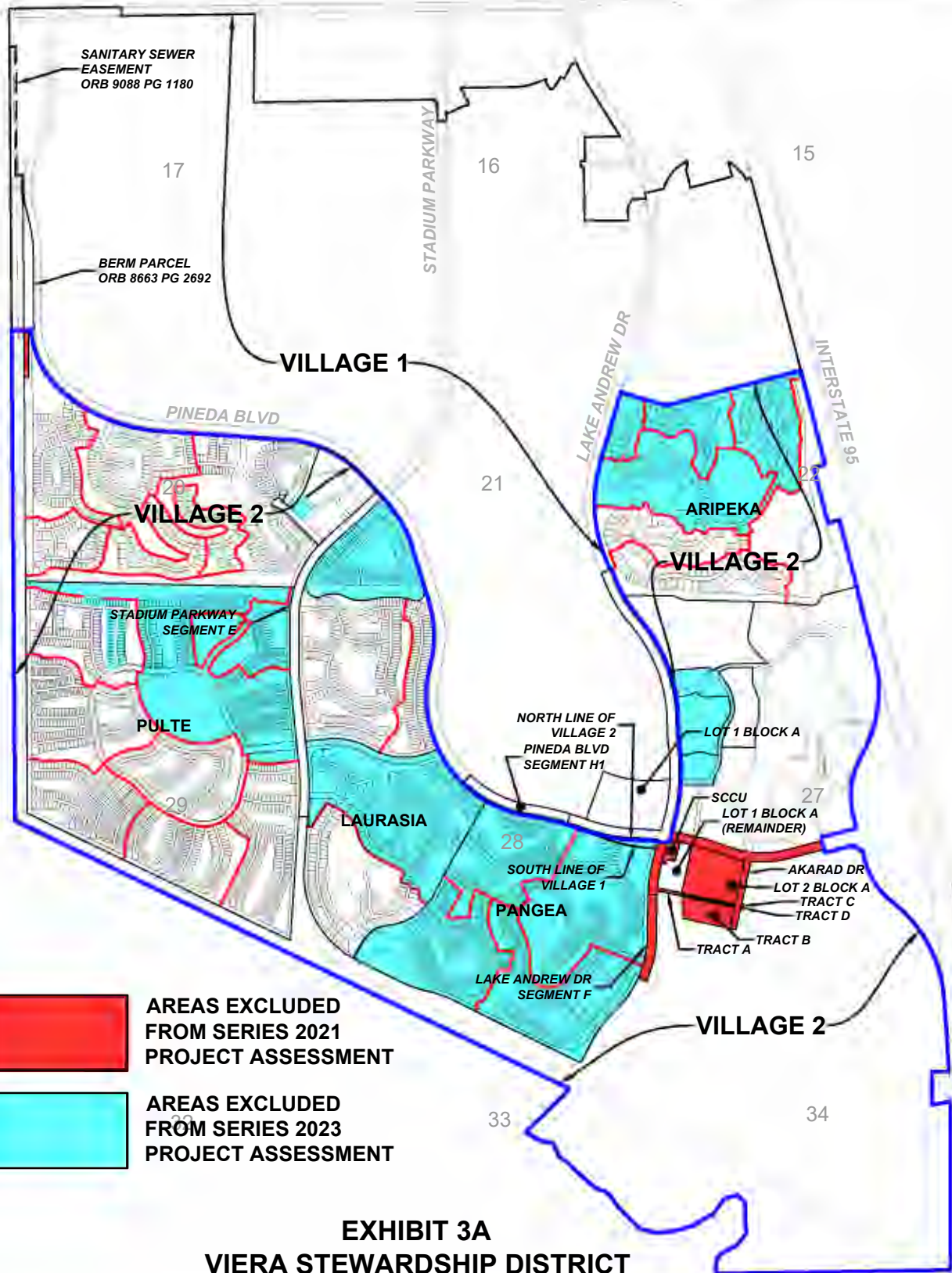
PARCEL 21

ALL LANDS PLATTED WITHIN THE LIMITS OF THE PLAT OF DEL WEBB AT VIERA – PHASE 2 PER PLAT BOOK 72, PAGE 1, BREVARD COUNTY, FLORIDA, CONTAINING 133.34 ACRES, MORE OR LESS.

PARCEL 22

ALL TRACTS AND THE FOLLOWING LOTS: LOTS 1-16, BLOCK N, LOTS 1-7, BLOCK O, LOTS 1-22, BLOCK P AND LOTS 1-6, BLOCK R AS PLATTED WITHIN THE LIMITS OF THE PLAT OF DEL WEBB AT VIERA – PHASE 3 PER PLAT BOOK 72, PAGE 93, BREVARD COUNTY, FLORIDA, CONTAINING 33.59 ACRES, MORE OR LESS.

OVERALL AREA CONTAINING 2,129.41 ACRES, MORE OR LESS.



- AREAS EXCLUDED FROM SERIES 2021 PROJECT ASSESSMENT
- AREAS EXCLUDED FROM SERIES 2023 PROJECT ASSESSMENT

EXHIBIT 3A
VIERA STEWARDSHIP DISTRICT
VILLAGE 2 - SERIES 2023 PROJECT
EXHIBIT TO SHOW VILLAGE 2
ASSESSMENT AREAS

REVISED 6/6/2023

NOTE: GRAPHIC DEPICTION IS APPROXIMATE AND FOR REFERENCE ONLY. SEE SPECIFIC LEGAL DESCRIPTIONS AND DEEDS FOR EXACT PARCEL LIMITS



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: 6/6/23
 DESIGN/DRAWN: HAK/WFV
 DRAWING# 1119810_200_001
 PROJECT# 11198.10
 SHEET 1 OF 3

**VIERA
STEWARDSHIP DISTRICT**

12

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VIERA STEWARDSHIP DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$28,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS VIERA STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (VILLAGE 2 – SERIES 2023 PROJECT), IN ONE OR MORE SERIES (THE “SERIES 2023 BONDS”); DETERMINING CERTAIN DETAILS OF THE SERIES 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2023 BONDS; APPOINTING AN UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2023 BONDS AND AWARDED THE SERIES 2023 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2023 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF CONTINUING DISCLOSURE AGREEMENTS AND THE APPOINTMENT OF A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2023 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2023 BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING FOR THE REGISTRATION OF THE SERIES 2023 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Viera Stewardship District (the “District”) is a limited, special-purpose unit of local government and an independent special district organized and existing pursuant to Chapter 189, Florida Statutes, and the Viera Stewardship District Act, Chapter 2006-360, Laws of Florida, as amended (the “Act”); and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, design, acquisition and/or construction of certain improvements pursuant to the Act; and

WHEREAS, pursuant to Resolution No. 2020-01 adopted by the Board of Supervisors of the District (the “Board”) on March 19, 2020 (the “Master Bond Resolution”), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$670,000,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under a Master Trust Indenture (the “Master Indenture”) between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), which Bonds were validated by final judgment of the Circuit Court of the Eighteenth Judicial Circuit of the State of Florida, in and for Brevard County, Florida on June 19, 2020, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the District has determined to issue its Viera Stewardship District Special Assessment Revenue Bonds (Village 2 – Series 2023 Project), in one or more Series (the “Series 2023 Bonds”), for the purpose, among others, of financing a portion of the Costs of the acquisition, construction and installation of assessable capital improvements for the District (the “Series 2023 Project”) more particularly described in the Viera Stewardship District Supplemental Engineer’s Report (Village 2 – Series 2023 Project) prepared by B.S.E. Consultants, Inc. (the “Engineer’s Report”); and

WHEREAS, the Series 2023 Bonds shall constitute a Series of Bonds authorized by the Master Bond Resolution; and

WHEREAS, there has been submitted for approval with respect to the issuance and sale of the Series 2023 Bonds:

(i) a form of Second Supplemental Trust Indenture (“Second Supplement” and, together with the Master Indenture, the “Indenture”), between the Trustee and the District attached hereto as **Exhibit A**;

(ii) a form of Bond Purchase Contract with respect to the Series 2023 Bonds between MBS Capital Markets, LLC and the District attached hereto as **Exhibit B** (the “Purchase Contract”), together with the form of disclosure statements attached to the Purchase Contract in accordance with Section 218.385, Florida Statutes;

(iii) a form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the “Preliminary Limited Offering Memorandum”);

(iv) a form of Continuing Disclosure Agreement among the District, The Viera Company (“TVC”), A. Duda and Sons, Inc. (“Duda & Sons”) and Wrathell, Hunt and Associates, LLC, as dissemination agent (the “Dissemination Agent”) and a form of Continuing Disclosure Agreement between Pulte Home Company, LLC (“Pulte”) and the Dissemination Agent and consented to and agreed to by the District and Wrathell, Hunt and Associates, LLC, as district manager, both of which are attached hereto as composite **Exhibit D** (together, the “Continuing Disclosure Agreements”); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Viera Stewardship District, as follows:

Section 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to them in the Indenture.

Section 2. Authorization, Designation and Principal Amount of the Series 2023 Bonds. There are hereby authorized and directed to be issued the Series 2023 Bonds, in the aggregate principal amount of not to exceed \$28,000,000, for the purpose, among others, of providing funds for the payment of all or a portion of the Costs of the Series 2023 Project. The purchase price of the Series 2023 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2023 Bonds as set forth in the Indenture and the Limited Offering Memorandum (as defined below).

Section 3. Designation of Attesting Members. The Chair and the Secretary of the Board, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a “Designated Member”), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as it appears on the Series 2023 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2023 Bonds and in connection with the application of the proceeds thereof.

Section 4. Details of the Series 2023 Bonds. The District hereby determines that the Series 2023 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

Section 5. Trust Indenture. The District hereby approves and authorizes the execution by the Chair and any Designated Member and the delivery of the Second Supplement in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Second Supplement attached hereto.

Section 6. Appointment of Underwriter; Negotiated Sale. MBS Capital Markets, LLC is hereby appointed the underwriter of the Series 2023 Bonds (the “Underwriter”). The Series 2023 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined

by the District that a negotiated sale of the Series 2023 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2023 Bonds and the institutional market for unrated securities such as the Series 2023 Bonds, it is desirable to sell the Series 2023 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2023 Bonds, it is in the best interests of the District to sell the Series 2023 Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2023 Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2023 Bonds are not sold pursuant to a competitive sale.

Section 7. Purchase Contract.

(i) The District hereby approves the form of the Purchase Contract submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2023 Bonds by the District upon the terms and conditions to be set forth in the Purchase Contract and in compliance with (ii) below. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member is each hereby authorized, acting individually, to execute the Purchase Contract and to deliver the Purchase Contract to the Underwriter. The Purchase Contract shall be in substantially the form of the Purchase Contract attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385, Florida Statutes, will be delivered to the District prior to the execution of the Purchase Contract, a copy of which is attached as an exhibit to the Purchase Contract. Execution by the Chair or a Designated Member of the Purchase Contract shall be deemed to be conclusive evidence of approval of such changes;

(ii) Prior to the execution of the Purchase Contract, the Chair shall have received a written offer to purchase the Series 2023 Bonds by the Underwriter substantially in the form of the Purchase Contract, said offer to provide for, among other things, (A) the issuance of not exceeding \$28,000,000 initial aggregate principal amount of Series 2023 Bonds at an average net interest cost rate of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Series 2023 Bonds are sold, (B) an underwriter's discount of not more than 2.00% of the par amount of the Series 2023 Bonds exclusive of any original issue discount or premium, and (C) the final maturity of the Series 2023 Bonds shall not be later than May 1, 2055, or as provided by law.

Section 8. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby authorizes and approves the distribution and use of the

Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2023 Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2023 Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2023 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details of the Series 2023 Bonds, the Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair or Designated Member shall constitute evidence of the approval thereof by the District. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2023 Bonds. The District hereby authorizes the Chair or a Designated Member to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions, all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the “Rule”), and to execute a certificate in that regard.

Section 9. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of the Continuing Disclosure Agreements by the Chair or a Designated Member substantially in the forms presented to this meeting and attached hereto as composite **Exhibit D**. The Continuing Disclosure Agreements are being executed and/or consented to by the District in order to assist the Underwriter in complying with the Rule. Wrathell, Hunt and Associates, LLC is hereby appointed as the initial Dissemination Agent to perform the duties required under the Continuing Disclosure Agreements.

Section 10. Appointment of Trustee. U.S. Bank Trust Company, National Association is hereby appointed to serve as Trustee, Paying Agent and, Bond Registrar under the Indenture.

Section 11. Open Meetings. It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board and that all deliberations of the members of the Board which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

Section 12. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Vice Chair, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2023 Bonds, any documents required in connection with implementation of a book-entry system of registration, any agreements with TVC, Duda & Sons or Pulte and any agreements in connection with maintaining the exclusion of interest on the Series 2023 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for

carrying out the transactions contemplated by this Resolution. In the event that the Chair, the Vice Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2023 Bonds. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2023 Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 15. Engineer's Report. The Board hereby approves of changes to the Engineer's Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer's Report with respect to the marketing and sale of the Series 2023 Bonds relating to the Series 2023 Project.

Section 16. Assessment Methodology. The Board authorizes further modifications and supplements to the Assessment Methodology previously approved by the Board to conform such report to the marketing and sale of the Series 2023 Bonds.

Section 17. Ratification of Master Bond Resolution. Except to the extent hereby modified, the Master Bond Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED in Public Session of the Board of Supervisors of Viera Stewardship District, this 13th day of June, 2023.

VIERA STEWARDSHIP DISTRICT

ATTEST:

Chair, Board of Supervisors

Secretary/Assistant Secretary, Board of Supervisors

EXHIBIT A

FORM OF SECOND SUPPLEMENT

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

VIERA STEWARDSHIP DISTRICT

AND

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of July 1, 2023

\$_[]

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(VILLAGE 2 – SERIES 2023 PROJECT)**

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Second Supplemental Trust Indenture.

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**SECOND SUPPLEMENTAL
TRUST INDENTURE**

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this “Second Supplemental Indenture”) is dated as of July 1, 2023, between **VIERA STEWARDSHIP DISTRICT** (the “District”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, as Trustee (the “Trustee”), a national banking association authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309 Attention: Corporate Trust Department.

WHEREAS, pursuant to Resolution No. 2020-01 adopted by the Governing Body of the District on March 19, 2020 (the “Master Bond Resolution”), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$670,000,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under the Master Trust Indenture dated as of November 1, 2021, between the District and the Trustee (the “Master Indenture”), which Bonds were validated by final judgment of the Circuit Court of the Eighteenth Judicial Circuit of the State of Florida, in and for Brevard County, Florida on June 19, 2020, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2020-02, on March 19, 2020, providing for the acquisition, construction and installation of assessable capital improvements more particularly described in the Master Engineer’s Report for Capital Improvements dated March 31, 2020, prepared by B.S.E. Consultants, Inc. (the “Capital Improvement Plan”), providing estimated Costs of the Capital Improvement Plan, defining assessable property to be benefited by the Capital Improvement Plan, defining the portion of the Costs of the Capital Improvement Plan with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Plan, and the Governing Body of the District duly adopted Resolution No. 2020-05, on May 8, 2020, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property, which Resolution will be supplemented by a supplemental assessment resolution conforming the Series 2023 Assessments (hereinafter defined) to the final pricing of the Series 2023 Bonds (hereinafter defined); and

WHEREAS, pursuant to Resolution No. 2023-04, adopted by the Governing Body of the District on June 13, 2023, the District has authorized the issuance, sale and delivery of its \$[_____] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the “Series 2023 Bonds”) which are issued hereunder as a Series of Bonds under, and as defined in, the Master Indenture, and has reaffirmed the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture to secure the issuance of the Series 2023 Bonds and to set forth the terms of the Series 2023 Bonds; and

WHEREAS, the Series 2023 Bonds constitute a Series of Bonds as authorized by the Master Bond Resolution; and

WHEREAS, the District will apply the proceeds of the Series 2023 Bonds to: (i) finance a portion of the Cost of the Capital Improvement Plan (as more particularly described in the report attached hereto as Exhibit A, the "Series 2023 Project"); (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; (iii) make a deposit into the Series 2023 Reserve Account to be held for the benefit of all of the Series 2023 Bonds, without privilege or priority of one Series 2023 Bond over another; and (iv) pay the interest to become due on the Series 2023 Bonds through November 1, 2024; and

WHEREAS, the Series 2023 Bonds will be payable from and secured by Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2023 Project (the "Series 2023 Assessments"), which, together with the Series 2023 Pledged Funds (hereinafter defined) will comprise the Trust Estate securing the Series 2023 Bonds (the "Series 2023 Trust Estate"), which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2023 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2023 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2023 Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2023 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2023 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and such other payments due under any Letter of Credit Agreement or Liquidity Agreement (as defined in the Master Indenture), and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2023 Bonds: (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the

application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues received by the District from the Series 2023 Assessments (the "Series 2023 Pledged Revenues") and the Funds and Accounts (except for the Series 2023 Rebate Account) established hereby (the "Series 2023 Pledged Funds") which shall comprise a part of the Series 2023 Trust Estate;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2023 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2023 Bond over any other Series 2023 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2023 Bonds or any Series 2023 Bond of a particular maturity issued, secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2023 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2023 Bonds or any Series 2023 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2023 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture), including this Second Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2023 Bonds, as follows:

**ARTICLE I
DEFINITIONS**

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

“Assessment Methodology” shall mean, collectively, the Master Assessment Methodology Report dated March 31, 2020 (the “Master Assessment Report”), as supplemented by the [Final Second Supplemental Assessment Methodology Report dated _____, 2023], each prepared by Wrathell, Hunt and Associates, LLC, as the District’s Assessment Consultant.

“Authorized Denomination” shall mean, with respect to the Series 2023 Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2023 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

“Bond Depository” shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

“Bond Participants” shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Bonds as securities depository.

“Capital Improvement Plan” shall mean the program of assessable capital improvements established by the District and more particularly described in the Master Engineer’s Report for Capital Improvements dated March 31, 2020, prepared by B.S.E. Consultants, Inc., as amended from time to time.

“Collateral Assignment” shall mean the *Tri-Party Collateral Assignment Agreement* dated as of July [__], 2023, by the Master Developer and Duda & Sons in favor of the District.

“Completion Agreement” shall mean the *Agreement Between the Viera Stewardship District and The Viera Company Regarding the Completion of District Improvements*, dated as of July [__], 2023.

“Declarations of Consent” shall mean, collectively, the Duda & Sons Declaration of Consent, the Master Developer Declaration of Consent, and the Pulte Declaration of Consent.

“Delinquent Assessment Interest” shall mean Series 2023 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2023 Assessment Interest has, or would have, become delinquent under State law applicable thereto.

“Delinquent Assessment Principal” shall mean Series 2023 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2023 Assessment Principal has, or would have, become delinquent under State law applicable thereto.

“Delinquent Assessments” shall mean Delinquent Assessment Principal and Delinquent Assessment Interest.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Duda & Sons” shall mean A. Duda & Sons, Inc., a Florida corporation, and its successors and assigns.

“Duda & Sons Declaration of Consent” shall mean the *Declaration of Consent to Jurisdiction of The Viera Stewardship District and to Imposition of Special Assessments (Village 2)* dated July [__], 2023, by Duda & Sons.

“Interest Payment Date” shall mean each May 1 and November 1, commencing November 1, 2023.

“Master Developer” shall mean The Viera Company, a Florida corporation, and its successors and assigns.

“Master Developer Declaration of Consent” shall mean the *Declaration of Consent to Jurisdiction of The Viera Stewardship District and to Imposition of Special Assessments (Village 2)* dated July [__], 2023, by the Master Developer.

“Maximum Assessment Levels” shall mean the following per unit annual gross debt service assessment levels as shall be evidenced by a Maximum Assessment Level Certification:

<u>Product</u>	<u>Maximum Annual Assessment Levels⁽¹⁾</u>
Single-family Detached	\$1,500
Single-family Attached	\$1,250

⁽¹⁾ Inclusive of the Series 2023 Assessments. The Maximum Assessment Levels provided herein are solely for purposes of establishing the parameters for the issuance of additional Bonds secured by Assessments for capital projects on any lands subject to the Series 2023 Assessments and are not intended to supersede the maximum Assessments established in the Master Assessment Report.

“Maximum Assessment Level Certification” shall mean a certificate of the District that the Assessments for capital projects pledged to any Series of Bonds do not exceed the Maximum Assessment Levels and on which the Trustee may conclusively rely as to the matters set forth therein.

“Nominee” shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Second Supplemental Indenture.

“Pulte” shall mean Pulte Home Company, LLC, a Michigan limited liability company, and its successors and assigns.

“Pulte Declaration of Consent” shall mean the *Declaration of Consent to Jurisdiction of The Viera Stewardship District and to Imposition of Special Assessments (Village 2)* dated July __, 2023, by Pulte.

“Quarterly Redemption Date” shall mean each February 1, May 1, August 1, and November 1.

“Reserve Account Release Conditions” shall mean, collectively, that (i) all residential units/homes subject to the Series 2023 Assessments have been built, sold and closed with end-users, (ii) all Series 2023 Assessments are being collected pursuant to the Uniform Method, and (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2023 Bonds. The District shall provide a written certification to the Trustee certifying that the events in clauses (i) and (ii) have occurred and affirming clause (iii), on which certifications the Trustee may conclusively rely (collectively, the “Reserve Release Certifications”).

“Series 2023 Assessment Proceedings” shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2023 Assessments which include Resolution Nos. 2020-02, 2020-05, and 2023-[__], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2023 Assessments and the Assessment Methodology as approved thereby.

“Series 2023 Assessments” shall mean the principal and interest of Series 2023 Assessments received by the District which correspond to the principal of and interest on the Series 2023 Bonds.

“Series 2023 Assessment Interest” shall mean the interest on the Series 2023 Assessments which is pledged to the Series 2023 Bonds.

“Series 2023 Assessment Principal” shall mean the principal amount of Series 2023 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2023 Bonds, other than applicable Delinquent Assessment Principal and Series 2023 Prepayment Principal.

“Series 2023 Pledged Funds” shall mean all of the Funds and Accounts created hereby with the Trustee, including the subaccounts therein, other than the Series 2023 Rebate Account in the Rebate Fund.

“Series 2023 Pledged Revenues” shall mean all revenues received by the District from the Series 2023 Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2023 Bonds.

“Series 2023 Prepayment Principal” shall mean the excess amount of Series 2023 Assessment Principal received by the District over the Series 2023 Assessment Principal included within a Series 2023 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2023 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2023 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

“Series 2023 Reserve Account Requirement” shall mean, until such time as the Reserve Account Release Conditions are met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2023 Bonds as of the time of any such calculation. Upon receipt by the Trustee of the Reserve Release Certifications and thereafter, the Series 2023 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2023 Bonds as of the time of any such calculation. Excess amounts on deposit in the Series 2023 Reserve Account as a result of the Reserve Account Release Conditions having been met shall be transferred as provided in Section 405 hereof. On the date of initial issuance of the Series 2023 Bonds, the Series 2023 Reserve Account Requirement shall be \$[_____].

“Substantially Absorbed” shall mean the date on which the principal amount of the Series 2023 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2023 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

“True-Up Agreement” shall mean the *Tri-Party Agreement Regarding the True-Up and Payment of 2023 Assessments* dated July [___], 2023, among the District, the Master Developer and Duda & Sons.

“Underwriter” shall mean MBS Capital Markets, LLC.

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2023 BONDS

Section 201. Authorization of Series 2023 Bonds; Book-Entry Only Form. The Series 2023 Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series designated “\$[_____] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project).” The Series 2023 Bonds shall be substantially

in the form set forth as Exhibit B to this Second Supplemental Indenture. Each Series 2023 Bond shall bear the designation “2023R” and shall be numbered consecutively from 1 upwards.

The Series 2023 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2023 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2023 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2023 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2023 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2023 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2023 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2023 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2023 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2023 Bond, for the purpose of registering transfers with respect to such Series 2023 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2023 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2023 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words “Cede & Co.” in this Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2023 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2023 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository can be found which is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2023 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2023 Bonds shall be issued as [_____] ([__]) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Principal</u>	<u>Maturity</u>	<u>Interest</u>
<u>Amount</u>	<u>Date</u>	<u>Rate</u>
\$	May 1, 20__	%
\$	May 1, 20__	
\$	May 1, 20__	
\$	May 1, 20__	

Section 203. Dating and Interest Accrual. Each Series 2023 Bond shall be dated July [__], 2023. Each Series 2023 Bond also shall bear its date of authentication. Each Series 2023 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2023 Bond has been paid, in which event such Series 2023 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2023 Bonds, in which event, such Series 2023 Bond shall bear interest from its date. Interest on the Series 2023 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2023, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2023 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2023 Bonds shall be delivered to the initial

purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2023 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2023 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2023 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2023 Bonds, all the Series 2023 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2023 Assessment Proceedings;
- (b) Executed copies of the Master Indenture and this Second Supplemental Indenture;
- (c) A customary Bond Counsel opinion;
- (d) The District Counsel opinion required by the Master Indenture;
- (e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2023 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;
- (f) A certificate of the Consulting Engineer which set forth certain matters with respect to the Series 2023 Project;
- (g) A copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (h) Executed copies of the Declarations of Consent, Collateral Assignment, Completion Agreement, and True-Up Agreement.

Payment to the Trustee of \$[_____] upon the initial issuance of the Series 2023 Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III REDEMPTION OF SERIES 2023 BONDS

Section 301. Bonds Subject to Redemption; Notice of Redemption. The Series 2023 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit B to this Second Supplemental Indenture. Interest on Series 2023 Bonds which

are called for redemption shall be paid on the date of redemption from the Series 2023 Interest Account or Series 2023 Revenue Account to the extent monies in the Series 2023 Interest Account are insufficient for such purpose.

Notice of redemption shall be given as provided in the Master Indenture. Notwithstanding the foregoing, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

ARTICLE IV
DEPOSIT OF SERIES 2023 BOND PROCEEDS AND APPLICATION THEREOF;
ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2023 Acquisition and Construction Account; and (ii) a Series 2023 Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2023 Debt Service Account and therein a Series 2023 Sinking Fund Account, a Series 2023 Interest Account, and a Series 2023 Capitalized Interest Account; and (ii) a Series 2023 Redemption Account, and, therein a Series 2023 Prepayment Subaccount, and a Series 2023 Optional Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2023 Reserve Account, which Series 2023 Reserve Account shall be held for the benefit of all Series 2023 Bonds, without distinction as to Series 2023 Bonds, and without privilege or priority of one Series 2023 Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2023 Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2023 Rebate Account.

Section 402. Use of Series 2023 Bond Proceeds. The net proceeds of the sale of the Series 2023 Bonds, in the amount of \$[_____] (consisting of \$[_____] aggregate principal amount of Series 2023 Bonds, [plus/less] [net] original issue [premium/discount] in the amount of \$[_____] , and less Underwriter's discount in the amount of \$[_____]), shall as soon

as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[_____], representing the Series 2023 Reserve Account Requirement at the time of issuance of the Series 2023 Bonds, shall be deposited to the Series 2023 Reserve Account;

(b) \$[_____], representing the costs of issuance relating to the Series 2023 Bonds, shall be deposited to the credit of the Series 2023 Costs of Issuance Account;

(c) \$[_____], representing interest on the Series 2023 Bonds through November 1, 2024, shall be deposited to the credit of the Series 2023 Capitalized Interest Account; and

(d) \$[_____] shall be deposited to the credit of the Series 2023 Acquisition and Construction Account.

Section 403. Series 2023 Acquisition and Construction Account and Series 2023 Capitalized Interest Account. (a) Amounts on deposit in the Series 2023 Acquisition and Construction Account shall be applied to pay Costs of the Series 2023 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted hereunder. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2023 Project, and any balance remaining in the Series 2023 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2023 Project which are required to be reserved in the Series 2023 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited to the Series 2023 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2023 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2023 Bonds set forth as Exhibit B hereto. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Series 2023 Project until after the Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2023 Reserve Account into the Series 2023 Acquisition and Construction Account as a result of such satisfaction pursuant to Section 405 hereof have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of the amount needed to complete the Series 2023 Project. At such time as there are no amounts on deposit in the Series 2023 Acquisition and Construction Account and either the Reserve Account Release Conditions have been met or the Date of Completion of the Series 2023 Project has been established, the Series 2023 Acquisition and Construction Account shall be closed.

(b) Amounts on deposit in the Series 2023 Capitalized Interest Account shall, until and including November 1, 2024, be transferred into the Series 2023 Interest Account and applied to the payment of interest first coming due on the Series 2023 Bonds, and following November 1,

2024, shall be transferred into the Series 2023 Acquisition and Construction Account, whereupon the Series 2023 Capitalized Interest Account shall be closed.

Section 404. Costs of Issuance Account. The amount deposited in the Series 2023 Costs of Issuance Account shall, at the written direction of an Authorized Officer of the District, be used to pay the costs of issuance relating to the Series 2023 Bonds. On the date of issuance of the Series 2023 Bonds, initial costs of issuance shall be paid pursuant to the instructions in the closing memorandum prepared by the Underwriter and signed by an Authorized Officer of the District. On the earlier to occur of: (x) the written direction of an Authorized Officer of the District or (y) six (6) months from the date of issuance of the Series 2023 Bonds, any amounts deposited in the Series 2023 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2023 Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2023 Costs of Issuance Account shall be closed.

Section 405. Series 2023 Reserve Account . The Series 2023 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2023 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2023 Reserve Account shall be used only for the purpose of making payments into the Series 2023 Interest Account and the Series 2023 Sinking Fund Account to pay Debt Service on the Series 2023 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2023 Reserve Account shall consist only of cash and Investment Obligations.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to (a) recalculate the Series 2023 Reserve Account Requirement taking into account any Series 2023 Prepayment Principal on deposit in the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account and whether or not the Reserve Account Release Conditions have been met and (b) transfer any excess on deposit in the Series 2023 Reserve Account as follows: (i) excess as a result of having met the Reserve Account Release Conditions shall be deposited into the Series 2023 Acquisition and Construction Account to be used for the purposes of such Account unless the Series 2023 Acquisition and Construction Account has been closed pursuant to Section 403(a) hereof in which case such funds shall be transferred to the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2023 Bonds and (ii) all other surplus monies (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) hereof) shall be deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2023 Bonds.

On the earliest date on which there is on deposit in the Series 2023 Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2023 Bonds, together with accrued interest on such Series 2023 Bonds

to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2023 Reserve Account into the Series 2023 Prepayment Subaccount in the Series 2023 Redemption Account to pay and redeem all of the Outstanding Series 2023 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2023 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Section 406. Amortization Installments. (a) The Amortization Installments established for the Series 2023 Bonds shall be as set forth in the form of Series 2023 Bonds attached hereto.

(b) Upon any redemption of Series 2023 Bonds (other than Series 2023 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2023 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2023 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, and which shall be recalculated by the District, in such manner as shall amortize all the Outstanding Series 2023 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2023 Bonds Amortization Installment.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Tax Regulatory Covenants set forth in the tax certificate of the District issued in connection with the issuance of the Series 2023 Bonds, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2023 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2023 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this Second Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2023 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2023 Revenue Account the Series 2023 Pledged Revenues other than Series 2023 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2023 Prepayment Subaccount in the Series 2023 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at

the time of deposit to the Trustee, Series 2023 Pledged Revenues paid to the Trustee shall be deposited into the Series 2023 Revenue Account, and that Series 2023 Pledged Revenues which the District informs the Trustee constitute Series 2023 Prepayment Principal shall be deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2023 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2023 Revenue Account for deposit into the Series 2023 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2023 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2023 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2023 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2023 Bonds set forth in the form of Series 2023 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2023 Capitalized Interest Account to the Series 2023 Interest Account the lesser of (x) the amount of interest coming due on the Series 2023 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2023 Capitalized Interest Account.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2023 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2023 Interest Account of the Series 2023 Debt Service Account, an amount equal to the amount of interest payable on all Series 2023 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2023 Capitalized Interest Account in accordance with Sections 403(b) and 408(d) hereof, and less any other amount already on deposit in the Series 2023 Interest Account not previously credited;

SECOND, on May 1, 20[___], and each May 1 thereafter, to the Series 2023 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2023 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2023 Sinking Fund Account not previously credited;

THIRD, to the Series 2023 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2023 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2023 Revenue Account.

On or after each November 2, the Trustee shall first transfer to the Series 2023 Reserve Account the balance on deposit in the Series 2023 Revenue Account on such November 2 until such time as the Series 2023 Reserve Account is equal to the Series 2023 Reserve Account Requirement, and then the balance on deposit in the Series 2023 Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided, however, that on the date of such proposed transfer, the Trustee shall have its fees and expenses paid current from available moneys and the amount on deposit in the Series 2023 Reserve Account in the Reserve Fund shall be equal to the Series 2023 Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any Series 2023 Bonds.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2023 Revenue Account to the Series 2023 Rebate Account established for the Series 2023 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2023 Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2023 Acquisition and Construction Account, the Series 2023 Interest Account, and the Series 2023 Capitalized Interest Account, shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2023 Reserve Account and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2023 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2023 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2023 Reserve Account as of the most recent date on which amounts on deposit in the Series 2023 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2023 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2023 Reserve Account shall be deposited into the Series 2023 Capitalized Interest Account through November 1, 2024, and, thereafter earnings in the Series 2023 Reserve Account shall be allocated to and deposited into the Series 2023 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2023 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2023 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2023 Reserve Account shall be deposited into the Series 2023 Reserve Account until the amount on deposit therein is equal to the Series 2023 Reserve Account Requirement, and then earnings on investments in the Series 2023 Reserve Account shall be deposited into the Series 2023 Capitalized Interest Account through November 1, 2024, and, thereafter shall be allocated to and deposited into the Series 2023 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in the Series 2023 Reserve Account, prior to the deposit of any earnings in the Series 2023 Revenue Account, the amount of such proposed transfer shall instead be deposited into the Series 2023 Reserve Account until the balance on deposit therein is equal to the Series 2023 Reserve Account Requirement.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

ARTICLE VI ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. The District covenants and agrees that other than Refunding Bonds issued to refund the Outstanding Series 2023 Bonds, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2023 Trust Estate. The District further covenants and agrees that so long as the Series 2023 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2023 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if (i) such Assessments do not exceed the Maximum Assessment Levels or (ii) the Series 2023 Assessments have been Substantially Absorbed, evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. In the absence of its receipt of such certificate, the Trustee may conclusively rely that the Series 2023 Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, nothing

herein shall preclude the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2023 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Series 2023 Bonds issued hereunder. To the extent of any conflict between the Master Indenture and this Second Supplemental Indenture the terms and provisions hereof shall control.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

Section 703. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2023 Assessments levied on platted lots and pledged hereunder to secure the Series 2023 Bonds shall be collected pursuant to the "Uniform Method" prescribed by Florida Statutes and Series 2023 Assessments levied on unplatted lots or on platted lots owned by the Master Developer and pledged hereunder to secure the Series 2023 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

(b) All Series 2023 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2023 Assessment shall not be deemed to be Delinquent Assessments unless and until such Series 2023 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 704. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which

requires more than fifty percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

Section 705. Owner Direction and Consent with Respect to Series 2023 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2023 Bonds are payable solely from the Series 2023 Trust Estate which includes the Series 2023 Pledged Funds. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2023 Pledged Funds include, without limitation, all amounts on deposit in the Series 2023 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the Series 2023 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2023 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2023 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the Series 2023 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2023 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners, which consent shall be deemed given if no response is received within sixty (60) days of a request therefor.

Section 706. Additional Covenant Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2023 Assessments, including the Assessment Methodology, and to levy the Series 2023 Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2023 Bonds, when due.

Section 707. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment, and without intending to alter the same, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2023 Bonds.

Section 708. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee

to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture if such failure persists after notice and a reasonable opportunity to cure.

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IN WITNESS WHEREOF, Viera Stewardship District has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized Vice President.

VIERA STEWARDSHIP DISTRICT

(SEAL)

Todd J. Pokrywa, Chair

ATTEST:

[Name], Assistant Secretary

[Signature Page | Second Supplemental Trust Indenture]

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

Amanda Kumar, Vice President

[Signature Page | Second Supplemental Trust Indenture]

EXHIBIT A

**SUPPLEMENTAL ENGINEER'S REPORT
(VILLAGE 2 – SERIES 2023 PROJECT)**

See the Supplemental Engineer's Report (Village 2 – Series 2023 Project dated _____, 2023,
attached as Appendix A to the Limited Offering Memorandum for
the Series 2023 Bonds dated _____, 2023.

EXHIBIT B

FORM OF SERIES 2023 BONDS

No. 2023R-__

\$ _____

**United States of America
State of Florida
VIERA STEWARDSHIP DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023
(VILLAGE 2 – SERIES 2023 PROJECT)**

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	May 1, 20__	July [__], 2023	92670T ____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

VIERA STEWARDSHIP DISTRICT (the “District”), a limited, special-purpose unit of local government and an independent special district duly established and existing pursuant to Chapter 189, Florida Statutes, and the Viera Stewardship District Act, Chapter 2006-360, Laws of Florida, as amended from time to time (the “Act”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on November 1, 2023, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such

person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2023 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "\$[_____] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project)" (the "Series 2023 Bonds") issued as a Series under a Master Trust Indenture, dated as of November 1, 2021 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of July 1, 2023 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2023 Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2023 Bonds to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements (the "Series 2023 Project"); (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; (iii) make a deposit into the Series 2023 Reserve Account to be held for the benefit of all of the Series 2023 Bonds, without privilege or priority of one Series 2023 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2023 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2023 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS

REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2023 TRUST ESTATE PLEDGED TO THE SERIES 2023 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly the Act, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2023 Bonds are equally and ratably secured by the Series 2023 Trust Estate, without preference or priority of one Series 2023 Bond over another. The District covenants and agrees in the Supplemental Indenture that other than Refunding Bonds issued to refund the Outstanding Series 2023 Bonds, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2023 Trust Estate. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2023 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2023 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if (i) such Assessments do not exceed the Maximum Assessment Levels or (ii) the Series 2023 Assessments have been Substantially Absorbed. Notwithstanding the foregoing, nothing in the Indenture precludes the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2023 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District.

The Series 2023 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2023 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as

the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2023 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[___], at the Redemption Price of the principal amount of the Series 2023 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the <u>Year</u>	Amortization <u>Installment</u>
	\$
*	

* Maturity	

The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the <u>Year</u>	Amortization <u>Installment</u>
	\$
*	

* Maturity	

The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>	<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$		\$

*

* Maturity

The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>	<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$		\$

*

* Maturity

As more particularly set forth in the Indenture, any Series 2023 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2023 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2023 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2023 Bonds as set forth in the Supplemental Indenture.

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount

thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2023 Project, by application of moneys transferred from the Series 2023 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2023 Prepayment Principal, required by the Indenture to be deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account; or

(c) from amounts transferred to the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account resulting from a reduction in the Series 2023 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2023 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2023 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2023 Bonds shall be called for redemption, the particular Series 2023 Bonds or portions of Series 2023 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of each redemption of Series 2023 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2023 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2023 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2023 Bonds or such portions thereof on such date, interest on such Series 2023 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2023 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2023 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2023 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2023 Bonds as to the Series 2023 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened,

exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Viera Stewardship District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

VIERA STEWARDSHIP DISTRICT

(SEAL)

Todd J. Pokrywa, Chair, Board of Supervisors

ATTEST:

[Name], Assistant Secretary

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Eighteenth Judicial Circuit of the State of Florida, in and for Brevard County, Florida rendered on June 19, 2020.

Todd J. Pokrywa Chair, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee

Date of Authentication:

July [__], 2023

Amanda Kumar, Vice President

ABBREVIATIONS FOR SERIES 2023 BONDS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform
Transfer to Minors Act _____ (Cust.) _____ (Minor)
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT FOR SERIES 2023 BONDS

For value received, the undersigned hereby sells, assigns and transfers unto

_____ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

EXHIBIT B

FORM OF PURCHASE CONTRACT

**VIERA STEWARDSHIP DISTRICT
(Brevard County, Florida)**

**[\$[Bond Amount] Special Assessment Revenue Bonds, Series 2023
(Village 2 – Series 2023 Project)**

[BPA Date]

BOND PURCHASE AGREEMENT

Viera Stewardship District
Brevard County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter"), offers to enter into this Bond Purchase Agreement ("Purchase Agreement") with the Viera Stewardship District (the "District"). This offer is made subject to written acceptance hereof by the District at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the District at any time prior to the acceptance hereof by the District. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum or in the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$[Bond Amount] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds"). The Series 2023 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2023 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2023. The purchase price for the Series 2023 Bonds shall be \$[PP] (representing the aggregate par amount of the Series 2023 Bonds of \$[Bond Amount].00, [less/plus] [net] original issue [discount/premium] of \$[OID/OIP] and less an Underwriter's discount of \$[UD]).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2023 Bonds. The Series 2023 Bonds are being issued pursuant to the Constitution and laws of the State of Florida (the "State"), including the Viera Stewardship District Act, Chapter 2006-360, Laws of Florida, as amended (the "Act"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District. The Series 2023 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of November

1, 2021 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of July 1, 2023, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), and Resolution Nos. 2020-01 and 2023-[__], adopted by the Board of Supervisors of the District (the "Board") on March 19, 2020 and June [13], 2023, respectively (collectively, the "Bond Resolution"), authorizing the issuance of the Series 2023 Bonds. The Series 2023 Assessments comprising the Series 2023 Pledged Revenues have been levied by the District on the lands within the District specially benefited by the Series 2023 Project pursuant to Resolution No. 2020-02 adopted by the Board on March 19, 2020, Resolution No. 2020-05 adopted by the Board on May 8, 2020 and Resolution No. 2023-[__] adopted by the Board on June [13], 2023 (collectively, the "Assessment Resolutions").

Consistent with the requirements of the Indenture and the Act, the Series 2023 Bonds are being issued to (a) finance a portion of the Cost of the Series 2023 Project, (b) pay certain costs associated with the issuance of the Series 2023 Bonds, (c) make a deposit into the Series 2023 Reserve Account to be held for the benefit of all of the Series 2023 Bonds, without privilege or priority of one Series 2023 Bond over another, and (d) pay the interest to become due on the Series 2023 Bonds through November 1, 2024.

The principal and interest on the Series 2023 Bonds are payable from and secured by the Series 2023 Trust Estate, which includes the Series 2023 Pledged Revenues and the Series 2023 Pledged Funds. The Series 2023 Pledged Revenues consist primarily of the revenues received by the District from the Series 2023 Assessments levied against certain lands in the District that are subject to assessment as a result of the Series 2023 Project or any portion thereof. The Series 2023 Pledged Funds include all of the Funds and Accounts (except for the Series 2023 Rebate Account) established by the Indenture.

At the time of issuance of the Series 2023 Bonds, the District, The Viera Company, a Florida corporation (the "Master Developer"), A. Duda & Sons, Inc., a Florida corporation ("DUDA") and/or Pulte Home Company, LLC, a Michigan limited liability company ("Pulte") will enter into:

(a) the Continuing Disclosure Agreement (the "TVC/DUDA Continuing Disclosure Agreement") among the District, the Master Developer, DUDA and Wrathell, Hunt & Associates, LLC (the "Dissemination Agent") dated as of the date of Closing (hereinafter defined);

(b) the Continuing Disclosure Agreement (the "Pulte Continuing Disclosure Agreement") between Pulte and the Dissemination Agent dated as of the date of Closing;

(c) the [Tri-Party Agreement Regarding the True-Up and Payment of 2023 Assessments] among the District, the Master Developer and DUDA (the "True-Up Agreement") dated as of the date of Closing;

(d) the [Tri-Party Collateral Assignment Agreement] among the District, the Master Developer and DUDA (the "Collateral Assignment") dated as of the date of Closing;

(e) the [Agreement Between the District and the Master Developer Regarding the Completion of District Improvements] (the "Completion Agreement") dated as of the date of Closing;

(f) the [Declaration of Consent to Jurisdiction of the District and to Imposition of Special Assessments (Village 2)] by the Master Developer (the "TVC Declaration of Consent") dated as of the date of Closing; and

(g) the [Declaration of Consent to Jurisdiction of the District and to Imposition of Special Assessments (Village 2)] by DUDA (the "DUDA Declaration of Consent") dated as of the date of Closing.

For purposes hereof, this Purchase Agreement, the Indenture, the TVC/DUDA Disclosure Agreement, the Pulte Disclosure Agreement, the True-Up Agreement, the Collateral Assignment, the Completion Agreement, the TVC Declaration of Consent and the DUDA Declaration of Consent, are referred to herein collectively as the "Financing Documents."

3. Delivery of Limited Offering Memorandum and Other Documents.

(a) Prior to the date hereof, the District provided to the Underwriter for its review the Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), that the District deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule") in connection with the pricing of the Series 2023 Bonds. The District hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The District shall deliver, or cause to be delivered, at its expense, to the Underwriter, within seven (7) business days after the date hereof, or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least one (1) business day prior to the date of Closing, or within such other period as the Underwriter may inform the District which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, sufficient copies of the final Limited Offering Memorandum (the "Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of the State and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the District are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the District as shall be sufficient to enable the Underwriter to comply with the requirements of the SEC Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under state and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The District authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in

connection with the limited public offering and sale of the Series 2023 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2023 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (1) ninety (90) days from the "end of the underwriting period" (as defined in the SEC Rule), or (2) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the District has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter and if, in the reasonable opinion of the District or the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the District, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2023 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The District will promptly notify the Underwriter of the occurrence of any event of which it has knowledge which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2023 Bonds are hereinafter included within the term "Limited Offering Memorandum."

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past 36 months, as all such terms are defined in Section 287.133, Florida Statutes.

5. Offering and Sale of Series 2023 Bonds. The Underwriter agrees to make a bona fide limited offering to "accredited investors" representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2023 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A attached hereto; provided, however, that the Underwriter may (a) offer and sell the Series 2023 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A attached hereto, or (b) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2023 Bonds. The Underwriter agrees to assist the District in establishing the issue price as provided in Section 20 hereof.

The District hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2023 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the

date hereof of the Preliminary Limited Offering Memorandum in connection with such limited public offering and sale.

6. District Representations, Warranties, Covenants and Agreements.

The District represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of Closing:

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State, with full legal right, power and authority to (1) impose, levy and collect the Series 2023 Assessments in the manner described in the Limited Offering Memorandum, (2) issue the Series 2023 Bonds for the purposes for which they are to be issued, as described in the Limited Offering Memorandum, (3) secure the Series 2023 Bonds as provided by the Indenture, (4) enter into the Financing Documents to which it is a party, (5) carry out and consummate all of the transactions contemplated by the Bond Resolution, the Assessment Resolutions and the Financing Documents to which it is a party, and (6) undertake the completion of the Series 2023 Project.

(b) The District has complied and will at Closing be in compliance in all respects with the Bond Resolution, the Assessment Resolutions, the Act, and the Constitution and laws of the State in all matters relating to the Financing Documents and the Series 2023 Bonds, and the imposition, levy and collection of the Series 2023 Assessments.

(c) The District has, or by Closing will have, duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Bond Resolution, the Assessment Resolutions, the Financing Documents to which it is a party, the Series 2023 Assessments and the Series 2023 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Series 2023 Assessments, the Series 2023 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents to which the District is a party constitutes, or will constitute at Closing, a legally valid and binding obligation of the District enforceable in accordance with its terms and, upon due authorization, execution and delivery thereof by the parties thereto, will constitute a legally valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2023 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legally valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2023 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2023 Bonds, a legally valid and binding pledge of and a security interest

in and to the Series 2023 Trust Estate pledged to the Series 2023 Bonds, subject only to the provisions of the Indenture permitting the application of such Series 2023 Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be obtained or made simultaneously with the issuance of the Series 2023 Bonds, is required to be obtained or made by the District in connection with the issuance and sale of the Series 2023 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under, the Financing Documents to which it is a party and the Series 2023 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) Other than as disclosed in the Limited Offering Memorandum, the District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, the Financing Documents to which it is a party, the Series 2023 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument except as otherwise stated herein.

(i) The execution and delivery by the District of the Financing Documents, the Series 2023 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2023 Bonds, or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Series 2023 Bonds, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2023 Bonds, the Financing Documents to which it is a party, the Series 2023 Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from

gross income for federal income tax purposes of the interest on the Series 2023 Bonds, (6) the exemption under the Act of the Series 2023 Bonds and the interest thereon from taxation imposed by the State, (7) the legality of investment in the Series 2023 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2023 Bonds, or (9) the collection of the Series 2023 Assessments and the pledge thereof under the Indenture to pay the principal, premium, if any, and interest on the Series 2023 Bonds.

(k) The District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2023 Trust Estate pledged to the Series 2023 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2023 Bonds.

(l) Between the date of this Purchase Agreement and the date of Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Purchase Agreement nor any statement, certificate, document or exhibit furnished or to be furnished by the District pursuant to this Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company, the Underwriter, or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2023 BONDS – Book-Entry Only System," "THE DISTRICT – District Manager," "VIERA," "THE MASTER DEVELOPER," "VILLAGE 2," "TAX MATTERS," "CONTINUING DISCLOSURE – Master Developer and DUDA Continuing Compliance," "CONTINUING DISCLOSURE – Pulte Continuing Compliance," "LITIGATION – Master Developer," "LITIGATION – DUDA" and "UNDERWRITING."

(o) Except as disclosed in the Limited Offering Memorandum, the District is not in default and has not been in default at any time after December 31, 1975, as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on [Closing Date], or at such earlier or later time or date to which the District and the Underwriter may mutually agree, the District will, subject to the terms and conditions hereof, deliver the Series 2023 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned and, subject to the terms and conditions hereof, the

Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2023 Bonds as set forth in Section 1 hereof (such delivery of and payment for the Series 2023 Bonds is herein called the "Closing"). The District shall cause CUSIP identification numbers to be printed on the Series 2023 Bonds, but neither the failure to print such number on any Series 2023 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2023 Bonds in accordance with the terms of this Purchase Agreement. The Closing shall occur at the offices of the District or such other place to which the District and the Underwriter shall have mutually agreed. The Series 2023 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2023 Bonds.

8. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties, covenants and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of Closing. Accordingly, the Underwriter's obligations under this Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2023 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) the representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement and the Indenture as of the date of Closing;

(b) at the Closing, (1) the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Series 2023 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2023 Bonds all such action as in the reasonable opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to which it is a party to be performed at or prior to the Closing, and

(5) the Series 2023 Bonds shall have been duly authorized, executed, authenticated and delivered; and

(c) at or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) a certificate of the District, dated the date of Closing, regarding the Limited Offering Memorandum and no default;

(2) the Bond Resolution and Assessment Resolutions, certified by authorized officers of the District under its seal as true and correct copies and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) copies of the Master Indenture and Supplemental Indenture;

(4) a copy of the Limited Offering Memorandum, and any amendments or supplements thereto;

(5) a certificate of the District, dated the date of Closing, signed on its behalf by the Chair or Vice Chair and the Secretary or an Assistant Secretary of its Board of Supervisors, in substantially the form attached hereto as Exhibit C;

(6) an opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(7) a supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (A) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to it, (B) the Series 2023 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (C) Bond Counsel has reviewed (i) the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2023 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS" (other than the portions thereof captioned "Agreement for Assignment of Development Rights," "Completion Agreement" and "True-Up Agreement") and is of the opinion that insofar as such statements purport to summarize certain provisions of the Series 2023 Bonds and the Indenture, such statements are accurate summaries of the provisions purported to be summarized therein, and (ii) the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believes that such information is accurate;

(8) an opinion, dated the date of Closing, of Kilinski | Van Wyk PLLC, Tallahassee, Florida, District Counsel, in substantially the form attached hereto as Exhibit D;

(9) an opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(10) an opinion, dated the date of Closing and addressed to the Underwriter, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to the Underwriter and the District and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(11) a certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2023 Bonds will be used in a manner that would cause the Series 2023 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(12) specimen Series 2023 Bonds;

(13) executed Financing Documents;

(14) a copy of the executed Letter of Representations between the District and DTC;

(15) copies of the Master Assessment Methodology Report dated March 31, 2020, and the [Second Supplemental Assessment Methodology Report], dated on or about the date hereof, each prepared by the Assessment Consultant;

(16) a certificate of the Assessment Consultant, in substantially the form attached hereto as Exhibit E;

(17) copies of the Master Engineer's Report for Capital Improvements, dated March 31, 2020, and the [Supplemental Engineer's Report for Capital Improvements], dated [_____], 2023, each prepared by the Consulting Engineer;

(18) a certificate of the Consulting Engineer, in substantially the form attached hereto as Exhibit F;

(19) a certificate of the District Manager and Dissemination Agent, in substantially the form attached hereto as Exhibit G;

(20) a certificate of the Master Developer, in substantially the form attached hereto as Exhibit H and an opinion of counsel to the Master Developer in substantially the form attached hereto as Exhibit I;

(21) an opinion of counsel to DUDA in form and substance satisfactory to Underwriter and Underwriter's Counsel;

(22) evidence of compliance with the requirements of Section 189.051 and Section 215.84, Florida Statutes;

(23) copies of the final judgment and certificate of no appeal; and

(24) such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2023 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the date of Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payment for, the Series 2023 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2023 Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2023 Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder; provided, however, that the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Purchase Agreement by written notice to the District in the event that between the date hereof and the date of Closing:

(a) the marketability of the Series 2023 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by (1) an amendment to the Constitution of the United States, (2) any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (A) enacted or adopted by the United States, (B) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (C) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, (3) any decision of any court of the United States, (4) any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury

Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, (5) a release or announcement or communication issued or sent by the Treasury Department of the United States or the Internal Revenue Service, or (6) any comparable legislative, judicial or administrative development affecting the federal tax status of the District, its property or income, obligations of the general character of the Series 2023 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulation shall be introduced in, or be enacted or adopted in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by it; or

(c) any amendment to the Limited Offering Memorandum is proposed by the District or deemed necessary by Bond Counsel or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by it; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2023 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission (the "SEC") which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2023 Bonds to be registered under the Securities Act of 1933, as amended (the "1933 Act"), or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the SEC or any other governmental authority having jurisdiction of the subject matter of the Series 2023 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the District to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2023 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2023 Bonds is or would be in violation of any of the federal securities laws at Closing, including the 1933 Act, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the 1939 Act, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of either the Series 2023 Bonds as contemplated hereby, or of obligations of the general character of the Series 2023 Bonds; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the District or proceedings under federal or State bankruptcy laws shall have been instituted by the District, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect the market price or the marketability of the Series 2023 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2023 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or State authorities which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by it; or

(i) any national securities exchange or any governmental authority shall impose, as to the Series 2023 Bonds or obligations of the general character of the Series 2023 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by it; or

(j) legal action shall have been filed against the District wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2023 Bonds, the Bond Resolution, the Assessment Resolutions or any of the Financing Documents; provided, however, that as to any such litigation, the District may request and the Underwriter may accept an opinion by Bond Counsel, or other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the District's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the District, the District fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the

statements made therein, in light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2023 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the District, the District fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) the Internal Revenue Service makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Internal Revenue Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2023 Bonds, or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2023 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, (2) the fees and disbursements of Bond Counsel, District Counsel, Underwriter's Counsel, Wrathell, Hunt & Associates, LLC, as Assessment Consultant, BSE Consultants, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager, (3) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture and (4) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2023 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale, and (2) out-of-pocket expenses and advertising incurred by it in connection with the offering and distribution of the Series 2023 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Attn: Brett Sealy

The District:

Viera Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

Copy to District Counsel:

Kilinski | Van Wyk PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Jennifer Kilinski, Esq.

12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assignees of the District or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Underwriter, (b) the delivery of and payment for the Series 2023 Bonds pursuant to this Purchase Agreement, or (c) any termination of this Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.

14. Effectiveness. This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as a net original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

17. Florida Law Governs. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State.

18. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The District is proposing to issue \$[Bond Amount].00 of its Series 2023 Bonds for the purposes described in Section 2 hereof. This obligation is expected to be repaid over a period of approximately [___] years. At a true interest cost of approximately [TIC]%, total interest paid over the life of the obligation will be \$[_____].

(b) The sources of repayment for the Series 2023 Bonds are the Series 2023 Pledged Revenues and the Series 2023 Pledged Funds (as described in Section 2 hereof). Authorizing this obligation will result in an average of approximately \$[_____] not being available to finance other services of the District every year for approximately [___] years; provided however, that in the event that the Series 2023 Bonds were not issued, the District would not be entitled to impose and collect the Series 2023 Assessments in the amount of the principal of and interest to be paid on the Series 2023 Bonds.

19. No Advisory or Fiduciary Role. The District acknowledges and agrees that (a) the purchase and sale of the Series 2023 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor, as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2023 Bonds, (e) the Underwriter has financial and other interests that differ from those of the District, and (f) the District has received the Underwriter's G-17 Disclosure Letter.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series 2023 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2023 Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price at which 10% of each maturity of the Series 2023 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Series 2023 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2023 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2023 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred,

until the 10% test has been satisfied as to the Series 2023 Bonds of that maturity or until all Series 2023 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2023 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2023 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2023 Bonds, the Underwriter will neither offer nor sell unsold Series 2023 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2023 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Series 2023 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Series 2023 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (1) "public" means any person other than an underwriter or a related party;
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2023 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2023 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2023 Bonds to the public);
- (3) a purchaser of any of the Series 2023 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit

interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

[Remainder of Page Intentionally Left Blank]

21. Entire Agreement. This Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the District or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____
Brett Sealy, Managing Partner

Accepted by:

VIERA STEWARDSHIP DISTRICT

By: _____
Todd J. Pokrywa, Chair,
Board of Supervisors

EXHIBIT A

**MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS,
PRICES AND INITIAL CUSIP NUMBERS†**

Maturity Date	Principal Amount	Interest Rate	Yield	Price	CUSIP†
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* Represents maturity for which 10% test has been met as of sale date.

† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

Redemption Provisions

Optional Redemption. The Series 2023 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[___], at the Redemption Price of the principal amount of the Series 2023 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Redemption. The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2023 Bond maturing May 1, 2041, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2023 Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

As more particularly set forth in the Indenture, any Series 2023 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2023 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2023 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2023 Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2023 Project, by application of moneys transferred from the Series 2023 Acquisition and Construction Account to the Series 2023 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2023 Prepayment Principal, required by the Indenture to be deposited into the Series 2023 Prepayment Subaccount; or

(c) from amounts transferred to the Series 2023 Prepayment Subaccount resulting from a reduction in the Series 2023 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2023 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2023 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2023 Bonds shall be called for redemption, the particular Series 2023 Bonds or portions of Series 2023 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

EXHIBIT B

**[\$[Bond Amount] Viera Stewardship District
Special Assessment Revenue Bonds, Series 2023
(Village 2 – Series 2023 Project)**

DISCLOSURE STATEMENT

[BPA Date]

Viera Stewardship District
Brevard County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2023 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Series 2023 Bonds pursuant to a Bond Purchase Agreement, dated as of [BPA Date] (the "Purchase Agreement"), between the Underwriter and Viera Stewardship District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2023 Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$[UD] (approximately []%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2023 Bonds is \$[_____]. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2023 Bonds.

(d) The components of the Underwriter's discount are as follows:

	<u>Per \$1,000</u>
Management Fee	
Takedown	
Expenses	_____

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2023 Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____
Brett Sealy, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses

Communication

Day Loan

Clearance & Settlement Charges

CUSIP / DTC

Contingency

Total

EXHIBIT C

FORM OF CERTIFICATE OF DISTRICT

The undersigned, as Chair and Assistant Secretary, respectively, of the Board of Supervisors (the "Board") of Viera Stewardship District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 189, Florida Statutes, and Chapter 2006-360, Laws of Florida, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter"), in satisfaction of Section 8(c)(5) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement") in connection with the issuance by the District of its \$[Bond Amount] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement):

1. Todd J. Pokrywa is the duly appointed and acting Chair of, and Craig Wrathell is a duly appointed and acting Assistant Secretary to, the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected or appointed, qualified and acting members of the Board:

<u>Name</u>	<u>Term Expires November</u>
Todd J. Pokrywa*	2026
Amy Mitchell*	2026
Cathleen Conley*	2026
Tiffani Bissett	2024
Christopher Wright	2024

* Affiliate or employee of the Master Developer or DUDA.

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the Board, holding the office of appointment set forth opposite their names, respectively:

<u>Name</u>	<u>Title</u>
Todd J. Pokrywa	Chair
Amy Mitchell	Vice Chair
Cathleen Conley	Assistant Secretary
Tiffani Bissett	Assistant Secretary
Christopher Wright	Assistant Secretary
Craig Wrathell	Assistant Secretary/Assistant Treasurer
Cindy Cerbone	Assistant Secretary
Paul J. Martell	Treasurer
Jeffrey Pinder	Assistant Treasurer

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. At duly called and held meetings of the Board on March 19, 2020 and June [13], 2023, the Board duly adopted Resolution Nos. 2020-01 and 2023-[_], respectively (collectively, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. At duly called and held meetings of the Board on March 19, 2020, May 8, 2020 and June [13], 2023, the Board duly adopted Resolution Nos. 2020-02, 2020-05, and 2023-[_] (collectively, the "Assessment Resolution"), which Assessment Resolution remains in full force and effect on the date hereof.

7. The above referenced meetings of the Board at which the Bond Resolution and Assessment Resolution were adopted were duly called in accordance with applicable law and at said meetings a quorum was present and acted throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolution, the Assessment Resolution, the Indenture, the Series 2023 Bonds or any documents related to the issuance of the Series 2023 Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, and all laws amendatory thereof and supplementary thereto.

8. The District has complied with the provisions of the Act and Chapters 170 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2023 Assessments.

9. Upon authentication and delivery of the Series 2023 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolution or the Indenture.

10. Each of the representations and warranties made by the District in the Purchase Agreement is true and accurate on and as of this date.

11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2023 Bonds pursuant to the Purchase Agreement, the Bond Resolution, the Assessment Resolution and the Indenture.

12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material or adverse change has occurred in the business, properties, other assets or financial position of the District or results of operations of the District, and to the best of our knowledge, the District has not, since the date of the Limited Offering

Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system, or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2023 BONDS – Book-Entry Only System," "THE DISTRICT – District Manager," "VIERA," "THE MASTER DEVELOPER," "VILLAGE 2," "TAX MATTERS," "CONTINUING DISCLOSURE – Master Developer and DUDA Continuing Compliance," "CONTINUING DISCLOSURE – Pulte Continuing Compliance," "LITIGATION – Master Developer," "LITIGATION – DUDA" and "UNDERWRITING." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

14. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2023 Bonds or the imposition, levy and collection of the Series 2023 Assessments or the pledge thereof to the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds, (b) questioning or affecting the validity of any provision of the Series 2023 Bonds, the Bond Resolution, the Assessment Resolution, the Financing Documents or the Series 2023 Assessments, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2023 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State, (e) contesting or affecting the Series 2023 Assessments or the Series 2023 Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Series 2023 Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Series 2023 Bonds and the interest thereon under State law or the legality for investment therein.

15. To the best of our knowledge, the interest rates on the Series 2023 Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have executed this certificate and affixed the official seal of the District as of the [___] day of July, 2023.

(SEAL)

By: _____
Todd J. Pokrywa, Chair,
Board of Supervisors
Viera Stewardship District

By: _____
Craig Wrathell, Assistant Secretary,
Viera Stewardship District

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

[Closing Date]

Viera Stewardship District
Brevard County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank Trust Company, National Association, as successor Trustee
Fort Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: Viera Stewardship District \$[Bond Amount] Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds")

Ladies and Gentlemen:

We serve as counsel to the Viera Stewardship District ("**District**"), a local unit of special purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[Bond Amount] Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "**Series 2023 Bonds**"). This letter is delivered to you pursuant to Section 207(b)(iii) of the Master Indenture (defined below), and Section 8(c)(8) of the Bond Purchase Agreement (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Chapter 2006-360, Laws of Florida, effective on June 23, 2006, establishing the District ("**Act**");
2. Chapter 2009-249, Laws of Florida, effective on June 1, 2009, amending the boundaries of the District;
3. *Master Trust Indenture*, dated as of November 1, 2021 ("**Master Indenture**"), as supplemented by the *Second Supplemental Trust Indenture*, dated as of July 1, 2023 ("**Second Supplemental Trust Indenture**," and together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee ("**Trustee**");
4. Resolution Nos. 2020-01 and 2023-[] (together, "**Bond Resolution**");

5. the *Master Engineer's Report for Capital Improvements*, dated March 31, 2020, which describes among other things, the "**Capital Improvement Plan**" and the [*Supplemental Engineer's Report Village 2 – Series 2023 Project*], dated [____], 2023, which describes the "**Series 2023 Project**";
6. *Master Assessment Methodology Report*, dated March 31, 2020, and the [*Second Supplemental Assessment Methodology Report*], dated [BPA Date] (together, "**Assessment Methodology**");
7. Resolution Nos. 2020-02, 2020-05 and 2023-[____] (collectively, "**Assessment Resolutions**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Series 2023 Bonds;
8. the *Final Judgment* issued on June 19, 2020, by the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Brevard County, Florida in Case No. 05-CA2020-023030;
9. the Preliminary Limited Offering Memorandum dated [PLOM Date] ("**PLOM**") and Limited Offering Memorandum dated [BPA Date] ("**LOM**");
10. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Series 2023 Bonds;
11. certain certifications of BSE Consultants, Inc., as "**Consulting Engineer**," and Wrathell, Hunt & Associates, LLC, as "**District Manager and Assessment Consultant**";
12. opinion(s) of Bryant Miller Olive P.A. ("**Bond Counsel**") in connection with the sale and issuance of the Series 2023 Bonds;
13. opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and the Underwriter in connection with the sale and issuance of the Series 2023 Bonds;
14. Opinions of in-house counsel for The Viera Company ("**TVC**") and A. Duda & Sons, Inc. ("**Duda**"), issued to the District and the Underwriter in connection with the sale and issuance of the Series 2023 Bonds;
15. the following agreements ("**Bond Agreements**"):
 - (a) the *Continuing Disclosure Agreement*, dated [Closing Date] among the District, TVC, Duda and a dissemination agent;
 - (b) the *Continuing Disclosure Agreement*, dated [Closing Date] between Pulte Home Company, LLC ("**Pulte**"), and a dissemination agent;
 - (c) the *Bond Purchase Agreement ("**BPA**")* between the Underwriter and the District, dated [BPA Date];
 - (d) the [*Agreement between the District and TVC Regarding the Completion of District Improvements*], dated [Closing Date];
 - (e) the [*Tri-Party Agreement Regarding the True-Up and Payment of 2023 Assessments*], between the District, TVC, and Duda, dated [Closing Date];
 - (f) the [*Tri-Party Collateral Assignment Agreement*] between the District, TVC, and Duda, dated [Closing Date];
16. a *Declaration of Consent* executed by TVC;
17. a *Declaration of Consent* executed by Duda; and
18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the Consulting Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel

to the Underwriter, TVC, DUDA, counsel to TVC and DUDA, and others relative to the LOM and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Series 2023 Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent. That said, this opinion may be relied upon by Bryant Miller Olive P.A., serving as bond counsel to the District, for the limited purposes of the following opinions: (1) that under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government, and (2) that each member of the Board has taken and subscribed to the oath of affirmation required by the laws of the State of Florida.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a special district under Chapter 189, *Florida Statutes*, and pursuant to the Act, with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Indenture, the Series 2023 Bonds and the Bond Agreements; (b) to issue the Series 2023 Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Series 2023 Trust Estate to secure the Series 2023 Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolutions; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolutions, the Bond Agreements, the Series 2023 Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to adopt and execute the Assessment Resolutions and to levy and impose the Debt Assessments, as set forth in the Assessment Resolutions, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Series 2023 Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly

approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Series 2023 Bonds have been fulfilled.

4. **Validation** – The Series 2023 Bonds have been validated by a final judgment of the Circuit Court in and for Brevard County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolutions; (b) the issuance, sale, execution and delivery of the Series 2023 Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPC, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Agreement for Assignment of Development Rights," "– Completion Agreement," "– True-Up Agreement," "– Enforcement of Completion Agreement and True-Up Agreement," and "– Enforcement and Collection of Series 2023 Assessments," "THE DISTRICT" (excluding the subcaption "District Manager"), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – District," "CONTINUING DISCLOSURE – District Continuing Compliance," and "VALIDATION," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Series 2023 Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – Based on inquiry of the District's Registered Agent and the fact that they have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2023 Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Series 2023 Trust Estate pledged for the payment of the debt service on the Series 2023 Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Series 2023 Bonds or the validity or enforceability of the Series 2023 Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or

affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Series 2023 Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Series 2023 Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Series 2023 Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Series 2023 Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Series 2023 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Series 2023 Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, project, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether TVC and/or DUDA is able to convey good and marketable title to any particular real property or interest therein and related to the Serie 2023 Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

EXHIBIT E

FORM OF CERTIFICATE OF ASSESSMENT CONSULTANT

[Closing Date]

Viera Stewardship District
Brevard County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

I, Craig Wrathell, Managing Member of Wrathell, Hunt & Associates, LLC ("WHA"), do hereby certify to Viera Stewardship District (the "District") and MBS Capital Markets, LLC (the "Underwriter"), in connection with the issuance, sale and delivery by the District on this date of its \$[Bond Amount] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds") as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum") of the District relating to the Series 2023 Bonds):

1. WHA has been retained by the District to prepare the Master Assessment Methodology Report, dated March 31, 2020, and the [Second Supplemental Assessment Methodology Report], dated [BPA Date], comprising a part of the assessment proceedings of the District (collectively, the "Report");

2. the Series 2023 Assessments when, as and if finally determined in accordance with the methodology set forth in such Report will be sufficient to meet the debt service requirements on the Series 2023 Bonds;

3. the Series 2023 Project provides a special benefit to the properties assessed and the Series 2023 Assessments are fairly and reasonably allocated to the properties assessed;

4. WHA consents to the use of the Report included as Appendix B to the Limited Offering Memorandum;

5. WHA consents to the references to the firm in the Limited Offering Memorandum;

6. the Report was prepared in accordance with all applicable provisions of Florida law;

7. except as disclosed in the Limited Offering Memorandum, WHA knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; and

8. the information contained in the Report and in the Limited Offering Memorandum under the caption "ASSESSMENT METHODOLOGY" is true and correct in all material respects and such information did not, and does not, contain any untrue

statement of a material fact and did not, and does not, omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

WRATHELL, HUNT & ASSOCIATES, LLC

By: _____
Craig Wrathell, Managing Member

EXHIBIT F

FORM OF CERTIFICATE OF CONSULTING ENGINEER

[Closing Date]

Viera Stewardship District
Brevard County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Viera Stewardship District Special Assessment Revenue Bonds, Series 2023
(Village 2 – Series 2023 Project) (the "Series 2023 Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Viera Stewardship District (the "District"). This Certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Agreement, dated [BPA Date], between the District and MBS Capital Markets, LLC (the "Purchase Agreement"), relating to the sale of the Series 2023 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Purchase Agreement or in the Limited Offering Memorandum, dated [BPA Date], relating to the Series 2023 Bonds (the "Limited Offering Memorandum").

1. BSE Consultants, Inc. (the "Firm"), has been retained by the District to serve as the Consulting Engineer and to prepare the Master Engineer's Report for Capital Improvements, dated March 31, 2020, and the [Supplemental Engineer's Report for Capital Improvements], dated [_____], 2023 (collectively, the "Report"), included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report was prepared in accordance with generally accepted engineering practices. The cost estimates in the Report are fair, reasonable, and consistent with current market conditions, and do not exceed the lesser of the actual costs of completing the Series 2023 Project or fair market value thereof.

3. In connection with the preparation of the Report personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Series 2023 Project. The Series 2023 Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the headings "THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2023 PROJECT" and "VILLAGE 2" and in Appendix "A" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Series 2023 Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or made or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Series 2023 Project as described in the Limited Offering Memorandum will not be obtained as required, and there is no reason to believe it is not feasible to complete the Series 2023 Project as planned. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The proceeds of the Series 2023 Bonds deposited in the Series 2023 Acquisition and Construction Account created under the Indenture together with the investment earnings thereon and developer contributions, shall be sufficient to complete the Series 2023 Project.

BSE CONSULTANTS, INC.

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF CERTIFICATE OF DISTRICT MANAGER AND DISSEMINATION AGENT

[Closing Date]

Viera Stewardship District
Brevard County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

I, Craig Wrathell, Managing Member of Wrathell, Hunt & Associates, LLC ("WHA"), do hereby certify to Viera Stewardship District (the "District") and MBS Capital Markets, LLC (the "Underwriter"), in connection with the issuance, sale and delivery by the District on this date of its \$[Bond Amount] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated [BPA Date] (the "Limited Offering Memorandum") of the District relating to the Series 2023 Bonds):

1. WHA has acted as District Manager to the District in connection with the issuance of the Series 2023 Bonds;

2. WHA consents to the references to the firm in the Limited Offering Memorandum;

3. as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, or any information provided by us, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

4. as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2023 Bonds, or in any way contesting or affecting the validity of the Series 2023 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2023 Bonds, or the existence or powers of the District; and

5. WHA has agreed to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement. In its capacity as Dissemination Agent, WHA is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 and WHA has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

WRATHELL, HUNT & ASSOCIATES, LLC

By: _____
Craig Wrathell, Managing Member

EXHIBIT H

FORM OF CERTIFICATE OF MASTER DEVELOPER

[Closing Date]

Viera Stewardship District
Brevard County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

The undersigned, the duly authorized representative of **THE VIERA COMPANY**, a Florida corporation (the "Master Developer"), the developer of Village 2 within Viera (the "Development"), does hereby certify to the **VIERA STEWARDSHIP DISTRICT** (the "District") and **MBS CAPITAL MARKETS, LLC** (the "Underwriter"), that:

1. This Certificate is furnished pursuant to Section 8(c)(20) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement"), relating to the sale by the District of its \$[Bond Amount] Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Agreement.

2. The Master Developer is a corporation organized and existing under the laws of the State of Florida.

3. Representatives of the Master Developer have provided information to the District and the Underwriter to be used in connection with the offering by the District of the Series 2023 Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [PLOM Date] (the "Preliminary Limited Offering Memorandum") and a Limited Offering Memorandum dated [BPA Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda").

4. The Financing Documents to which the Master Developer is a party constitute valid and binding obligations of the Master Developer enforceable against the Master Developer in accordance with their respective terms.

5. The Master Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2023 PROJECT," "ASSESSMENT METHODOLOGY," "VIERA," "THE MASTER DEVELOPER," "VILLAGE 2," "CONTINUING DISCLOSURE – Master Developer and DUDA Continuing Compliance" and "LITIGATION – Master Developer" and with respect to the Master Developer and the Development under the captions "INTRODUCTION" and "BONDOWNERS' RISKS" and warrants and represents that such information did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, the Master Developer is not aware of any other information in the

Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Master Developer represents and warrants that it has complied with and will continue to comply with Section 6(28) of the Act and upon being provided with a disclosure of public financing will comply with Section 6(5) of the Act.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Master Developer which has not been disclosed in the Limited Offering Memoranda and/or in all other information provided by the Master Developer to the Underwriter or the District.

8. The Master Developer hereby consents to the levy of the Series 2023 Assessments on the lands in the District owned by the Master Developer. The levy of the Series 2023 Assessments on the lands in the District owned by the Master Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Master Developer is a party or to which its property or assets are subject. The Master Developer agrees and acknowledges that the Series 2023 Assessments are valid and binding first liens on the real property on which they have been levied which is owned by the Master Developer.

9. The Master Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Master Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Master Developer acknowledges that the Series 2023 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2023 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2023 Bonds when due.

11. To my actual knowledge, the Master Developer is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Master Developer is subject or by which the Master Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents or on the Development, and further, the Master Developer is current in the payment of all federal and state taxes associated with the Development due and payable by the Master Developer and all real property ad valorem taxes on all lands for the year 2022 and prior years subject to the Series 2023 Assessments and owned by the Master Developer.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, to my actual knowledge, threatened against the Master Developer (or any basis

therefor) (a) seeking to restrain or enjoin the execution or delivery of the Financing Documents to which the Master Developer is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the Master Developer, or of the Master Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Master Developer.

13. To my actual knowledge, the Master Developer is not in breach, in any material respect, of any provision of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use, (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received, (c) the Master Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Master Developer's ability to complete or cause the completion of development of the Development as described in the Limited Offering Memoranda and all appendices thereto, and (d) there is no reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained as required.

14. The Master Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, to prepay, without interest, the Series 2023 Assessments imposed on lands in the District owned by the Master Developer within thirty (30) days following completion of the Series 2023 Project and acceptance thereof by the District.

15. The Master Developer has never failed to timely comply with disclosure obligations pursuant to SEC Rule 15c2-12 which are applicable to the Master Developer, other than as noted in the Limited Offering Memorandum under the heading "CONTINUING DISCLOSURE" and the Master Developer is not insolvent.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Master Developer as of the date set forth above.

THE VIERA COMPANY,
a Florida corporation

By: _____
Name: _____
Title: _____

EXHIBIT I

FORM OF OPINION OF COUNSEL TO MASTER DEVELOPER

[Closing Date]

Viera Stewardship District
Brevard County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Viera Stewardship District (Viera, Florida) \$[Bond Amount] Special
Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project)
(the "Bonds")

Ladies and Gentlemen:

I am General Counsel of The Viera Company, a Florida corporation (the "Developer"), which is the owner and developer of certain land within "Viera", a master planned development of regional impact (as such term is defined in Chapter 380, Florida Statutes), located in unincorporated Brevard County, Florida, as such lands are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered in connection with the issuance by the Viera Stewardship District (the "District") of the Bonds as described in the District's Preliminary Limited Offering Memorandum dated [PLOM Date] and the District's final Limited Offering Memorandum, dated [BPA Date], including the appendices attached thereto (collectively, the "Limited Offering Memoranda"). Capitalized terms not defined herein shall have the meaning set forth in the Limited Offering Memoranda. It is my understanding that the Bonds are being issued to provide funds to (i) finance the acquisition or construction of certain public infrastructure improvements located within Village 2 of Viera, collectively referred to as the Series 2023 Project, (ii) fund the Series 2023 Reserve Account in an amount equal to the Series 2023 Reserve Account Requirement, (iii) pay the costs of issuance of the Bonds, and (iv) pay the interest to become due on the Bonds through November 1, 2024.

In my capacity as general counsel, I have examined originals or copies identified to my satisfaction as being true copies of the Limited Offering Memoranda, the [Agreement Regarding the Completion of District Improvements] by and between the District and the Developer dated as of [Closing Date] (the "Closing Date") (the "Completion Agreement"), the [Tri-Party Collateral Assignment Agreement] relating to the collateral assignment of development rights between the District, the Developer and Developer's corporate parent, A. Duda & Sons, Inc., a Florida corporation, dated as of the Closing Date (the "Collateral Assignment"), and the [Tri-Party Agreement Regarding the True-Up and Payment of 2023 Assessments] by and between the District, the Developer and Developer's corporate parent, A. Duda & Sons, Inc., a Florida corporation, dated as of the Closing Date (the "True-Up Agreement"), the Declaration of Consent to Jurisdiction of the Viera Stewardship District and to Imposition of Special Assessments (Village 2) by the Developer dated as of the Closing Date, the Certificate of Developer issued by Developer dated as of the Closing Date, the Continuing Disclosure Agreement, dated as of the Closing Date, by and among the

District, Developer, Developer's corporate parent, A. Duda & Sons, Inc., a Florida corporation, and the Dissemination Agent named therein (collectively, the "Developer Documents") and have made such examination of law as I have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, I also have reviewed and examined the Articles of Incorporation and Bylaws of the Developer as well certificates of good standing for the Developer issued by the State of Florida on _____, 2023, and that certain Written Consent of the Directors of The Viera Company to Action In Lieu Of A Meeting of the Board of Directors of The Viera Company dated _____, 2023 (collectively, the "Developer's Organizational Documents").

In rendering this opinion, I have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Developer) and the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "my knowledge," the words "my knowledge" or "my actual knowledge" signify that, in the course of my representation of the Developer, no facts have come to my attention that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

Based upon and subject to the assumptions, limitations and qualifications contained herein, I am of the opinion that, as of this date:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and authorized to do business in the State of Florida.
2. The Developer has the power and authority to conduct its business and to undertake the Series 2023 Project as described in the Limited Offering Memoranda.
3. The execution, delivery and performance by the Developer of the Developer Documents to which it is a party, and any other documents to which it is a party contemplated within, or required by, the Developer Documents, are within the Developer's power and authority and have been duly authorized by all required company action.
4. The Developer Documents are each in full force and effect, are the legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms, and to my knowledge no event has occurred under such instruments which constitutes, or which with the passage of time, the giving of notice, or both, would constitute, an event of default thereunder.
5. The execution and delivery by the Developer of the Developer Documents do not violate (a) the Developer's Organizational Documents, (b) any agreement, instrument or federal or Florida law, rule or regulation known to us to which the Developer is a party or by which the Developer's assets are or may be bound, or (c) any judgment, decree or order of any administrative tribunal, which judgment, decree or order is binding on the Developer or its assets.

6. The Developer is not in default under the Developer's Organizational Documents or under its company resolutions and/or affidavits; and, to my actual knowledge, no notice of default has been received from any applicable governmental authority having jurisdiction over the Series 2023 Project, which default would have a material adverse effect on the Bonds or the Series 2023 Project.

7. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material, adverse effect on the Bonds or the Series 2023 Project.

8. The levy of the Series 2023 Assessments on the lands within the District that are owned by the Developer to secure the repayment of the Bonds (the "Developer Lands") will not conflict with or constitute a breach of or default under any existing agreement, indenture or other instrument to which the Developer is a party or to which its property or assets is subject.

9. To my actual knowledge, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or threatened against the Developer: (a) seeking to restrain or enjoin the Developer from executing and delivering the Developer Documents; (b) contesting the validity or enforceability of the Developer Documents or the transactions contemplated thereunder; (c) contesting or affecting the existence of the Developer or the election or appointment of any of its officers or directors; or (d) contesting or affecting any of the corporate powers of the Developer which would impact its assets or financial condition in such manner as to materially adversely affect the Developer's ability to perform its obligations under the Developer Documents as to the development of the Series 2023 Project as described in the Limited Offering Memoranda.

10. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not given its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

11. Nothing has come to my attention that would lead me to believe that the information contained in the Limited Offering Memoranda under the captions "VIERA", "THE MASTER DEVELOPER," "VILLAGE 2" "LITIGATION – Master Developer" and, as it pertains to the Developer only, "CONTINUING DISCLOSURE – General" and "CONTINUING DISCLOSURE – Master Developer and DUDA Continuing Compliance" does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memoranda and as of the date hereof.

12. The property on which the Developer will construct the Series 2023 Project is zoned and, to my knowledge has, or will have in the ordinary course of business, all other approvals and permits to permit the construction of the Series 2023 Project as described in the Limited Offering Memoranda. Except as disclosed in the Limited Offering Memoranda,

to my knowledge, there is no default by the Developer of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete development of the Series 2023 Project as described in the Limited Offering Memoranda.

13. Based on a review of that certain Ownership and Encumbrance title report No. _____ dated _____ issued by Fidelity National Title Insurance Company (the "Title Report") and without independent inquiry, fee simple title to the Developer Lands on which a portion of the Series 2023 Project will be developed is currently held by the Developer and is subject only to the liens, encumbrances, easements and agreements set forth in such Title Report, none of which will impede in any material respect the development of the Series 2023 Project as described in the Limited Offering Memoranda or the development of the other infrastructure needed for the Series 2023 Project. The opinion in this paragraph is given as of the date of the Title Report and, to my actual knowledge as of the date hereof, there has been no material change thereto since the date of the Title Report.

14. Based upon my review of the published real property tax records of Brevard County, Florida, all real property taxes for 2022 and prior year taxes relating to the Developer Lands have been paid and there are no real estate taxes currently due which are unpaid.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other person or entities. Further, copies of this opinion letter may not be furnished to any other party, nor may any portion of this letter be quoted, circulated or referred to in any other document without my prior written consent.

The opinion or statements expressed above are based solely on the laws of the State of Florida and the federal laws of the United States of America. Accordingly, I express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. This opinion letter speaks only as of the date hereof, and I assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if I become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

Where herein I have issued an opinion as to enforceability of a document, such opinion is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditor's rights generally and general principles of equity (regardless of whether such enforceability is considered in proceeding in equity or at law) and to the exercise of judicial discretion in appropriate cases.

Sincerely,

Jay A. Decator III, General Counsel of
The Viera Company

EXHIBIT J

FORM OF ISSUE PRICE CERTIFICATE

VIERA STEWARDSHIP DISTRICT \$[Bond Amount] Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project)

The undersigned, on behalf of **MBS CAPITAL MARKETS, LLC** ("MBS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2023 Bonds"). Capitalized terms shall have the meaning ascribed in Section 2 hereof.

MBS and the District entered into a Bond Purchase Agreement on the Sale Date in connection with the sale of the Series 2023 Bonds (the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, MBS made a bona fide limited offering of the Series 2023 Bonds to a portion of the Public representing accredited investors as required by Florida law at the prices or yields for each such maturity as shown on the cover page of the Limited Offering Memorandum, dated [BPA Date], relating to the Series 2023 Bonds.

1. Sale of the Series 2023 Bonds. As of the date of this certificate, for each Maturity of the Series 2023 Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *District* means Viera Stewardship District.

(b) *Maturity* means Series 2023 Bonds with the same credit and payment terms. Series 2023 Bonds with different maturity dates, or Series 2023 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2023 Bonds. The Sale Date of the Series 2023 Bonds is [BPA Date].

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Series 2023 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2023 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2023 Bonds to the Public).

3. Reserve Account. A reserve account in an amount equal to the Series 2023 Reserve Account Requirement was necessary in order to market and sell the Series 2023 Bonds given the nature of the Series 2023 Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate executed by the District in connection with the issuance, sale and delivery of the Series 2023 Bonds and with respect to compliance with the federal income tax rules affecting the Series 2023 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Series 2023 Bonds.

MBS CAPITAL MARKETS, LLC

By: _____
Brett Sealy, Managing Partner

Dated: [Closing Date]

SCHEDULE A
SALE PRICES OF THE SERIES 2023 BONDS
(Attached)

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED JUNE [], 2023

**NEW ISSUE – BOOK-ENTRY ONLY
LIMITED OFFERING**

NOT RATED

In the opinion of Bond Counsel, assuming compliance by the District with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2023 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax; however, for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Code. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2023 Bonds.

\$25,715,000*

**VIERA STEWARDSHIP DISTRICT
Special Assessment Revenue Bonds, Series 2023
(Village 2 – Series 2023 Project)**

Dated: Date of Delivery

Due: May 1, as set forth below

The Viera Stewardship District (the "District") is issuing its Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds") in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2023 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. The Series 2023 Bonds, when issued, will be registered in the name of Cede & Co., as Nominee of The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2023 Bonds will be made in book-entry form and purchasers of beneficial interests in the Series 2023 Bonds will not receive physical Series 2023 Bond certificates. For so long as the book-entry system is maintained, the principal of, premium, if any, and interest on the Series 2023 Bonds will be paid from the sources described herein by U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), to DTC as the registered Owner thereof. Disbursement of such payments to the Direct Participants (as defined herein) is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the Direct Participants and Indirect Participants (as defined herein), as more fully described herein. Any purchaser, as a Beneficial Owner of a Series 2023 Bond, must maintain an account with a broker or dealer who is, or acts through, a Direct Participant in order to receive payment of the principal of, premium, if any, and interest on such Series 2023 Bond. Interest on the Series 2023 Bonds is payable on each May 1 and November 1, commencing November 1, 2023, and will be computed on the basis of a 360-day year of twelve 30-day months. See "DESCRIPTION OF THE SERIES 2023 BONDS" herein.

Proceeds of the Series 2023 Bonds will be used to (a) finance a portion of the Cost of the Series 2023 Project (as defined herein), (b) pay certain costs associated with the issuance of the Series 2023 Bonds, (c) make a deposit into the Series 2023 Reserve Account to be held

for the benefit of all of the Series 2023 Bonds, without privilege or priority of one Series 2023 Bond over another, and (d) pay the interest to become due on the Series 2023 Bonds through November 1, 2024. See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein.

The District is a local unit of special purpose government and an independent special district of the State of Florida (the "State"), created pursuant to the Viera Stewardship District Act, Chapter 2006-360, Laws of Florida, as amended (the "Act"). The Series 2023 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of November 1, 2021 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of July 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each between the District and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The principal of and interest on the Series 2023 Bonds shall be payable solely from, and shall be secured solely by, the revenues received by the District from the Series 2023 Assessments (the "Series 2023 Pledged Revenues") and the Funds and Accounts (except for the Series 2023 Rebate Account) established by the Indenture (the "Series 2023 Pledged Funds"). The Series 2023 Pledged Revenues and Series 2023 Pledged Funds collectively comprise the "Series 2023 Trust Estate."

The Series 2023 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2023 BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2023 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE. THE SERIES 2023 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2023 TRUST ESTATE PLEDGED TO THE SERIES 2023 BONDS, ALL AS PROVIDED IN THE INDENTURE AND THE SERIES 2023 BONDS.

INVESTMENT IN THE SERIES 2023 BONDS POSES CERTAIN RISKS AND THE SERIES 2023 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN. THE UNDERWRITER IS LIMITING THIS OFFERING OF THE SERIES 2023 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE

INITIAL OFFERING OF SERIES 2023 BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2023 BONDS. THE SERIES 2023 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR CREDIT ENHANCEMENT OR A RATING WITH RESPECT TO THE SERIES 2023 BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT OR A RATING FOR THE SERIES 2023 BONDS HAD APPLICATION BEEN MADE. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2023 BONDS.

This cover page contains certain information for quick reference only. It is not a summary of the Series 2023 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

**PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS†**

\$ _____	_____ %	Term Series 2023 Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____
\$ _____	_____ %	Term Series 2023 Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____
\$ _____	_____ %	Term Series 2023 Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____
\$ _____	_____ %	Term Series 2023 Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____

The Series 2023 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2023 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kilinski | Van Wyk PLLC, Tallahassee, Florida, for the Master Developer and DUDA by its in-house counsel, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2023 Bonds will be available for delivery through the facilities of DTC on or about _____, 2023.

MBS Capital Markets, LLC

Dated: _____, 2023

* Preliminary, subject to change.

† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

RED HERRING LANGUAGE

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. The Series 2023 Bonds may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the Series 2023 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

VIERA STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS

Todd J. Pokrywa*, Chair
Amy Mitchell*, Vice Chair
Tiffani Bissett, Assistant Secretary
Christopher Wright, Assistant Secretary
Cathleen Conley*, Assistant Secretary

DISTRICT MANAGER/ASSESSMENT CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kilinski | Van Wyk PLLC
Tallahassee, Florida

CONSULTING ENGINEER

BSE Consultants, Inc.
Melbourne, Florida

BOND COUNSEL

Bryant Miller Olive P.A.
Orlando, Florida

* Affiliate or employee of the Master Developer or DUDA (each as defined herein).

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesperson or other person has been authorized by the District, Brevard County, Florida, the State of Florida or the Underwriter (as defined herein) to give any information or to make any representations other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2023 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the Master Developer, the District, the District Manager, the Consulting Engineer, the Assessment Consultant (each as defined herein) and other sources that are believed by the Underwriter to be reliable, but which information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the District (with respect to information provided by others) or the Underwriter named on the cover page of this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. At closing, the Master Developer, the District, the District Manager, the Consulting Engineer and the Assessment Consultant will each deliver certificates certifying that certain of the information supplied by each does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Limited Offering Memorandum, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the District or the Master Developer or in the status of Village 2 or the Village 2 CIP (each as defined herein) since the date hereof.

The Trustee has not participated in the preparation of this Limited Offering Memorandum and makes no representation with respect to the accuracy or completeness of any of the material contained in this Limited Offering Memorandum. The Trustee has no duty or obligation to pay the Series 2023 Bonds from its own funds, assets or corporate capital or to make inquiry regarding, or investigate the use of, amounts disbursed from the Series 2023 Trust Estate.

The Series 2023 Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in such acts. The registration, qualification or exemption of the Series 2023 Bonds in accordance with the applicable securities law provisions of any jurisdictions wherein these securities have been or will be registered, qualified or exempted should not be regarded as a recommendation thereof. Neither the District, Brevard County, Florida, the State of Florida, nor any other political subdivisions thereof have guaranteed or passed upon the merits of the Series 2023 Bonds, upon the probability of any earnings thereon or upon the accuracy or adequacy of this Limited Offering Memorandum.

"Forward looking statements" are used in this document by using forward-looking words such as "may," "will," "should," "intends," "expects," "believes," "anticipates," "estimates" or others. The reader is cautioned that such forward-looking statements are subject to a variety of uncertainties that could cause actual results to differ from the projected results. Those risks and uncertainties include general economic and business conditions, conditions in the financial markets and real estate market, the District's collection of the Series 2023 Assessments, and various other factors which may be beyond the District's or the Master Developer's control. Because the District and the Master Developer cannot predict all factors that may affect future decisions, actions, events or financial circumstances, what actually happens may be different from what is included in forward-looking statements. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District and the Master Developer do not plan to issue any updates or revisions to those forward-looking statements if or when any of their expectations, events, conditions or circumstances on which such statements are based occur, other than as described under "CONTINUING DISCLOSURE" herein.

The order and placement of materials in this Limited Offering Memorandum, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the appendices, must be considered in its entirety. The captions and headings in this Limited Offering Memorandum are for convenience of reference only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Limited Offering Memorandum.

This Limited Offering Memorandum is being provided to prospective purchasers in electronic format on the following websites: www.munios.com and www.emma.msrb.org. This Limited Offering Memorandum may be relied upon only as printed in its entirety directly from either of such websites.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for any purpose, including for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This Limited Offering Memorandum is not, and shall not be deemed to constitute, an offer to sell, or the solicitation of an offer to buy, real estate, which may only be made pursuant to offering documents satisfying applicable federal and state laws relating to the offer and sale of real estate.

This Preliminary Limited Offering Memorandum is in a form deemed final by the District for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted pursuant to Rule 15c2-12(b)(1).

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LIMITED OFFERING MEMORANDUM

relating to

\$25,715,000*

VIERA STEWARDSHIP DISTRICT Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to provide certain information in connection with the issuance and sale by the Viera Stewardship District (the "District") of its \$25,715,000* Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "Series 2023 Bonds").

No person has been authorized by the District or the Underwriter (hereinafter defined) to give any information or to make any representations, other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

The District is a local unit of special purpose government of the State of Florida (the "State"), created pursuant to the Viera Stewardship District Act, Chapter 2006-360, Laws of Florida, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District. The Act authorizes the District to issue bonds for purposes, among others, of financing the cost of acquisition and construction of assessable improvements including water management and control, water systems, sewer systems, wastewater management, reclamation and reuse, roadway improvements, landscaping, streetlights, parks and other basic infrastructure projects within and, in accordance with the provisions of the Act, without the boundaries of the District. For more complete information about the District, its Board of Supervisors and the District Manager, see "THE DISTRICT" herein.

The boundaries of the District encompass approximately 13,442 acres of land (the "District Lands") located in an unincorporated area of Brevard County, Florida (the "County"). The District Lands are being developed into three (3) villages, the second of which ("Village 2") encompasses approximately 3,036 acres in the southernmost part of the District and is being developed in part with certain proceeds of the Series 2023 Bonds. See "VILLAGE 2" herein.

The Series 2023 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of November 1, 2021 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of July 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S.

* Preliminary, subject to change.

Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture. The principal of and interest on the Series 2023 Bonds shall be payable solely from, and shall be secured solely by, the revenues received by the District from the Series 2023 Assessments (the "Series 2023 Pledged Revenues") and the Funds and Accounts (except for the Series 2023 Rebate Account) established by the Indenture (the "Series 2023 Pledged Funds"). The Series 2023 Pledged Revenues and the Series 2023 Pledged Funds collectively comprise the "Series 2023 Trust Estate."

NEITHER THE SERIES 2023 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE. THE SERIES 2023 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2023 TRUST ESTATE PLEDGED TO THE SERIES 2023 BONDS, ALL AS PROVIDED IN THE INDENTURE AND THE SERIES 2023 BONDS.

Proceeds of the Series 2023 Bonds will be used to (a) finance a portion of the Cost of the Series 2023 Project (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2023 Bonds, (c) make a deposit into the Series 2023 Reserve Account to be held for the benefit of all of the Series 2023 Bonds, without privilege or priority of one Series 2023 Bond over another, and (d) pay the interest to become due on the Series 2023 Bonds through November 1, 2024. See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein.

INVESTMENT IN THE SERIES 2023 BONDS POSES CERTAIN RISKS AND THE SERIES 2023 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN.

THE SERIES 2023 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED. PROSPECTIVE INVESTORS IN THE SERIES 2023 BONDS ARE INVITED TO VISIT THE DISTRICT AND TO REQUEST FROM THE DISTRICT DOCUMENTS, INSTRUMENTS AND INFORMATION WHICH MAY NOT NECESSARILY BE REFERRED TO, SUMMARIZED OR DESCRIBED HEREIN. THEREFORE, PROSPECTIVE INVESTORS SHOULD RELY UPON THE INFORMATION APPEARING IN THIS LIMITED OFFERING MEMORANDUM WITHIN THE CONTEXT OF THE AVAILABILITY OF SUCH ADDITIONAL INFORMATION AND THE SOURCES THEREOF. PROSPECTIVE INVESTORS MAY REQUEST SUCH ADDITIONAL

INFORMATION AND ARRANGE TO VISIT THE DISTRICT AS DESCRIBED HEREIN UNDER THE CAPTION "SUITABILITY FOR INVESTMENT."

There follows in this Limited Offering Memorandum a brief description of the District, Village 2, the Village 2 CIP (hereinafter defined), the Series 2023 Bonds, the Indenture and certain provisions of the Act and other sections of the Florida Statutes. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and laws, and all references to the Series 2023 Bonds are qualified by reference to the form thereof and the information with respect thereto contained in the Indenture, which appears in composite APPENDIX C attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

SUITABILITY FOR INVESTMENT

While the Series 2023 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), MBS Capital Markets, LLC (the "Underwriter"), will, as required by Chapter 189, Florida Statutes, offer the Series 2023 Bonds only to "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder ("Accredited Investors"). However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the Series 2023 Bonds. Prospective investors in the Series 2023 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2023 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2023 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2023 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to: Brett Sealy, MBS Capital Markets, LLC, 152 Lincoln Avenue, Winter Park, Florida 32789, Phone: (407) 808-0685.

DESCRIPTION OF THE SERIES 2023 BONDS

General

The Series 2023 Bonds are issuable only in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2023 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. The Series 2023 Bonds will be dated as of the date of delivery thereof, will bear interest at the

rates per annum and, subject to the redemption provisions set forth below, will mature on the dates set forth on the cover page of this Limited Offering Memorandum. Each Series 2023 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (a) is an Interest Payment Date to which interest on such Series 2023 Bond has been paid, in which event such Series 2023 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2023 Bonds, in which event, such Series 2023 Bond shall bear interest from its date. Interest on the Series 2023 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2023, and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2023 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2023 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company ("DTC"), New York, New York, the initial Bond Depository. Except as provided in the Indenture, all of the Outstanding Series 2023 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC. See "– Book-Entry Only System" below.

Redemption Provisions

Optional Redemption. The Series 2023 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20__, at the Redemption Price of the principal amount of the Series 2023 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Redemption. The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
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* Final maturity

The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
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* Final maturity

The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
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* Final maturity

As more particularly set forth in the Indenture, any Series 2023 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2023 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2023 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2023 Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2023 Project, by application of moneys transferred from the Series 2023 Acquisition and Construction Account to the Series 2023 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2023 Prepayment Principal, required by the Indenture to be deposited into the Series 2023 Prepayment Subaccount; or

(c) from amounts transferred to the Series 2023 Prepayment Subaccount resulting from a reduction in the Series 2023 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2023 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2023 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2023 Bonds shall be called for redemption, the particular Series 2023 Bonds or portions of Series 2023 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice and Effect of Redemption

Notice of each redemption of Series 2023 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2023 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2023 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2023 Bonds or such portions thereof on such date, interest on such Series 2023 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2023 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2023 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM DTC AND NEITHER THE DISTRICT NOR THE UNDERWRITER MAKE ANY REPRESENTATION OR WARRANTY OR TAKE ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

DTC will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each Series of the Series 2023 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect

Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2023 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2023 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2023 Bond certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2023 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2023 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS

General

The Series 2023 Bonds are payable from and secured by the revenues received by the District from the Series 2023 Assessments and amounts in the Funds and Accounts (except for the Series 2023 Rebate Account) established by the Indenture. Series 2023 Assessments will be levied and collected on the lands within the District that receive a special benefit from the Series 2023 Project, and shall not include Assessments imposed, levied and collected by the District with respect to property within the District not so specially benefited. The Series 2023 Assessments represent an allocation of the costs of the Series 2023 Project, including bond financing costs, to such benefited land within the District in accordance with the Assessment Report (hereinafter defined), attached hereto as composite APPENDIX B, and certain resolutions of the District with respect to the Series 2023 Assessments (the "Assessment Proceedings").

The Indenture provides that the pledge of the Series 2023 Trust Estate shall be valid and binding from and after the date of initial delivery of the Series 2023 Bonds, and the proceeds of sale of the Series 2023 Bonds and the Series 2023 Assessments, respectively, shall immediately be subject to the lien of the pledge without any physical delivery thereof or further act, and the lien against the Series 2023 Trust Estate shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof.

NEITHER THE SERIES 2023 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE

CONSTITUTION AND LAWS OF THE STATE. THE SERIES 2023 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2023 TRUST ESTATE PLEDGED TO THE SERIES 2023 BONDS, ALL AS PROVIDED IN THE INDENTURE AND THE SERIES 2023 BONDS.

No Parity Bonds; Limitation on Parity Assessments

The District covenants and agrees in the Supplemental Indenture that, other than Refunding Bonds issued to refund the Outstanding Series 2023 Bonds, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2023 Trust Estate. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2023 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2023 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if (a) such Assessments do not exceed the Maximum Assessment Levels or (b) the Series 2023 Assessments have been Substantially Absorbed, evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. In the absence of its receipt of such certificate, the Trustee may conclusively rely that the Series 2023 Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, nothing in the Supplemental Indenture shall preclude the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2023 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District.

"Maximum Assessment Levels" is defined in the Supplemental Indenture to mean the following per unit annual gross debt service assessment levels as shall be evidenced by a Maximum Assessment Level Certification:

Product Type	Maximum Annual Assessment Levels*
Single-family detached	\$1,500
Single-family attached	\$1,250

* Inclusive of the Series 2023 Assessments. The Maximum Assessment Levels provided are solely for purposes of establishing the parameters for the issuance of additional Bonds secured by Assessments for capital projects on any lands subject to the Series 2023 Assessments and are not intended to supersede the maximum Assessments established in the Master Assessment Report (hereinafter defined).

"Maximum Assessment Level Certification" is defined in the Supplemental Indenture to mean a certificate of the District that the Assessments for capital projects pledged to any Series of Bonds do not exceed the Maximum Assessment Levels and on which the Trustee may conclusively rely as to the matters set forth therein.

"Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which the principal amount of the Series 2023 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2023 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2023 ASSESSMENTS PLEDGED AS SECURITY FOR THE SERIES 2023 BONDS, THE DISTRICT, THE COUNTY, THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF ASSESSMENTS WHICH INCLUDES THE SERIES 2023 ASSESSMENTS SECURING THE SERIES 2023 BONDS. See "-- Enforcement and Collection of Series 2023 Assessments" herein.

Funds and Accounts

Pursuant to the Supplemental Indenture, the following Funds and Accounts will be held by the Trustee: (a) within the Acquisition and Construction Fund, (i) a Series 2023 Acquisition and Construction Account and (ii) a Series 2023 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2023 Debt Service Account and therein a Series 2023 Sinking Fund Account, a Series 2023 Interest Account and a Series 2023 Capitalized Interest Account, and (ii) a Series 2023 Redemption Account and therein a Series 2023 Prepayment Subaccount and a Series 2023 Optional Redemption Subaccount; (c) within the Reserve Fund, a Series 2023 Reserve Account, which Series 2023 Reserve Account shall be held for the benefit of all Series 2023 Bonds, without distinction as to Series 2023 Bonds and without privilege or priority of one Series 2023 Bond over another; (d) within the Revenue Fund, a Series 2023 Revenue Account; and (e) within the Rebate Fund, a Series 2023 Rebate Account.

Series 2023 Reserve Account

The Series 2023 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2023 Reserve Account Requirement. "Series 2023 Reserve Account Requirement" is defined in the Supplemental Indenture to mean, until such time as the Reserve Account Release Conditions are met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2023 Bonds as of the time of any such calculation. Upon receipt by the Trustee of the Reserve Release Certifications and thereafter, the Series 2023 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2023 Bonds as of the time of any such calculation. Excess amounts on deposit in the Series 2023 Reserve Account as a result of the Reserve Account Release

Conditions having been met shall be transferred as provided in Section 405 of the Supplemental Indenture. On the date of initial issuance of the Series 2023 Bonds, the Series 2023 Reserve Account Requirement shall be \$_____. "Reserve Account Release Conditions" is defined in the Supplemental Indenture to mean, collectively, that (a) all residential units/homes subject to the Series 2023 Assessments have been built, sold and closed with end-users, (b) all Series 2023 Assessments are being collected pursuant to the Uniform Method, and (c) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2023 Bonds. The District shall provide a written certification to the Trustee certifying that the events in clauses (a) and (b) have occurred and affirming clause (c), on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications").

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2023 Reserve Account shall be used only for the purpose of making payments into the Series 2023 Interest Account and the Series 2023 Sinking Fund Account to pay Debt Service on the Series 2023 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2023 Reserve Account shall consist only of cash and Investment Obligations.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is authorized and directed to (a) recalculate the Series 2023 Reserve Account Requirement taking into account any Series 2023 Prepayment Principal on deposit in the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account and whether or not the Reserve Account Release Conditions have been met, and (b) transfer any excess on deposit in the Series 2023 Reserve Account as follows: (i) excess as a result of having met the Reserve Account Release Conditions shall be deposited into the Series 2023 Acquisition and Construction Account to be used for the purposes of such Account unless the Series 2023 Acquisition and Construction Account has been closed pursuant to Section 403(a) of the Supplemental Indenture in which case such funds shall be transferred to the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2023 Bonds; and (ii) all other surplus monies (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) of the Supplemental Indenture) shall be deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2023 Bonds.

On the earliest date on which there is on deposit in the Series 2023 Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2023 Bonds, together with accrued interest on such Series 2023 Bonds to the earliest date of redemption permitted therein and in the Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2023 Reserve Account into the Series 2023 Prepayment Subaccount in the Series 2023 Redemption Account to pay and redeem all of the Outstanding Series 2023 Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2023 Reserve Account shall, upon the occurrence and continuance of an Event of

Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Series 2023 Revenue Account

(a) Pursuant to the Supplemental Indenture, the Trustee is authorized and directed to establish within the Revenue Fund a Series 2023 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2023 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2023 Revenue Account the Series 2023 Pledged Revenues other than Series 2023 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2023 Prepayment Subaccount in the Series 2023 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2023 Pledged Revenues paid to the Trustee shall be deposited into the Series 2023 Revenue Account, and that Series 2023 Pledged Revenues which the District informs the Trustee constitute Series 2023 Prepayment Principal shall be deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2023 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2023 Prepayment Subaccount of the Series 2023 Redemption Account, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2023 Revenue Account for deposit into the Series 2023 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2023 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2023 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2023 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2023 Bonds set forth in the form of Series 2023 Bonds attached to the Supplemental Indenture, Section 301 of the Supplemental Indenture, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2023 Capitalized Interest Account to the Series 2023 Interest Account the lesser of (i) the amount of interest coming due on the Series 2023 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (ii) the amount remaining in the Series 2023 Capitalized Interest Account.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2023 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2023 Interest Account, an amount equal to the amount of interest payable on all Series 2023 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2023 Capitalized Interest Account in accordance with the Supplemental Indenture, and less any other amount already on deposit in the Series 2023 Interest Account not previously credited;

SECOND, on May 1, 20__, and each May 1 thereafter, to the Series 2023 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2023 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2023 Sinking Fund Account not previously credited;

THIRD, to the Series 2023 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2023 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2023 Revenue Account.

On or after each November 2, the Trustee shall first transfer to the Series 2023 Reserve Account the balance on deposit in the Series 2023 Revenue Account on such November 2 until such time as the Series 2023 Reserve Account is equal to the Series 2023 Reserve Account Requirement, and then the balance on deposit in the Series 2023 Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2023 Reserve Account in the Reserve Fund shall be equal to the Series 2023 Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Indenture relating to any Series 2023 Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2023 Revenue Account to the Series 2023 Rebate Account established for the Series 2023 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

Investments

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2023 Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2023 Acquisition and

Construction Account, the Series 2023 Interest Account, and the Series 2023 Capitalized Interest Account, shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2023 Reserve Account and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2023 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2023 Reserve Account shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2023 Reserve Account as of the most recent date on which amounts on deposit in the Series 2023 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2023 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2023 Reserve Account shall be deposited into the Series 2023 Capitalized Interest Account through November 1, 2024, and, thereafter earnings in the Series 2023 Reserve Account shall be allocated to and deposited into the Series 2023 Revenue Account and used for the purpose of such Account; and

(b) if as of the last date on which amounts on deposit in the Series 2023 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2023 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2023 Reserve Account shall be deposited into the Series 2023 Reserve Account until the amount on deposit therein is equal to the Series 2023 Reserve Account Requirement, and then earnings on investments in the Series 2023 Reserve Account shall be deposited into the Series 2023 Capitalized Interest Account through November 1, 2024, and, thereafter shall be allocated to and deposited into the Series 2023 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in the Series 2023 Reserve Account, prior to the deposit of any earnings in the Series 2023 Revenue Account, the amount of such proposed transfer shall instead be deposited into the Series 2023 Reserve Account until the balance on deposit therein is equal to the Series 2023 Reserve Account Requirement.

Acquisition and Construction Fund

Series 2023 Acquisition and Construction Account. Amounts on deposit in the Series 2023 Acquisition and Construction Account shall be applied to pay Costs of the Series 2023 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted under the Indenture. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer (hereinafter defined) shall establish a Date of Completion for the Series 2023 Project, and any balance remaining in the Series 2023 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2023 Project which are required to be reserved in the Series 2023 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited to the Series 2023 Prepayment Subaccount and

applied to the extraordinary mandatory redemption of the Series 2023 Bonds in accordance with Section 301 of the Supplemental Indenture and in the manner prescribed in the form of Series 2023 Bonds set forth as Exhibit B to the Supplemental Indenture. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Series 2023 Project until after the Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2023 Reserve Account into the Series 2023 Acquisition and Construction as a result of such satisfaction pursuant to Section 405 of the Supplemental Indenture have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of the amount needed to complete the Series 2023 Project. At such time as there are no amounts on deposit in the Series 2023 Acquisition and Construction Account and either the Reserve Account Release Conditions have been met or the Date of Completion of the Series 2023 Project has been established, the Series 2023 Acquisition and Construction Account shall be closed.

Series 2023 Costs of Issuance Account. The amount deposited in the Series 2023 Costs of Issuance Account shall, at the written direction of an Authorized Officer of the District, be used to pay the costs of issuance relating to the Series 2023 Bonds. On the date of issuance of the Series 2023 Bonds, initial costs of issuance shall be paid pursuant to the instructions in the closing memorandum prepared by the Underwriter and signed by an Authorized Officer of the District. On the earlier to occur of (a) the written direction of an Authorized Officer of the District or (b) six (6) months from the date of issuance of the Series 2023 Bonds, any amounts deposited in the Series 2023 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2023 Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2023 Costs of Issuance Account shall be closed.

Agreement for Assignment of Development Rights

Contemporaneously with the issuance of the Series 2023 Bonds, The Viera Company, a Florida corporation (the "Master Developer") and A. Duda & Sons, Inc., a Florida corporation ("DUDA") will enter into a Collateral Assignment Agreement with the District (the "Assignment Agreement"). The Assignment Agreement provides, among other things, that in the event the Master Developer or DUDA default in the payment of Series 2023 Assessments levied on lands owned by the Master Developer or DUDA, respectively, the District may exercise its remedial rights thereunder. Pursuant to the Assignment Agreement, the Master Developer agrees, subject to the provisions of the Assignment Agreement, to collaterally assign to the District all of its development rights and contract rights relating to lands benefited by the Series 2023 Project (the "Development and Contract Rights") as security for the Master Developer's and DUDA's payment and performance and discharge of its respective obligation to pay the Series 2023 Assessments levied against the lands owned by the Master Developer or DUDA, respectively, within the Village 2 Assessment Area (hereinafter defined). Such Development and Contract Rights specifically exclude any such portion of the Development and Contract Rights which relate solely to any property which has been conveyed to a landowner resulting from the sale of land in the ordinary course of business, the County, the District, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Village 2 Assessment Area, if any.

Completion Agreement

In connection with the issuance of the Series 2023 Bonds, the District and the Master Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Master Developer will agree to provide funds to complete the Series 2023 Project to the extent that proceeds of the Series 2023 Bonds are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

True-Up Agreement

In connection with the issuance of the Series 2023 Bonds, the Master Developer and DUDA will enter into an agreement (the "True-Up Agreement") with the District pursuant to which each entity agrees to pay when requested by the District any amount of Series 2023 Assessments allocated to unplatted acres in excess of the allocation in place at the time of issuance of the Series 2023 Bonds.

Enforcement of Completion Agreement and True-Up Agreement

Pursuant to the Supplemental Indenture, the District, either through its own actions or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, shall act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture if such failure persists after notice and a reasonable opportunity to cure.

Owner Direction and Consent with Respect to Series 2023 Acquisition and Construction Account Upon Occurrence of Event of Default

In accordance with the provisions of the Indenture, the Series 2023 Bonds are payable solely from the Series 2023 Trust Estate which includes the Series 2023 Pledged Funds. Anything in the Indenture to the contrary notwithstanding, the District acknowledges that (a) the Series 2023 Pledged Funds include, without limitation, all amounts on deposit in the Series 2023 Acquisition and Construction Account then held by the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the Series 2023 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2023 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2023 Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the Series 2023 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2023 Project after the occurrence of an Event of Default unless

authorized in writing by the Majority Owners, which consent shall be deemed given if no response is received within sixty (60) days of a request therefor.

Events of Default and Remedies

Events of Default. The Indenture provides that each of the following shall be an Event of Default under the Indenture with respect to the Series 2023 Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) any payment of Debt Service on the Series 2023 Bonds is not made when due;
- (b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2023 Project;
- (d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) the District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;
- (g) any portion of the Series 2023 Assessments shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2023 Reserve Account to pay Debt Service on the Series 2023 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2023 Reserve Account to pay Debt Service on the Series 2023 Bonds) (a "Reserve Account Event") unless within sixty (60) days from the Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the Series 2023 Reserve Account, or (ii) the portion of the Delinquent Assessments giving rise to the Reserve Account Event are paid and are no longer Delinquent Assessments;
- (h) more than twenty percent (20%) of the operation and maintenance assessments levied by the District on tax parcels subject to the Series 2023 Assessments are

not paid by the date such are due and payable, and such default continues for sixty (60) days after the date when due; and

(i) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2023 Bonds or the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2023 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2023 Bonds then Outstanding and affected by such default; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as, the District shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion.

Remedies. Pursuant to the Master Indenture, the District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2023 Bonds. The District acknowledges and agrees in the Master Indenture that (a) upon failure of any property owner to pay an installment of Series 2023 Assessments collected directly by the District when due, that the entire Series 2023 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (b) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Provisions Relating to Bankruptcy or Insolvency of Landowner

The Master Indenture contains the following provisions which, pursuant to the terms of the Master Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Series 2023 Assessments pledged to the Series 2023 Bonds then Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

Pursuant to the Master Indenture, the District acknowledges and agrees that, although the Series 2023 Bonds were issued by the District, the Owners of the Series 2023 Bonds are categorically the party with the ultimate financial stake in the transaction and,

consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(a) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2023 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2023 Assessments relating to the Series 2023 Bonds then Outstanding, the Series 2023 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2023 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);

(b) the District agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2023 Assessments relating to the Series 2023 Bonds then Outstanding, the Series 2023 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(c) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2023 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);

(d) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2023 Assessments relating to the Series 2023 Bonds then Outstanding, would have the right to pursue and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2023 Assessments relating to the Series 2023 Bonds then Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(e) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the

District's claim and rights with respect to the Series 2023 Assessments relating to the Series 2023 Bonds then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (i) file a proof of claim with respect to the Series 2023 Assessments pledged to the Series 2023 Bonds then Outstanding, (ii) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) defend any objection filed to said proof of claim.

The District acknowledges and agrees in the Master Indenture that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

Notwithstanding the provisions of the immediately preceding paragraphs, the Master Indenture does not preclude the District from becoming a party to a Proceeding in order to enforce a claim for Maintenance Special Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Maintenance Special Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2023 Assessments relating to the Series 2023 Bonds then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (d) above.

Enforcement and Collection of Series 2023 Assessments

The primary source of payment for the Series 2023 Bonds are the revenues received by the District from the Series 2023 Assessments imposed on each landowner within the Village 2 Assessment Area which are specially benefited by the Series 2023 Project. To the extent that landowners fail to pay such Series 2023 Assessments, delay payments, or are unable to pay such Series 2023 Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2023 Bonds. The Act provides for various methods of collection of delinquent taxes by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of special assessment payment and collection procedures appearing in the Florida Statutes.

The Indenture provides that Series 2023 Assessments levied on platted lots and pledged to secure the Series 2023 Bonds shall be collected pursuant to the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes (the "Uniform Method") and Series 2023 Assessments levied on unplatted lots or on platted lots owned by the Master Developer and pledged to secure the Series 2023 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default. All Series 2023 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2023 Assessments shall not be deemed to be Delinquent

Assessments unless and until such Series 2023 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Pursuant to the Indenture, if the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2023 Assessment, then such Series 2023 Assessment shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, as amended, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2023 Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Series 2023 Bonds then Outstanding, declare the entire unpaid balance of such Series 2023 Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, Florida Statutes, and Section 6(17) of the Act, or otherwise as provided by law.

If any tax certificates relating to Delinquent Assessments are sold by the Tax Collector (hereinafter defined) pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2023 Revenue Account.

Pursuant to the Indenture, if any property shall be offered for sale for the nonpayment of any Series 2023 Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2023 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may, but is not required to, then be purchased by the District for an amount equal to the balance due on the Series 2023 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2023 Bonds to which such Series 2023 Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the Series 2023 Bonds secured by such Series 2023 Assessment, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2023 Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the Series 2023 Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2023 Bonds within sixty (60) days after the receipt

of the request therefor signed by the Trustee or the Majority Owners of the Series 2023 Bonds then Outstanding.

THERE CAN BE NO ASSURANCE THAT ANY SALE, PARTICULARLY A BULK SALE, OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Additional Covenants Regarding Assessments

Pursuant to the Supplemental Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2023 Assessments, including the Assessment Report, and to levy the Series 2023 Assessments and any required true-up payments set forth in the Assessment Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2023 Bonds, when due.

Re-Assessment

Pursuant to the Master Indenture, if any Series 2023 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2023 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2023 Assessment when it might have done so, the District has covenanted to either (a) take all necessary steps to cause a new Series 2023 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2023 Assessment from legally available moneys, which moneys shall be deposited into the Series 2023 Revenue Account. In case any such subsequent Series 2023 Assessment shall also be annulled, the District shall obtain and make other Series 2023 Assessments until a valid Series 2023 Assessment shall be made.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2023 Bonds is the revenues received by the District from the collection of Series 2023 Assessments to be imposed on certain lands in the District specially benefited by the Series 2023 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX B – Assessment Report" attached hereto.

The imposition, levy, and collection of Series 2023 Assessments must be done in compliance with the provisions of State law. Failure by the District, the Brevard County Tax Collector (the "Tax Collector") or the Brevard County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2023 Assessments during any year. Such delays in the collection of Series 2023 Assessments, or complete inability to collect any Series 2023 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2023 Bonds. See "BONDOWNERS'

RISKS" herein. To the extent that landowners fail to pay the Series 2023 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2023 Bonds.

For the Series 2023 Assessments to be valid, the Series 2023 Assessments must meet two requirements: (a) the benefit from the Series 2023 Project to the lands subject to the Series 2023 Assessments must exceed or equal the amount of the Series 2023 Assessments; and (b) the Series 2023 Assessments must be fairly and reasonably allocated across all such benefited properties. The Assessment Consultant (hereinafter defined) will certify that these requirements have been met with respect to the Series 2023 Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2023 Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties owned by the Master Developer, DUDA, Pulte Home Company, LLC, a Michigan limited liability company ("Pulte") and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2023 Assessments and will enforce such bill through foreclosure proceedings. As lands are developed, the Series 2023 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX B – Assessment Report" attached hereto. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapter 170, Florida Statutes, and the Act, the District may directly levy, collect and enforce the Series 2023 Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2023 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one-year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2023 Assessments and the ability to foreclose the lien of such Series 2023 Assessments upon the failure to pay such Series 2023 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2023 Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2023 Assessments using the Uniform Method. The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2023 Assessments to be levied and then collected in this manner.

If the Uniform Method is used, the Series 2023 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments, including the Series 2023 Assessments, are to be billed together and landowners in the District are required to pay all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2023 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2023 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2023 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2023 Bonds.

Under the Uniform Method, if the Series 2023 Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (1%) in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2023 Bonds that (a) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2023 Assessments, (b) future landowners and taxpayers in the District will pay such Series 2023 Assessments, (c) a market may exist in the future for tax certificates in the event of sale of such certificates for taxable

units within the District, and (d) the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2023 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2023 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2023 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than eighteen percent (18%)).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently eighteen percent (18%). The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than eighteen percent (18%) per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2023 Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is affected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven (7) years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two (2) years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven (7) years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling

it, the County must apply for a tax deed two (2) years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three (3) years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2023 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2023 Assessments, which are the primary source of payment of the Series 2023 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

THE DISTRICT

General

The District is an independent local unit of specialized, limited single-purpose government of the State and an independent special district created pursuant to the Act, a special act of the Florida legislature, in 2006. The Act was amended in 2009 by Chapter 2009-249, Laws of Florida, to revise the boundaries of the District.

Pursuant to the Act, the general purpose of the District is to provide, through a special purpose governmental entity, certain capital infrastructure, facilities and services which benefit the residents of the District. The District has the power to provide, plan, implement, construct, operate, maintain, repair, improve, replace, manage, and finance as a local government management entity its systems, facilities, services, improvements, infrastructure, and projects, and possesses financing powers to fund its management power over the long term and with sustained levels of high quality. In particular, the District serves a necessary and useful public purpose by providing an efficient and effective method of ensuring the long-term stewardship of environmental and conservation resources within the District through the comprehensive management of the District's ecosystem, including, but not limited to, the implementation and administration of habitat protection and management plans approved by regulatory agencies having jurisdiction and the local governing authority.

Governance

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. The Act provides that within ninety (90) days after formation of the District, an election must be held pursuant to which Supervisors are elected on an at-large basis by the owners of the property within the District. Such election was held in accordance with the Act. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number).

The Act provides that there shall be an election by landowners for the District every two (2) years on the first Tuesday after the first Monday in November. Each Supervisor elected on or after November 2006 shall serve a 4-year term. Supervisors shall begin being elected by qualified electors of the District as the District becomes populated with qualified electors. The transition shall occur such that the composition of the Board, after the first

general election following a trigger of the qualified elector population thresholds set forth below, shall be as follows:

(a) Five (5) years following the creation of the District, one (1) governing board member shall be a person who was elected by the qualified electors and four (4) governing board members shall be persons who were elected by the landowners.

(b) Ten (10) years following the creation of the District, two (2) governing board members shall be persons who were elected by the qualified electors and three (3) governing board members shall be persons who were elected by the landowners.

(c) When the District is populated by sixty percent (60%) of the projected total of qualified electors, three (3) governing board members shall be persons who were elected by the qualified electors and two (2) governing board members shall be persons who were elected by the landowners.

(d) Three (3) years following the trigger in paragraph (c) above, four (4) governing board members shall be persons who were elected by the qualified electors and one (1) governing board member shall be a person who was elected by the landowners.

(e) Five (5) years following the trigger in paragraph (c) above, all five (5) governing board members shall be persons who were elected by the qualified electors.

More than ten (10) years have passed since the creation of the District and, as such, two (2) Supervisors were elected by qualified electors at the November 3, 2020, general election.

All Supervisors elected by qualified electors shall be elected at large. Supervisors are subject to ethics and conflict of interest laws of the State that apply to all local public officers. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remainder of the unexpired term shall be filled as follows: (a) if the vacancy arises with respect to a Supervisor that was elected by landowners, the vacancy shall be filled by a Supervisor elected by the landowners; and (b) if the vacancy arises with respect to a Supervisor that was elected by the qualified electors of the District, the vacancy shall be filled by a Supervisor elected by the qualified electors of the District.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, all Supervisors shall be elected by qualified electors in the District and the Supervisors so selected must be qualified electors.

Any elected member of the Board may be removed by the Governor for malfeasance, misfeasance, dishonesty, incompetency or failure to perform the duties imposed upon him or her by the Act, and any vacancies that may occur in such office for such reasons shall be filled by the Governor as soon as practicable.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by

the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number.

The current members of the Board and the expiration of their terms are set forth below:

<u>Name</u>	<u>Title</u>	<u>Expiration of Term</u>
Todd J. Pokrywa*	Chair	November 2026
Amy Mitchell*	Vice Chair	November 2026
Tiffani Bissett	Assistant Secretary	November 2024
Christopher Wright	Assistant Secretary	November 2024
Cathleen Conley*	Assistant Secretary	November 2026

* Affiliate or employee of the Master Developer or DUDA.

Legal Powers and Authority

As a special district, the District has only those powers specifically delegated to it by the Act or necessarily implied from powers specifically delegated to it. In addition to the power to issue the Series 2023 Bonds to finance a portion of the costs of the Village 2 CIP, among other provisions, the Act gives the District the power to, among other things, (a) lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the District is authorized to undertake and facilities or property of any nature for the use of the District to carry out the purposes authorized by the Act, (b) borrow money and issue bonds, certificates, warrants, notes or other evidence of indebtedness as provided in the Act, to levy such taxes and assessments as may be authorized and to charge, collect and enforce fees and other user charges, (c) raise, by user charges or fees authorized by resolution of the Board, amounts of money which are necessary for the conduct of District activities and services and the maintenance of District facilities and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law, (d) exercise within the District, or beyond the District with prior approval by vote of a resolution of the governing body of the County if the taking will occur in an unincorporated area in that County, the right and power of eminent domain over any property within the State, except municipal, county, state, and federal property, for the uses and purpose of the District relating solely to water, sewer, district roads and water management and control, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another, (e) cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties or purposes authorized by the Act, (f) assess and impose upon lands in the District ad valorem taxes as provided by the Act, (g) determine, order, levy, impose, collect and enforce assessments pursuant to the Act and Chapter 170, Florida Statutes, as amended from time to time, pursuant to authority granted in Section 197.3631, Florida Statutes, or pursuant to other provisions of general law now or hereinafter enacted, and (h) exercise all of the powers necessary, convenient, incidental or proper in connection with any other powers or duties or the special purpose of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances, and the Act does not empower the District to grant building permits. These

functions are performed by the general-purpose local government, acting through its governing body and its departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens but does not limit the right of any owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with any of its debt obligations.

District Manager

The Act requires the Board to hire a district manager. The Act provides that the district manager shall have charge and supervision of the works of the District and shall be responsible for (a) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (b) maintaining and operating the equipment owned by the District, and (c) performing such other duties as may be prescribed by the Board. The Act further provides that it shall not be a conflict of interest under Chapter 112, Florida Statutes, for a Supervisor, the district manager, or another employee of the District to be a stockholder, officer or employee of a landowner. Wrathell, Hunt & Associates, LLC, serves as the district manager (in such capacity, the "District Manager").

PRIOR DISTRICT INDEBTEDNESS

The District previously issued \$23,865,000 in aggregate principal amount of its Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project) (the "Series 2021 Bonds"), of which \$23,865,000 is Outstanding. The District has issued the Series 2021 Bonds and will issue the Series 2023 Bonds to acquire and/or construct portions of the Village 2 CIP. The Assessments separately securing the Series 2021 Bonds and the Series 2023 Bonds are initially levied on an equal acreage basis on all assessable unsold and unplatted lands within Village 2 and will be allocated on a per unit basis to the single-family residential units as such acreage in Village 2 is sold or developed and platted. Based upon the status of platting and land sale activity, the special assessments levied in connection with the Series 2021 Bonds (the "Series 2021 Assessments") have been fully assigned. Accordingly, at the time of the issuance of the Series 2023 Bonds, the Series 2021 Assessments and the Series 2023 Assessments will not overlap.

THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2023 PROJECT

Detailed information concerning the Capital Improvement Program for Village 2 (the "Village 2 CIP") is contained in the Master Engineer's Report for Capital Improvements dated March 31, 2020 (the "Master Engineer's Report"), and detailed information concerning the portion of the Village 2 CIP to be funded in part with certain proceeds of the Series 2023 Bonds (the "Series 2023 Project") is contained in the [Supplemental Engineer's Report Village 2 – Series 2023 Project] dated May 25, 2023 (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Report"), each prepared by BSE Consultants, Inc. (the "Consulting Engineer"), and attached hereto as composite APPENDIX A. The information in this section relating to the Village 2 CIP and the Series 2023 Project is qualified in its entirety by reference to such Engineer's Report, which should be read in its entirety.

The Village 2 CIP is estimated to cost approximately \$260.5 million and includes roadway improvements, water, sewer and reuse facilities, stormwater facilities, landscaping, irrigation, signage, and parks and trail systems. The Village 2 CIP is described in the Engineer's Report in broad terms of improvements including Master Infrastructure and Neighborhood Infrastructure. "Master Infrastructure" is that portion of the Village 2 CIP that benefits all developable land uses in Village 2 and is estimated to cost \$84.3 million. "Neighborhood Infrastructure" is that portion of the Village 2 CIP that benefits residential parcels of land in Village 2 and is estimated to cost \$176.2 million. It is currently anticipated that the District will issue three (3) Series of Bonds to acquire and/or construct a portion of the Master Infrastructure components of the Village 2 CIP. As discussed in more detail herein, while a request has not yet been made, one or more residential neighborhood developers may request that the District issue Bonds to acquire and/or construct Neighborhood Infrastructure for residential parcels in Village 2. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – No Parity Bonds; Limitation on Parity Assessments" herein.

The Master Infrastructure component of the Village 2 CIP primarily consists of major transportation arteries traversing Village 2 and generally includes the construction of three (3) roadway segments consisting of (a) the Pineda Boulevard extension southeast along the Village 1/Village 2 divide and west from the I-95/Pineda Boulevard interchange, (b) the southward extension of Lake Andrew Drive, and (c) the continued extension of Stadium Parkway south from Pineda Boulevard.

The District previously issued its Series 2021 Bonds to primarily fund the extension of two (2) roadways including Pineda Boulevard and Lake Andrew Drive, which together with associated utilities, drainage and landscaping, cost approximately \$28.5 million. The Series 2023 Project is estimated to cost approximately \$27 million and specifically includes the construction or acquisition of the next roadway segments of Pineda Boulevard and an additional segment of Stadium Parkway extending south from Pineda Boulevard to the entry into the Laurasia neighborhood as well as the first phase of the Village 2 trail system amenity.

Certain portions of the major transportation improvements including associated utilities, force main, drainage and landscaping for Village 2 have been completed with other segments underway. The segments that are completed and open to traffic include the extension of Lake Andrew Drive south of its intersection at Pineda Causeway to the entry of the Pangea neighborhood and the extension of Pineda Boulevard west from the southward extension of Lake Andrew Drive to the entry into the Pangea neighborhood. The Master Developer is also currently developing additional segments of Pineda Boulevard which are anticipated to be completed by September 2023. Such segments will complete Pineda Boulevard in its entirety, thereby connecting it from the I-95/Pineda Causeway interchange to Wickham Road at the Village 1/Village 2 divide. These roadway improvements have facilitated a new key gateway into Viera West (hereinafter defined) and direct entry into Village 2. The interchange and its connection to the internal Viera roadways provide for an additional point of ingress and egress to Viera West representing the final and southernmost I-95 interchange for Viera. In addition, certain segments of Stadium Parkway extending south from Pineda Boulevard to the entry into the Laurasia neighborhood have been completed.

The Master Developer estimates it has expended approximately \$18 million towards the Series 2023 Project. Proceeds of the Series 2023 Bonds will fund the acquisition and/or construction of a portion of the Series 2023 Project in the approximate amount of \$22.2 million*. The remainder of the Series 2023 Project not funded with proceeds of the Series 2023 Bonds has and will continue to be funded by the Master Developer. It is currently anticipated that the District will issue an additional Series of Bonds to fund the acquisition and/or construction of additional portions of the Master Infrastructure component of the Village 2 CIP not funded with proceeds of the Series 2023 Bonds. At the time of issuance of the Series 2023 Bonds, the Master Developer and the District will enter into the Completion Agreement whereby the Master Developer will agree to complete those portions of the Series 2023 Project that have not previously been completed. The District cannot make any representation that the Master Developer will have sufficient funds to complete the Series 2023 Project. See "BONDOWNERS' RISKS – Completion of Series 2023 Project" herein.

As discussed in more detail under the heading "VILLAGE 2 – Residential Neighborhoods," the Master Developer is currently developing the Neighborhood Infrastructure for several neighborhoods within Village 2. Further, as described herein, the Master Developer has sold parcels of land planned for residential development in Village 2 to certain residential neighborhood developers, including Pulte, for which construction of the Neighborhood Infrastructure has commenced. Such Neighborhood Infrastructure as well as the remaining Neighborhood Infrastructure for Village 2 has been and is likely going to continue to be funded by the Master Developer, Pulte or any successor or additional residential neighborhood developers for the respective residential neighborhoods they are currently developing or will develop in the future. The District cannot make any representation that the Master Developer, Pulte or any successor or additional residential neighborhood developers will have sufficient funds to complete the Neighborhood Infrastructure component of the Village 2 CIP for their respective neighborhoods. However, while a request has not yet been made, one or more residential neighborhood developers may request that the District issue Bonds to acquire and/or construct Neighborhood Infrastructure for residential parcels in Village 2.

ASSESSMENT METHODOLOGY

Wrathell, Hunt & Associates, LLC (in such capacity, the "Assessment Consultant"), has prepared the Master Assessment Methodology Report dated March 31, 2020 (the "Master Assessment Report") and the [Second Supplemental Assessment Methodology Report] dated [_____], 2023 (the "Supplemental Assessment Report" and, together with the Master Assessment Report, the "Assessment Report"), attached hereto as composite APPENDIX B.

As discussed in more detail under the heading "VILLAGE 2 – Land Use, Development and Sales Plan," Village 2 comprises approximately 3,036 acres and is currently planned to include 4,700 single-family units, including single-family detached homes and single-family attached homes, 800 multi-family units, 289 assisted living units, 250 hotel beds, 600,000 square feet of retail use, 460,000 square feet of office use and 200,000 square feet of light industrial use. The Assessment Report provides a methodology to allocate the total benefit derived from the Village 2 CIP and the Series 2023 Project to each of the land uses planned

* Preliminary, subject to change.

within Village 2. The Assessment Report prescribes that the special assessments, including the Series 2023 Assessments, will initially be levied on an equal acreage basis against a portion of the assessable lands within Village 2 (such portion of Village 2 hereinafter referred to as the "Village 2 Assessment Area") and then on a per unit or square foot basis as platting occurs.

While the special assessment calculations are benefit driven, the actual amounts to be assessed to a particular parcel may be less resulting from the prepayment or contribution of infrastructure to satisfy the special assessments allocated to a particular parcel in its entirety or partially. It is the intent of the Master Developer to limit the annual Series 2023 Assessments levied on single-family detached and single-family attached residential lots within the Village 2 Assessment Area to \$1,000 and \$750, respectively, thereby necessitating a contribution of Master Infrastructure to accommodate the same. Further, upon issuance of the Series 2023 Bonds, the Master Developer will contribute Master Infrastructure necessary to satisfy the Series 2023 Assessments that otherwise would have been levied on those parcels in the Village 2 Assessment Area planned for land uses other than single-family residential and anticipates doing the same for future Series of Bonds issued by the District to fund the acquisition and/or construction of Master Infrastructure. The table below illustrates the estimated principal and annual Series 2023 Assessments for the single-family detached and single-family attached residential product types planned within the Village 2 Assessment Area as a result of the aforementioned infrastructure contributions.

Product Type	Est. Series 2023 Bonds Principal Per Unit	Est. Series 2023 Bonds Gross Annual Debt Service Per Unit*
Single-family detached	\$[_____]	\$1,000
Single-family attached	[_____]	750

**Includes gross-up of 4% for early payment and 2% for collection fees imposed by the County.*

As discussed in more detail under the heading "VILLAGE 2 – Assessment Areas" herein, the District previously issued its Series 2021 Bonds which are secured by the Series 2021 Assessments which have been fully assigned to platted lots or sold parcels in the Village 2 Assessment Area. Accordingly, at the time of issuance of the Series 2023 Bonds, the Assessments securing the Series 2021 Bonds and the Series 2023 Bonds will not overlap.

VIERA

Viera is a master-planned development of regional impact authorized under a development order initially adopted by the County in 1990 pursuant to Chapter 380, Florida Statutes. The community of Viera now encompasses approximately 20,646 acres located in the central coastal region of the County adjacent to Melbourne, Florida. Viera spans both the east and west sides of I-95 and is served by four (4) I-95 interchanges at Fiske Boulevard/Barnes Boulevard, Viera Boulevard (diverging diamond interchange), Wickham Road and the Pineda Causeway. The Orlando International Airport, the Melbourne-Orlando International Airport and the Orlando-Sanford International Airport can be reached in approximately forty-five (45) minutes, twenty-five (25) minutes, and sixty (60) minutes, respectively. Further, the beaches of the Atlantic Ocean can be reached in approximately fifteen (15) minutes and Port Canaveral and the Kennedy Space Center can be reached in approximately thirty (30) minutes.

Lands comprising Viera were originally acquired by A. Duda & Sons, Inc., a Florida corporation (as previously defined, "DUDA"), the corporate parent of The Viera Company, a Florida corporation ("TVC" or as previously defined, the "Master Developer" and described in more detail herein under the heading "THE MASTER DEVELOPER"), in the 1940s for agricultural purposes, including cattle ranching and sod production. Today, DUDA continues agricultural operations in rural areas of Viera and within the Viera Wilderness Park, where such operations play a critical role in maintaining habitat for several protected species. TVC was created in the early 1980s to manage the real estate assets of DUDA and subsequently focused on the development of Viera as a "New Town" in the late 1980s. Shortly thereafter, initial development entitlements for Viera were granted under Viera's initial development order authorizing development of 3,200 acres situated east of I-95. Over the following thirty (30) plus years, Viera has grown to include a significant amount of additional acreage and entitlements to accommodate its build-out as a master-planned community with an estimated 70,000 plus residents. Today, Viera includes more than 13,800 residential units with an estimated population of greater than 33,000 and includes approximately 3.8 million square feet of occupied office, retail and light industrial space which is home to more than 860 businesses that employ over 11,700 people. In 2021 and 2022, Viera was ranked 13th and 10th on RCLCO's top-selling master-planned communities list with 732 and 722 homes sold, respectively. The information below highlights some of the development activity occurring in Viera since its inception in 1990.

Residential

- 13,800+ single-family attached and detached units spread across various communities and neighborhoods that include the full spectrum of buyers ranging from first-time home buyers to active adults/retirees.
- 3,000+ condominiums and apartments.
- 650+ independent, assisted and memory care units located in six (6) facilities.

Recreational

- 125-acre Viera Regional Park offering lighted softball, baseball and soccer/lacrosse/football fields, basketball and tennis courts, playgrounds and a community center with gymnasium (lands donated by TVC).

- USSSA Space Coast Stadium has served as the spring training facility for the Florida Marlins (1994–2002), Montreal Expos (2003–2004), and Washington Nationals (2005–2016) and as the home field of the Brevard County Manatees (1994–2016). After a \$50 million renovation, the state-of-the-art complex re-opened in 2017 as a baseball/softball venue known as the USSSA Space Coast Complex complete with fifteen (15) AstroTurf fields and is now the home of the USSSA Pride women's professional softball team. The stadium-proper is owned by the County while the remainder of the complex is owned by TVC but leased to the County and both are operated by USSSA (the United States Specialty Sports Association).

- Duran Golf Club, which includes both a public championship 18-hole golf course and a driving range/9-hole short course, and the Viera East Golf club, a public 18-hole golf course.

- The Brevard Zoo opened in 1994 on fifty-six (56) acres and was subsequently expanded to comprise a total of seventy-five (75) acres. Today it is a world-class zoo connected to TreeTop Trek aerial journeys with zip lines, obstacle courses and maze-like adventures (lands donated by DUDA).

- More than twenty (20) neighborhood parks as well as a series of interconnected walking/running trails.

Healthcare/Behavioral Health

- Approximately 50-acre campus combining health, wellness and disease prevention consisting of 100-bed Health First Viera Hospital, 68,000 square foot Pro-Health & Fitness Viera, Health First Cancer Institute and Health First Medical Rehabilitation Center.

- Veterans Administration Outpatient Clinic with primary and specialty healthcare including outpatient surgery.

- Devereux Florida Viera campus offers a professional therapeutic environment for children and adolescents facing significant emotional, behavioral and developmental challenges. The campus includes six (6) residential units, the Devereux School and a state-of-the-art activity and wellness center.

- Numerous additional medical facilities providing for, without limitation, assisted living/memory care, pediatric, primary, dental and ophthalmology care.

Education

- Pre-school and early education facilities including Amazing Explorer's Academy and Viera Children's Academy.

- Four (4) elementary public schools and a high school. Groundbreaking for the new Viera Middle School was held on February 1, 2023 and final completion is currently projected for August 1, 2024. The Brevard County public school system is ranked third in the State with 98% of Brevard County schools receiving a grade of A or B, and recipient of a district-wide overall A-rating for over ten (10) straight years.

- Two (2) charter schools including Pinecrest Academy Viera and Viera Charter School, both K-8 tuition-free public charter schools.

- Goddard School, early childhood development (*future development/under contract*).

Houses of Worship

Viera includes multiple houses of worship with varying faiths and denominations.

Governmental/Civic

Viera is home to the following Brevard County government, judicial and civic facilities:

- Brevard County School Board.
- Brevard County Government Center.
- Moore Justice Center (Circuit Court for the Eighteenth Judicial Circuit).
- Brevard County Health Department.
- Brevard County Children's Medical Services.
- Two (2) fire stations with a third under construction in Village 2.

Retail

Viera includes retail opportunities and services situated at the I-95 interchanges as well as strategically situated throughout the community which include, without limitation, the following:

- The Avenue Viera offers a 62-acre outdoor shopping atmosphere with 600,000 square feet of space consisting of more than sixty (60) national retailers, select local merchants and specialty restaurants. Anchor tenants include Kohl's, Office Depot, Michael's, Old Navy, AMC Theatres, Belk, Loft and Ethan Allen.

- The Shoppes at Lake Andrew is situated at the northeast corner of the I-95 and Wickham Road interchange and includes Super Walmart, Petco, Ross Dress for Less, Hobby Lobby, Shoe Carnival and Dollar Tree as well as adjacent restaurants and a hotel.

- Located near The Avenue Viera, and just across the water from Duran Golf Club's par-3 course, is the developing cornerstone of what will become Viera's Town Center district featuring events, dining, shopping and recreation. Currently, Viera Town Center includes a 116-room Fairfield Inn & Suites, a 118-room Home2Suites by Hilton and the 272-unit Centre Pointe Apartments. Additional multi-family projects include the Pearl of Viera (298 units) and Luna (245 units). The Luna project is a 6-story building that also includes integrated structured parking and ground floor retail. Further, the new children's playground, community event lawn and dog park areas represent key recreational space for Viera Town Center.

- Super Target.
- Costco.
- More than two (2) dozen restaurants ranging from fast food to fine dining.

Hotels

- Home2Suites by Hilton.
- Fairfield Inn & Suites by Marriott.
- Homewood Suites by Hilton (under construction).
- Hilton Garden Inn (under construction).

More information on Viera as well as an interactive highlight of its history can be found by visiting www.viera.com.

THE MASTER DEVELOPER

TVC is the master developer of Viera (in such capacity and as previously defined, the "Master Developer") which, together with its parent company DUDA, owns a large portion of the remaining undeveloped lands within Viera as well as various other real estate and related assets therein. DUDA is a family-owned and operated diversified land company that is headquartered in Oviedo, Florida, with more than 1,000 full-time employees and operations across the United States. Since 1926, the company has grown and evolved from a fresh vegetable grower and shipper to a diversified land company with a variety of agriculture and real estate operations. Today, DUDA owns or leases 45,000 acres across the U.S.

TVC, a wholly owned subsidiary of DUDA, manages commercial and residential development of DUDA's non-agricultural property in Florida and is the master developer of Viera. TVC's integrated real estate operations within Viera include Viera Builders, Inc. (home construction) which closed 395 homes in Viera in 2022, Viera Commercial Properties, Inc. (commercial property sales and management), the Addison Village Club (private amenity), and Duran Golf Club (championship course, driving range, learning center, clubhouse, and restaurant).

VILLAGE 2

Overview

Development of the lands within the District will provide for an extension of the overall Viera master-planned community. The lands within the District are planned to be developed in three (3) villages with each village designed to contain a variety of residential, commercial, office, light industrial and institutional areas, along with recreation and open space facilities. Two (2) villages are situated south of Wickham Road and are under active development, and one future village is situated to the west of the current terminus of Viera Boulevard. The first village ("Village 1") comprises approximately 2,151 acres and is located south of Wickham Road, north of Pineda Boulevard and predominantly west of Lake Andrew Drive. Village 1 is substantially horizontally and vertically developed and includes 4,055 single-family residential units spread across thirteen (13) neighborhoods. In addition, educational, commercial, retail, multi-family rental and other uses have been constructed in Village 1.

The second village ("Village 2") encompasses approximately 3,036 acres and is located in the southernmost part of the District, bordered to the east by I-95, to the west by the Viera Wilderness Park (described in more detail herein), to the north by Village 1 and to the south by the River Lakes Conservation Area. Village 2 is currently planned to include 4,700 single-family units, including single-family detached homes and single-family attached homes, 800 multi-family units, 289 assisted living units, 250 hotel beds, 600,000 square feet of retail use, 460,000 square feet of office use, 200,000 square feet of light industrial use and a variety of recreational facilities. Such land uses and densities may vary based upon actual development and permitted land use conversions/exchanges as discussed in more detail herein. Village 2 has been designed to emphasize walkability and is planned to include nine (9) residential neighborhoods, a centralized village center and additional mixed-use development. Village 2 is also planned to include community parks and a trail system further enhancing the

walkability of Village 2. Additional recreational amenities are further anticipated to be constructed in the distinct residential neighborhoods throughout Village 2.

As discussed in more detail herein, the Master Developer is currently actively developing four (4) neighborhoods in Village 2 with development of a fifth neighborhood expected to commence in the third quarter of 2023. In addition, development activities by Pulte Home Company, LLC, a Michigan limited liability company (as previously defined, "Pulte") of its Del Webb branded 55+ neighborhood commenced in October 2021. Development activities in a seventh neighborhood known as "The Landings" are scheduled to commence in the fourth quarter of 2023. Finally, the County's first Costco opened just west of the I-95 and Pineda Causeway interchange and construction of a Space Coast Credit Union is nearing completion adjacent thereto.

As discussed in more detail under the headings "ASSESSMENT METHODOLOGY" and "– Assessment Areas" herein, the Series 2023 Assessments will initially be levied on a portion of the acreage within Village 2 and ultimately only on platted single-family residential lots developed thereon.

Entitlements/Zoning

Viera is located within the Viera Development of Regional Impact (the "Viera DRI") which originally received development order approval in December 1990 and has since been amended multiple times, most recently in August 2019 (as amended, the "Viera DO"), largely to modify the geographical boundaries of the Viera DRI to include additional acreage west of I-95. Lands in the Viera DRI currently comprise approximately 20,646 acres and are generally divided into three (3) geographical areas, including 3,231 acres east of I-95 ("Viera East"), 5,848 acres located west of I-95 and north of Wickham Road ("Central Viera") and the remaining 11,567 acres located west of I-95, including 5,258 acres reserved for the Viera Wilderness Park in which non-agricultural development is prohibited ("Viera West"). Each of the above-mentioned geographical areas in Viera have also received zoning approval from the County as a planned unit development. A majority of the acreage in the District is located in the West Viera Planned Unit Development (the "West Viera PUD") and a small portion thereof in the northeast portion of the District is located in the Central Viera Planned Unit Development. Village 2 lands consisting of approximately 3,036 acres are wholly contained within the boundaries of the West Viera PUD.

Development of the property comprising Village 2 will be undertaken in accordance with the Viera DO and the West Viera PUD as more specifically described below.

Land Use. As discussed above, the Viera DO has been amended multiple times to include additional acreage in the Viera DRI and further authorizing the following development rights, which may be exchanged or converted by the Master Developer in accordance with the land use exchange/conversion matrix, subject to certain maximum land use and entitlement limitations.

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Viera DRI

Land Use	Cumulative Thru Phase 3	Phase 4	Total
Residential (units)	14,578	17,494	32,072
Office (sq. ft.)	1,739,697	1,677,901	3,417,598
VA Clinics (sq. ft.)	137,500	--	137,500
Hospital (beds)	322	--	322
ACLF Nursing Home (sq. ft.)	956	215	1,171
Office/Warehouse/Light Industrial (sq. ft.)	293,568	327,482	621,050
Retail (sq. ft.)	2,238,700	1,182,097	3,420,797
Hotel or Motel (rooms)	240	711	951
Stadium (seats)	7,500	--	7,500
Theaters (screen/seats)	16 / 3,600	--	16 / 3,600
Golf Course (holes)	54	18	72

The land use entitlements within the West Viera PUD are authorized pursuant to the Viera DO and are further assigned to specific districts within the West Viera PUD. The Viera DO contemplates lands within the West Viera PUD will be developed in three (3) distinct Village districts, each conceptually designed to offer a collection of neighborhoods supported by a centrally located, mixed use village center and neighborhood parks. The West Viera PUD also includes the "Rural Development District" which encompasses lands devoted to preserving the rural character of the area and maintaining a low gross residential density. Further, the "Interchange District" provides mixed-use opportunities for development compatible with its adjacency to a major I-95 interchange (located in Village 2) and the "Rural Area/District" and the "Conservation Area/District" comprise agricultural and conservation areas ultimately constituting the Viera Wilderness Park in which non-agricultural development is prohibited.

The information appearing in the table below illustrates the development approvals granted in the West Viera PUD. Land use conversions/exchanges are authorized in accordance with the provisions of the Viera DO and conversions/exchanges not solely within the West Viera PUD are allowed through amendment of the West Viera PUD.

West Viera PUD

Land Use	Village District	Interchange District	Rural Development District	Total
Residential (units)				
Single-family	15,334	--	329	15,663
Multi-family	3,584	250	--	3,834
Office (sq. ft.)	200,000	659,920	--	859,920
ACLF Nursing Home (units)	276	144	--	420
Office/Warehouse/Light Industrial (sq. ft.)	86,500	220,482	--	306,982
Retail (sq. ft.)	140,000	560,000	--	700,000
Hotel or Motel (rooms)	--	250	--	250

The West Viera PUD is being developed on a phased basis consistent with the Viera DO. The Viera DO sets forth four (4) phases of development. The Phase 1 through Phase 3 build-out date, as extended and revised, is February 20, 2036, and the build-out date for Phase 4 has been extended to February 21, 2046. The Viera DRI expiration date has also been extended to February 21, 2046, and therefore is not subject to downzoning or unit density reduction until then.

Based upon the extent of the land sale and development activities in Viera to date, nearly all of the densities set forth in the Viera DO through Phase 3 have been constructed or committed. Accordingly, predominantly all of Village 2 will be developed pursuant to Phase 4 of the Viera DO. Currently, the Viera development meets all requirements and conditions set forth in the Viera DO as and when required, permitting continued development work in Village 2 and the District.

Development Conditions. The Viera DO sets forth certain conditions related to project design, floodplain, natural resources management, energy and "green" building practices, affordable housing, stormwater management, water quality and drainage, wetlands, upland buffers, landscape, land clearing and tree protection, education, transportation, fire/police/libraries and recreation and open space. Certain of the conditions of the Viera DO are summarized below but are not meant to provide an exhaustive list of all of the conditions set forth in the Viera DO.

- *Education.* The Master Developer has entered into a school mitigation and concurrency agreement with the Brevard County School Board and the County which requires the Master Developer to convey a specific number of school sites to the Brevard County School Board when needed by the Brevard County School Board for the purpose of constructing public school facilities serving the Viera DRI and other areas in the County. In addition to conveying school sites serving Viera East and Central Viera, the Master Developer was required to commit to future conveyance of up to four (4) additional school sites located in Viera West. Such sites have been conceptually located and in accordance with the agreement, the Master Developer waived its rights to receive impact fee credits for such sites. The Brevard County School Board and the Master Developer will mutually agree on the final and specific locations of said school sites, when required, which are subject to change based upon various factors including, but not limited to, the type and location of development and associated infrastructure occurring in the Viera DRI. Under such school mitigation and concurrency agreement, the Master Developer will fully satisfy all school concurrency requirements for up to 29,945 residential units in the Viera DRI.

- *Transportation.* The Master Developer is required to satisfy or complete transportation improvements to mitigate the impacts of future development within Viera. The Master Developer has entered into a proportionate share agreement to further address the mitigation of transportation impacts through build-out. As discussed herein, the Viera DO sets forth four (4) phases of development and includes a commitment for the transportation mitigation for Phase 1 through Phase 3, and it also sets forth a procedure for continuing development into Phase 4. Transportation impacts for Phase 1 and Phase 2 have been completely and fully mitigated as is the case with substantially all of those for Phase 3. Below is a summary of the primary remaining transportation conditions for Phase 3 and Phase 4. Based upon their timing, such conditions are intended to be met in conjunction with the development of Village 3 and are therefore included as part of the Village 3 capital improvement program rather than the Village 2 CIP.

Phase 3:

- Provide funds in the amount of \$5 million to mitigate traffic impacts to Wickham Road that are pipelined for improvements as part of the Washingtonia Boulevard extension from Ellis Road, which funds shall be paid to the County prior to October 21, 2036.

Phase 4:

- Spyglass Overpass, construction of a four lane bridge and roadway connecting Spyglass Hill Road to Napolo Drive from Lake Andrew Drive to Murrell Road at an estimated cost of \$14.1 million. Such improvement must be complete and open coincident with the completion of 50% of the development program identified as Phase 4 of the Viera DO, based on equivalent residential units.

- I-95 at the Fiske Boulevard/Barnes Boulevard Interchange, funding for a Florida Department of Transportation Study in an amount not to exceed \$1.5 million to be paid within 180 days of receipt of notice by the Master Developer from the Florida Department of Transportation that the process is ready to proceed.

- *Dedication for County Use.* Pursuant to the Viera DO, the Master Developer has conveyed two (2) fire stations to the County. In addition, a final fire station located in Village 2 is under construction, with expected completion and conveyance to the County in 2024. The Master Developer is eligible to receive impact fee credits pursuant to the Viera DO for all such conveyances. The Master Developer is also required to reserve one (1) site in Village 2 for lease to the County for use as a sheriff station, if requested.

- *Recreation.* In addition to the Viera Wilderness Park, the Master Developer shall provide no less than 370 acres of parks within the portion of the Viera DRI west of I-95.

- *Environmental.* A Habitat Management Plan has been produced in accordance with the Viera DO establishing guidelines for the enhancement of habitat, conservation of wetlands, and the permissible agricultural use of the Viera Wilderness Park. As previously discussed herein, the Viera Wilderness Park will ultimately comprise approximately 5,258 acres and is regionally located in the defined Rural Area/District and the Conservation Area/District. The Viera Wilderness Park is intended to buffer the adjacent 44,000-acre River Lakes Conservation Area through the protection of contiguous upland and wetland systems as well as provide a habitat for protected species including the American bald eagle, crested caracara, sandhill crane, burrowing owl and gopher tortoise.

Permitting

The Supplemental Engineer's Report attached hereto as part of composite APPENDIX A includes a list of those permits that have been obtained and those that will need to be obtained to complete the construction of the Master Infrastructure necessary to serve Village 2. The Master Developer has obtained permits from the U.S. Army Corps of Engineers and St. Johns River Water Management District for stormwater management and wetland mitigation for all of Viera West which permits have expiration dates of September 2032 and September 2025, respectively. The Master Developer has further obtained the remaining necessary permits to construct the Series 2023 Project which includes the second phase of Master Infrastructure for Village 2.

In addition to the permits described above, the Master Developer and or any successor or additional residential neighborhood developers will be required to obtain various permits and approvals pertaining to the Neighborhood Infrastructure included as part of the Village 2 CIP and any improvements not included as part of the Village 2 CIP.

Upon issuance of the Series 2023 Bonds, the Consulting Engineer will certify that all such permits and approvals not previously obtained are expected to be obtained in the ordinary course of business.

Environmental

The lands constituting Viera were originally acquired in the 1940s by the parent company of the Master Developer and therefore the Master Developer is aware of the utilization of the land from that time to present date. Accordingly, an environmental site assessment has not been commissioned by the Master Developer for the acreage in Village 2. In conjunction with its acquisition of certain lands within Village 2, Pulte commissioned an environmental site assessment which revealed no evidence of environmentally recognized conditions.

As discussed herein, the planning and approvals for the Viera West expansion provide for the 5,258-acre Viera Wilderness Park which not only serves environmental mitigation purposes but also ensures the long-term protection of natural resources. In accordance with the Viera DO, a Habitat Management Plan was established governing the natural resource management in the Viera Wilderness Park and providing measures to minimize impacts on protected species including the American bald eagle, crested caracara, sandhill crane, burrowing owl and gopher tortoise. The Master Developer has received various biological opinions and permits addressing certain of such protected species and further providing for measures that must be applied to minimize impacts of incidental take of such species. Such measures may include, but are not limited to, conducting nest surveys prior to commencing land development activities, establishing protection zones, monitoring the effects of development/construction activities and, if necessary, restricting development/construction activities.

Utilities

The City of Cocoa provides potable water services to Viera. The Master Developer and the City of Cocoa entered into an agreement, as amended over time to account for the expansion of the boundaries of the Viera DRI, which allocates water service capacity for up to 34,550 equivalent residential connections, providing sufficient capacity to serve all of Viera. The ability of the City of Cocoa to provide for adequate water capacity to Viera and its larger service area is conditioned on the construction of certain off-site water supply infrastructure. With the exception of onsite water main improvements within Viera, the City of Cocoa shall perform or cause to perform all work on such capital improvements. In order to fund such improvement costs, the City of Cocoa has and will continue to collect connection charges based on a pro-rata share calculation from all users located in the service area, including those users located in Viera, until all such projects are complete and paid for. The current potable water connection charge for users within Viera is \$1,125 per equivalent residential connections. To the extent these funds are insufficient to pay for such improvement costs, the City intends to request a funding contribution from the Master Developer for which it shall be entitled to receive reimbursement from future connection fees. Further, all 34,550 approved equivalent residential connections for Viera will remain available for the Master Developer's exclusive use until December 30, 2026. The City has the right, with specific notice provided to the Master Developer, to allocate unused residential connections thereafter. Prior to such re-allocation, the Master Developer has the right to add

and confirm its total allocated residential connections thereby recommitting a sufficient amount of residential connections to the Viera project.

Electric power is being provided by Florida Power & Light and gas service is being provided by Florida City Gas. Telephone, internet and cable is being provided by CV of Viera, LLP.

Land Use, Development and Sales Plan

As discussed herein, Village 2 is being developed in accordance with the Viera DO and Viera West PUD. The table below illustrates the current planned land uses and densities for Village 2 which may vary based upon actual development and permitted land use conversions/exchanges.

<u>Land Use</u>	<u>Density</u>
Residential (units)	
Single-family	4,700
Multi-family	800
Office (sq. ft.)	460,000
ACLF Nursing Home (units)	289
Office/Warehouse/Light Industrial (sq. ft.)	200,000
Retail (sq. ft.)	600,000

Similar to Village 1, it is the current intent of the Master Developer to develop the Master Infrastructure required for Village 2 to provide for its ability to develop residential neighborhoods primarily for provision of finished lot inventory to Viera Builders, Inc. ("Viera Builders"), its homebuilding affiliate which closed 395 homes in Viera in 2022, as well as to develop and sell finished lots to third party builders and undeveloped parcels to third-party developers/builders. To date, the Master Developer has sold a 499-acre parcel to Pulte for their development of an approximately 1,297 single-family home Del Webb branded 55+ neighborhood. Development activities are underway and home construction and sales activities in the initial phases of the active adult neighborhood have commenced. In addition, the Master Developer sold lands constituting the second phase of Aripeka to SFM (hereinafter defined) which is being developed into fifty-one (51) lots. Further, Condev (hereinafter defined) recently purchased an undeveloped parcel of land planned for a 207 single-family rental community. Finally, it is the intent of the Master Developer to sell parcels of land planned for mixed uses in Village 2 to third-party developers and end-users for vertical development thereon similar to the land sales consummated with Costco and the Space Coast Credit Union and the contracted sale of land planned for an early childhood education center known as the Goddard School. The Master Developer has also closed on one (1) additional parcel of land and has a second under contract, each planned for the development of no more than a 398 multi-family apartment complex.

The single-family component of Village 2 is planned to be developed in nine (9) neighborhoods. As previously discussed herein, the Master Developer is currently actively developing four (4) neighborhoods with development activities in a fifth neighborhood scheduled to commence in the third quarter of 2023. Further, Pulte commenced development activities in its Del Webb branded active-adult neighborhood in October 2021 and is selling homes in its initial phases. As discussed herein, development activities in a seventh neighborhood known as The Landings is expected to commence in the fourth quarter of 2023.

The table below illustrates certain information pertaining to the initial seven (7) referenced neighborhoods and the future neighborhoods planned in Village 2, which is subject to change.

Neighborhood	Landowner/Developer	Builders	SF Detached	SF Attached	Total Units
Pangea Park	Master Developer	Viera Builders	470	206	676
Aripeka	Master Developer	Third Party	260	--	260
Laurasia	Master Developer	Viera Builders	263	--	263
Del Webb	Pulte	Pulte	1,153	144	1,297
The Landings	Condev	Viera Builders	54	153	207
Crossmolina	Master Developer	Viera Builders	160	154	314
Farallon Fields	Master Developer	Viera Builders	576	--	576
<i>Subtotal</i>			<i>2,936</i>	<i>657</i>	<i>3,593</i>
Future Residential	Master Developer/ Third Party	Viera Builders/ Third Party	--	--	1,107
Total			--	--	4,700

Assessment Areas

The District previously issued its Series 2021 Bonds which are secured by the Series 2021 Assessments. See "PRIOR DISTRICT INDEBTEDNESS" herein. Initially, the Series 2021 Assessments were levied over certain assessable acreage in Village 2 consisting of approximately 2,970 acres (as previously defined, the "Village 2 Assessment Area"). The Assessment Report prescribes the assignment of special assessments from a per acre amount to a per unit amount upon platting or, with the exception of the Pulte Property (hereinafter defined), upon the sale of property with specific entitlements transferred thereto. To date, 1,598 lots have been sold or platted. Of the 1,598 lots, the Series 2021 Assessments have been assigned to [] lots, including [] platted lots and an additional 207 lots pursuant to a bulk land sale. As such, the Series 2021 Assessments have been fully assigned. The full assignment of the Series 2021 Assessments to lots situated in certain of the residential neighborhoods in Village 2 is set forth in the table below.

Neighborhood	Total Platted/Sold Units	Est. Allocated Series 2021 Gross Assessments
Pangea Park	[676]	\$[]
Aripeka	154	[]
Laurasia	164	[]
Del Webb	397	[]
The Landings	207	[]
Total	[]	\$1,405,858

Initially, the Series 2023 Assessments will be levied on an equal acreage basis on all of the remaining assessable undeveloped lands in the Village 2 Assessment Area. Upon land sale or platting, the Series 2023 Assessments will be assigned on a per unit basis to the single-family residential units in the Village 2 Assessment Area until fully assigned. To date, approximately \$[] million or []% of the Series 2023 Assessments has been assigned to sold or platted lots. Based upon the current estimated timing for the sale or platting of the remaining lots in the neighborhoods in the table above, the remaining []% of the Series 2023 Assessments are anticipated to be fully allocated to sold or platted lots in 202[].

As discussed in more detail earlier, it is anticipated that the District will issue one or more additional Series of Bonds or other obligations to fund additional portions of the Village 2 CIP. To the extent a subsequent Series of Bonds or other obligations are issued prior to the complete allocation of the Series 2023 Assessments, the Assessments levied in connection with such future Series of Bonds or other obligations and the Series 2023 Assessments will overlap. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – No Parity Bonds; Limitation on Parity Assessments" for information regarding the circumstances under which such additional Bonds may be issued and additional Assessments levied.

Residential Land Sale/Contract Activity

As discussed herein, the Master Developer has positioned Viera to offer a full range of residential product offerings thereby catering to a wide demographic buyer base from first-time buyers to retirees. The Master Developer has and continues to develop certain residential neighborhoods to provide finished lot inventory to Viera Builders, its homebuilding affiliate, while strategically selling certain lands to other developers/builders as well as certain finished lots to builders.

The narrative below provides a summary of the residential land sale activity specific to Village 2 as well as information on the purchaser, which information has been obtained from publicly available sources.

Pulte – Del Webb Neighborhood

In September 2021, Pulte acquired approximately 499 acres together with up to 1,498 single-family residential entitlements (the "Pulte Property"). The Pulte Property is located west of the proposed Stadium Parkway extension and south of the Pineda Boulevard extension in the westernmost boundary of Village 2. The current conceptual site plan currently contemplates the development of an approximately 1,297-unit Del Webb branded 55+ neighborhood with an amenity complex. The acquisition of the Pulte Property was effectuated partially in cash and the remainder via a purchase money mortgage in favor of the Master Developer. Pursuant to the purchase and sale agreement for the Pulte Property, the Master Developer has constructed the segment of Stadium Parkway and the associated utilities extending south from the proposed Pineda Boulevard to the midway point of the Pulte Property, which accommodates the main entry into the Del Webb neighborhood. Further, as part of its post-closing obligations, Pulte has completed the construction of seven (7) model homes and construction of the required amenity center complex is anticipated to be complete in [_____] 2023.

As of December 31, 2016, Pulte Home Company, LLC, is the successor by conversion of Pulte Home Corporation and is wholly owned by PulteGroup, Inc. ("PulteGroup"), a Michigan corporation. PulteGroup stock trades on the New York Stock Exchange under the symbol PHM. PulteGroup is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the SEC. The registration statement and these other SEC filings are available at the SEC's website at www.sec.gov and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street, NE, Washington, D.C. 20549. All documents subsequently filed by PulteGroup pursuant to the

requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

SFM Development – Aripeka Neighborhood – Phase 2

In April 2022, SFM Development of Brevard, LLC, a Florida limited liability company ("SFM"), closed on an estimated forty (40) acres located just south of the fully-constructed Strom Park neighborhood (the "SFM Property"). The SFM Property has since been developed into fifty-one (51) single-family residential lots as part of the second phase of the Aripeka neighborhood. It is anticipated that SFM will sell finished lots to CDS Builders which builder will also be constructing homes in the initial phase of Aripeka.

Pursuant to the purchase and sale agreement, the Master Developer is constructing all remaining common area entry gate and entry features and amenity improvements for the Aripeka neighborhood, which is expected to be completed in the fourth quarter of 2025.

SFM is managed by Chris Simms who is also the principal of CDS Builders. Mr. Simms was previously with Simms Builders, a family-owned business with over thirty (35) years of homebuilding experience in Brevard, Volusia and Indian River Counties.

Condev – The Landings Neighborhood

In November 2022, Condev Pineda Investors I, LLC, a Florida limited liability company ("Condev") acquired approximately forty-nine (49) acres for an aggregate purchase price of \$4.0 million (the "Condev Property"). The Condev Property is located south of the intersection of Stadium Parkway and Pineda Boulevard, just northeast of Pulte's Del Webb 55+ neighborhood. The Condev Property has been designated with no more than 207 single-family units. The conceptual site plan currently contemplates the development of an approximately 207-unit single-family home rental community, known as The Landings. Pursuant to the purchase and sale agreement for the Condev Property, Viera Builders will be the exclusive authorized builder of homes for the rental community and the property must be operated as a rental community for at least a ten (10) year period. If Condev sells the property, a participation fee equal to a percentage of the sales price must be paid to the Master Developer. Condev is required to perform all site work necessary to construct residential units in the neighborhood, including certain drainage improvements to the two (2) mile canal located at the southern boundary of the property. The Master Developer is required to extend all potable water and reuse mains and sanitary sewer mains to the boundary of the Condev Property.

Condev specializes in the development of residential, commercial and mixed-use developments throughout Florida. Condev is headquartered in Winter Park, Florida, and was founded in 1969 by the Gardner families. More information on Condev can be found at www.condevfl.com.

Development Status

The following table sets forth the development status for each active parcel within Village 2, which information is subject to change. As indicated herein, 1,391 lots in Village 2 have been platted, with certain neighborhoods nearing completion.

Neighborhood	Total Units	Development Status	Completion Date
Pangea Park	676	258 Platted Units (<i>Phase 1-3</i>), Complete (<i>Home Construction Underway</i>) 418 Platted Units (<i>Phase 3-4</i>), Development Underway	Complete Q3 2023
Aripeka	260	45 Platted Units (<i>Phase 1</i>), Complete (<i>Home Construction Underway</i>) 51 Platted Units (<i>Phase 2</i>), Complete (<i>Home Construction Underway</i>) 58 Platted Units (<i>Phase 3-4</i>), Development Underway 106 Units (<i>Phase 5-6</i>), Future Development	Complete Complete Q2 2023 --
Laurasia	263	164 Platted Units (<i>Phase 1</i>), Complete (<i>Home Construction Underway</i>) 99 Units (<i>Phase 2</i>), Development Underway	Complete Q1 2024
Del Webb	1,297	397 Platted Units (<i>Phases 1-3</i>), Complete (<i>Home Construction Underway</i>) 207 Units (<i>Phase 4</i>), Development Start Anticipated in Q3 2023 693 Units (<i>Phase 5</i>), Future Development	Complete Q2 2024 --
The Landings	207	207 Units (<i>Phase 1</i>), Development Start Anticipated in Q4 2023	Q2 2025
Crossmolina	314	160 Units (<i>Phase 1</i>), Development Underway 154 Units (<i>Phase 2</i>), Development Start Anticipated in Q1 2024	Q3 2024 Q3 2024
Farallon Fields	576	273 Units (<i>Phase 1-2</i>), Development Start Anticipated in Q3 2023 52 Units (<i>Phase 3</i>), Development Start Anticipated in Q2 2024 251 Units (<i>Phase 4-6</i>), Development Start Anticipated in Q1 2025	Q3 2024 Q1 2026 Q4 2026

In addition to the development activities described above, work on the major roadways traversing Village 2 has commenced. The extension of Pineda Boulevard from the Pineda Causeway/I-95 Interchange to Wickham Road at the Village 1/Village 2 divide is nearing completion, further facilitating a new key entry into the southernmost portions of the District and Viera. Additional segments of Stadium Parkway extending south from Pineda Boulevard to the main entrance of Pulte's Del Webb 55+ neighborhood and further south to the entrance of the Laurasia neighborhood are complete. Work on Lake Andrew Drive is also underway with certain segments extending south of its intersection at Pineda Causeway to the entry of the Pangea neighborhood having been completed. Further as discussed herein, Costco opened just west of the I-95 and Pineda Causeway interchange and construction of a Space Coast Credit Union is nearing completion adjacent thereto.

Residential Neighborhoods

Village 2 is planned to include nine (9) single-family residential neighborhoods that will serve a wide demographic of buyers spanning from first-time buyers to retirees. Development of five (5) residential neighborhoods is underway with development activities in two (2) additional neighborhoods anticipated to commence by the end of 2023. Provided below is certain information pertaining to the referenced residential villages.

Pangea Park

Located at the southwest corner of the intersection of Lake Andrew Drive and Pineda Boulevard, Pangea Park has been designed as a multi-generational neighborhood that is being developed by the Master Developer. Pangea Park is planned to include approximately 676 single-family residential units comprised of 470 single-family detached residential units situated on six (6) different lot sizes ranging from 45' to 65' feet in front width and 206 single-family attached residential units consisting of paired villas and quads. Planned recreational facilities include a trail system throughout the neighborhood, open space recreational area,

pool and open pavilion with catering kitchen and bathrooms, playground and tennis courts. [Such amenities are currently under construction.]

Development activities in all phases of the neighborhood are nearing completion with all 676 lots having been platted. Viera Builders is the sole builder in Pangea Park which is intended to serve as a replacement neighborhood to the Master Developer's Sierra Cove, Sendero Cove, Trasona and Avalonia neighborhoods in Village 1. Currently, homes are being offered at base prices ranging from the \$435,000s to the \$820,000s. As of [May 15, 2023], approximately [231] home sales had occurred since sales commenced in the first quarter of 2022 of which three (3) homes had closed at an average sales price of \$591,429. The Master Developer anticipates sell-out to occur over an approximately seven (7) year period.

Aripeka

Located on Lake Andrew Drive just south of the fully developed Strom Park neighborhood in Village 1, Aripeka has been designed as a gated semi-custom and custom home neighborhood that is primarily being developed by the Master Developer and is planned to include approximately 260 single-family detached residential units. While Aripeka will differ from any other Viera residential neighborhood as the lots will be selectively cleared so as to save as many native trees as possible, it is intended to serve as a replacement neighborhood for the Master Developer's Seville and Valencia neighborhoods in Village 1. Planned recreational facilities include a central amenity feature with a clubhouse, covered pavilion, open space recreational areas and gathering areas as well as a trail system throughout the neighborhood and four (4) preserved natural area pocket parks.

The Master Developer has completed development activities in the initial phases of Aripeka consisting of ninety-six (96) platted lots with substantial completion of its third and fourth phases planned for fifty-eight (58) lots anticipated in the second quarter of 2023. Joyal Homes, LifeStyle Homes, Stanley Homes and CDS Builders are selling semi-custom and custom homes in the initial phases of Aripeka. In addition, as previously discussed under the heading "– Residential Land Sale/Contract Activity," CDS Builders is solely building custom homes in the second phase of Aripeka which has been developed into fifty-one (51) platted lots. Home construction and sales activities in the initial phases of the neighborhood have commenced and custom home prices are anticipated to range from the \$800,000s to the \$1,500,000s. As of [May 15, 2023], sales of [twenty-seven (27) lots] in the initial phases of Aripeka have closed. The Master Developer anticipates sell-out to occur over an approximately eight (8) year period.

Laurasia

Situated just to the west of Pangea Park, Laurasia has been designed as a move-up and empty nester neighborhood that is being developed by the Master Developer and is planned to include 263 single-family detached residential units on 65' and 75' wide lots. Planned recreational facilities include an open pavilion feature and outdoor fitness elements along a trail system through a central preserved oak and palm hammock. The Master Developer has completed development activities in the initial phases of Laurasia consisting of 164 platted lots with substantial completion and platting of the final phase planned for ninety-nine (99) lots anticipated in the first quarter of 2024. It is currently anticipated that Viera Builders will be the sole builder in Laurasia which is intended to serve as a replacement

neighborhood to the Master Developer's Stonecrest and Reeling Park South neighborhoods in Village 1. Currently, single-family homes are being offered at base prices ranging from the \$870,000s to the \$1,100,000s. As of May 15, 2023, approximately [fifteen (15) home sales] had occurred since sales commenced in the first quarter of 2023. The Master Developer anticipates sell-out to occur over an approximately four (4) year period.

Del Webb

"Del Webb at Viera" is a 55+ active adult resort-style neighborhood being developed by Pulte and is planned to include 1,297 single-family residential units. Current development plans call for approximately 144 duplex villas and 1,153 single-family detached homes situated on 40', 50' and 64' wide lots as well as a recreational amenity complex planned to include a 20,000-square-foot clubhouse, a resort-style pool, tennis and pickleball courts, a community garden, walking and biking trails, an event lawn, dog parks, a fitness center, and a barefoot bar with food and beverage service. Such amenity complex is currently under construction. Development in the initial phases of the neighborhood has been completed and includes 397 platted lots. Based upon information provided by Pulte, development of the next phase of approximately 207 lots is anticipated to commence in the third quarter of 2023 with the final phase of approximately 693 lots scheduled to commence as the pace of development warrants.

Home prices within the Del Webb neighborhood are anticipated to range from the \$500,000s to the \$800,000s. As of [May 15, 2023], approximately [113] homes had been sold. Pulte anticipates sell-out to occur over an approximately eight (8) year period.

The Landings

As discussed in more detail under the heading "- Residential Land Sale/Contract Activity" above, in November 2022, Condev acquired approximately forty-nine (49) acres in Village 2 which has been designed to be developed into an approximately 207-unit single-family home rental community. Development activities in The Landings are anticipated to commence in the fourth quarter of 2023.

Crossmolina

Situated just to the north of Laurasia, Crossmolina is planned to include approximately 160 single-family homes situated on 50' and 60' wide lots and 154 single-family attached residential units consisting of paired villas. The neighborhood will be developed by the Master Developer and it is anticipated that Crossmolina will serve as the replacement neighborhood to the Master Developer's Sendero Cove and Avalonia (in Village 1) and Pangea Park neighborhoods. The Master Developer commenced development activities in Crossmolina in the second quarter of 2023. It is anticipated that homes in this neighborhood will range in similar price and size to Sendero Cove and Avalonia (in Village 1) and Pangea Park. The Master Developer anticipates sell-out to occur over an approximately five (5) year period.

Farallon Fields

Located just south of Wickham Road and north of Pulte's Del Webb neighborhood, Farallon Fields is intended to be developed by the Master Developer and is planned to include 576 single-family detached residential units featuring seven (7) different lot sizes ranging from 45' to 75' feet in front width. Planned recreational facilities include an open space recreational area, pool and open pavilion, playground and tennis courts. The Master Developer anticipates commencing development activities in the first phase of Farallon Fields consisting of 273 lots in the third quarter of 2023 with substantial completion in the third quarter of 2024. It is currently anticipated that Viera Builders will be the sole builder in Farallon Fields which is intended to serve as a replacement neighborhood to the Master Developer's Pangea Park and Laurasia neighborhoods. It is anticipated that homes in Farallon Fields will range from the \$600,000s to the \$1,100,000s with home sales activity scheduled to commence in the second quarter of 2024 and sell-out anticipated to occur over an approximately five (5) year period.

Absorption/New Home Sales

Viera has achieved a new home sales pace of 723, 732 and 722 homes, respectively for 2020, 2021 and 2022. Further, [___] homes had been sold in Viera through May 31, 2023. Based upon the historical pace of sales at Viera in conjunction with the wide spectrum of product currently and anticipated to continue to be offered in Viera including in Village 2, the Master Developer reasonably expects that new home sales will continue at a pace of greater than [___] homes per year.

The aforementioned projections are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

Marketing

The Master Developer undertakes a comprehensive marketing effort for Viera. Current components of the marketing program include, without limitation, online, social media, print media, television, radio, billboard and other signage as well as other forms of marketing and promotion. A preview of Viera and the branding material can also be seen on the website at www.viera.com.

The marketing effort is primarily funded via a marketing fee representing a percentage of the net sales price of a new home payable by all builders upon home closing. Further, it is anticipated that each of the developers/homebuilders in Village 2 will employ their own marketing efforts to market their respective neighborhoods.

Schools

The Brevard County public school system is ranked third in the State with 98% of Brevard County schools receiving a grade of 'A' or 'B', and recipient of a district-wide overall 'A' rating for ten (10) straight years. Based upon current school zoning, children residing in

Village 2 would generally attend Quest Elementary School, Delaura Middle School and Viera High School, all 'A' rated schools for 2022 according to the Florida Department of Education, the latest year for which school grades are available.

Fees and Assessments

Each property owner in the Village 2 Assessment Area will pay annual taxes, assessments, and fees on an ongoing basis as a result of their ownership of property within the Village 2 Assessment Area, including ad valorem property taxes, special assessments levied to pay debt service on bonds issued by the District, homeowner's association ("HOA") fees, and administrative, operation and maintenance assessments ("O&M Assessments") levied by the District as described in more detail below.

Property Taxes

The current millage rate for the area of the County where the District is located is 11.7258. By way of example, the annual property tax on a home with a taxable value of \$550,000 would be approximately \$6,449.

Homeowner's Association Fees

All homeowners in the Village 2 Assessment Area will be subject to HOA fees payable to the Central Viera Community Association (the "CVCA"). The annual HOA fee for a platted residential lot for 2023 is \$230 per unit and will vary annually based upon the adopted budget by the CVCA for a particular year. In addition, all homeowners in the Village 2 Assessment Area will be subject to HOA fees for sub-associations established for each neighborhood within the Village 2 Assessment Area. Such fees will vary by neighborhood based upon the level of services being provided and annually based upon the adopted budget by each respective sub-association for a particular year.

District Special Assessments

All property owners residing in the Village 2 Assessment Area will be subject to the Series 2021 Assessments or Series 2023 Assessments levied in connection with the Series 2021 Bonds or Series 2023 Bonds, respectively, or Assessments levied in connection with a future Series of Bonds issued by the District to fund portions of the Village 2 CIP. In addition, all property owners in the Village 2 Assessment Area will be subject to annual O&M Assessments levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the aforementioned annual assessments that will be levied by the District for each of the respective product types.

<u>Product Type</u>	<u>Est. Series 2023 Bonds Gross Annual Debt Service Per Unit*</u>	<u>Annual Fiscal Year 2023 O&M Assessment Per Unit†</u>
Single-family detached	\$1,000	\$135
Single-family attached	750	135

* Includes gross-up of 4% for early payment and 2% for collection fees imposed by the County.

† O&M Assessments are initially levied on a per acre basis until lots are platted. The estimated annual Fiscal Year 2023 O&M Assessment per undeveloped acre is \$12.73.

Competition

Viera has and continues to be its own submarket with a lengthy history of home sales activity. It is anticipated that competition will primarily come from new home sales and resales within the overall Viera master-planned community.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the section above entitled "ENFORCEMENT OF ASSESSMENT COLLECTIONS." However, certain additional risks are associated with the Series 2023 Bonds offered hereby. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2023 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum including all appendices hereto in its entirety to identify investment considerations relating to the Series 2023 Bonds.

Limited Pledge

The principal security for the payment of Debt Service on the Series 2023 Bonds is the timely collection of the Series 2023 Assessments. The Series 2023 Assessments do not constitute a personal indebtedness of the owners of the land subject thereto but are secured by a lien on such land. There is no assurance that the Master Developer, DUDA, Pulte or any subsequent landowner will be able to pay the Series 2023 Assessments or that they will pay such Series 2023 Assessments even though financially able to do so. Neither the Master Developer, DUDA, Pulte nor any subsequent landowner is a guarantor of payment of any Series 2023 Assessment and the recourse for the failure of the Master Developer, DUDA, Pulte or any subsequent landowner to pay the Series 2023 Assessments is limited to the collection proceedings against the land. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The District has not granted, and may not grant under State law, a mortgage or security interest in the Series 2023 Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the Series 2023 Project as security for, or a source of payment of, the Series 2023 Bonds. The Series 2023 Bonds are payable solely from, and secured solely by, the Series 2023 Trust Estate, including the Series 2023 Assessments. The failure of the Master Developer, DUDA, Pulte or any subsequent landowner to pay the required Series 2023 Assessment on its property will not result in an increase in the amount of Series 2023 Assessments other landowners are or would be required to pay.

Concentration of Land Ownership and Bankruptcy Risks

Until further development takes place in Village 2, payment of the Series 2023 Assessments is substantially dependent upon their timely payment by the Master Developer, DUDA and Pulte. In the event of the institution of bankruptcy or similar proceedings with respect to the Master Developer, DUDA, Pulte or any other subsequent significant owner of property subject to the Series 2023 Assessments, delays and impairment could occur in the payment of Debt Service on the Series 2023 Bonds as such bankruptcy could negatively impact the ability of (a) the Master Developer, DUDA, Pulte or any other landowner being able to pay the Series 2023 Assessments, (b) the County to sell tax certificates in relation to

such property with respect to the Series 2023 Assessments being collected pursuant to the Uniform Method, and (c) the District's ability to enforce collection with respect to the Series 2023 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2023 Bonds, the Trustee and the District upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including during a bankruptcy of the Master Developer, DUDA, Pulte or any other landowner, the remedies specified by federal, State and local law and in the Indenture and the Series 2023 Bonds, including, without limitation, enforcement of the obligation to pay Series 2023 Assessments and the ability of the District to foreclose the lien of the Series 2023 Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce available remedies respecting the Series 2023 Bonds could have a material adverse impact on the interest of the Owners thereof.

Delay and Discretion Regarding Remedies

Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates in regard to delinquent Series 2023 Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two (2) years. Similarly, the ability of the District to enforce collection of delinquent Series 2023 Assessments collected directly by the District will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2023 Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2023 Assessments which are not being collected pursuant to the Uniform Method and that are delinquent, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2023 Assessments that are not collected pursuant to the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure of such delinquent Series 2023 Assessments. It is possible that the District will not have sufficient funds and will be compelled to request the Owners of the Series 2023 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2023 Bond proceeds that can be used for such purpose. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

The assessment of the benefits to be received by the benefited land within the Village 2 Assessment Area as a result of implementation and development of the Series 2023 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2023 Assessments associated with it. To the extent that the realizable or market value of the land benefited by the Series 2023 Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to realize sufficient value from a foreclosure action, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2023 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2023 Bonds.

Landowner Challenge of Assessed Valuation

Under State law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2023 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2023 Assessment, even though the landowner is not contesting the amount of the Series 2023 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least seventy-five percent (75%) of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2023 Assessments. Failure of the District to follow these procedures could result in the Series 2023 Assessments not being levied or potential future challenges to such levy.

Other Taxes and Assessments

The willingness and/or ability of a landowner within the Village 2 Assessment Area to pay the Series 2023 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the Village 2 Assessment Area, such as the County, the Brevard County School District and other special districts could, without the consent of the owners of the land within the Village 2 Assessment Area, impose additional taxes or assessments on the property within the Village 2 Assessment Area. County, municipal, school and special district taxes and assessments, including the Series 2023 Assessments, and any additional voter-approved ad

valorem taxes, are payable at the same time when collected pursuant to the Uniform Method, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2023 Assessments, would result in such landowner's Series 2023 Assessments to not be fully collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2023 Bonds.

As referenced herein, the Series 2023 Assessments are levied on lands within the Village 2 Assessment Area that are also subject to O&M Assessments and HOA fees. See "VILLAGE 2 – Fees and Assessments" herein.

Limited Secondary Market

The Series 2023 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2023 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2023 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2023 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2023 Bonds, depending on the progress of Village 2, existing market conditions and other factors.

Inadequacy of Series 2023 Reserve Account

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2023 Assessments or a failure to collect the Series 2023 Assessments, but may not affect the timely payment of Debt Service on the Series 2023 Bonds because of the Series 2023 Reserve Account established by the District for the Series 2023 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2023 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2023 Assessments, the Series 2023 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2023 Bonds could be materially adversely affected. Owners should note that although the Indenture contains the Series 2023 Reserve Account Requirement for the Series 2023 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2023 Reserve Account to the Series 2023 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2023 Reserve Account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2023 Assessments in order to provide for the replenishment of the Series 2023 Reserve Account.

Moneys on deposit in the Series 2023 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2023 Reserve Account to make up deficiencies or delays in collection of Series 2023 Assessments.

Regulatory and Environmental Risks

Village 2 is subject to comprehensive federal, State and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of Village 2. See "VILLAGE 2 – Entitlements/Zoning" and "VILLAGE 2 – Permitting" herein.

The value of the land within Village 2, the ability to complete the Village 2 CIP, and the likelihood of timely payment of Debt Service on the Series 2023 Bonds could be affected by environmental factors with respect to the lands in Village 2, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within Village 2 or from surrounding property, and what effect such may have on the development of the lands within Village 2. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within Village 2. See "VILLAGE 2 – Environmental" herein.

Economic Conditions

The proposed development of Village 2 may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Master Developer or the District. Although Village 2 is anticipated to be developed as described herein, there can be no assurance that such development will occur or be realized in the manner or schedule currently anticipated.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of Debt Service on the Series 2023 Bonds.

Infectious Viruses and/or Diseases

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Master Developer, the timely and

successful completion of Village 2, and the construction and sale to purchasers of residential and/or commercial units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2023 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near Village 2, such catastrophic events could potentially render the lands within Village 2 unable to support the construction of the Village 2 CIP. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2023 Assessments and pay Debt Service on the Series 2023 Bonds. The Series 2023 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Completion of Series 2023 Project

The Series 2023 Bond proceeds will not be sufficient to finance the completion of the Series 2023 Project. The portions of the Series 2023 Project not funded with proceeds of the Series 2023 Bonds are expected to be funded with contributions from the Master Developer. There is no assurance that the Master Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2023 Bonds, the Master Developer will enter into the Completion Agreement with respect to any portions of the Series 2023 Project not funded with the proceeds of the Series 2023 Bonds. Such obligation of the Master Developer is an unsecured obligation. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Completion Agreement" herein.

District May Not be Able to Obtain Permits

In connection with a foreclosure of lien of assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed herein, the District, the Master Developer and DUDA will enter into the Assignment Agreement upon issuance of the Series 2023 Bonds in which the Master Developer collaterally assigns to the District certain of the Master Developer's Development and Contract Rights relating to Village 2. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2023 Assessments to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Master Developer and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of Village 2. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Agreement for Assignment of Development Rights" herein.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rates borne by the Series 2023 Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2023 Bonds. These higher interest rates are intended to

compensate investors in the Series 2023 Bonds for the risk inherent in the purchase of the Series 2023 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2023 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2023 Bonds and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2023 Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2023 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the Tax Certificate executed by the District upon issuance of the Series 2023 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2023 Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2023 Bonds will be required to pay income taxes on the interest received on such Series 2023 Bonds and related penalties. Because the interest rates on such Series 2023 Bonds will not be adequate to compensate Owners of the Series 2023 Bonds for the income taxes due on such interest, the value of the Series 2023 Bonds may decline. Prospective purchasers of the Series 2023 Bonds should evaluate whether they can own the Series 2023 Bonds in the event that the interest on the Series 2023 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by special districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the "Audited Bonds") issued by Village Center Community Development District ("Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local governmental body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements was closed without change to the tax-exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to

Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts or special districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to Village Center CDD.

On February 23, 2016, the IRS issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provided guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump, the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (a) impose an undue financial burden on U.S. taxpayers, (b) add undue complexity to the federal tax laws, or (c) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that the Treasury Department and the IRS believed that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that the Treasury Department and the IRS would continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future. Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Village Center CDD and the TAMs may continue to be applicable in the absence of further guidance from the IRS.

It has been reported that the IRS has closed audits of other special districts in the State with no change to such districts' bonds' tax-exempt status but has advised such districts that such districts must have public electors within the timeframe established by applicable State law or their bonds may be determined to be taxable retroactive to the date of issuance. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, three members of the Board were elected by affiliates of DUDA and other landowners within the District and two members of the Board were elected by qualified electors. See "THE DISTRICT – Governance" herein. Although it is impossible to predict whether the IRS will select the Series 2023 Bonds for audit, the District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the Series 2023 Bonds are advised that, if the IRS does audit the Series 2023 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2023 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2023 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2023 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the

Series 2023 Bonds would adversely affect the availability of any secondary market for the Series 2023 Bonds. Should interest on the Series 2023 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2023 Bonds be required to pay income taxes on the interest received on such Series 2023 Bonds and related penalties, but because the interest rates on such Series 2023 Bonds will not be adequate to compensate Owners of the Series 2023 Bonds for the income taxes due on such interest, the value of the Series 2023 Bonds may decline. See also "TAX MATTERS" herein.

Legislative Proposals and State Tax Reform

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2023 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2023 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2023 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2023 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2023 Bonds. There can be no assurance that any such legislation or proposal will be enacted and, if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2023 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or special districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2023 Bonds. It should be noted that Section 10(p) of the Act provides in pertinent part that "the state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the assessments and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders." See "AGREEMENT BY THE STATE" herein.

Loss of Exemption from Securities Registration

Since the Series 2023 Bonds have not been, and will not be, registered under the Securities Act or any state securities laws, pursuant to the exemption for political subdivisions, and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the Series 2023 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the Owners of the Series 2023 Bonds

would need to ensure that subsequent transfers of the Series 2023 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Prepayment and Redemption Risk

The Series 2023 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Series 2023 Assessments by the Master Developer, DUDA, Pulte or subsequent owners of property within the Village 2 Assessment Area. Any such redemptions of the Series 2023 Bonds would be at the principal amount of such Series 2023 Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the Series 2023 Bonds may not realize their anticipated rate of return on the Series 2023 Bonds and Owners of any Premium Bonds (hereinafter defined) may receive less than the price they paid for the Series 2023 Bonds. See "DESCRIPTION OF THE SERIES 2023 BONDS – Redemption Provisions" herein.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Consulting Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

No Credit Enhancement or Rating

No application for credit enhancement or a rating for the Series 2023 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2023 Bonds had application been made.

Mortgage Default and FDIC

In the event a bank forecloses on property in the District because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2023 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2023 Assessments.

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ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Proceeds from the issuance and delivery of the Series 2023 Bonds are expected to be applied as follows:

Sources of Funds

Par Amount of Series 2023 Bonds

Less/Plus Original Issue Discount/Premium

Total Sources

=====

Uses of Funds

Deposit to Series 2023 Acquisition and Construction Account

Deposit to Series 2023 Reserve Account

Deposit to Series 2023 Capitalized Interest Account⁽¹⁾

Deposit to Series 2023 Costs of Issuance Account⁽²⁾

Underwriter's Discount

Total Uses

=====

⁽¹⁾ Represents capitalized interest on the Series 2023 Bonds through November 1, 2024.

⁽²⁾ Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2023 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2023 Bonds:

<u>Period Ending</u> <u>November 1st</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
--------------------------------------------------------	------------------	-----------------	---------------------------

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TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2023 Bonds in order that interest on the Series 2023 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2023 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2023 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2023 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The District has covenanted in the Indenture with respect to the Series 2023 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2023 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2023 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2023 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Code.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2023 Bonds. Prospective purchasers of Series 2023 Bonds should be aware that the ownership of Series 2023 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2023 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2023 Bonds; (iii) the inclusion of interest on Series 2023 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2023 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2023 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2023 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2023 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDOWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDOWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2023 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2023 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2023 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2023 Bonds and proceeds from the sale of Series 2023 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2023 Bonds. This withholding generally applies if the owner of Series 2023 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2023 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters Relating to the Series 2023 Bonds

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2023 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2023 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2023 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2023 Bonds.

Prospective purchasers of the Series 2023 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2023 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

On February 22, 2016, the Internal Revenue Service (the "IRS") issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provide guidance as to the definition of a political subdivision for purposes of the rules for

tax-exempt bonds. If adopted, the Proposed Regulations would have affected certain State and local governments that issue tax-exempt bonds, including community development districts such as the District. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump (the "Executive Order"), the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (i) impose an undue financial burden on U.S. taxpayers, (ii) add undue complexity to the federal tax laws, or (iii) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that Treasury and the IRS believe that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that Treasury and the IRS will continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future.

Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Villages and the Villages TAM (each as defined below) may continue to be applicable in the absence of further guidance from the IRS. Bond Counsel will render its opinion regarding the exclusion from gross income of interest on the Series 2023 Bonds as described below.

On May 30, 2013, the IRS delivered to Village Center CDD, a Florida special district established under Chapter 190, Florida Statutes, a private ruling, called a technical advice memorandum (the "Villages TAM"), in connection with the examination by the IRS of bonds issued by the Village Center CDD (the "Audited Bonds"). The Villages TAM concluded that, despite having certain eminent domain powers, the Village Center CDD is not a political subdivision permitted to issue tax-exempt bonds based on a number of facts including that its governing board is elected by a small group of landowners, and that it "was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected state or local governmental body."

The Villages TAM, as a private, non-precedential, ruling, binds only the IRS and the Village Center CDD, and only in connection with the Audited Bonds. Moreover, the cited legal basis for the Villages TAM is extremely limited, and, therefore, the value of the Villages TAM as guidance is also limited. Nonetheless, the breadth and force of the language used in the Villages TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other issuers with landowner-controlled boards for examination.

In July 2016, the IRS closed the examination of the Audited Bonds with no change to their tax-exempt status. Although the audit was closed with no adverse impact on the Audited Bonds, the IRS's motivations and rationale for closing the examination are unknown. The Village Center CDD refunded the Audited Bonds with taxable bonds in 2014.

Like the board of the Village Center CDD, the Board of Supervisors of the District is necessarily elected by the landowners in the District since there are not yet enough qualified electors residing in the District to transition the Board of Supervisors to a resident-elected Board of Supervisors. The Act, which contains the uniform statutory charter for all community development districts and by which the District is governed, delegates to the District certain traditional sovereign powers including, but not limited to, eminent domain,

ad valorem taxation and regulatory authority over rates, fees and charges for district facilities. On the basis of the Act and certain representations by the District forming a part of the District's tax certificate as to its reasonable expectations of transition to a resident-elected Board of Supervisors, it does not appear from the facts and circumstances that the District was organized to avoid indefinitely responsibility to a public electorate. On the basis of the foregoing and other factors, Bond Counsel has concluded that under current law the District is a political subdivision for purposes of Section 103 of the Code, notwithstanding that its Board of Supervisors is temporarily elected by landowners. Bond counsel intends to deliver its unqualified approving opinion in the form attached hereto as "APPENDIX D – FORM OF OPINION OF BOND COUNSEL."

The release of the Villages TAM may cause an increased risk of examination of the Series 2023 Bonds. Owners of the Series 2023 Bonds are advised that if the IRS does audit the Series 2023 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2023 Bonds may have limited rights to participate in such procedure. The Indenture does not provide for any adjustment to the interest rates borne by the Series 2023 Bonds in the event of a change in the tax-exempt status of the Series 2023 Bonds. The commencement of an audit or an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2023 Bonds could adversely impact both liquidity and pricing of the Series 2023 Bonds in the secondary market.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2023 Bonds maturing on _____ 1, 20__ through and including _____ 1, 20__ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondowners of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bond.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2023 Bonds maturing on _____ (collectively, the "Premium Bonds"), and the initial offering price to the

public, (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity, and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2023 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate, or furnish the projects or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2023 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and shall be and constitute security which may be deposited by banks or trust companies as security for deposits of state, county, municipal, or other public funds, or by insurance companies as required or voluntary statutory deposits.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, Rules of Government Securities under Section 517.051(1), Florida Statutes, promulgated by the Florida Department of Financial Services, Office of Financial Regulation, Division of Securities and Finance, requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

General

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the SEC (the "SEC Rule"), the District, the Master Developer, DUDA and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "TVC/DUDA Disclosure Agreement"), the form of which is attached hereto as part of composite APPENDIX E. In addition, Pulte and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Pulte Disclosure Agreement" and, together with the Disclosure Agreement, the "Disclosure Agreements"), the form of which is attached hereto as part of composite APPENDIX E. Pursuant to the TVC/DUDA Disclosure Agreement, the District has covenanted for the benefit of Bondowners to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2023 Bonds in each year (the "District Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2023 Bonds remain Outstanding under the Indenture.

Pursuant to the TVC/DUDA Disclosure Agreement, the Master Developer and DUDA have covenanted for the benefit of Bondowners to provide to the District and the Dissemination Agent on a quarterly basis certain financial information and operating data relating to the Master Developer, DUDA, Village 2 and the properties subject to the Series 2023 Assessments (the "Developer Report"). Such covenant by the Master Developer and DUDA will apply only until the earlier to occur of (a) the payment and redemption of the Series 2023 Bonds, or (b) the Master Developer or DUDA no longer being an Obligated Person under the TVC/DUDA Disclosure Agreement.

Pursuant to the Pulte Disclosure Agreement, Pulte has covenanted for the benefit of Bondowners to provide to the District and the Dissemination Agent on a quarterly basis certain financial information and operating data relating to the Neighborhood Infrastructure within the neighborhood it is developing and the properties subject to the Series 2023 Assessments (the "Landowner Report"). Such covenant by Pulte will apply only until the earlier to occur of (a) the payment and redemption of the Series 2023 Bonds, or (b) Pulte no longer being an Obligated Person under the Pulte Disclosure Agreement.

The District Annual Report, the Developer Report and the Landowner Report (together, the "Reports") will each be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the forms of the Disclosure Agreements attached hereto as composite APPENDIX E. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in composite APPENDIX E. The Disclosure Agreements will be executed by the applicable parties at the time of issuance of the Series 2023 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

With respect to the Series 2023 Bonds, no parties other than the District, the Master Developer, DUDA and Pulte are currently obligated to provide any continuing disclosure information with respect to the SEC Rule.

District Continuing Compliance

The District has previously entered into a continuing disclosure undertaking with respect to the Series 2021 Bonds (the "2021 Undertaking"). A review of filings made pursuant to the 2021 Undertaking indicates that the District has not materially failed to comply with its requirements under the 2021 Undertaking. [CONFIRM]

Master Developer and DUDA Continuing Compliance

The Master Developer and DUDA have previously entered into the 2021 Undertaking as an obligated person. A review of filings made pursuant to the 2021 Undertaking indicates that the Master Developer and DUDA have not materially failed to comply with their requirements under the 2021 Undertaking. [CONFIRM]

Pulte Continuing Compliance

During the five (5) years immediately preceding the issuance of the Series 2023 Bonds, Pulte has been subject to continuing disclosure undertakings with respect to the issuance of bonds by the District and other community development districts in the State. A review of filings posted on EMMA indicates that certain quarterly filings and material event filings required to be made thereunder were not filed when due. In connection with the delivery of the Series 2023 Bonds, Pulte will represent, warrant and certify that it has procedures in place with respect to complying with its disclosure obligations and that it anticipates satisfying all future disclosure obligations required pursuant to the Pulte Disclosure Agreement and the SEC Rule.

FINANCIAL STATEMENTS

The general-purpose financial statements of the District for the Fiscal Year ended September 30, 2022, included in this Limited Offering Memorandum have been audited by [Berger, Toombs, Elam, Gaines & Frank], independent certified public accountants, as stated in their report appearing in APPENDIX F. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general-purpose financial statements of the District are provided as publicly available documents. The auditor was not requested to, nor did they, perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein. The District has covenanted in the TVC/DUDA Disclosure Agreement attached hereto as APPENDIX E to provide its annual audit commencing with the audit for the District Fiscal Year ending September 30, 2023, to certain information repositories as described therein.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2023 Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2023 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2023 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization nor existence of the District, nor the title of the present members of the Board has been challenged.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In the opinion of District Counsel, there are no actions presently pending or threatened, the adverse outcome of which would have a material adverse effect on the availability of the Series 2023 Trust Estate or the ability of the District to pay the Series 2023 Bonds from the Series 2023 Trust Estate.

Master Developer

There is no litigation pending, or to the knowledge of the Master Developer, threatened against the Master Developer that could in any way affect the development to be undertaken by the Master Developer as described herein.

DUDA

There is no litigation pending, or to the knowledge of DUDA, threatened against DUDA that could in any way affect the development of Viera as described herein.

NO CREDIT ENHANCEMENT OR RATING

No application for credit enhancement or a rating for the Series 2023 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2023 Bonds had application been made.

UNDERWRITING

The Underwriter has agreed, pursuant to a contract entered into with the District, subject to certain conditions, to purchase the Series 2023 Bonds from the District at a purchase price of \$_____ (representing the par amount of the Series 2023 Bonds of \$_____, less an Underwriter's discount of \$_____ and plus/less an original issue premium/discount of \$_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Series 2023 Bonds if any are purchased.

The Underwriter intends to offer the Series 2023 Bonds at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2023 Bonds to certain dealers (including dealers depositing the Series 2023 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

EXPERTS AND CONSULTANTS

The references herein to BSE Consultants, Inc., as Consulting Engineer, have been approved by said firm. The Engineer's Report prepared by such firm has been included as composite APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of the Village 2 CIP or the Series 2023 Project or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Wrathell, Hunt & Associates, LLC, as Assessment Consultant, have been approved by said firm. The Assessment Report prepared by such firm has been included as composite APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Report do not purport to be adequate summaries of such Assessment Report or complete in all respects. Such Assessment Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2023 Bonds. Except for the payment of fees to District Counsel and the Assessment Consultant, the payment of the fees of the other professionals retained by the District is each contingent upon the issuance of the Series 2023 Bonds.

LEGAL MATTERS

The Series 2023 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2023 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kilinski | Van Wyk PLLC, Tallahassee, Florida, for the Master Developer and DUDA by its in-house counsel, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

VALIDATION

The Series 2023 Bonds are a portion of the Bonds that were validated by a Final Judgment of the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Brevard County, Florida, entered on June 19, 2020. The period during which an appeal can be taken has expired with no appeal being taken.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2023 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expression of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder

is to create, under any circumstances, any implication that there has been no change in the affairs of the District, the Master Developer or Village 2 from the date hereof. However, certain parties to the transaction will, on the closing date of the Series 2023 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2023 Bonds that there has been no material adverse change in the information provided.

[Remainder of Page Intentionally Left Blank]

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all foregoing statements.

VIERA STEWARDSHIP DISTRICT

By: _____
Name: Todd J. Pokrywa
Its: Chairman

APPENDIX A
ENGINEER'S REPORT

APPENDIX B
ASSESSMENT REPORT

APPENDIX C

COPY OF MASTER INDENTURE AND FORM OF SUPPLEMENTAL INDENTURE

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORMS OF CONTINUING DISCLOSURE AGREEMENTS

APPENDIX F

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENTS

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "**Disclosure Agreement**") dated as of [Closing Date], is executed and delivered by **VIERA STEWARDSHIP DISTRICT** (the "**District**"), **THE VIERA COMPANY**, a Florida corporation, and **A. DUDA AND SONS, INC.**, a Florida corporation (together, the "**Developer/Landowner**"), and **WRATHELL, HUNT & ASSOCIATES, LLC** (the "**Dissemination Agent**") in connection with the issuance by the District of its \$[Bond Amount] Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "**Bonds**"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of November 1, 2021, as supplemented by a Second Supplemental Trust Indenture, dated as of July 1, 2023 (together, the "**Indenture**"), each between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "**Trustee**"). The District, the Developer/Landowner and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District, the Developer/Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (hereinafter defined) of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("**SEC**") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "**Rule**").

The District, the Developer/Landowner and the Dissemination Agent have no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the District, the Developer/Landowner or the Dissemination Agent (as the case may be) to provide additional information, the District, the Developer/Landowner and the Dissemination Agent, as applicable, agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee, or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Filing Date" shall mean the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the Repository.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 3(a) hereof.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" shall mean the financial statements (if any) of the District for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(a) hereof.

"Audited Financial Statements Filing Date" shall mean the date under State law by which a unit of local government must produce its Audited Financial Statements, which as of the date hereof is nine (9) months after the end of the Fiscal Year of such unit of local government, including the District.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" shall mean a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent, and (b) as to any entity other than the District while it is an Obligated Person, the individual executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the District or an entity appointed by the District to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District pursuant to Section 10 hereof. Wrathell, Hunt & Associates, LLC, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean the person or entity serving as District Manager from time to time. As of the date hereof, Wrathell, Hunt & Associates, LLC, is the District Manager.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an

Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either (a) or (b). The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the fiscal year of the District, which is the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated [BPA Date], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the District and the Developer/Landowner or any other landowner in the District, while the Developer/Landowner or such other landowner is the owner of lands within the District responsible for payment of at least twenty percent (20%) of the Assessments.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Filing Date" shall mean the dates set forth in Section 6(a) hereof by which Quarterly Reports are required to be filed with the Repository.

"Quarterly Report" shall mean any Quarterly Report provided by the Developer/Landowner or any other Obligated Person other than the District and as described in Sections 5 and 6 hereof.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through the MSRB Website.

"State" shall mean the State of Florida.

"Village 2" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

3. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:

- (i) the amount of Assessments levied for the most recent Fiscal Year;
- (ii) the amount of Assessments collected from property owners during the most recent Fiscal Year;
- (iii) if available, the amount of delinquencies greater than 150 calendar days and, in the event that delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners;
- (iv) if received by the District from the County Tax Collector, the amount of tax certificates sold for lands within the District subject to the Assessments, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year;
- (v) the balances in all Funds and Accounts for the Bonds. Upon request, the District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and, in such cases, within thirty (30) calendar days of the date of any written request from the Owners or the Dissemination Agent;
- (vi) the total amount of Bonds Outstanding;
- (vii) the amount of principal and interest due on the Bonds in the current Fiscal Year;
- (viii) the most recent Audited Financial Statements of the District, unless such Audited Financial Statements have not yet been prepared; and
- (ix) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by specific reference to documents available to the public on the MSRB Website or filed with the SEC, including offering documents of debt issues of the District or related public entities, which have been submitted to the Repository. The District shall clearly identify any document incorporated by reference.

(c) The District and the Disclosure Representative of the District represent and warrant that they will supply, in a timely fashion, any information available to the District or the Disclosure Representative of the District and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Disclosure Representative of the District and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Disclosure Representative of the District or others as thereafter disseminated by the Dissemination Agent.

(d) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

4. Provision of Annual Reports.

(a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent no later than March 30th after the close of the Fiscal Year (the "**Annual Filing Date**"), commencing with the Fiscal Year ending September 30, 2023, in an electronic format as prescribed by the Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) hereof; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the Audited Financial Statements Filing Date, if they are not available by the Annual Filing Date. If the Audited Financial Statements are not available at the time of the filing of the Annual Report, unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 7(a). The Dissemination Agent shall immediately file the Annual Report or Audited Financial Statements, as applicable, upon receipt from the District with each Repository.

(b) If on the fifteenth (15th) calendar day prior to each Annual Filing Date and/or Audited Financial Statements Filing Date, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the District of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 4(a)

above. Upon such reminder, the Disclosure Representative of the District shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or Audited Financial Statements, as applicable, in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the District will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the time required under this Disclosure Agreement, state the date by which the Annual Report or Audited Financial Statements, as applicable, for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(xv) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report or Audited Financial Statements, as applicable, the name, address and filing requirements of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District certifying that the Annual Report or Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Content of Quarterly Reports.

(a) Each Quarterly Report shall contain the following information with respect to the lands owned by the Developer/Landowner in Village 2 if such information is not otherwise provided pursuant to subsection (b) of this Section 5:

(i) a description and status of the infrastructure improvements in Village 2 that have been completed and that are currently under construction, including infrastructure financed by the Bonds;

(ii) the number of assessable residential units planned on property subject to the Assessments;

(iii) the number of lots subject to the Assessments closed with builders;

(iv) whether the Developer/Landowner has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;

(v) the status of development approvals for Village 2 that would affect property subject to the Assessments;

(vi) materially adverse changes or determinations to permits or approvals for Village 2 which necessitate changes to the land-use or other plans for Village 2 that would affect property subject to the Assessments;

(vii) updated plan of finance for Village 2 (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer/Landowner or an affiliate, additional mortgage debt, etc.) that would affect property subject to the Assessments;

(viii) any event that has a material adverse impact on the implementation of Village 2 as described in the Limited Offering Memorandum or on the Developer/Landowner's ability to undertake the development of Village 2 as described in the Limited Offering Memorandum that would affect property subject to the Assessments; and

(ix) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) Any of the items listed in subsection (a) above may be incorporated by reference from other documents which are available to the public on the MSRB Website or filed with the SEC. The Developer/Landowner shall clearly identify each such other document so incorporated by reference.

(c) The Developer/Landowner represents and warrants that it will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Developer/Landowner acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Developer/Landowner, the Disclosure Representative of the Developer/Landowner and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Developer/Landowner, the Disclosure Representative of the Developer/Landowner or others as thereafter disseminated by the Dissemination Agent.

(d) If the Developer/Landowner sells, assigns or otherwise transfers ownership of real property in Village 2 subject to the Assessments to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "**Transfer**"), the Developer/Landowner hereby agrees to require such third party to assume the disclosure obligations of the Developer/Landowner hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer/Landowner involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "**Developer/Landowner**" shall be deemed to include each of the Developer/Landowner and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer/Landowner remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer/Landowner from their obligations hereunder.

6. Provision of Quarterly Reports.

(a) The Developer/Landowner, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall provide a Quarterly Report to the Dissemination Agent

no later than January 31 (for each calendar quarter ending December 31), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter, commencing [October 31, 2023], for the calendar quarter ending [September 30, 2023]; provided, however, that so long as any Developer/Landowner is a reporting company, such dates shall be extended to the date of filing of its respective 10-K or 10-Q, if later, as the case may be (each, a "**Quarterly Filing Date**"). At such time as the Developer/Landowner is no longer an Obligated Person, the Developer/Landowner will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement. The Dissemination Agent shall immediately file the Quarterly Report upon receipt from the Developer/Landowner with each Repository.

(b) If on the seventh (7th) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Disclosure Representative of the Developer/Landowner by telephone and in writing (which may be by e-mail) to remind the Developer/Landowner of its undertaking to provide the Quarterly Report pursuant to Section 6(a) above. Upon such reminder, the Disclosure Representative of the Developer/Landowner shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer/Landowner will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Quarterly Report will be provided. If the Dissemination Agent has not received a Quarterly Report that contains the information in Section 5 of this Disclosure Agreement by the Quarterly Filing Date, a Listed Event described in Section 7(a)(xv) shall have occurred and the District and the Developer/Landowner hereby direct the Dissemination Agent to immediately send a notice to each Repository in electronic format as required by such Repository, no later than the following Business Day in substantially the form attached as Exhibit A hereto, with a copy to the District.

(c) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name, address and filing requirements of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer/Landowner and the District certifying that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the District shall give, or cause to be given, notice of the occurrence of any of the following events only with respect to the District and the Bonds and the Developer/Landowner shall give, or cause to be given, notice of the occurrence of items (x), (xii), (xiii), (xv), (xvi), (xvii), (xviii) and (xxiii) of the following events only with respect to the Developer/Landowner to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the

occurrence of the event, with the exception of the event described in item (xv) below, which notice shall be given in a timely manner:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties*;
- (v) substitution of credit or liquidity providers, or their failure to perform*;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of the holders of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) ratings changes[†];
- (xii) an Event of Bankruptcy or similar event of an Obligated Person;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) failure on the part of the District to meet the requirements of Sections 3 and 4 hereof or of the Developer/Landowner to meet the requirements of Sections 5 and 6 hereof;

* There is no credit enhancement for the Bonds as of the date hereof.

[†] The Bonds are not rated as of the date hereof.

(xvi) termination of the District's or the Developer/Landowner's obligations under this Disclosure Agreement prior to the final maturity of the Bonds, pursuant to Section 9 hereof;

(xvii) incurrence of a Financial Obligation of the District or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or Obligated Person, any of which affect security holders, if material;

(xviii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or Obligated Person, any of which reflect financial difficulties;

(xix) occurrence of an Event of Default under the Indenture (other than as described in clause (i) above);

(xx) any amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds;

(xxi) any amendment to the accounting principles to be followed by the District in preparing its financial statements, as required by Section 11 hereof;

(xxii) any change in the dates of the District's Fiscal Year; and

(xxiii) termination of any Obligated Person's obligations under this Disclosure Agreement.

(b) The notice required to be given in Section 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any Annual Financial Information, financial statement or other financial information or operating data;

(c) the issues or specific securities to which such documents are related (including CUSIP numbers, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the District;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

9. Termination of Disclosure Agreement. The District's obligations hereunder shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the District for payment of the Bonds, or if the Rule is repealed or no longer in effect. The Developer/Landowner's obligations hereunder shall terminate at the earlier of the legal defeasance, prior redemption or payment in full of all of the Bonds, or at such time as the Developer/Landowner is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Bonds, the District and/or the Developer/Landowner shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The District will either serve as the Dissemination Agent or appoint one under this Disclosure Agreement. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the District or the Dissemination Agent, the District agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of the Dissemination Agent under this Disclosure Agreement for the benefit of the Owners of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the District shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC, may terminate its role as Dissemination Agent at any time upon delivery of written notice to the District and the Developer/Landowner. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District or the Developer/Landowner pursuant to this Disclosure Agreement.

11. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District, the Developer/Landowner and the Dissemination Agent (if the Dissemination Agent is not the District) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a), 6 or 7, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District and/or the Developer/Landowner, or the type of business conducted;

(b) the Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the District, the Developer/Landowner and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time without any other conditions.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and/or the Developer/Landowner shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District or the Developer/Landowner, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the District, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(a), and (ii) the Annual Report or Audited Financial Statements, as applicable, for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District or the Developer/Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report, Quarterly Report, or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Agreement. If the District or the Developer/Landowner chooses to include any information in any Annual Report, Quarterly Report, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District or the Developer/Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report, or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the District, the Developer/Landowner, a Disclosure Representative, or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of more than fifty percent (50%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall) or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District, the Developer/Landowner, a Disclosure Representative, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District, the Developer/Landowner, a Disclosure Representative, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. Any filings under this Disclosure Agreement made to the MSRB

through EMMA shall be in an EMMA compliant format. Anything herein to the contrary notwithstanding, in the event that the applicable Disclosure Representative and the Dissemination Agent are the same party, such party's limited duties in their capacity as Dissemination Agent, as described hereinabove, shall not in any way relieve or limit such party's duties in their capacity as Disclosure Representative under this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Developer/Landowner, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds (the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State and federal law.

18. Trustee Cooperation. The District represents that the Dissemination Agent is a bona fide agent of the District and directs the Trustee to deliver to the Dissemination Agent at the expense of the District, any information or reports it requests that the District has a right to request from the Trustee (inclusive of balances, payments, etc.) that are in the possession of and readily available to the Trustee.

19. Binding Effect. This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer/Landowner or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

20. Undertakings. The Developer/Landowner represents that it has instituted internal processes to provide information to the Dissemination Agent on a timely basis and obtained assurances from the Dissemination Agent that they will in turn request the required reporting information timely and file such information timely with the appropriate Repository.

**SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT
(Viera Stewardship District)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

VIERA STEWARDSHIP DISTRICT

Consented and Agreed to by:

WRATHELL, HUNT & ASSOCIATES, LLC,
and its successors and assigns, as Disclosure
Representative

By: _____
Chair, Board of Supervisors

By: _____
Name: _____
Title: _____

Joined by **U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as successor
Trustee for purposes of Sections 13, 15 and 18
only

**WRATHELL, HUNT & ASSOCIATES,
LLC**, as initial Dissemination Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE VIERA COMPANY,
a Florida corporation

A. DUDA AND SONS, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT A TO CONTINUING DISCLOSURE AGREEMENT
(Viera Stewardship District)**

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT/QUARTERLY REPORT/
AUDITED FINANCIAL STATEMENTS**

Name of District: Viera Stewardship District

Obligated Person(s) Viera Stewardship District
The Viera Company
A. Duda & Sons, Inc.

Name of Bond Issue: \$[Bond Amount] Special Assessment Revenue Bonds, Series
2023 (Village 2 – Series 2023 Project)

Date of Issuance: [Closing Date]

CUSIPS: [_____]

NOTICE IS HEREBY GIVEN that the [District] [Developer/Landowner] has not provided [an Annual Report] [Audited Financial Statements] [a Quarterly Report] with respect to the above-named Bonds as required by [Section 4] [Section 6] of the Continuing Disclosure Agreement dated [Closing Date], among the District, the Developer/Landowner and the Dissemination Agent named therein. The [District] [Developer/Landowner] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____, Dissemination Agent

cc: [District] [Developer/Landowner]
Participating Underwriter

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "**Disclosure Agreement**") dated as of [Closing Date], is executed and delivered by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "**Landowner**"), and **WRATHELL, HUNT & ASSOCIATES, LLC** (the "**Dissemination Agent**") in connection with the issuance of the Viera Stewardship District \$[Bond Amount] Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the "**Bonds**"), and consented to and agreed to by **VIERA STEWARDSHIP DISTRICT** (the "**District**") and **WRATHELL, HUNT & ASSOCIATES, LLC**, as District manager (the "**District Manager**") and, for the limited purposes set forth on its signature page hereto, acknowledged and agreed to by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, as trustee (the "**Trustee**"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of November 1, 2021, as supplemented by a Second Supplemental Trust Indenture, dated as of July 1, 2023 (together, the "**Indenture**"), each between the District and the Trustee. The Landowner and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (hereinafter defined) of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("**SEC**") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "**Rule**").

The Landowner and the Dissemination Agent have no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the Landowner or the Dissemination Agent (as the case may be) to provide additional information, the Landowner and the Dissemination Agent, as applicable, agree to promptly provide such additional information.

Nothing herein shall prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Assessments**" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"**Beneficial Owner**" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" shall mean a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business and (b) a day on which the New York Stock Exchange is closed.

"Development" shall mean the lands located in the Del Webb neighborhood being developed by the Landowner as more fully described in the Limited Offering Memorandum.

"Disclosure Representative" shall mean as to any entity while it is an Obligated Person, the individual executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the District or an entity appointed by the District to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District pursuant to Section 8 hereof. Wrathell, Hunt & Associates, LLC, has been designated as the initial Dissemination Agent hereunder.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either (a) or (b). The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated [BPA Date], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 5(a) hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which for purposes of this Disclosure Agreement shall include the Landowner or any other landowner in the District, while the Landowner or such other landowner is the owner of lands within the District responsible for payment of at least twenty percent (20%) of the Assessments.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Filing Date" shall mean the dates set forth in Section 4(a) hereof by which Quarterly Reports are required to be filed with the Repository.

"Quarterly Report" shall mean any Quarterly Report provided by the Landowner or any other Obligated Person and as described in Sections 3 and 4 hereof.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through the MSRB Website.

"State" shall mean the State of Florida.

3. Content of Quarterly Reports.

(a) Each Quarterly Report shall contain the following information solely with respect to the lands owned by the Landowner in the Development if such information is not otherwise provided pursuant to subsection (b) of this Section 3:

(i) the number of assessable residential units planned on property subject to the Assessments;

(ii) the number of residential units under contract with end users subject to the Assessments;

(iii) the number of residential units closed with end users subject to the Assessments;

(iv) the estimated date of complete build-out of residential units subject to the Assessments;

(v) whether the Landowner has made any bulk sale of the land subject to the Assessments;

(vi) the status of development approvals for the Development that would affect property subject to the Assessments;

(vii) materially adverse changes or determinations to permits or approvals for the Development which necessitate changes to the land-use or other plans for the Development that would affect property subject to the Assessments;

(viii) status of any issuance of additional bonds secured by special assessment levied on the same property that is subject to the Assessments;

(ix) any event that has a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Landowner's ability to undertake the Development as described in the Limited Offering Memorandum that would affect property subject to the Assessments; and

(x) any amendment or waiver of the provisions hereof as described in Section 9 hereof.

(b) Any of the items listed in subsection (a) above may be incorporated by reference from other documents which are available to the public on the MSRB Website or filed with the SEC. The Landowner shall clearly identify each such other document so incorporated by reference.

(c) The Landowner represents and warrants that it will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Landowner acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Landowner, the Disclosure Representative of the Landowner and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Landowner, the Disclosure Representative of the Landowner or others as thereafter disseminated by the Dissemination Agent.

(d) If the Landowner sells, assigns or otherwise transfers ownership of real property in the Development subject to the Assessments to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "**Transfer**"), the Landowner hereby agrees to require such third party to assume the disclosure obligations of the Landowner hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Landowner involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 3, 4, 5 and 7 hereof, the term "**Landowner**" shall be deemed to include each of the Landowner and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Landowner remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Landowner from their obligations hereunder.

4. Provision of Quarterly Reports.

(a) The Landowner, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall provide a Quarterly Report to the Dissemination Agent no later than January 31 (for each calendar quarter ending December 31), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter, commencing [October 31, 2023], for the calendar quarter ending [September 30, 2023]; provided, however, that so long as any Landowner is a reporting company, such dates shall be extended to the date of filing of its respective 10-K or 10-Q, if later, as the case may be (each, a "**Quarterly Filing Date**"). At such time as the Landowner is no longer an Obligated Person, the Landowner will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement. The Dissemination Agent shall immediately file the Quarterly Report upon receipt from the Landowner with each Repository.

(b) If on the seventh (7th) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Disclosure Representative of the Landowner by telephone and in writing (which may be by e-mail) to remind the Landowner of its undertaking to provide the Quarterly Report pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the Landowner shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the Landowner will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Quarterly Report will be provided. If the Dissemination Agent has not received a Quarterly Report that contains the information in Section 5 of this Disclosure Agreement by the Quarterly Filing Date, a Listed Event described in Section 5(a)(xv) shall have occurred and the Landowner hereby directs the Dissemination Agent to immediately send a notice to each Repository in electronic format as required by such Repository, no later than the following Business Day in substantially the form attached as Exhibit A hereto, with a copy to the District.

(c) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name, address and filing requirements of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Landowner and the District certifying that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events of which the Landowner has knowledge to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event,

with the exception of the event described in item (iv) below, which notice shall be given in a timely manner:

(i) release, substitution, or sale of property securing repayment of the Bonds, if material;

(ii) an Event of Bankruptcy or similar event of an Obligated Person;

(iii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) failure on the part of the Landowner to meet the requirements of Sections 3 and 4 hereof;

(v) termination of the Landowner's obligations under this Disclosure Agreement prior to the final maturity of the Bonds, pursuant to Section 7 hereof;

(vi) incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material;

(vii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties; and

(viii) any amendment to this Disclosure Agreement modifying the rights of the Owners of the Bonds.

(b) The notice required to be given in Section 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

6. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any financial statement or other financial information or operating data;

(c) the issues or specific securities to which such documents are related (including CUSIP numbers, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the District;

- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

7. Termination of Disclosure Agreement. The Landowner's obligations under this Disclosure Agreement shall terminate at such time as the Landowner is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Bonds, the Landowner shall give notice of such termination in the same manner as for a Listed Event under Section 5.

8. Dissemination Agent. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the District or the Dissemination Agent, the Landowner agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of the Dissemination Agent under this Disclosure Agreement for the benefit of the Owners of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the District shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC, may terminate its role as Dissemination Agent at any time upon delivery of written notice to the District and the Landowner. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement.

9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Landowner, or the type of business conducted;

(b) the Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Landowner and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time without any other conditions; provided, however, that no amendment to the provisions of Section 3(a) may be made without the consent of the District.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in its next Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Landowner.

10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

11. Default. In the event of a failure of the Landowner, a Disclosure Representative, or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of more than fifty percent (50%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall) or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner, a Disclosure Representative, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner, a Disclosure Representative, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format. Anything herein to the contrary notwithstanding, in the event that a Disclosure Representative and the Dissemination Agent are the same party, such party's limited duties in their capacity as Dissemination Agent, as described hereinabove, shall not in any way relieve or limit such party's duties in their capacity as Disclosure Representative under this Disclosure Agreement.

13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Landowner, the Dissemination Agent, the Trustee, the Participating

Underwriter and Beneficial Owners of the Bonds (the District, the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. **Governing Law.** This Disclosure Agreement shall be governed by the laws of the State and federal law.

16. **Trustee Cooperation.** The District represents that the Dissemination Agent is a bona fide agent of the District and directs the Trustee to deliver to the Dissemination Agent at the expense of the District, any information or reports the Dissemination Agent requests that are in the possession of and readily available to the Trustee.

17. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowner or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

18. **Undertakings.** The Landowner represents that it has instituted internal processes to provide information to the Dissemination Agent on a timely basis and obtained assurances from the Dissemination Agent that they will in turn request the required reporting information timely and file such information timely with the appropriate Repository.

[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT
(Viera Stewardship District)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

WRATHELL, HUNT & ASSOCIATES, LLC,
as initial Dissemination Agent

PULTE HOME COMPANY, LLC,
a Michigan limited liability company,
as Landowner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[DISTRICT SEAL]

CONSENTED TO AND AGREED TO BY:

VIERA STEWARDSHIP DISTRICT

By: _____
Chair, Board of Supervisors

**ACKNOWLEDGED AND AGREED TO FOR
PURPOSES OF SECTIONS 11, 13 AND 16**

CONSENTED TO AND AGREED TO BY:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,** as successor Trustee

**WRATHELL, HUNT & ASSOCIATES,
LLC,** as District Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT A TO CONTINUING DISCLOSURE AGREEMENT
(Viera Stewardship District)**

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE QUARTERLY REPORT**

Name of District: Viera Stewardship District

Obligated Person(s) Pulte Home Company, LLC

Name of Bond Issue: \$[Bond Amount] Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project)

Date of Issuance: [Closing Date]

CUSIPS: [_____]

NOTICE IS HEREBY GIVEN that the Landowner has not provided a Quarterly Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Agreement dated [Closing Date], between the Landowner and the Dissemination Agent named therein. The Landowner has advised the undersigned that it anticipates that the Quarterly Report will be filed by _____, 20____.

Dated: _____, _____, Dissemination Agent

cc: District
Participating Underwriter

**VIERA
STEWARDSHIP DISTRICT**

13A

WORK AUTHORIZATION NO. 4
(2022-2023 Fiscal Year)

THIS WORK AUTHORIZATION (the “Work Authorization”) is dated February 2, 2023 and authorizes certain work in accordance with that certain *Master Agreement Between the Viera Stewardship District and A. Duda & Sons, Inc. for Canal Maintenance Services* dated July 26, 2019 (the “Agreement”), by and between:

Viera Stewardship District, a local unit of special-purpose government created and existing pursuant to Chapter 2006-360, Laws of Florida, located in Brevard County, Florida, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”); and

A. Duda & Sons, Inc., a Florida corporation, with a mailing address of P.O. Box 620257 Oviedo, Florida 32762-0257 (the “Contractor” and, together with the District, the “Parties”).

SECTION 1. SCOPE OF SERVICES. In addition to and as part of the Services described in the Agreement and any exhibits and amendments thereto and work authorizations authorized pursuant thereto, the Contractor shall provide the services set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Services”) for the areas more specifically depicted on the map attached hereto as a part of **Exhibit A**.

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

VIERA STEWARDSHIP DISTRICT

Benjamin E. Wilson
Secretary

Todd J. Pokrywa
Todd J. Pokrywa, Chairman of the Board of Supervisors

A. DUDA & SONS, INC., a Florida corporation

Benjamin E. Wilson
(Signature of Witness)

By: Drew Duda
Print: Walter A. "Drew" Duda, Jr.
Its: Senior Vice President

Exhibit A: Scope of Services and Service Area Map

EXHIBIT A
Scope of Services and Service Area Map



A. Duda & Sons, Inc.

10002 N. Wickham Road · Melbourne, FL 32940 · 321-757-7455

Proposal 04-920

Date: 2/1/23

Prepared by:

Steven Rathburn
A. Duda & Sons, Inc
10002 N. Wickham Road
Melbourne, FL 32940
Phone: 321-757-7455

Prepared for:

Viera Stewardship District
2300 Glades Road Suite 410W
Boca Raton, FL 33431

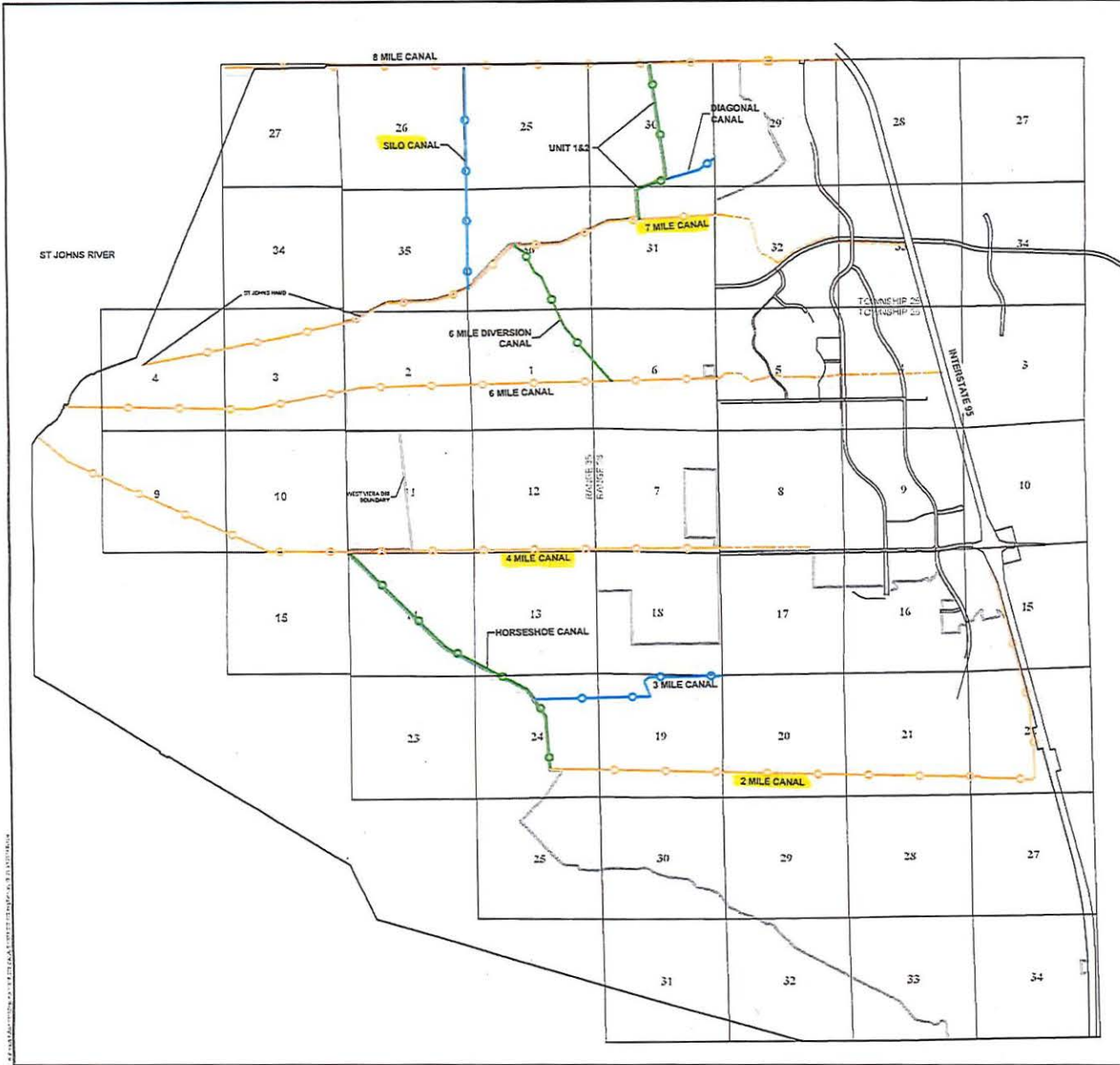
steven.rathburn@duda.com

Phone: 321-831-4990

Description: **Canal Maintenance FY23** - Removal of sediment on the 7 Mile, 6 Mile Diversion, 6 Mile and 4 Mile canals. Aquatic weed control for all canals as needed. Incidental activity - includes dirt and tree removal, herbicide treatments and mowing on canal embankments.

	Description	Amount
1	Long reach excavator work to remove sediment in canals	\$63,380.00
2	Monthly aquatic weed control	\$28,000.00
3	Incidental	\$8,515.00
Subtotal:		\$99,895.00
Total Due:		\$99,895.00

Terms: Payment due annually as per A. Duda and Sons, Inc. fiscal schedule.



3 MILE CANAL

DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTIONS 18 AND 19, TOWNSHIP 25 SOUTH, RANGE 35 EAST, SECTION 24, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18 AND RUN S02°37'30"W ALONG THE EASTERLY LINE OF SAID SECTION 19, A DISTANCE OF 36.32 FEET TO THE POINT OF BEGINNING OF THE HORSE SHOE CENTERLINE, THENCE S89°14'00"W A DISTANCE OF 23.60 FEET, THENCE S02°07'14"W A DISTANCE OF 206.62 FEET, THENCE S04°22'52"W A DISTANCE OF 102.18 FEET, THENCE S02°32'02"E A DISTANCE OF 183.84 FEET, THENCE S19°32'02"E A DISTANCE OF 31.60 FEET, THENCE S02°37'31"E A DISTANCE OF 32.00 FEET, THENCE S19°22'52"W A DISTANCE OF 28.23 FEET, THENCE S62°37'33"W A DISTANCE OF 47.00 FEET, THENCE S88°16'45"W A DISTANCE OF 2165.18 FEET, THENCE S26°42'00"W A DISTANCE OF 21.27 FEET TO THE WESTERLY LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID SECTION 20; THENCE CONTINUE S88°47'20"W A DISTANCE OF 208.23 FEET TO THE APPROXIMATE CENTERLINE OF HORSESHOE CANAL, AND TO THE END OF THIS CENTERLINE.

DIAGONAL CANAL

DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTION 30, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 30 AND RUN N02°32'00"W ALONG THE EASTERLY LINE OF SAID SECTION 30, A DISTANCE OF 127.23 FEET TO THE POINT OF BEGINNING OF THE HORSE DESCRIBED CENTERLINE, THENCE S02°37'15"W A DISTANCE OF 162.42 FEET, THENCE S14°47'14"W A DISTANCE OF 1413.43 FEET TO THE APPROXIMATE CENTERLINE OF UNIT 1 AND 2 CANAL, AND TO THE END OF THIS CENTERLINE.

HORSESHOE CANAL

DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTIONS 11, 14, 18 AND 24, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14 AND RUN N02°37'40"E ALONG THE NORTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 51.50 FEET, THENCE N02°37'50"W A DISTANCE OF 148.0 FEET TO THE POINT OF BEGINNING OF THE HORSE DESCRIBED CENTERLINE, THENCE S47°22'00"E A DISTANCE OF 423.10 FEET, THENCE S44°46'00"E A DISTANCE OF 573.13 FEET, THENCE S24°42'00"E A DISTANCE OF 204.73 FEET, THENCE S62°22'40"E A DISTANCE OF 1206.15 FEET, THENCE S91°32'00"E A DISTANCE OF 425.04 FEET, THENCE S02°37'40"E A DISTANCE OF 1270.64 FEET, THENCE S41°23'45"E A DISTANCE OF 221.28 FEET, THENCE S22°37'45"E A DISTANCE OF 1184.34 FEET, THENCE S28°58'15"E A DISTANCE OF 225.81 FEET TO THE APPROXIMATE CENTERLINE OF 2 MILE CANAL, AND TO THE END OF THIS CENTERLINE.

2.5 MILE CANAL

DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTIONS 25, 26, 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25 AND RUN S22°05'40"E ALONG THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 142.50 FEET, THENCE S89°22'50"W A DISTANCE OF 19.14 FEET TO THE POINT OF BEGINNING OF THE HORSE DESCRIBED CENTERLINE, THENCE S02°17'42"E A DISTANCE OF 2259.23 FEET TO THE SOUTHERLY LINE OF SAID SECTION 25, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SECTION 26, THENCE CONTINUE S02°17'42"E A DISTANCE OF 424.25 FEET TO THE APPROXIMATE CENTERLINE OF 7 MILE CANAL, AND TO THE END OF THIS CENTERLINE.

6 MILE DIVERSION CANAL

DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTION 1, TOWNSHIP 25 SOUTH, RANGE 35 EAST, AND SECTIONS 6, TOWNSHIP 25 SOUTH, RANGE 35 EAST, AND SECTION 24, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24 AND RUN N02°37'10"E ALONG THE EASTERLY LINE OF SAID SECTION 24, A DISTANCE OF 261.84 FEET, THENCE N89°27'20"E A DISTANCE OF 2204.26 FEET TO THE POINT OF BEGINNING OF THE HORSE DESCRIBED CENTERLINE, THENCE S17°37'14"E A DISTANCE OF 61.68 FEET, THENCE S03°25'14"E A DISTANCE OF 480.17 FEET, THENCE S47°44'40"E A DISTANCE OF 43.31 FEET, THENCE S21°22'50"E A DISTANCE OF 482.42 FEET, THENCE S21°37'45"E A DISTANCE OF 1468.80 FEET, THENCE S02°37'40"E A DISTANCE OF 425.44 FEET, THENCE S28°52'00"E A DISTANCE OF 74.31 FEET, THENCE S50°24'45"E A DISTANCE OF 41.51 FEET, THENCE S02°37'40"E A DISTANCE OF 169.18 FEET, THENCE S02°37'20"E A DISTANCE OF 150.15 FEET, THENCE S49°31'14"E A DISTANCE OF 61.36 FEET, THENCE S02°37'50"E A DISTANCE OF 52.17 FEET, THENCE S02°45'14"E A DISTANCE OF 726.87 FEET, THENCE S02°34'20"E A DISTANCE OF 745.60 FEET TO THE SOUTHERLY LINE OF SAID SECTION 24, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SECTION 10, THENCE CONTINUE S02°34'20"E A DISTANCE OF 154.84 FEET, THENCE S02°47'20"E A DISTANCE OF 328.95 FEET, THENCE S23°19'45"E A DISTANCE OF 182.74 FEET, THENCE S42°07'14"E A DISTANCE OF 192.81 FEET, THENCE S28°32'45"E A DISTANCE OF 180.79 FEET, THENCE S42°37'40"E A DISTANCE OF 624.53 FEET, THENCE S41°10'10"E A DISTANCE OF 843.52 FEET TO THE EASTERLY LINE OF SAID SECTION 1, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 6; THENCE CONTINUE S41°10'10"E A DISTANCE OF 1212.44 FEET TO THE APPROXIMATE CENTERLINE OF 6 MILE CANAL, AND TO THE END OF THIS CENTERLINE.

UNIT 1 AND 2 CANAL

DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTIONS 30 AND 31, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 30 AND RUN N02°37'20"E ALONG THE NORTHERLY LINE OF SAID SECTION 30, A DISTANCE OF 214.24 FEET, THENCE S02°37'40"E A DISTANCE OF 127.23 TO THE POINT OF BEGINNING OF THE HORSE DESCRIBED CENTERLINE, THENCE S02°37'40"E A DISTANCE OF 648.62 FEET, THENCE S74°27'14"W A DISTANCE OF 54.88 FEET, THENCE S88°37'00"W A DISTANCE OF 816.98 FEET TO THE SOUTHERLY LINE OF SAID SECTION 30, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SECTION 31; THENCE CONTINUE S88°37'00"W A DISTANCE OF 278.22 FEET, THENCE S02°37'00"W A DISTANCE OF 127.11 FEET, THENCE S24°42'00"E A DISTANCE OF 1244.10 FEET TO THE APPROXIMATE CENTERLINE OF 7 MILE CANAL, AND TO THE END OF THIS CENTERLINE.

NOTE: SEE SHEET 2 FOR OTHER LEGAL DESCRIPTIONS.

LINETYPE LEGEND

- REMAINDER CANAL SYSTEM
- EXHAUSTIVE SPANNAGE SYSTEM UNDER EIGENSHIP DECLARATION
- VSB VILLAGE SPANNAGE SYSTEM UNDER EIGENSHIP DECLARATION
- TOWNSHIP RANGE

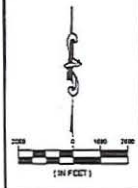


B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERS
LAND SURVEYING

4110 N. UNIVERSITY AVENUE, SUITE 200
ORLANDO, FLORIDA 32810
PH: 407.762.1234 FAX: 407.762.1235
WWW.BSECONSULTANTS.COM
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS

SCOTT W. QUARLES, P.E., P.L.S.
STATE OF FLORIDA, No. 32686-04791

THOMAS A. FANAL, P.E.
STATE OF FLORIDA, No. 1951



DATE	09/27/23
DESIGNED BY	WJW
DRAWN BY	WJW
CHECKED BY	WJW
APPROVED BY	WJW
DATE	09/27/23
DESIGNED BY	WJW
DRAWN BY	WJW
CHECKED BY	WJW
APPROVED BY	WJW

PROJECT TITLE
COCCA RANCH WEST

SHEET TITLE
CANAL SYSTEM MAINTNANCE EXHIBIT

PROJECT NO.
10028
DRAWING NO.
10028_202_002
SHEET
1 of 2

EXHIBIT A
Scope of Services and Compensation

Work Authorization #4

January 13, 2023

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #4
 A. Duda & Sons – Mechanical
 Brazilian Pepper Removal, VSD
 FY2022/23

Dear Mr. Todd Pokrywa (Chairman):

A. Duda & Sons (ADS) submits this Work Authorization to provide land management services for the Viera Stewardship District (VSD) for fiscal year (FY) 2022/2023. ADS will provide these services for the VSD pursuant to our Master Agreement dated July 29, 2020 for **Land and Habitat Management Services** as follows:

A. Duda & Sons – Mechanical Brazilian pepper (BP) removal and Cogon Grass Control

A. Duda & Sons (ADS) shall continue to perform mechanical removal of dense Brazilian Pepper (BP) thickets throughout the Viera Wilderness Park Stage 2 and control Cogon Grass and Climbing Fern invasive species. This mechanical BP removal will include a mulcher, excavator, loader, roller chopper and associate operators. Chemical treatments will be required to suppress regrowth.

Fee for Mechanical removal of Brazilian Pepper (BP)

Mulching at \$2,500/week for 30

Fee for Chemical Treatment of Post Emergent Brazilian Pepper(BP), Cogon Grass, and Climbing Fern

At \$6,500/week for remaining 2 weeks

Fee for Mowing (VBOP)

Mowing at \$1,875/week for 4 wks

Lump Sum: \$95,500

All fees include equipment, labor and other reimbursable expenses.

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional Work Authorization.

Please refer to the Conditions in the **Master Agreement for Land and Habitat Management Services** between the VSD and ADS dated July 29, 2020, incorporated by reference for this Work Authorization.

If this Work Authorization for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of this signed Work Authorization will be considered our notice to commence work.**

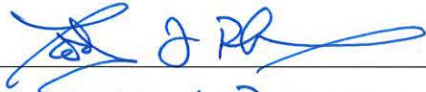
If you have any questions, please feel free to contact me.

Sincerely,
A. Duda and Sons



Representative
Tracy Duda Chapman

APPROVED AND ACCEPTED



By: Todd J Pokrywa
Authorized Representative of
Viera Stewardship District

Date: 2/2/2023

**VIERA
STEWARDSHIP DISTRICT**

13B



2840 Electronics Dr - Melbourne, FL 32935
(321) 254-0930 - Fax (321) 254-4695

AQUATIC SERVICE AGREEMENT

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Viera Stewardship District
C/O Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410A
Boca Raton, FL 33431-7386

One Year: 3/1/23 – 2/29/24
Monthly Thereafter

hereinafter called “**Customer**”. Referencing Attachment A and the BSE Lake Maintenance Entity Map, the parties hereto agree as follows:

- 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
March 2023 (14th 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
March 2023 (14th 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 Tract G	520'	0.46	\$ 40.00
249	Sendero/Sierra Cove Tract H	570'	0.50	\$ 40.00
250	Sendero/Sierra Cove Tract I	550'	0.51	\$ 40.00
251	Sendero/Sierra Cove Tract N	2,150'	4.20	\$ 150.00
252	Sendero/Sierra Cove Tr OSN7.10D	1,410'	2.82	\$ 100.00

VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
March 2023 (14th 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
280	Viera Village Ctr 1 A2	1,330	1.24	\$ 50.00
281	Viera Village Ctr 1 A3	840'	0.64	\$ 40.00
MONTHLY FEE			517.24	\$ 15,299.00
ANNUAL FEE				\$ 183,588.00

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	\$ 345.00
Wetland 40	Avalonia Phase 1; Tract L	Even Months	5.26	\$ 470.00
Wetland 41	Stonecrest OSN6.1	Even Months	6.66	\$ 600.00
Wetland 60	Viera Village Ctr 1 - Tract B	Even Months	4.00	\$ 360.00
Wetland 62	Addison Center at Viera Tract A	Even Months	1.91	\$ 170.00
Wetland 68	Avalonia Phase 1; Tract E	Even Months	1.58	\$ 140.00
Wetland 69	Loren Cove South Phase I Tract D	Even Months	1.64	\$ 145.00
Every Other Month Service Fee				\$ 2,230.00
ANNUAL FEE				\$ 13,380.00

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

AQUATIC SERVICE ADDENDUM

1. **ECOR's** "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. **ECOR** is fully insured, licensed, and certified with documentation provided upon request.
2. It is the **Customer's** responsibility to notify **ECOR** of all work areas that are designated as mitigation sites and have desirable plants installed. **ECOR** assumes no responsibility for damaged plants where **Customer** has failed to notify **ECOR** of such areas.
3. **ECOR** will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. **ECOR** can provide these services at a rate of \$50 per hour to cover labor and equipment.
4. **ECOR** will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by **ECOR** such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. **ECOR** may provide a quotation for such services upon request.
5. **ECOR** technicians are instructed to remove occasional pieces of trash from the lakes as part of their service inspection. However, trash or debris deemed excessive and requiring additional man hours will be quoted as an optional service.
6. This agreement does not provide for the installation or maintenance of aeration diffusers or fountains. A separate scope of work and service agreement may be provided as needed.
7. **ECOR** will notify the **Customer** of any visible erosion, washout problems or issues with water control structures as discovered during regular service rounds. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). **ECOR** does not provide engineering services and is not responsible for any repairs or maintenance of erosion or washout areas.
8. **ECOR** advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is not provided for in this agreement unless so stated.
9. Water use restrictions after treatments are not often required. When restrictions are required, **ECOR** will notify the **Customer** in writing of all restrictions that apply. **ECOR** will not be held liable for damages resulting from the **Customer** failing to follow restrictions.
10. Customer agrees to pay **ECOR** upon completion of the work as reported and invoiced for that month with terms of Net 30. Past due balances shall be assessed a finance charge of 1.5% (18% APR) until the entire balance is paid in full. If the **Customer** fails to make payments as required, the account may be considered by **ECOR**, at its option, to be in default and the **Customer** shall be responsible for the payment of all costs of collection, including reasonable attorney fees, as allowed by law. Either party may cancel this agreement with a 30-day written notice.

ACCEPTANCE OF AGREEMENT

Michael A. Garoust II February 15, 2023
ECOR Industries, Inc. Date


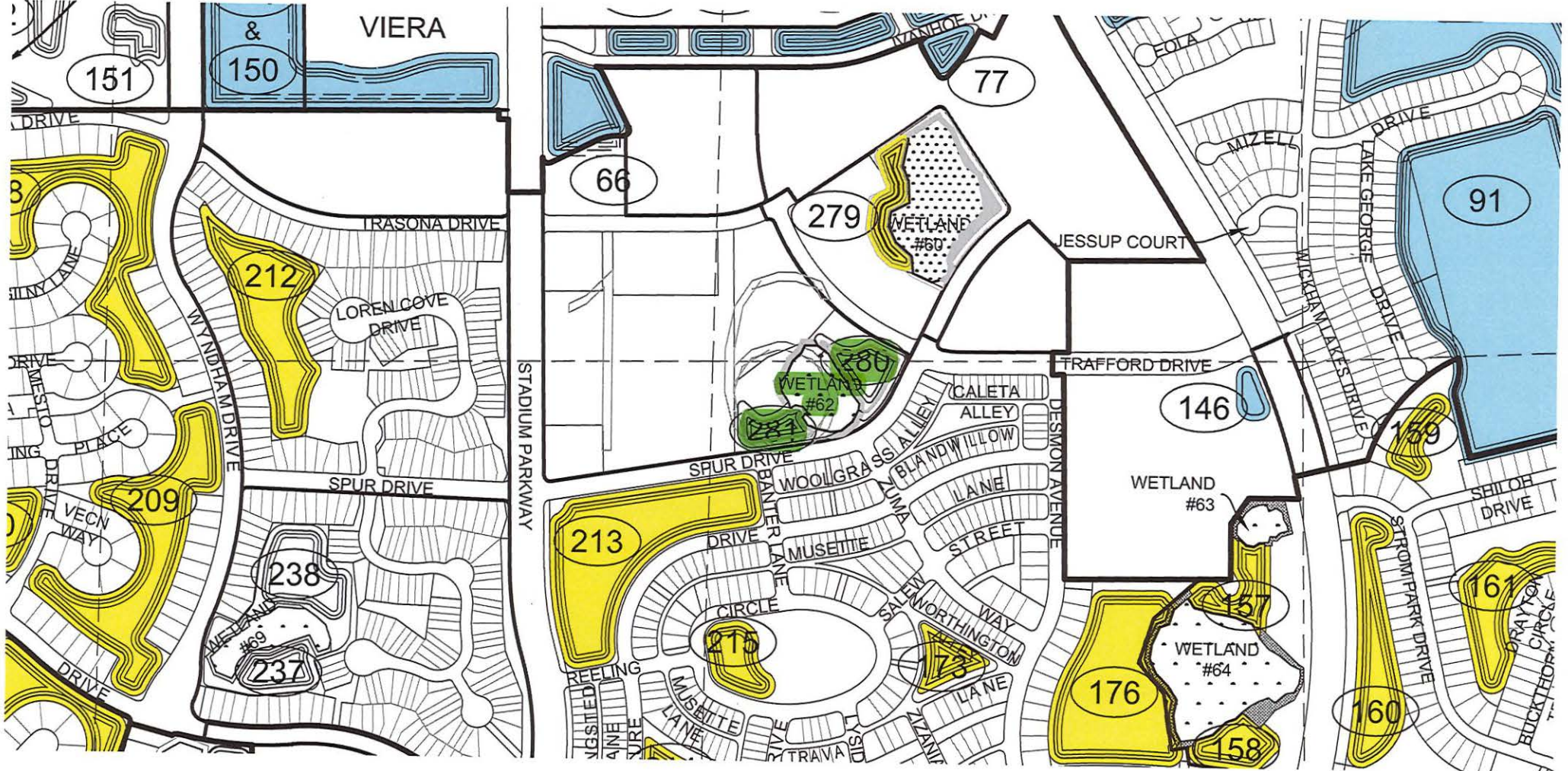
 3/8/2023
Customer Signature Date
VIERA STEWARDSHIP DISTRICT
Todd J. Pokrywa, President

Exhibit B - VSD 14th Amendment
March 2023



Addition of Lakes 280, 281 and Wetland #62 highlighted on the map in green.

**VIERA
STEWARDSHIP DISTRICT**

13C

CO: W&J
TVC ACCT.

CHANGE ORDER

AIA DOCUMENT G701

- Distribution to:
- OWNER
 - ARCHITECT
 - CONTRACTOR
 - FIELD
 - OTHER

PROJECT:

CHANGE ORDER NUMBER: 1 (One)

Pineda Gateway Sign
4254 Pineda Blvd.
Melbourne, FL. 32940

TO (Contractor):

INITIATION DATE: 9/16/2022

W&J CONSTRUCTION CORPORATION
1005 Viera Blvd., Suite 201
Rockledge, FL 32955

PROJECT ID: 659

CONTRACT FOR: Monument Sign

CONTRACT DATE: 6/6/2022

You are directed to make the following changes in this Contract: (See attached supporting information):

- | | |
|-------------------------------------------------------------------|--------------|
| 1. Adjustments to the originally proposed Sign Components | \$ 12,733.00 |
| 2. General Conditions, Supervision, Insurances, Overhead & Profit | \$ 1,517.41 |

SUB-TOTAL: \$ 14,250.41

CREDIT FOR ORIGINAL SIGN COMPONENTS: -\$ 6,669.00

TOTAL \$ 7,581.00

Not valid until signed by Owner. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	\$	54,969.00
Net change by previously authorized Change Orders.....	\$	0.00
The Contract Sum prior to this Change Order was.....	\$	54,969.00
The Contract Sum will be increased by this Change Order.....	\$	7,581.00
The new Contract Sum including this Change Order will be.....	\$	62,550.00
The Contract Time will be increased		(0) Days

Authorized:

The Viera Company
OWNER
Address: 7380 Murrell Road
Viera, FL. 32940

By: Todd J. Pokrywa; President

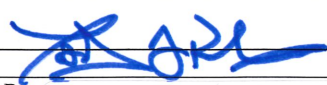
DATE:

W & J Construction Corporation
CONTRACTOR
Address: 1005 Viera Blvd. Suite 102
Rockledge, FL 32955

By: Ricky Melendez – Project Manager

DATE: Sept. 16, 2022

The Viera Company



By: Todd J. Pokrywa, President
9-19-22

DATE

Item	Sec	Description	Material	Labor	Sub	Subcontractor Name
		A/E Design Phase Fees				
		A/E Construction Phase Fees				
1.		General Conditions				<i>metric = days</i>
		Project Manager		0.00	0	
		Project Superintendent		0.00	0	
		Sanitary Facilities		0.00		
		Waste Mgmt and Disposal		0.00		
		Miscellaneous Expendables				
		Added Work				Subcontractor Name
1	LS	Sign Components; engineering; permit fees			12,733.00	Kendall Signs
		** Sign components to include "VIERA" letters and (1ea) 4' x 10' aluminum cabinet with illuminated logo.				
		** Electrical not included (to be done by others)				
		** Disposal of excess of dirt from excavation is not included; assuming will be used for landscaping				
Subtotals			0.00	0.00	12,733.00	
Sales Tax/PT&I (7.0/32)			0.00	0.00		(included in labor rate)
Total			0.00	0.00	0.00	
					12,733.00	
		Permits				
		General Liability Insurance (%)	0.99		141.08	
		Builder's Risk (Per \$100)	0.00		0.00	
		Contingency (%)	0.00		0.00	
		Bond	0.56%		79.80	
		Hurricane Surcharge	1.30%		1.04	
		Cost			12,954.92	
		OH/Profit	10.0%		1,295.49	
		Total			14,250.41	
		Original Sign sub Amount (credit)			6,669	
GRAND TOTAL					7,581	

Customer: W&J Construction	Contact: Ricky Melendez Project Manager
Billing: 1005 Viera Blvd Ste 202 Rockledge, FL 32955	Phone: 321 446 6008
Project: Viera Pineda Gateway Sign W&J Project No. 659	Fax:
E-mail: RMelendez@wjconstruction.co	Date: 8/24/2022

PROPOSAL / CONTRACT

SCOPE OF WORK:	# Units	Unit Cost	Total
Manufacture and install:			
(1) set of 24" reverse channel LED illuminated letters			\$5,980.00
one (1) LED illuminated monolithic logo cabinet w/ routed logo; backed with acrylic			\$4,799.00
All sign letters and cabinet to have faux corten painted finish			
engineering and all permit related fees			\$1,200.00
120V 20 amp dedicated circuit required by others; Includes final electrical hookup if power to sign location provided at time of installation.			
does not include concrete wall footer, CMU and/or stone claddings; power to sign location by others			
<i>NOTE: All Credit Card payments will be charged an additional 3% processing fee.</i>			
Sub-total	\$11,979.00	Tax	\$754.00
Total	\$12,733.00	Deposit	\$6,366.50

Terms and Conditions: A deposit of 50% of the total is due upon acceptance of job. Any job that includes an electronic message center requires a 60% deposit. Balance is due upon installation. Any payments not received in a timely manner by Kendal Signs, shall bear interest from the due date at the rate of 18% per annum, with a \$50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Customer's failure to submit prompt final payment following installation as per plan shall constitute default. The client / buyer agrees to pay all cost in the event of default of payment by the client / buyer, including reasonable attorney's fees. The client / buyer hereby grants Kendal Signs the right of entry into and on the property of the client / buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage.

RESPECTFULLY SUBMITTED BY: Art Zimmerman **E-MAIL:** art@kendalsigns.com

Notes: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon crew's arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (ex: coquina, rock, large roots, water, pipes, etc.) or fascias (ex: steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and / or overall appearance.

Product Warranty: Kendal Signs' standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE	PRINTED NAME	SIGNATURE
580 Gus Hipp Blvd., Rockledge, FL 32955	(321) 636-5116	www.kendalsigns.com

**VIERA
STEWARDSHIP DISTRICT**

13DI

Pole Description	# Installed	# Removed
20' Standard Fiberglass Black	4	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$7.20. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

Customer (Print or type name of Organization)

By:  2-17-23
Signature (Authorized Representative)

Todd J. Pokrywka
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative

**VIERA
STEWARDSHIP DISTRICT**

13DII



FPL Account Number: 7336734426

FPL Work Request Number: 9311238

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Viera Stewardship District (hereinafter called the Customer), requests on this 13th day of February, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Avalonia PH3 Street Lights, located in Melbourne, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) - W/Side Panels	39	3500	3K	8	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
20' Standard Fiberglass	8	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$10.12. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

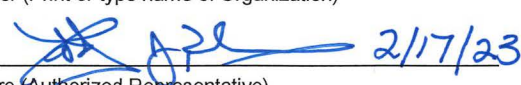
12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:


Viera Stewardship District
Customer (Print or type name of Organization)

By:  2/17/23
Signature (Authorized Representative)

Todd J. Pokrywa
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Chris Venov
(Print or type name)

Title: FPL LT-1 Representative

**VIERA
STEWARDSHIP DISTRICT**

13DIII

Pole Description	# Installed	# Removed
21' Black Tapered Concrete	29	
Black Washington 18.5'	7	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0.00. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By: 
 Signature (Authorized Representative)

By: _____
 (Signature)

Todd J. Pokrywa, ~~Chairman~~
 (Print or type name)

Chris Venoy
 (Print or type name)

Title: Chairman

Title: FPL LT-1 Representative

**VIERA
STEWARDSHIP DISTRICT**

13DIV

Pole Description	# Installed	# Removed
20' Black Fiberglass Pole	13	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

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THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$98.83. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
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Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

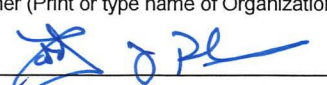
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17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
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IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:


VIERA STEWARDSHIP DISTRICT
 Customer (Print or type name of Organization)

By:  3/16/23
 Signature (Authorized Representative)

Todd J. Pokrywka
 (Print or type name)

Title: President

FLORIDA POWER & LIGHT COMPANY

By: 
 (Signature)

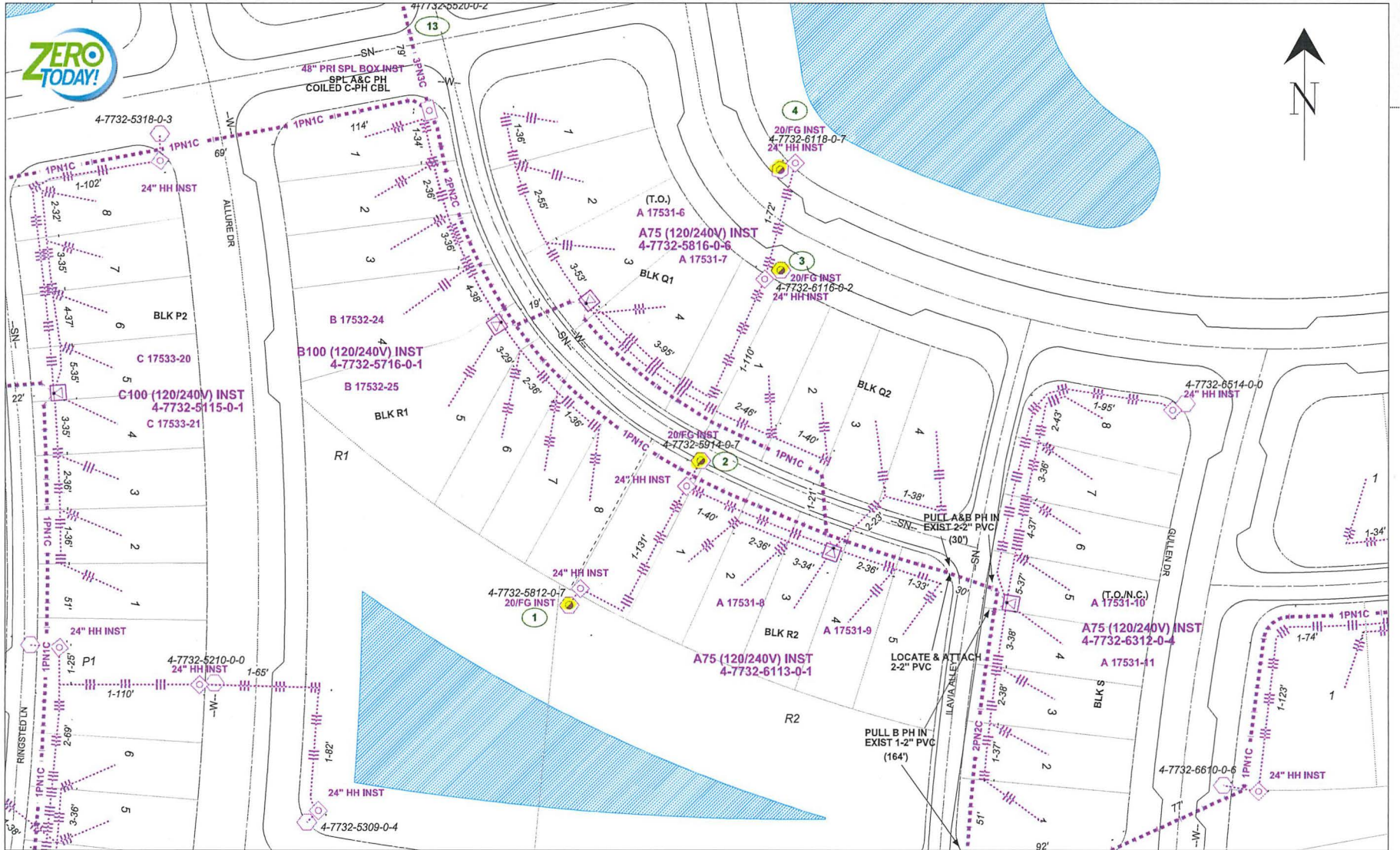
Chris Venoy
 (Print or type name)

Title: FPL LT-1 Representative

FEEDERS:

[] INACCESSIBLE [] 13KV [] FUTURE 23KV [X] 23KV [] SALT SPRAY [] ROCK

PAGE 3



Scale: 1/8" = 24'

PRINTED BY: btd/bmk

PLOT DATE/TIME: 09/14/2017 11:01:45

4		
3		
2	09/08/2017	INSTALL 13-36W 3000K LED TRADITIONAL AMERICAN REVOLUTION STREET LIGHTS ON 20 FT STD FIBERGLASS POLES
1		
IPC	DATE	REVISION

AS-BUILT CREW PRINT		Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Foreman's Signature	Date	Supervisor's Signature	Date
AS-BUILT COPY		All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Initials	Ext. Date	Foreman's Signature	Date

Essement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Designer/Stake? []	CT/Special Mtr? []	Work with SMO? []	Survey/Stake? []
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQD []	CITY []	COUNTY RD []	COUNTY AIR []
RR XING []	DR. DIST. []	STATE RD []	FAA []
Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CATV Transfer? []	

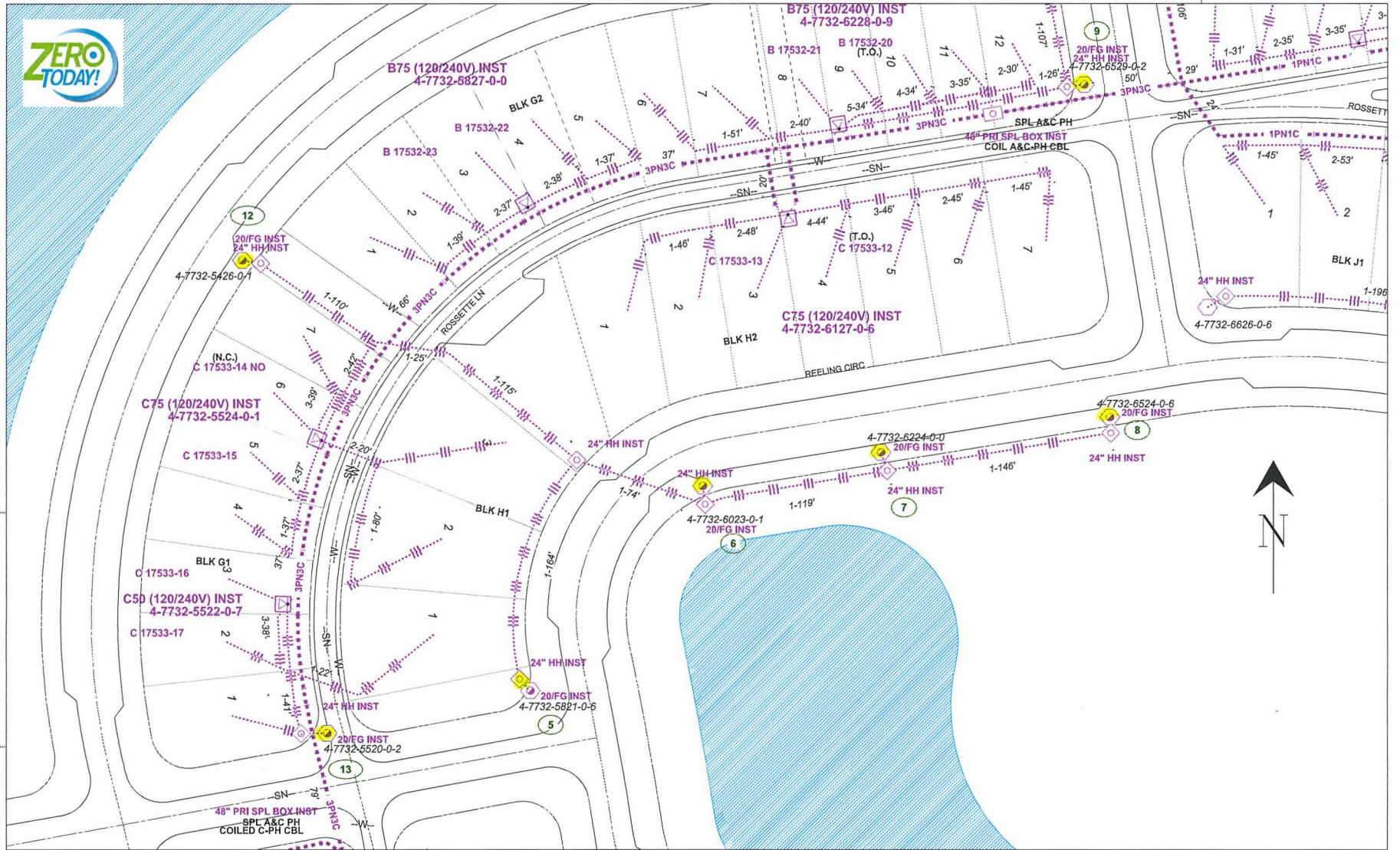


Job Owner:	M/A: BV	Township: 26 Range: 36 Section 16
Designer:	Kirkland Thames	REELING PARK PH-5 SL
Date:	09/14/2017	
Original Size: 18 x 24	LAKE ANDREW & ADDISON DR, MELBOURNE, 32940	
0'	40'	80'
Dwg No. 7818119_18x24 UG.xml	Map: C00742	
IWR: 7818119		Page 2 of 4

FEEDERS:

[] INACCESSIBLE [] 13KV [] FUTURE 23KV [X] 23KV [] SALT SPRAY [] ROCK

PAGE 4



PAGE 2

Size: 18 x 24

PRINTED BY: ktd@emk

PLOT DATE/TIME: 09/14/2017 11:01:47

4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Essement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []		
3			Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? []	CT/Special Mtg? []	Work with SMO? []	Survey/Stake? []		
2			AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	PERMIT REQ'D []	CITY []	COUNTY RD []	COUNTY AIR []	STATE RD []	FAA []
1	09/08/2017	INSTALL 13-32W 3000K LED TRADITIONAL AMERICAN REVOLUTION STREET LIGHTS ON 20 FT STD FIBERGLASS POLES	Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	REQ'D []	WMD []	RR XING []	DR. DIST. []	TRANS. []	
IPC	DATE	REVISION			Requested Tel. Co. Set Poles? []		Requested Tel. Co. Transfer? []		Request CATV Transfer? []	

4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Essement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []		
3			Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? []	CT/Special Mtg? []	Work with SMO? []	Survey/Stake? []		
2			AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	PERMIT REQ'D []	CITY []	COUNTY RD []	COUNTY AIR []	STATE RD []	FAA []
1	09/08/2017	INSTALL 13-32W 3000K LED TRADITIONAL AMERICAN REVOLUTION STREET LIGHTS ON 20 FT STD FIBERGLASS POLES	Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	REQ'D []	WMD []	RR XING []	DR. DIST. []	TRANS. []	
IPC	DATE	REVISION			Requested Tel. Co. Set Poles? []		Requested Tel. Co. Transfer? []		Request CATV Transfer? []	

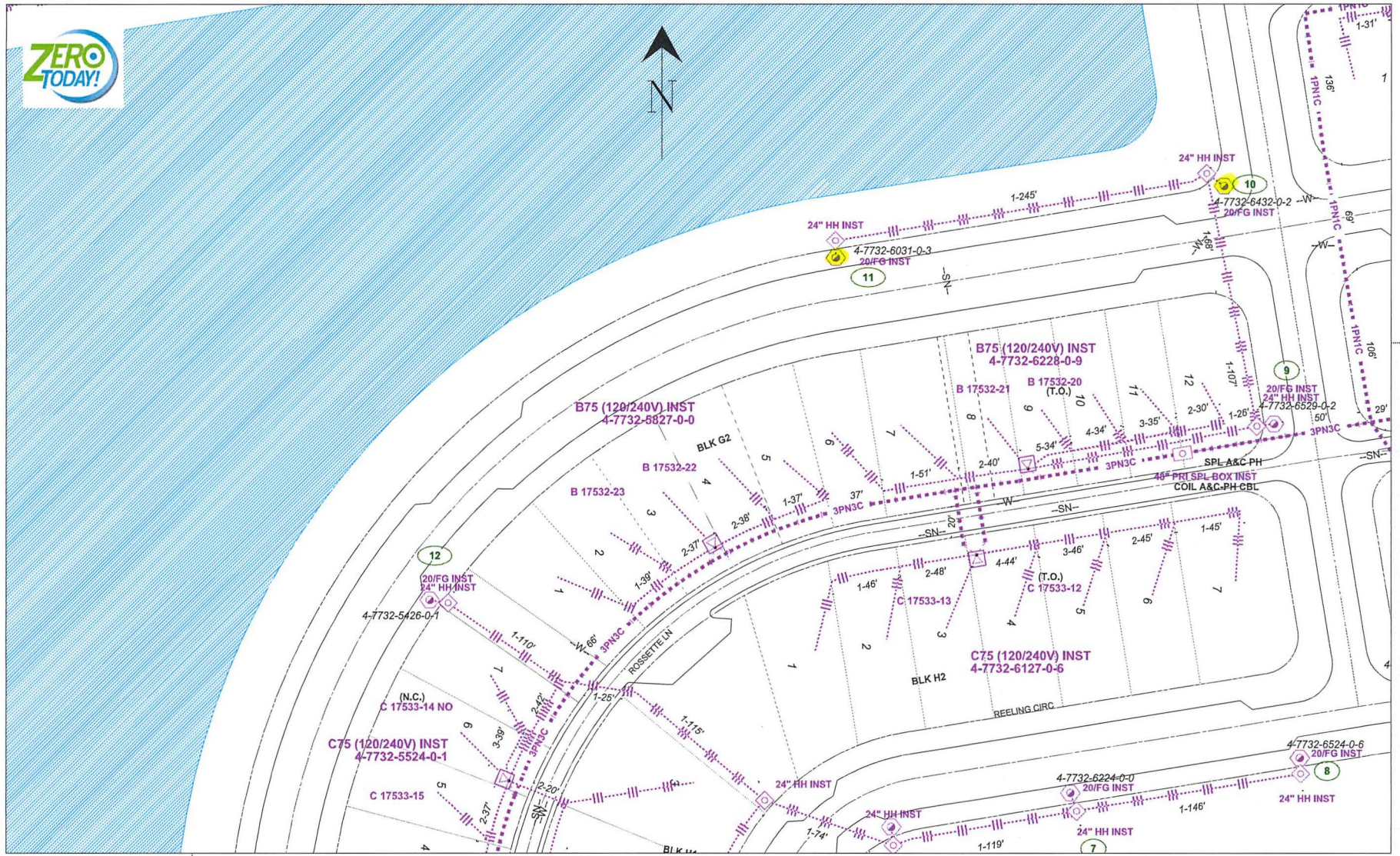
4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Essement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []		
3			Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? []	CT/Special Mtg? []	Work with SMO? []	Survey/Stake? []		
2			AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	PERMIT REQ'D []	CITY []	COUNTY RD []	COUNTY AIR []	STATE RD []	FAA []
1	09/08/2017	INSTALL 13-32W 3000K LED TRADITIONAL AMERICAN REVOLUTION STREET LIGHTS ON 20 FT STD FIBERGLASS POLES	Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	REQ'D []	WMD []	RR XING []	DR. DIST. []	TRANS. []	
IPC	DATE	REVISION			Requested Tel. Co. Set Poles? []		Requested Tel. Co. Transfer? []		Request CATV Transfer? []	



Job Owner:	Kirkland Thames	M/A: BV	Township: 26 Range: 36 Section 16
Designer:	09/14/2017	REELING PARK PH-5 SL	
Date:		Original Size: 18 x 24	LAKE ANDREW & ADDISON DR, MELBOURNE, 32940
		0' 40' 80'	Dwg No. 7818119_18x24 UG.xml
			Map: CO0742
			WR: 7818119
			Page 3 of 4

FEEDERS:

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK



PAGE 3

Size: 18 x 24

PRINTED BY: bdbemk

PLOT DATE/TIME: 09/14/2017 11:01:49

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>	Job Owner:	M/A: BV	Township: 26 Range: 36 Section: 16
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? <input type="checkbox"/>	CT/Special Mir? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>	Designer:	Kirkland Thames	REILING PARK PH-5 SL
2		AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT, ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	Date:	09/14/2017	
1	09/08/2017	INSTALL 13-20W 3000K LED TRADITIONAL AMERICAN REVOLUTION STREET LIGHTS ON 20 FT STD FIBERGLASS POLES		PERMIT REQD	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	Original Size: 18 x 24
IPC	DATE	REVISION	Initials	Cert. Date	Foreman's Signature	Date	Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	LAKE ANDREW & ADDISON DR, MELBOURNE, 32940
										Dwg No. 7818119_18x24 UG.xml
										Map: CO0742
										Page 4 of 4



Cover Sheet: WR#7818119

INACCESSIBLE

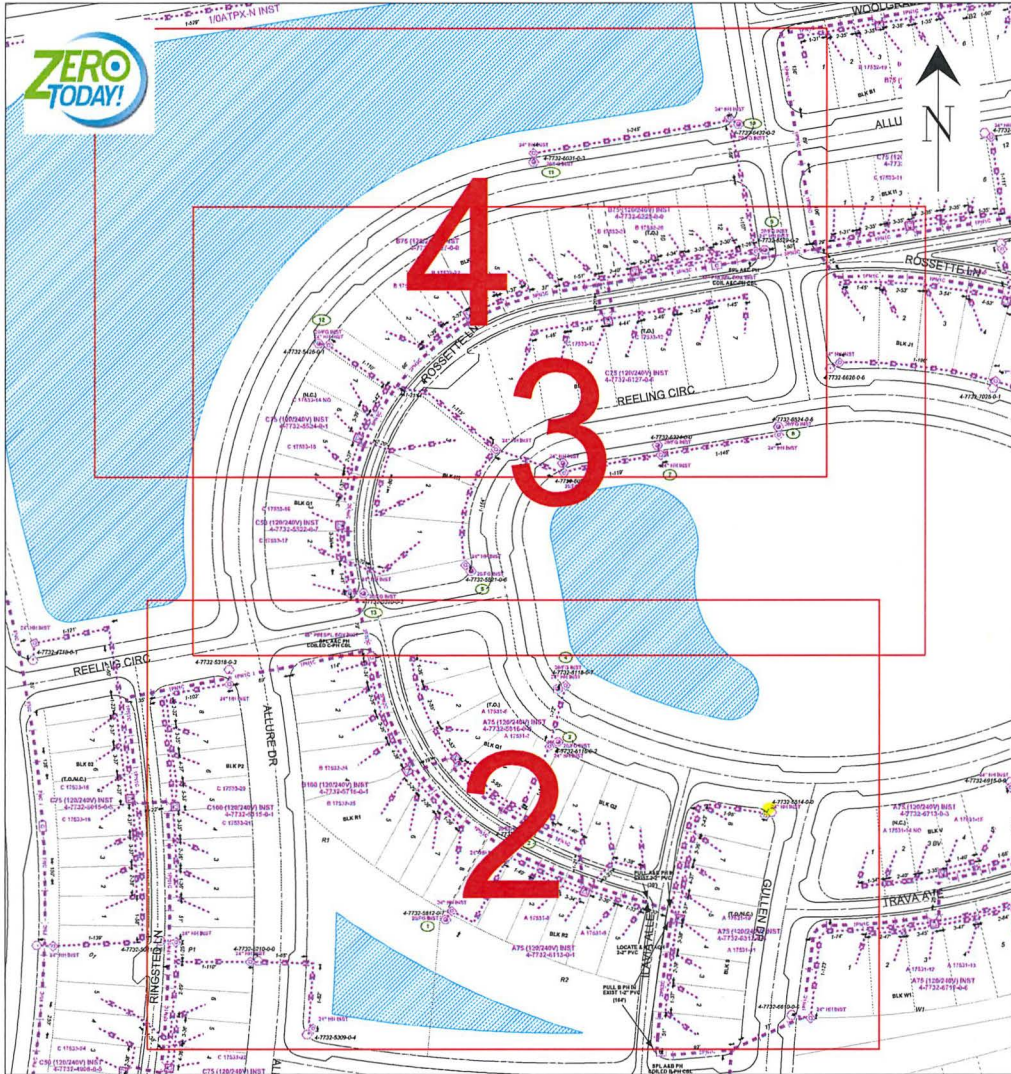
13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



GENERAL NOTES
 - NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
 - PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
 - SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

CAUTION
 - THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
 - ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

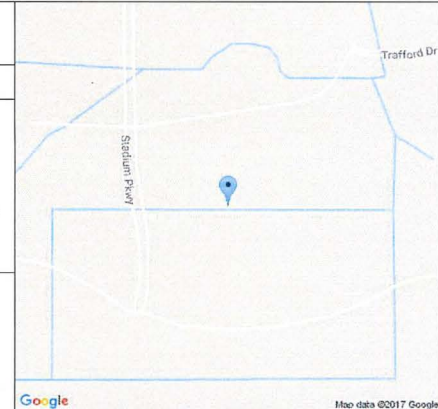
**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE**

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act
 If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.



**PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES**

Construction Notes:

REQUIRED DRAWINGS:
 WR_7818119_18x24 UG

CABLE:
 -STREET LIGHT IS #6 DPX HM-HD IN 1-2" PVC WITH 24" MIN COVER
 -ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
 -(XXX') DENOTES CABLE PULL DISTANCE
 -UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
STREET LIGHTS:
 -STREET LIGHTS ARE 39W 3000K LED TRADITIONAL AMERICAN REVOLUTION ON 20 FT STD FIBERGLASS POLES - FPL OWNED AND MAINTAINED

LARGEST A/C TONS:
 HOME SQ. FT.



Job Owner:	Kirkland Thames	M/A: BV	Township: 26 Range: 36 Section 16
Designer:	09/14/2017	REELING PARK PH-5 SL	
Date:	Original Size: 18 x 24	LAKE ANDREW & ADDISON DR, MELBOURNE, 32940	Dwg No. 7818119_18x24 UG.xml
0'	98'	197'	Map: C00742
			WR: 7818119

Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMD? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>
REC'D WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANS. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	

Size: 18 x 24
 PRINTED BY: jtd@fpl.com
 PLOT DATE/TIME: 09/14/2017 11:51:43

4		
3		
2		
1	09/08/2017	INSTALL 13-39W 3000K LED TRADITIONAL AMERICAN REVOLUTION STREET LIGHTS ON 20 FT STD FIBERGLASS POLES
IPC	DATE	REVISION

**VIERA
STEWARDSHIP DISTRICT**

13DV

Pole Description	# Installed	# Removed
20' Black Fiberglass Pole	22	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$204.94 These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

Customer (Print or type name of Organization)

By: TJ Pokrywa 3/6/23
Signature (Authorized Representative)

Todd J. Pokrywa
(Print or type name)

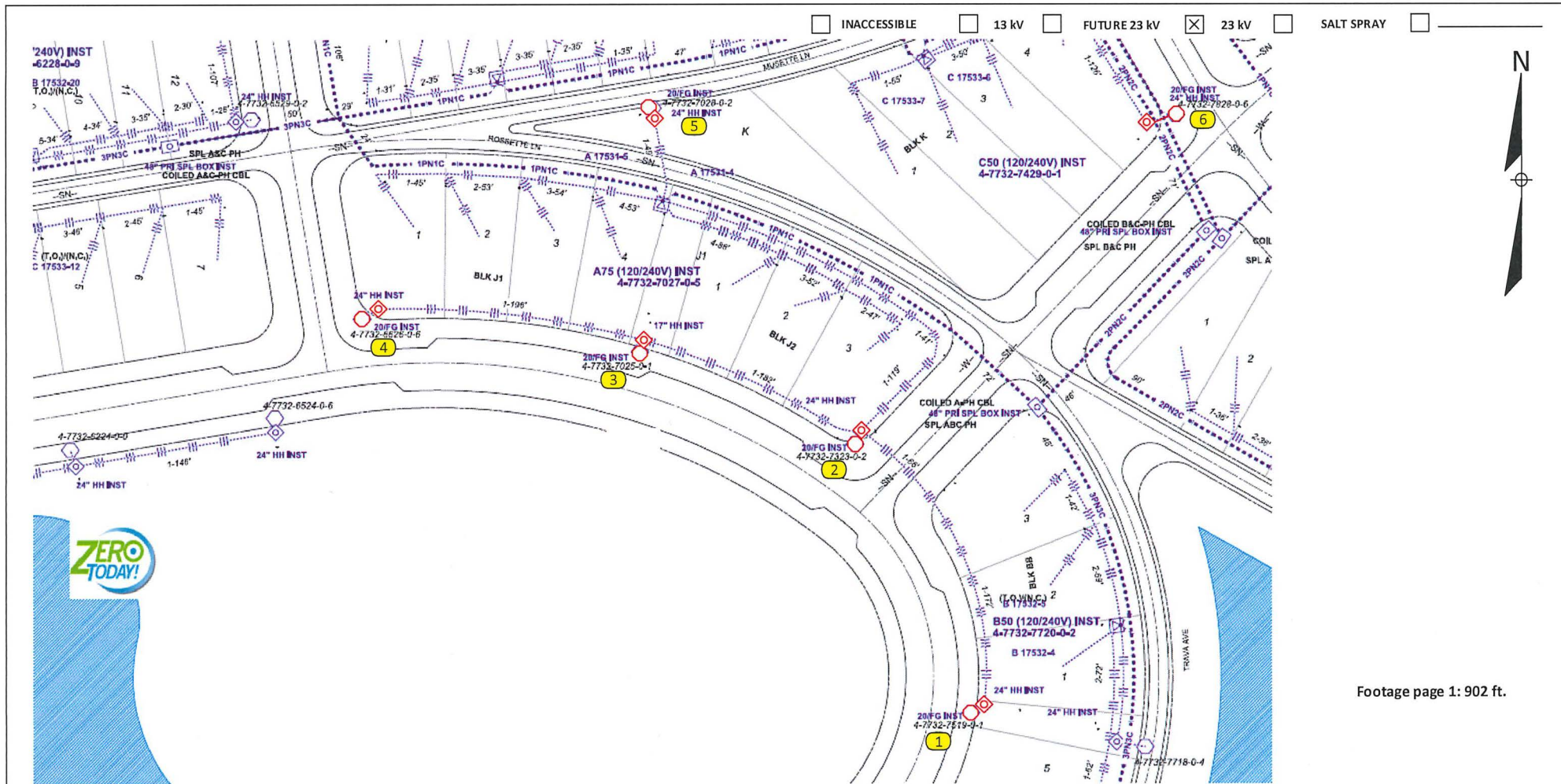
Title: President

FLORIDA POWER & LIGHT COMPANY

By: [Signature]
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative



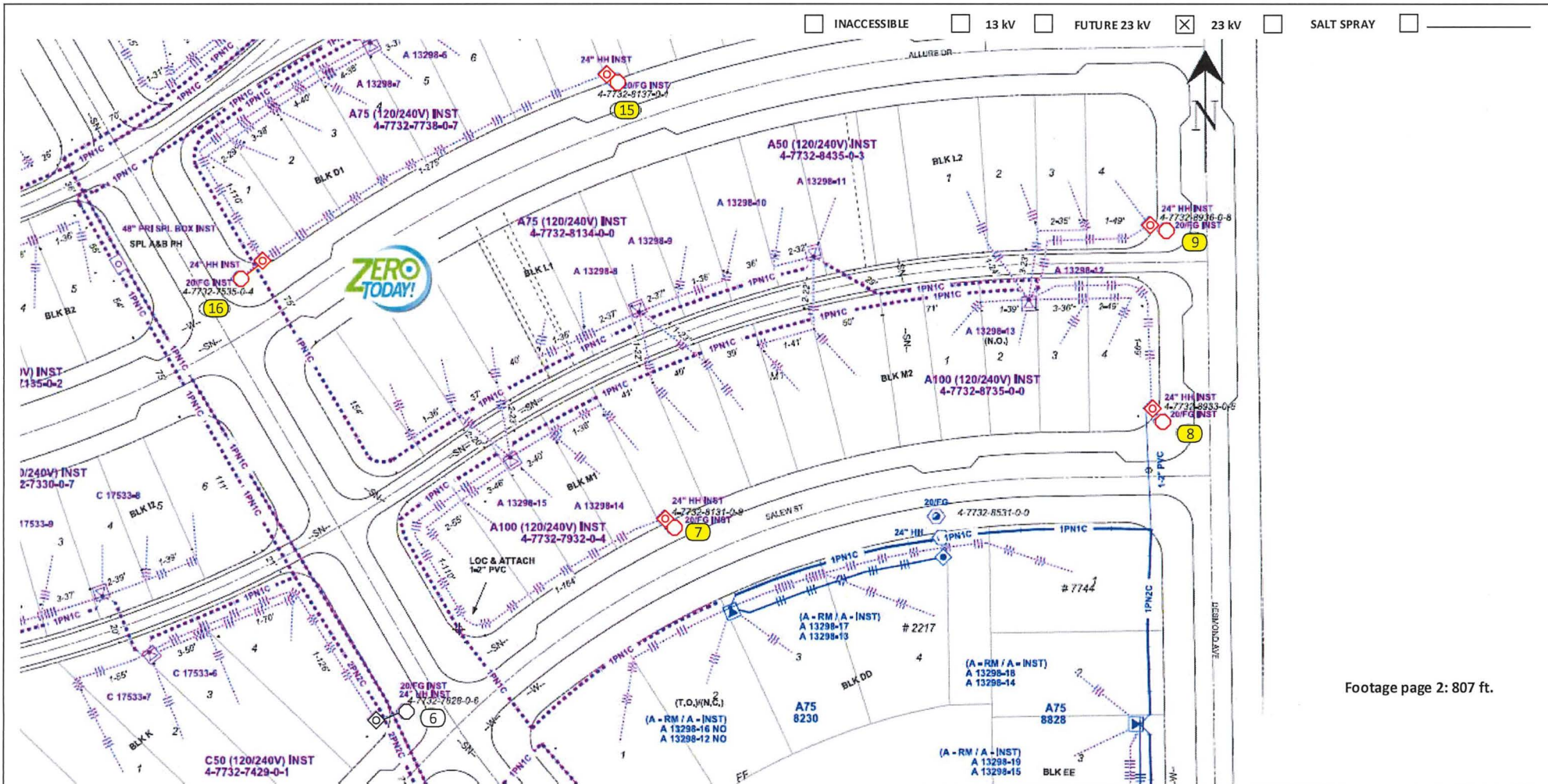
Footage page 1: 902 ft.

Construction Notes: (Customer installing conduit and hand-holes based on backbone)

Loc. 1-6: Install 1 GE LED 39W 3K PTT with side panels on NEW 20' standard fiberglass pole.
 *All lights are being fed underground. Customer installed conduit and hand-holes using backbone provided by service center.

FPL contractor installing poles, pulling #6 DPX G cable and doing terminations. Poles in this page to be installed within utility easements and around 3'-5' from EOP.
 - Customer responsible for any restoration required. All hand-holes to be 17" unless specified.
 FPL LED Rep: Jarrett Daniels

AS-BUILT CREW PRINT		ALL REQUIRED ROADWORK MUST BE DONE & VERIFIED TO BE WITHIN PLS DANGER, VALED ARE SHOWN AT ALL LOCATIONS.		JOB CENTER COMPLETE AS SHOWN ON THIS SHEET FIRST MATERIAL QUANTITIES SHOWN IN DIBBS		AS-BUILT COPY		
FORMAN'S SIGNATURE	DATE	FORMAN'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE	REVISIONS	DATE	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL					REILING PARK PH 6
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						22 new lights
FROM City X	County Rd.	County Air	State Road	FAA	Lake Andrew & Addison Dr. Melbourne, FL 32940			
REQ'D WMD	RR Xing	DR. Dist.	Transm.	Designed by: Thais Garcia				Date: 04/13/21
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Pwr		Drawn by: TG	Check by:	Dwg No. 1 OF 6	
POLE LINE FEET 0'	DUCT BANK FT. 0'	TRENCH FT. 0'	Rural Location Sec. 16 TWP. 26 S. RGE. 36 E.					
POLE LINE FT. ON TRANSM. POLES 0'	SCALE: N.T.S.		St. Lt MAP No. MAP#	Pri Map No. CO-0742				
TIM/LDS MODEL No. -	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:	WR XXXXXXXX	M/A BV				



Footage page 2: 807 ft.

Construction Notes: (Customer installing conduit and hand-holes based on backbone)

Loc. 7-9 & 15-16: Install 1 GE LED 39W 3K PTT with side panels on NEW 20' standard fiberglass pole.
 *All lights are being fed underground. Customer installed conduit and hand-holes using backbone provided by service center.

FPL contractor installing poles, pulling #6 DPX G cable and doing terminations. Poles in this page to be installed within utility easements and around 3'-5' from EOP.

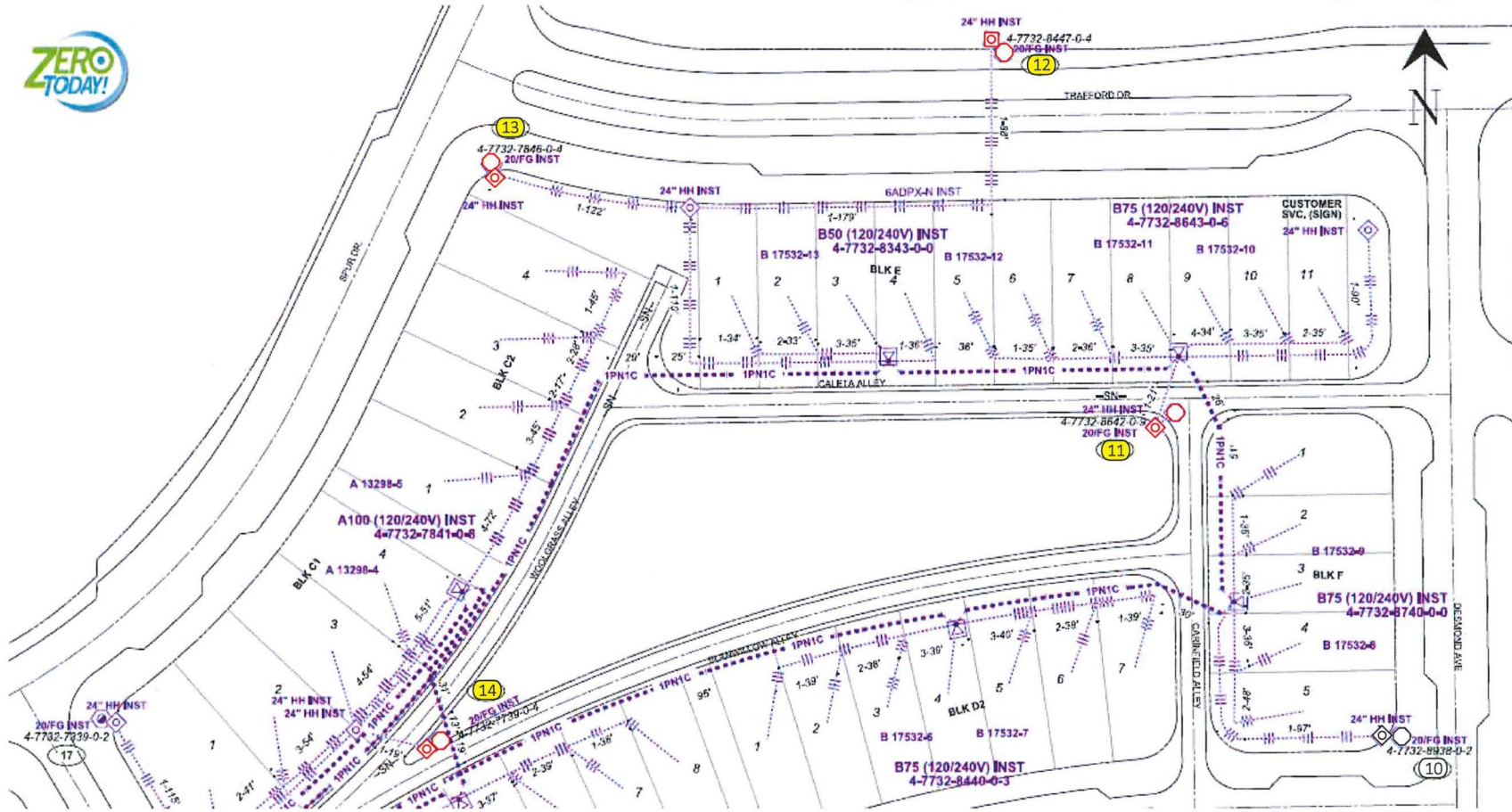
- Customer responsible for any restoration required. All hand-holes to be 17" unless specified.

FPL LED Rep: Jarrett Daniels

AS-BUILT CREW PRINT		ALL REQUIRED CROWD WORK MUST BE DONE AND VERIFIED TO BE WITHIN FPL'S STANDARDS, VULNERABLE AREAS SHOWN AT ALL LOCATIONS.		JOB CENTERED COMPLETE THIS SECTION WITHIN TOTAL AS-BUILT PRINT MATERIAL QUANTITIES SHOWN ON THIS		AS-BUILT COPY			
FORMER'S SIGNATURE	DATE	FORMER'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE	REVISIONS	CRIT. DATE		
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL					REELING PARK PH 6 22 new lights Lake Andrew & Addison Dr. Melbourne, FL 32940	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
City <input checked="" type="checkbox"/> County Rd. <input type="checkbox"/> County Air <input type="checkbox"/> State Road <input type="checkbox"/> FAA <input type="checkbox"/>	RR Xing <input type="checkbox"/> DR. Dist. <input type="checkbox"/> Transm. <input type="checkbox"/>	Tel. Attachment Per		Designed by: Thais Garcia	Date: 04/13/21				
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Initials		Drawn by: TG	Check by:	Dwg No. 2 OF 6		
POLE LINE FEET 0'	DUCT BANK FT. 0'	Rural Location Sec. 16 TWP. 26 S. RGE. 36 E.		SCALE: N.T.S. St. Lt. MAP No. MAP# Pri Map No. CO-0742					
POLE LINE FEET ON TRANSM. POLES 0'	TRENCH FT. 0'	SCALE: N.T.S. St. Lt. MAP No. MAP# Pri Map No. CO-0742		M/A BV					
TIM/LDS MODEL No. -	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by: WR xxxxxxxx							



INACCESSIBLE
 13 KV
 FUTURE 23 KV
 23 KV
 SALT SPRAY



Footage page 3: 509 ft.

Construction Notes: (Customer installing conduit and hand-holes based on backbone)

Loc. 11-14: Install 1 GE LED 39W 3K PTT with side panels on NEW 20' standard fiberglass pole.
 *All lights are being fed underground. Customer installed conduit and hand-holes using backbone provided by service center.

FPL contractor installing poles, pulling #6 DPX G cable and doing terminations. Poles in this page to be installed within utility easements and around 3'-5' from EOP.

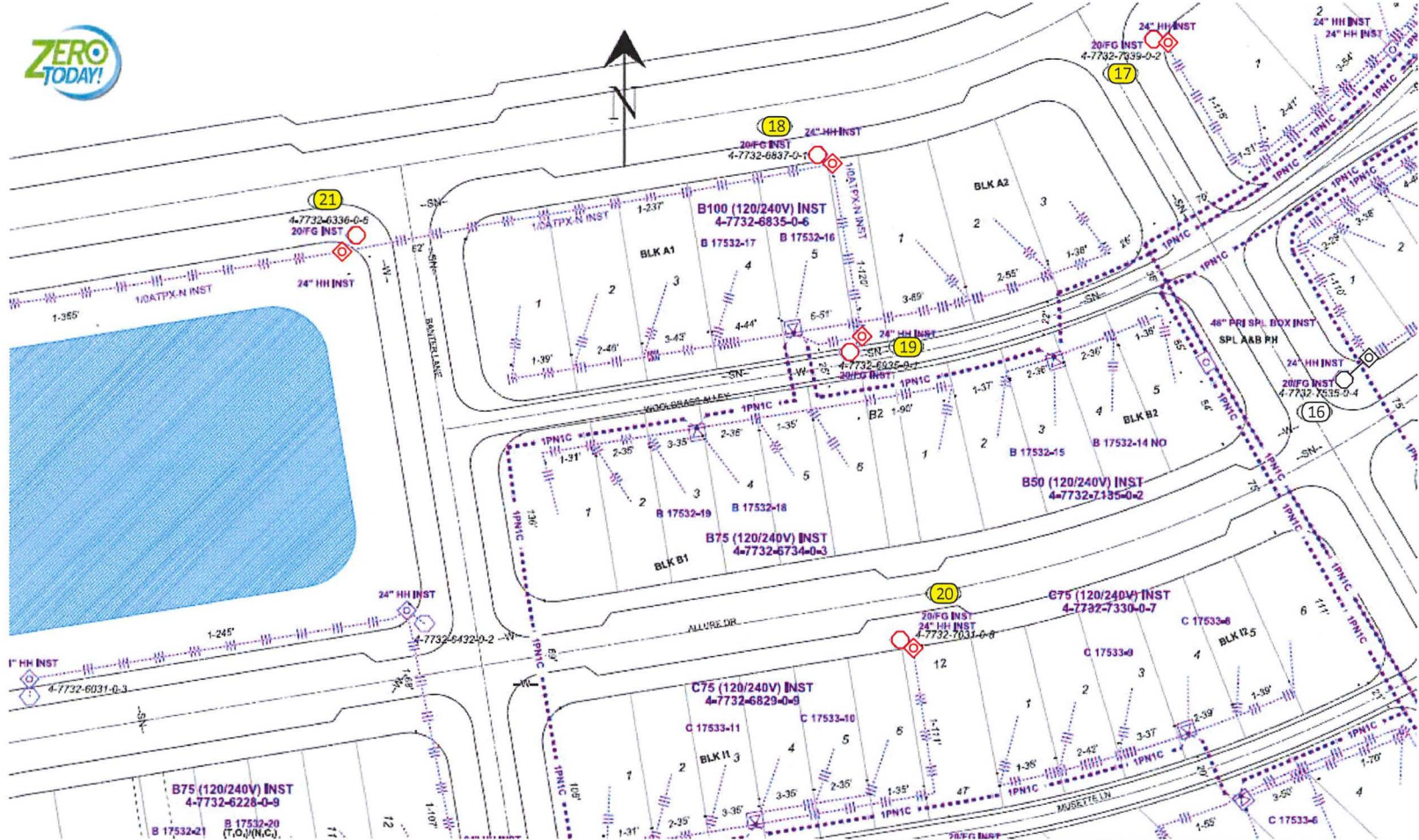
- Customer responsible for any restoration required. All hand-holes to be 17" unless specified.

FPL LED Rep: Jarrett Daniels

AS-BUILT CREW PRINT		ALL REQUIRED SIGNATURES MUST BE OBTAINED AND VERIFIED TO BE WITHIN 15 DAYS, VALED ARE SIGNATURES AT ALL TIMES.		JOB CENTERED COMPLETE TO AS BUILT WITHIN 90 DAYS PRINT MATERIAL QUALITY SHOWN ON THIS		AS-BUILT COPY	
FORMAN'S SIGNATURE _____ DATE _____		FORMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		REVIEWS _____ DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL REILING PARK PH 6 22 new lights Lake Andrew & Addison Dr. Melbourne, FL 32940	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
FORMER CITY X County Rd. County Air State Road FAA		RR Xing DR. Dist. Transm.		Telephone Co. Juris.		Designed by: Thais Garcia Date: 04/13/21	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Drawn by: TG Check by: _____ Dwg No. 3 OF 6	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. 16 TWP. 26 S. RGE. 36 E.		SCALE: N.T.S. St. Lt. MAP No. MAP# Pri Map No. CO-0742	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		TIM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: WR XXXXXXXX M/A BV	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY



Footage page 4: 700 ft.

Construction Notes: (Customer installing conduit and hand-holes based on backbone)

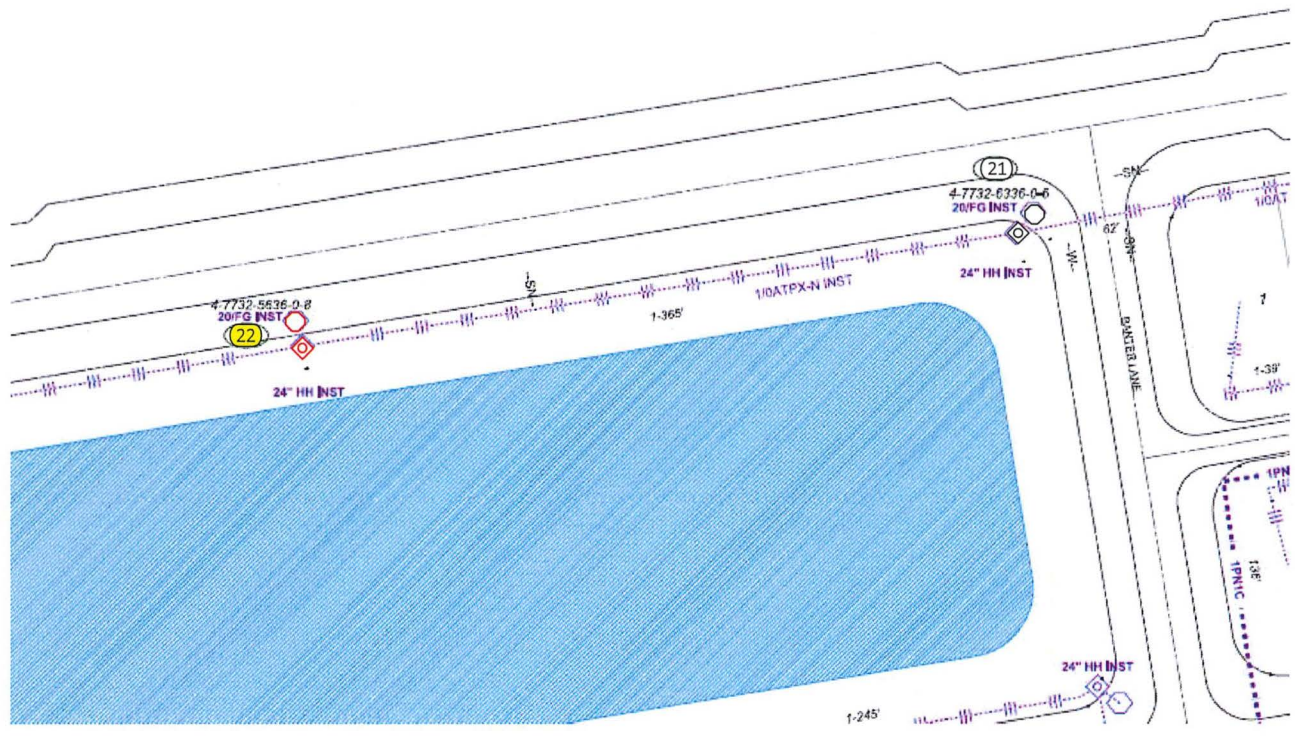
Loc. 16-21: Install 1 GE LED 39W 3K PTT with side panels on NEW 20' standard fiberglass pole.
 *All lights are being fed underground. Customer installed conduit and hand-holes using backbone provided by service center.

FPL contractor installing poles, pulling #6 DPX G cable and doing terminations. Poles in this page to be installed within utility easements and around 3'-1" from EOP.
 - Customer responsible for any restoration required. All hand-holes to be 17" unless specified.

FPL LED Rep: Jarrett Daniels

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & TESTED TO BE WITHIN FPL STANDARDS, VALID AS SHOWN AT ALL LOCATIONS.		JOB CENTERED COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL QUANTITIES SHOWN ON THIS.		AS-BUILT COPY	
FORWARDER'S SIGNATURE _____ DATE _____		FORWARDER'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CREW DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL REILING PARK PH 6 22 new lights Lake Andrew & Addison Dr. Melbourne, FL 32940	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
P Pole # City X County Rd. County Air State Road FAA WMD WMD RR Xing DR, Dist. Transm.		Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telco Attachment Per _____ Telephone Co. Initials _____		Designed by: Thais Garcia Date: 04/13/21 Drawn by: TG Check by: _____ Dwg No. 4 OF 6	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. 16 TWP. 26 S. RGE. 36 E.		SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. CO-0742	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		TIM/LDS MODEL No. - Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: WR XXXXXXXX		M/A BV	

INACCESSIBLE
 13 KV
 FUTURE 23 KV
 23 KV
 SALT SPRAY



Footage page 5: 365 ft.

Construction Notes: (Customer installing conduit and hand-holes based on backbone)

Loc. 22: Install 1 GE LED 39W 3K PTT with side panels on NEW 20' standard fiberglass pole.
 *All lights are being fed underground. Customer installed conduit and hand-holes using backbone provided by service center.

FPL contractor installing poles, pulling #6 DPX G cable and doing terminations. Poles in this page to be installed within utility easements and around 3'-5' from EOP.
 - Customer responsible for any restoration required. All hand-holes to be 17" unless specified.

FPL LED Rep: Jarrett Daniels

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN INSTALLED & VERIFIED TO BE WITHIN 10' OF THE GROUND, VISIBLE ARE SHOWN AT ALL LOCATIONS.		JOB CENTERED COMPLETE TO AS SHOWN ON THIS SHEET. PRINT MATERIAL QUANTITIES SHOWN ON THIS SHEET.		AS-BUILT COPY	
FORWARDER'S SIGNATURE _____ DATE _____		FORWARDER'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		REVISED _____ CMT. DATE _____	
Estimate?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stake?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL REELING PARK PH 6 22 new lights Lake Andrew & Addison Dr. Melbourne, FL 32940	
Tree Work?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
PRM#	City <input checked="" type="checkbox"/> County Rd.	County Air	State Road	FAA			
REQ#	RR Xing	DR, Dist.	Transm.				
Requested Tel. Co. Set Poles?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tel. Attachment Per _____		Designed by:	Thais Garcia	Date:	04/13/21
Requested Tel. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Info. _____		Drawn by:	TG	Check by:	Dwg No. 5 OF 6
Request CAVT Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			Rural Location Sec.	16	TWP.	26 S, RGE. 36 E.
POLE LINE FEET	0'	DUCT BANK FT.	0'	SCALE:	N.T.S	St. Lt MAP No.	MAP# _____ Pri Map No. CO-0742
POLE LINE FEET ON TRANSM. POLES	0'	TRENCH FT.	0'				
TIM/LDS MODEL No.	-	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:	WR XXXXXXXX	M/A	BV

**VIERA
STEWARDSHIP DISTRICT**

13DVI

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ _____. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

Customer (Print or type name of Organization)

By: 
Signature (Authorized Representative)

Todd J. Pokrywa
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative



Streetlight- Summary Component Detail Report

Source : Data Warehouse Report Contains Data Processed on: 2/7/2023
Bill Account Number:9580741024 BA Status : Active
Premise Number: 59108926 Name: VIERA STEWARDSHIP DISTRICT
Address: 8691 STROM PARK DR # PTT SL City: MELBOURNE
State: FL Zip: 32940

Table with columns: Key Facility Number, Status, AMS Component Number, Component Status, Grid Number, GPS X Position, GPS Y Position, Orientation, Light Address, Component Type, Replace with, Fixture Type/Pole Height, Brkt Length/Pole Class, Owned By Code, Map Num, Installed Date, Facility Status, Facility Removed Date, TX TLN ID. Contains 100 rows of streetlight data.



Streetlight- Summary Component D

Source : Data Warehouse	Report Contains Data Processed on: 2/7/2023
Bill Account Number: 9580741024	BA Status : Active
Premise Number: 59108926	Name: VIERA STEWARDSHIP DISTRICT
Address: 8691 STROM PARK DR # PTT SL	City: MELBOURNE
State: FL	Zip: 32940

Key Facility Number	Status	AMS Component Num	Component Status	Grid Number	GPS X Position	GPS Y Position	Orientation
990297915-HPS0070001	Active	519642312	2	47831037404	745743	1410263	PT
984454943-HPS0070001	Active	11227012	2	47831067907	0	0	NA
617910915-HPS0070001	Active	442831312	2	47831077619	745745	1410410	PT
013016815-HPS0070001	Active	435249212	2	47831098209	745838	1410564	PT
426005815-HPS0070001	Active	648080312	2	47831098802	745891	1410797	PT
236264715-HPS0070001	Active	61440312	2	47831139011	746040	1410909	PT
657188013-HPS0070001	Active	318047702	2	47831139606	746070	1411251	PT
228896902-HPS0070001	Active	615273702	2	47831278304	746186	1410093	PT
258352012-HPS0070001	Active	798673702	2	47831278711	746179	1410297	PT
441107802-HPS0070001	Active	626183702	2	47831299808	746304	1410865	PT
031146902-HPS0070001	Active	900933702	2	47831309102	746323	1410485	PT
253805115-HPS0070001	Active	909083702	2	47831359908	746604	1410982	PT
616258905-HPS0070001	Active	206976702	2	47831398202	746772	1410028	PT
631254805-HPS0070001	Active	116696702	2	47831399519	746814	1410688	PT
124223215-HPS0070001	Active	354562702	2	47831408500	746862	1410205	PT
231486222-HPS0070001	Active	786264622	2	47831409620	747532	1410767	PT
910820905-HPS0070001	Active	650659702	2	47831418904	746889	1410404	PT
342839322-HPS0070001	Active	826974622	2	47831459422	747800	1410613	PT
627854122-HPS0070001	Active	180345622	2	47831460501	747146	1406196	PT
145302122-HPS0070001	Active	789834622	2	47831509802	747721	1411007	PT
426319313-HPS0070001	Active	619005702	2	47832130700	745969	1411712	PT
577027234-HPS0070001	Active	703264502	2	47832173701	746152	1413027	NA
650935234-HPS0070001	Active	675974502	2	47832193205	746247	1412725	NA



Streetlight- Summary Component D

598236234-HPS0070001	Active	537864502		2	47832202603	746308	1412407	NA
088876234-HPS0070001	Active	706903502		2	47832222108	747460	1412030	NA
838890334-HPS0070001	Active	695815502		2	47832254107	746546	1413152	NA
554431334-HPS0070001	Active	922754502		2	47832261804	746570	1411987	NA
355317015-HPS0070001	Active	798444702		2	47832280108	746253	1411088	PT
216268234-HPS0070001	Active	605943502		2	47832281708	746712	1411993	NA
205559234-HPS0070001	Active	449443502		2	47832292416	746768	1412330	NA
038100334-HPS0070001	Active	281882502		2	47832302705	746829	1412513	NA
136630334-HPS0070001	Active	645133502		2	47832313014	746853	1412639	NA
624843622-HPS0070001	Active	633235622		2	47832320401	746830	1411230	PT
368918234-HPS0070001	Active	596393502		2	47832321505	746871	1411919	NA
884610234-HPS0070001	Active	849625502		2	47832324318	746909	1413244	NA
329967234-HPS0070001	Active	549873502		2	47832331314	746943	1411689	NA
766614317-HPS0070001	Active	743097402		2	47832340909	746931	1411486	NA
532608117-HPS0070001	Active	99087402		2	47832361906	747082	1412032	NA
507056134-HPS0070001	Active	241444502		2	47832374307	747129	1413265	NA
256191722-HPS0070001	Active	201274622		2	47832380021	747324	1410862	PT
727271522-HPS0070001	Active	40255622		2	47832380030	747125	1411046	S
159014907-HPS0070001	Active	692317402		2	47832380706	747197	1411432	NA
320771334-HPS0070001	Active	808473502		2	47832383004	747185	1412635	NA
668922334-HPS0070001	Active	814484502		2	47832383705	747175	1413006	NA
208656217-HPS0070001	Active	92327402		2	47832402408	747204	1412302	NA
389552417-HPS0070001	Active	186737402		2	47832430606	747442	1411446	NA
962199017-HPS0070001	Active	124128402		2	47832451905	747490	1411986	NA
787031017-HPS0070001	Active	473108402		2	47832461307	747582	1411654	NA

Detail Report

Light Address	Component Type	Replace with	Fixture Type/Pole Height	Brkt Length/Pole Class	Owned By Code
7941 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8002 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7981 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8041 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8092 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8132 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8200 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7940 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7980 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8079 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8019 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8118 QUIMBY CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7917 QUIMBY CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8057 QUIMBY CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7957 QUIMBY CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7964 CRESHIRE CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8007 QUIMBY CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
7914 CRESHIRE CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1321 LEMUR LN	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1371 LEMUR LN	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8100 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8661 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8601 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F

Detail Report

8541 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8472 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
945 SHILOH DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8432 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8300 MARQUETTE DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
907 BUCKTHORN TRL ON CORNER XFRM	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
967 BUCKTHORN TRL	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8503 DRAYTON CIR IN MEDIAN	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8543 DRAYTON CIR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8093 CRESHIRE CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8392 STROM PARK DR XFRM LIFT ST	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1005 SHILOH DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8352 STROM PARK DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8626 STALWART CIR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1235 SHILOH DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1045 SHILOH DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8003 CRESHIRE CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8043 CRESHIRE CT	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8596 STALWART CIR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1146 SHILOH DR AT CORNER	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1086 SHILOH DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
1205 SHILOH DR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8556 STALWART CIR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8446 STALWART CIR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F
8516 STALWART CIR	HPS0070	GE PTT 39W 3000K 3500L	PTT		F

User: FPLNT\CXV0JCG

Report: Lighting - Summary Component Detail

Folder: /Power Delivery Distribution/Streetlights/CIS

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Run date:

Run time:

Company Confidential-For Internal FPL Use

Map Num	Installed Date	Facility Status	Facility Removed Date	TX TLN ID
CO0742	12/17/2015	2		47831037501
CO0742	1/25/2016	2		47831088009
CO0742	12/17/2015	2		47831077601
CO0742	12/17/2015	2		47831108701
CO0742	12/17/2015	2		47831139002
CO0742	12/17/2015	2		47831139002
CO0742	9/28/2015	2		47831149504
CO0742	12/16/2015	2		47831268104
CO0742	12/16/2015	2		47831278703
CO0742	12/16/2015	2		47831309609
CO0742	12/16/2015	2		47831309200
CO0742	9/28/2015	2		47832330008
CO0742	9/28/2015	2		47831408305
CO0742	9/28/2015	2		47831399501
CO0742	9/28/2015	2		47831418700
CL0742	1/25/2016	2		47831459406
CO0742	9/28/2015	2		47831418700
CL0742	1/25/2016	2		47831499106
CL0742	1/25/2016	2		47832460301
CL0742	1/25/2016	2		47831509705
CO0742	9/28/2015	2		47832110903
CO0742	3/7/2014	2		47832153904
CO0742	3/7/2014	2		47832193400

User: FPLNT\CXV0JCG

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Company Confidential-For Internal FPL Use

CO0742	3/7/2014		2	47832192608
CO0742	3/7/2014		2	47832231905
CO0742	3/7/2014		2	47832233908
CO0742	3/7/2014		2	47832231905
CO0742	9/28/2015		2	47831149504
CO0742	3/7/2014		2	47832282003
CO0742	3/7/2014		2	47832292408
CO0742	3/7/2014		2	47832292408
CO0742	3/7/2014		2	47832313006
CO0742	1/25/2016		2	47832340305
CO0742	3/7/2014		2	47832282003
CO0742	3/7/2014		2	47832324300
CO0742	3/7/2014		2	47832331306
CO0742	2/2/2015		2	47832360802
CO0742	2/2/2015		2	47832351803
CO0742	3/7/2014		2	47832384108
CO0742	1/25/2016		2	47831409603
CO0742	1/25/2016		2	47832380005
CO0742	2/2/2015		2	47832360802
CO0742	3/7/2014		2	47832393107
CO0742	3/7/2014		2	47832393603
CO0742	2/2/2015		2	47832382407
CO0742	2/2/2015		2	47832420601
CO0742	2/2/2015		2	47832442108
CL0742	2/2/2015		2	47832461200

**VIERA
STEWARDSHIP DISTRICT**

13EI

PREPARED BY AND RETURN TO:
Jennifer Kilinski, Esquire
Kilinski / Van Wyk
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 13th day of February 2023 by **THE VIERA COMPANY**, a Florida corporation (“Grantor”), whose address is 7380 Murrell Road, Suite 201, Viera, FL 32940, to **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 (“Grantee”), whose address is c/o Wrathell, Hunt & 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 heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee's successors and assigns, forever, the land lying and being in the County of Brevard, State of Florida, as more particularly described as follows (the “Property”):

Tract A of ADDISON CENTER AT VIERA, according to the plat thereof as recorded in Plat Book 72, Page 56, of the Public Records of Brevard County, Florida (said plat being hereinafter called the “Plat”).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, if any.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others. This conveyance is made subject to the Plat and all other matters of record. This reference to such matters shall not operate to re-impose same, except for the Plat.

RESTRICTIVE COVENANT

By acceptance of this conveyance, Grantee, for Grantee and Grantee's successors and assigns in interest and/or title, agrees that Grantee and Grantee's successors and assigns shall not use or occupy the Property or any portion thereof for any use other than that which is consistent with the uses expressly permitted under the Plat described above. The foregoing restrictive covenant constitutes a covenant running with the land and shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, which restrictive covenant shall inure to the benefit of, and be enforceable by, Grantor and its successors and assigns. In connection with any action or proceeding brought by Grantor to enforce the above-mentioned restrictive covenant, Grantor shall be entitled to recover, from the party violating or attempting to violate such restrictive covenant, all costs incurred in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

GRANTOR:

THE VIERA COMPANY,
a Florida corporation

Charlene R. Spangler
Printed Name: Charlene R. Spangler
Cheryl W. Dixon
Printed Name: Cheryl W. Dixon

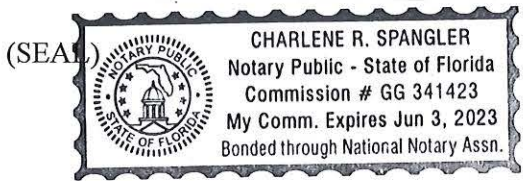
By: [Signature]
Printed Name: Todd J. Pokrywa
Title: President



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of February 2023 by Todd J. Pokrywa, as President of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:

Charlene R. Spangler
Signature of Notary Public
Charlene R. Spangler
Name of Notary Public
(Typed, Printed or Stamped)



(SIGNATURE OF GRANTEE IS ON THE FOLLOWING PAGE.)

Signed, sealed and delivered
in the presence of:

Mollie M. Garrett
Print Name: Mollie M. Garrett

Cynthia A. McAllister
Print Name: Cynthia A. McAllister

ACCEPTED BY GRANTEE:

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

By: [Signature]
Name: Amy C. Mitchell
Title: Vice Chair

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 21st day of February 2023 by Amy C. Mitchell
as Vice Chair of VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government
established under Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes, on behalf
of said entity. Said person (check one) is personally known to me, produced a driver's license
(issued by a state of the United States within the last five (5) years) as identification, or produced
other identification, to wit: _____.



Cynthia A. McAllister
Print Name: Cynthia A. McAllister
Notary Public FLORIDA
Commission No.: H 4084172
My Commission Expires: 5/20/25

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**VIERA
STEWARDSHIP DISTRICT**

13E11

BILL OF SALE
(Tract A – Addison Center at Viera)

THIS BILL OF SALE is made this 13th day of February 2023 by THE VIERA COMPANY, a Florida corporation (“**Grantor**”) to VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established under Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes (“**Grantee**”).

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

BACKGROUND STATEMENT

This instrument is intended to convey certain of Grantor’s tangible personal property and intangible personal property rights related to the real property identified in **EXHIBIT A** attached and incorporated into this Bill of Sale by this reference (the “**Property**”), and which tangible personal property and intangible personal property rights are described in subparagraph 2 below (the “**Personal Property**”).

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the transfer and conveyance of the Personal Property, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Bill of Sale by this reference.
2. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following to have and to hold for Grantee’s own use and benefit forever, as the Personal Property:
 - a. Any and all stormwater management systems, including but not limited to ponds, water control structures, pipes, gutters, drains, and other water conveyance structures, as well as all catch-basins and related system components, now a part of the Property;
 - b. Any and all concrete structures, sidewalks, paths, trails, fences, signage and related improvements now a part of the Property;
 - c. Any and all plants, shrubbery, and other landscaping now a part of the Property;
 - d. Any and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, electrical meters and related system components, now a part of the Property;
 - e. All of the right, title, interest, and benefit of Grantor, if any, in and to any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in subparagraphs a. through d. above (the “**Improvements**”), and all right, title,

and interest of Grantor in and to all fees and deposits heretofore paid by Grantor with respect thereto;

- f. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given up until the date of this document and with respect to the construction or composition of the Improvements (the "**Construction Warranties and Lien Waivers**"); and
- g. All of Grantor's right, title and interest in and to all of any fixtures, materials, and other items of personal property, general chattels and assets owned by Grantor and located in or on the Property and relating to the Improvements.

To have and to hold the same Personal Property unto the Grantee forever.

3. Grantor hereby covenants with Grantee that (a) Grantor is the lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances that are liens, (c) Grantor has good right to sell the Personal Property, (d) all of the Improvements were constructed in accordance with applicable permits and local and state laws and regulations, and have received any necessary governmental approvals and signoffs, and (e) the Grantor will warrant and defend the sale of the Personal Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against no others.

4. The Grantor represents to the Grantee that the Grantor has no knowledge of any latent or patent defects in the Personal Property and improvements. The Grantor hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification. 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. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, Florida Statutes, or other statutes and law.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

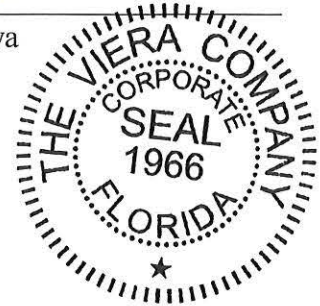
Signed, sealed and delivered
in the presence of:

THE VIERA COMPANY,
a Florida corporation

Charlene R. Spangler
Print Name: Charlene R. Spangler

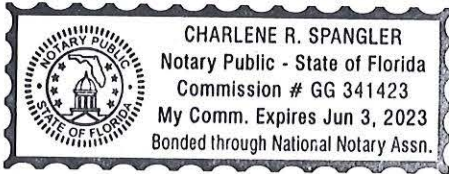
By: [Signature]
Name: Todd J. Pokrywa
Title: President

Cheryl W. Dixon
Print Name: Cheryl W. Dixon



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of February 2023 by Todd J. Pokrywa, as President of THE VIERA COMPANY., a Florida not for profit corporation, on behalf of said corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.



Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public
Commission No.: 613/2023
My Commission Expires: GG341423

(This space intentionally left blank)

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

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

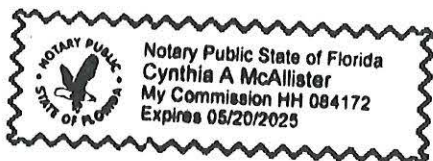
Mollie M. Garrett
Print Name: Mollie M. Garrett

By: [Signature]
Name: Amy C. Mitchell
Title: Vice Chair

Cynthia McAllister
Print Name: Cynthia McAllister

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 21st day of February 2023 by Amy C. Mitchell as Vice
Chair of VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government
established under Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes, on behalf
of said entity. Said person (check one) is personally known to me, produced a driver's license
(issued by a state of the United States within the last five (5) years) as identification, or produced
other identification, to wit: _____.



Cynthia A. McAllister
Print Name: CYNTHIA A. McAllister
Notary Public FLORIDA
Commission No.: #H084172
My Commission Expires: 5/20/25

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EXHIBIT A

Legal Description of the Property

Tract A of ADDISON CENTER AT VIERA, according to the plat thereof as recorded in Plat Book 72, Page 56, of the Public Records of Brevard County, Florida,

X:\LEGAL_VC\FORMS\Deeds\Common Area Deeds\General Community Common Areas\Addison Center at Viera (Publix at Addison Village Site)\Bill of Sale to VSD (Tract A of Addison Center at Viera).docx

**VIERA
STEWARDSHIP DISTRICT**

13EIII

BILL OF SALE
(Tract B – Addison Center at Viera – Stormwater Management Systems)

THIS BILL OF SALE is made this 13th day of February 2023 by THE VIERA COMPANY, a Florida corporation (“**Grantor**”) to VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established under Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes (“**Grantee**”).

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

BACKGROUND STATEMENT

This instrument is intended to convey certain of Grantor’s tangible personal property and intangible personal property rights related to the real property identified in **EXHIBIT A** attached and incorporated into this Bill of Sale by this reference (the “**Property**”), and which tangible personal property and intangible personal property rights are described in subparagraph 2 below (the “**Personal Property**”).

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the transfer and conveyance of the Personal Property, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Bill of Sale by this reference.
2. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following to have and to hold for Grantee’s own use and benefit forever, as the Personal Property:
 - a. Any and all stormwater management systems, including but not limited to ponds, water control structures, pipes, gutters, drains, and other water conveyance structures, as well as all catch-basins and related system components, now a part of the Property;
 - b. All of the right, title, interest, and benefit of Grantor, if any, in and to any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in subparagraph a. above (the “**Improvements**”), and all right, title, and interest of Grantor in and to all fees and deposits heretofore paid by Grantor with respect thereto; and
 - c. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given up until the date of this document and with respect to the construction or

composition of the Improvements (the
“Construction Warranties and Lien Waivers”).

To have and to hold the same Personal Property unto the Grantee forever.

3. Grantor hereby covenants with Grantee that (a) Grantor is the lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances that are liens, (c) Grantor has good right to sell the Personal Property, (d) all of the Improvements were constructed in accordance with applicable permits and local and state laws and regulations, and have received any necessary governmental approvals and signoffs, and (e) the Grantor will warrant and defend the sale of the Personal Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against no others.

4. The Grantor represents to the Grantee that the Grantor has no knowledge of any latent or patent defects in the Personal Property and improvements. The Grantor hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification. 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. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, Florida Statutes, or other statutes and law.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

THE VIERA COMPANY, a Florida corporation

Charlene R. Spangler
Print Name: Charlene R. Spangler

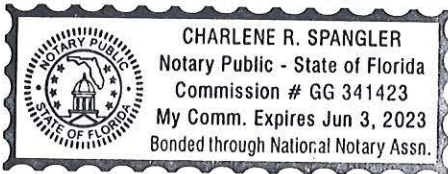
By: [Signature]
Name: Todd J. Pokrywa
Title: President

Cheryl W. Dixon
Print Name: Cheryl W. Dixon



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of February 2023 by Todd J. Pokrywa, as President of THE VIERA COMPANY., a Florida not for profit corporation, on behalf of said corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.



Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public
Commission No.: GG341423
My Commission Expires: 6/3/2023

(This space intentionally left blank)

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

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

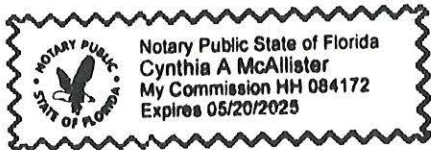
Mollie M. Garrett
Print Name: Mollie M. Garrett

By: [Signature]
Name: Amy C. Mitchell
Title: Vice Chair

Cynthia A. McAllister
Print Name: Cynthia A. McAllister

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 21st day of February 2023 by Amy C. Mitchell
as Vice Chair of VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government
established under Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes, on behalf
of said entity. Said person (check one) is personally known to me, produced a driver's license
(issued by a state of the United States within the last five (5) years) as identification, or produced
other identification, to wit: _____.



Cynthia A. McAllister
Print Name: Cynthia A. McAllister
Notary Public FLORIDA
Commission No.: HH084172
My Commission Expires: 5/20/25

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EXHIBIT A

Legal Description of the Property

Tract B of ADDISON CENTER AT VIERA, according to the plat thereof as recorded in Plat Book 72, Page 56, of the Public Records of Brevard County, Florida,

X:\LEGAL_VC\FORMS\Deeds\Common Area Deeds\General Community Common Areas\Addison Center at Viera (Publix at Addison Village Site)\Bill of Sale to VSD (Tract B of Addison Center at Viera Stormwater Components).docx

**VIERA
STEWARDSHIP DISTRICT**

13EIV

**This Instrument Prepared By
And To Be Returned To:**

Benjamin E. Wilson, Esq.
The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940
(321) 242-1200

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ^{13th} day of February 2023 by THE VIERA COMPANY, a Florida corporation ("**Grantor**"), whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("**Grantee**"), whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee that certain real property situated, lying and being in Brevard County, Florida, more particularly described as follows (the "**Property**"):

Tract B of ADDISON CENTER AT VIERA, according to the plat thereof as recorded in Plat Book 72, Page 56, of the Public Records of Brevard County, Florida (said above-referenced plat being the "**Plat**").

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever for those purposes shown on the Plat; all to be maintained as "Areas of Common Responsibility," as such term is defined in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 0624, of the Public Records of Brevard County Florida, as may be amended from time to time (the "**Declaration**").

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against no others. This conveyance is subject to taxes for the year 2023 and subsequent years, the easement reservations and restrictive covenants set forth in the Plat and below in this Deed, and all other easements, restrictions, reservations, conditions, covenants, limitations and agreements of record, but this reference to such matters shall not operate to re-impose the same.

RESERVATIONS OF EASEMENTS

Grantor hereby reserves to itself, and, to any extent required, Grantee hereby gives and grants unto Grantor, non-exclusive easements for the use of the Property, or any part thereof, together with the right, but not the obligation, to maintain, repair, improve and replace any sidewalk, landscaping, irrigation, utilities, walls, and related improvements that may be located on the Property from time to time (but not stormwater components on the Property, which shall be maintained by the Viera Stewardship District as noted in the Declaration) in the event that Grantor determines, in its reasonable discretion, that Grantee has failed or neglected to maintain the any part of the Property or any and all such improvements on any part of the Property in good condition and repair, in which event any and all costs and expenses incurred by Grantor in the exercise of the rights set forth herein shall be assessed against Grantee as the sole responsibility of Grantee, and shall constitute a lien on the Property in favor of Grantor upon recording notice of the same in the Public Records of Brevard County, Florida; provided, however, that Grantor's reservation or exercise of rights hereunder shall not be deemed to impose any obligation on Grantor to maintain, repair, or replace any part of the Property or improvements located thereon. The reserved rights and obligations of "Grantor" and "Grantee" in this section shall be binding upon their respective successors and assigns in interest, and shall run with the land.

RESTRICTIVE COVENANT

By acceptance of this conveyance, Grantee agrees that Grantee shall (a) maintain the Property in accordance with the applicable standards set forth in the Declaration; and (b) not use or occupy the Property, or any part thereof, for any use other than in conjunction with the applicable uses set forth on the Plat. The foregoing restrictive covenants constitute covenants running with the land and shall be binding upon all parties having any right, title, or interest in the Property, or any part thereof, which restrictive covenants shall inure to the benefit of, and be enforceable by, Grantor and its assigns and successors-in-interest or title, and shall be binding upon Grantee and its respective successors and assigns in interest in title.

In connection with any action or proceeding brought by Grantor or its assigns and successors-in-interest or title to enforce the above-mentioned easements and/or restrictive covenants, the enforcing party shall be entitled to recover, from the party violating or attempting to violate such easements and/or restrictive covenants, all costs incurred by the enforcing party in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding.

(SIGNATURE OF GRANTOR IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE VIERA COMPANY,
a Florida corporation

Charlene R. Spangler
Print Name: Charlene R. Spangler

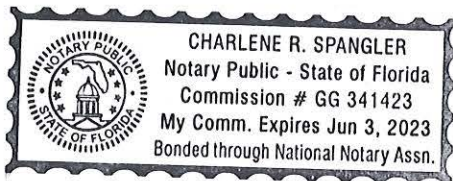
By: [Signature]
Name: Todd J. Pokrywa
Title: President

Cheryl W. Dixon
Print Name: Cheryl W. Dixon



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by physical presence or _____ online notarization this 13th day of February 2023 by TODD J. POKRYWA as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. Said person (check one) is personally known to me, produced a driver's license as identification, or produced other identification, to wit: _____.



Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public
Commission No.: GG 341423
My Commission Expires: 6/3/2023

**VIERA
STEWARDSHIP DISTRICT**

13EV

BILL OF SALE

THIS BILL OF SALE is made this 13th day of February 2023 by THE VIERA COMPANY, a Florida corporation (“Grantor”) to CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (“Grantee”).

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

BACKGROUND STATEMENT

This instrument is intended to convey Grantor’s tangible personal property and intangible personal property rights related to the real property identified in EXHIBIT A attached and incorporated into this Bill of Sale by this reference (the “Property”), and the Property has been or will be conveyed pursuant to a certain Special Warranty Deed between the Grantor and Grantee, and which tangible personal property and intangible personal property rights are described in subparagraphs 2a. through 2f. below (the “Personal Property”).

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the transfer and conveyance of the Personal Property, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Bill of Sale by this reference.
2. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following to have and to hold for Grantee’s own use and benefit forever, as the Personal Property:
 - a. Any and all sidewalks, paths, trails, park facilities, signage and related improvements, now a part of the Property;
 - b. Any and all plants, shrubbery, and other landscaping now a part of the Property;
 - c. Any and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, electrical meters, valves and related system components, now a part of the Property;
 - d. All of the right, title, interest, and benefit of Grantor, if any, in and to any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in subparagraphs a. through c. above (the “Association Improvements”), and all right, title, and interest of Grantor in and to all fees and deposits heretofore paid by Grantor with respect thereto;
 - e. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, affidavits, lien waivers, and agreements

given up until the date of this document and with respect to the construction or composition of the Association Improvements; and

- f. All of Grantor's right, title and interest in and to all of any fixtures, materials, and other items of personal property, general chattels and assets owned by Grantor and located in or on the Property or used in connection with the operation thereof.

The Personal Property expressly excludes all stormwater management systems, including, but not limited to, ponds, water control structures, pipes, and other water conveyance structures, as well as catch-basins and related system components, now a part of the Property.

To have and to hold the same Personal Property unto the Grantee forever.

3. Grantor hereby covenants with Grantee that (a) Grantor is the lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances that are liens, (c) Grantor has good right to sell the Personal Property, and (d) the Grantor will warrant and defend the sale of the Personal Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against no others.

4. The Grantor represents to the Grantee that the Grantor has no knowledge of any latent or patent defects in the Personal Property and improvements. The Grantor hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification. 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.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

THE VIERA COMPANY,
a Florida corporation

Charlene A. Spangler
Print Name: Charlene R. Spangler

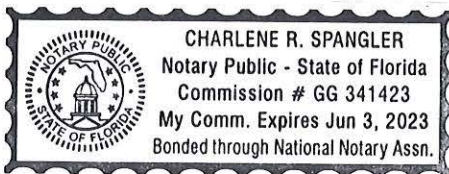
By: [Signature]
Name: Todd J. Pokrywa
Title: President

Cheryl W. Dixon
Print Name: Cheryl W. Dixon



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ✓ physical presence or _____ online notarization this 13th day of February 2023 by TODD J. POKRYWA, as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.



Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public
Commission No.: 66341423
My Commission Expires: 6/3/2023

(SIGNATURE OF GRANTEE IS ON THE FOLLOWING PAGE.)

Signed, sealed and delivered
in the presence of:

GRANTEE:

CENTRAL VIERA COMMUNITY
ASSOCIATION, INC.,
a Florida not-for-profit corporation

Charlene R. Spangler
Print Name: Charlene R. Spangler

By: Eva M. Rey
Name: Eva M. Rey
Title: President

Hunter P.
Print Name: Hunter Parviainen

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by X physical presence or
online notarization this 10 day of ~~January~~ ^{February} 2023 by EVA M. REY as PRESIDENT of
CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation,
on behalf of said corporation. Said person (check one) is personally known to me, produced
a driver's license (issued by a state of the United States within the last five (5) years) as
identification, or produced other identification, to wit: N/A.



Hunter P.
Print Name: Hunter Parviainen
Notary Public
Commission No.: HH 250749
My Commission Expires: 4/7/26

EXHIBIT A

Legal Description of the Property

Tract B of ADDISON CENTER AT VIERA, according to the plat thereof as recorded in Plat Book 72, Page 56, of the Public Records of Brevard County, Florida.

X:\LEGAL_VC\FORMS\Deeds\Common Area Deeds\General Community Common Areas\Addison Center at Viera (Publix at Addison Village Site)\Bill of Sale to CVCA of Common Area Tract B.docx

**VIERA
STEWARDSHIP DISTRICT**

13EVI

Addison Ctr at Viera(Publix II)

Tract ID	Phase	Acres	Tract Use	Date of Deed or Recording	ORB/PG	Ownership and Maintenance Entity	Bill of Sale	Lake #
A	-	3.51	PCT Area, Upland Buffer & Wetland Preserve	2/13/2023	9722/1798	The Viera Stewardship District	2/13/2023 to VSD	-
B	-	4.05	Landscape, Irrigation, Sidewalks, VSD Drainage System Facilities, Utilities and Related Improvements	2/13/2023	9717/2187	Central Viera Community Association, Inc., Excluding VSD Drainage System Facilities Which Shall BE Maintained By The Viera Stewardship District	2/13/2023 to CVCA and VSD	280 & 281

Send updates of this list to Eva, Ben, Mike, Mary Ellen, Tyler, Hassan, Alicia, and Shawn

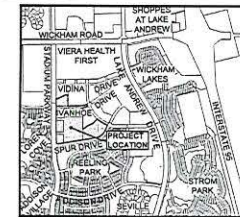
**VIERA
STEWARDSHIP DISTRICT**

13EVII

ADDISON CENTER AT VIERA

SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

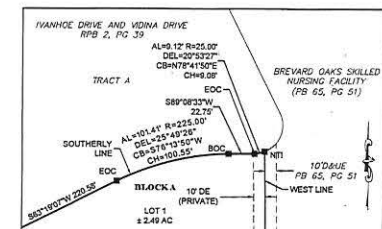
PLAT BOOK 92, PAGE 57
SHEET 2 OF 3
SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST



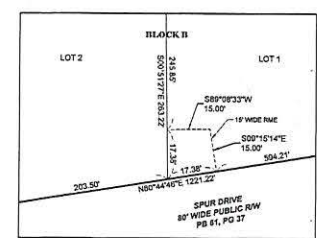
LOCATION MAP
NTS

- | | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ABBREVIATIONS | ABBREVIATIONS |
| * MINUTES/FEET | NTS NOT TO SCALE |
| * SECONDS/INCHES | NTI NON-TANGENT INTERSECTION |
| * DEGREES | NTL NON-TANGENT LINE |
| AL ARC LENGTH | ORWB OFFICIAL RECORDS BOOK |
| BOC BEGINNING OF CURVE | PB PLAT BOOK |
| CB CHORD BEARING | PCP PERMANENT CONTROL POINT |
| CH CHORD LENGTH | PTC PREFERRED CANTOPY TYPE |
| CM CONCRETE MONUMENT | POS(1) POS(2) POS(3) POS(4) POS(5) POS(6) POS(7) POS(8) POS(9) POS(10) POS(11) POS(12) POS(13) POS(14) POS(15) POS(16) POS(17) POS(18) POS(19) POS(20) POS(21) POS(22) POS(23) POS(24) POS(25) POS(26) POS(27) POS(28) POS(29) POS(30) POS(31) POS(32) POS(33) POS(34) POS(35) POS(36) POS(37) POS(38) POS(39) POS(40) POS(41) POS(42) POS(43) POS(44) POS(45) POS(46) POS(47) POS(48) POS(49) POS(50) POS(51) POS(52) POS(53) POS(54) POS(55) POS(56) POS(57) POS(58) POS(59) POS(60) POS(61) POS(62) POS(63) POS(64) POS(65) POS(66) POS(67) POS(68) POS(69) POS(70) POS(71) POS(72) POS(73) POS(74) POS(75) POS(76) POS(77) POS(78) POS(79) POS(80) POS(81) POS(82) POS(83) POS(84) POS(85) POS(86) POS(87) POS(88) POS(89) POS(90) POS(91) POS(92) POS(93) POS(94) POS(95) POS(96) POS(97) POS(98) POS(99) POS(100) |
| DE DRAINAGE EASEMENT (PRIVATE) | POB POINT OF BEGINNING |
| DEU DRAINAGE & UTILITY EASEMENT (PRIVATE) | R RADIUS |
| DEL CENTRAL/DELTA ANGLE | RME REUSE MAIN EASEMENT (PUBLIC) |
| E EAST | RFB ROAD PLAT BOOK |
| EOC END OF CURVE | RW RIGHT-OF-WAY |
| FD FOUND | S SOUTH |
| N NORTH | SSE SANITARY SEWER EASEMENT (PUBLIC) |
| | W WEST |

SEE SHEET 3 FOR SANITARY SEWER EASEMENT & REUSE MAIN EASEMENT GEOMETRY



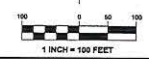
DETAIL "A"
1"=50'



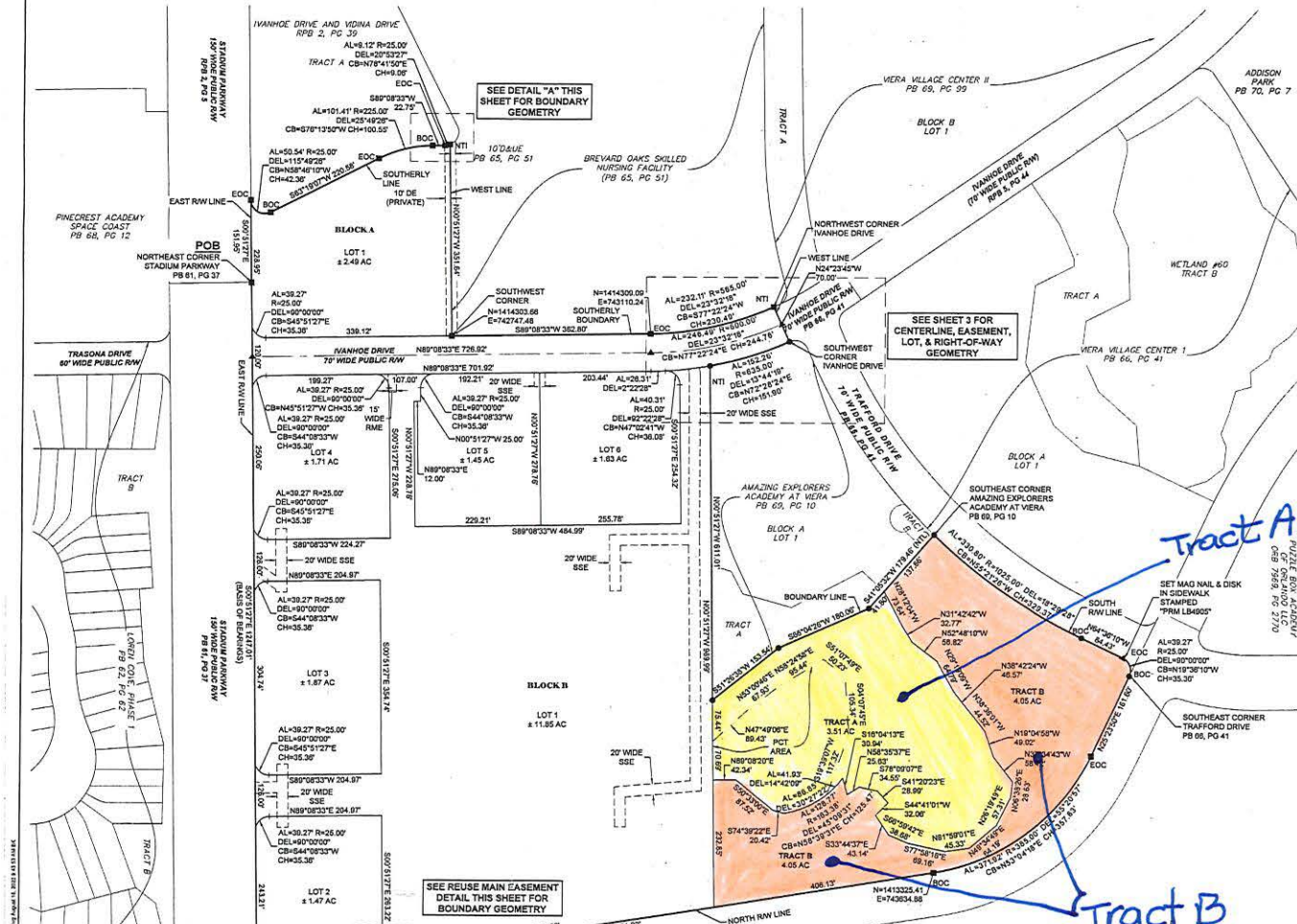
REUSE MAIN EASEMENT DETAIL
1"=20'

Color	Pencil	Owned by
Lt Blue	—	District
Vermillion	—	CVCA
Lt Green	—	County
Yellow	—	VSD
Purple	—	Neighborhood Assn
Carmine Red	—	Other

- SURVEY SYMBOL LEGEND**
- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED.
 - PERMANENT REFERENCE MONUMENT (PRM); FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED.
 - ▲ PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED.



1 INCH = 100 FEET



**VIERA
STEWARDSHIP DISTRICT**

13EVIII

DEAN | MEAD

Dean Mead
7380 Murrell Road
Suite 200
Viera, FL 32940

(321) 259-8900
(321) 254-4479 Fax
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Attorneys and Counselors at Law
Orlando
Fort Pierce
Tallahassee
Vero Beach
Viera/Melbourne

LAURA MINTON YOUNG
(321) 259-8900 ext.-6106
LYoung@deanmead.com

February 9, 2023

Via E-Mail Transmission:

Viera Stewardship District
c/o KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303
Attention: Lauren Gentry, Esq.

RE: Opinion of Title to that certain real property described in Exhibit "A", attached hereto and made a part hereof (the "Property").

Dear Ms. Gentry:

This firm is an authorized issuing agent for Fidelity National Title Insurance Company ("Fidelity"). We have caused Fidelity to conduct a search of the Public Records of Brevard County, Florida with respect to the Property, through and including January 20, 2023 at 5:00 p.m.

The undersigned, as issuing agent for Fidelity, hereby certifies to you that the above-mentioned search of the Public Records of Brevard County, Florida, disclosed that as of January 20, 2023, fee simple title to the Property was vested in The Viera Company, a Florida corporation.

There are no mortgages encumbering the Property. There are no liens affecting the Property. Ad valorem real property taxes for 2022 and all prior years have been paid.

There are no conflicting rights-of-way, easements or plats; provided, however, rights and restrictions are created by the following instruments, copy of which is enclosed:

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Addison Center at Viera, recorded in Plat Book 72, page 56 - 58, inclusive, of the Public Records of Brevard County, Florida.
2. Mineral rights reserved by Consolidated Naval Stores Company, in Deed recorded in Deed Book 270, page 409, as affected by Warranty Deed from Consolidated Financial Corporation (f/k/a Consolidated Naval Stores Company) to Consolidated-Tomoka Land Co., recorded in Official Records Book 1097, Page 564 and partially released by the Release of surface, entry rights with respect to Oil Gas and mineral interest, dated 9/30/1987, by Consolidated -Tomoka Land Co. in Official Records Book 2852 page 1304, which releases " all of the rights of the releasor to explore for, drill for, develop, mine and remove Oil, gas and other minerals, or otherwise to enter upon, use occupy, disrupt or damage the surface . . . " , said Mineral rights further conveyed by Consolidated -Tomoka Land Co. to Indigo Group, Inc. by Warranty Deed recorded in Official Records Book 5387, page 3769.
3. Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded July 25, 1994 in Official Records Book 3409, page 624, as amended and modified by that certain Supplemental Declaration and Fourteenth Amendment to the Declaration and Annexation Agreement Number Sixty-Four recorded in Official Records Book 6871, page 630, and that certain Second Supplemental Declaration and Nineteenth Amendment to the Declaration recorded in Official Records Book 8904, page 1165, Public Records of Brevard County, Florida, as the same may be amended, modified or supplemented from time to time.
4. Notice of Creation and Establishment of the Viera Stewardship District recorded August 10, 2006 in Official Records Book 5683, page 2029, amended by the certain Notice of Boundary Amendment for the Viera Stewardship District recorded in Official Records Book 6081, page 1341 and in Official Records Book 6081, page 1354, Public Records of Brevard County, Florida.
5. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by Viera Stewardship District recorded May 20, 2013 in Official Records Book 6879, page 1970, Public Records of Brevard County, Florida.
6. Right of First Offer Agreement recorded June 11, 2013, in Official Records Book 6897, page 187, Public Records of Brevard County, Florida. (Note: The Property is exempt from the restrictions in this Agreement.)
7. Declaration of Covenants, Conditions, Reservations and Restrictions for Addison Village Club recorded in Official Records Book 7797, page 2722, together with First Amendment and Annexation Agreement recorded in Official Records Book 7800, page 356, Second Amendment and Annexation Agreement recorded in Official Records Book 7845, page

February 9, 2023

Page 3

2918, Third Amendment and Annexation Agreement recorded in Official Records Book 7865, page 1093, Fourth Amendment and Annexation Agreement recorded in Official Records Book 7873, page 2271, Fifth Amendment and Annexation Agreement recorded in Official Records Book 7976, page 1, and Sixth Amendment and Annexation Agreement recorded in Official Records Book 8010, page 979, Public Records of Brevard County, Florida, as may be subsequently amended. (Note: This Property is exempt under the terms of this Declaration).

8. Amended and Restated Development Order Viera Development of Regional Impact, as approved by that certain Resolution 19-134 adopted by the Brevard County Board of County Commissioners on August 20, 2019 and as evidenced by Notice of Modification of a Development Order recorded September 23, 2019 in Official Records Book 8545, page 418, Public Records of Brevard County, Florida.
9. Restrictions set out in Memorandum of Lease recorded June 16, 2021, in Official Records Book 9158, Page 88, as affected by Amendment to Memorandum of Lease recorded in Official Records Book 9514, page 2273, Public Records of Brevard County, Florida. (Note: This property is exempt from the restrictions set forth in this Declaration.)
10. Declaration of Restrictions Establishing Exclusive Use Rights in Favor of Publix Super Markets recorded May 24, 2022, in Official Records Book 9514, page 2255, Public Records of Brevard County, Florida. (Note: This property is exempt from the restrictions set forth in this Declaration.)

This Opinion of Title is being given to you in connection with confirming the ownership of the Property for purposes of conveyances of certain land and improvements to the Viera Stewardship District and is not to be used for any other purposes nor copies delivered to any other persons or entities without the prior written consent of the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Laura Minton Young", with a long, sweeping flourish extending to the right.

Laura Minton Young

LMY:ls

February 9, 2023
Page 4

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Tract A and Tract B, Addison Center At Viera, according to the plat thereof, as recorded in Plat Book 72, Page(s) 56, of the Public Records of Brevard County, Florida.

**VIERA
STEWARDSHIP DISTRICT**

13FI

Work Authorization #32

October 25, 2022

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #32
Environmental Professional Fiscal Year 2022/2023
ZC 15039EP23

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2022/2023. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("Environmental Agreement") as follows:

Environmental Professional-Fiscal Year 2023

Scope of Services

ZCA will represent the VSD as the Environmental Professional (EP) for fiscal year 2022/2023 and will perform services as requested by the VSD which may include the following services. The EP shall consult with the VSD, A. Duda & Sons (ADS) and the Viera Company (TVC) as requested, to review the Habitat Management Plan (HMP), and other environmental obligations required by various issued environmental permits. ZCA shall perform one site visit per quarter to review the conditions of the Viera Wilderness Park (VWP) Stages 1 and 2 mitigation areas to determine if management actions comply with the HMP and other Environmental permits. The EP shall also advise and/or conduct one additional site visit, as requested, to consult the VSD BoS or ADS to review land management activities, exotic species removal, prescribe burns, mechanical vegetation management, swale maintenance and mowing.

The EP shall advise the VSD Board of Supervisors (BoS) by phone or digital correspondence on how to proceed with management actions to stay in compliance with the management objectives of the HMP.

The EP shall update the VWP Annual Utilization Program (AUP) Checklist for fiscal year 2023/2024 that outlines action items that the VSD and/or ADS anticipate in the VWP for that fiscal year. The EP will coordinate with ADS and the VSD to prepare a budget for environmental management to correspond to required land management commitments in environmental permits consistent with the AUP.

The EP shall also prepare for and participate in up to four (4) meetings with the VSD BoS by phone or in person. The EP shall provide a summary report at the VSD BoS meetings that the EP attends summarizing the status of management obligations and environmental commitments and recommendations for compliance with environmental permits/entitlements, if requested.

*Fee for Professional Services: to be billed Hourly with
an Estimated Fee*

*\$10,000.00
(plus Reimbursable Expenses)*

Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 45 years. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
President

APPROVED AND ACCEPTED



By: Todd J Pokrywa
Authorized Representative of
Viera Stewardship District

Date: 11/15/2022

MDD/ns

15039c32 EP23 WA #32

cc: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
William D. Lites
Viviana Vargas
File

**VIERA
STEWARDSHIP DISTRICT**

13 FII

Work Authorization #33

October 25, 2022

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #33
Wetland/Habitat Maintenance in Viera Wilderness Park
(Targeted Spraying) Fiscal Year 2022/2023
ZC 15039HT23

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2022/2023. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

Wetland/Habitat Maintenance in Viera Wilderness Park Stage 1 and Stage 2 (Targeted Spraying) Fiscal Year 2022/2023

Scope of Services

ZCA shall conduct maintenance in the VWP Stages 1 and 2 in accordance with conditions outlined in the United States Army Corps of Engineers (USACE) permit SAJ-2008-03508 (Mod 5). ZCA shall provide a team of qualified biologists and biological technicians for a total of 18 staff days, as well as all necessary equipment and materials required. ZCA shall locate clusters of exotic species as defined by the most current Florida Exotic Plant Pest Council (FLEPPC) list. ZCA will coordinate closely with A. Duda and Sons, Inc. (ADS) during this process to identify clusters of FLEPPC listed exotics in the VWP Stages 1 and 2 where mechanical removal is conducted by ADS. The primary targets will be Brazilian pepper (*Schinus terebinthifolius*), cogongrass (*Imperata cylindrica*), and torpedo grass (*Panicum repens*) and climbing fern (*Lygodium* spp).

ZCA shall use but is not limited to a combination of amine and/or ester formulations of glyphosate, imazpyr, and triclopyr situationally. Chemicals used on site, ATV, GPS, and vehicle mileage are included as reimbursable in the lump sum price below.

Fee for Professional Services and Reimbursable Expenses:

VWP Stage 1 - \$6,000.00

VWP Stage 2 - \$12,000.00

Total Lump Sum: \$18,000.00

Reimbursable expenses are included in the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 45 years. If you have any questions in that regard, please let us know.


Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
President

APPROVED AND ACCEPTED



By: Todd J Pokrywa
Authorized Representative of
Viera Stewardship District
Date: 11/15/2022

MDD/ns
15039c33 HT23 WA #33
cc: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
William D. Lites
Viviana Vargas
File

**VIERA
STEWARDSHIP DISTRICT**

13 F III

Work Authorization #34

October 25, 2022

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #34
Monitoring and Maintenance of Burrowing Owl Preserve
Fiscal Year 2022/2023
ZC 15039BO23

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2022/2023. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

Monitoring and Maintenance of Burrowing Owl Preserve

Scope of Services

I. Annual Reporting

ZCA shall perform intermittent site visits throughout the year to monitor the habitat conditions and artificial cavities in the Viera Burrowing Owl Preserve (VBOP) for the 2022/2023 fiscal year. A simplified status report of maintenance, condition of the burrows and observed occupancy will be sent to the Client for review and included in the Viera Company's Biennial Report to document compliance as referenced in the FWC permit and the VBOP Management Plan .

Fee for Task I Professional Services and Reimbursable Expenses: Lump Sum \$2,000.00

Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 45 years. If you have any questions in that regard, please let us know.

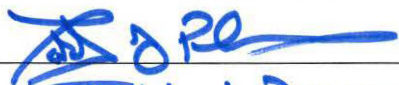
Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
President

APPROVED AND ACCEPTED



By: Todd J Pokrywka
Authorized Representative of
Viera Stewardship District

Date: 11/15/2022

MDD/ns

15039c34 BO23 WA #34 REV 11.14.22

cc: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
William D. Lites
Viviana Vargas
File

**VIERA
STEWARDSHIP DISTRICT**

13 FIV

Work Authorization #35

October 25, 2022

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #35
Inspections and Miscellaneous work by Environmental Professional
Fiscal Year 2022/2023
ZC 15039INS23

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2022/2023. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

Inspections, Reports and Miscellaneous work, and oversight of Villages 1 and 2 Preferred Cover Type (PCT) by Ecologist (Environmental Professional)

Scope of Services

ZCA will perform the Third Annual Monitoring Event for the Viera Wilderness Park (VWP) Stage 2 and prepare and submit a report, to the U.S. Army Corps of Engineers as required in Permit #SAJ-2008-03508 Mod 5.

The VSD Environmental Professional (EP) will continue to facilitate management of the Preferred Cover Type (PCT) preservation areas within Villages 1 and 2 (for fiscal year 2022/2023) for the Viera Stewardship District (VSD). ZCA shall provide guidance for PCT management and will revise and submit the Management Plan and coordinate with the VSD and contractors for approval and contracting of the PCT management. ZCA shall conduct up to two (2) site visits with a contractor licensed and qualified to complete the necessary work to facilitate the procurement of cost estimates to complete the PCT management.

*Fee for Professional Services: to be billed Hourly with
an Estimated Fee*

*\$10,000.00
(plus Reimbursable Expenses)*

Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 45 years. If you have any questions in that regard, please let us know.

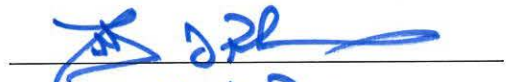
Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
President

APPROVED AND ACCEPTED



By: Todd J Pokyma
Authorized Representative of
Viera Stewardship District

Date: 11/15/2022

MDD/ns

15039c31 INS23 WA #35

cc: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
William D. Lites
Viviana Vargas
File

**VIERA
STEWARDSHIP DISTRICT**

13GI

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 5th day of October 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.

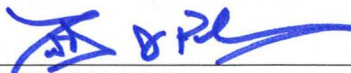
g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

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 agreements related to the District's Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project) (the “**Bonds**”), Grantee shall consider the conveyance of the Improvements and Work Product as a contribution in lieu of assessments in an amount equal to the total cost of constructing the Improvements and completing the Work Product, as set forth in **Exhibit A**.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 5th day of October 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 5th day of October 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: 10-10-25



BENJAMIN E. WILSON
Commission # HH 140832
Expires October 10, 2025
Bonded Thru Budget Notary Services

Exhibit A

Costs of Construction for the Improvements

<u>IMPROVEMENTS</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Jr Davis Construction</u>	
Pay App #1 (period to 1/31/21)	\$96,891.94
Pay App #2 (period to 2/28/21)	\$23,536.44
Pay App #3 (period to 3/31/21)	\$80,681.44
Pay App #4 (period to 4/30/21)	\$150,480.25
Pay App #5 (period to 5/31/21)	\$95,240.00
Pay App #6 (period to 6/30/21)	\$141,393.90
Pay App #7 (period to 7/31/21)	\$200,722.44
Pay App #8 (period to 8/31/21)	\$17,654.33
Pay App #9 (period to 9/30/21)	\$211,770.94
Pay App #10 (period to 10/31/21)	\$38,710.54
Pay App #11 (period to 11/30/21)	\$71,949.19
Pay App #12 (period to 12/31/21)	\$14,620.50
Pay App #13 (period to 1/31/22)	\$3,378.10
Pay App #14 (period to 2/28/22)	\$77,319.76
Pay App #15 (period to 3/31/22)	\$9,761.04
Pay App #16 (period to 5/31/22)	\$10,260.00
Pay App #17 (period to 6/30/22)	\$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
18108	\$1,423.75
<i>Subtotal – VSD Work</i>	<i>\$55,367.45</i>
<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
<i>Subtotal – VSD Work</i>	<i>\$10,552.85</i>
<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
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
<i>Subtotal – VSD Work</i>	<i>\$6,210.00</i>

<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:	\$1,486,335.50

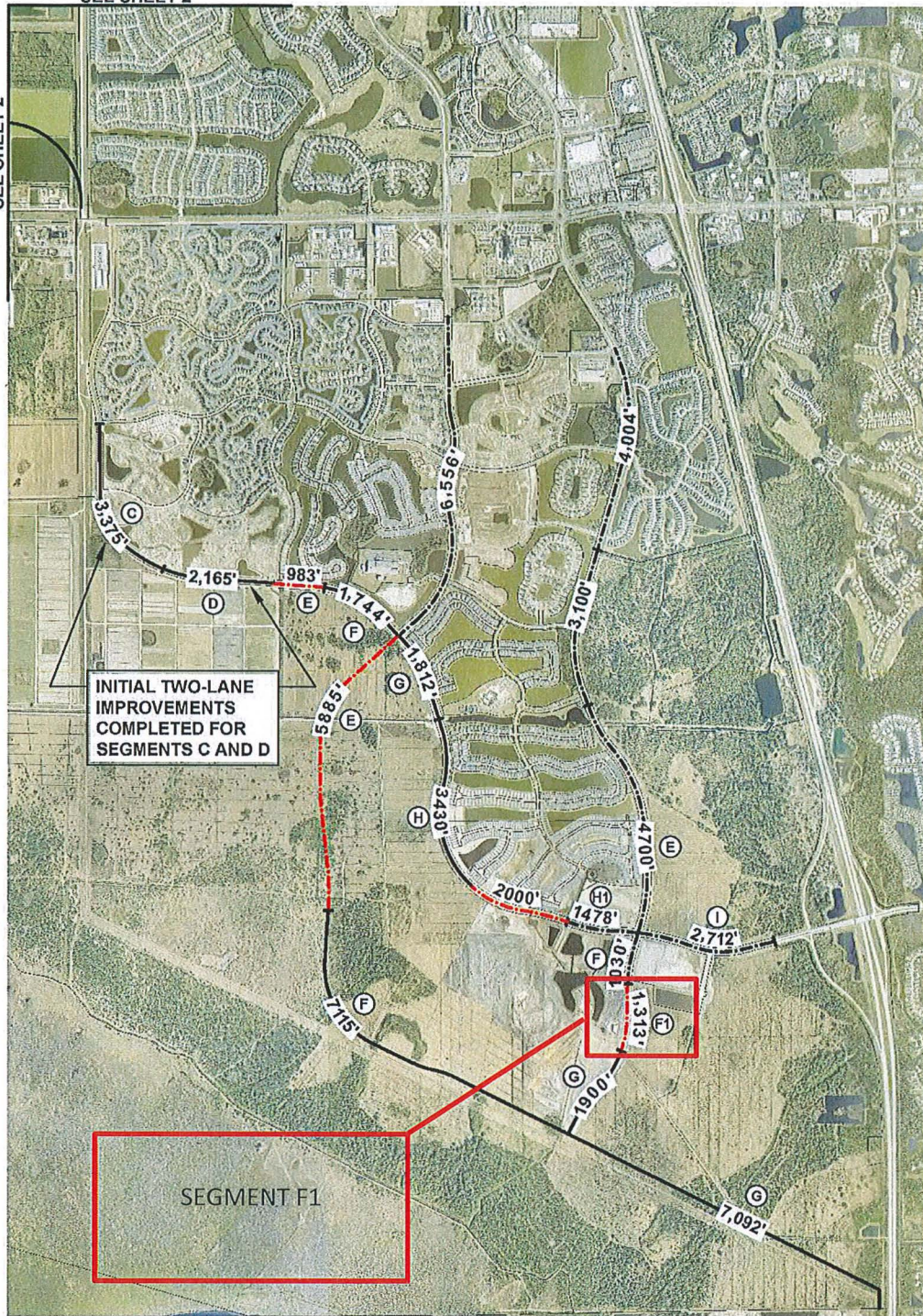
SCHEDULE A

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 F1



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 HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 728-2474 FAX: (321) 722-1129
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004903

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

REVISION #1 3/2/22

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

SEPTEMBER 20, 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 Series 2021 Project as set forth in 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**"), and provide special benefits to the property within the District, 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 \$1,486,335.50, 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.

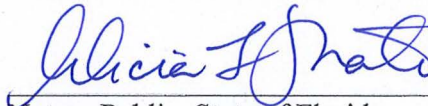


9/20/2022

Hassan Kamal, P.E.
B.S.E. Consultants, Inc.
Florida Registration No. 41951
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 20th day of SEPTEMBER 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: ALICIA L. MATEO
Commission No.: HH205251
My Commission Expires: 2/14/2026



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 1/31/21)	\$96,891.94
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Pay App #3 (period to 3/31/21)	\$80,681.44
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BSE11284.0502-01-21	\$3,476.00
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1579	\$30.00
1574	\$150.00
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TOTALS:	\$1,486,335.50

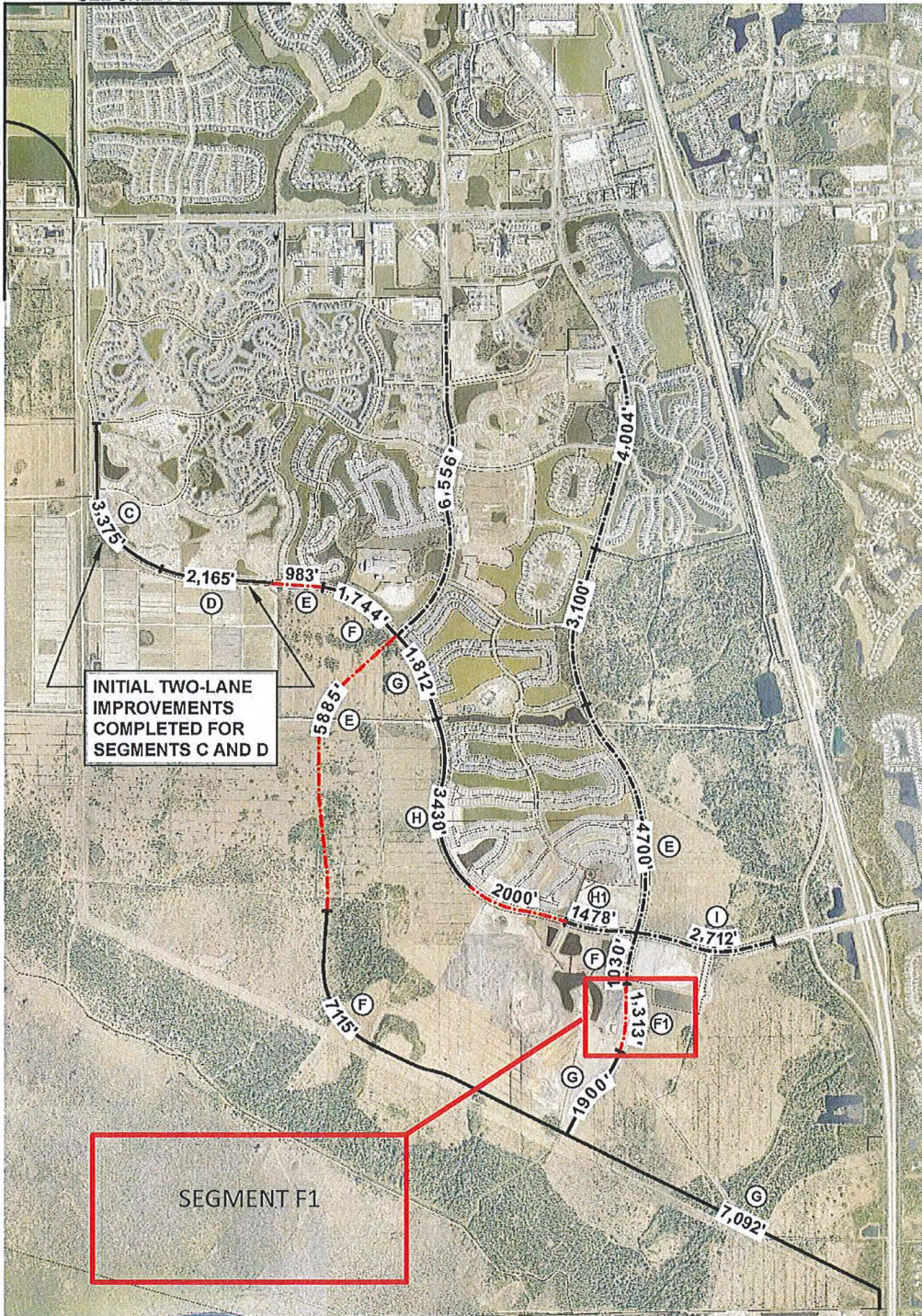
SCHEDULE A

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 F1

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 904TH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3874 FAX: (321) 722-1150
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004003

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

REVISION #1 3/2/22

EXHIBIT B
The Plat (See Attached)

LAKE ANDREW DRIVE - SEGMENT F

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

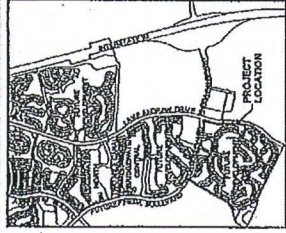
ROAD PLAT BOOK 5, PAGE 115
SECTION 27, 28, 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner of the above described land, do hereby certify that the same is being platted for the purpose of the above described project.

LAKE ANDREW DRIVE - SEGMENT F
THE UNDERSIGNED HAS CAUSED THIS ROAD PLAT TO BE PREPARED AND RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, F.S., AND THE RULES AND REGULATIONS OF THE BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, AND THE RULES AND REGULATIONS OF THE BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA.

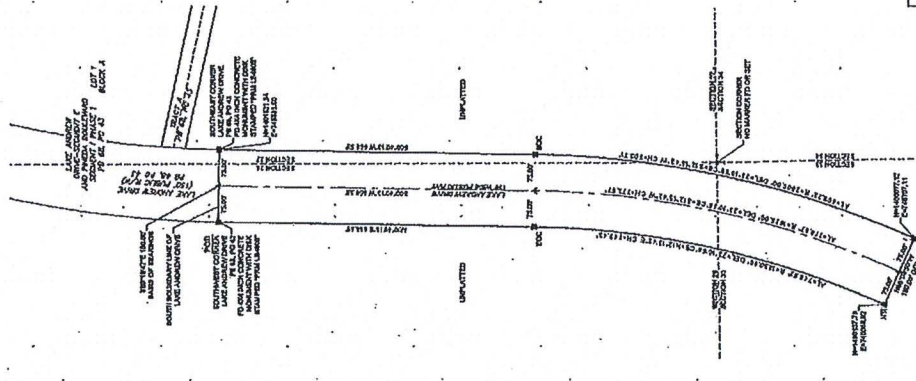
CERTIFICATE OF SURVEYOR
I, the undersigned, being duly qualified and sworn as a Surveyor in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears on the books of the Surveyor General of Brevard County, Florida, and that the same is in accordance with the laws and regulations of the State of Florida and the Board of County Commissioners, Brevard County, Florida.

CERTIFICATE OF APPROVAL
THE BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, has reviewed the foregoing plat and has approved the same for recording in the public records of Brevard County, Florida, and for the purpose of the above described project.

CERTIFICATE OF ACCEPTANCE OF DEDICATION
THE BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, has accepted the dedication of the above described road for public use and has approved the same for recording in the public records of Brevard County, Florida, and for the purpose of the above described project.



SURVEY SYMBOL LEGEND
SECTION CORNER UNLESS INDICATED OTHERWISE
+ PERMANENT SURVEY MONUMENT (IRON, BRASS, COPPER, ALUMINUM, ETC.)
■ DELIMITED TYPICAL CORNER
▲ CORNER IDENTICAL TO ADJACENT PROPERTY
▲ CORNER IDENTICAL TO ADJACENT PROPERTY
▲ CORNER IDENTICAL TO ADJACENT PROPERTY



- REMARKS:**
1. BEARING AND DISTANCE FROM THE CENTER LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE, SEGMENT E, RECORDED IN ROAD PLAT BOOK 5, PAGE 114, IS AS SHOWN IN THIS PLAT.
 2. BEARING AND DISTANCE FROM THE CENTER LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE, SEGMENT D, RECORDED IN ROAD PLAT BOOK 5, PAGE 113, IS AS SHOWN IN THIS PLAT.
 3. BEARING AND DISTANCE FROM THE CENTER LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE, SEGMENT C, RECORDED IN ROAD PLAT BOOK 5, PAGE 112, IS AS SHOWN IN THIS PLAT.
 4. ALL LINE LINES SHALL BE CONSIDERED AS SHOWN IN THIS PLAT.
- NOTICE:**
- THE BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, HAS REVIEWED THE FOREGOING PLAT AND HAS APPROVED THE SAME FOR RECORDING IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND FOR THE PURPOSE OF THE ABOVE DESCRIBED PROJECT.

ABBREVIATIONS

AL	ALLIANCE
AS	ASSOCIATION
BL	BLOCK
CD	CONDOMINIUM
CH	CHURCH
CL	CITY
CO	COUNTY
CR	COURT
CS	CITY
CU	CITY
CV	CITY
CA	CITY
CB	CITY
CC	CITY
CD	CITY
CE	CITY
CF	CITY
CG	CITY
CH	CITY
CI	CITY
CJ	CITY
CK	CITY
CL	CITY
CM	CITY
CN	CITY
CO	CITY
CP	CITY
CQ	CITY
CR	CITY
CS	CITY
CT	CITY
CU	CITY
CV	CITY
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CB	CITY
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7380 Murrell Road, Suite 201 | Viera, Florida 32940

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

October 5, 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 right of way being “**Lake Andrew Drive-Segment F**”). Those improvements relating to Lake Andrew Drive-Segment F (the “**Improvements**”) as well as associated plans, designs, permits, and other work product (the “**Work Product**”) are more particularly set forth in the Engineer’s Report (defined herein) , 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 treat the conveyance as a contribution in lieu of assessments as contemplated by the documents associated with the District’s Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project).

The total cost of constructing the Improvements and completing the Work Product is **\$1,486,335.50**, as described in Table 1 attached hereto. The Viera Company affirms that this amount does 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 1/31/21)	\$96,891.94
Pay App #2 (period to 2/28/21)	\$23,536.44
Pay App #3 (period to 3/31/21)	\$80,681.44
Pay App #4 (period to 4/30/21)	\$150,480.25
Pay App #5 (period to 5/31/21)	\$95,240.00
Pay App #6 (period to 6/30/21)	\$141,393.90
Pay App #7 (period to 7/31/21)	\$200,722.44
Pay App #8 (period to 8/31/21)	\$17,654.33
Pay App #9 (period to 9/30/21)	\$211,770.94
Pay App #10 (period to 10/31/21)	\$38,710.54
Pay App #11 (period to 11/30/21)	\$71,949.19
Pay App #12 (period to 12/31/21)	\$14,620.50
Pay App #13 (period to 1/31/22)	\$3,378.10
Pay App #14 (period to 2/28/22)	\$77,319.76
Pay App #15 (period to 3/31/22)	\$9,761.04
Pay App #16 (period to 5/31/22)	\$10,260.00
Pay App #17 (period to 6/30/22)	\$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
18108	\$1,423.75
<i>Subtotal – VSD Work</i>	<i>\$55,367.45</i>
<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
<i>Subtotal – VSD Work</i>	<i>\$10,552.85</i>
<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
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
<i>Subtotal – VSD Work</i>	<i>\$6,210.00</i>

<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:	\$1,486,335.50

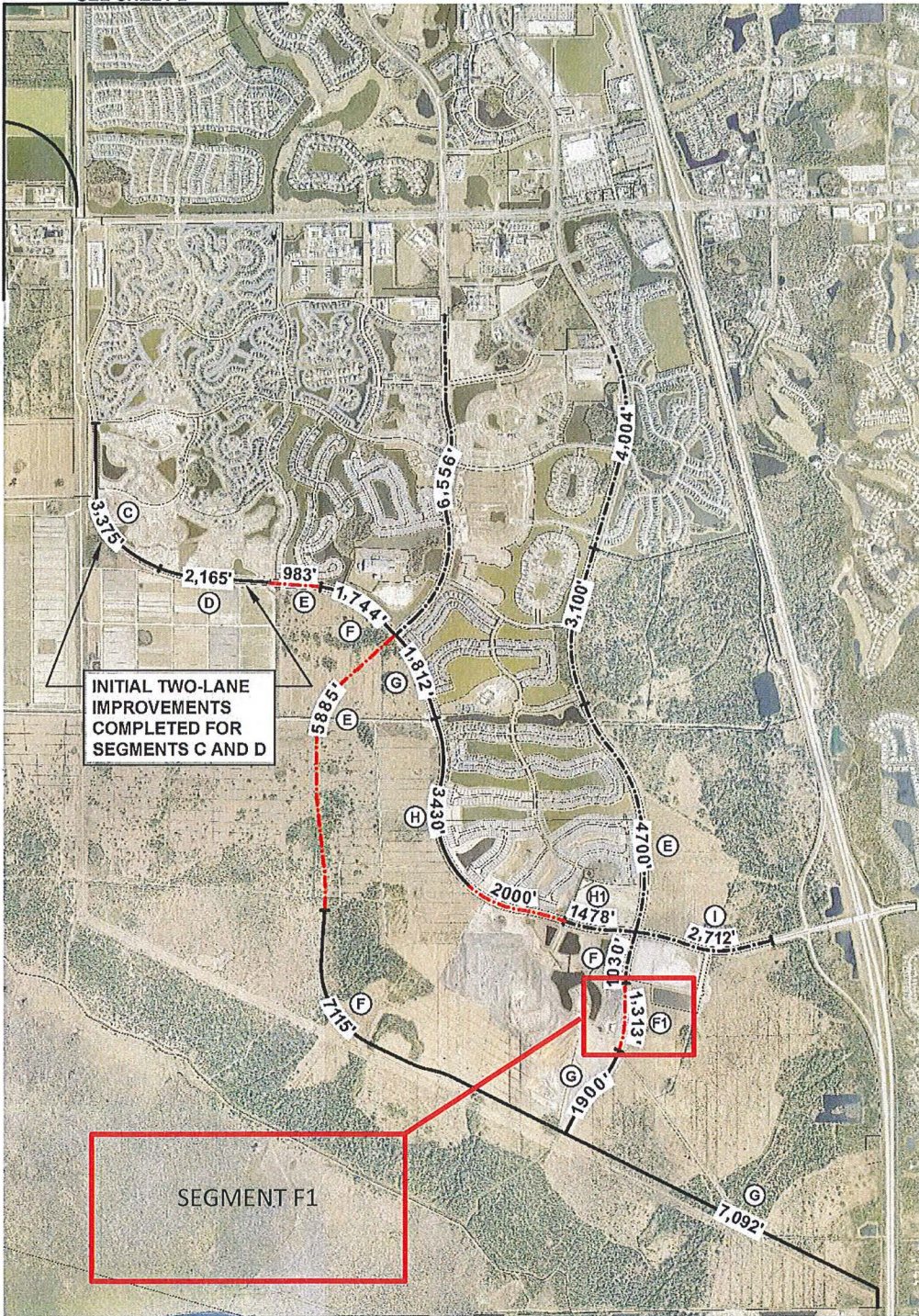
SCHEDULE A

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 F1



LEGEND

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

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

H:\Projects\Folder1039301\Drawings\1039301_2001\039301_2002.dwg March 2, 2022 9:01:58 AM IVV

REVISION #1 3/2/22



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARRIS CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 225-8874 FAX: (321) 723-1150
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004963

DATE: 10/18/16
 DESIGN/DRAWN: HALW/FV
 DRAWING#: 1039301_201_008
 PROJECT#: 1039301
 SHEET 1 OF 2

EXHIBIT B

The Plat (See attached)

**VIERA
STEWARDSHIP DISTRICT**

13G11

DEVELOPER BILL OF SALE & ASSIGNMENT
[ACQUISITION OF PINEDA BOULEVARD– SEGMENT E 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 16th day of March 2023 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 E recorded in Road Plat Book 5, Page 47, of the Public Records of Brevard County, Florida and as depicted as “Segment E” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 983 linear feet more or less) (said property being “**Pineda Boulevard-Segment E**” and said plat being the “**Plat**”). Pineda Boulevard-Segment E 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 E.
3. **Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within Pineda Boulevard-Segment E.
4. **Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within Pineda Boulevard-Segment E.

(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.

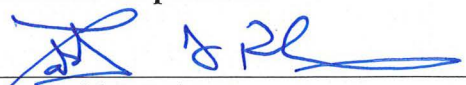
g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

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 agreements related to future bond series, should the Grantee issue bonds in the future from which the costs of the Improvements and/or the Work Product may be paid, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A** or any amendment thereto approved by Grantor and Grantee.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 16th day of March 2023.

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 16th day of March 2023 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)

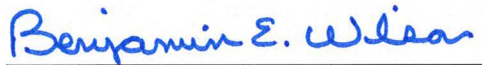

Notary Public, State of Florida
My Commission Expires: 10/10/25



Exhibit A

Table 1 to Exhibit A– Reimbursable Costs

IMPROVEMENTS	
<u>Invoice Number</u>	<u>Invoice Amount \$</u>
<u>Jon M Hall – Contract PEX11423.07</u>	
Pay App #9 (period to 09/30/21)	140,819.32
Pay App #10 (period to 10/31/21)	272,355.61
Pay App #11 (period to 11/30/21)	203,459.63
Pay App #12 (period to 12/31/21)	110,140.77
Pay App #13 (period to 01/30/22)	132,697.72
Pay App #14 (period to 02/28/22)	108,526.35
Pay App #15 (period to 03/31/22)	233,547.13
Pay App #16 (period to 05/31/22)	6,367.50
Pay App #17 (period to 06/30/22)	20,587.50
Pay App #18 (period to 08/31/22)	136,500.17
Sub-total – VSD Work	1,365,001.70
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants – File #11423.07/11423.08/11554.01</u>	
Invoice #17092 01/04/22	858.71
Invoice #17226 02/04/22	796.41
Invoice #16958 12/29/21	8442.59
Invoice #17119 01/06/22	5547.61
Invoice #17247 02/07/22	3667.41
Invoice #18333 09/01/22	3312.73
Invoice #17398 03/21/22	6688.38
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Invoice #17996 07/15/22	4504.13
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Invoice #17582 04/22/22	19259.32
Invoice #18463 09/07/22	6559.64
Subtotal – VSD Work	64,609.48
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Invoice 10174 SWPPP – Pineda Blvd West Ext Seg E - 09/02/21	1,000.00
Invoice 10492 10/01/21	187.50
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Invoice 12525 03/01/22	375.00
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Subtotal – VSD Work	850.00
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Haul dirt	20,872.86
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<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Universal</u>	
Invoice 00551254 11/01/21	3,080.00
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Invoice 00603115 05/01/22	132.00
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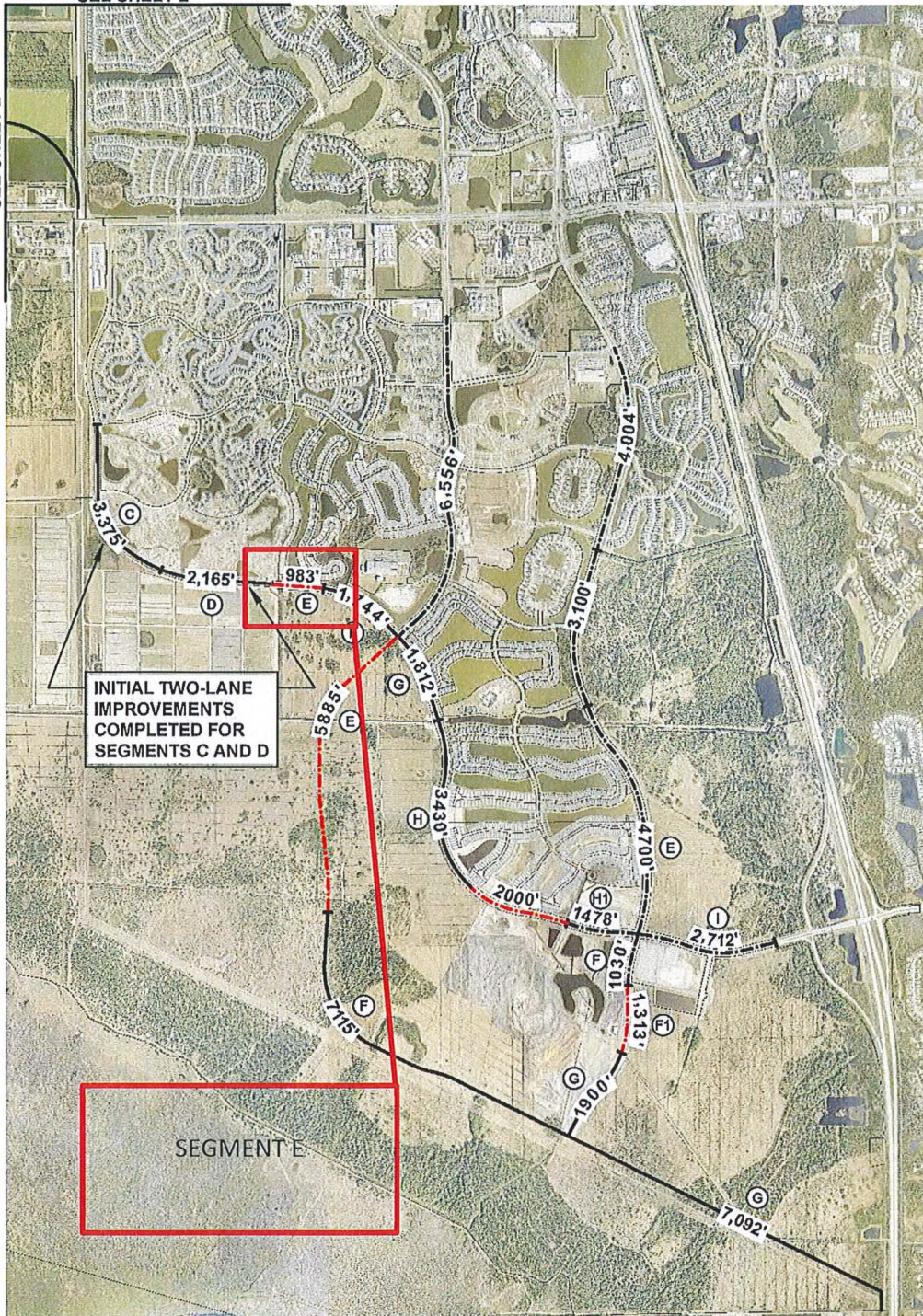
SCHEDULE A

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 E



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 HARRISON CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-2874 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4652
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L00004903

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

REVISION #1 3/2/22

EXHIBIT B
The Plat (See Attached)

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

March 14, 2023

Board of Supervisors
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida):
Acquisition of Pineda Boulevard – Segment E 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 E 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 (the "**Engineer's Report**"), and provide special benefits to the property within the District.
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 can perform 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 **\$1,512,602.62**, 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.

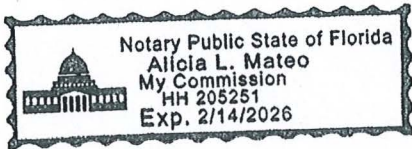
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

Hassan Kamal, P.E.
B.S.E. Consultants, Inc.
Florida Registration No. 41951
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 14 day of March 2023 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: ALICIA L. MATEO
Commission No.: HH 205251
My Commission Expires: 2/14/2026

EXHIBIT A
Description of Improvements – Pineda Boulevard-Segment E

Improvements:

Roadway Improvements: All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within Pineda Boulevard-Segment E. Pineda Boulevard-Segment E is more particularly depicted as “Pineda Boulevard” on the Plat of PINEDA BOULEVARD / SEGMENT E recorded in Road Plat Book 5, Page 47, of the Public Records of Brevard County, Florida and as depicted as “Segment E” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 983 linear feet more or less) (said property being “**Pineda Boulevard-Segment E**”). Pineda Boulevard-Segment E 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 E.

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

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

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.

Exhibit A

Table 1 to Exhibit A– Reimbursable Costs

IMPROVEMENTS	
<u>Invoice Number</u>	<u>Invoice Amount \$</u>
<u>Jon M Hall – Contract PEX11423.07</u>	
Pay App #9 (period to 09/30/21)	140,819.32
Pay App #10 (period to 10/31/21)	272,355.61
Pay App #11 (period to 11/30/21)	203,459.63
Pay App #12 (period to 12/31/21)	110,140.77
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Pay App #16 (period to 05/31/22)	6,367.50
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Pay App #18 (period to 08/31/22)	136,500.17
Sub-total – VSD Work	1,365,001.70
WORK PRODUCT	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants – File #11423.07/11423.08/11554.01</u>	
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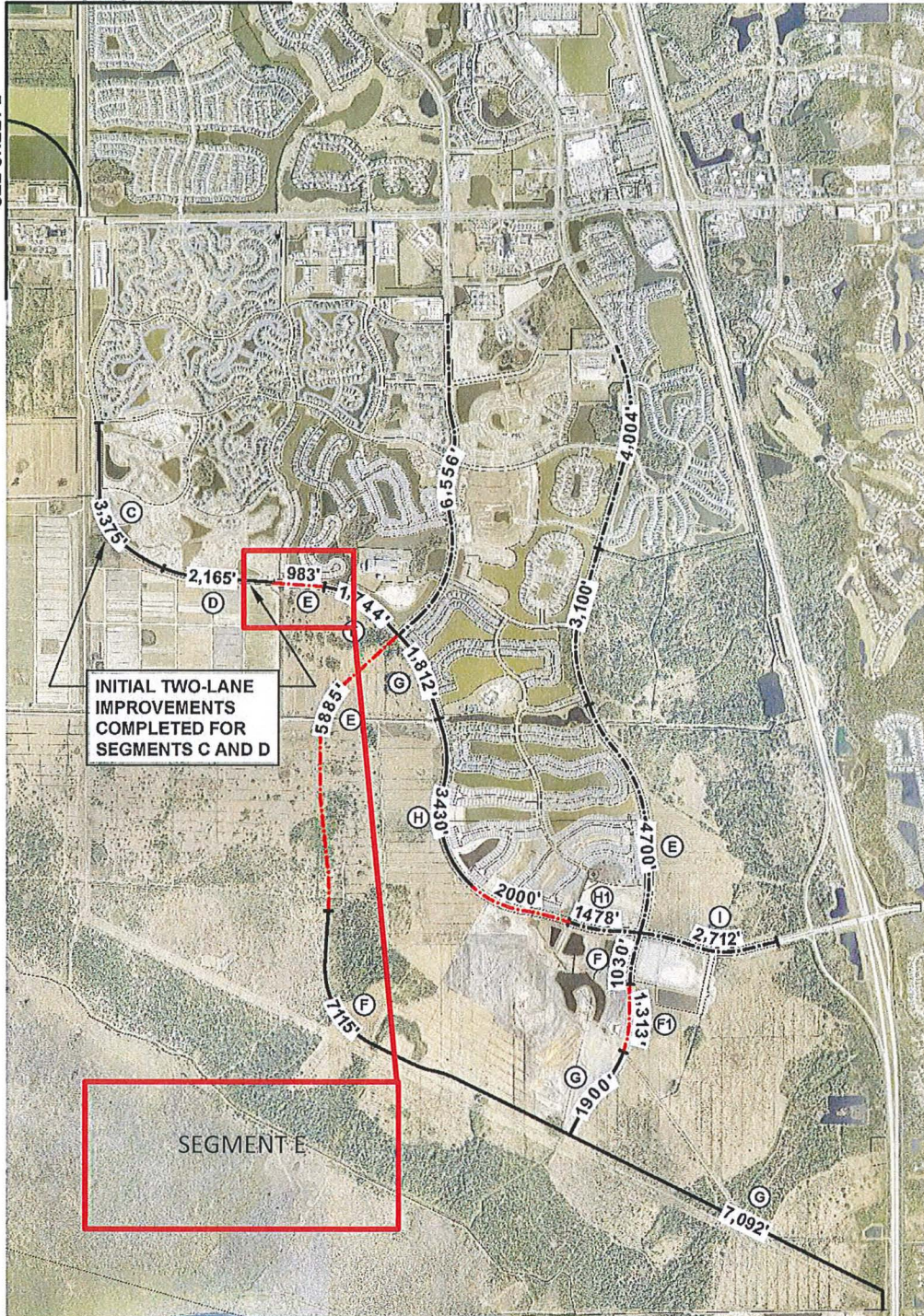
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

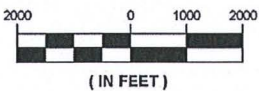
SEE SHEET 2

SEE SHEET 2

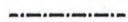




INITIAL TWO-LANE IMPROVEMENTS COMPLETED FOR SEGMENTS C AND D

SEGMENT E



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 HARBOR CITY BOULEVARD, SUITE # MELBOURNE, FL 32901
 PHONE: (321) 728-2874 FAX: (321) 728-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LD0004903

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 9:01:58 AM WW

EXHIBIT B
The Plat (See Attached)



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | VIERA.com

March 17, 2023

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 E 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 E of Pineda Boulevard as a 4-lane road, as more particularly depicted as Pineda Boulevard on the Plat of PINEDA BOULEVARD WEST EXTENSION / SEGMENT E recorded in Road Plat Book 5, Page 47, of the Public Records of Brevard County, Florida and as depicted as "Segment E" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 983 linear feet more or less) (said right of way being "**Pineda Boulevard-Segment E**"). Those improvements relating to Pineda Boulevard-Segment E (the "**Improvements**") as well as associated plans, designs, permits, and other work product (the "**Work Product**") are more particularly set forth in the Engineer's Report (defined herein) (the "**Improvements**"), 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 (the "**Engineer's Report**"). The Viera Company desires to convey the Improvements and the Work Product to the District with the expectation that in the event the District issues bonds in the future, The Viera Company may be reimbursed for all or part of the costs incurred by The Viera Company in connection with completion of construction of the Improvements and/or having the Work Product prepared and completed.

The total cost of constructing the Improvements and completing the Work Product is **\$1,512,602.62** as described in Table 1 attached hereto. The Viera Company affirms that this amount does 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: Michael L. Arnold

Its: Vice 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, and inlets located within Pineda Boulevard-Segment E. Pineda Boulevard-Segment E is more particularly depicted as "Pineda Boulevard" on the Plat of PINEDA BOULEVARD / SEGMENT E recorded in Road Plat Book 5, Page 47, of the Public Records of Brevard County, Florida and as depicted as "Segment E" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 983 linear feet more or less) (said property being "**Pineda Boulevard-Segment E**"). Pineda Boulevard-Segment E 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 E.

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

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

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.

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Subtotal – VSD Work	16348.00
<u>Dean Mead</u>	
385279 06/23/2021 pro-rata costs	288.47
388224 08/27/2021 pro-rata costs	67.00
Subtotal – VSD Work	355.47
<u>Brevard County</u>	
Check 208447 – Engineering Inspection Fee – 07/14/21	18494.97
Check 208428 – Final Plat Application Fee – 07/16/21	3476.00

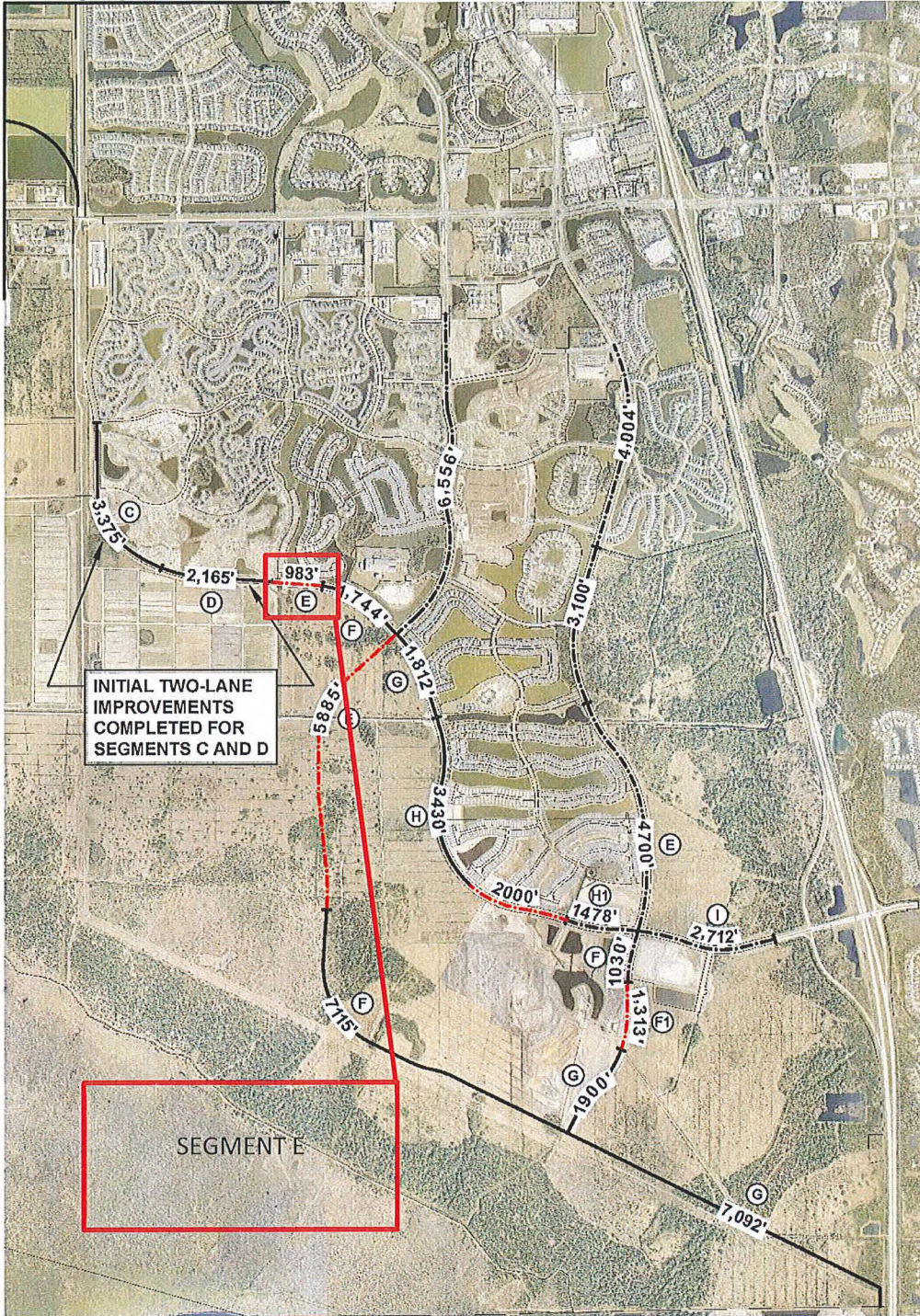
SCHEDULE A

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 E



LEGEND

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

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

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REVISION #1 3/2/22



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 728-3874 FAX: (321) 723-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LD00004903

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

EXHIBIT B

The Plat (See attached)

**VIERA
STEWARDSHIP DISTRICT**

13GIII

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 18th day of October 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 whatsoever.

- 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 agreements related to the District's Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project) (the “**Bonds**”), Grantee shall consider the conveyance of the Improvements and the Work Product as a contributions in lieu of assessments in an amount equal to the total cost of constructing the Improvements and completing the Work Product, as set forth in **Exhibit A**

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 18th day of October 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 18th day of October 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: 10/10/2025

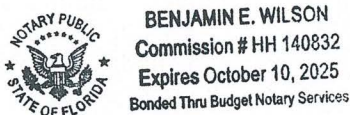


Exhibit A

Costs Improvements and Work Product

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
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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>
<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
18109	\$6,395.41

18308	\$5,814.52
<i>Subtotal – VSD Work</i>	<i>\$56,404.02</i>
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Universal</u>	
00496155	\$198.00
00542680	\$1,509.20
00551116	\$431.20
00559631	\$2,394.15
00570552	\$1,741.30
00578398	\$3,427.05
00585804	\$2,803.35
00593291	\$1,402.50
<i>Subtotal – VSD Work</i>	<i>\$13,906.75</i>
<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 (\$220.00 of \$705.00)	\$220
<i>Subtotal – VSD Work</i>	<i>\$571.00</i>
<u>Brevard County</u>	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$1,738.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
<i>Subtotal – VSD Work</i>	<i>\$1,918.00</i>
TOTALS:	\$2,132,396.06

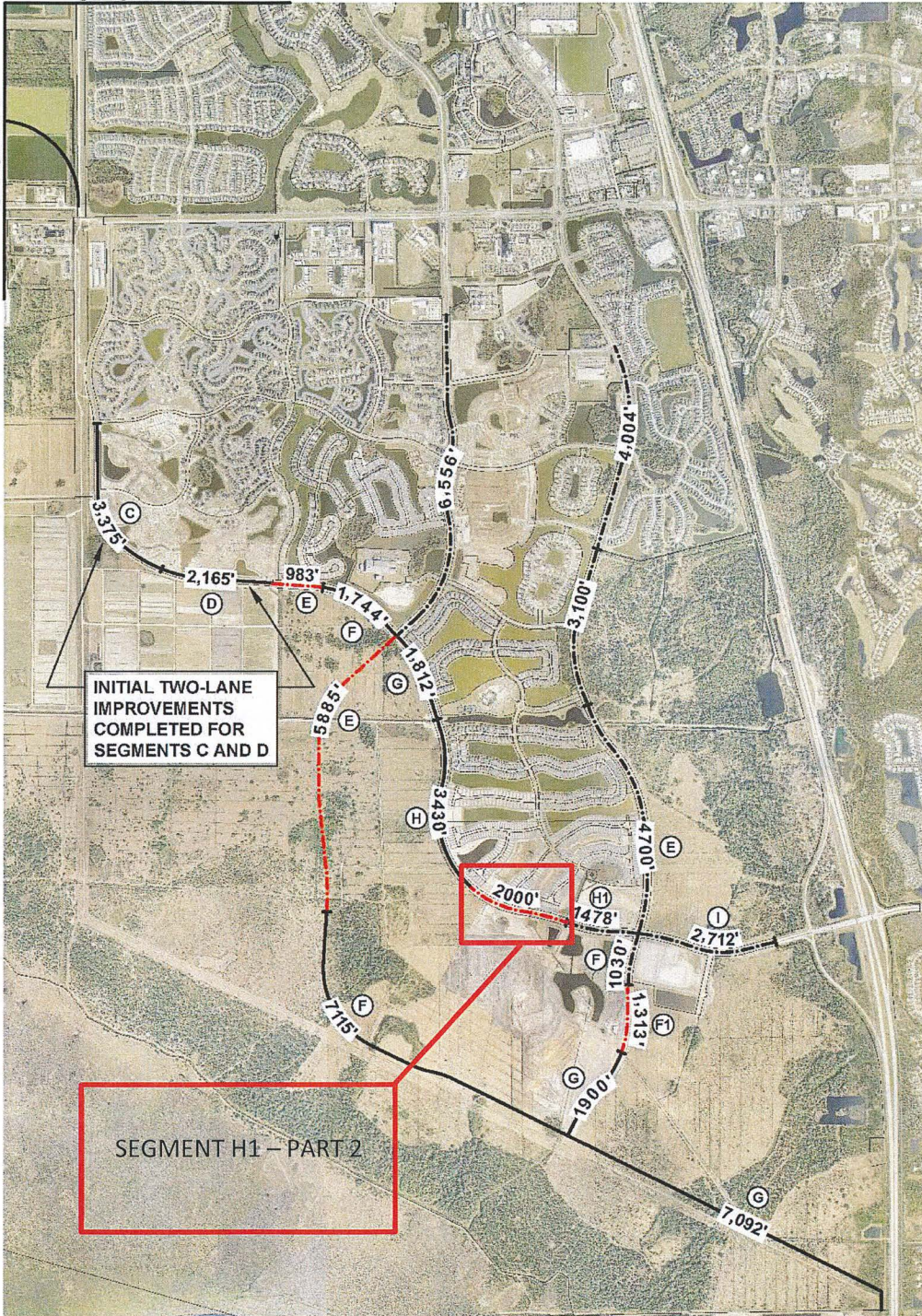
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

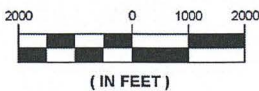
SEE SHEET 2

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**

H:\Projects\Folder1039301\Drawings\1039301_2001_039301_2001_068.dwg March 2, 2022 9:01:58 AM VW

REVISION #1 3/2/22



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-2874 FAX: (321) 723-1150
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0904963

DATE: 10/18/16
 DESIGN/DRAWN: HAL/WV
 DRAWING#: 1039301_201_008
 PROJECT#: 10393_01
 SHEET 1 OF 2

EXHIBIT B
The Plat (See Attached)

PINEDA BOULEVARD-SEGMENT H1

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

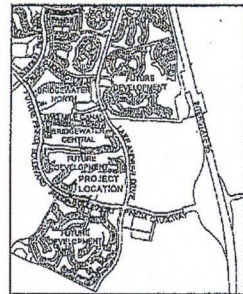
PLAT NOTES

1. BEARING REFERENCE ASSUMED BEARING OF S14°05'00"W ON THE WEST LINE OF PINEDA BOULEVARD ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE-SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.01(9).
3. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.

DESCRIPTION OF PINEDA BOULEVARD-SEGMENT H1

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

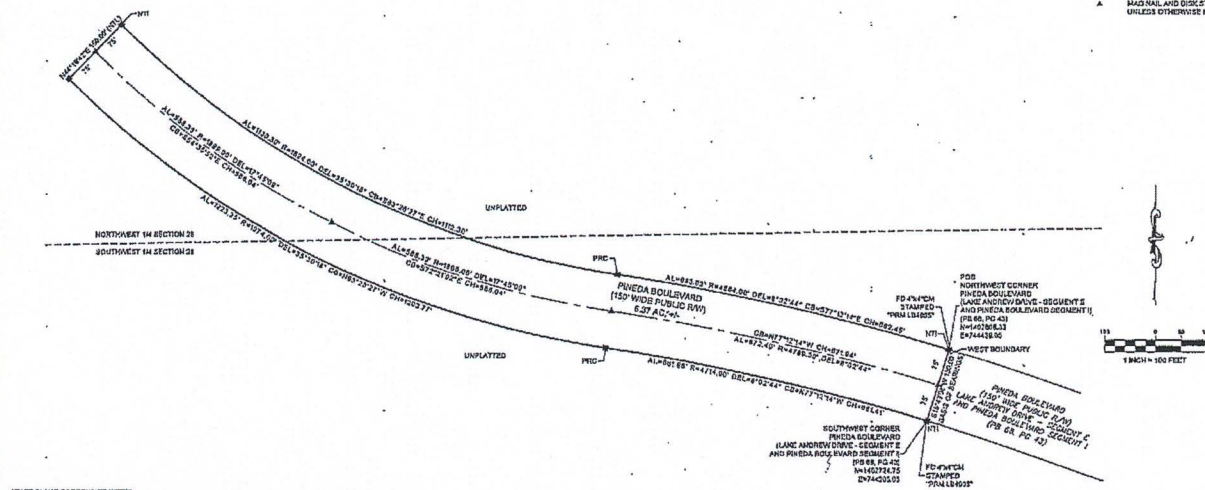
BEGIN AT THE NORTHWEST CORNER OF PINEDA BOULEVARD, ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE-SEGMENT E AND PINEDA BOULEVARD SEGMENT I, AS RECORDED IN PLAT BOOK 6, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN S14°05'00"W ALONG THE WEST BOUNDARY OF SAID PINEDA BOULEVARD, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID PINEDA BOULEVARD; AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THE CURVE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 474.83 FEET, A CENTRAL ANGLE OF 80°24'44", A CHORD BEARING OF N77°12'41"W, AND A CHORD LENGTH OF 91.14 FEET; A DISTANCE OF 88.00 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 104.20 FEET, A CENTRAL ANGLE OF 35°23'14", A CHORD BEARING OF N02°21'41"W, AND A CHORD LENGTH OF 17.87 FEET; A DISTANCE OF 103.13 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE S44°14'42"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 113.33 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 181.67 FEET, A CENTRAL ANGLE OF 127°07'41", A CHORD BEARING OF S87°27'14"E, AND A CHORD LENGTH OF 175.26 FEET; A DISTANCE OF 113.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 181.67 FEET, A CENTRAL ANGLE OF 90°24'44", A CHORD BEARING OF S77°12'41"W, AND A CHORD LENGTH OF 91.14 FEET; A DISTANCE OF 88.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES, MORE OR LESS.



LOCATION MAP

SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PREFAB SET AX INCH CONCRETE MONUMENT WITH DISK STAMPED PERM 154890, UNLESS OTHERWISE NOTED)
- ▲ PERMANENT CONTROL POINT (COP); SET SAID NAIL AND DISK STAMPED COP 154890, UNLESS OTHERWISE NOTED



STATE PLANE COORDINATE NOTES:
THE COORDINATE SYSTEM HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PREMARK 2 GPS RECEIVERS WAS PERFORMED ON 10/24/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTECH SOLUTIONS NETWORK 02. THE STATION COORDINATES WERE PLOTTED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PD	NORTHING	EASTING	ELEVATION	K LATITUDE	X LONGITUDE	CONVERSION SCALE FACTOR	CONVERSION ANGLE
CORNER AT NW CORNER	APR03	1,428,330.254	434,146.817	724.334.411	23,277.334	31°17'41.852"W	0.9999943	+10°07'18.2"
BENCHMARK GPS 1020	APR04	1,428,330.254	434,146.817	724.334.411	23,277.334	31°17'41.852"W	0.9999943	+10°07'18.2"
105 73464	APR04	1,418,482.318	431,733.430	748.651.844	22,741.925	34°15'48.327"W	0.9999933	+1°27'50.8"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTOMATIC LAND DEVELOPMENT METHOD. A PROJECT SCALE FACTOR OF 0.9999933 WAS USED TO COMPUTE GRID DISTANCES TO GRID DISTANCES. THE DISTANCES SHOWN ON THIS PLAT ARE GRID DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT GRID DISTANCES TO GROUND DISTANCES. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTES: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVISION DESCRIBED HEREIN AND WILL BE NO CIRCUMSTANCES BE SHOWN BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ABBREVIATIONS

- MINUTES/SECONDS
- LR LICENSED SURVEYOR
- OSSESS
- (NR) NOT RADIAL
- AC ACRES
- AL ANGLE LENGTH
- BCC BEGINNING OF CURVE
- CA CHORD BEARING
- CHORD LENGTH
- CON CONCRETE MONUMENT
- DEL. CENTRAL ANGLE
- EE ELEVATION
- E EAST
- END END OF CURVE

ABBREVIATIONS

- FD FOUND
- LR LICENSED SURVEYOR
- N NORTH
- NTC NOT TO SCALE
- OPR OPERATIONAL RECORDS BOOK
- PLAT BOOK
- PCF PERMANENT CONTROL POINT
- POB POINT OF BEGINNING
- PAR PARALLEL
- R RADIUS
- RAW RIGHT-OF-WAY
- S SOUTH
- SW SW
- W WEST
- WME WATER MAIN EASEMENT

ROAD PLAT BOOK 6, PAGE 48
SHEET 1 OF 1
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT, The Mayor, being the owner in his own right of the lands described in
PINEDA BOULEVARD-SEGMENT H1

hereby dedicates said lands and plat for the use and purpose of a public road and hereby dedicates the right-of-way of Pineda Boulevard as shown hereon to Brevard County for the public use of the public for roadway, drainage, sidewalks and municipal purposes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 24th day of July, 2003.

Richard M. DeLoach
Mayor, Brevard County, Florida

THE VESA COMPANY
7380 HURON ROAD, SUITE 201
MELBOURNE, FLORIDA 32940

STATE OF FLORIDA COUNTY OF BREVARD
The Surveyor hereon has acknowledged before me the above and the presence of the said Mayor, Mayor DeLoach, by Todd A. Pinyan, and Jay A. DeLoach, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the owner, who are personally known to me or have produced to me the proper evidence.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 24th day of July, 2003.

Richard M. DeLoach
Notary Public, State of Florida
My Comm. Expires July 25, 2005
Comm. No. 00246407

CERTIFICATE OF SURVEYOR

I, the undersigned, do hereby certify that the above and the presence of the said Mayor, Mayor DeLoach, by Todd A. Pinyan, and Jay A. DeLoach, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the owner, who are personally known to me or have produced to me the proper evidence.

Richard M. DeLoach
Surveyor, Brevard County, Florida
My Comm. Expires July 25, 2005
Comm. No. 00246407

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, do hereby certify that the above and the presence of the said Mayor, Mayor DeLoach, by Todd A. Pinyan, and Jay A. DeLoach, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the owner, who are personally known to me or have produced to me the proper evidence.

Richard M. DeLoach
County Surveyor, Brevard County, Florida
My Comm. Expires July 25, 2005
Comm. No. 00246407

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

I, the undersigned, do hereby certify that the above and the presence of the said Mayor, Mayor DeLoach, by Todd A. Pinyan, and Jay A. DeLoach, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the owner, who are personally known to me or have produced to me the proper evidence.

Richard M. DeLoach
Chairman, Board of County Commissioners, Brevard County, Florida
My Comm. Expires July 25, 2005
Comm. No. 00246407

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

I, the undersigned, do hereby certify that the above and the presence of the said Mayor, Mayor DeLoach, by Todd A. Pinyan, and Jay A. DeLoach, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the owner, who are personally known to me or have produced to me the proper evidence.

Richard M. DeLoach
Chairman, Board of County Commissioners, Brevard County, Florida
My Comm. Expires July 25, 2005
Comm. No. 00246407

CERTIFICATE OF PLAT

I, the undersigned, do hereby certify that the above and the presence of the said Mayor, Mayor DeLoach, by Todd A. Pinyan, and Jay A. DeLoach, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the owner, who are personally known to me or have produced to me the proper evidence.

Richard M. DeLoach
Chairman, Board of County Commissioners, Brevard County, Florida
My Comm. Expires July 25, 2005
Comm. No. 00246407

THIS PLAT PREPARED BY
B.S.E. CONSULTANTS, INC. DATE: 10/22/04
FORWARD: BREVARD COUNTY PLANNING AND ZONING DEPARTMENT
DRAWN: BREVARD COUNTY PLANNING AND ZONING DEPARTMENT
CHECKED: BREVARD COUNTY PLANNING AND ZONING DEPARTMENT
PROJECT: 11284.01

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

September 27, 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 Series 2021 Project as set forth in the 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**”), and provide special benefits to the property within the District, 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 it 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 \$2,132,396.06, 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. 41951
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 27th day of September 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: ALICIA L. MATEO
Commission No.: HH 205251
My Commission Expires: 2/14/2026

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.

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>	
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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>
<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
18109	\$6,395.41
18308	\$5,814.52
<i>Subtotal – VSD Work</i>	<i>\$56,404.02</i>

WORK PRODUCT

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Universal</u>	
00496155	\$198.00
00542680	\$1,509.20
00551116	\$431.20
00559631	\$2,394.15
00570552	\$1,741.30
00578398	\$3,427.05
00585804	\$2,803.35
00593291	\$1,402.50
<i>Subtotal – VSD Work</i>	\$13,906.75
<u>Hugh Cotton Insurance</u>	
843	\$24,147.00
<i>Subtotal – VSD Work</i>	\$24,147.00
<u>Dean Mead</u>	
390942	\$351.00
393520 (\$300.00 of \$705.00)	\$220
<i>Subtotal – VSD Work</i>	\$571.00
<u>Brevard County</u>	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$1,738.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
<i>Subtotal – VSD Work</i>	\$1,918.00
TOTALS:	\$2,132,396.06

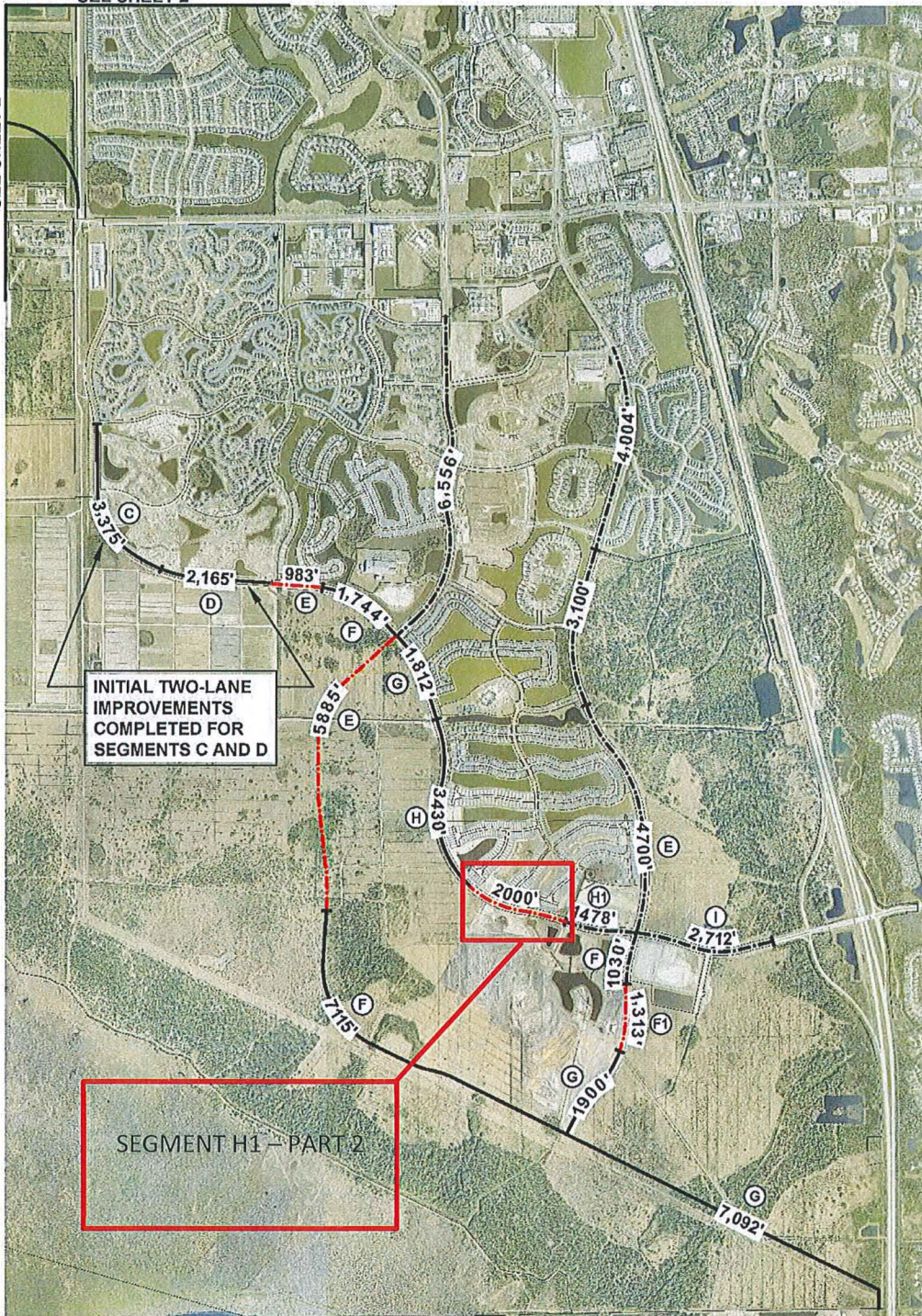
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

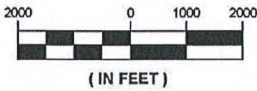
SEE SHEET 2

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 HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 728-2874 FAX: (321) 728-1150
 CERTIFICATE OF BUSINESS AUTHORIZATION: #03
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L00004903

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

REVISION #1 3/2/22

EXHIBIT B
The Plat (See Attached)



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | VIERA.com

October 18, 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 right of way being "**Pineda Boulevard-Segment H1**"). Those improvements relating to Pineda Boulevard-Segment H1 (the "**Improvements**") as well as associated plans, designs, permits, and other work product (the "**Work Product**") are more particularly set forth in the Engineer's Report (defined herein) (the "**Improvements**"), 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 treat the conveyance as a contribution in lieu of assessments as contemplated by the documents associated with the District's Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project).

The total cost of constructing the Improvements and completing the Work Product is **\$2,132,396.06**, as described in Table 1 attached hereto. The Viera Company affirms that this amount does 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>
<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
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17372	\$3,140.86
17555	\$607.15
17714	\$811.97
17951	\$12,034.67
18109	\$6,395.41
18308	\$5,814.52
<i>Subtotal – VSD Work</i>	<i>\$56,404.02</i>

WORK PRODUCT

<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Universal</u>	
00496155	\$198.00
00542680	\$1,509.20
00551116	\$431.20
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00570552	\$1,741.30
00578398	\$3,427.05
00585804	\$2,803.35
00593291	\$1,402.50
<i>Subtotal – VSD Work</i>	\$13,906.75
<u>Hugh Cotton Insurance</u>	
843	\$24,147.00
<i>Subtotal – VSD Work</i>	\$24,147.00
<u>Dean Mead</u>	
390942	\$351.00
393520 (\$220.00 of \$705.00)	\$220
<i>Subtotal – VSD Work</i>	\$571.00
<u>Brevard County</u>	
BSE11284.05-09-14-21 Lake Andrew Ext #1 & Pineda Blvd Seg. H1 Final Plat Review Fees	\$1,738.00
1605 Pineda Seg. H1 Plat Admin Fee	\$150.00
1614 Plat Fee Pineda Seg H	\$30.00
<i>Subtotal – VSD Work</i>	\$1,918.00
TOTALS:	\$2,132,396.06

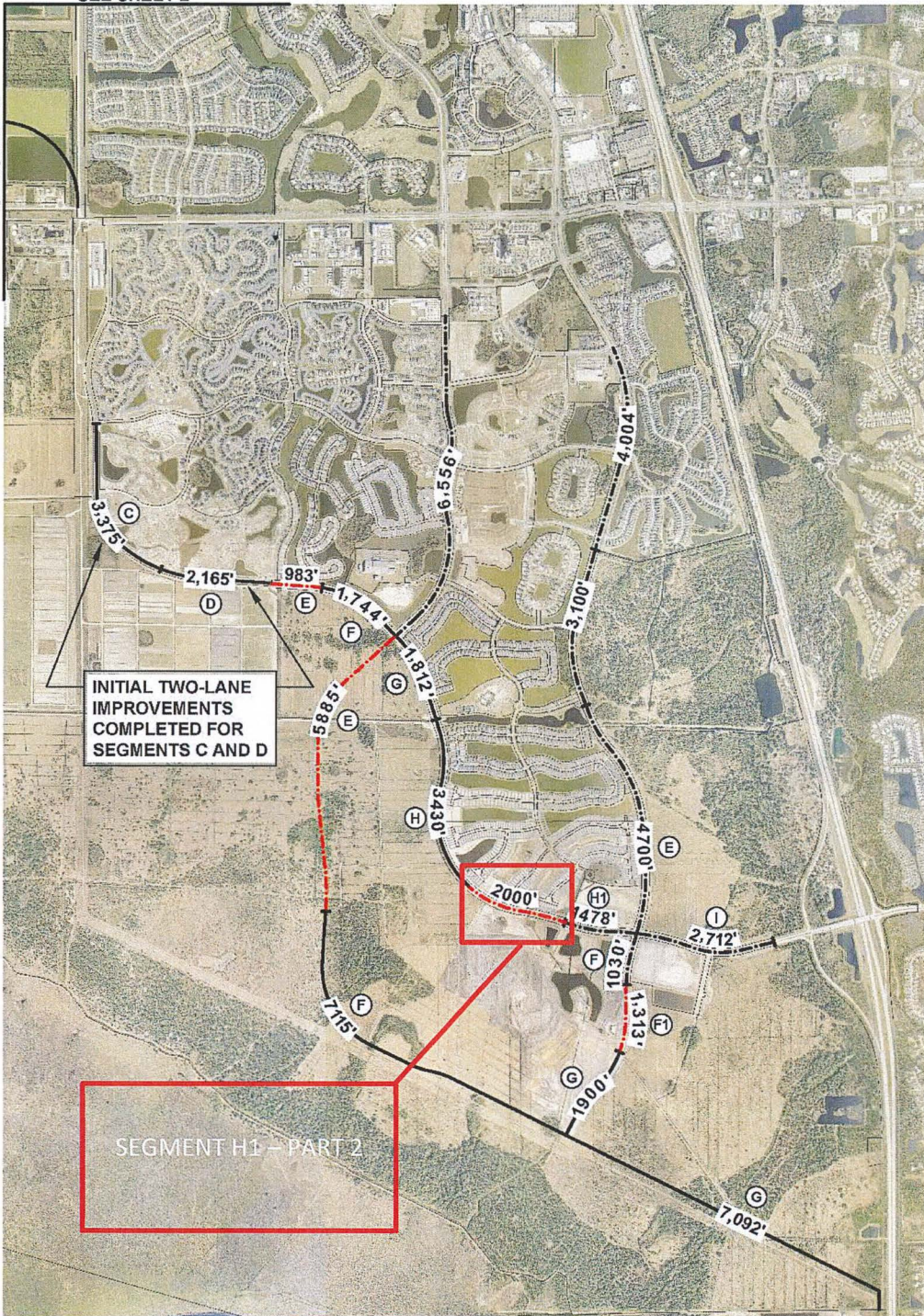
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

SEE SHEET 2

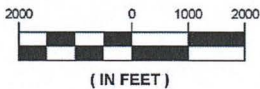
SEE SHEET 2






INITIAL TWO-LANE IMPROVEMENTS COMPLETED FOR SEGMENTS C AND D

SEGMENT H1 - PART 2

2000'



LEGEND

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

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

H:\Projects\Folder10393.01\Drawings\1039301_200_006.dwg March 2, 2022 9:01:58 AM WW

REVISION #1 3/2/22



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3474 FAX: (321) 725-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 6005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LD0004605

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

EXHIBIT B

The Plat (See attached)

**VIERA
STEWARDSHIP DISTRICT**

13GIV

DEVELOPER BILL OF SALE & ASSIGNMENT
[ACQUISITION OF STADIUM PARKWAY– SEGMENT E 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 6th day of January 2023 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, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within “Stadium Parkway Segment E” (as defined below). Stadium Parkway Segment E is more particularly depicted as “Stadium Parkway” on the Plat of STADIUM PARKWAY SEGMENT E recorded in Road Plat Book 5, Page 46, of the Public Records of Brevard County, Florida and as depicted as “Stadium Parkway Segment E” on the Village 2 Arterial Roadway Lengths Exhibit included as Schedule A attached hereto (said property being “**Stadium Parkway Segment E**”). Stadium Parkway Segment E has been improved as a 2-lane road. A copy of the Plat is included as Exhibit B.
2. **Stormwater Improvements:** All stormwater management systems in Phase 1A and Phase 2 of Stadium Parkway Segment E shown on the attached Exhibit A1, 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 Stadium Parkway Segment E.
3. **Reuse Improvements:** All reuse water systems, components and related improvements, including, but not limited to, pipes, valves, and fittings located within Stadium Parkway Segment E.
4. **Potable Water Improvements:** All potable water distribution systems, components and related improvements, including, but not limited to, pipes, valves, fire hydrants, and fittings within Stadium Parkway Segment E.
5. **Sanitary Force Main Improvements:** All sanitary force main systems, components and related improvements, including, but not limited to, pipes and valves within Stadium Parkway Segment E.

(The improvements referenced in items 1-5 above collectively being the “**Improvements.**”)

6. 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**").
7. 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 agreements related to future bond series, should the Grantee issue bonds in the future from which the costs of the Improvements and/or the Work Product may be paid, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A** or any amendment thereto approved by Grantor and Grantee.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 6th day of January 2023.

**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 6th day of January 2023 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: 10/10/2025



BENJAMIN E. WILSON
Commission # HH 140832
Expires October 10, 2025
Bonded Thru Budget Notary Services

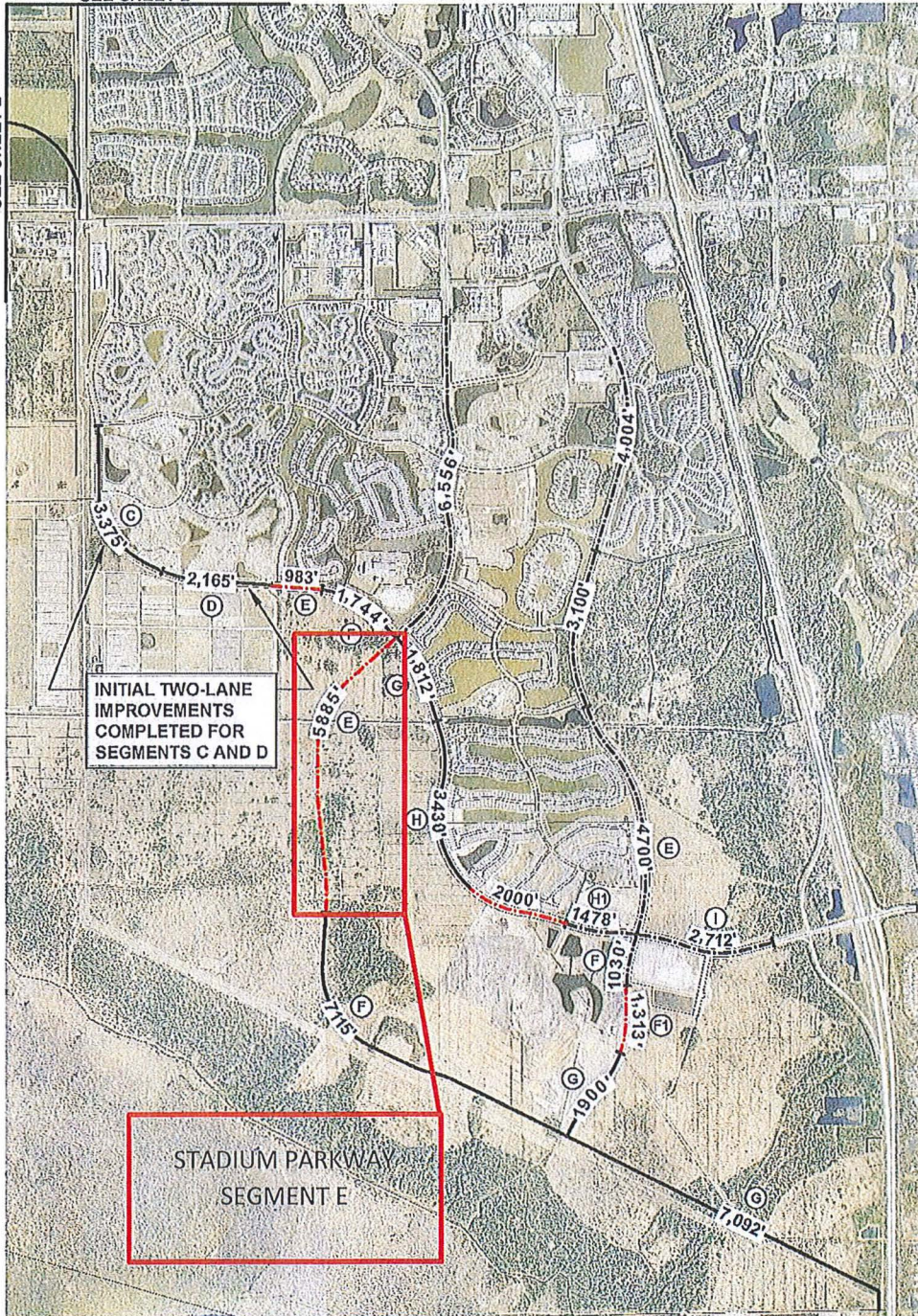
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

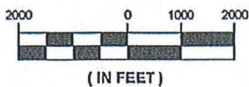
SEE SHEET 2

SEE SHEET 2



INITIAL TWO-LANE IMPROVEMENTS COMPLETED FOR SEGMENTS C AND D

STADIUM PARKWAY SEGMENT E



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 HAVENWAY CITY 201 AVENUE, SUITE 4 WELLSVILLE, FL 32091
 PHONE: (201) 775-2814 FAX: (313) 723-1153
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4053
 CERT. DATE OF FL/D SURVEYORS BUSINESS AUTHORIZATION: LD02061903

DATE: 10/18/10
 DESIGN/DRAWN: HALWFV
 DRAWING#: 1030301_201_003
 PROJECT#: 10303.01
 SHEET 1 OF 2

REVISION #1 3/2/22

EXHIBIT A1

STADIUM PARKWAY SEGMENT E INFRASTRUCTURE IMPROVMENTS

PHASING REVISIONS ER#1

(See attached)

EXHIBIT B
The Plat (See Attached)

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF STADIUM PARKWAY – SEGMENT E PUBLIC
INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

December 21, 2022

Board of Supervisors
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida)
Acquisition of Stadium Parkway – Segment E Public Infrastructure Improvements and
Work Product.

Ladies and Gentlemen:

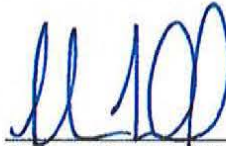
The undersigned, a representative of B.S.E. Consultants, Inc. ("**District Engineer**"), as District Engineer for the Viera Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from The Viera Company ("**Developer**") of certain 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 [Stadium Parkway Segment E 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-builts, 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, among other applicable reports related to the future bond series ("**Engineer's Report**"), and provide special benefits to the property within the District.
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 it intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The total costs associated with the Improvements and Work Product are estimated to be 9,777,953.73 , and \$7,827,232.95 has been paid to date, 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. 41951
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 27th day of December, 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: ALICIA L. MATEO
Commission No.: 417205251
My Commission Expires: 2/14/2026



EXHIBIT A
Description of Improvements – Stadium Parkway Segment E

Improvements:

Roadway Improvements: All roadways and related paving, curbs, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within Stadium Parkway Segment E. Stadium Parkway Segment E is more particularly depicted as "Stadium Parkway" on the Plat of STADIUM PARKWAY SEGMENT E recorded in Road Plat Book 5, Page 46, of the Public Records of Brevard County, Florida and as depicted as "Stadium Parkway Segment E" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (said property being "Stadium Parkway Segment E"). Stadium Parkway Segment E has been improved as a 4-lane road. A copy of the Plat is included as **Exhibit B**.

Stormwater Improvements: All stormwater management systems in Phase 1A and Phase 2 of Stadium Parkway Segment E shown on the attached Exhibit A1, 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 Stadium Parkway Segment E.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, valves, and fittings located within Stadium Parkway Segment E.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, valves, fire hydrants, and fittings within Stadium Parkway Segment E.

Sanitary Force Main Improvements: All sanitary force main systems, components and related improvements, including, but not limited to, pipes and valves within Stadium Parkway Segment E.

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>
Jon M Hall Company	
Pay App #1 (period to 10/31/21)	\$842,651.77
Pay App #2 (period to 11/30/21)	\$490,879.63
Pay App #3 (period to 12/31/21)	\$665,022.60
Pay App #4 (period to 01/30/22)	\$828,042.77
Pay App #5 (period to 02/28/22)	\$1,124,193.15
Pay App #6 (period to 03/31/22)	\$601,051.61
Pay App #7 (period to 04/30/22)	\$753,263.54
Pay App #8 (period to 05/31/22)	\$551,522.26
Pay App #9 (period to 06/30/22)	\$308,398.50
Pay App #10 (period to 07/31/22)	\$505,492.06
Pay App #11 (period to 08/31/22)	\$613,332.86
Pay App #12 (period to 09/30/22)	\$11,733.91
<i>Subtotal – VSD Work</i>	<i>\$7,295,584.66</i>
<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
B.S.E. Consultants – File #11561.01	
Invoice 16811 – Service Date September 2021	\$9,001.99
Invoice 16960 – Service Date October 2021	\$10,235.61
Invoice 17108 – November 2021	\$7,436.45
Invoice 17250 – December 2021	\$19,522.48
Invoice 17399 – January 2022	\$14,471.18
Invoice 17583 – February 2022	\$27,926.95
Invoice 17743 – March 2022	\$22,242.32
Invoice 17768 – April/May 2022	\$39,480.96
Invoice 18156 – June 2022	\$28,444.29
Invoice 18336 – July 2022	\$17,533.65
Invoice 18466 – August 2022	\$14,399.36
Invoice 18647 – September 2022	\$26,309.59
Invoice 18837 – October 2022	\$4361.14
Invoice 18700 – November 2022	\$15,242.13
<i>Subtotal – VSD Work</i>	<i>\$256,608.10</i>

Table 1 to Exhibit A – Reimbursable Costs

<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>Universal</u>	
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Invoice 00559832 12/01/21	\$1,148.13
Invoice 00570640 01/04/22	\$220.00
Invoice 00578516 02/01/22	\$3,733.13
Invoice 00585864 03/01/22	\$4,204.75
Invoice 00593346 03/31/22	\$5,685.90
Invoice 00603113 05/01/22	\$3,448.50
Invoice 00612208 06/01/22	\$2,618.00
Invoice 00621805 07/01/22	\$2,224.20
Invoice 00631162 07/31/22	\$2,606.45
Invoice 00641262 09/01/22	\$2,812.15
Invoice 00648993 10/04/22	\$198.00
Invoice 00656576 11/01/22	\$1,353.00
Invoice 00664873 12/01/22	\$250.25
<i>Subtotal – VSD Work</i>	<i>\$32,206.09</i>
<u>Hugh Cotton Insurance</u>	
Invoice #740 – 09/17/2021	\$86,808.00
Invoice #1261 – 10/10/22	\$82,943.00
<i>Subtotal – VSD Work</i>	<i>\$169,751.00</i>
<u>Dean Mead</u>	
Invoice #385279 – 06/23/21	\$134.00
Invoice #386997 – 07/27/21	\$67.00
Invoice #389508 – 09/30/21	\$137.00
<i>Subtotal – VSD Work</i>	<i>\$338.00</i>

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Invoice 11685 – 01/03/22 – Total \$5,150.00 (Seg E Total \$475.00)	\$475.00
Invoice 10866 – 11/01/21 – Total \$5,100.00 (Seg E Total \$237.50)	\$237.50
Invoice 12102 – 02/01/22 – Total \$5,925.00 (Seg E Total \$475.00)	\$475.00
Invoice 12525 – 03/01/22 – Total \$5925.00 (Seg E Total \$475.00)	\$475.00
Invoice 11298 – 12/01/21 – Total \$5,150.00 (Seg E Total \$475.00)	\$475.00
Invoice 13020 – 04/01/22 – Total \$6,375.00 (Seg E Total \$475.00)	\$475.00
Invoice 13421 – 05/02/22 – Total \$6375.00 (Seg E Total \$475.00)	\$475.00
Invoice 13782 – 06/01/22 – Total \$6225.00 (Seg E Total \$475.00)	\$475.00
Invoice 14256 – 07/01/22 – Total \$5410.00 (Seg E Total \$475.00)	\$475.00
Invoice 14640 – 08/01/22 – Total \$5350.00 (Seg E Total \$475.00)	\$475.00
Invoice 15138 – 09/01/22 – Total \$5990.00 (Seg E Total \$475.00)	\$475.00
Invoice 15588 – 10/03/22 – Total \$6075.00 (Seg E Total \$475.00)	\$475.00
Invoice 15997 – 11/01/22 – Total \$6175.00 (Seg E Total \$475.00)	\$475.00
Invoice 16380 – 12/01/22 – Total \$7,100.00 (Seg E Total \$475.00)	\$475.00
<i>Subtotal – VSD Work</i>	\$7,412.50
<u>Brevard County</u>	
Prelim Plat Application 03/22/2021	\$5,681.00
Engineering Inspection Fees 09/15/2021	\$57,212.85
Plat revision fee	\$150.00
Clerk of Courts recording fee	\$30.00
Temporary drainage easement fees	\$88.75
<i>Subtotal – VSD Work</i>	\$63,162.60
<u>FDEP</u>	
NOI Application 03/23/21	\$400.00
<i>Subtotal – VSD Work</i>	\$400.00
<u>City of Cocoa</u>	
Water Permit Application 06/17/21	\$580.00
<i>Subtotal – VSD Work</i>	\$580.00
<u>SJRWMD</u>	
ERP Application Fee	\$1,190.00
<i>Subtotal – VSD Work</i>	\$1,190.00
TOTALS:	\$7,827,232.95

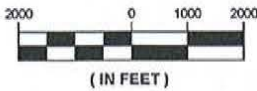
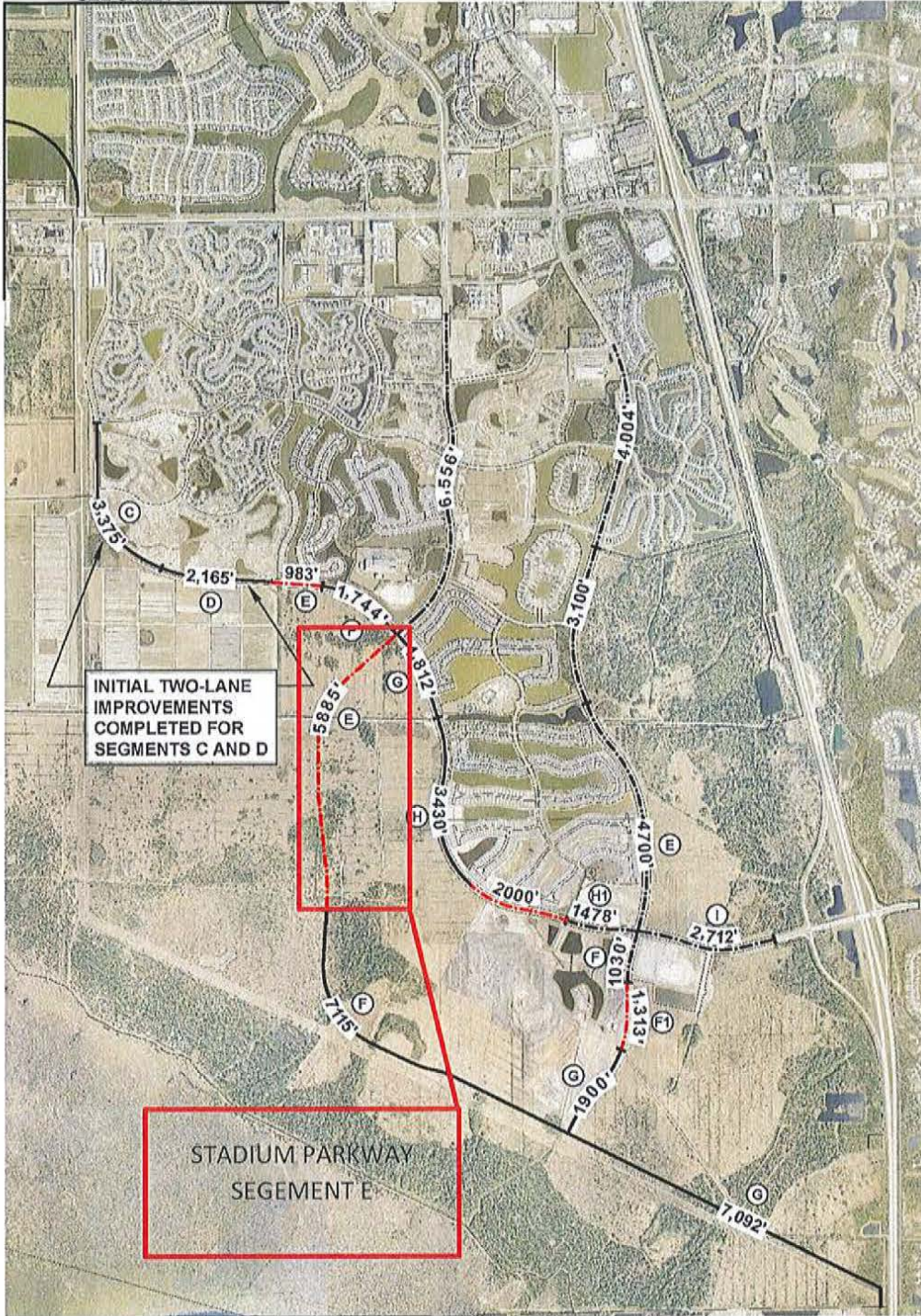
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

SEE SHEET 2

SEE SHEET 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 HARBOR CITY BOULEVARD, SUITE 4 WILMINGTON, FL 32091
 PHONE: (351) 728-2874 FAX: (351) 723-1190
 CERTIFICATE OF PROFESSIONAL AUTHORITY NO. 4005
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORITY NO. 100004053

DATE: 10/18/10
 DESIGN/DRAWN: HAL/W/V
 DRAWING# 1039301_201_005
 PROJECT# 1039301
 SHEET 1 OF 2

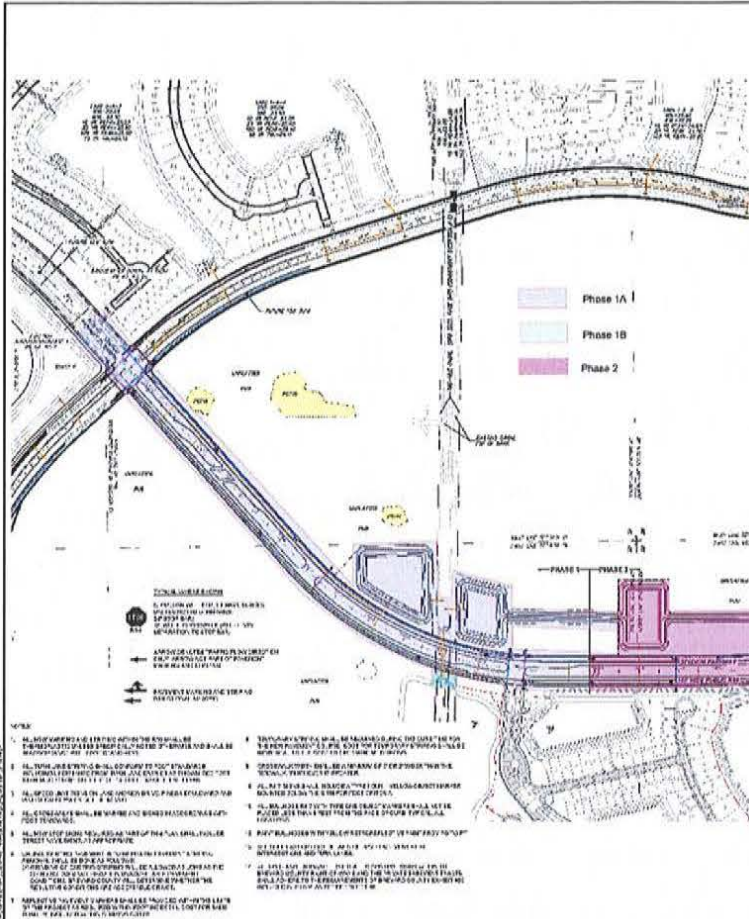
REVISION #1 3/2/22

EXHIBIT A1

STADIUM PARKWAY SEGMENT E INFRASTRUCTURE IMPROVMENTS

PHASING REVISIONS ER#1

(See attached)



PROJECT LOCATION: NOT FOR CONSTRUCTION

THIS DRAWING IS A PART OF A SET OF DRAWINGS FOR THE PROJECT AND IS NOT TO BE USED SEPARATELY FROM THE OTHER DRAWINGS.

IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ENGINEER OF RECORD.

DATE: 10/15/2014

BY: [Signature]

FOR: [Client Name]



ST. LOUIS, MISSOURI

PLANNING AND DESIGN DIVISION

1100 SOUTH MAIN STREET

ST. LOUIS, MISSOURI 63103

PHONE: (314) 241-3000

FAX: (314) 241-3001

WWW.SLMISSOURI.GOV

- Phase 1A
- Phase 1B
- Phase 2

- CONSTRUCTION NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MISSOURI EDITION, 2011.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MISSOURI EDITION, 2011.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MISSOURI EDITION, 2011.
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 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MISSOURI EDITION, 2011.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MISSOURI EDITION, 2011.

**EXHIBIT A1 – STADIUM PARKWAY – SEGMENT E
INFRASTRUCTURE IMPROVEMENTS
PHASING REVISIONS – ER#1**

PROJECT TITLE	STADIUM PARKWAY - SEGMENT E INFRASTRUCTURE IMPROVEMENTS
SHEET #	PHASING REVISIONS - ER#1
DATE	10/15/2014
BY	[Signature]
CHECKED	[Signature]
DATE	

EXHIBIT B
The Plat (See Attached)



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | VIERA.com

January 6, 2023

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 Stadium Parkway-Segment "E" 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 Stadium Parkway known as Segment E as a 2-lane road, as more particularly depicted as Stadium Parkway on the Plat of Stadium Parkway – Segment E recorded in Road Plat Book 5, Page 46, of the Public Records of Brevard County, Florida and as depicted as "Stadium Parkway Segment E" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 6,305 linear feet more or less) (said right of way being "**Stadium Parkway Segment E**"). Those improvements relating to Stadium Parkway Segment E (the "**Improvements**") as well as associated plans, designs, permits, and other work product (the "**Work Product**") are more particularly set forth in **Exhibit A** attached hereto. The Improvements are also referenced in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020 (the "**Engineer's Report**"). The Viera Company desires to convey the Improvements and the Work Product to the District with the expectation that in the event the District issues bonds in the future, The Viera Company may be reimbursed for all or part of the costs incurred by The Viera Company in connection with completion of construction of the Improvements and/or having the Work Product prepared and completed.

The total cost of constructing the Improvements and completing the Work Product is anticipated to be **\$9,777,953.73**, as described in Table 1 attached hereto, of which **\$7,827,232.95** has been paid by The Viera Company to date. The Viera Company has paid all consultants preparing the Work Product in full to date. The Viera Company has paid the contractor performing work relating to the Improvements, being Jon M. Hall Company, Inc., a Florida corporation ("**Contractor**") in full for work performed through September 30, 2022 pursuant to The Viera Company's construction contract with the Contractor dated September 28, 2021 relating to the construction of the Improvements and other improvements (the "**Contract**"). The amount paid to the Contractor under the Contract through September 30, 2022 is \$7,295,584.66 as noted in Table 1. The balance to be paid to Contractor under the Contract in connection with the completion of construction of the Improvements is approximately **\$1,950,720.78** (the "**Remaining Amount**"). The Remaining Amount is not included in the totals set forth in Table 1. The Viera Company agrees to timely make payment for the Remaining Amount due to Contractor under the Contract relating to the Improvements or any amounts that may be due to other applicable consultants relating to the Improvements or the Work Product to ensure that no liens are placed on the Improvements or the underlying real property (collectively, the "**Property**"). The Viera Company agrees to fully release, hold harmless, indemnify, and defend Viera Stewardship District for any claims, liability or costs that Viera Stewardship District may incur relating to payment of such outstanding amounts relating to the construction of the Improvements and the completion of the Work Product, as further referenced in the Affidavit or Costs Paid included in this document package.



7380 Murrell Road, Suite 201 | Viera, Florida 32940

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

The final total cost of constructing the Improvements and completing the Work Product will be finalized following certification and approval by all government entities and final completion of the work, and will not exceed the aforementioned \$9,777,953.73. Upon final completion of the work, The Viera Company will advise the District of the precise final cost of constructing the Improvements and completing the Work Product, and provide an amended Table 1 listing the various components of such final costs when that information is known. The Viera Company acknowledges that any future payment from the District shall not exceed (i) what was actually paid to create and/or construct the Improvements and complete 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, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within Stadium Parkway Segment E. Stadium Parkway Segment E is more particularly depicted as "Stadium Parkway" on the Plat of STADIUM PARKWAY-SEGMENT E recorded in Road Plat Book 5, Page 46, of the Public Records of Brevard County, Florida and as depicted as "Stadium Parkway Segment E" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (said property being "Stadium Parkway Segment E"). Stadium Parkway Segment E has been improved as a 2-lane road. A copy of the Plat is included as **Exhibit B**.

Stormwater Improvements: All stormwater management systems in Phase 1A and Phase 2 of Stadium Parkway Segment E shown on the attached Exhibit A1, 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 Stadium Parkway Segment E.

Reuse Improvements: All reuse water systems, components and related improvements, including, but not limited to, pipes, valves, and fittings located within Stadium Parkway Segment E.

Potable Water Improvements: All potable water distribution systems, components and related improvements, including, but not limited to, pipes, valves, fire hydrants, and fittings within Stadium Parkway Segment E.

Sanitary Force Main Improvements: All sanitary force main systems, components and related improvements, including, but not limited to, pipes and valves within Stadium Parkway Segment E.

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.

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Invoice #389508 -- 09/30/21	\$137.00
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Water Permit Application 06/17/21	\$580.00
<i>Subtotal – VSD Work</i>	\$580.00
SJRWMD	
ERP Application Fee	\$1,190.00
<i>Subtotal – VSD Work</i>	\$1,190.00
TOTALS:	\$7,827,232.95

EXHIBIT A1

STADIUM PARKWAY SEGMENT E INFRASTRUCTURE IMPROVMENTS

PHASING REVISIONS ER#1

(See attached)

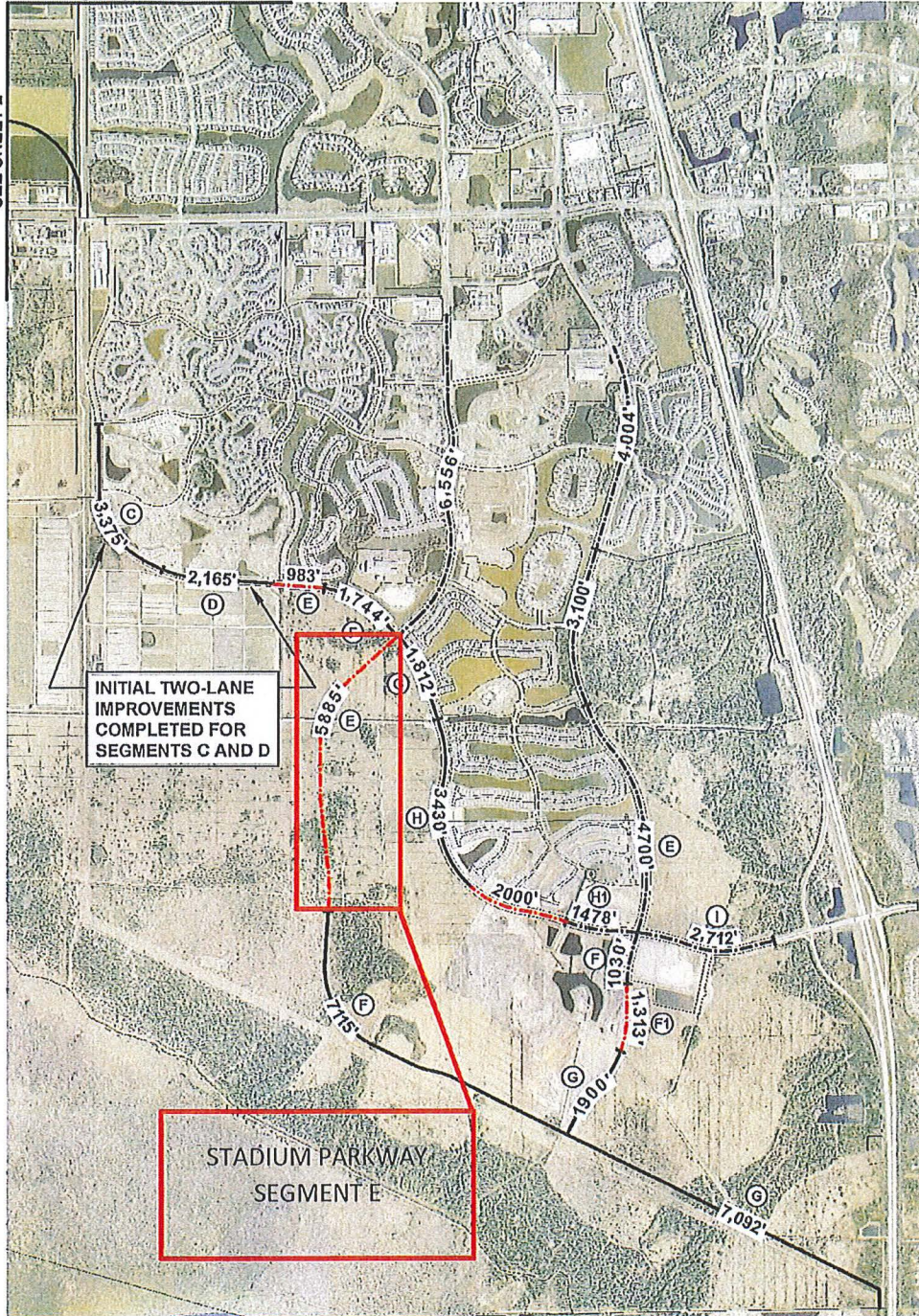
SCHEDULE A

VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT

(See attached)

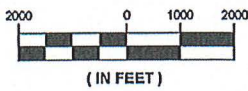
SEE SHEET 2

SEE SHEET 2



INITIAL TWO-LANE IMPROVEMENTS COMPLETED FOR SEGMENTS C AND D

STADIUM PARKWAY
SEGMENT E



LEGEND

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

**VILLAGE 2
ARTERIAL ROADWAY LENGTHS EXHIBIT**

H:\Projects\Folder1039301\Drawings\1039301_201\1039301_201_008.dwg March 2, 2022 9:01:53 AM MW

REVISION #1 3/2/22



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOUR CITY BOULEVARD, SUITE 4 WELLSBORO, FL 32201
 P: 352-475-1234 F: 352-475-1235
 CENT. FRAC. OF S.D.P. REG. AUTHORITY NO. 4001
 CERT. STATE OF FLORIDA SURVEYING LICENSE AUTHORITY 247574-100000953

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

EXHIBIT B

The Plat (See attached)

**VIERA
STEWARDSHIP DISTRICT**

13H

VIERA STEWARDSHIP DISTRICT
VIERA WILDERNESS PARK – ANNUAL UTILIZATION PROGRAM CHECKLIST - FISCAL YEAR 2023/2024

5/24/2023 Final Updated 6/7/23

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: 2023/2024		<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		Dry Season			Peak Nesting Season					Dry Season			
		VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
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, K-1E, and F1.		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" 4) Turf grass conversion will be conducted according to the Cocoa Ranch Caracara Procedure.													

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: 2023/2024		<div style="text-align: center;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div>															
HMP b	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
	Conservation Protection	VSD	ADS														
	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. VWP Stage 3 CE is anticipated in Fiscal Year 2023/2024. All Stage 3 will be Rural District except for the Conservation District by I-95 (South of the 2 mile canal). All Ranch housing located in Stage 3 will be maintained in the Rural District to facilitate the continuation of agricultural activities beneficial to the VWP.																	
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. VWP Stage 3 anticipated Management Period (CE) in Fiscal Year 2023/2024.																	
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, & D pastures/woods) CD & RD													
	Total	X		· VWP Stage 3 - ID Ranch #'s													
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). Listed species conservation area Stage 3 (and 2).																	

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: 2023/2024		<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												
4.2	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 Conservation District - Start planning burns in FY 2023, start burns in FY 2024. Burn day support fire lines and site prep with ADS support.															
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 Brazilian pepper control to continue in VWP Stage 2 in FY 2023/2024. J4, I-2, and M-2 mechanical - continue using mechanical mulching for Brazilian Pepper removal. ADS using ECOR as a Contractor to continue to spray cogon grass in Stage 2. Truck/ATV spray climbing fern in VWP Stage 2 in J4 Woods canals. ADS to continue to control/spray Brazilian Pepper in SHCP # 3, 4, and 6 (rural district). Targeted spraying of exotic species in area by I-95 north of D-2N by VSD. Canals will be cleared of any plant congestion limiting flow. In 2024, mechanical management of Brazilian pepper and cogon spraying removal in E-1 and D-1 woods. VWP Stage 3 roller chopping to improve woods for rough grazing.															

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: 2023/2024		<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													
b	Timber Management															
	Cabbage palm harvest		X													
	Timber harvest		X													
	Canopy thinning															
Comments: 1) Cabbage palm harvest to continue in 3-4 weeks 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. After Stage 3 is placed under easement, ADS may timber in the H-1 and H-9 woods (RD) for expanded pasture.																
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 (F-1W, 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, 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. Note: Pasture seeding will continue in rural areas, as needed. Pasture to turf grass conversion. Curtain burning piles in RD. Mulch in the E1 and D1 woods starting in Fiscal Year 2024.																
4.4	Hydrological Enhancement															
	Applicable to Conservation District only															
	Wetland enhancement	X														
	Filling ditches	X														
Comments: Evaluate southern perimeter canal for management . ADS to follow up with VSD District Engineer.																

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: 2023/2024		<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												
4.5	Cattle Grazing and Other Agricultural Practices														
a	Cattle Grazing and Management		X												
	Comments: Continued improved pasture expansion in the VWP Stage 2 and 3 Rural Districts and SHCPs as needed to offset pasture lost in development areas. PCT designations in VWP Stage 1 & 2 Rural District (RD) will be removed from the sketch plans and be allowed to be cleared for more cattle grazing (listed SPP habitat), if needed by ADS. An overall PCT Map of the VWP Stages showing PCT in the Conservation District only, will be provided to the District Engineer for the Village 3 Sketch Plan.														
b	Swale maintenance - Outside of Owl nesting season	X													
	Ditch maintenance		X												
	Comments: Plow swales in Stage 1, 2, and 3 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: 2023/2024		<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												
4.6	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. Monitoring points for stage 3 to be determined in FY 24.															
b	Hydrologic and Vegetative														
	Establish additional PMP's as required by permit	X													
	Take photos as required by permit	X													
Comments: 1) VBOP MP reduced maintenance of artificial burrows and reporting after 5 years (last year was 2021). VBOP monitoring has ended in accordance with the applicable FWC permit/conservation easement. VBOP status shall be reported in the Biennial Report.															
c	Crested Caracara														
	Cocoa Ranch Caracara Procedure		X												
Comments: Continuing implementation of Caracara Procedure - nest in F-1W on County property with zones extending onto and will be avoided during nesting season for turf grass conversion. After conversion, turf grass operations will be performed according to the Caracara Ranch Procedures. Caracara procedure will be reviewed for compatibility with VWP Ag Operations after conversion is complete. Agricultural chemicals used will be assessed for special wildlife considerations.															
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 performed during nesting seasons. New bald eagle nest located in VWP Stage 1 continues to appear active. Ranch to follow Bald Eagle management guidelines during operations.															

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: 2023/2024		<div style="text-align: center;"> ----- Peak Nesting Season ----- ----- Dry 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												
4.7	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 drainage canals in E1/D1 woods to be added to VSD canal maintenance map after initial cleaning. 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: 2023/2024		<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												
c	Wildlife Management														
	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		To prepare residents for prescribed fire and PCT management.											
"Comment" pages attached: _____ ADS and _____ VSD															
1) Submitted by: _____, VSD Environmental Professional Signature: <u>Bill Lites</u> Dated: <u>May 22, 2023</u> 2) ADS confirmation: <u>Wlater A. Duda Jr., Senior Vice president</u> Signature: <u>Wlater A. Duda Jr.</u> Dated: <u>June 6, 2023</u> 3) Approved by VSD: <u>Todd J Pokrywa</u> , VSD Board Chair Signature: <u>Todd J Pokrywa</u> Dated: <u>June 7, 2023</u>															

**VIERA
STEWARDSHIP DISTRICT**

14

RESOLUTION 2023-05

A RESOLUTION OF THE VIERA STEWARDSHIP DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2023/2024 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Brevard County.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of June, 2023.

Attest:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

VIERA STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2023	Regular Meeting	__:__ AM/PM
November __, 2023	Regular Meeting	__:__ AM/PM
December __, 2023	Regular Meeting	__:__ AM/PM
January __, 2024	Regular Meeting	__:__ AM/PM
February __, 2024	Regular Meeting	__:__ AM/PM
March __, 2024	Regular Meeting	__:__ AM/PM
April __, 2024	Regular Meeting	__:__ AM/PM
May __, 2024	Regular Meeting	__:__ AM/PM
June __, 2024	Regular Meeting	__:__ AM/PM
July __, 2024	Regular Meeting	__:__ AM/PM
August __, 2024	Regular Meeting	__:__ AM/PM
September __, 2024	Regular Meeting	__:__ AM/PM

**VIERA
STEWARDSHIP DISTRICT**

15

Viera Stewardship District
ANNUAL FINANCIAL REPORT
September 30, 2022

Viera Stewardship District
ANNUAL FINANCIAL REPORT

September 30, 2022

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Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

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

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Viera Stewardship District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements 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, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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; and for 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.

To the Board of Supervisors
Viera Stewardship District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

To the Board of Supervisors
Viera Stewardship District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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 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 6, 2023 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 6, 2023

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

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, 2022**

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, 2022.

- ◆ The District's total assets were exceeded by total liabilities by \$(20,234,141) (net position). Unrestricted net position for Governmental Activities was \$(20,350,640). Net investment in capital assets for Governmental Activities was \$116,499.
- ◆ Governmental activities revenues totaled \$679,075 while governmental activities expenses totaled \$2,052,876.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

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	
	2022	2021
Current assets	\$ 217,600	\$ 288,720
Restricted assets	1,920,827	-
Capital assets	2,402,276	108,505
Total Assets	4,540,703	397,225
Current liabilities	378,709	19,257,565
Non-Current liabilities	24,396,135	-
Total Liabilities	24,774,844	19,257,565
Net position-net investment in capital assets	116,499	108,505
Net position-unrestricted	(20,350,640)	(18,968,845)
Total Net Position	\$ (20,234,141)	\$ (18,860,340)

The increase in restricted assets is related to the issuance of long-term debt in the current year.

The decrease in current liabilities and the increase in non-current liabilities are related to the issuance of long-term debt to retire the developer advance in the current year.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

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	
	2022	2021
Program Revenues		
Charges for services	\$ 599,095	\$ 489,194
General Revenues		
Intergovernmental revenues	46,462	35,878
Miscellaneous revenues	27,382	900
Investment earnings	6,136	237
Total Revenues	<u>679,075</u>	<u>526,209</u>
Expenses		
General government	114,494	126,072
Physical environment	551,440	513,795
Interest and other charges	1,386,942	3,190
Total Expenses	<u>2,052,876</u>	<u>643,057</u>
Conveyance of assets	<u>-</u>	<u>(19,143,688)</u>
Change in Net Position	(1,373,801)	(19,260,536)
Net Position - Beginning of Year	<u>(18,860,340)</u>	<u>400,196</u>
Net Position - End of Year	<u>\$ (20,234,141)</u>	<u>\$ (18,860,340)</u>

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

The increase in physical environment is mainly related to the increase in aquatic weed control expenses in the current year.

The increase in interest and other charges is related to the issuance of long-term debt in the current year.

The conveyance of assets was related to infrastructure conveyed to another governmental entity in the prior year.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

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, 2022 and 2021.

Description	Governmental Activities	
	2022	2021
Construction in progress	\$ 2,298,421	\$ -
Infrastructure	139,505	139,505
Accumulated depreciation	(35,650)	(31,000)
Total Capital Assets (Net)	\$ 2,402,276	\$ 108,505

During the year, depreciation totaled \$4,650 and additions to construction in progress were \$2,298,421.

General Fund Budgetary Highlights

The budget exceeded actual governmental expenditures primarily because wetland/habitat and streetlight expenditures were less than anticipated.

The September 30, 2022 budget was amended to increase special assessment revenues.

Debt Management

Governmental Activities debt includes the following:

In November 2021, the District issued \$23,865,000 Special Assessment Revenue Bonds, Series 2021. The Bonds were issued to finance the cost of acquisition, installation, and equipping of a portion of the 2021 Project. As of September 30, 2022, the balance outstanding was \$23,865,000.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Viera Stewardship District does not expect any economic factors to have any significant effect on the financial position of operations of the District in fiscal year 2023.

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, 2022

	Governmental Activities
ASSETS	
Current Assets:	
Cash	\$ 151,254
Assessments receivable	1,030
Due from developer	251
Due from other governments	19,980
Due from others	33,402
Prepaid expenses	11,683
Total Current Assets	217,600
Non-current Assets:	
Restricted Assets	
Investments	1,920,827
Capital assets not being depreciated:	
Construction in progress	2,298,421
Capital assets being depreciated:	
Infrastructure	139,505
Less: accumulated depreciation	(35,650)
Total Non-current Assets	4,323,103
Total Assets	4,540,703
LIABILITIES	
Current Liabilities	
Accounts payable	31,102
Accrued interest	347,607
Total Current Liabilities	378,709
Non-Current Liabilities	
Bonds payable, net	24,396,135
Total Liabilities	24,774,844
NET POSITION	
Net investment in capital assets	116,499
Unrestricted	(20,350,640)
Total Net Position	\$ (20,234,141)

See accompanying notes to financial statements.

**Viera Stewardship District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022**

<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	\$ (114,494)	\$ 103,727	\$ (10,767)
Physical environment	(551,440)	495,368	(56,072)
Interest and other charges	<u>(1,386,942)</u>	<u>-</u>	<u>(1,386,942)</u>
Total Governmental Activities	<u>\$ (2,052,876)</u>	<u>\$ 599,095</u>	<u>(1,453,781)</u>
General Revenues:			
			46,462
			27,382
			<u>6,136</u>
			<u>79,980</u>
			(1,373,801)
			<u>(18,860,340)</u>
			<u>\$ (20,234,141)</u>

See accompanying notes to financial statements.

**Viera Stewardship District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2022**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	\$ 151,254	\$ -	\$ 151,254
Assessments receivable	1,030	-	1,030
Due from developer	251	-	251
Due from other governments	19,980	-	19,980
Due from others	33,402	-	33,402
Due from other funds	3,190	-	3,190
Prepaid expenses	11,683	-	11,683
Restricted assets			
Investments, at fair value	-	1,920,827	1,920,827
Total Assets	\$ 220,790	\$ 1,920,827	\$ 2,141,617
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities			
Accounts payable	\$ 31,102	\$ -	\$ 31,102
Due to other funds	-	3,190	3,190
Total Liabilities	31,102	3,190	34,292
 Deferred inflows of resources			
Unavailable revenues	46,762	-	46,762
 Fund Balances			
Nonspendable-prepaid expenses	11,683	-	11,683
Restricted for debt service	-	1,917,637	1,917,637
Unassigned	131,243	-	131,243
Total Fund Balance	142,926	1,917,637	2,060,563
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 220,790	\$ 1,920,827	\$ 2,141,617

See accompanying notes to financial statements.

Viera Stewardship District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2022

Total Governmental Fund Balances	\$ 2,060,563
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, including infrastructure, \$139,505, and construction in progress, \$2,298,421, net of accumulated depreciation, \$(35,650), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	2,402,276
Liabilities, including bonds payable, \$(23,865,000), net of bond premium, net, \$(531,135) are not due and payable in the current period and therefore, are not reported at the fund level.	(24,396,135)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	(347,607)
At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level.	<u>46,762</u>
Net Position of Governmental Activities	<u><u>\$ (20,234,141)</u></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, 2022

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 599,095	\$ -	\$ -	\$ 599,095
Intergovernmental revenues	26,482	-	-	26,482
Miscellaneous revenues	600	-	-	600
Investment earnings	-	6,136	-	6,136
Total Revenues	<u>626,177</u>	<u>6,136</u>	<u>-</u>	<u>632,313</u>
Expenditures				
Current				
General government	114,494	-	-	114,494
Physical environment	546,790	-	-	546,790
Capital outlay	-	-	2,298,421	2,298,421
Debt Service				
Principal	-	-	19,143,688	19,143,688
Interest	-	375,416	-	375,416
Other	-	679,115	-	679,115
Total Expenses	<u>661,284</u>	<u>1,054,531</u>	<u>21,442,109</u>	<u>23,157,924</u>
Excess of revenues over/(under) expenditures	(35,107)	(1,048,395)	(21,442,109)	(22,525,611)
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	2,422,891	21,442,109	23,865,000
Bond premium	-	546,331	-	546,331
Total other financing sources/(uses)	<u>-</u>	<u>2,969,222</u>	<u>21,442,109</u>	<u>24,411,331</u>
Net change in fund balances	(35,107)	1,920,827	-	1,885,720
Fund Balances - October 1, 2021	<u>178,033</u>	<u>(3,190)</u>	<u>-</u>	<u>174,843</u>
Fund Balances - September 30, 2022	<u>\$ 142,926</u>	<u>\$ 1,917,637</u>	<u>\$ -</u>	<u>\$ 2,060,563</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, 2022

Net Change in Fund Balances - Total Governmental Funds \$ 1,885,720

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 that capital outlay, \$2,298,421, exceeded depreciation, \$(4,650) in the current year.

2,293,771

The issuance of long-term debt and bond premium are recognized as an other financing source at the fund level, however, it increases liabilities at the government-wide level

(24,411,331)

Payments of developer advances are recognized as expenditures at the fund level, however, they reduce long-term liabilities at the government-wide level.

19,143,688

Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.

(347,607)

Bond premium is amortized as interest over the life of the associated long term debt as interest. This is the amount of the current year amortization

15,196

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 unavailable revenue.

46,762

Change in Net Position of Governmental Activities

\$ (1,373,801)

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, 2022

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 580,967	\$ 598,507	\$ 599,095	\$ 588
Intergovernmental revenues	-	-	26,482	26,482
Miscellaneous revenues	35,878	35,878	600	(35,278)
Investment earnings	400	400	-	(400)
Total Revenues	<u>617,245</u>	<u>634,785</u>	<u>626,177</u>	<u>(8,608)</u>
Expenditures				
Current				
General government	126,017	126,017	114,494	11,523
Physical environment	549,715	549,715	546,790	2,925
Capital outlay	100	100	-	100
Total Expenditures	<u>675,832</u>	<u>675,832</u>	<u>661,284</u>	<u>14,548</u>
Net change in fund balances	(58,587)	(41,047)	(35,107)	5,940
Fund Balances - October 1, 2021	<u>58,587</u>	<u>41,047</u>	<u>178,033</u>	<u>136,986</u>
Fund Balances - September 30, 2022	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 142,926</u>	<u>\$ 142,926</u>

See accompanying notes to financial statements.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

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, 2022

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, 2022**

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, 2022

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.

Capital Projects Fund – Accounts for the proceeds from Long-Term debt issued in 2021 for the acquisition or construction of major infrastructure within the District.

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, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, 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, 2022.

b. Capital Assets

Capital assets, which include construction in progress and 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, 2022**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, 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, 2022, the District's bank balance was \$151,267 and the carrying value was \$151,254. 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.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2022, the District had the following investments and maturities:

Investments	Maturities	Fair Value
First American Treasury Oblig Fd Cl Y	9 days*	\$ 1,920,827

* Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

As of September 30, 2022, the District's investment in First American Treasury Obligation Fund Class Y is a Level 1 asset.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments in commercial paper are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2022, the District's investment in First American Treasury Obligation Fund Class Y was rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE C – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2021-2022 fiscal year were levied in October 2021. 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, 2022 was as follows:

	Balance October 1, 2021	Additions	Deletions	Balance September 30, 2022
<u>Governmental Activities:</u>				
Capital assets				
Construction in progress	\$ -	\$ 2,298,421	\$ -	\$ 2,298,421
Infrastructure	139,505	-	-	139,505
Less accumulated depreciation for:				
Infrastructure	<u>(31,000)</u>	<u>(4,650)</u>	<u>-</u>	<u>(35,650)</u>
Governmental Activities Capital Assets	<u>\$ 108,505</u>	<u>\$ 2,293,771</u>	<u>\$ -</u>	<u>\$ 2,402,276</u>

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

NOTE E – LONG-TERM DEBT

The following is a summary of activity in the long-term debt account group of the District for the period ended September 30, 2022:

Long-term debt at October 1, 2021	\$ -
Issuance of long-term debt	<u>23,865,000</u>
Long-term debt at September 30, 2022	\$ 23,865,000
Bond premium, net	<u>531,135</u>
Bonds Payable, Net at September 30, 2022	<u>\$ 24,396,135</u>

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE E – LONG-TERM DEBT (CONTINUED)

Long-term debt is comprised of the following:

Special Assessment Revenue Refunding Bonds

\$23,865,000 Special Assessment Revenue Bonds, Series 2021 due in annual principal installments, beginning May 1, 2024. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2022, at rates ranging from 2.30% to 4.00% with a maturity date of May 1, 2053.

	<u>\$ 23,865,000</u>
Bonds payable	\$ 23,865,000
Bonds premium, net	<u>531,135</u>
Bonds payable, net	<u>\$ 24,396,135</u>

The annual requirements to amortize the principal and interest of the bonded debt outstanding as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ -	\$ 834,258	\$ 834,258
2024	490,000	834,258	1,324,258
2025	500,000	822,988	1,322,988
2026	515,000	811,488	1,326,488
2027	525,000	799,643	1,324,643
2028-2032	2,865,000	3,768,895	6,633,895
2033-2037	3,335,000	3,312,063	6,647,063
2038-2042	3,905,000	2,756,750	6,661,750
2043-2047	4,695,000	1,985,400	6,680,400
2048-2052	5,740,000	966,000	6,706,000
2053	1,295,000	51,800	1,346,800
Totals	<u>\$ 23,865,000</u>	<u>\$ 16,943,543</u>	<u>\$ 40,808,543</u>

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE E – LONG-TERM DEBT (CONTINUED)

Significant Bond Provisions

The Series 2021 Bonds are subject to optional redemption prior to maturity at the option of the District, in whole or in part, on any day on or after May 1, 2031 at the redemption price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest at the redemption date. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the respective Bond Registrar if certain events occurred as outlined in the respective Trust Indenture.

The Trust Indentures established certain amounts be maintained in a reserve account. In addition, the Trust Indentures have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, are as follows:

1. Series 2021 Reserve Fund – The 2021 Reserve Account was funded from the proceeds of the Series 2021 Bonds in an amount equal to fifty percent of the maximum annual debt service requirement for all outstanding Series 2021 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	Reserve Balance	Reserve Requirement
Series 2021 Special Assessment Revenue Bonds	\$ 660,753	\$ 660,753

NOTE F – 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, 2022

NOTE G – 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 H – 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, 2022, two board members are affiliated with the Developer or a related entity.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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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, as listed in the table of contents, of Viera Stewardship District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 6, 2023.

Report on 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 or significant deficiencies may exist that have not been identified.

To the Board of Supervisors
Viera Stewardship District

Report on 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 6, 2023



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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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, 2022, and have issued our report thereon dated June 6, 2023.

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 XX, 2023, 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 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, 2022.

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: 2
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$88,401
- 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, 2021, 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 amended, see below.

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:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund, \$12.73 - \$541.69.
- 2) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was \$599,095.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: Bonds outstanding as of September 30, 2022, were Series 2021 \$23,865,000 matures May 2053.

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 580,967	\$ 599,095	\$ 18,128
Intergovernmental revenues	-	26,482	26,482
Investment income	400	-	(400)
Miscellaneous revenues	35,878	600	(35,278)
Total Revenues	<u>617,245</u>	<u>626,177</u>	<u>8,932</u>
Expenditures			
Current			
General government	126,017	114,494	11,523
Physical environment	549,715	546,790	2,925
Capital outlay	100	-	100
Total Expenditures	<u>675,832</u>	<u>661,284</u>	<u>14,548</u>
Net changes in fund balance	<u>(58,587)</u>	<u>(35,107)</u>	<u>23,480</u>
Fund Balances - October 1, 2021	<u>58,587</u>	<u>178,033</u>	<u>119,446</u>
Fund Balances - September 30, 2022	<u>\$ -</u>	<u>\$ 142,926</u>	<u>\$ 142,926</u>

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.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Viera Stewardship District

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 6, 2023



**Berger, Toombs, Elam,
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

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

We have examined Viera Stewardship District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2022. Management is responsible for Viera Stewardship District's compliance with those requirements. Our responsibility is to express an opinion on Viera Stewardship District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Viera Stewardship District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Viera Stewardship District's compliance with the specified requirements.

In our opinion, Viera Stewardship District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

*Berger Toombs Elam
Gaines + Frank*

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

June 6, 2022

**VIERA
STEWARDSHIP DISTRICT**

16

RESOLUTION 2023-06

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, 2022

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 2022;

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

1. The Audited Annual Financial Report for Fiscal Year 2022, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2022, for the period ending September 30, 2022; and
2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2022 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 13th day of June, 2023.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**VIERA
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023**

**VIERA
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2023**

	General Fund	Debt Service Fund Series 2021	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS				
Cash	\$ 596,648	\$ -	\$ -	\$ 596,648
Investments				
Revenue	-	10,356	-	10,356
Reserve	-	660,753	-	660,753
Capitalized interest	-	860,975	-	860,975
Cost of issuance	-	2,610	-	2,610
Assessments receivable	998	-	-	998
Due from Landowner	251	-	-	251
Due from debt service fund	3,190	-	-	3,190
Due from other	46,761	-	-	46,761
Total assets	<u>\$ 647,848</u>	<u>\$ 1,534,694</u>	<u>\$ -</u>	<u>\$ 2,182,542</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 217	\$ -	\$ -	\$ 217
Due to general fund	-	3,190	-	3,190
Total liabilities	<u>217</u>	<u>3,190</u>	<u>-</u>	<u>3,407</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	36,472	-	-	36,472
Unearned revenue	33,302	-	-	33,302
Total deferred inflows of resources	<u>69,774</u>	<u>-</u>	<u>-</u>	<u>69,774</u>
Fund balances:				
Restricted for:				
Debt service	-	1,531,504	-	1,531,504
Unassigned	577,857	-	-	577,857
Total fund balances	<u>577,857</u>	<u>1,531,504</u>	<u>-</u>	<u>2,109,361</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 647,848</u>	<u>\$ 1,534,694</u>	<u>\$ -</u>	<u>\$ 2,182,542</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 7,085	\$ 624,840	\$ 626,256	100%
Assessment levy: off-roll	15,429	77,986	129,160	60%
Lot closing assessments	-	1,349	-	N/A
Canal maintenance agreement Viera East CDD 1	-	-	9,990	0%
Canal maintenance agreement Central Viera CA	-	-	26,482	0%
Landowner contribution	16,524	16,524	-	N/A
Interest & miscellaneous	-	600	1,000	60%
Total revenues	<u>39,038</u>	<u>721,299</u>	<u>792,888</u>	91%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	2,153	0%
Management/recording/accounting	4,000	28,000	48,000	58%
Legal	1,434	6,765	30,000	23%
Engineering	410	410	10,000	4%
Ecologist	-	-	10,000	0%
Audit	-	-	5,200	0%
Dissemination agent / series 2021	83	583	1,000	58%
DSF accounting / series 2021	-	-	5,000	0%
Trustee / series 2021	-	4,246	5,000	85%
Arbitrage rebate calculation / series 2021	-	-	500	0%
Assessment roll preparation	417	2,917	-	N/A
Insurance	-	11,683	12,000	97%
Legal advertising	-	682	3,000	23%
Printing & binding	8	58	100	58%
Telephone	8	58	100	58%
Postage	-	-	250	0%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	-	705	0%
Website ADA compliance	-	-	210	0%
Contingencies / bank charges	-	-	900	0%
Property appraiser	-	2,281	2,281	100%
Tax collector	141	12,483	13,047	96%
Contingency	-	-	20,144	0%
Total administrative	<u>6,501</u>	<u>70,341</u>	<u>169,765</u>	41%
Field Management Operations				
Field manager	417	2,917	5,000	58%
O&M accounting	-	-	5,000	0%
Total field management operations	<u>417</u>	<u>2,917</u>	<u>10,000</u>	29%
Maintenance -- Platted Lots/Subdivisions				
Aquatic weed control for drainage system	16,999	125,098	199,208	63%
PCT area maintenance	-	1,485	5,000	30%

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Street lighting	9,584	63,938	138,320	46%
Subdivision contingency	-	1,675	3,000	56%
Total maintenance - platted lots/subdivions	<u>26,583</u>	<u>192,196</u>	<u>345,528</u>	56%
Maintenance -- Environmental (District-wide)				
Aquatic weed control and maintenance for canals	-	19,775	138,095	14%
Inspections and miscellaneous work by ecologist	4,077	4,077	10,000	41%
Wetland/habitat maintenance in VWP, Stage 1	-	-	6,000	0%
Wetland/habitat maintenance in VWP, Stage 2	2,054	4,587	100,000	5%
Burrowing owl preserve and bald eagle conservation easement	-	-	9,500	0%
District-wide contingency	-	2,765	4,000	69%
Total maintenance - environmental (District-wide)	<u>6,131</u>	<u>31,204</u>	<u>267,595</u>	12%
Total expenditures	<u>39,632</u>	<u>296,658</u>	<u>792,888</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	(594)	424,641	-	
Fund balances - beginning	578,451	153,216	61,750	
Fund balances - ending	<u>\$ 577,857</u>	<u>\$ 577,857</u>	<u>\$ 61,750</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Interest	\$ 5,392	\$ 30,995	\$ -	N/A
Total revenues	<u>5,392</u>	<u>30,995</u>	<u>-</u>	N/A
EXPENDITURES				
Debt Service				
Interest	-	417,129	834,258	50%
Total expenditures	<u>-</u>	<u>417,129</u>	<u>834,258</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	5,392	(386,134)	(834,258)	
Fund balances - beginning	1,526,112	1,917,638	1,914,738	
Fund balances - ending	<u>\$1,531,504</u>	<u>\$1,531,504</u>	<u>\$1,080,480</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2023**

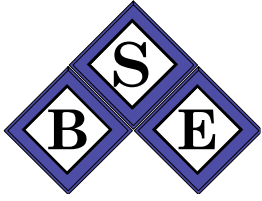
	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 OTHER FINANCING SOURCES/(USES)		
Bond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

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS B**

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS BI**



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

Memorandum:

DATE: June 12, 2023

TO: Craig Wrathell

CC: Todd J. Pokrywa, Jay Decator, Lauren Gentry, Jennifer Kilinski and Daphne Gillyard

FROM: Hassan Kamal, P.E.

Re: *Viera Stewardship District – Annual Stormwater Inspections / Hurricane Season Preparedness
B.S.E. File #11198*

As the Engineer for the Viera Stewardship District, I wanted to document our standard practices for inspection of the primary drainage facilities that serve the District lands. Our inspection efforts are generally divided into three (3) categories as described below:

PRE-HURRICANE SEASON INSPECTIONS:

Prior to the start of hurricane season, our office completes visual inspections of the primary conveyance canals and discharge structures that provide for drainage of the District property. This inspection is typically done in mid-April or early May and involves the following:

- a. Evaluation of existing development/recent construction to ensure that any new facilities constructed since previous years inspection are included in current year inspections.
- b. Review of all primary outfall canals, starting from the western most outfall structures and extending westward to the outfall on SJRWMD property. Canals are evaluated to insure there are no obstructions, all pipe crossings are clear of any obstructions, any excessive bank erosion is noted and vegetative growth along the canal banks or canals bottoms doesn't adversely impact the canal capacity.

Our inspections during April of 2023 did not indicate any issues that warranted immediate actions. The ongoing canal maintenance program between the VSD and ADS has been effective in maintaining the canal system.

- c. Inspection of primary discharge structures involves site visits to each structure, insuring there are no obstructions or blockages within the structure and that the discharge facilities are clean and functioning

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as intended. In addition, if not covered by water levels, the upstream and downstream pipes from each structure is checked for obstructions. Lake or Canal banks at each structure are evaluated to ensure no excess vegetation is present that could potentially block or impede flows to or through the discharge structure. Our inspections of the primary discharge structures during April of 2023 confirmed that all structures were functioning properly and there were no visible obstructions or damage to these facilities.

PRE-STORM INSPECTIONS:

Once a tropical storm/hurricane is projected to possibly impact the central east coast of Florida, BSE staff completes inspections of the primary canals and discharge structures as outlined in (b) and (c) of the pre-hurricane session inspections. If conditions are observed that are detrimental to the function of the canals or structures, we would attempt to secure the services of a local contractor to rectify the conditions prior to the storm or at least implement other measures that would mitigate any potential adverse impacts due to a decreased function of the stormwater facilities.

POST-STORM INSPECTIONS:

Depending upon the intensity of a storm event and the ability to access the facilities or the project site(s), BSE will complete a post-storm inspection to determine if any facilities are damaged, blocked by debris or not functioning as intended. We would evaluate water levels within the stormwater ponds to estimate high water levels, which could indicate potential blockages within the system.

If any damages to the facilities are identified, BSE would prepare a plan for securing the services of a qualified contractor(s) to complete the work and seek authorization from the VSD to proceed.

SUMMARY

The primary drainage facilities that serve the District appear to be functioning as intended and the ongoing VSD/ADS Canal maintenance agreement has been effective in maintaining the canal system as intended and necessary to serve the District. The primary discharge structures and pipes have been installed within the last 10 to 15 years and generally have a service life of 50-75 years and there have been no significant repair or maintenance issues to date.

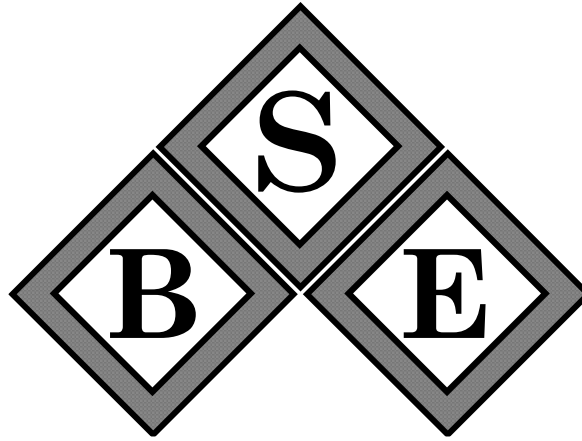
RECOMMENDATION:

Based upon our experiences and prior year inspections and storm event, the ongoing maintenance and inspection programs are functioning as intended, and we have not experienced any situations where any significant repairs or maintenance activities are needed as a forecast storm approaches.

However, in the event of such an occurrence, we recommend the VSD develop and retain a short list of qualified, local contractors that could be available on short notice to address any maintenance issues that are observed during any of the Pre-Season, Pre-Storm or Post-Storm inspections.

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS BII**



**VIERA STEWARDSHIP DISTRICT
STORMWATER NEEDS ANALYSIS REPORT**

SUBMITTED TO:

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

PREPARED BY:

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

April 2023
B.S.E. File #11198

Viera Stewardship District
Stormwater Management System Assessment
Table of Contents

REPORT

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APPENDIX

Exhibit 1Location Map
Exhibit 2 Land Use Map
Exhibit 3 Zoning Map (2 Sheets)
Exhibit 4 Stormwater Lakes and Facilities Map

VIERA STEWARDSHIP DISTRICT

STORMWATER MANAGEMENT SYSTEM ASSESSMENT

1. Introduction

This report has been generated to comply with the requirements of Florida Statutes Section 403.9302 – Stormwater Management Projections. The Viera Stewardship District (referred to as the “District” or “CDD”) does not provide sanitary wastewater services and therefore is not required to submit a wastewater service projections report per Florida Statutes 403.9301.

The Viera Stewardship District (VSD) is located in unincorporated areas of Brevard County, Florida., west of Interstate 95 and east of the St. Johns River. The District currently contains approximately 13,441.6 acres. The VSD is divided into the Village District (which is further divided into three villages), the Rural Development District, the Interchange District and the Rural Area and Conservation Area (which respectively will transition to Rural District and Conservation District as provided in the Viera DRI Development Order). See Exhibit 1 for a Location Map.

Within the Village District, Village 1 (2,151.35 acres) is approximately 90% built-out and is generally described as being located south of Wickham Road, north of Pineda Boulevard and predominantly west of Lake Andrew Drive (Strom Park, within Village 1, is located east of Lake Andrew Drive). Village 2 (3,035.70 total acres) is located primarily south of Pineda Boulevard, east and north of the of the existing FPL Transmission line easements with a portion of the Village 2 being located north of Pineda Boulevard, east of Lake Andrew and west of I-95 and encompasses the Interchange District as identified in the Viera DRI Development Order. Village 3 (approximately 2,000 acres) is located west of the FPL transmission mains, and north of Wickham Road. The various development areas are graphically depicted on the Land Use Map, Exhibit 2. A majority of the District is located within the West Viera PUD, with a small portion of the District at the northeast corner being located within the Central Viera PUD. The PUD zoning limits are shown upon Exhibit 3, Sheets 1 and 2.

2. Detailed Description of the District's Stormwater Management System

The District's stormwater management system consists of multiple interconnected stormwater ponds, interconnecting stormwater culverts and discharge control structures. Refer to Exhibit 3 for the Stormwater Management System Lakes and Facilities Exhibit.

The stormwater management system is separated into several drainage basins with runoff directed from lands within the District by sheet flow and via curb and gutter along the roadways to drainage structures and subsequent storm sewer piping towards the interconnected wet detention ponds where treatment and attenuation occurs through a series of cascading ponds and control structures prior to discharging offsite into several existing primary outfall canals, which then drain to the ultimate outfall at the St. Johns River marsh.

The District's stormwater management system, regulated by Brevard County and the St. Johns River Water Management District (SJRWMD), was designed and permitted to meet the pre/post discharge for the 25-year 24-hour storm event and appropriate treatment volume criteria.

The District provides funding for the operation and maintenance of the stormwater management system on a yearly basis. The operation and maintenance program consists generally of, but is not limited to:

- Routine annual inspection of the primary stormwater management system facilities.
- Pre- storm event inspection(s) of the primary stormwater management system facilities.
- Routine mowing of sod along the stormwater management areas,
- Trash and debris removal from pond areas and control structures as needed,
- Sediment removal from the stormwater management system (drainage structures) as needed,
- Aquatic Weed control for stormwater ponds and canals

3. Number of Current and Projected Residents

For a 20-year period, the number of current and projected residents are required to be calculated in 5-year increments. The VSD currently contains xxxxxx residential units and is currently projected to include up to an estimated 15,140 units in Villages 1-3 and 329 units in the Rural Development District.

4. Current and Projected Service Area

The VSD stormwater management system is constructed concurrent with development needs and demand. Facilities located south of Wickham Road are approximately 75% complete with a projected completion within the next 3-7 years. Construction of facilities within Village 3, north of Wickham Road and west of the FPL powerline facilities, are expected to commence within the next three (3) years with an estimated 7-12 year buildout to completion. Please refer to Exhibit 1 for the limits of the VSD, which also represents the District service area.

5. Current and Projected Costs of Providing Stormwater Services

The table below provides current and projected costs over a 20-year period in 5-year increments of the operation and maintenance costs for the stormwater management system. The anticipated expansion of the master stormwater system has been included in the estimate and a 15% cost increase has been applied to each 5-year increment for current maintenance obligations as well as new District facilities as they are developed and placed into service. These costs will vary depending upon the timing of the improvements and the final configuration and will be re-evaluated during the annual budget preparation cycle.

Current and Projected Costs O&M for Stormwater Management System				
FY 2023/2024	FY 2024/2025 to 2029/30	FY 30/31 to 2034/35	FY 2035/36 to 2039/40	FY 2040/41 to 2044/45
\$339,973	\$390,970	\$449,615	\$517,060	\$594,619

6. Estimated Remaining Useful Life

Concrete storm drainage and structures generally have a design service life expectancy between 70 and 100 years. The stormwater management system is inspected semi-annually and repairs and/or replacements are made as needed to ensure system operations. The estimated remaining useful life of the stormwater management system is approximately 50 – 75 years.

7. Recent 5-Year Historical Funding Summary

The CDD is funded by annual assessments, levied to each residential unit, which are obtained through the Brevard County taxing authority. The table below provides a historical funding summary of the previous 5 (five) fiscal years.

5-Year Funding Sources						
Routine Operation and Maintenance of Stormwater Management System						
Fiscal Year	Budget Allocation	Funding Sources			Contributions to Reserves Account	Balance of Reserve Account
		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve		
2018	\$88,540		\$ 0	\$ 0		
2019	\$246,562		\$ 0	\$ 0		
2020	\$261,648		\$ 0	\$ 0		
2021	\$308,215		\$ 0	\$ 0		
2022	\$340,843		\$ 0	\$ 0		

8. District's Plan to Fund Maintenance or Expansion of Stormwater System

The VSD is funded by annual assessments, levied to each residential unit, which are obtained through the Brevard County taxing authority. The District currently maintains a reserve fund with approximately \$ [REDACTED] available. Of this amount, \$7,000.00 is reserved annually as a District wide contingency. This figure adequately covers the needs for future maintenance of the stormwater management system facilities. As the system expands, its expected that contingency reserves may be increased. Expansion of the system to serve additional District lands will be funded by land development projects and will not be an expense to the District.

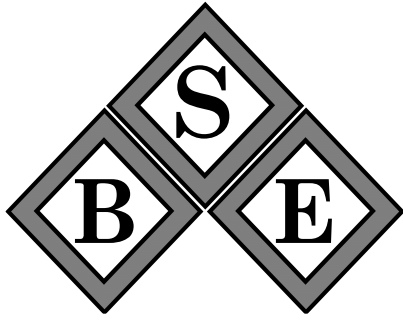
9. Report Submittal and Documentation

This report is being submitted to Brevard County as required by Florida Statutes Section 403.9302. The County is required to compile all analyses submitted to it, including this report, (from special districts, municipalities, and the county itself) into a single document that must be filed with the State of Florida.

10. Engineer's Certification

I hereby certify the components of the stormwater management system has been constructed and are functioning in substantial conformance with the permitted plan specifications and conditions. Any minor deviations will not prevent the system from functioning in compliance with the requirements of Chapter 62-330, F.A.C.

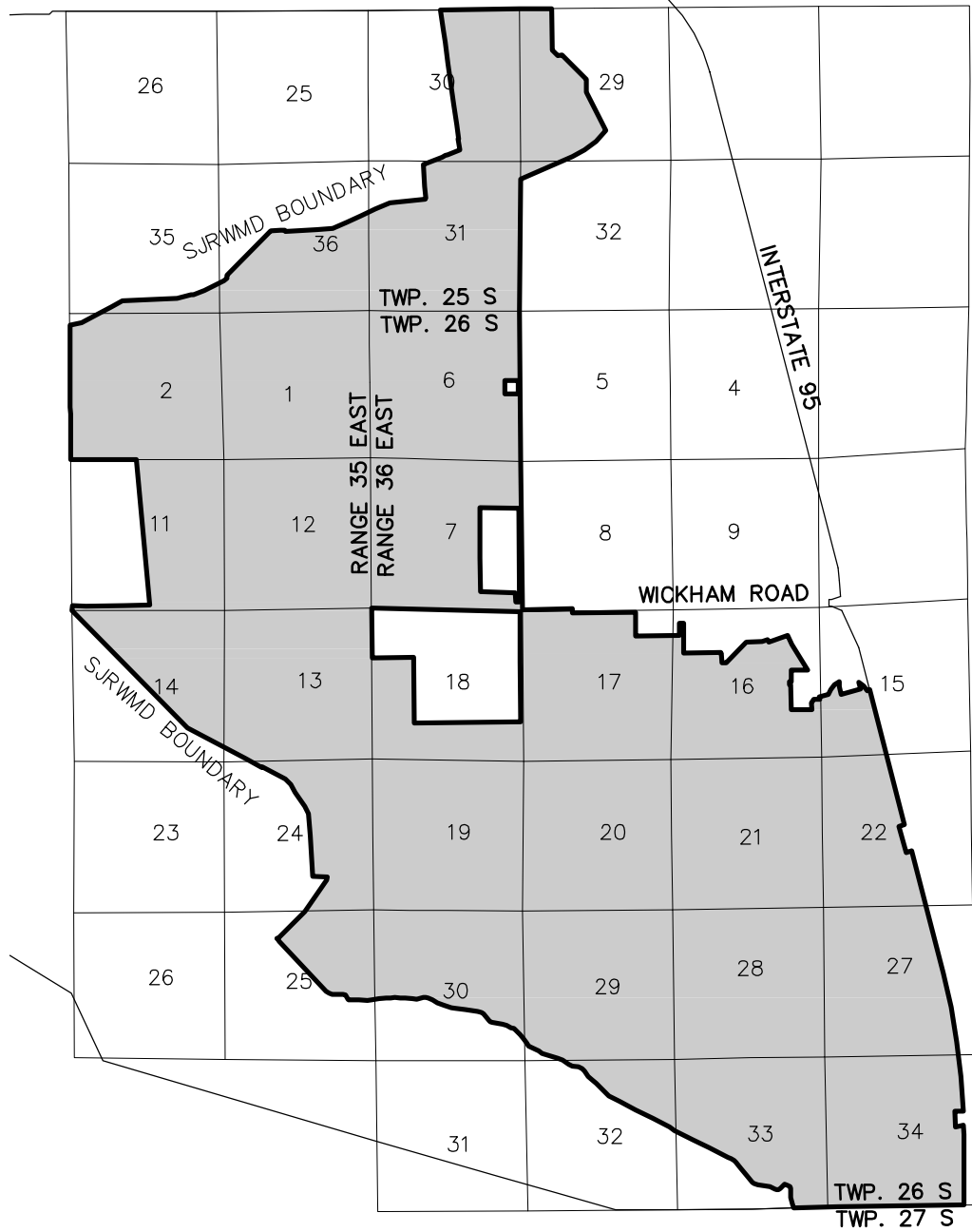
Hassan Kamal, P.E.
Florida License No. 41951
B.S.E. Consultants, Inc.



APPENDIX

EXHIBIT 1	LOCATION MAP
EXHIBIT 2	LAND USE MAP
EXHIBIT 3	ZONING MAP (2 SHEETS)
EXHIBIT 4	STORMWATER LAKES AND FACILITIES MAP

EXHIBIT 1



VIERA STEWARDSHIP DISTRICT LOCATION MAP

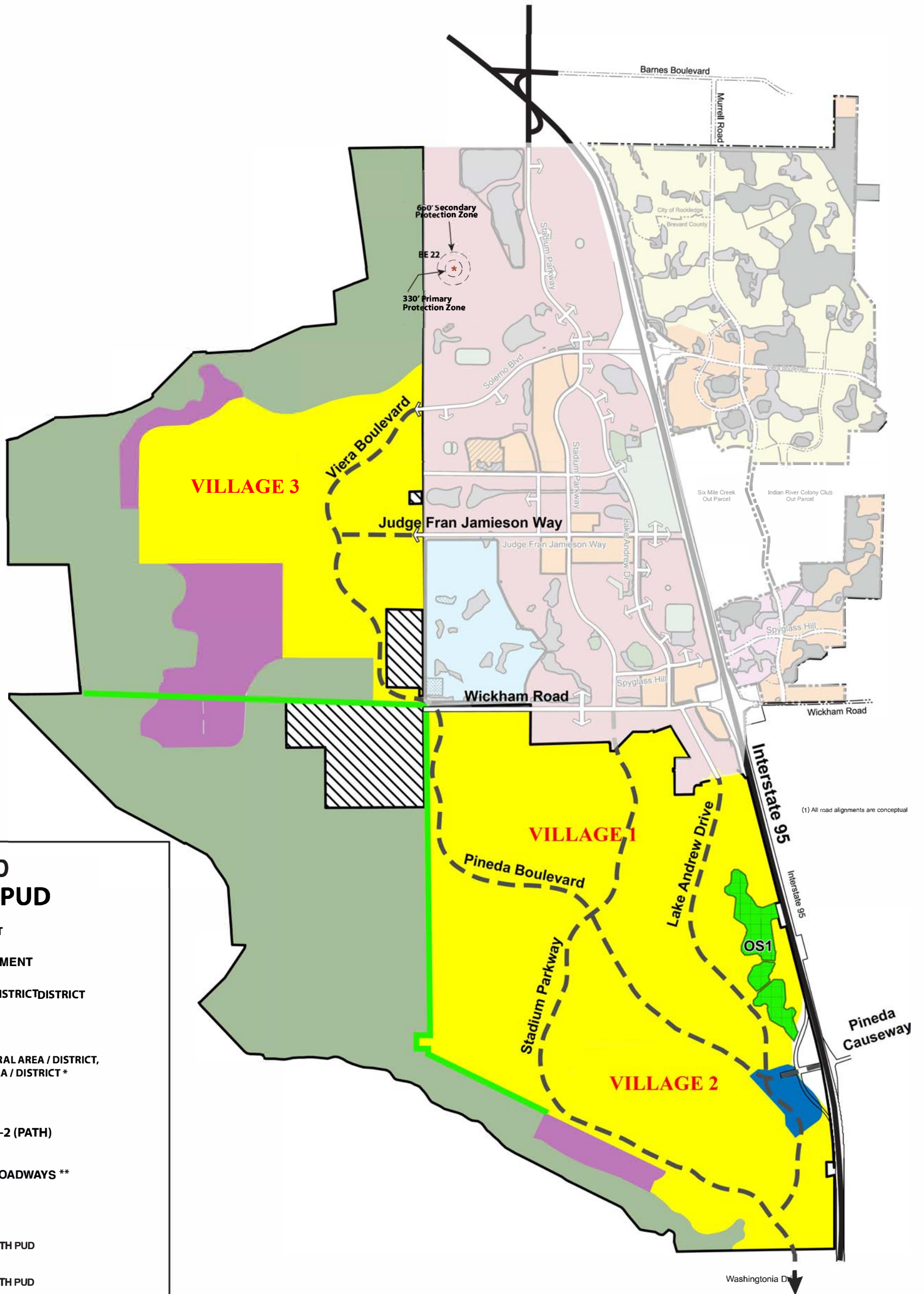
NTS

H:\Projects\Folder\11198\Drawings\11198_200\11198_200_001.dwg June 17, 2013 9:02:29 AM wv



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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



(1) All road alignments are conceptual

LEGEND West Viera PUD

- VILLAGE DISTRICT
- RURAL DEVELOPMENT
- INTERCHANGE DISTRICT
- OUTPARCEL
- AGRICULTURAL, RURAL AREA / DISTRICT, CONSERVATION AREA / DISTRICT *
- OPEN SPACE: OS-1
- OPEN SPACE: OS-2 (PATH)
- ROADWAYS
- CONCEPTUAL ROADWAYS **
- AREA NOT IN PUD
- VIERA EAST — NORTH PUD
- VIERA EAST — SOUTH PUD
- HERITAGE ISLE PUD
- VIERA CENTRAL PUD

* Rural Area and Conservation Area shall transition to Rural District and Conservation District respectively as provided in the DRI Development Order and the Staging Plan attached thereto.

** Conceptual Roadways depicted on this map shall be constructed as either a 2 or 4 lane boulevard as described in the West Viera PUD Alternative Development Standards.

The location of conceptual roadways shown on this plan reflects the planned points of connection to existing and proposed roadways (i.e. Pineda Interchange, Stadium Parkway, Viera Boulevard, Lake Andrew Drive) and the general alignment of arterial roadways through the project. The preliminary alignments depicted shall not vary more than 1500 feet without approval from Brevard County by a minor PUD Amendment.

* The final configuration of the protection zones will be a result of permitting with the FFWCC and/or the USFWS, if needed. Nest location is approximate and subject to surveys/locations at time of development.

EXHIBIT 2 Land Use Map



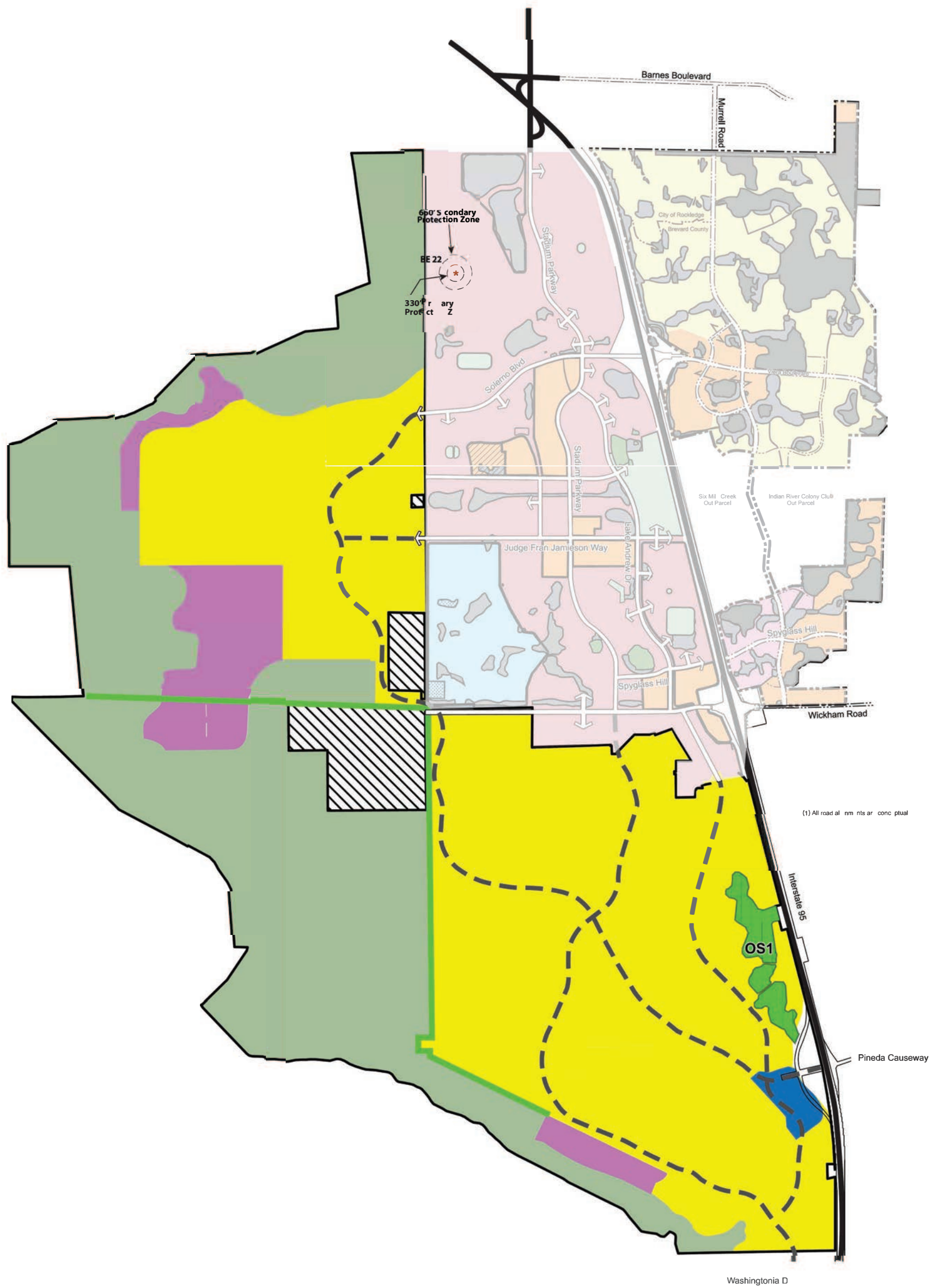
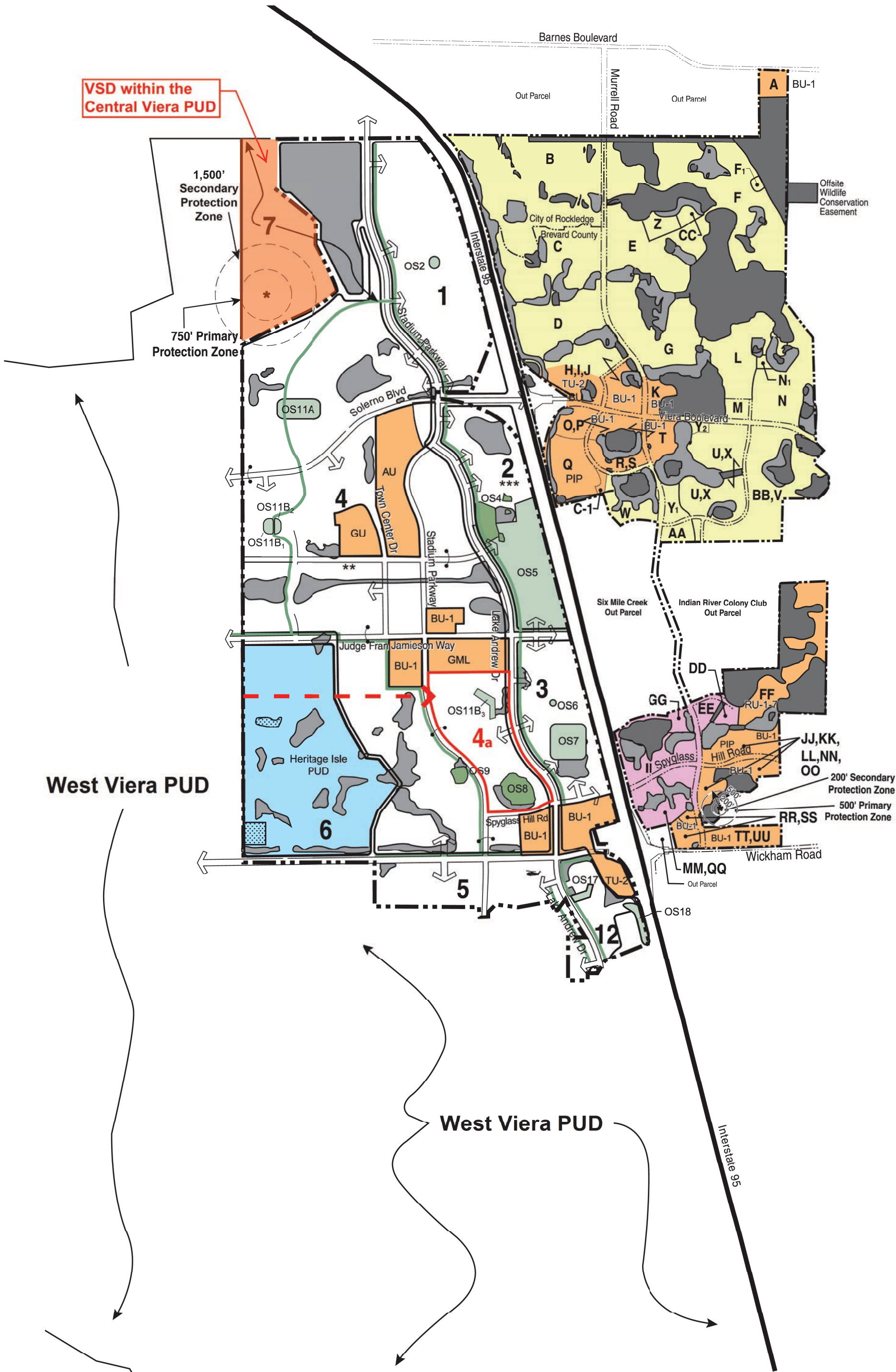


EXHIBIT 3



**West Viera PUD
Zoning Map**



VSD within the Central Viera PUD

1,500' Secondary Protection Zone

750' Primary Protection Zone

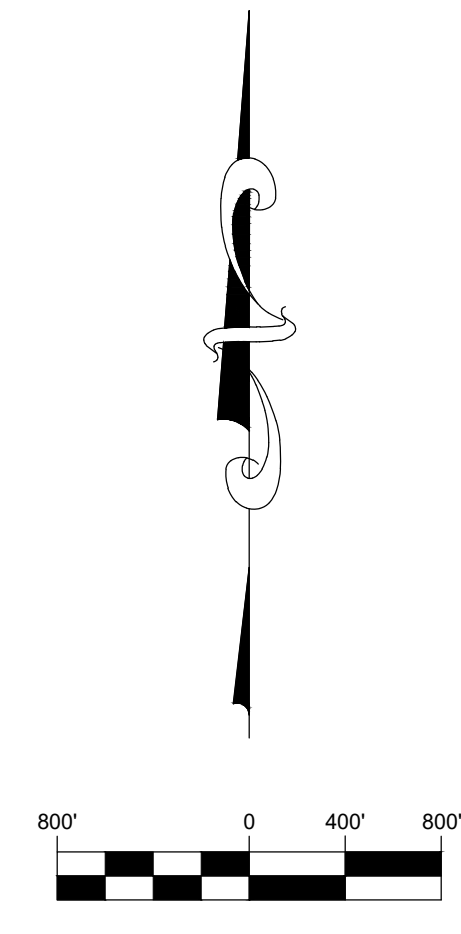
West Viera PUD

West Viera PUD

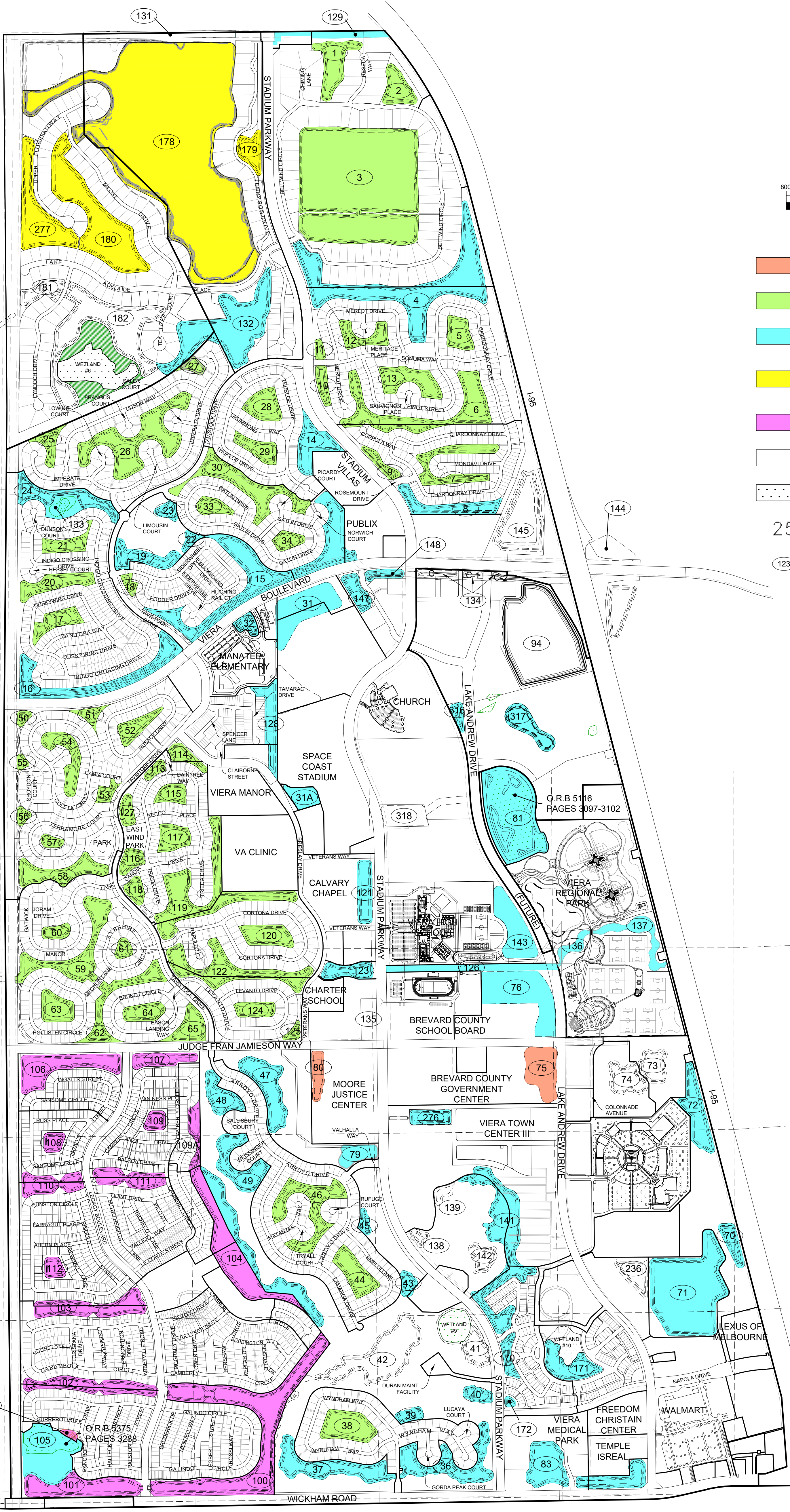
EXHIBIT 5

**Central Viera PUD
Zoning Map
Sheet 2 of 2**





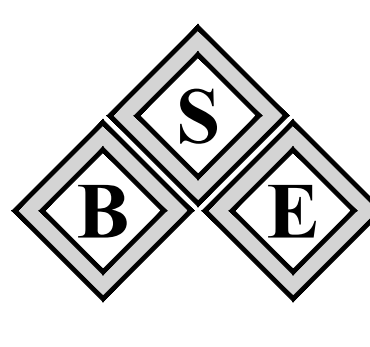
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- = DISTRICT ASSOCIATION
- = CENTRAL VIERA COMMUNITY ASSOCIATION
- = VIERA STEWARDSHIP DISTRICT
- = HERITAGE ISLE @ VIERA COMMUNITY DEVELOPMENT DISTRICT
- = PRIVATE (TVC) OR OTHER
- = WETLANDS
- 25 = SECTION
- (123) = LAKE NUMBER



SHEET 1
SHEET 2

SHEET 1
SHEET 2

△ TVC COMMENTS & ADDED LAKES 316-342	7/20/2022
△ TVC COMMENTS & ADDED LAKES 276-315	09/16/20
△ TVC COMMENTS & ADDED LAKES 263-275	01/03/20
△ ADDED LAKES 236-262	07/02/18
△ ADDED LAKES 221-235	5/24/17
△ REVISED LAKES 180-182 (CHART)	5/5/17
△ CORRECTED LAKE #S/CHART	8/16/16
△ UPDATE	1/16/16
△ LAKES 169-210	1/16/15
△ LAKES 157-168	1/8/14
△ UPDATE	12/10/12
△ LAKES 93-94	5/10/10
△ ANNUAL UPDATE	7/13/09
DESIGN/DRAWN: HAK/WPL	DATE: 7-14-04



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BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
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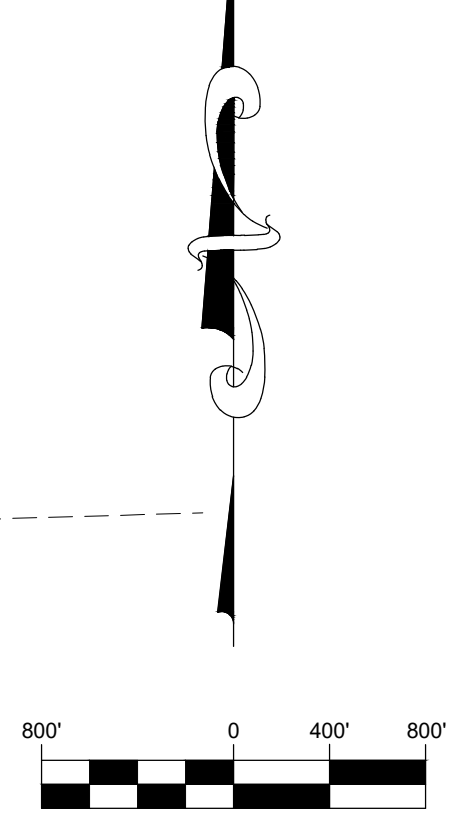
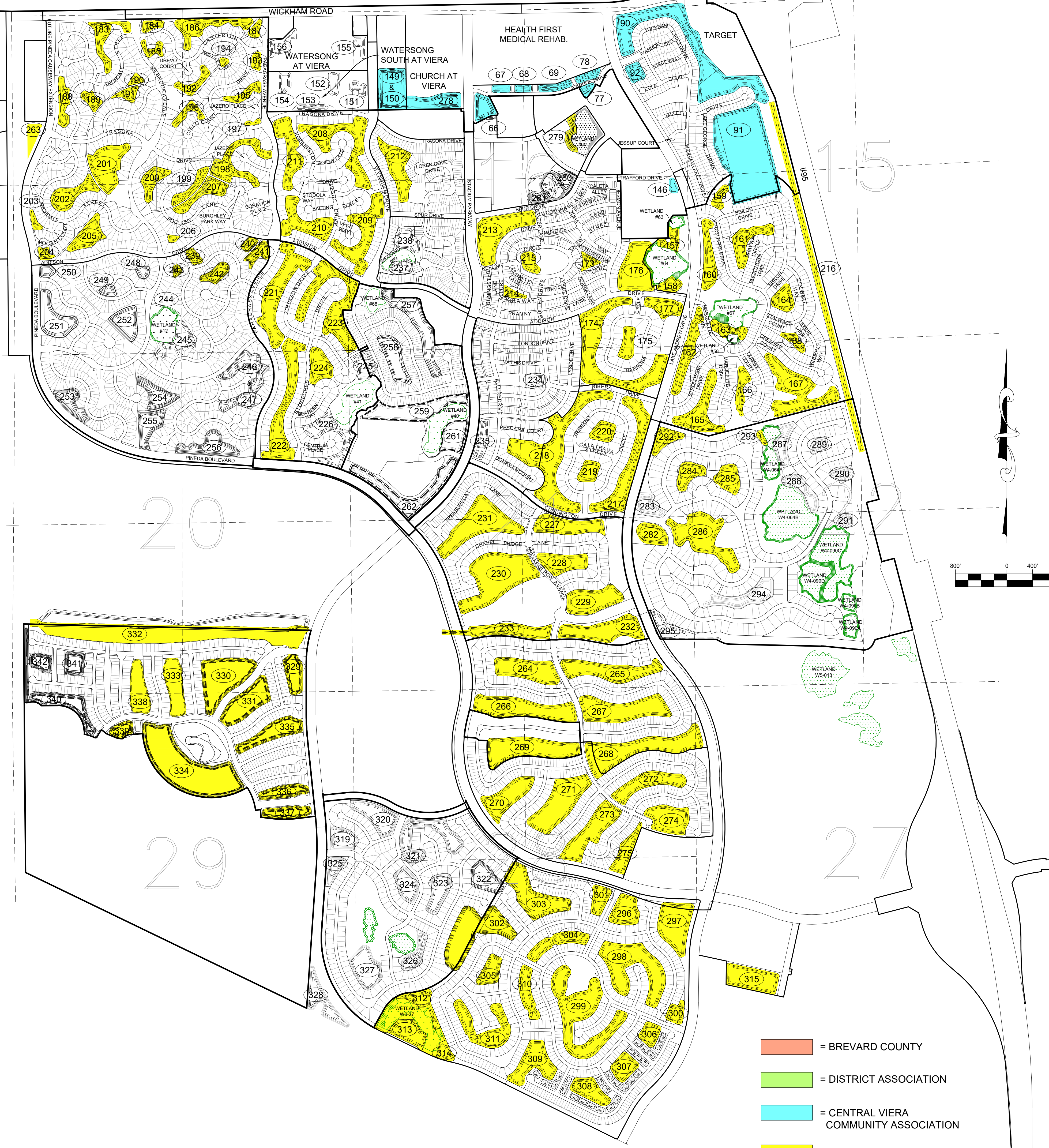
VIERA DRI - WEST OF I-95

LAKE MAINTENANCE ENTITY MAP

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

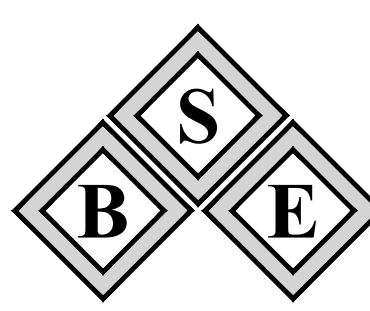
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

PROJECT NO.	10658
DRAWING NO.	10658203
SHEET	1 of 7



- = BREVARD COUNTY
- = DISTRICT ASSOCIATION
- = CENTRAL VIERA COMMUNITY ASSOCIATION
- = VIERA STEWARDSHIP DISTRICT
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BUSINESS AUTHORIZATION: LB0004905

VIERA DRI - WEST OF I-95

LAKE MAINTENANCE ENTITY MAP

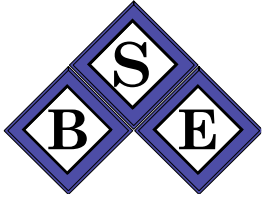
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

PROJECT NO.	10658
DRAWING NO.	10658203
SHEET	2 of 7

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS BIII**



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

Memorandum:

DATE: May 25, 2023

TO: Craig Wrathell

FROM: Hassan Kamal, P.E.

Re: *Trasona/Sendero Master Drainage System
Ponds 203 and 204 – Water Level
B.S.E. File #11198*

The District received correspondence from a resident(s) raising concerns regarding recurring low water levels and the resulting exposed lake banks in Lakes 203 and 204 of the Trasona Community. The correspondence noted that other nearby ponds generally had water levels near normal with little if any exposed banks while these two ponds had water levels that routinely dropped 3-4' vertically, resulting in exposed banks of 10' – 15' in width.

We completed a site visit (April 26th) and reviewed construction plans in an effort to determine potential causes of low water levels that have been observed within Ponds 203 and 204. The location of both ponds and the surrounding community is depicted in the attached Exhibit A – Location Map.

The resident inquiry included a photograph of the northern end of Pond 203, taken on April 9, 2023, which showed water levels several feet below normal and a significant section of exposed lake bank. Due to the narrow width of the northern section of the lake, a large portion of the lake bottom was exposed.

Photographs taken during site visit conducted on April 26, 2023, show water levels somewhat higher than the April 9th photograph, with some exposed lake banks and no exposed lake bottoms.

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Toll Free: 1-800-523-4BSE (4273)

Our observation of Pond 204 was similar, but due to the width of the pond, the exposed lake banks did not appear as drastic.

April is historically in the middle of the dry season in Florida and water levels in these man-made ponds typically drop 2-3 feet or more during the dry season and periods of little rainfall. In this particular case, water levels in Ponds 203 and 204 were lower than water levels in other adjacent lakes, which indicates the possibility that there may be other factors impacting the water levels in these ponds.

As part of our site visit, we observed the perimeter of both ponds, reviewed the visible pipes and inlet structures into and out of the ponds and the surrounding lands and looked for any obvious, physical causes which would result in the lowering of the water levels. No extraordinary conditions were observed during our site visit.

Our subsequent review of the Construction Plans for the drainage improvements confirmed that Ponds 203 and 204 are part of a large drainage basin that consists of several stormwater ponds that are interconnected with a series of underground stormwater pipes. These pipes are submerged below normal water levels and if functioning properly, would normally “equalize” the water levels in these interconnected ponds. Exhibit B has highlighted plans showing the ponds and interconnecting pipes.

Ponds 203 and 204 are connected to much larger Ponds 201, 203 and 205 through a network of pipes of varying sizes. These pipes, if unobstructed, would balance the water level at approximately the same elevations.

Since this does not appear to be the case, we believe that the varying water levels in Ponds 203 and 204 may, at least partially, be caused by a partial blockage in the pipe system. This blockage can occur at the pipe outfalls and be caused by erosion of the adjacent lake banks or sediment or other obstructions in one or more of the inlet structures within the system.

Memorandum

May 25, 2023

Page 3

Further physical investigation is required to confirm if there is any blockage or obstruction in the system is impacting the ability of the stormwater pipes to equalize the lake levels. This would involve hiring a contractor with light equipment to clean/clear the pipe outfalls in pods, possibly place temporary plugs at the inlet structures and clean/flush the interconnecting pipes. Costs for such work would likely be done on a time and materials basis and dependent on the amount of effort required to check and clean the primary pipes that interconnect Ponds 203 and 204 to the larger stormwater ponds.

HK/alm

11198.memo.23-hk19511.may

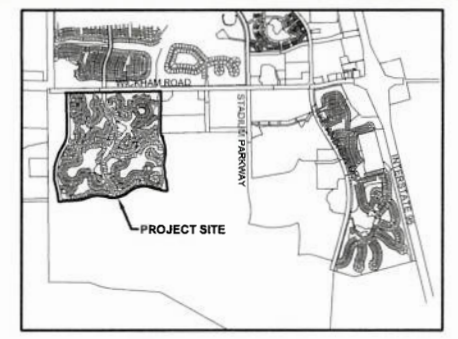
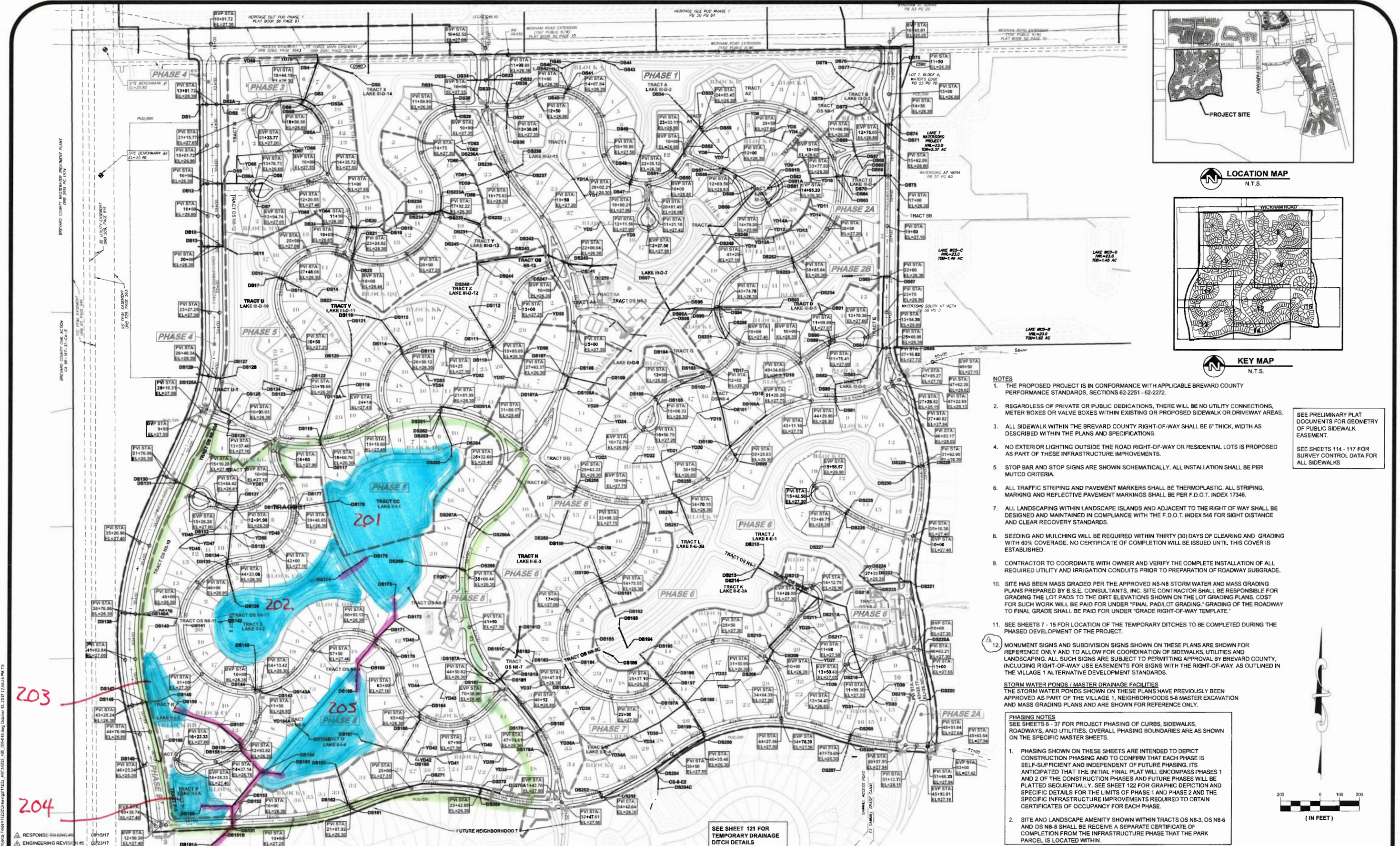
**EXHIBIT A -
LOCATION
MAP**

**(10)
Retention
Ponds**

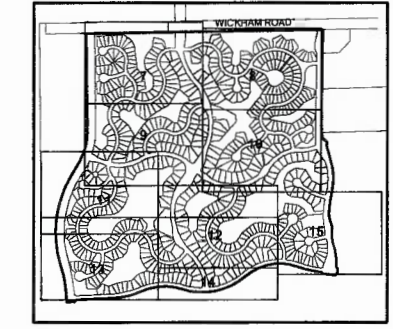


*Trasona
West*

Exhibit B



LOCATION MAP
N.T.S.



KEY MAP
N.T.S.

NOTES

1. THE PROPOSED PROJECT IS IN CONFORMANCE WITH APPLICABLE BREVARD COUNTY PERFORMANCE STANDARDS, SECTIONS 62-2251 - 62-2272.
2. REGARDLESS OF PRIVATE OR PUBLIC DEDICATIONS, THERE WILL BE NO UTILITY CONNECTIONS, METER BOXES OR VALVE BOXES WITHIN EXISTING OR PROPOSED SIDEWALK OR DRIVEWAY AREAS.
3. ALL SIDEWALK WITHIN THE BREVARD COUNTY RIGHT-OF-WAY SHALL BE 6' THICK, WIDTH AS DESCRIBED WITHIN THE PLANS AND SPECIFICATIONS.
4. NO EXTERIOR LIGHTING OUTSIDE THE ROAD RIGHT-OF-WAY OR RESIDENTIAL LOTS IS PROPOSED AS PART OF THESE INFRASTRUCTURE IMPROVEMENTS.
5. STOP BAR AND STOP SIGNS ARE SHOWN SCHEMATICALLY. ALL INSTALLATION SHALL BE PER MUTCD CRITERIA.
6. ALL TRAFFIC STRIPING AND PAVEMENT MARKERS SHALL BE THERMOPLASTIC. ALL STRIPING, MARKING AND REFLECTIVE PAVEMENT MARKINGS SHALL BE PER F.D.O.T. INDEX 17346.
7. ALL LANDSCAPING WITHIN LANDSCAPE ISLANDS AND ADJACENT TO THE RIGHT OF WAY SHALL BE DESIGNED AND MAINTAINED IN COMPLIANCE WITH THE F.D.O.T. INDEX 546 FOR SIGHT DISTANCE AND CLEAR RECOVERY STANDARDS.
8. SEEDING AND MULCHING WILL BE REQUIRED WITHIN THIRTY (30) DAYS OF CLEARING AND GRADING WITH 80% COVERAGE. NO CERTIFICATE OF COMPLETION WILL BE ISSUED UNTIL THIS COVER IS ESTABLISHED.
9. CONTRACTOR TO COORDINATE WITH OWNER AND VERIFY THE COMPLETE INSTALLATION OF ALL REQUIRED UTILITY AND IRRIGATION CONDUITS PRIOR TO PREPARATION OF ROADWAY SUBGRADE.
10. SITE HAS BEEN MASS GRADED PER THE APPROVED N5-N8 STORM WATER AND MASS GRADING PLANS PREPARED BY B.S.E. CONSULTANTS, INC. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING THE LOT PADS TO THE DIRT ELEVATIONS SHOWN ON THE LOT GRADING PLANS. COST FOR SUCH WORK WILL BE PAID FOR UNDER "FINAL PAD/LOT GRADING - GRADING OF THE ROADWAY TO FINAL GRADE SHALL BE PAID FOR UNDER "GRADE RIGHT-OF-WAY TEMPLATE."
11. SEE SHEETS 7 - 15 FOR LOCATION OF THE TEMPORARY DITCHES TO BE COMPLETED DURING THE PHASED DEVELOPMENT OF THE PROJECT.
12. MONUMENT SIGNS AND SUBDIVISION SIGNS SHOWN ON THESE PLANS ARE SHOWN FOR REFERENCE ONLY AND TO ALLOW FOR COORDINATION OF SIDEWALKS, UTILITIES AND LANDSCAPING. ALL SUCH SIGNS ARE SUBJECT TO PERMITTING APPROVAL BY BREVARD COUNTY, INCLUDING RIGHT-OF-WAY USE EASEMENTS FOR SIGNS WITH THE RIGHT-OF-WAY, AS OUTLINED IN THE VILLAGE 1 ALTERNATIVE DEVELOPMENT STANDARDS.

STORM WATER PONDS / MASTER DRAINAGE FACILITIES
THE STORM WATER PONDS SHOWN ON THESE PLANS HAVE PREVIOUSLY BEEN APPROVED AS PART OF THE VILLAGE 1, NEIGHBORHOODS 5-8 MASTER EXCAVATION AND MASS GRADING PLANS AND ARE SHOWN FOR REFERENCE ONLY.

PHASING NOTES
SEE SHEETS 6 - 37 FOR PROJECT PHASING OF CURBS, SIDEWALKS, ROADWAYS, AND UTILITIES. OVERALL PHASING BOUNDARIES ARE AS SHOWN ON THE SPECIFIC MASTER SHEETS.

1. PHASING SHOWN ON THESE SHEETS ARE INTENDED TO DEPICT CONSTRUCTION PHASING AND TO CONFIRM THAT EACH PHASE IS SELF-SUFFICIENT AND INDEPENDENT OF FUTURE PHASING. ITS ANTICIPATED THAT THE INITIAL FINAL PLAT WILL ENCOMPASS PHASES 1 AND 2 OF THE CONSTRUCTION PHASES AND FUTURE PHASES WILL BE PLATTED SEQUENTIALLY. SEE SHEET 122 FOR GRAPHIC DEPICTION AND SPECIFIC DETAILS FOR THE LIMITS OF PHASE 1 AND PHASE 2 AND THE SPECIFIC INFRASTRUCTURE IMPROVEMENTS REQUIRED TO OBTAIN CERTIFICATES OF OCCUPANCY FOR EACH PHASE.
2. SITE AND LANDSCAPE AMENITY SHOWN WITHIN TRACTS OS NB-3, OS NB-6 AND OS NB-8 SHALL BE RECEIVE A SEPARATE CERTIFICATE OF COMPLETION FROM THE INFRASTRUCTURE PHASE THAT THE PARK PARCEL IS LOCATED WITHIN.

SEE SHEET 121 FOR TEMPORARY DRAINAGE DITCH DETAILS

ENGINEERING REVISION #4	01/05/17
ENGINEERING REVISION #3	06/24/16
RESPONSE TO ENG REV #2	04/14/16
3/6/16	(B) SET
ENGINEERING REVISION #2	12/01/15
LAKE CONTOUR UPDATES	2/25/16
COUNTY COMMENTS	08/19/15
AGENCY COMMENTS	07/14/15
DESIGNED BY: HAKOVV	2/28/16

TRASONA AT ADDISON VILLAGE



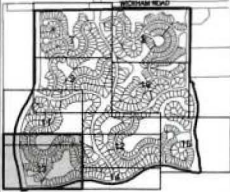
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION 4906
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION 180004005



OVERALL PAVING AND DRAINAGE PLAN

DRAWING NO	11232_400_006
SHEET	6 of 123
PROJECT NO.	
11232	

SEE SHEET 11

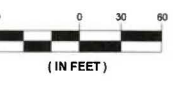


KEY MAP
NTS

SEE PRELIMINARY PLAT DOCUMENTS FOR GEOMETRY OF PUBLIC SIDEWALK EASEMENT

SEE SHEETS 114 - 117 FOR SURVEY CONTROL DATA FOR ALL SIDEWALKS

MATCH LINE SHEETS 12 AND 14

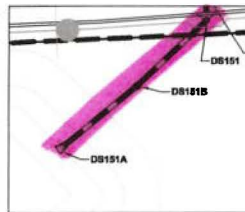
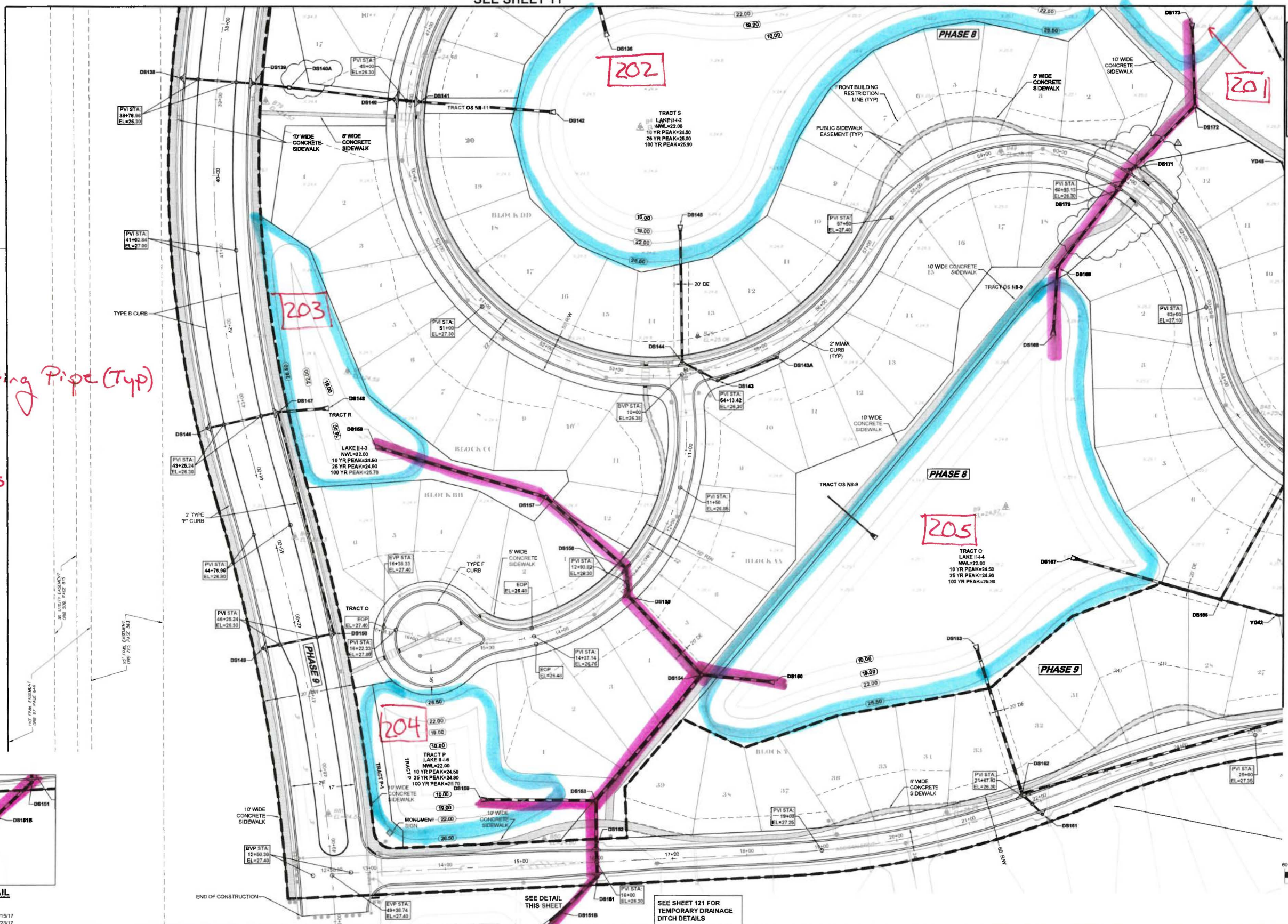


(IN FEET)

201
Pond ID

Interconnecting Pipe (Typ)

Pond limits



DETAIL

RESPONSE TO ENG #5 05/15/17
ENGINEERING REVISION #5 06/23/17

ENGINEERING REVISION #4	01/06/17
ENGINEERING REVISION #3	06/24/16
RESPONSE TO ENG REV #2	04/14/16
3416	BID SET
ENGINEERING REVISION #2	02/01/16
LAKE CONTOUR UPDATES	2/25/16
COUNTY COMMENTS	05/19/15
AGENCY COMMENTS	07/14/15
DESIGNER: HAKWVF	2/09/16

TRASONA AT ADDISON VILLAGE



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
 MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3874 FAX: (321) 723-1159
 CERTIFICATE OF PROFESSIONAL ENGINEER BUSINESS AUTHORIZATION 4905
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004805



MASTER PAVING AND DRAINAGE PLAN

DRAWING NO
11232_400_013
SHEET
13 of 123
PROJECT NO.
11232

Exhibit B

Trasona / Sendero Master Drainage System

Ponds 203 and 204 – Water Levels



Photo 1: Pond 204

Photo 2:



May 25, 2023

B.S.E. #11198

Exhibit B

Trasona / Sendero Master Drainage System

Ponds 203 and 204 – Water Levels



Photo 3: Pond 203 – Looking North
April 26, 2023

Photo 4: Pond 203 –
Looking South
April 26, 21023



May 25, 2023
B.S.E. #11198

Exhibit B

Trasona / Sendero Master Drainage System

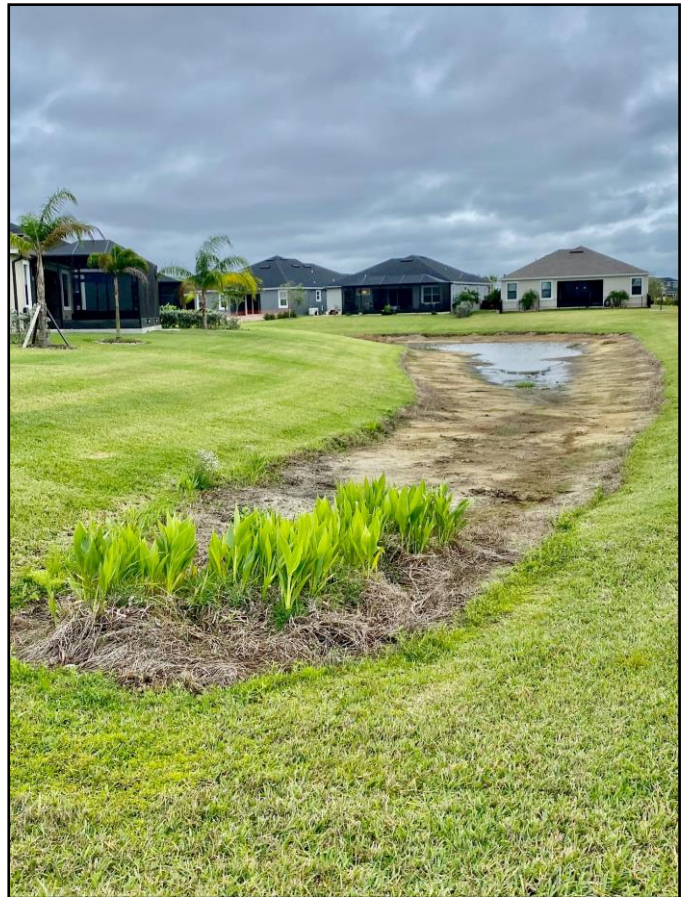
Ponds 203 and 204 – Water Levels



Photo 5: Pond 204

April 26, 2023

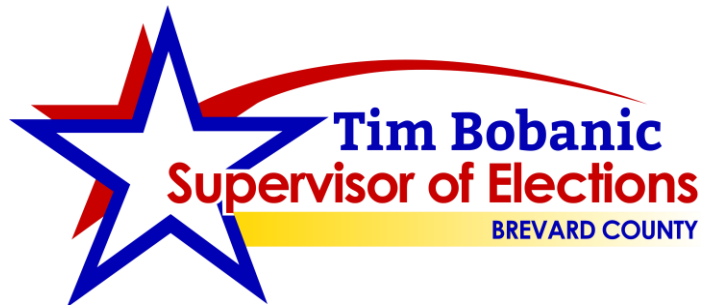
Photo 6:
April 9, 2023



May 25, 2023
B.S.E. #11198

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS E**



April 17, 2023

Daphne Gillyard, Director of Admin. Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Cypress Bay West Community Development District
Deering Park Stewardship District
Emerald Lakes Community Development District
Malabar Springs Community Development District
Viera Stewardship District

Dear Ms Gillyard:

I am writing in response to your request of April 3, 2023 for the number of registered voters within the
afore-mentioned communities.

Please be advised our records indicate the number of registered voters as of April 15, 2023 are as
follows:

Cypress Bay West Community Development District **0**
Deering Park Stewardship District **0**
Emerald Lakes Community Development District **0**
Malabar Springs Community Development District **0**
Viera Stewardship District **6,304**

If you need any additional information, or have any questions, please feel free to contact me at
321.290.8683.

Kind regards,

Tim Bobanic

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)
VoteBrevard.gov