

**VIERA  
STEWARDSHIP  
DISTRICT**

**August 15, 2023**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
REGULAR 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**

August 8, 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 Public Hearing and Regular Meeting on August 15, 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/89548653960?pwd=Ni80MkRxckZFZGRVYXJPNi9QZ0owdz09>, Meeting ID: 895 4865 3960, Passcode: 997239 or via conference call at 1-305-224-1968, Meeting ID: 895 4865 3960, Passcode 997239. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments (*limited to 3 minutes per person*)
4. Approval of July 14, 2023 Special Meeting Minutes
5. Consideration of Resolution 2023-08, Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Viera Stewardship District Special Assessment Revenue Bonds, Series 2023; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Viera Stewardship District
7. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Proof/Affidavit of Publication
  - B. Engineer's Report
  - C. Consideration of Resolution 2023-09, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending

September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

8. Consideration of Resolution 2023-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
9. Ratification Items
  - A. FPL LED Lighting Agreement – Adelaide PH 6A & B WR 6490837
  - B. FPL LED Lighting Agreement – Laurasia PH 2 NC WR 11567651
  - C. FPL LED Lighting Agreement – Pangea Park Phase 3 WR 12030145
  - D. FPL LED Lighting Agreement – Pangea Park Phase 4 WR 12030147
  - E. Ecor Industries, Inc. Fifteenth Amendment to Aquatic Maintenance Services Agreement
10. Acceptance of Unaudited Financial Statements as of June 30, 2023
11. Staff Reports
  - A. District Counsel: *Kilinski | Van Wyk*
  - B. District Engineer: *BSE Consultants Inc.*
  - C. Environmental Consultant: *Zev Cohen & Associates*
  - D. Community Association Manager: *Eva Rey*
  - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

- QUORUM CHECK

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

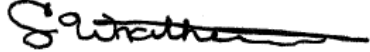
12. Board Members' Comments/Requests

13. Adjournment

*Governing Board  
Viera Stewardship District  
August 15, 2023, Public Hearing and Regular Meeting Agenda  
Page 3*

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

Sincerely,

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**

**DRAFT**

**MINUTES OF MEETING  
VIERA STEWARDSHIP DISTRICT**

The Board of Supervisors of the Viera Stewardship District held a Special Meeting on July 14, 2023, 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://us06web.zoom.us/j/87275835136?pwd=bmFOTFFWSmxZd0dFTE1DS0xOSGRZdz09>, and telephonically at 305-224-1968, Meeting ID: 872 7583 5136, Passcode: 976817 for both.

**Present were:**

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

**Also present were:**

Ernesto Torres	Wrathell, Hunt and Associates, LLC (WHA)
Jennifer Kilinski	District Counsel
Hassan Kamal	District Engineer
Paul Martell	Treasurer
Michael Arnold	The Viera Company
Ben Wilson	The Viera Company
Bill Lites (via Zoom)	Zev Cohen & Associates, Inc. (ZCA)
Eva Rey (via Zoom)	Community Manager
Sarah Warren (via Zoom)	Bond Counsel
Brett Sealy	MBS Capital Markets, LLC (MBS)
Misty Taylor	Bryant Miller Olive
Emily Buckley	A. Duda & Sons

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Torres called the meeting to order at 9:30 a.m.

The Oath of Office was administered to Supervisor-Elect Amy Mitchell prior to the meeting.

**SECOND ORDER OF BUSINESS**

**Roll Call**

40  
41 Supervisors Pokrywa, Mitchell, Conley and Wright were present. Supervisor Bissett was  
42 not present.

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44 **THIRD ORDER OF BUSINESS** **Public Comments (limited to 3 minutes per**  
45 **person)**

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47 There were no public comments.

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49 **FOURTH ORDER OF BUSINESS** **Approval of June 13, 2023 Special Meeting**  
50 **Minutes**

51  
52 The following changes were made:

53 Lines 224: Change “the portion” to “all”

54 Lines 522 through 524: Change “BWP” to “VWP”

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56 **On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, the**  
57 **June 13, 2023 Special Meeting Minutes, as amended, were approved.**

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60 **FIFTH ORDER OF BUSINESS** **Update: Series 2023 Financing Timeline**

61  
62 Mr. Sealy stated the bonds were successfully priced and six institutions purchased the  
63 bonds. Following actions to be taken today, the documents will be executed and the closing  
64 will be on July 18, 2023.

65  
66 **SIXTH ORDER OF BUSINESS** **Consideration of Ancillary Financing**  
67 **Documents (in substantial form)**

68  
69 Ms. Kilinski stated that all the documents are in final form, not substantial form. She  
70 presented and explained the purpose of the following documents:

71 **A. Declaration of Consent (Pulte)**

72 **B. Declaration of Consent (Duda)**

73 **C. Declaration of Consent (TVC)**



- 74 D. Tri-Party True-Up Agreement
- 75 E. Tri-Party Collateral Assignment
- 76 F. Completion Agreement
- 77 G. Notice of Assessments

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**On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, Pulte Home Company LLC Declaration of Consent, A. Duda & Sons, Inc. Declaration of Consent, The Viera Company Declaration of Consent, Tri-Party True-Up Agreement, Tri-Party Collateral Assignment, Completion Agreement and Notice of Assessments, were approved.**

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**SEVENTH ORDER OF BUSINESS**

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Ms. Kilinski stated that Resolution 2023-07 accomplishes the following:

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- Levies the assessment lien for the 2023 bonds.

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- Sets forth findings related to previous actions by the Board.

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- Provides the pricing for the bonds.

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- Sets the parameters of the bonds.

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- Authorizes the District Manager to record the lien in the Lien Improvement Book.

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**On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, Resolution 2023-07, Making Certain Findings; Approving the Supplemental Engineer’s Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2023 Bonds; Confirming the Maximum Assessment Liens Securing the Series 2023 Bonds; Levying and Allocating Assessments Securing the Series 2023 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date, was adopted.**

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Requisition(s)**

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- **Number 2: The Viera Company [\$6,669,231.00]**

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Ms. Kilinski stated that this and the upcoming items are portions of the 2023 Project ready to be requisitioned from the Acquisition and Construction Account.

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**On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, The Viera Company Requisition Number 2, in the amount of \$6,669,231.00, was approved.**

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**NINTH ORDER OF BUSINESS**

**Consideration of Acquisitions**

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Ms. Kilinski presented the following and noted that the acquisition packages are similar to ones presented in the past:

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- A. **Pineda Blvd West Segment G/H; Seg F/G/H Phases 1 and 3**
- B. **Pineda Blvd Segment C-D**
- C. **Pineda Blvd West Segment E**

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**On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, Pineda Blvd West Segment G/H, Seg F/G/H Phases 1 and 3; Pineda Blvd Segment C-D; and Pineda Blvd West Segment E Acquisitions, all in substantial form and in the not-to-exceed amounts set forth, were approved.**

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147 TENTH ORDER OF BUSINESS

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

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Mr. Torres presented Resolution 2023-05.

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

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162 ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of May 31, 2023

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On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the Unaudited Financial Statements as of May 31, 2023, were accepted.

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170 TWELFTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel: Kilinski | Van Wyk

Ms. Kilinski stated recently-approved legislation requires Supervisors to complete a four-hour ethics course; the course can be taken in various ways, including online or her firm is offering Zoom training. This requirement becomes effective in 2024.

B. District Engineer: BSE Consultants Inc.

Mr. Kamal recalled discussion at the last meeting regarding pricing for investigating the water level elevation variances in some lakes; pricing is expected next week. Regarding the repair to the damaged structure at the gas main crossing in the Two-Mile Canal. A contractor inspected the areas and temporary repairs so the gas main can be protected are expected. The total price is \$74,641. It is a difficult project because access is limited and not easy.

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**On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, the Brewer Paving and Development proposal, in a not-to-exceed amount of \$75,000, subject to District Counsel review and preparation of a standard District contract and execution by the Chair, was approved.**

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

Mr. Lites reported the following:

- The PCT Management Plans for Villages 1 and 2 are being updated and will be reviewed by the VSD and the County before proceeding with implementation in Fiscal Year 2024.
- Work with a “Burn Supervisor” will commence to develop a burn plan for the VWP Stage 2 Conservation Districts; work will likely start in the J-4 Woods, which is the northern large area.

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

There was no report.

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

- **NEXT MEETING DATE: August 15, 2023 at 9:30 AM**
- **QUORUM CHECK**

**THIRTEENTH ORDER OF BUSINESS Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

**FOURTEENTH ORDER OF BUSINESS Adjournment**

**On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the meeting adjourned at 10:01 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**VIERA  
STEWARDSHIP DISTRICT**

**5**

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE VIERA STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted Resolution Nos. 2020-01 and 2023-04, authorizing the issuance of its Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (“Series 2023 Bonds”) for the purpose of financing a portion of the acquisition of certain improvements within the area known as “Village 2,” as described in the *Supplemental Engineer’s Report (Village 2 – Series 2023 Project)*, dated May 25, 2023; and

**WHEREAS**, the District closed on the issuance of the Series 2023 Bonds on July 18, 2023; and

**WHEREAS**, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (“District Staff”) were required to finalize, execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2023 Bonds.

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

**SECTION 1.** The issuance of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of August, 2023.

ATTEST:

**VIERA STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



**VIERA  
STEWARDSHIP DISTRICT**

**6**

This instrument was prepared by and upon recording should be returned to:

Lauren Gentry, Esq.  
**Kilinski | Van Wyk, PLLC**  
517 E. College Avenue  
Tallahassee, Florida 32301

(This space reserved for Clerk)

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**AMENDED AND RESTATED  
DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE VIERA STEWARDSHIP DISTRICT**

**Board of Supervisors<sup>1</sup>  
Viera Stewardship District**

**Todd J. Pokrywa**  
Chairman

**Tiffani Bissett**  
Assistant Secretary

**Amy Mitchell**  
Vice Chairman

**Christopher Wright**  
Assistant Secretary

**Cathleen Conley**  
Secretary

District Manager  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel: (561) 571-0010  
(**“District Manager’s Office”**)

District records are on file at the District Manager’s Office and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of August 15, 2023. For a current list of Board Members, please contact the District Manager’s Office.

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**AMENDED AND RESTATED  
DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO  
REAL PROPERTY UNDERTAKEN BY THE VIERA STEWARDSHIP DISTRICT**

**INTRODUCTION**

On behalf of the Viera Stewardship District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of limited special-purpose local government created pursuant to and existing under the provisions of Chapter 189, *Florida Statutes*, and under Chapter 2006-360, Laws of Florida, as amended (the “**Act**”). Pursuant to the Act, the District must take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the District, and such information shall be made available to all existing residents and all prospective residents of the District.

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

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 189, *Florida Statutes*, and established by Chapter 2006-360, Laws of Florida, which became effective on June 23, 2006, and which was amended to amend the boundaries of the District by Chapter 2009-249, Laws of Florida, effective June 1, 2009. The District boundaries currently encompass approximately 13,441.6 acres located within Brevard County, Florida, as described in **Exhibit A**. As a local unit of limited special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction, and provides 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.

The Act provides that a five-member Board of Supervisors (the “**Board**” and individually, “**Supervisors**”) serves as the governing body of the District. 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.

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.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection at the District Manager's Office during normal business hours. Certain records are available on the District's website, <http://www.vierastewardshipdistrict.org/>.

### **OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS**

The District is authorized by the Act to, amongst other things, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, finance, fund, and maintain improvements, systems, facilities, services, works, projects, and infrastructure.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On June 19, 2020, the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Brevard County, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$670,000,000 in Viera Stewardship District Special Assessment Revenue Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"). On July 22, 2020, the Eighteenth Judicial Circuit of Florida, in and for Brevard County, Florida, entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

#### ***Capital Improvement Plan***

In 2020, the District authorized the construction and/or financing of its master capital improvement plan ("**CIP**") for the areas known as "Village 2" and "Village 3." The CIP includes, among other things, master stormwater management facilities, neighborhood stormwater management facilities, public roadways, water, reuse, and wastewater facilities, a community parks and trails system, and community and neighborhood signage, landscape, and irrigation, as well as soft costs. The total CIP is estimated to cost approximately **\$481,008,630** and is described in more detail in the *Master Engineer's Report for Capital Improvements*, dated March 23, 2020 ("**Master Engineer's Report**"). At the time the Master Engineer's Report was prepared, based upon preliminary information provided by The Viera Company ("**Developer**"), the current development plan for the Villages 2 and 3 envisions a total of 7,440 single-family detached (SFD) residential dwelling units, 860 single-family attached (SFA) residential dwelling units, 1,340 multi-family (MF) residential dwelling units, 289 beds of assisted living facilities (ALF), 250 hotel rooms, 700,000 square feet of retail, 510,000 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.

## ***Master Assessment Liens***

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of special assessment bonds, to be secured by one or more non-ad valorem debt service special assessment liens on certain benefitted lands within the District, as described in the *Master Assessment Methodology Report*, dated March 31, 2020 (“**Master Assessment Report**”). The Master Assessment Report describes the assessment methodology for allocating the debt anticipated to be incurred by the District. The District has imposed four separate assessment liens, as described in the Master Assessment Report: (1) a lien securing assessments for the Master Infrastructure Improvements benefitting developable lands within Village 2; (2) a lien securing assessments for Neighborhood Infrastructure Improvements benefitting the single-family land uses within Village 2; (3) a lien securing assessments for the Master Infrastructure Improvements benefitting developable lands within Village 3; and (4) a lien securing assessments for the Neighborhood Infrastructure Improvements benefitting the single-family land uses within Village 3, all as more particularly described and defined in the Master Assessment Report. Each lien is inchoate until the District issues bonds.

For each series of bonds secured by special assessments, if there are changes to the development plan causing a change in the ultimate number of platted units, a true-up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment is required.

The Master Assessment Report and the reports that supplement it are designed to conform to the requirements of Chapters 170 and 197, *Florida Statutes*, and the Act, and are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

## ***Series 2021 Bonds and Assessments (Village 2 – Series 2021 Project)***

The District has authorized the construction and/or acquisition of its “**Series 2021 Project**,” comprised of Master Infrastructure Improvements benefitting certain lands within Village 2, as the first phase of the CIP. On November 19, 2021, the District issued its **\$23,865,000**, Viera Stewardship District Special Assessment Revenue Bonds, Series 2021 (Village 2 – Series 2021 Project) (“**2021 Bonds**”) to finance all or a portion of the Series 2021 Project. The amortization schedules for the Series 2021 Bonds are available at the District Manager’s Office. The Series 2021 Project is estimated to cost approximately **\$28,452,905.60** and is described in the *Supplemental Engineer’s Report (Village 2 - Series 2021 Project)*, dated October 28, 2021 (“**Series 2021 Engineer’s Report**”). A portion of the Series 2021 Project will be financed by the 2021 Bonds, and a portion will be financed directly by the Developer.

The 2021 Bonds are secured by special assessments (“**Series 2021 Assessments**”) levied and imposed on certain benefitted lands within Village 2 (“**2021 Assessment Area**”). The Series 2021 Assessments are further described in the *Final First Supplemental Assessment Methodology Report*, dated November 10, 2021 (“**2021 Assessment Report**”). The Series 2021 Assessments will initially be levied on the approximately 2,969.87 acres of land comprising the 2021 Assessment Area, and as lots are platted the assessments are anticipated to be allocated to the single-family lots planned for the 2021 Assessment Area on a first-platted, first-assigned basis. It is anticipated that the Series 2021 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property, but the assessments may be collected by any other legal means available to the District. The 2021 Assessment Report and any future supplemental reports are designed to conform to the requirements of Chapters 170 and 197, *Florida Statutes*, and the Act, and are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

Pursuant to the 2021 Assessment Report and the levy of Series 2021 Assessments, the Series 2021 Assessments are limited to the following annual amounts per residential unit: (a) Single Family Attached Residential Unit – maximum of \$750; and (b) Single Family Detached Residential Unit – maximum of \$1,000. Schedules of the annual assessments on benefitted property levied to defray the debt service obligations of the District are available for public inspection at the District Manager’s Office.

### ***Series 2023 Bonds and Assessments (Village 2 – Series 2023 Project)***

The District has authorized the construction and/or acquisition of its “**Series 2023 Project**,” comprised of Master Infrastructure Improvements benefitting certain lands within Village 2, as the second phase of the CIP. On July 18, 2023, the District issued its **\$25,755,000**, Viera Stewardship District Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (“**2023 Bonds**”) to finance a portion of the Series 2023 Project. The amortization schedules for the Series 2023 Bonds are available at the District Manager’s Office. The Series 2023 Project is estimated to cost approximately **\$26,991,542** and is described in the *Supplemental Engineer’s Report (Village 2 - Series 2023 Project)*, dated May 25, 2023 (“**Series 2023 Engineer’s Report**”). A portion of the Series 2023 Project will be financed by the 2023 Bonds, and a portion will be financed directly by the Developer.

The 2023 Bonds are secured by special assessments (“**Series 2023 Assessments**”) levied and imposed on certain benefitted lands within Village 2 (“**2023 Assessment Area**”). The Series 2023 Assessments are further described in the *Final Second Supplemental Assessment Methodology Report*, dated June 28, 2023 (“**2023 Assessment Report**”). The Series 2023 Assessments will initially be levied on the approximately 2,129.41 acres of land comprising the 2023 Assessment Area, and as lots are platted the assessments are anticipated to be allocated to the single-family lots planned for the 2023 Assessment Area on a first-platted, first-assigned basis. It is anticipated that the Series 2023 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property, but the assessments may be collected by any other legal means available to the District. The 2023 Assessment Report and any future supplemental reports are designed to conform to the requirements of Chapters 170 and 197, *Florida Statutes*, and the Act, and are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

Pursuant to the 2023 Assessment Report and the levy of Series 2023 Assessments, the Series 2023 Assessments are limited to the following maximum annual amounts per residential unit: (a) Single Family Attached Residential Unit – maximum of \$750 (actual levied amount: \$749.74); and (b) Single Family Detached Residential Unit – maximum of \$1,000 (actual levied amount: \$999.65). Schedules of the annual assessments on benefitted property levied to defray the debt service obligations of the District are available for public inspection at the District Manager’s Office.

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

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

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by the Act. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

### **METHODS OF COLLECTION**

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Brevard County Tax Collector in the same manner as county ad valorem taxes ("**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Viera Stewardship District, c/o Wrathell, Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Attn: District Manager, Offices: or call (561) 571-0010.

*[Signature on following page]*



**IN WITNESS WHEREOF**, this *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Viera Stewardship District* has been executed as of the \_\_\_\_\_ day of August 2023, and recorded in the Official Records of Brevard County, Florida.

**VIERA STEWARDSHIP DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me [ ] in person or [ ] by means of electronic notarization this \_\_\_\_\_ day of August 2023, by **Todd J. Pokrywa**, Chairman of the Viera Stewardship District, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification, and did not take the oath.

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

**Exhibit A:**     Legal Description – District Boundaries

EXHIBIT A

Commence at a 4" X 4" concrete monument at the Northwest corner of Section 30, Township 25 South, Range 36 East and run N89°21'55"E, along the North line of said Section 30, a distance of 2,545.93 feet, to an iron rod and the POINT OF BEGINNING of the herein described lands; thence S08°24'33"E, a distance of 748.62 feet, to an iron rod; thence S08°55'25"E, a distance of 405.40 feet, to an iron rod; thence S07°53'09"E, a distance of 404.42 feet, to an iron rod; thence S07°41'38"E, a distance of 556.16 feet, to an iron rod; thence S08°07'57"E, a distance of 556.72 feet, to an iron rod; thence S07°54'48"E, a distance of 556.44 feet, to an iron rod; thence S08°10'16"E, a distance of 880.33 feet, to an iron rod; thence S07°57'39"E, a distance of 482.44 feet, to an iron rod; thence S79°41'18"W, a distance of 8.69 feet, to an iron rod; thence S07°38'31"E, a distance of 396.84 feet, to an iron rod; thence S13°30'01"W, a distance of 6.84 feet, to an iron rod; thence S68°53'11"W, a distance of 456.26 feet, to an iron rod; thence S75°44'29"W, a distance of 86.29 feet, to an iron rod; thence S64°14'40"W, a distance of 129.79 feet, to an iron rod; thence S68°29'29"W, a distance of 703.75 feet, to an iron rod; thence S03°43'55"E, a distance of 774.28 feet, to an iron rod; thence S03°43'05"E, a distance of 420.39 feet, to an iron rod; thence S17°31'55"W, a distance of 31.51 feet, to an iron rod; thence S02°10'23"W, a distance of 15.32 feet, to an iron rod; thence S84°49'06"W, a distance of 1,260.85 feet, to an iron rod; thence S65°26'07"W, a distance of 553.39 feet, to an iron rod; thence S65°16'09"W, a distance of 553.65 feet, to an iron rod; thence S65°26'06"W, a distance of 552.21 feet, to an iron rod; thence S65°42'09"W, a distance of 553.14 feet, to an iron rod; thence S86°33'52"W, a distance of 560.20 feet, to an iron rod; thence S86°36'43"W, a distance of 1,119.98 feet, to an iron rod; thence N15°49'12"W, a distance of 53.08 feet, to an iron rod; thence S88°41'21"W, a distance of 144.31 feet to an iron rod; thence S86°14'12"W, a distance of 360.22 feet, to an iron rod; thence S44°22'00"W, a distance of 2,194.87 feet, to an iron rod; thence S02°24'20"E, a distance of 99.12 feet, to an iron rod; thence S46°55'21"W,

a distance of 146.56 feet, to an iron rod; thence S65°38'19"W, a distance of 194.77 feet, to an iron rod; thence S63°42'25"W, a distance of 577.43 feet, to an iron rod; thence S69°45'01"W, a distance of 412.41 feet, to an iron rod; thence N89°15'09"W, a distance of 79.29 feet, to an iron rod; thence S73°35'49"W, a distance of 521.37 feet, to an iron rod; thence S87°25'48"W, a distance of 483.14 feet, to an iron rod; thence S87°26'32"W, a distance of 966.55 feet, to an iron rod; thence S87°21'06"W, a distance of 485.66 feet, to an iron rod; thence S62°14'38"W, a distance of 444.40 feet, to an iron rod; thence S62°17'07"W, a distance of 446.88 feet, to an iron rod; thence S62°19'23"W, a distance of 358.90 feet, to an iron rod; thence S62°27'13"W, a distance of 370.19 feet, to an iron rod; thence S77°23'47"W, a distance of 411.83 feet, to an iron rod; thence S00°53'45"W, a distance of 125.73 feet, to an iron rod; thence S00°13'05"W, a distance of 658.60 feet, to an iron rod; thence S00°02'40"E, a distance of 1,583.00 feet, to an iron rod; thence S00°01'31"E, a distance of 543.46 feet, to an iron rod; thence S06°38'41"E, a distance of 236.05 feet, to an iron rod; thence S00°05'15"W, a distance of 1,609.02 feet, to an iron rod; thence N89°56'44"E, a distance of 1,150.63 feet, to an iron rod; thence N89°41'56"E, a distance of 575.37 feet, to an iron rod; thence S89°48'28"E, a distance of 575.27 feet, to an iron rod; thence S05°17'41"E, a distance of 5,150.06 feet, to an iron rod; thence S88°28'59"W, a distance of 892.20 feet, to an iron rod; thence S89°18'35"W, a distance of 1,352.16 feet, to an iron rod; thence N88°11'42"W, a distance of 478.57 feet, to an iron rod; thence S04°20'09"W, a distance of 165.35 feet, to an iron rod; thence S44°31'42"E, a distance of 1,884.04 feet, to an iron rod; thence S44°35'30"E, a distance of 3,917.97 feet, to an iron rod; thence S62°09'21"E, a distance of 2,317.97 feet, to an iron rod; thence S61°05'48"E, a distance of 649.92 feet, to an iron rod; thence N47°16'55"E, a distance of 35.75 feet, to an iron rod; thence S61°57'44"E, a distance of 923.38 feet, to an iron rod; thence S41°26'58"E, a distance of 273.10 feet, to an iron rod; thence S30°04'29"E, a distance of 310.25 feet, to an iron rod; thence S34°43'38"E, a distance of 598.07 feet, to an iron rod; thence S26°25'22"E, a distance of 301.86 feet, to an iron rod; thence S04°19'41"E, a distance of 773.92 feet, to an iron rod; thence S03°54'52"E, a distance of 1,444.29 feet, to an iron rod; thence S88°57'24"E, a distance of 504.03 feet, to an iron rod; thence S13°21'03"W, a distance of 118.12 feet, to an iron rod; thence S34°02'56"W, a distance of 1,348.21 feet, to an iron rod; thence S45°13'06"W, a distance of 1,297.85 feet, to an iron rod; thence S63°01'28"W, a distance of 72.85 feet, to an iron rod; thence S35°48'10"E, a distance of 45.45 feet, to an iron rod; thence S36°43'44"E, a distance of 81.14 feet, to an iron rod; thence S43°22'10"E, a distance of 2,416.90 feet, to an iron rod; thence S54°43'27"E, a distance of 118.25 feet, to an iron rod; thence S76°01'08"E, a distance of 114.63 feet, to an iron rod; thence S89°15'48"E, a distance of 397.01 feet, to an iron rod; thence S67°53'23"E, a distance of 92.26 feet, to an iron rod; thence S27°40'02"E, a distance of 156.14 feet, to an iron rod; thence S64°16'29"E, a distance of 37.61 feet, to an iron rod; thence S89°15'14"E, a distance of 352.87 feet,

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

S53°36'34"E, a distance of 218.94 feet, to an iron rod; thence S64°10'09"E, a distance of 726.09 feet, to an iron rod; thence S64°07'34"E, a distance of 634.55 feet, to an iron rod; thence S62°56'15"E, a distance of 752.40 feet, to an iron rod; thence S65°29'06"E, a distance of 118.42 feet, to an iron rod; thence S59°29'15"E, a distance of 116.71 feet, to an iron rod; thence S41°56'01"E, a distance of 88.47 feet, to an iron rod; thence S39°21'46"E, a distance of 287.92 feet, to an iron rod; thence S39°13'55"E, a distance of 321.23 feet, to an iron rod; thence S39°37'39"E, a distance of 318.13 feet, to an iron rod; thence S51°26'09"E, a distance of 73.03 feet, to an iron rod; thence S75°43'21"E, a distance of 132.64 feet, to an iron rod; thence S81°00'26"E, a distance of 449.69 feet, to an iron rod; thence S61°25'12"E, a distance of 181.24 feet, to an iron rod; thence S76°11'38"E, a distance of 79.34 feet, to an iron rod; thence N83°23'17"E, a distance of 57.02 feet, to an iron rod; thence N57°28'51"E, a distance of 65.75 feet, to an iron rod; thence N48°12'37"E, a distance of 218.65 feet, to an iron rod; thence S71°43'37"E, a distance of 109.38 feet, to an iron rod; thence S55°14'02"E, a distance of 91.32 feet, to an iron rod; thence S38°01'21"E, a distance of 56.46 feet, to an iron rod; thence S03°46'11"E, a distance of 62.49 feet, to an iron rod; thence S00°46'56"W, a distance of 262.22 feet, to an iron rod; thence S13°01'47"E, a distance of 243.27 feet, to an iron rod; thence S16°57'33"E, a distance of 140.72 feet, to an iron rod on the South line of the Southeast one-quarter of Section 33, Township 26 South, Range 36 East; thence N88°28'46"E along the South line of said Section 33, 1212.95 feet to Southwest Corner of Section 34, Township 26 South, Range 36 East; thence N89°06'05"E along the South line of said Section 34, 4798.14 feet to a point on the West Right-of-Way line of Interstate 95 (Circuit Court Book 53, Pages 359-363, Public Records of Brevard County Florida), thence N00°03'59"W, along said Right-of-Way 2480.30 feet; thence N00°28'45"W, 328.41 feet, to a point on the South Boundary line of Nail Farms (Deed Book 63, Page 155, Public Records of Brevard County, Florida); thence S78°21'10"W along said South Line, 303.63 feet; thence N00°38'50"W, 554.40 feet; thence N89°21'11"E, 290.53 feet, to a point on the said West Right-of-Way line of Interstate 95 and a non-tangent intersection with a curve to the left; Thence along said Right-of-Way line and the arc of said curve, (said curve being concave to the West and having a radius of 22800.32 feet; a radial bearing of S87°51'38"W, a delta angle of 12°22'37", a chord distance of 4915.73 feet; and a chord bearing of N08°19'41"W) a distance of 4925.30 feet to the end of said curve; thence N14°30'59"W, 4457.16 feet; thence S75°29'01"W, 200.00 feet; thence N14°30'59"W, 950.00 feet; thence N75°29'01"E, 200.00 feet; thence N14°30'59"W, 4932.58 feet to the Southeast corner of the Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 3 (Plat Book 44 Pages 52-54, Public Records of Brevard County, Florida); thence S61°38'33"W along the South line of said Plat, 86.02 feet to a non-tangent intersection with a curve to the left; Thence along the arc of said curve, (said curve being concave to the West and having a radius of 750.00 feet; a radial bearing of S61°38'33"W, a delta angle of 33°08'08", a chord distance of 427.72 feet; and a chord bearing of N44°55'31"W) a distance of 433.74 feet to the end of said curve and a point on the East

line of a parcel of land described in Official Records Book 4568, Pages 518-522, Public Records of Brevard County, Florida; thence S14°30'59"E along the East line of said parcel, 253.23 feet; thence S75°13'39"W, 717.10 feet; thence N14°17'52"W, 287.62 feet to the beginning of a curve to the right; Thence along the arc of said curve, (said curve being curved concave to the East and having a radius of 50.00 feet; a delta angle of 39°18'18", a chord distance of 33.63 feet; and a chord bearing of N05°21'17"E) a distance of 34.30 feet to the beginning of a reverse curve to the left; Thence along the arc of said curve, (said curve being curved concave to the West and having a radius of 195.00 feet; a delta angle of 39°31'10", a chord distance of 131.85 feet, and a chord bearing of N05°14'51"E) a distance of 134.50 feet to the Southeast corner of the Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 5 (Plat Book 45, Page 22, Public Records of Brevard County, Florida) and a non-tangent intersection with a curve to the left; Thence along the South line of said Plat and the arc of said curve, (said curve being concave to the Southeast and having a radius of 750.00 feet; a radial bearing of S25°55'03"E, a delta angle of 47°24'20", a chord distance of 602.99 feet; and a chord bearing of S40°22'47"W) a distance of 620.54 feet to the end of said curve; thence S76°30'35"W, 326.63 feet to the Southwest corner of said plat and a point on the East line of the Plat of Trafford West (Plat Book 51, Page 54, Public Records of Brevard County, Florida) and a non-tangent intersection with a curve to the right; Thence along the East line of said plat and arc of said curve, (said curve being concave to the West and having a radius of 3025.00 feet; a delta angle of 01°51'26", a chord distance of 98.06 feet; and a chord bearing of S12°33'47"E) a distance of 98.06 feet to a non-tangent intersection with the Southerly boundary of said plat; thence along said Southerly boundary the following 5 courses and distances:

- 1) S89°08'33"W, 217.69 feet;
- 2) S35°10'57"W, 136.27 feet;
- 3) S00°51'27"E, 242.81 feet;
- 4) S89°08'33"W, 725.22 feet;
- 5) N00°51'27"W, 898.20 feet to the Northwest corner of Tract A of said Trafford West, and a point on the South Right-of-Way line of Trafford Drive;

thence S89°08'33"W along said Right-of-Way line of Trafford Drive, 50.00 feet to the Southwest corner of Trafford Drive; thence N00°51'27"W along the West line of Trafford Drive, 100.00 feet to the Northwest corner of Trafford Drive; thence N89°08'33"E along the North Right-of-Way line of Trafford Drive, 70.79 feet to the Southwest corner of that certain parcel of land described in Official Records Book 4939, Page 1184; thence N00°51'24"W, along the West line of said parcel, 401.50 feet to the Northwest corner of said parcel; thence N89°08'33"E, along the North line of said Parcel, 590.76 feet to the Northeast corner of said parcel and a point on the West Right-of-Way line of Lake Andrew Drive (150' Right-of Way, Tract G-1, Plat of Viera Central PUD, Tract

12, Unit 1, Parcels 1-3, Phase 4, Plat Book 44, Pages 91-92); thence N31°59'26" W along said West Right-of-Way, 1061.84 feet to the beginning of a curve to the right; Thence along the arc of said curve, (said curve being concave to the Northeast and having a radius of 2075.00 feet; a delta angle of 10°02'20", a chord distance of 363.10 feet, and a chord bearing of N26°58'16"W) a distance of 363.57 feet to the end of said curve; thence S69°25'46"W, 700.00 feet; thence N20°34'14"W, 100.00 feet; thence S69°25'46"W, 208.37 feet; thence S89°08'33"W, 566.39 feet; thence S44°08'33"W, 1022.48 feet; thence S89°08'33"W, 150.00 feet; thence N00°51'27"W, 318.85 feet; thence S89°08'33"W, 40.00 feet; thence N00°51'27"W, 40.00 feet; thence S89°08'33"W, 1293.68 feet; thence N00°51'27"W, 1059.47 feet; thence S89°08'33"W, 150.00 feet; thence S00°51'27"E, 438.26 feet; thence S89°08'33"W, 1552.65 feet; thence N00°35'21"E, 849.03 feet to a point on the South Right-of Way line of Wickham Road (Plat of Wickham Road Extension, Plat Book 50, Page 10, Public Records of Brevard County, Florida); thence S89°08'33"W along the South line of said plat, 2225.96 feet to the Southwest corner of said Plat; thence N00°51'27"W along the West line of said plat, 150.00 feet to the Northwest corner of said plat of Wickham Road Extension, and a point on the South line of the Plat of Heritage Isle - Phase 1 (Plat Book 50, Pages 61-66, Public Records of Brevard County, Florida); thence S89°08'33"W along the South line of said plat of Heritage Isle - Phase 1, 1772.10 feet to a point on the West line of the Viera Development of Regional Impact (DRI) (as described in Official Records Book 4459, Page 3677, Public Records of Brevard County, Florida) and the West line of Section 8, Township 26 South, Range 36 East; thence N00°35'22"W along the West line of said Viera DRI and Section 8, 5227.90 feet to the Southwest Corner of Section 5, Township 26 South, Range 36 East; thence N00°33'35"W along the West line of said Section 5, 5290.28 feet to the Southwest corner of Section 32, Township 25 South, Range 36 East thence N00°31'18"E along the West line of said Section 32, 4667.92 feet; thence N66°33'30"E, 1990.78 feet to the beginning of a curve to the left; Thence along the arc of said curve, (said curve being curved concave to the Northwest and having a radius of 2988.25 feet; a delta angle of 28°53'46", a chord distance of 1491.15 feet; , and a chord bearing of N52°06'37"E) a distance of 1507.07 feet to the end of said curve and an intersection with a non-tangent line; thence N26°25'15"W, along said non-tangent line, 1508.04 feet; thence N00°33'05"W, 470.00 feet; thence N45°39'16"W, 1200.05 feet; thence S89°26'55"W, 150.00 feet; thence N45°51'06"W, 274.34 feet; thence N00°33'05"W, 1456.41 feet to a point on the North line of Section 29, Township 25 South, Range 36 East; thence S89°20'44"W along the North line of said Section 29, 1153.36 feet to the Northeast corner of Section 30, Township 25 South, Range 36 East; Thence S89°23'19"W along the North line of said Section 30, 2789.62 feet to the POINT OF BEGINNING.

Subject to Easements, Restrictions, Reservations and Rights-of-way of record.

LESS AND EXCEPT those certain parcels of land described in Official Records Book 2951, Page 1574; Official Records Book 3412, Page 4823; Official Records Book 4203, Page 2463; Official Records Book 5262, Page

3838; AND LESS AND EXCEPT that certain parcel of land described in Civil Action Documents 96-16731-CA-F; all being recorded in the Public Records of Brevard County, Florida.

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

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

PARCEL 1

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

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

PARCEL 3

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

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



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

PARCEL 5

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

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

A DISTANCE OF 23.68 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES MORE OR LESS.

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

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

PARCEL 2

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

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

PARCEL 4

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

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE. ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN ALONG THE CURVED SOUTH LINE OF SAID VIERA HEALTH COMPLEX, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, HAVING A RADIUS 25.00 FEET, A CENTRAL ANGLE OF 87°57'13", A CHORD LENGTH OF 34.72 FEET AND A CHORD BEARING OF S25°27'10" W), A DISTANCE OF 38.38 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTH LINE S69°25'46"W A DISTANCE OF 675.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S69°25'46"W A DISTANCE OF 208.37 FEET; THENCE S89°08'33"W A DISTANCE OF 566.39 FEET; THENCE S44°08'33"W A DISTANCE OF 247.49 FEET; THENCE N89°08'33"E A DISTANCE OF 637.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 19°42'47"), A DISTANCE OF 266.64 FEET TO THE END OF SAID CURVE; THENCE N69°25'46"E A DISTANCE OF 240.26 FEET TO A CUSP OF CURVE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°02'06", A CHORD LENGTH OF 38.03 FEET AND A CHORD BEARING OF S19°54'43"W), A DISTANCE OF 43.21 FEET TO THE END OF SAID CURVE; THENCE S29°36'20"E A DISTANCE OF 98.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 6°02'07"), A DISTANCE OF 50.04 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 101°34'25"), A DISTANCE OF 44.32 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 17°12'40", A CHORD LENGTH OF 245.40 FEET AND A CHORD BEARING OF N34°10'47E), A DISTANCE OF 246.32 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S64°25'33"E ALONG SAID NON-TANGENT LINE A DISTANCE OF 70.00 FEET; THENCE N25°34'27"E A DISTANCE OF 202.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 23°29'28", A CHORD LENGTH OF 65.14 FEET AND A CHORD BEARING OF N37°19'11"E), A DISTANCE OF 65.60 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; THENCE S69°25'46"W ALONG SAID

NON-TANGENT LINE A DISTANCE OF 622.64 FEET; THENCE N20°34'14"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 5.54 ACRES MORE OR LESS.

PARCEL 6

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

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

PARCEL 7

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

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

A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.65 ACRES MORE OR LESS.

TOTAL NET ACREAGE: 13.441.6 MORE OR LESS

**VIERA  
STEWARDSHIP DISTRICT**

**7A**



VIERA STEWARDSHIP DISTRICT  
2300 GLADES RD

BOCA RATON, FL, 33431

Ad#5774160 7/26, 8/2/2023  
VIERA STEWARDSHIP DISTRICT

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

**STATE OF WISCONSIN COUNTY OF BROWN:**

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

**Notice Public Hearing**

as published in **FLORIDA TODAY** in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

**07/26/2023, 08/02/2023**

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of August 2023, by legal clerk who is personally known to me

*D. Roberts*

Affiant

*Kathleen Allen*

Notary State of Wisconsin County of Brown

*1-7-23*

My commission expires  
Publication Cost: \$583.58  
Ad No: 0005774160  
Customer No: BRE-6VS619  
**This is not an invoice**  
# of Affidavits: 1

**KATHLEEN ALLEN**  
Notary Public  
State of Wisconsin

The Board of Supervisors ("Board") of the Viera Stewardship District ("District") will hold a public hearing on August 15, 2023, at 9:30 a.m. at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at [www.vierastewardshipdistrict.org](http://www.vierastewardshipdistrict.org).

Due to the restriction on the number of people permitted in the meeting room, the meeting will be limited to physical attendance by Board members only. The District fully encourages public participation in a safe and efficient manner, however, any member of the public and staff wishing to listen to or participate in the Board meeting can do so by logging into Zoom Video Communications via computer or smart phone at <https://us06web.zoom.us/j/89548653960?pwd=Ni80MkRkckZlZGRVYXJPNi9QZ0owdz09>, Meeting ID: 895 4865 3960, Passcode: 997239 or dial in telephonically at (305) 224-1968 and enter the Meeting ID: 895 4865 3960, Passcode: 997239.

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

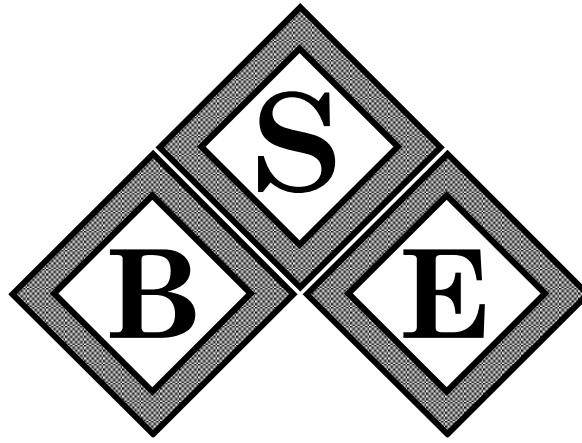
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

**VIERA  
STEWARDSHIP DISTRICT**

**7B**



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

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**PREPARED FOR:**

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

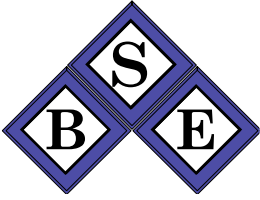
**PREPARED BY:**

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

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**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 14, 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

11198/11198.11.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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B. Location Map	

## **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  $\pm 447.69$  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 \$199,208.00.
- **PCT Area Maintenance:** There are  $\pm 28.69$  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 \$144,320.00 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 \$2,600.00 per quarter or \$10,400.00 annually, canal maintenance for the western outfall canals at an estimated amount of \$99,895.00 and a contingency of \$2,500.00 for erosion, emergency repairs and other mowing, for a total of \$138,095.00 in this line item.
- **Monitoring and Miscellaneous Work by Ecologist:** The District's Ecologist will perform the first annual monitoring event and compile/submit a monitoring report to the US Army Corps of Engineers for the VWP Stage 2 mitigation area and perform various inspections and miscellaneous work at an estimated cost of \$10,000.00.

- **Wetland/Habitat Maintenance in Viera Wilderness Park (VWP), Stage 1:** Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP) and consists of the following items:
  - Targeted spraying in the conservation district at a cost of \$6,000.00.
  - TOTAL: \$6,000.00
  
- **Wetland/Habitat Maintenance in Viera Wilderness Park (VWP), Stage 2:** Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP) and consists of the following items:
  - Mechanical removal of Brazilian pepper in VWP Stage 2 (rural district and conservation district) at a cost of \$3,500.00 per week for forty-five (45) weeks, or \$135,000.00
  - Mowing/mulching and tractor spraying for cogon grass in the conservation district and the rural district at a cost of \$6,500.00 for two weeks, or \$13,000.00.
  - Targeted spraying in the fall with a ground crew of mitigation areas in the conservation district at a cost of \$12,000.00.
  - TOTAL: \$160,000.00
  
- **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 \$8,500.00.
  
- **Conservation Area Fencing:** The District does not anticipate having to install any additional fencing around the conservation area during the 2023-2024 fiscal year.
  
- **Prescribed Fire:** The District anticipates completing Prescribed Fire Management activities on one quarter ( $\pm$ 500 acres) of approximately 2,000 acre Conservation District, including pre-planning, site preparation and burn day support, at an estimated cost of \$60,000.00.
  
- **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**

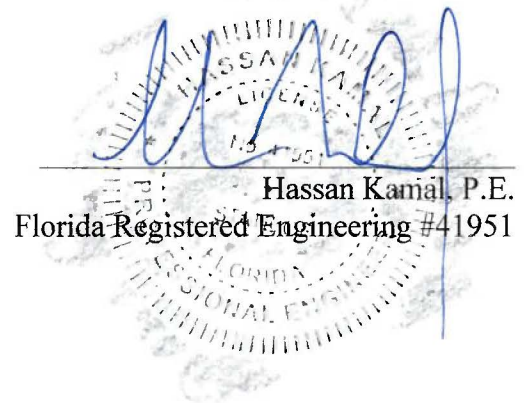
<u>Improvement</u>	<u>Ownership/Maintenance Entity</u>	<u>Estimated Actual Cost</u>
• Aquatic Weed Control; Strom Park, Reeling Park, Trasona, Kerrington, Loren Cove, Loren Cove South, Valencia, Seville, Sendero Cove and Bridgewater Drainage System	VSD	\$199,208.00
• PCT Area Maintenance	VSD	\$ 5,000.00
• Street Lighting	VSD	\$144,320.00
• Subdivision Contingency	VSD	\$ 3,000.00
• Aquatic Weed Control for Canal	VSD	\$138,095.00
• District Ecologist	VSD	\$ 10,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 1	VSD	\$ 6,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 2	VSD	\$135,000.00
• Maintenance of Burrowing Owl Preserve/ Conservation Easement	VSD	\$ 8,500.00
• Prescribed Fire	VSD	\$ 60,000.00
• District-wide Contingency	VSD	<u>\$ 4,000.00</u>
<b><i>Total</i></b>		<b><i>\$713,123.00</i></b>

#### 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**



## 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

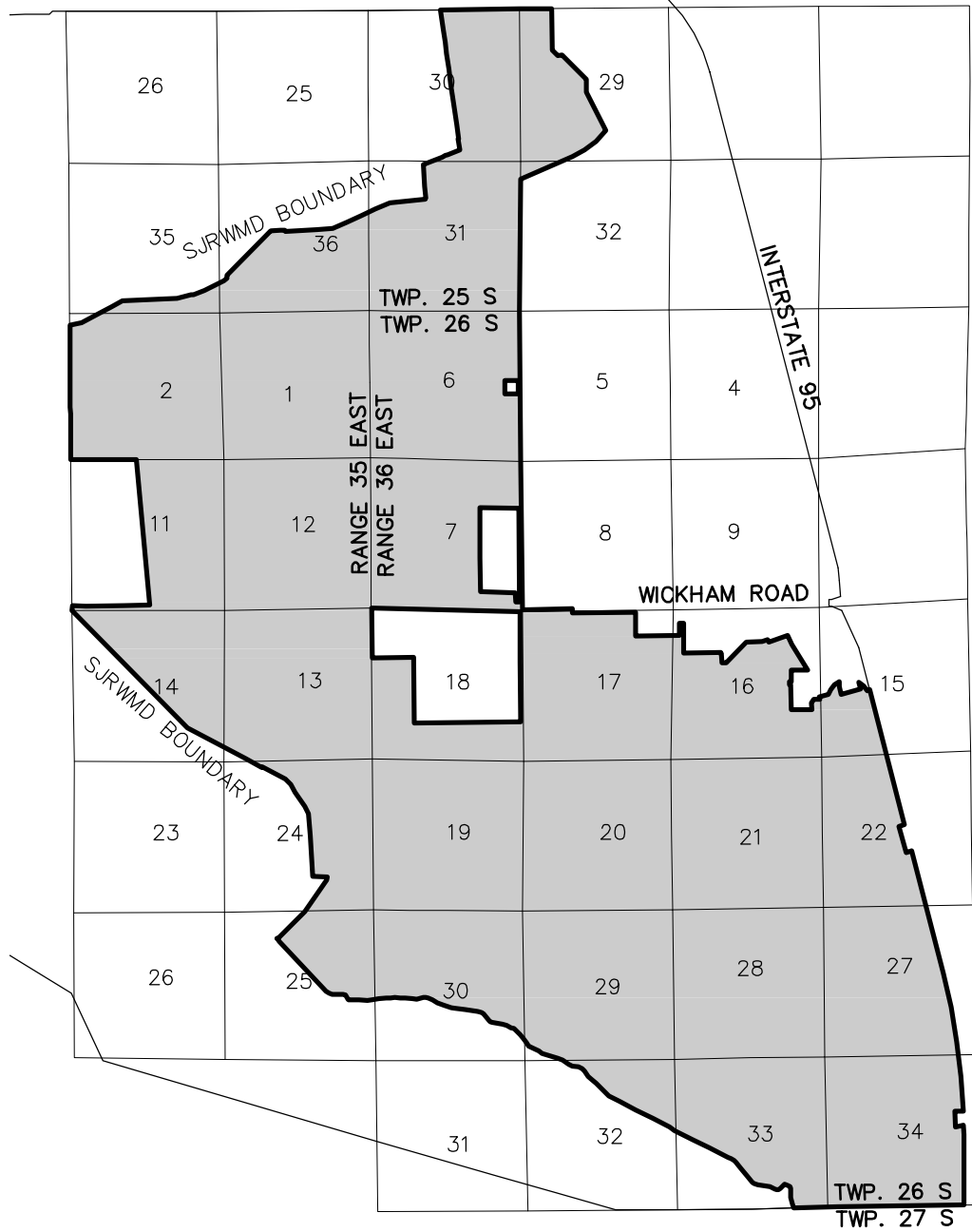


A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST  
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

## **APPENDIX B**



**VIERA STEWARDSHIP DISTRICT**  
**LOCATION MAP**

NTS



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

DATE: 6/17/13  
 DRAWN: WFV  
 CHECKED: HAK  
 DRAWING# 11198\_200\_001  
 PROJECT# 11198  
 SHEET 1 OF 1

**VIERA  
STEWARDSHIP DISTRICT**

**7C**

## RESOLUTION 2023-09

**THE ANNUAL APPROPRIATION RESOLUTION OF THE VIERA STEWARDSHIP DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in July, 2023, submitted to the District's Board of Supervisors ("**Board**") the proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of the Act; and

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

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

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

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

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

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

### **SECTION 1. BUDGET**

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

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

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of the Act ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Viera Stewardship District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$2,329,189 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$ 976,809
DEBT SERVICE FUND (SERIES 2021)	\$1,352,380
TOTAL ALL FUNDS	\$2,329,189

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

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

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

**PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2023.**

ATTEST:

**VIERA STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2023/2024 Budget

**Exhibit A:** FY 2023/2024 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	
<b>REVENUES</b>					
Assessment levy - gross	\$ 652,350				\$ 848,354
Allowable discounts	(26,094)				(33,934)
Assessment levy - net	626,256	\$ 617,756	\$ 8,500	\$ 626,256	814,420
Assessment levy - off-roll	129,160	62,557	66,603	129,160	124,917
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	1,000	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>976,809</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
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	-	-	-	-	5,000
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	16,967
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>187,785</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		
<b>Field Management Operations</b>					
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>
<b>Maintenance - Platted Lots/Subdivision</b>					
Drainage system and natural areas	199,208	108,099	91,109	199,208	208,448
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>360,768</u>
<b>Maintenance - Environmental (District-wide)</b>					
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	-	-	-	-	60,000
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Total maintenance - environmental (District-wide)	<u>267,595</u>	<u>22,308</u>	<u>245,287</u>	<u>267,595</u>	<u>386,595</u>
Total expenditures	<u>792,888</u>	<u>257,027</u>	<u>537,361</u>	<u>794,388</u>	<u>950,148</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	425,235	(425,386)	(151)	26,661
Fund balance - beginning (unaudited)	61,750	153,216	578,451	153,216	153,065
Fund balance - ending (projected)					
Unassigned	61,750	578,451	153,065	153,065	179,726
Fund balance - ending (projected)	<u>\$ 61,750</u>	<u>\$ 578,451</u>	<u>\$ 153,065</u>	<u>\$ 153,065</u>	<u>\$ 179,726</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	<b>Wrathell, Hunt and Associates, LLC</b> 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	<b>Wrathell, Hunt and Associates, LLC</b> 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.	5,000

**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	16,967
Monies due for tax collections	
Contingency	20,144
<b>Field Management Operations</b>	
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.	
<b>Maintenance - Platted Lots/Subdivision</b>	
Drainage system and natural areas	208,448
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 \$15,780 per month for a total of \$189,468 annually. The District also has a contract with Ecor Industries for maintenance of natural areas with bi-monthly fees of \$2,230 totaling \$13,380 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
The District anticipates having to maintain this preserve area for the following items:	
• Maintenance of VBOP (222 acres) at a cost of \$7,500.	
• Reconnaissance level monitoring of the three burrowing owl preserves and information reporting by the environmental professional at a cost of \$1,000.	
Prescribed fire	60,000
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.	
Contingency: district-wide	4,000
This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year.	
Total expenditures	<u><u>\$ 950,148</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	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ -				\$ 1,406,108
Allowable discounts (4%)	-				(56,244)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	1,349,864
Assessment levy: off-roll	-	-	-	-	-
Assessment prepayments	-	-	-	-	-
Interest	-	25,603	-	25,603	-
Total revenues	-	25,603	-	25,603	1,349,864
<b>EXPENDITURES</b>					
<b>Debt service</b>					
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**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>23,865,000.00</b>		<b>16,109,280.00</b>	<b>39,974,280.00</b>	

**VIERA  
STEWARDSHIP DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
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 Revenue & Expenditures	
<b>REVENUE</b>					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
Total revenue	-	-	-	-	-
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	-
Interest	-	-	-	-	1,072,928
Cost of issuance	-	-	234,897	-	-
Underwriter's Discount	-	-	515,100	-	-
Total expenditures	-	-	749,997	-	1,072,928
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds			3,546,359		
Original issue discount			(173,336)		
Total other financing sources/(uses)	-	-	3,373,023	-	-
Net increase/(decrease) in fund balance	-	-	2,623,026	-	(1,072,928)
Beginning fund balance (unaudited)	-	-	-	-	2,623,026
Ending fund balance (projected)	\$ -	\$ -	\$2,623,026	\$ 2,623,026	1,550,098
Use of fund balance:					
Debt service reserve account balance (required)					(867,670)
Interest expense - November 1, 2024					(682,428)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ -

**VIERA  
STEWARDSHIP DISTRICT  
SERIES 2023AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/23			390,500.18	390,500.18	25,755,000.00
05/01/24			682,427.50	682,427.50	25,755,000.00
11/01/24			682,427.50	682,427.50	25,755,000.00
05/01/25	375,000.00	4.600%	682,427.50	1,057,427.50	25,380,000.00
11/01/25			673,802.50	673,802.50	25,380,000.00
05/01/26	395,000.00	4.600%	673,802.50	1,068,802.50	24,985,000.00
11/01/26			664,717.50	664,717.50	24,985,000.00
05/01/27	415,000.00	4.600%	664,717.50	1,079,717.50	24,570,000.00
11/01/27			655,172.50	655,172.50	24,570,000.00
05/01/28	435,000.00	4.600%	655,172.50	1,090,172.50	24,135,000.00
11/01/28			645,167.50	645,167.50	24,135,000.00
05/01/29	455,000.00	4.600%	645,167.50	1,100,167.50	23,680,000.00
11/01/29			634,702.50	634,702.50	23,680,000.00
05/01/30	475,000.00	4.600%	634,702.50	1,109,702.50	23,205,000.00
11/01/30			623,777.50	623,777.50	23,205,000.00
05/01/31	495,000.00	4.600%	623,777.50	1,118,777.50	22,710,000.00
11/01/31			612,392.50	612,392.50	22,710,000.00
05/01/32	520,000.00	4.600%	612,392.50	1,132,392.50	22,190,000.00
11/01/32			600,432.50	600,432.50	22,190,000.00
05/01/33	545,000.00	4.600%	600,432.50	1,145,432.50	21,645,000.00
11/01/33			587,897.50	587,897.50	21,645,000.00
05/01/34	570,000.00	5.300%	587,897.50	1,157,897.50	21,075,000.00
11/01/34			572,792.50	572,792.50	21,075,000.00
05/01/35	605,000.00	5.300%	572,792.50	1,177,792.50	20,470,000.00
11/01/35			556,760.00	556,760.00	20,470,000.00
05/01/36	635,000.00	5.300%	556,760.00	1,191,760.00	19,835,000.00
11/01/36			539,932.50	539,932.50	19,835,000.00
05/01/37	670,000.00	5.300%	539,932.50	1,209,932.50	19,165,000.00
11/01/37			522,177.50	522,177.50	19,165,000.00
05/01/38	705,000.00	5.300%	522,177.50	1,227,177.50	18,460,000.00
11/01/38			503,495.00	503,495.00	18,460,000.00
05/01/39	745,000.00	5.300%	503,495.00	1,248,495.00	17,715,000.00
11/01/39			483,752.50	483,752.50	17,715,000.00
05/01/40	785,000.00	5.300%	483,752.50	1,268,752.50	16,930,000.00
11/01/40			462,950.00	462,950.00	16,930,000.00
05/01/41	830,000.00	5.300%	462,950.00	1,292,950.00	16,100,000.00
11/01/41			440,955.00	440,955.00	16,100,000.00
05/01/42	875,000.00	5.300%	440,955.00	1,315,955.00	15,225,000.00
11/01/42			417,767.50	417,767.50	15,225,000.00
05/01/43	920,000.00	5.300%	417,767.50	1,337,767.50	14,305,000.00
11/01/43			393,387.50	393,387.50	14,305,000.00
05/01/44	975,000.00	5.500%	393,387.50	1,368,387.50	13,330,000.00
11/01/44			366,575.00	366,575.00	13,330,000.00
05/01/45	1,030,000.00	5.500%	366,575.00	1,396,575.00	12,300,000.00
11/01/45			338,250.00	338,250.00	12,300,000.00
05/01/46	1,085,000.00	5.500%	338,250.00	1,423,250.00	11,215,000.00

**VIERA  
STEWARDSHIP DISTRICT  
SERIES 2023AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/46			308,412.50	308,412.50	11,215,000.00
05/01/47	1,150,000.00	5.500%	308,412.50	1,458,412.50	10,065,000.00
11/01/47			276,787.50	276,787.50	10,065,000.00
05/01/48	1,210,000.00	5.500%	276,787.50	1,486,787.50	8,855,000.00
11/01/48			243,512.50	243,512.50	8,855,000.00
05/01/49	1,280,000.00	5.500%	243,512.50	1,523,512.50	7,575,000.00
11/01/49			208,312.50	208,312.50	7,575,000.00
05/01/50	1,355,000.00	5.500%	208,312.50	1,563,312.50	6,220,000.00
11/01/50			171,050.00	171,050.00	6,220,000.00
05/01/51	1,430,000.00	5.500%	171,050.00	1,601,050.00	4,790,000.00
11/01/51			131,725.00	131,725.00	4,790,000.00
05/01/52	1,510,000.00	5.500%	131,725.00	1,641,725.00	3,280,000.00
11/01/52			90,200.00	90,200.00	3,280,000.00
05/01/53	1,595,000.00	5.500%	90,200.00	1,685,200.00	1,685,000.00
11/01/53			46,337.50	46,337.50	1,685,000.00
05/01/54	1,685,000.00	5.500%	46,337.50	1,731,337.50	-
<b>Total</b>	<b>25,755,000.00</b>		<b>27,984,172.68</b>	<b>53,739,172.68</b>	

**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	162.72	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	
	5,957.70	Undeveloped Land	\$ 12.73	-	\$ 12.73	\$ 12.73
307	18.49	Platted Residential	127.28	-	127.28	127.28
		Platted Commercial	541.69	-	541.69	541.69

**VIERA  
STEWARDSHIP DISTRICT**

**8**



## RESOLUTION 2023-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

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

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

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

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

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method

by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

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

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

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

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

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

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments are due on a prorated quarterly basis with 25% due on October 1, 2023, 25% due on January 1, 2024, 25% due on April 1,

2024, and 25% due on July 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

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

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

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

**PASSED AND ADOPTED THIS 15<sup>TH</sup> DAY OF AUGUST, 2023.**

ATTEST:

**VIERA STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

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

**VIERA  
STEWARDSHIP DISTRICT**

**9A**



FPL Account Number: 7336734426

FPL Work Request Number: 6490837

### LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 21st day of July, 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) Adelaide PH 6A&B WR 6490837 located in Melbourne , Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<b>Fixture Description (1)</b>	<b>Watts</b>	<b>Lumens</b>	<b>Color Temperature</b>	<b># Installed</b>	<b># Removed</b>
Holophane Granville Black/Black	39	5190	3K	13	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

Pole Description	# Installed	# Removed
18.5' Black Washington 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): \_\_\_\_\_

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

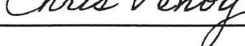
Customer (Print or type name of Organization)

By:   
Signature (Authorized Representative)

Todd J. Pokrywa, Chairman  
(Print or type name) Viera Stewardship District

Title: \_\_\_\_\_

FLORIDA POWER & LIGHT COMPANY

By:   
(Signature)

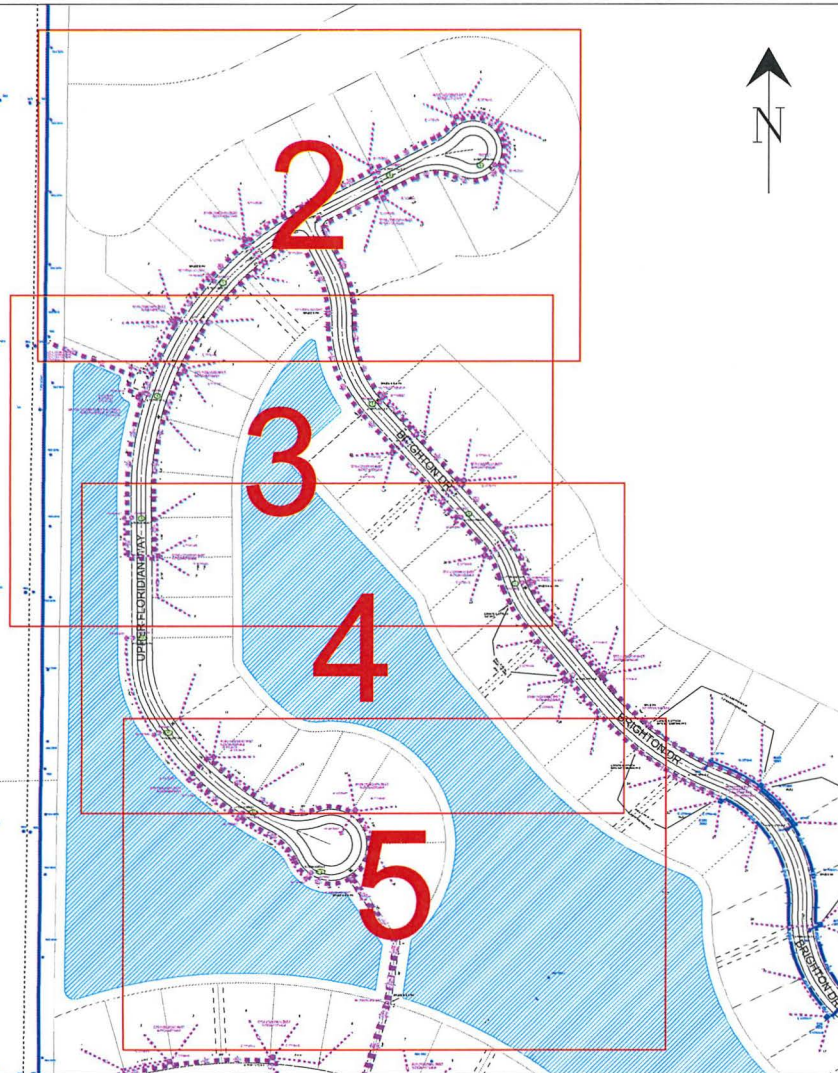
Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative

# Cover Sheet: WR#6490837

Page 1 of 5

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.



**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\_6490837\_18x24.PDF

**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 6300L HPSV DECORATIVE ON 20 FT CONCRETE POLES - FPL OWNED AND MAINTAINED

**CALL SUNSHINE #811  
 48 HOURS BEFORE YOU DIG  
 LOCATE MARKINGS COLOR CODE**

<b>RED</b>	ELECTRIC	<b>BLUE</b>	WATER
<b>YELLOW</b>	GAS-OIL-STEAM	<b>GREEN</b>	SEWER
<b>PINK</b>	TEMP. SURVEY MARKINGS	<b>ORANGE</b>	CABLE TV
<b>WHITE</b>	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.

LARGEST A/C TONS:	9.0
HOME SQ. FT.	10,000
Job Owner:	BLACKBURN
Designer:	Luca Fasani
Date:	05/23/2018
Original Size:	18 x 24
STADIUM PKWY, ROCKLEDGE, FL, 32955	
Dwg No. 6490837_18x24 UG.xml	Map: CR0754
WR: 6490837	Page 1 of 5

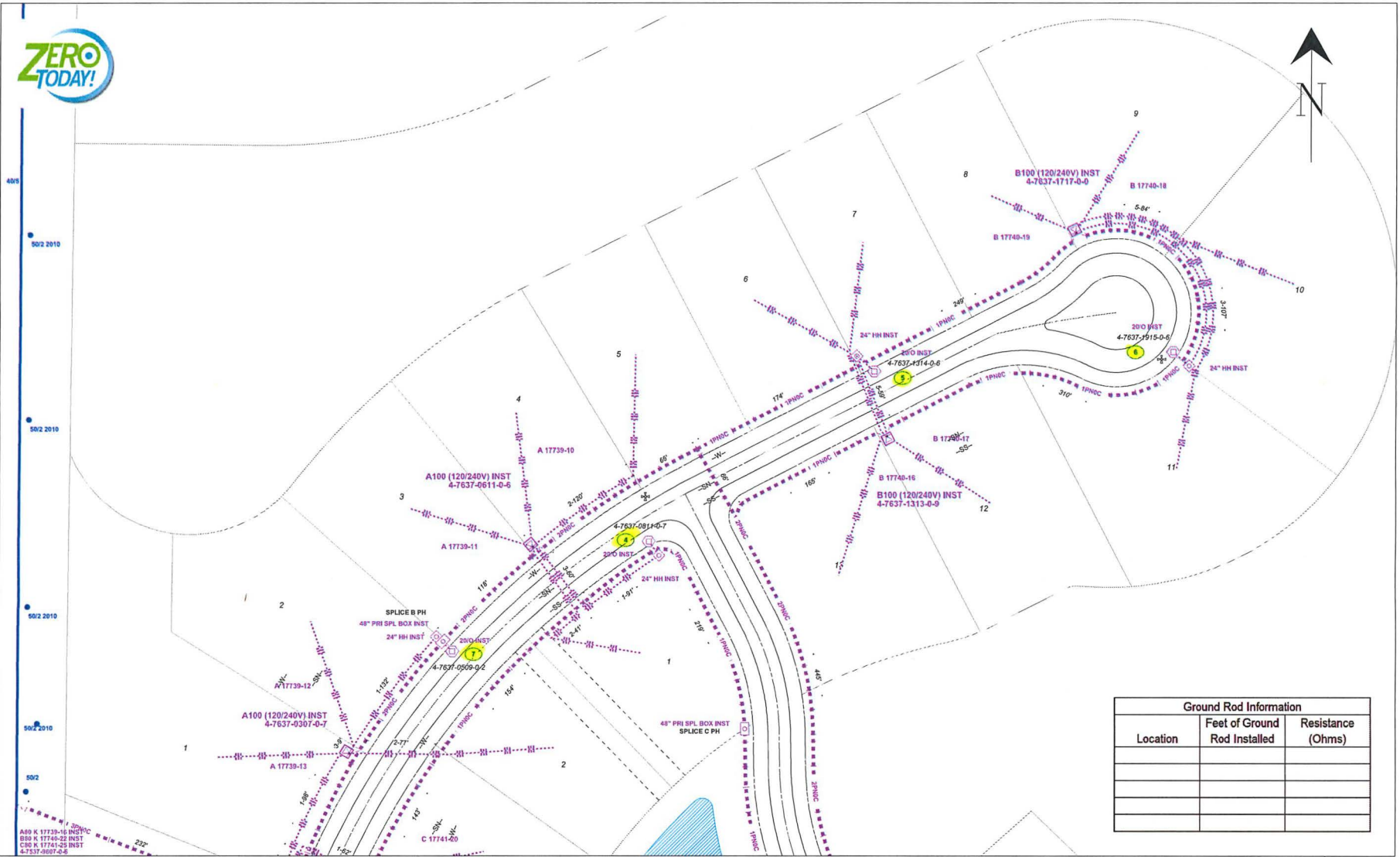
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANS. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANS. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	

PLOT DATE/TIME: 05/23/2018 13:34:13  
 PRINTED BY: wvd/vk  
 Size: 18 x 24

4		
3		
2		
1	05/23/2018	INSTALL 13 - 6300 STREET LIGHTS ON 20 FT FIBERGLASS POLES
IPC	DATE	REVISION

FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

PAGE 3

PLOT DATE/TIME: 05/23/2018 13:34:16    PRINTED BY: wdbvk    Size: 18 x 24

4		
3		
2		
1	05/23/2018	INSTALL 13 - 6300 STREET LIGHTS ON 20 FT FIBERGLASS POLES
IPC	DATE	REVISION

AS-BUILT CREW PRINT		Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RFS.	
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	Cert. Date	Foreman's Signature	Date

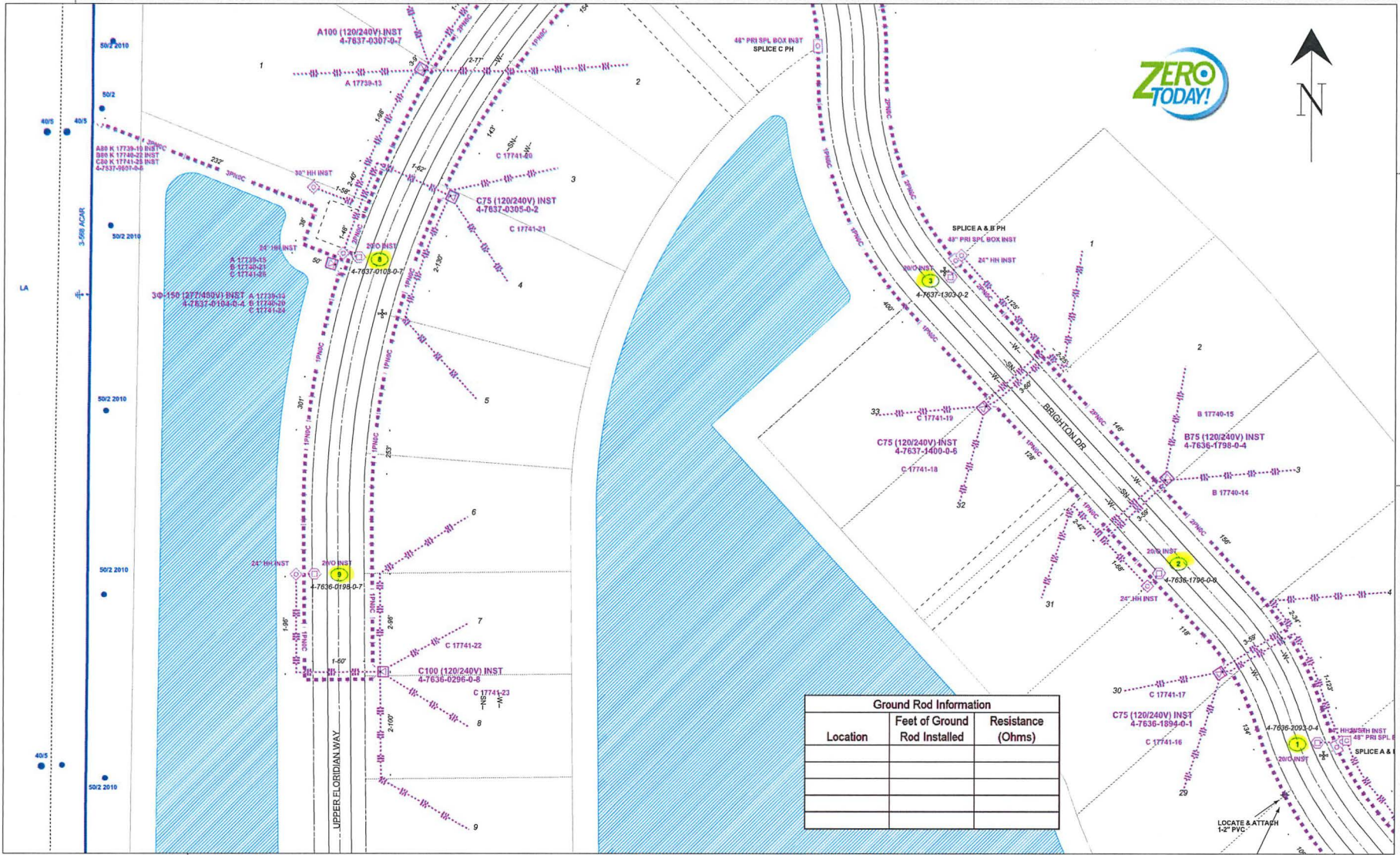
Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQD WMD <input type="checkbox"/>	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	BLACKBURN	M/A: BV	Township: 25 Range: 36 Section 29
Designer:	Luca Fasani	ADELAIDE PH 4 STREET LIGHTS	
Date:	05/23/2018	Original Size: 18 x 24    STADIUM PKWY, ROCKLEDGE, FL, 32955	
0'	60'	120'	Dwg No. 6490837_18x24 UG.xml    Map: CR0757
WR: 6490837		Page 2 of 5	

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

PLOT DATE/TIME: 05/23/2018 13:34:17  
 PRINTED BY: lufvdk  
 Size: 18 x 24

4		
3		
2		
1	05/23/2018	INSTALL 13 - 6300 STREET LIGHTS ON 20 FT FIBERGLASS POLES
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	Cert. Date	Foreman's Signature	Date

Assessment? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mir? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]
	RR KING [ ]	DR. DIST. [ ]	STATE RD [ ]
		TRANS. [ ]	FAA [ ]
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]	
Request CATV Transfer? [ ]			



Job Owner:	BLACKBURN	MA: BV	Township: 25 Range: 36 Section 29
Designer:	Luca Fasani	ADELAIDE PH 4 STREET LIGHTS	
Date:	05/23/2018	STADIUM PKWY, ROCKLEDGE, FL, 32955	
Original Size:	18 x 24	Dwg No. 6490837_18x24 UG.xml	Map: CR0754
0'	60'	120'	WR: 6490837
			Page 3 of 5

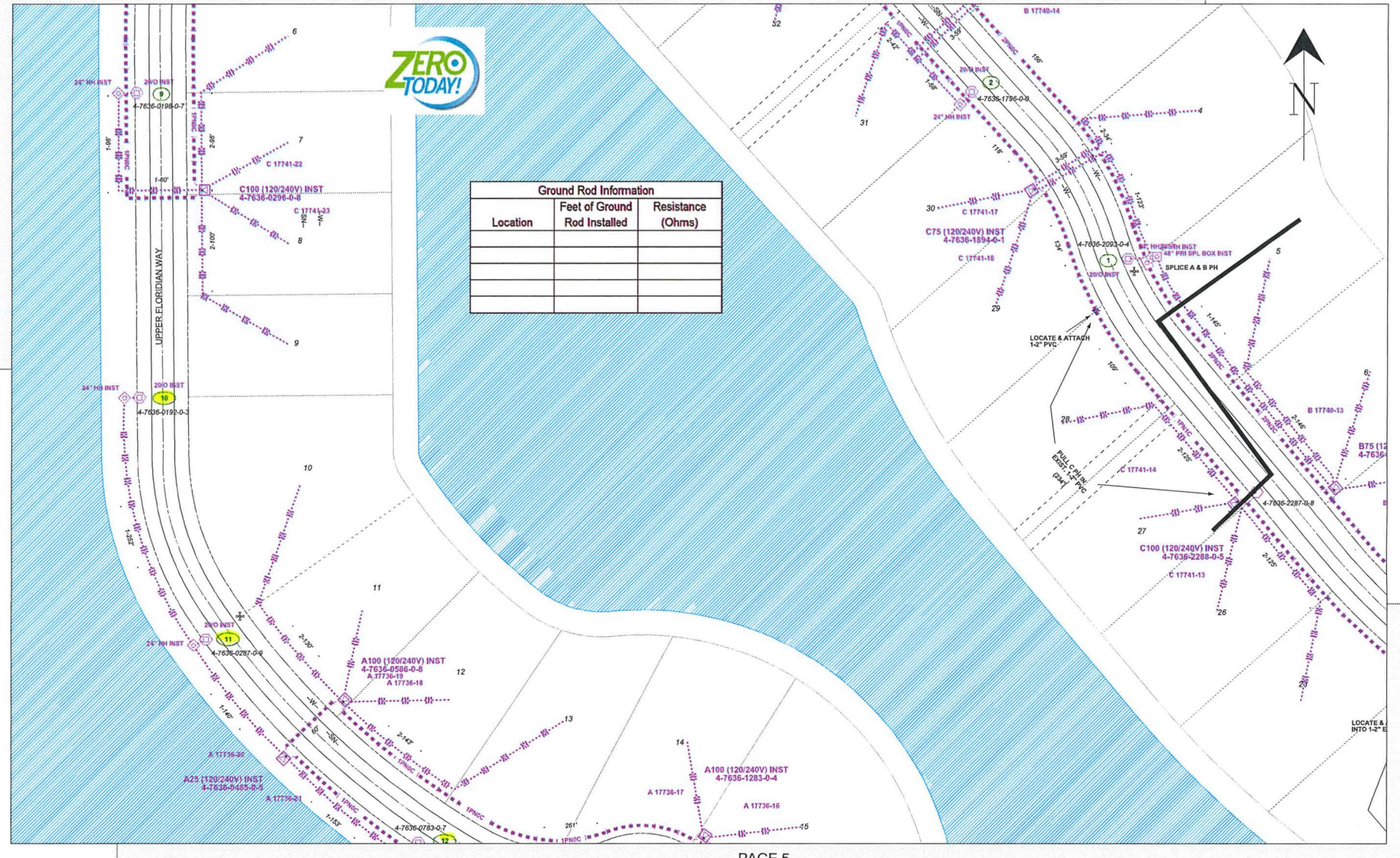
FEEDERS:

INACCESSIBLE  13KV  FUTURE 23KV  23KV  SALT SPRAY  ROCK

PAGE 3



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



PAGE 5

Size: 18 x 24  
PRINTED BY: wdbnk  
PLOT DATE/TIME: 05/23/2018 13:34:20

IPC	DATE	REVISION
1	05/23/2018	INSTALL 13 - 6300 STREET LIGHTS ON 20 FT FIBERGLASS POLES

AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RCS.

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: \_\_\_\_\_ Cert. Date: \_\_\_\_\_ Foreman's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit/Request Form

Design/Tree/Tree Access/Tree Staking:

Design/Special Mir/Work with SMO:

Survey/State:

POLE LINE FT: [ ] POLE LINE FT. ON TRANSM. POLES: [ ] TRENCH FT: [ ] DUCT BANK FT: [ ]

PERMIT REQ'D: CITY [ ] COUNTY RD [ ] COUNTY AIR [ ] STATE RD [ ] FAA [ ]

WMD [ ] RR XING [ ] DR. DIST. [ ] TRANSM. [ ]

Requested Tel. Co. Set Poles? [ ] Requested Tel. Co. Transfer? [ ] Request CATV Transfer? [ ]



Job Owner: BLACKBURN M/A: BV Township: 25 Range: 36 Section 29

Designer: Luca Fasani

Date: 05/23/2018

Original Size: 18 x 24

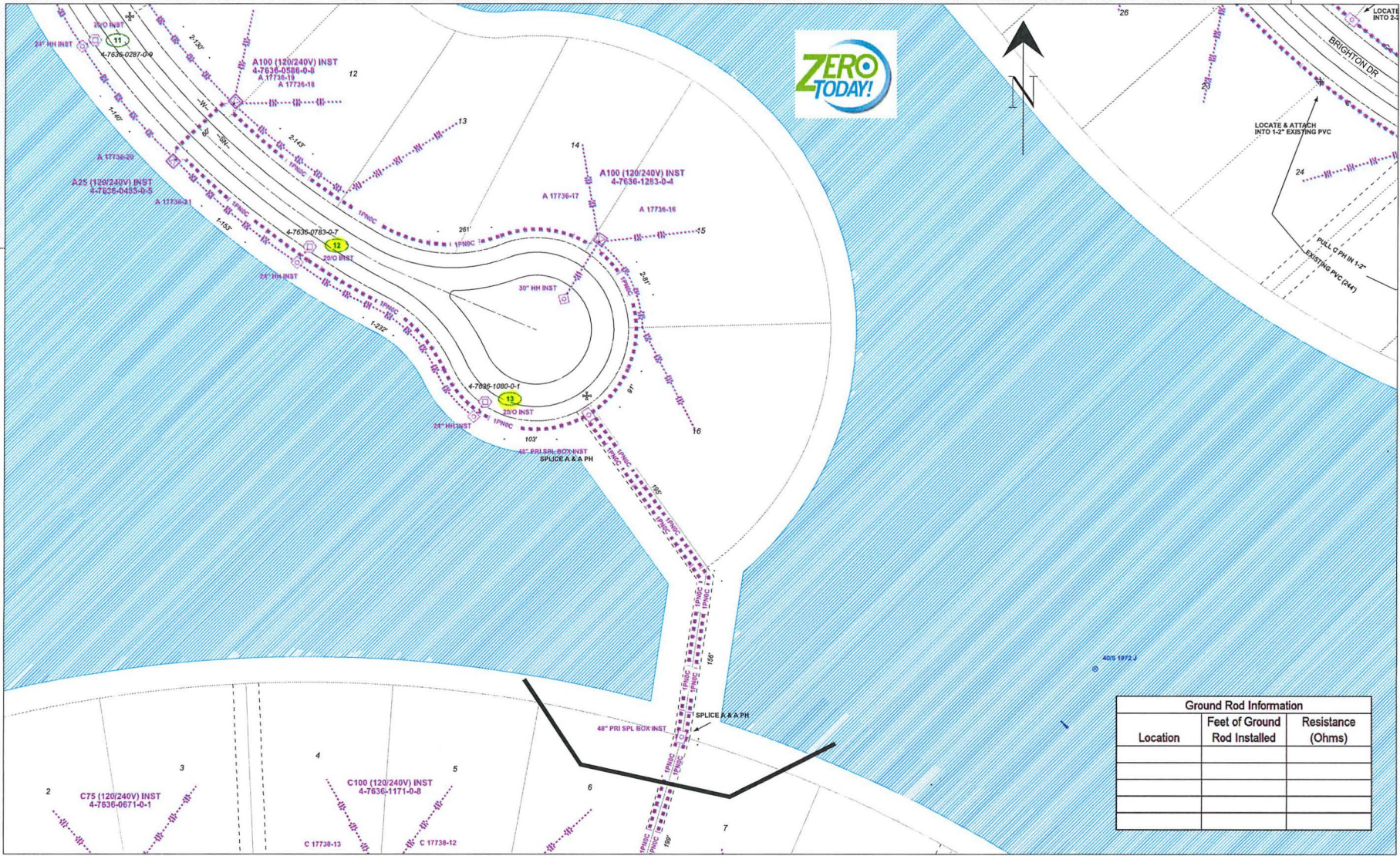
STADIUM PKWY, ROCKLEDGE, FL, 32955

Dwg No. 6490837\_18x24 UG.xml Map: CR0754

WR: 6490837 Page 4 of 5

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

Size: 18 x 24

PRINTED BY: lwd/hk

PLOT DATE/TIME: 05/23/2018 13:34:22

4	
3	
2	
1	05/23/2018
IPC	DATE

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	Cert. Date	Foreman's Signature	Date

Essement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Slake? [ ]	CT/Special Mt? [ ]	Work with SMO? [ ]	Survey/Slake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANS. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	

Job Owner:	BLACKBURN	M/A: BV	Township: 26 Range: 36 Section 29
Designer:	Luca Fasani	ADELAIDE PH 4 STREET LIGHTS	
Date:	05/23/2018	STADIUM PKWY, ROCKLEDGE, FL, 32955	
Original Size: 18 x 24		Dwg No. 6490837_18x24 UG.xml	
0'	60'	120'	Map: CR0754
WR: 6490837		Page 5 of 5	



**VIERA  
STEWARDSHIP DISTRICT**

**9B**



FPL Account Number: 7336734426

FPL Work Request Number: 11567651

### LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 1st day of August, 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) Laurasia PH 2 NC WR 11567651, 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	17	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)



Pole Description	# Installed	# Removed
20' Standard Fiberglass Pole	17	

- (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 \$10.81. 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. Potkrajawa  
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By:   
(Signature)

Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative

# Cover Sheet: WR#11567651

Page 1 of 5

INACCESSIBLE

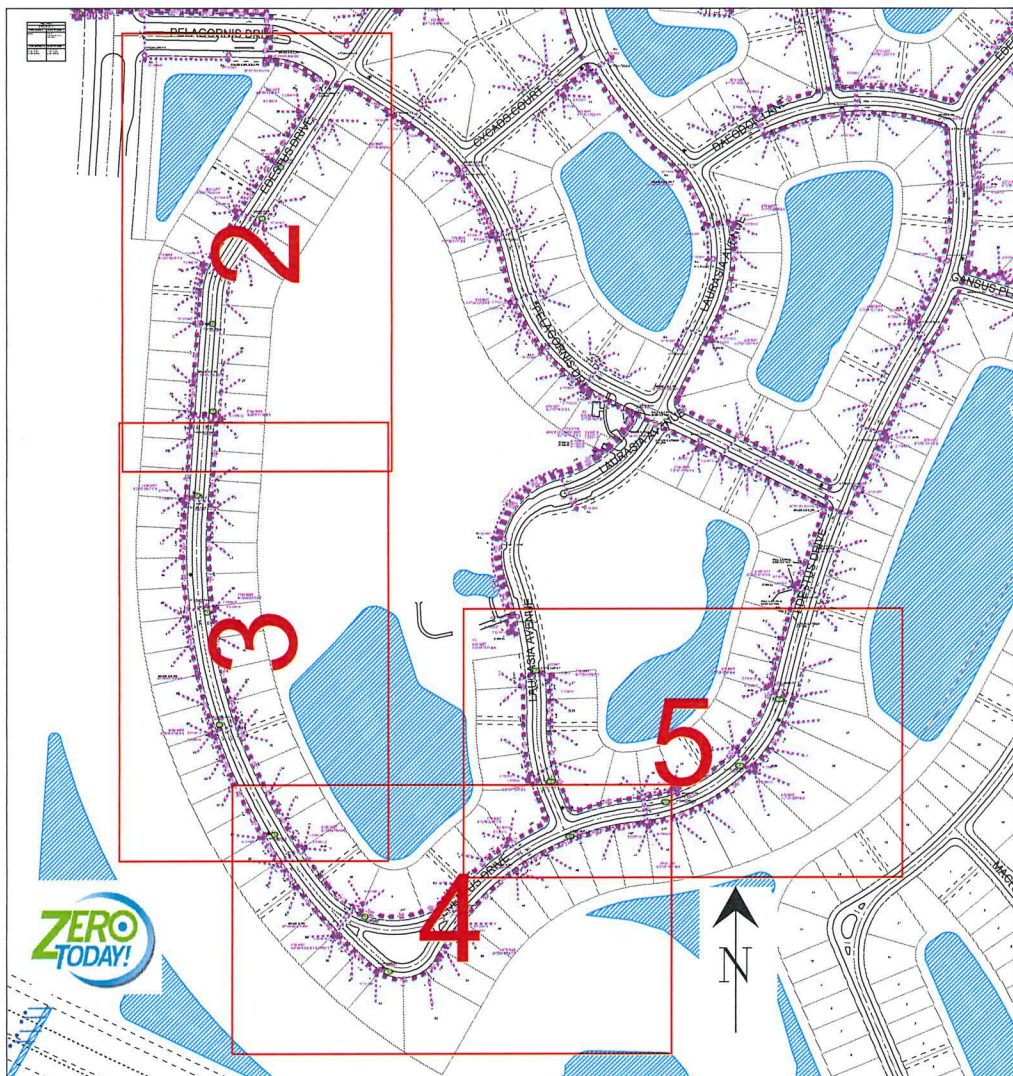
13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



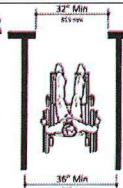
**GENERAL NOTES**  
 - NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.  
 - PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.  
 - SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

**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.

<b>CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG LOCATE MARKINGS COLOR CODE</b>			
<b>RED</b>	ELECTRIC	<b>BLUE</b>	WATER
<b>YELLOW</b>	GAS-OIL-STEAM	<b>GREEN</b>	SEWER
<b>PINK</b>	TEMP. SURVEY MARKINGS	<b>ORANGE</b>	CABLE TV
<b>WHITE</b>	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:

**CONSTRUCTION NOTES:**  
 FPL TO (17) GE PTT 39 W 3000K 3500L ON (17) STD BLACK FIBERGLASS 20' POLES. SL HH TO BE INSTALLED AT BASE OF SL POLE OR SL POLE TO BE INSTALLED WITHIN 10 FT OF EXISTING PMTX OR EXISTING SECONDARY HH.

ALL FACILITIES TO BE INSTALLED WITHIN EXISTING UTILITY EASEMENT

CUSTOMER TO INSTALL ALL 2" CONDUIT AND HANDHOLES

-CHECK VOLTAGE ? CONVERT 480V to 120V or 240V? On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay. Contact the FPL PL to assist with this process.

-Customer to contact FPL PL and coordinate staking of all locations prior LED installations. Customer is responsible for any restoration required.

FPL LED Representative: CHRIS VENOU

Size: 18 x 24

PRINTED BY: jcd114

PLOT DATE/TIME: 09/19/2022 11:22:28



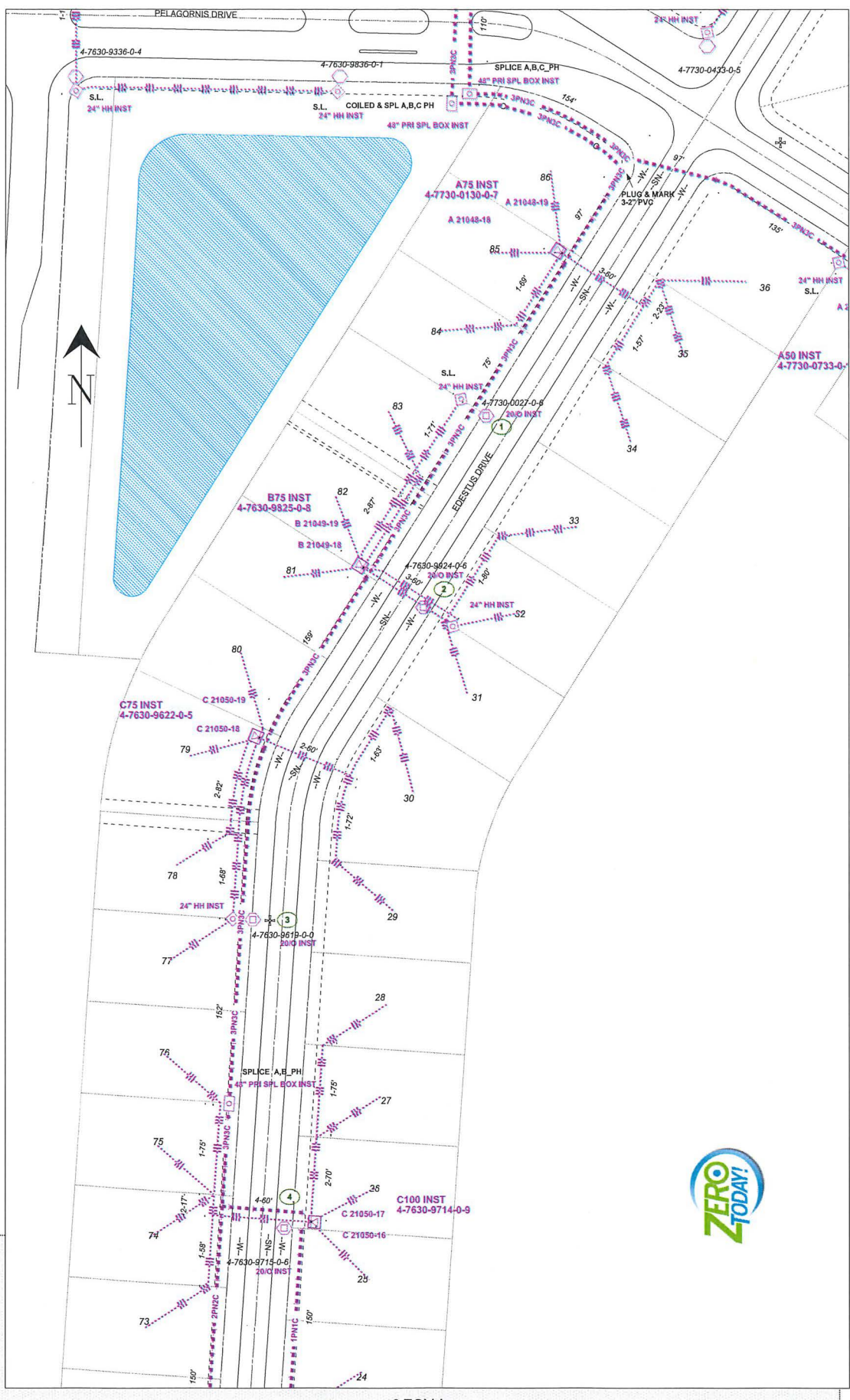
4		
3		
2		
1	08/26/2022	INSTALL GE-TRADITIONAL & BLACK STREET LIGHTS ON 21.5 FT CONCRETE TENON MOUNT POLES
IPC	DATE	REVISION

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 SMO? <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"/>
REQ'D WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANSM. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	

LARGEST A/C TONS:	
HOME SQ. FT.	
Job Owner:	Eric Anderson
Designer:	
Date:	09/19/2022
Original Size:	18 x 24
Scale:	0' 20' 40'
Map:	CO0736
Project No:	WR: 11567651
Page:	Page 1 of 5



FEEDERS: [ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] SALT SPRAY [ ] ROCK

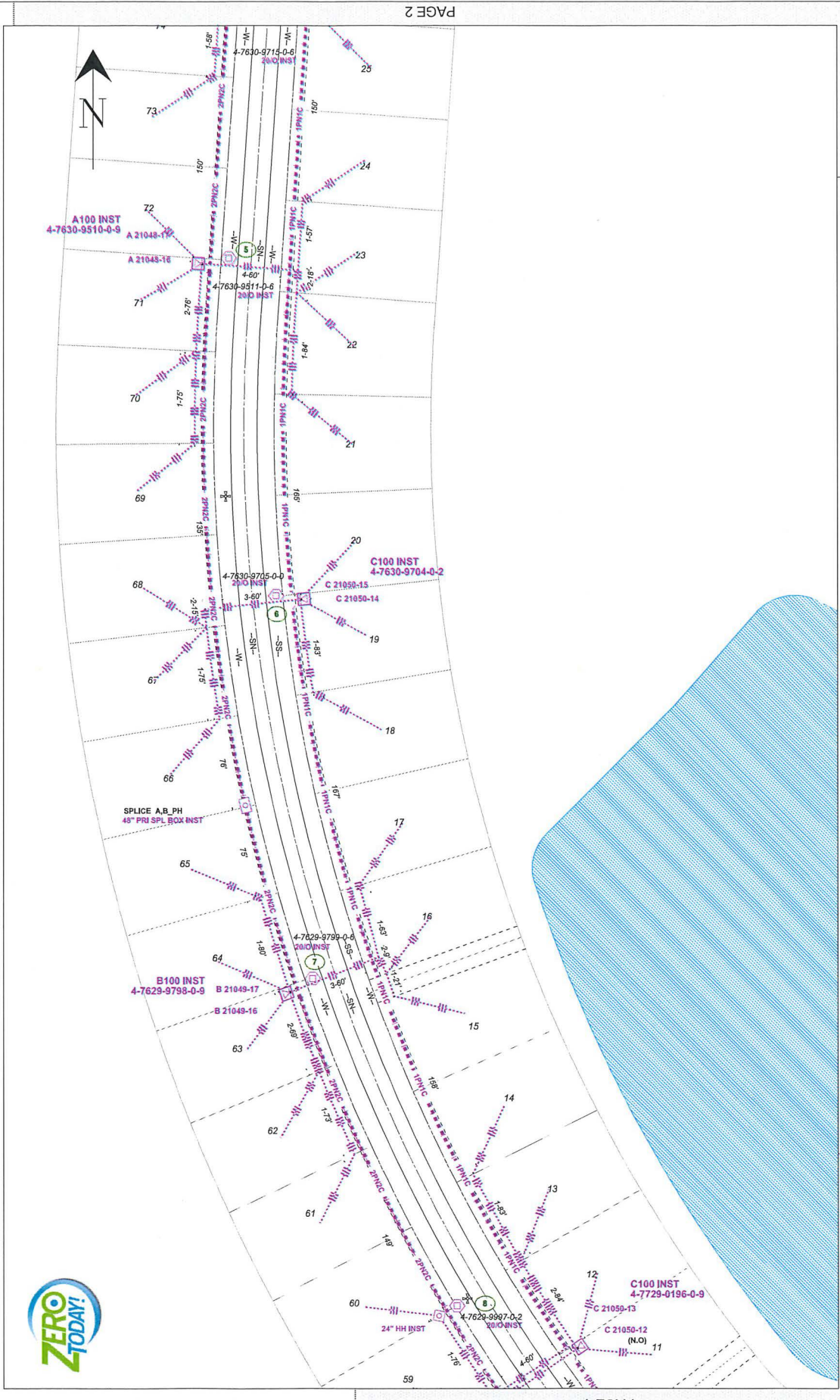


PAGE 3

4	AS-BUILT CREW PRINT	Signature	Date	Initials	Check Date
3	AS-BUILT COPY	Signature	Date	Initials	Check Date
2	INSTALLER/CONCRETE & BLACK STREET LIGHTS ON 21.6 FT CONCRETE PUNY BENT POLES	Signature	Date	Initials	Check Date
1	08/26/2022	Signature	Date	Initials	Check Date
IPC	DATE	REVISION			
Job Owner: Eir Anderson Designer: Eir Anderson Date: 09/19/2022 Original Size: 18 x 24 Scale: 1" = 50' Map: C00736 Page 2 of 5					
Township: 26 Range: 26 Section 29 LAURASIA PHASE 2 ST LTS M/A: BV Job No: 11587651_18x24_US_01.mxd WR: 11587651					
Tree Staking Req? [ ] Survey/State? [ ] DUCT BANK FT: [ ] STATE RD [ ] COUNTY AIR [ ] COUNTY RD [ ] DR. DIST. [ ] Request DATV Transfer? [ ]					
Tree Access? [ ] Work with SMO? [ ] TRENCH FT: [ ] POLE LINE FT. ON TRANSM. POLES: [ ] PERMIT CITY [ ] REC'D [ ] WIND [ ] Requested Tel. Co. Set Poles? [ ]					
Tree Work? [ ] CT/Special Mir? [ ] Pole Line FT. On Transm. Poles: [ ] Designer/State? [ ] PERMIT CITY [ ] REC'D [ ] WIND [ ] Requested Tel. Co. Set Poles? [ ]					
Job CERTIFIED (S&M) by [ ] Date [ ] All required ground rods have been driven & verified to be within 100' of all locations. Values are shown at all locations.					
AS-BUILT CREW PRINT Signature Date Initials Check Date					



FEEDERS: [ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK



PAGE 2

PAGE 4

4	AS-BUILT CREW PRINT	Supervisor's Signature	Date	AS-BUILT COPY	Initials	Cut Date
3	DESIGNER'S SIGNATURE	Supervisor's Signature	Date	AS-BUILT COPY	Initials	Cut Date
1	DESIGNER'S SIGNATURE	Supervisor's Signature	Date	AS-BUILT COPY	Initials	Cut Date
IPC	DATE	REVISION				

Job Owner:	Eric Anderson	M/A/B/V	Township: 26 Range: 36 Section: 29
Designer:	09/19/2022		LRAURASIA PHASE 2 5T LTS
Date:	Original Size: 18 x 24		
0	50	100	Dwg No. 11567651_18x24 US_01.rvt
			Map: C00736
			Page 3 of 5

Tree Access? [ ]	Tree Work? [ ]	Tree Staking Req'd? [ ]
Work with SMO? [ ]	CT/Special MIP? [ ]	Survey/Stake? [ ]
TRENCH FT:	POLE LINE FT. ON TRANSM. POLES:	DUCT BANK FT:
COUNTY AIR [ ]	COUNTY RD [ ]	FAA [ ]
DR. DIST. [ ]	RR XING [ ]	TRANS. [ ]
Requested Tol. Co. Set Poles? [ ]	Requested Tol. Co. Transfer? [ ]	Requested CATV Transfer? [ ]

Job CERTIFIED COPY SETS to be shown on AS-BUILT print. Manual changes shown on RCD.
Design/Scale? [ ]
POLE LINE FT. [ ]
PERMIT CITY [ ]
REQD [ ]
WIND [ ]
Requested Tol. Co. Set Poles? [ ]
Requested Tol. Co. Transfer? [ ]
Requested CATV Transfer? [ ]

Supervisor's Signature	Date
Foreman's Signature	Date

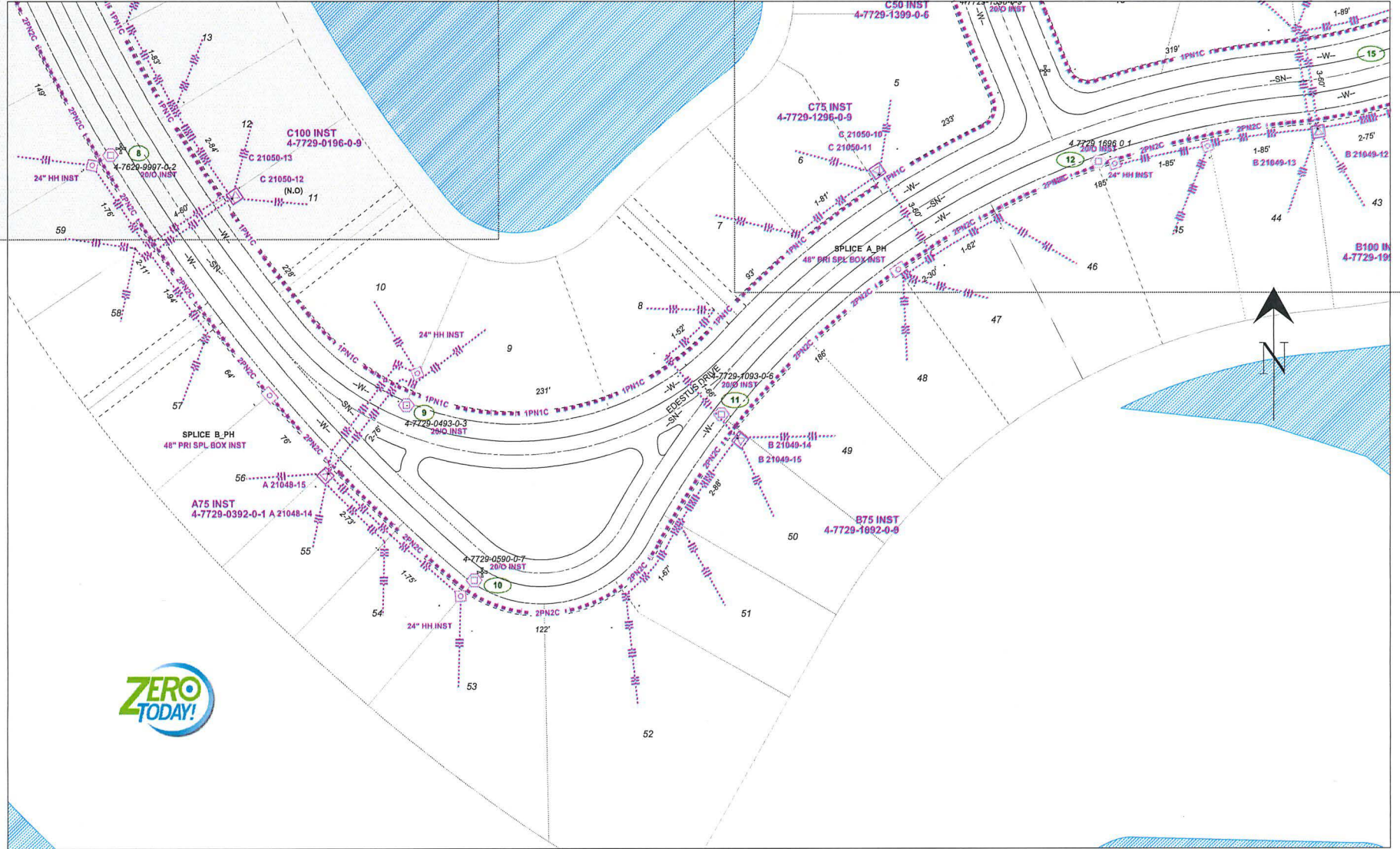
All required ground rods have been driven & verified to be within 48" of ground. Values are shown at all locations.

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 3

PAGE 5



Size: 18 x 24

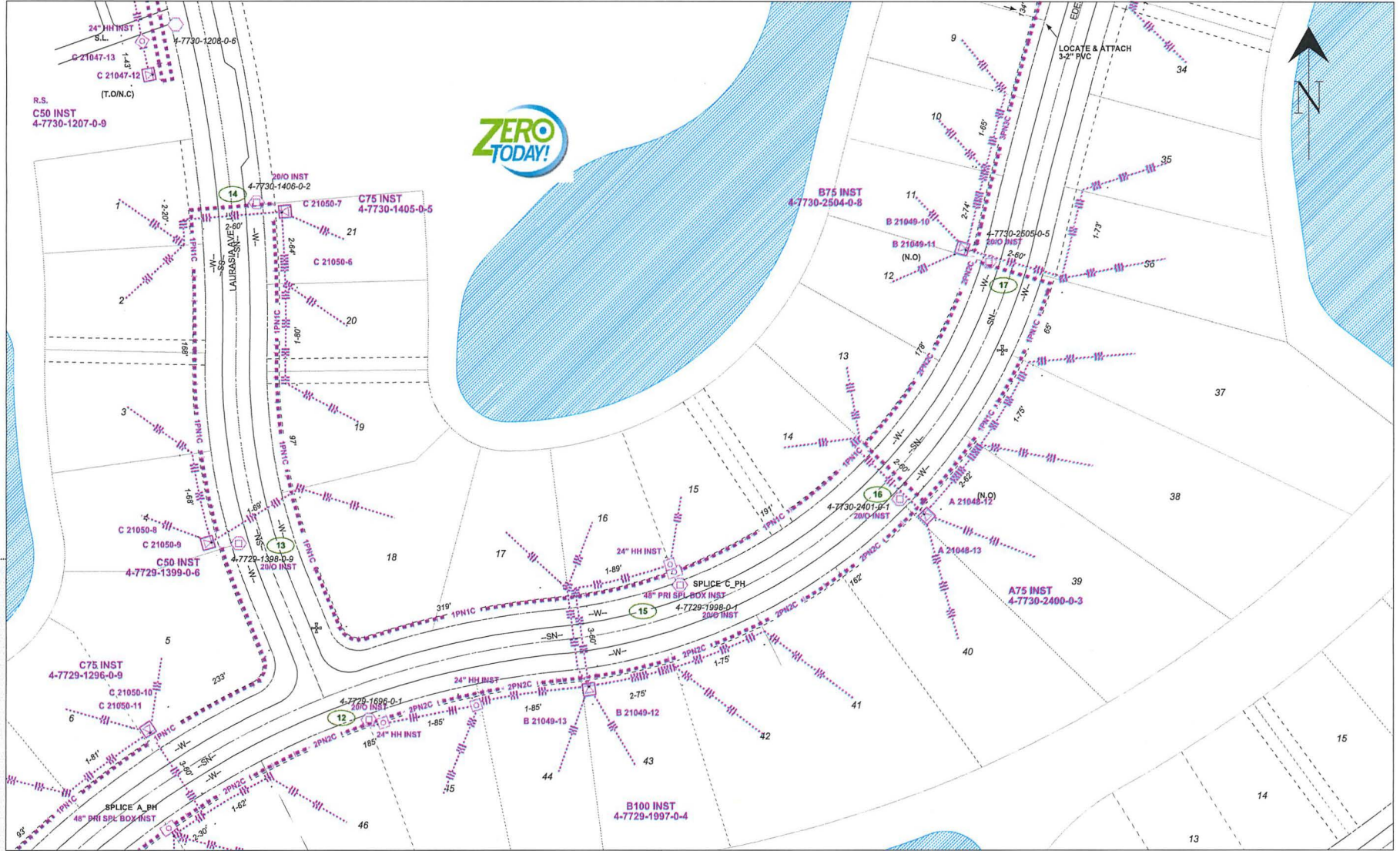
PRINTED BY: jcd/tnd

PLOT DATE/TIME: 09/19/2022 11:22:42

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]		Job Owner:	Eric Anderson	M/A: BV	Township: 26 Range: 36 Section 28
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		Designer:	LAURASIA PHASE 2 ST LTS		
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:	09/19/2022			
1	08/26/2022	INSTALL GE-TRADITIONAL & BLACK STREET LIGHTS ON 21.5 FT CONCRETE TENSION MOUNT POLES		PERMIT REQ'D	CITY [ ] COUNTY RD [ ]	COUNTY AIR [ ] STATE RD [ ]	FAA [ ]	Original Size:	18 x 24			
IPC	DATE	REVISION	Foreman's Signature _____ Date _____	Requested Tel. Co. Set Poles? [ ]	RR XING [ ] DR. DIST. [ ]	TRANS. [ ]	Request CATV Transfer? [ ]	0'	50'	100'	Dwg No. 11567651_16x24 UG_01.xml	Map: CC0736
			Initials	Requested Tel. Co. Transfer? [ ]							WR: 11567651	Page 4 of 5

FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK



PAGE 4

PLOT DATE/TIME: 09/19/2022 11:22:48  
 PRINTED BY: jac0114  
 Size: 18 x 24

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>	Job Owner: Eric Anderson	M/A: BV	Township: 26 Range: 36 Section 28
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/State? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>	Designer: _____	LAURASIA PHASE 2 ST LTS	
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: 09/19/2022		
1	08/26/2022	INSTALL GE-TRADITIONAL & BLACK STREET LIGHTS ON 21.5 FT CONCRETE TENSION MOUNT POLES		PERMIT CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>	Original Size: 18 x 24		
IPC	DATE	REVISION	Foreman's Signature _____ Date _____	Requestd Tel. Co. Set Poles? <input type="checkbox"/>	Requestd Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	Request TRANS. <input type="checkbox"/>	0" 50' 100'	Dwg No. 11567651_18x24_UG_01.xml	Map: CO0736





**VIERA  
STEWARDSHIP DISTRICT**

**9C**



FPL Account Number: 7336734426

FPL Work Request Number: 12030145

### LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 3rd day of August, 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) Pangea Park Phase 3 WR 12030145, located in Melbourne, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<b>Fixture Description (1)</b>	<b>Watts</b>	<b>Lumens</b>	<b>Color Temperature</b>	<b># Installed</b>	<b># Removed</b>
Traditional Carriage (Town & Country) - W/Side Panels	39	3500	3K	25	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

Pole Description	# Installed	# Removed
21' Black Tapered Concrete	25	

- (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 \$55.19. 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.

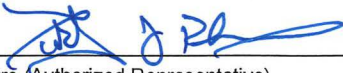
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. 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, Chairman**

(Print **Viera Stewardship District**)

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

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

(Signature)

Chris Venoy

(Print or type name)

Title: **FPL LT-1 Representative**

# Cover Sheet: WR#12030145

Page 1 of 9

INACCESSIBLE

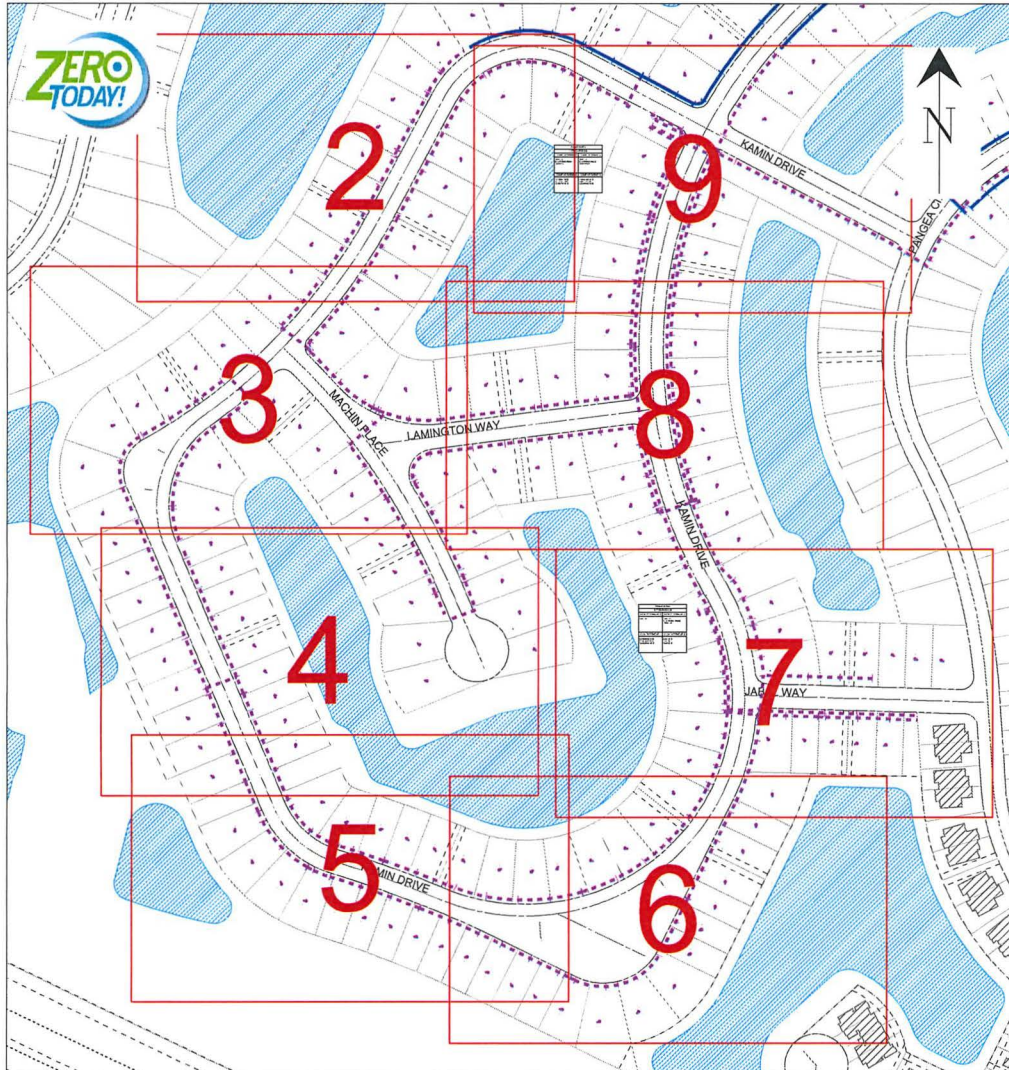
13KV

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.

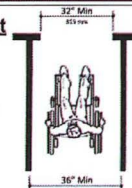
NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

**CALL SUNSHINE #811  
48 HOURS BEFORE YOU DIG  
LOCATE MARKINGS COLOR CODE**

<b>RED</b>	ELECTRIC	<b>BLUE</b>	WATER
<b>YELLOW</b>	GAS-OIL-STEAM	<b>GREEN</b>	SEWER
<b>PINK</b>	TEMP. SURVEY MARKINGS	<b>ORANGE</b>	CABLE TV
<b>WHITE</b>	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:

EQUIRED DRAWINGS:  
WR\_10828890\_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 3500L 3000K TRADITIONAL ON 21 FT FIBERGLASS POLES

LARGEST A/C TONS:

HOME SQ. FT.



Job Owner: ERIC A MIA: BV Township: 26 Range: 36 Section 28

Designer: Alexandra Calvo PANGEA PH3 SL

Date: 04/26/2023

Original Size: 18 x 24 SIO PINEDA BLV & WO LAKE, MELBOURNE, FL, 32940

Dwg No. 12030145\_18x24 UG.xml Map: C00736

0' 165' 330' W: 12030145

Page 1 of 9

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 Mir? <input type="checkbox"/>	Work with SMO? <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"/>
REQD 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: mcoj661

PLOT DATE/TIME: 04/26/2023 07:30:37

4		
3		
2		
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES
IPC	DATE	REVISION

FEEDERS:

INACCESSIBLE

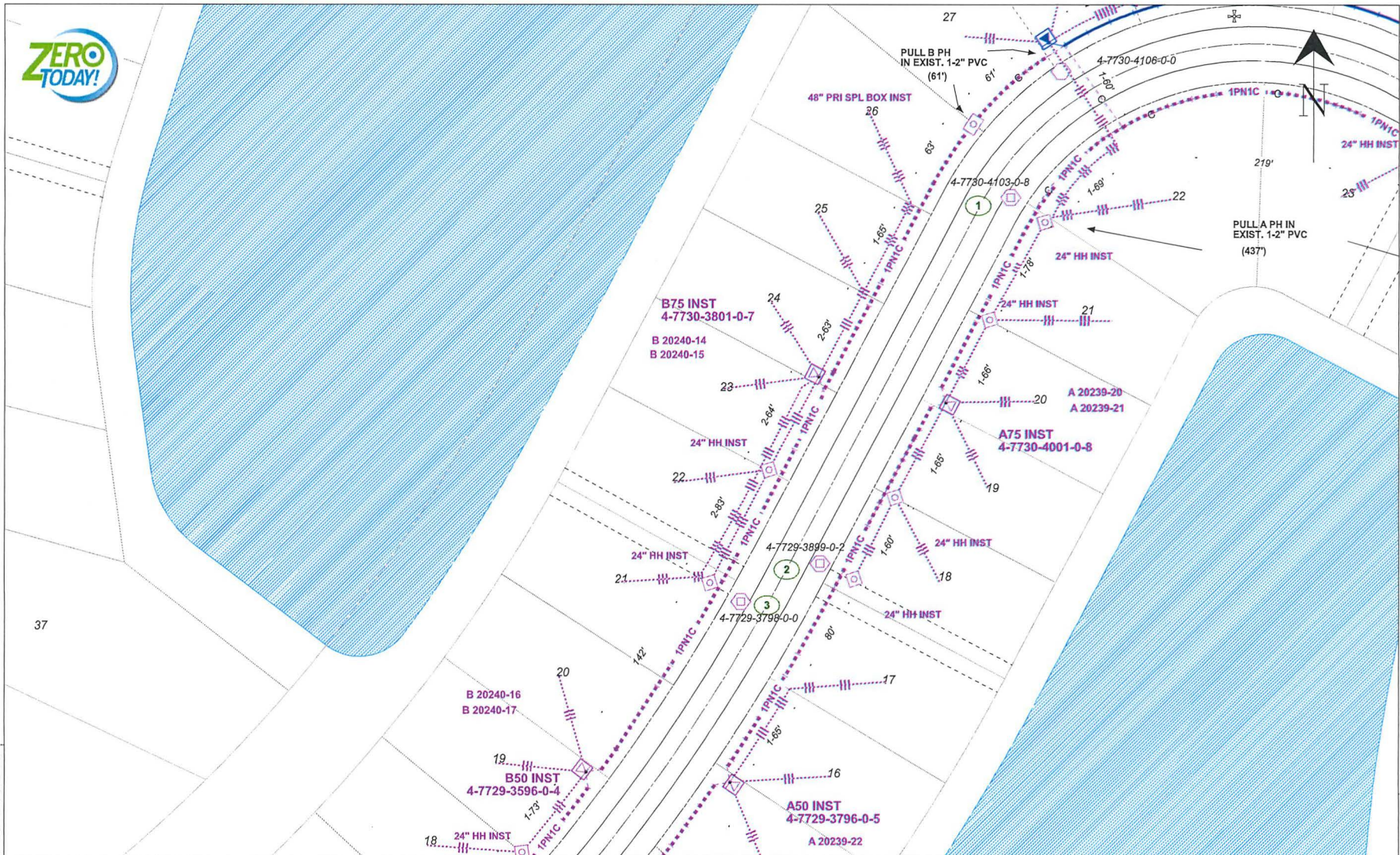
13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



PAGE 3

PAGE 8

Size: 18 x 24

PRINTED BY: nuch06d

PLOT DATE/TIME: 04/26/2023 07:30:38

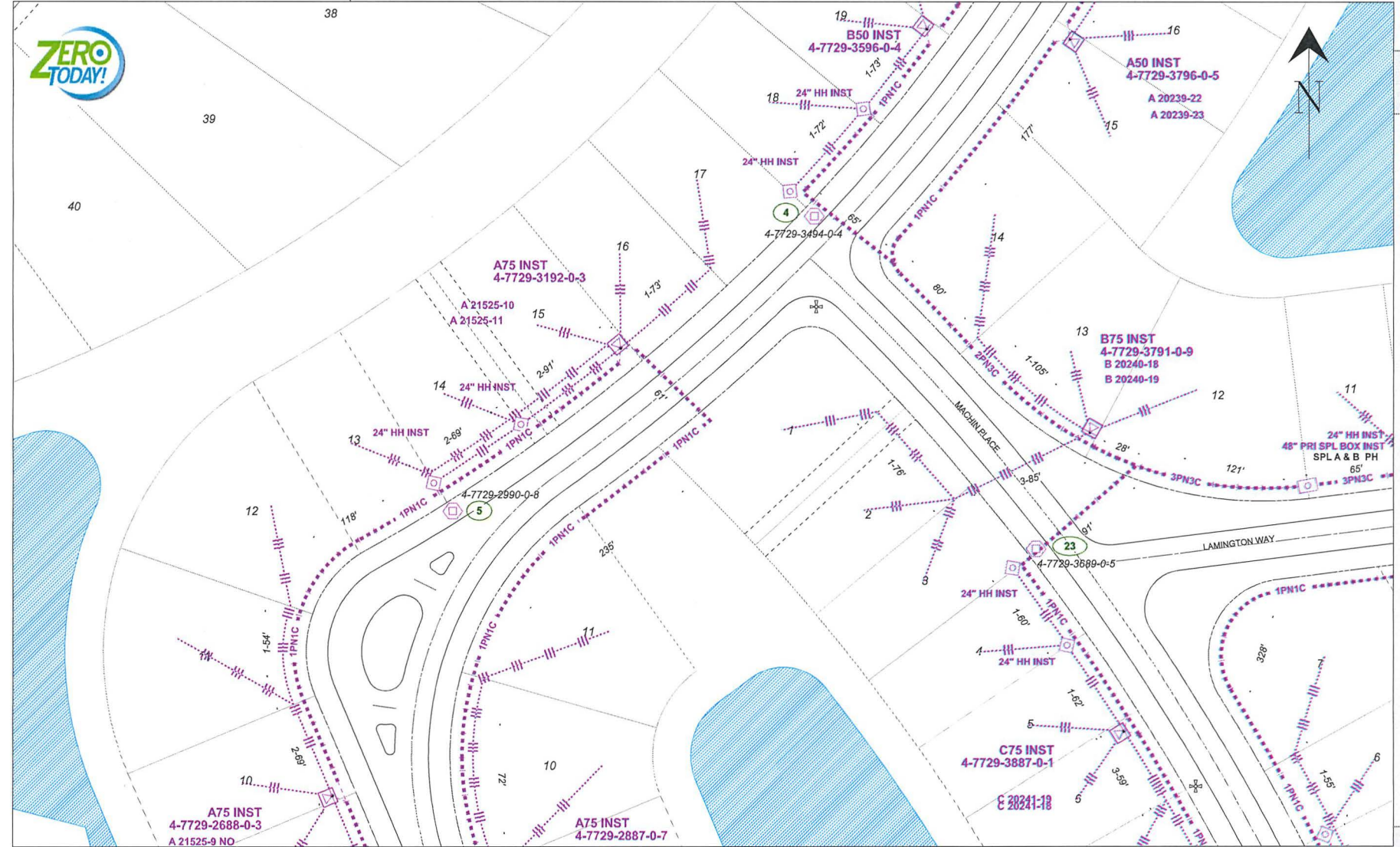
PAGE 9

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: ERIC A	M/A: BV	Township: 26 Range: 36 Section 28	
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: Alexandra Calvo	PANGEA PH3 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 TRANS. POLES: _____	TRENCH FT: _____	DUCT BANK FT: _____	Date: 04/26/2023	Original Size: 18 x 24	SIO PINEDA BLV & WLD LAKE, MELBOURNE, FL, 32940		
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES		PERMIT REQD <input type="checkbox"/>	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	0' _____ 40' _____ 80' _____	Dwg No. 12030145_18x24 UG.xml	Map: CO0736
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"/>		WR: 12030145	Page 2 of 9		

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 2



PAGE 4

PAGE 8



Plot Date/Time: 04/26/2023 07:30:39  
Printed By: aco096d  
Size: 18 x 24

4			
3			
2			
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES	
IPC	DATE	REVISION	

AS-BUILT CREW PRINT	
Foreman's Signature	Date
AS-BUILT COPY	
Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on R.O.S.	
Supervisor's Signature	Date
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement? [ ]	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 TRANS. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	STATE RD [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	FAA [ ]



Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 28
Designer:	Alexandra Calvo	PANGEA PH3 SL	
Date:	04/26/2023	Original Size: 18 x 24	
0'		40'	80'
Dwg No. 12030145_18x24 UG.xml		Map: CO0736	
WR: 12030145		Page 3 of 9	

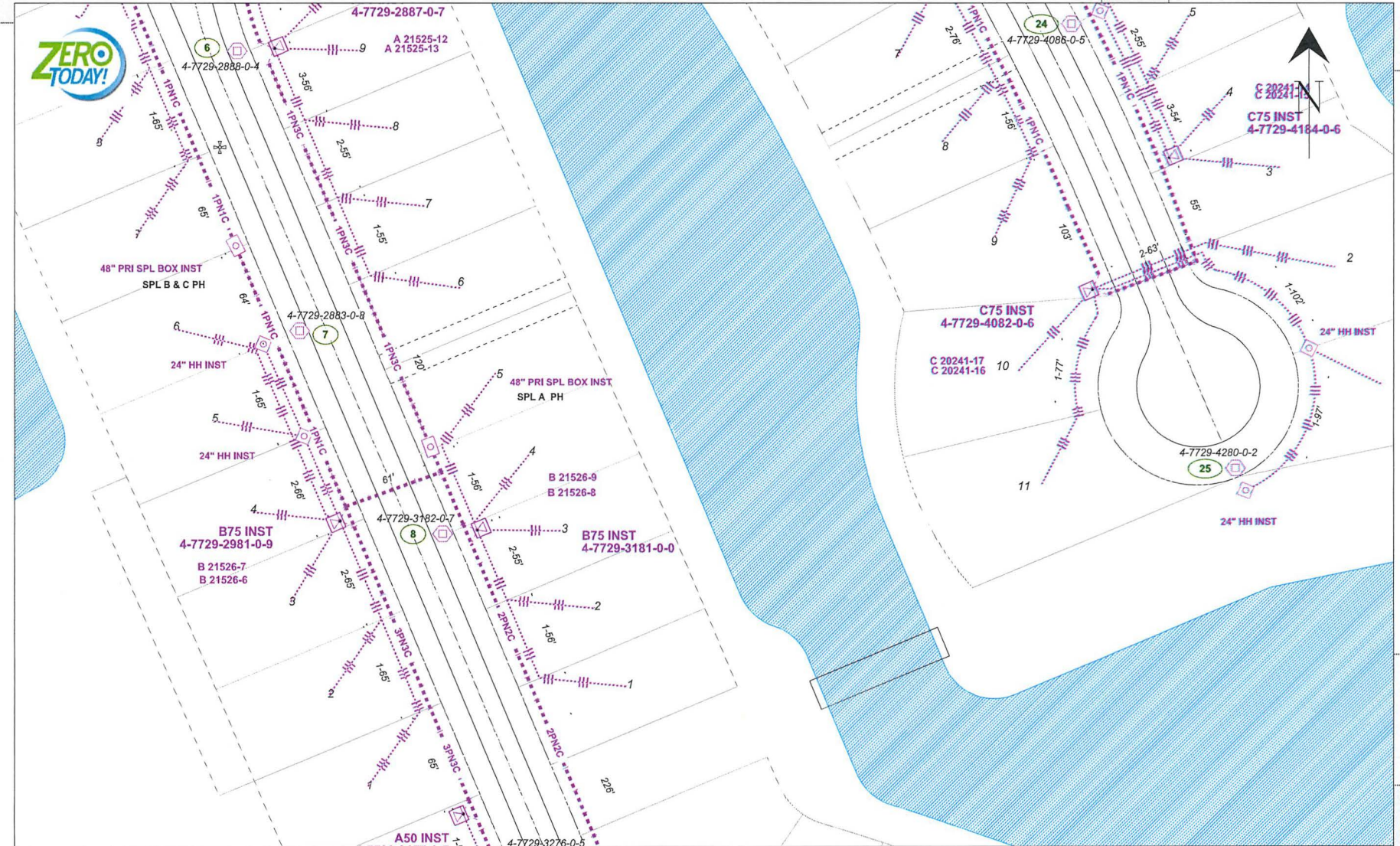


FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 3

PAGE 8



PAGE 5

PAGE 6

Size: 18 x 24

PRINTED BY: aac096d

PLOT DATETIME: 04/26/2023 07:30:41

4		
3		
2		
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES
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	Cart. Date	Foreman's Signature	Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mir? [ ]	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 [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	STATE RD [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	FAA [ ]

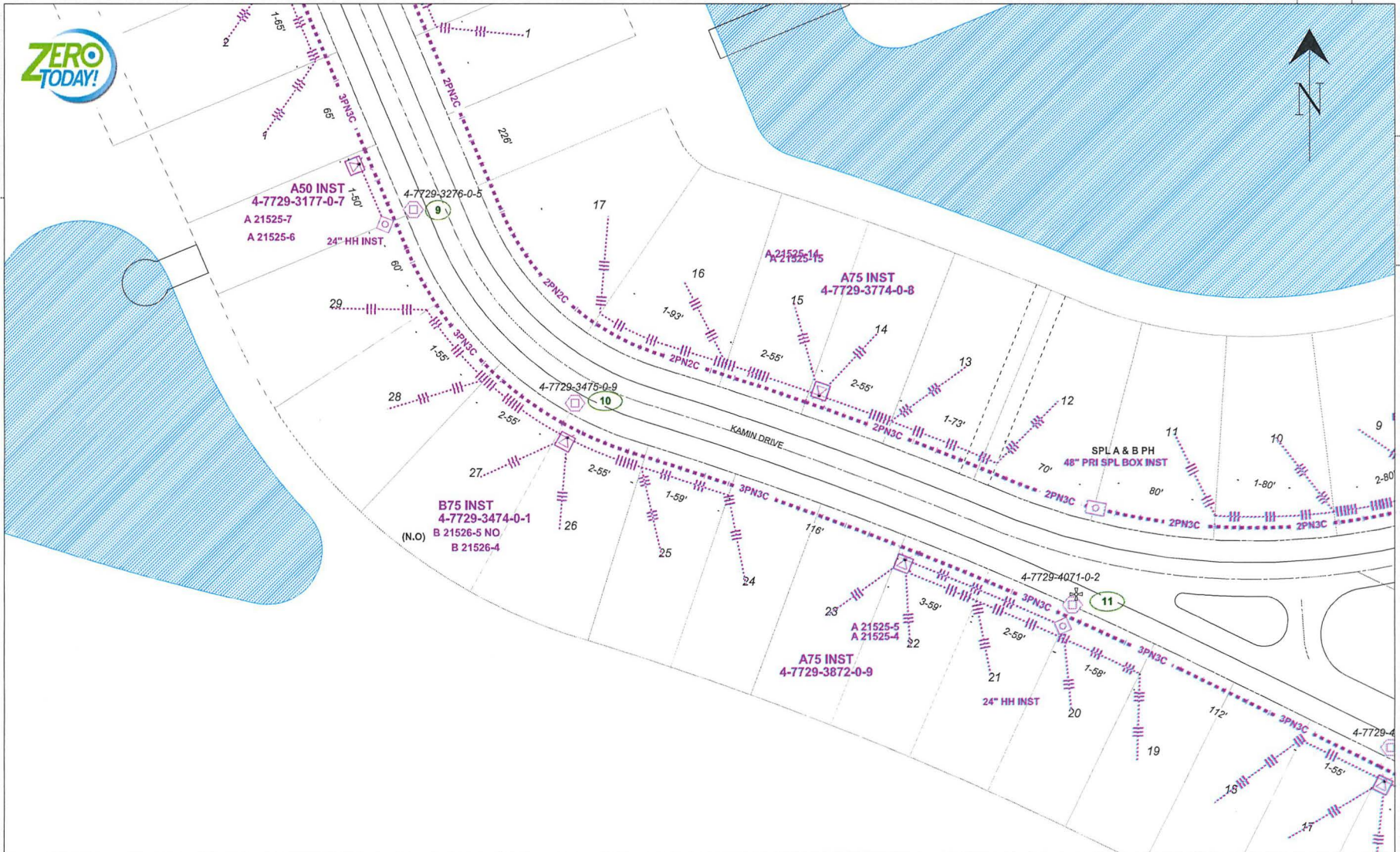
Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 28
Designer:	Alexandra Calvo	PANGEA PH3 SL	
Date:	04/26/2023	Original Size: 18 x 24	
0'		40'	80'
Dwg No. 12030145_18x24 UG.xml		Map: CO0736	
WR: 12030145		Page 4 of 9	



FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK

PAGE 4



PAGE 7

PAGE 6

Size: 18 x 24  
PRINTED BY: acd0964  
PLOT DATE/TIME: 04/26/2023 07:30:42

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>	Job Owner: ERIC A	M/A: BV	Township: 26 Range: 36 Section 33
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>	Designer: Alexandra Calvo	PANGEA PH3 SL	
2		AS-BUILT COPY	All required ground rds 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: 04/26/2023	Original Size: 18 x 24	
1	04/25/2023	INSTALL 25-3500 LIMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES		PERMIT REQD WMD <input type="checkbox"/>	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	S/O PINEDA BLV & W/O LAKE, MELBOURNE, FL, 32940
IPC	DATE	REVISION	Foreman's Signature _____ Date _____	Requested Tel. Co. Set Poles? <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANS. <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	Scale: 0' 40' 80'	Dwg No. 12030145_18x24 UG.xml
			Initials _____ Cert. Date _____	Requested Tel. Co. Transfer? <input type="checkbox"/>					Map: CO0736	Page 5 of 9
									WR: 12030145	

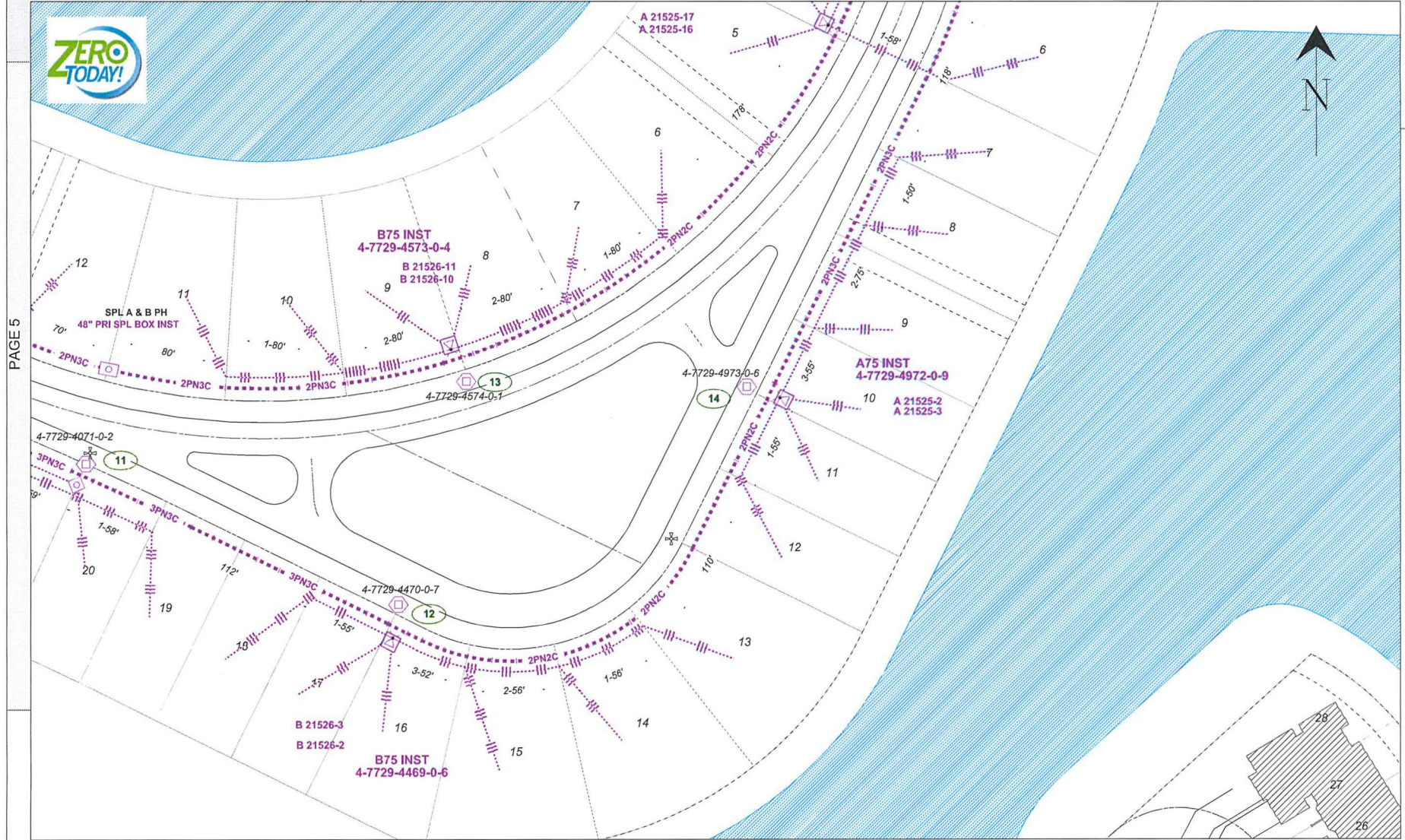


FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 4

PAGE 7



Size: 18 x 24

PRINTED BY: ac0964

PLOT DATE/TIME: 04/26/2023 07:30:44

4		
3		
2		
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES
IPC	DATE	REVISION

AS-BUILT CREW PRINT		Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	
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	Cert. Date	Foreman's Signature	Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mt? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT, ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY AIR [ ]	STATE RD [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANS. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	



Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 33
Designer:	Alexandra Calvo	PANGEA PH3 SL	
Date:	04/26/2023		
Original Size: 18 x 24	S/O PINEDA BLV & W/O LAKE, MELBOURNE, FL, 32940		
0' 40' 80'	Dwg No. 12030145_18x24 UG.xml		Map: CO0736
	WR: 12030145		Page 6 of 9

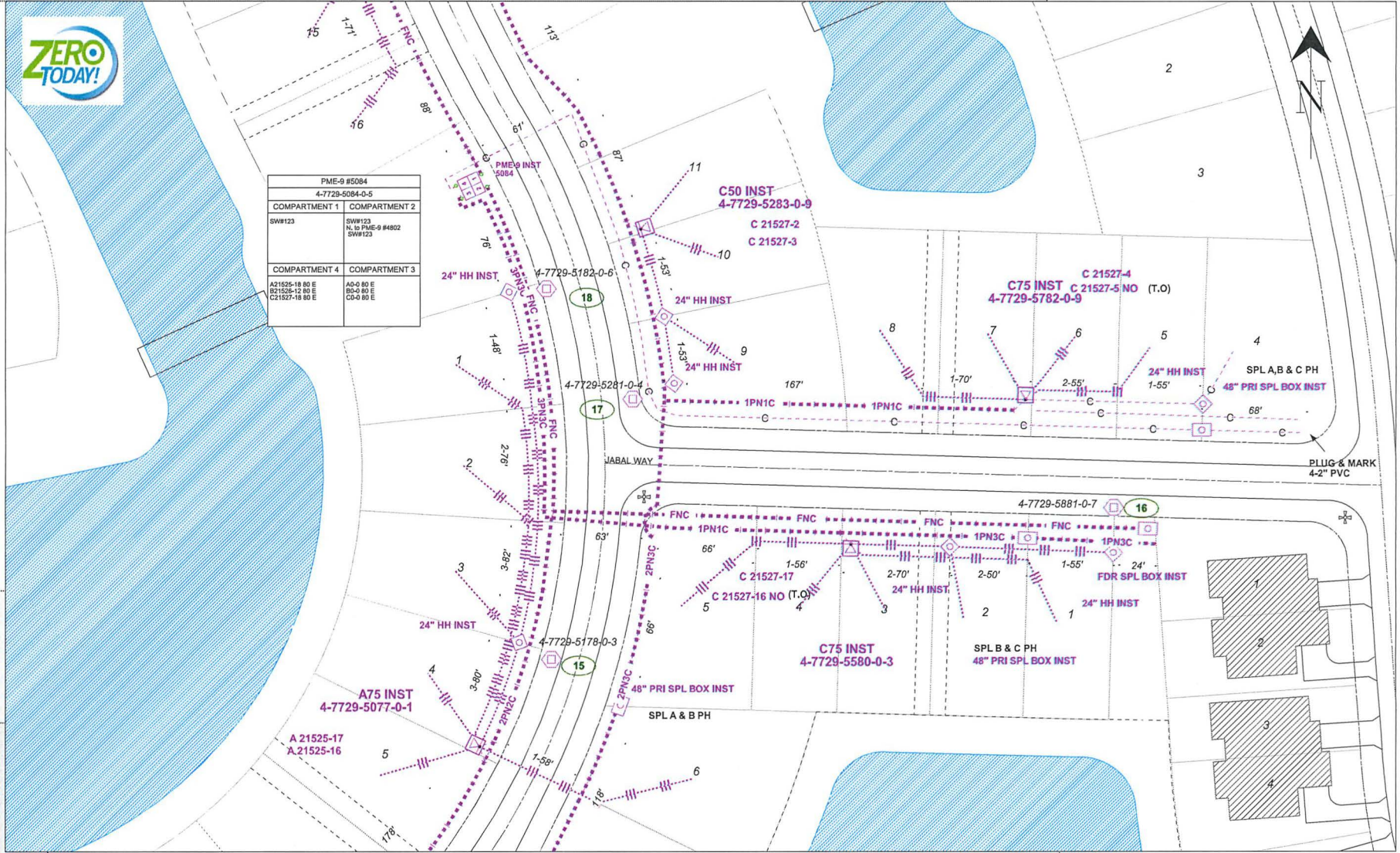
FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 8



PME-9 #5064 4-7729-5084-0-5	
COMPARTMENT 1 SW#123	COMPARTMENT 2 SW#123 N. to PME-9 #4802 SW#123
COMPARTMENT 4 A21525-18 80 E B21525-12 80 E C21527-18 80 E	COMPARTMENT 3 A0-C 80 E B0-D 80 E C0-E 80 E



PAGE 6

Plot Date/Time: 04/26/2023 07:30:45  
Printed By: ac0964  
Size: 18 x 24  
PAGE 5

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 28			
3		Foreman's Signature	Date	Designer/Stake? [ ]	CT/Special Mt? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	Designer:	Alexandra Calvo		PANGEA PH3 SL			
2		AS-BUILT COPY	Supervisor's Signature	Date	POLE LINE FT:	POLE LINE FT, ON TRANSM. POLES:	TRENCH FT:	Date:	04/26/2023					
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES	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 [ ]	Original Size: 18 x 24	S/O PINEDA BLV & W/O LAKE, MELBOURNE, FL 32940			
IPC	DATE	REVISION	Initials	Cert. Date	Foreman's Signature	Date	Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	0'	40'	80'	Dwg No. 12030145_18x24 UG.xml	Map: CO0736
											W/R: 12030145		Page 7 of 9	



FEEDERS:

[ ] INACCESSIBLE

[ ] 13KV

[ ] FUTURE 23KV

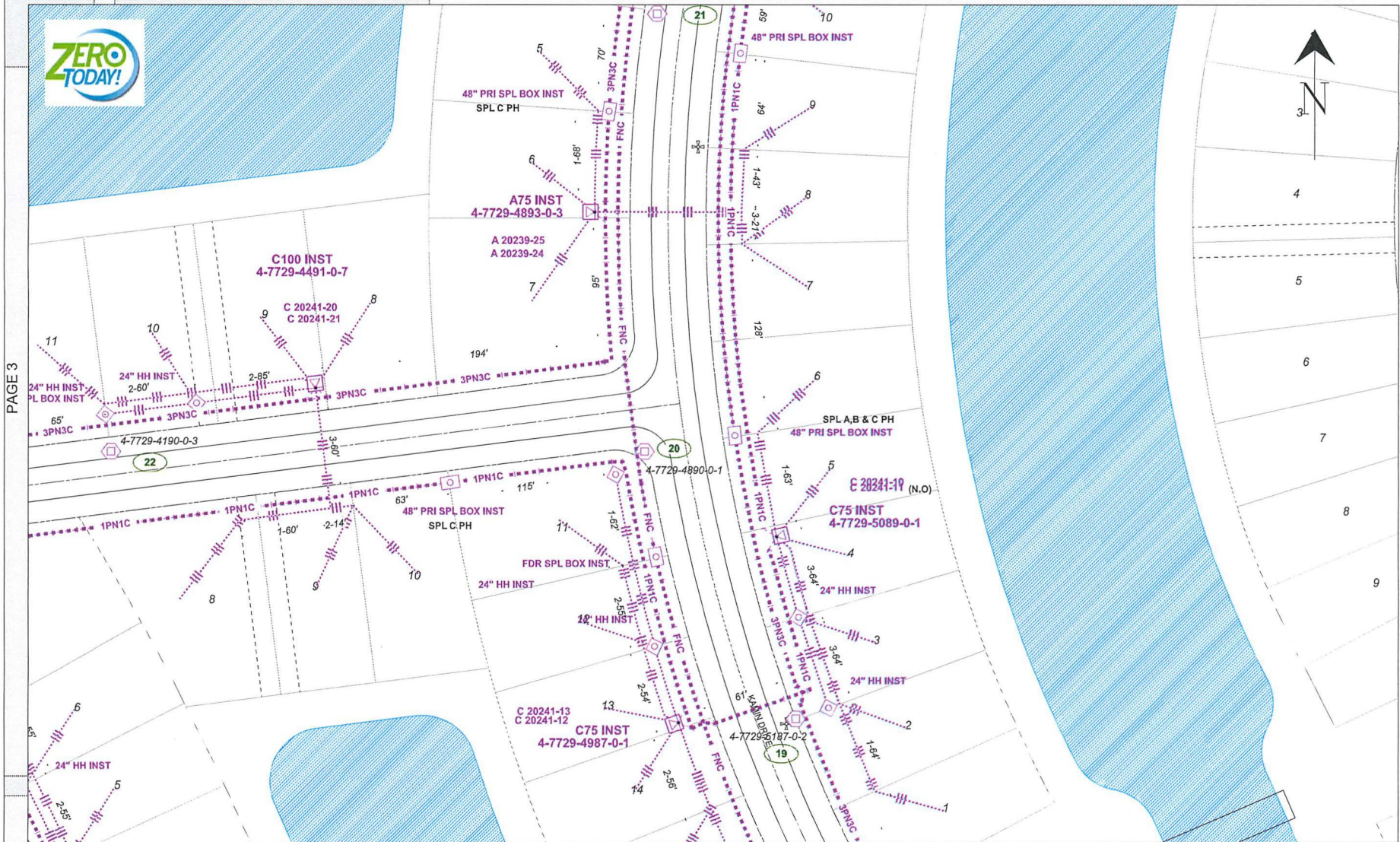
[X] 23KV

[ ] SALT SPRAY

[ ] ROCK

PAGE 2

PAGE 9



PAGE 3

PAGE 4

PAGE 7

Size: 18 x 24

PRINTED BY: auct06d

PLOT DATE/TIME: 04/26/2023 07:30:46

4			
3			
2			
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES	
IPC	DATE	REVISION	

AS-BUILT CREW PRINT		Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	
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	Cert. Date	Foreman's Signature	Date

Easement? [ ]	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 REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]
	RR XING [ ]	STATE RD [ ]	STATE RD [ ]
	Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]

FAA [ ]	TRANS. [ ]	TRANS. [ ]	TRANS. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	



Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 28
Designer:	Alexandra Calvo	PANGEA PH3 SL	
Date:	04/26/2023		
Original Size:	18 x 24	S/O PINEDA BLV & W/O LAKE, MELBOURNE, FL, 32940	
0'	40'	80'	Dwg No. 12030145_18x24 UG.xml
			Map: CO0736
			WR: 12030145
			Page 8 of 9

FEEDERS:

[ ] INACCESSIBLE

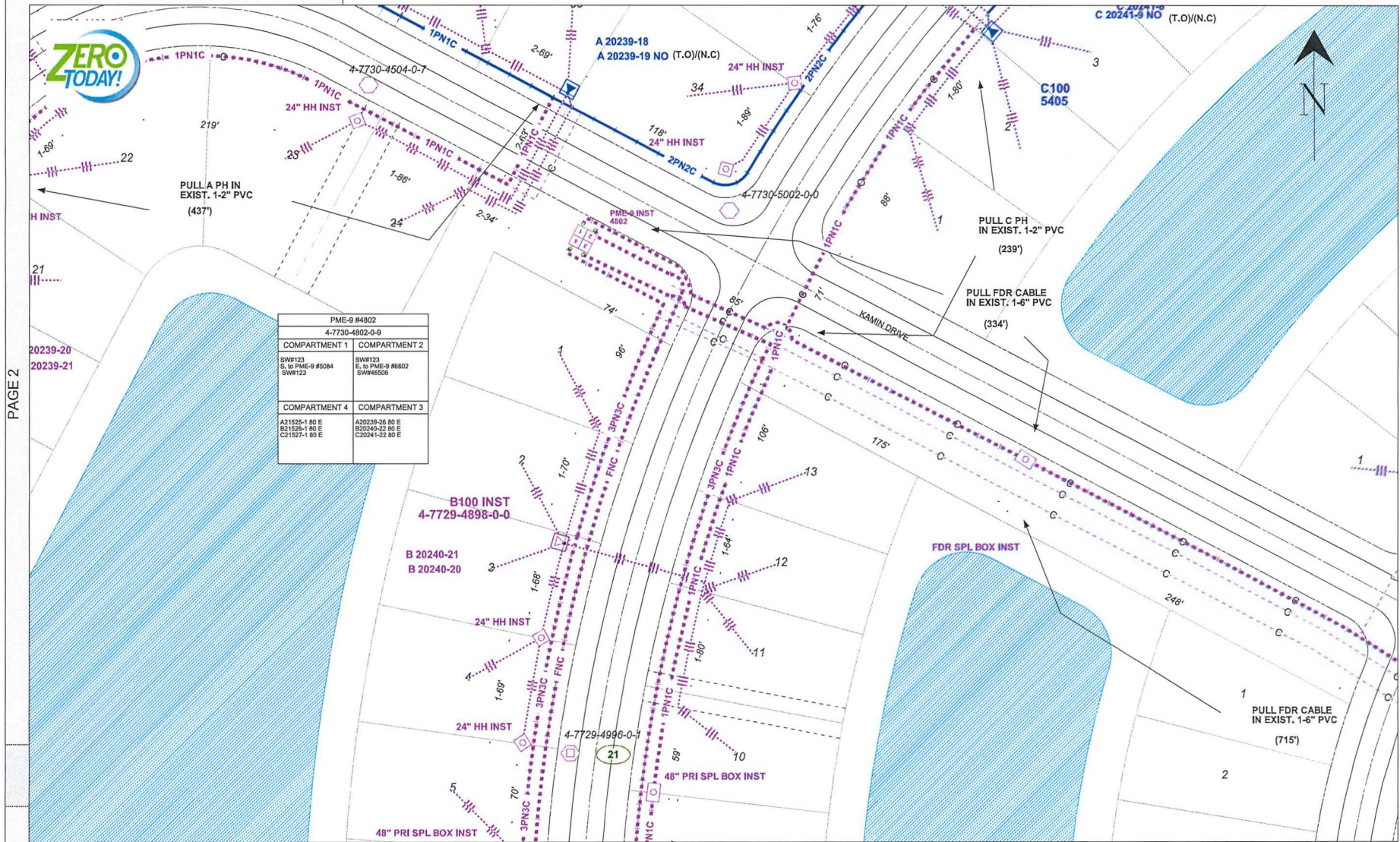
[ ] 13KV

[ ] FUTURE 23KV

[X] 23KV

[ ] SALT SPRAY

[ ] ROCK



PME-9 #4802	
4-7730-4802-0-9	
COMPARTMENT 1	COMPARTMENT 2
SW#123 S. to PME-9 #5084 SW#123	SW#123 E. to PME-9 #6602 SW#46508
COMPARTMENT 4	COMPARTMENT 3
A21525-1 80 E B21526-1 80 E C21527-1 80 E	A20239-20 80 E B20240-20 80 E C20241-22 80 E

PAGE 8

4		
3		
2		
1	04/25/2023	INSTALL 25-3500 LUMEN 3000K, BLACK STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES
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 drawn & verified to be within FPL standards. Values are shown at all locations.	
Initials	Cart. Date	Foreman's Signature	Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mir? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANS. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQD	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	STATE RD [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	FAA [ ]

Job Owner:	ERIC A	M/A:	BV	Township:	26 Range: 36 Section 28
Designer:	Alexandra Calvo	PANGEA PH3 SL			
Date:	04/28/2023				
Original Size: 18 x 24		S/O PINEDA BLV & W/O LAKE, MELBOURNE, FL, 32940			
0'	40'	80'	Dwg No. 12030145_18x24 UG.xml	Map: CO0736	
		WR: 12030145		Page 9 of 9	



Size: 18 x 24

PRINTED BY: auct096d

PLOT DATE/TIME: 04/28/2023 07:30:48

**VIERA  
STEWARDSHIP DISTRICT**

**9D**



FPL Account Number: 7336734426

FPL Work Request Number: 12030147

### LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 21st day of July, 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) Pangea Park Phase 4 WR 12030147, located in Melbourne , Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) - W/Side Panels	39	3500	3K	33	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)



Pole Description	# Installed	# Removed
21' Black Tapered Concrete	33	

- (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 \$37.06. 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)

\_\_\_\_\_  
(Print o

**Todd J. Pokrywa, Chairman**  
**Viera Stewardship District**

Title: \_\_\_\_\_

Chris Venoy

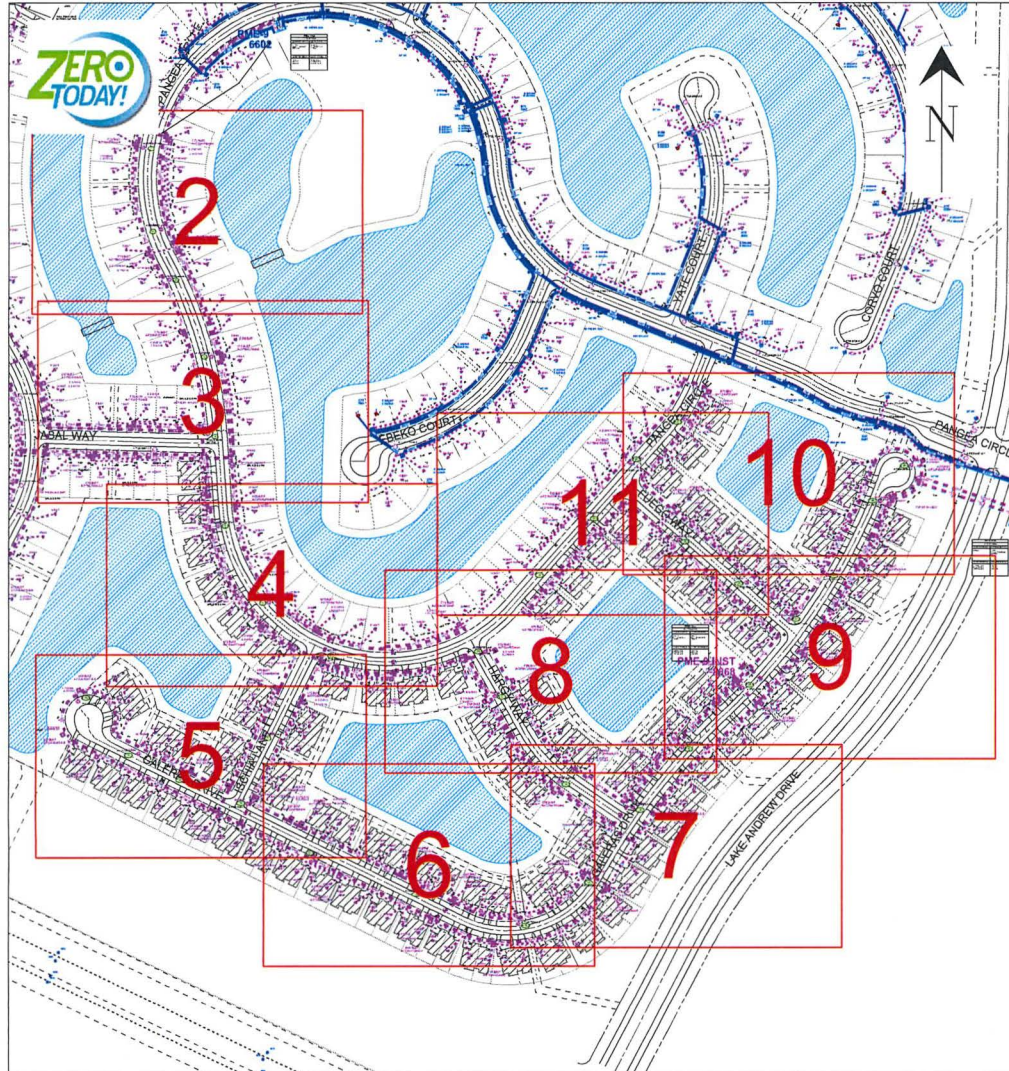
(Print or type name)

Title: FPL LT-1 Representative

# Cover Sheet: WR#12030147

Page 1 of 11

INACCESSIBLE  12KV  13KV  FUTURE 23KV  23KV  FUTURE 25KV  25KV  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.



**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:

**LOC. 1-33: INSTALL 1 LED GE PTT 39W 3K AND 33 NEW BLACK TAPERED CONCRETE POLES. CUSTOMER INSTALLING CONDUIT AND HAND-HOLE WITH BACKBONE. FPL CONTRACTOR PULLING #6 DPX UG CABLE AND DOING TERMINATIONS AT ALL LOCATIONS. FPL LED REP: CHRIS VENJO**

**CALL SUNSHINE #811  
48 HOURS BEFORE YOU DIG  
LOCATE MARKINGS COLOR CODE**

<b>RED</b>	ELECTRIC	<b>BLUE</b>	WATER
<b>YELLOW</b>	GAS-OIL-STEAM	<b>GREEN</b>	SEWER
<b>PINK</b>	TEMP. SURVEY MARKINGS	<b>ORANGE</b>	CABLE TV
<b>WHITE</b>	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.

PLOT DATE/TIME: 05/11/2023 09:52:23 PRINTED BY: auc0964 Size: 18 x 24

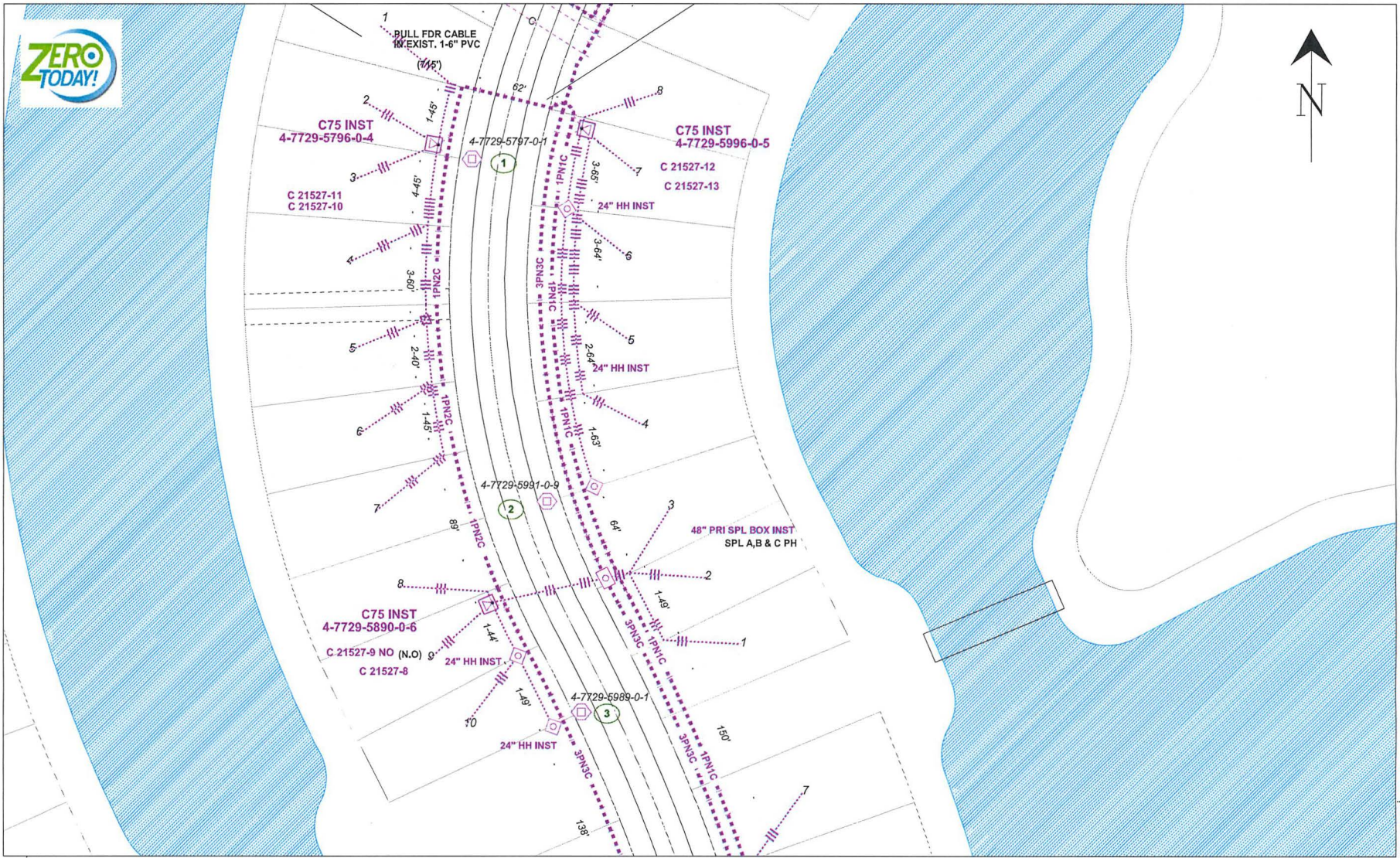
4		LARGEST A/C TONS:			
3		HOME SQ. FT.			
2		Job Owner:		ERIC A	
1		Designer:		Alexandra Calvo	
1		Date:		05/11/2023	
IPC		Original Size:		18 x 24	
DATE		0'		218'	
REVISION		436'		Dwg No. 12030147_18x24 UG.xml	
INSTALL 33- 3500 LUMEN 3000K BLACK TRADITIONAL STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES		Request Tel. Co. Set Poles? [ ]		Request CATV Transfer? [ ]	
		Request Transf. Co. Transfer? [ ]		Request CATV Transfer? [ ]	
Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	
Designer/Stake? [ ]		CT/Special Mt? [ ]		Work with SMO? [ ]	
POLE LINE FT:		POLE LINE FT., ON TRANSM. POLES:		TRENCH FT:	
PERMIT CITY [ ]		COUNTY RD [ ]		COUNTY AIR [ ]	
REQ'D WMD [ ]		RR XING [ ]		DR. DIST. [ ]	
		STATE RD [ ]		FAA [ ]	
		TRANS. [ ]			
		Requested Tel. Co. Set Poles? [ ]		Requested CATV Transfer? [ ]	
		Requested Transf. Co. Transfer? [ ]		Requested CATV Transfer? [ ]	



M/A: BV Township: 26 Range: 36 Section 33  
 PANGEA PH4 SL  
 Original Size: 18 x 24  
 Dwg No. 12030147\_18x24 UG.xml  
 Map: CO0736  
 WR: 12030147  
 Page 1 of 11

FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK



PAGE 3

PLOT DATE/TIME: 05/11/2023 09:52:40    PRINTED BY: aac096d    Size: 18 x 24

4		
3		
2		
1	04/26/2023	INSTALL 33-3500 LUMEN 3000K BLACK TRADITIONAL STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES
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	Cert. Date	Foreman's Signature	Date

Easement? <input type="checkbox"/> Designer/Stake? <input type="checkbox"/> POLE LINE FT:	Tree Work? <input type="checkbox"/> CT/Special Mt? <input type="checkbox"/> POLE LINE FT, ON TRANSM. POLES:	Tree Access? <input type="checkbox"/> Work with SMO? <input type="checkbox"/> TRENCH FT:	Tree Staking Req'd? <input type="checkbox"/> Survey/Stake? <input type="checkbox"/> DUCT BANK FT:
PERMIT REQ'D: WMD <input type="checkbox"/> Requested Tel. Co. Set Poles? <input type="checkbox"/>	CITY <input type="checkbox"/> COUNTY RD <input type="checkbox"/> COUNTY AIR <input type="checkbox"/> STATE RD <input type="checkbox"/> FAA <input type="checkbox"/> RR XING <input type="checkbox"/> DR. DIST. <input type="checkbox"/> TRANSM. <input type="checkbox"/> Requested Tel. Co. Transfer? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>

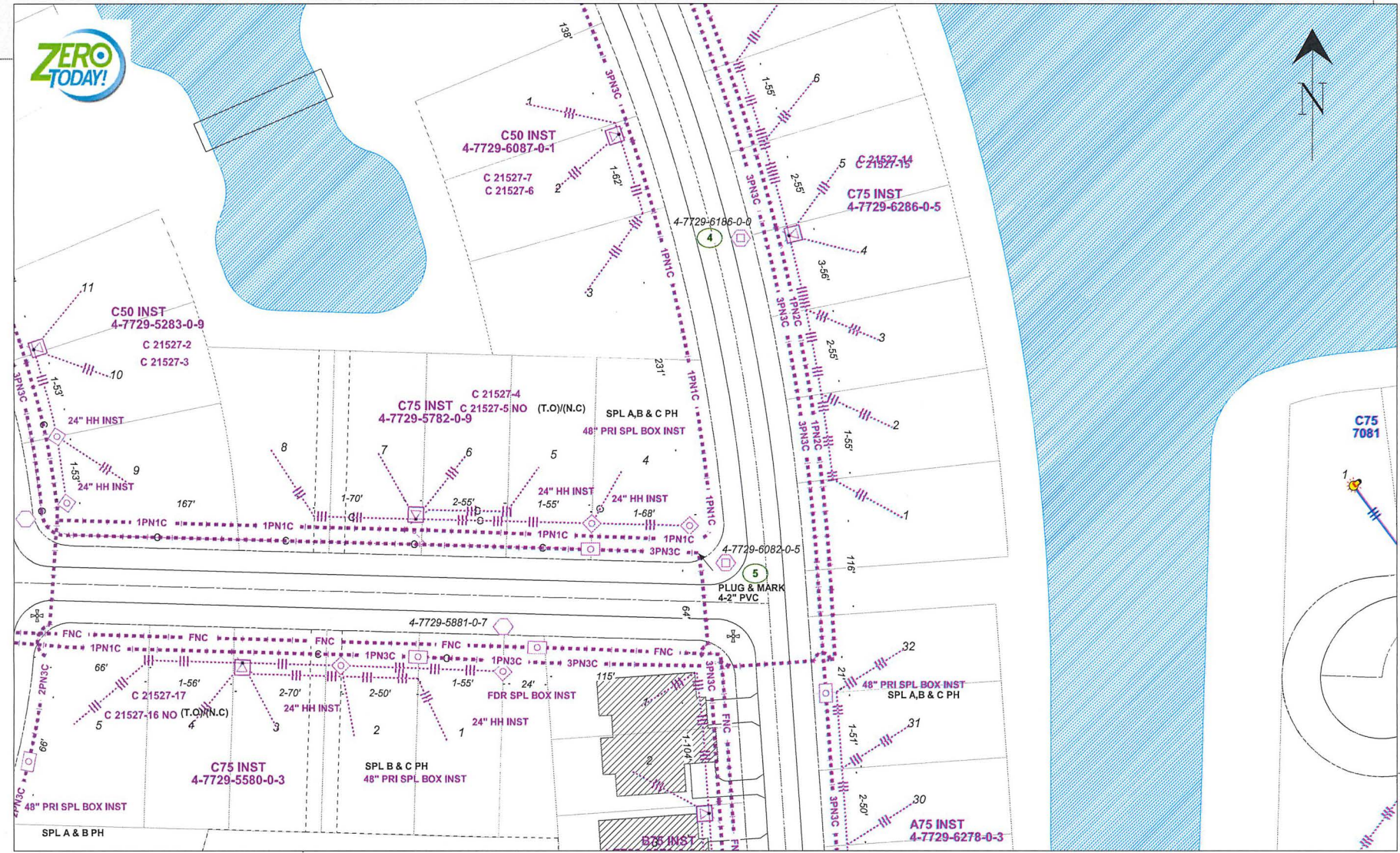


Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 28
Designer:	Alexandra Calvo	PANGEA PH4 SL	
Date:	05/11/2023		
Original Size: 18 x 24			
0'	40'	80'	Dwg No. 12030147_18x24 UG.xml    Map: CO0736
		WR: 12030147	Page 2 of 11

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 2



C75 7081

PAGE 4

Size: 18 x 24  
PRINTED BY: jax596d  
PLOT DATE/TIME: 05/11/2023 09:52:42

4			
3			
2	04/26/2023	INSTALL 33-3500 LUMEN 300K BLACK TRADITIONAL STREET LIGHTS ON 24 FT TAPERED BLACK CONCRETE 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	Cert. Date	Foreman's Signature	Date

Easement? [ ]	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 REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	STATE RD [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	FAA [ ]



Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 28
Designer:	Alexandra Calvo	PANGEA PH4 SL	
Date:	05/11/2023		
Original Size: 18 x 24			
0'	40'	80'	Dwg No. 12030147_18x24 UG.xml
WR: 12030147			Map: CO0736
			Page 3 of 11

FEEDERS:

INACCESSIBLE  13KV  FUTURE 23KV  23KV  SALT SPRAY  ROCK

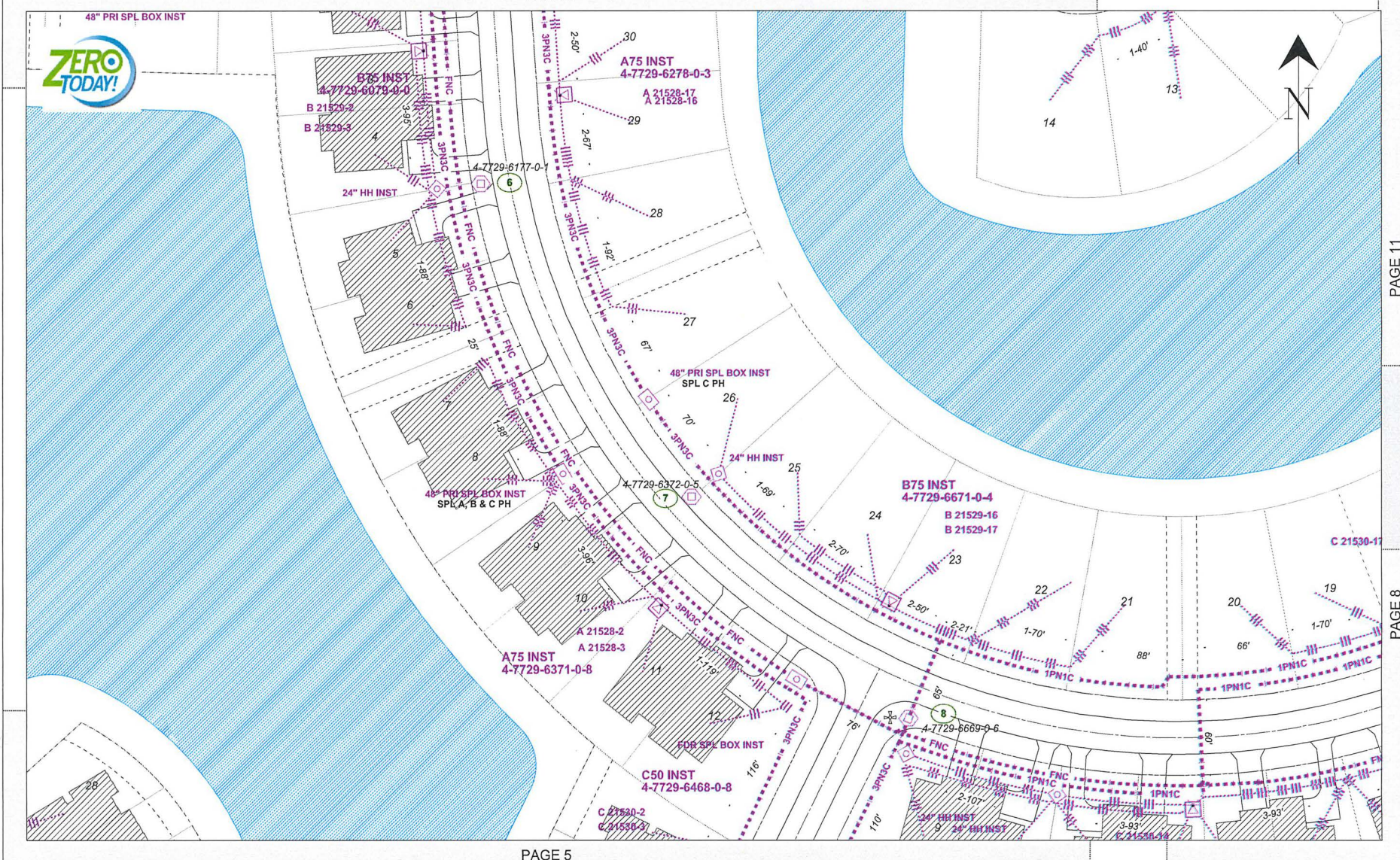
PAGE 3

PAGE 11

PAGE 8

PAGE 5

48" PRI SPL BOX INST



Size: 18 x 24

PRINTED BY: sac6966

PLOT DATE/TIME: 05/11/2023 09:52:44

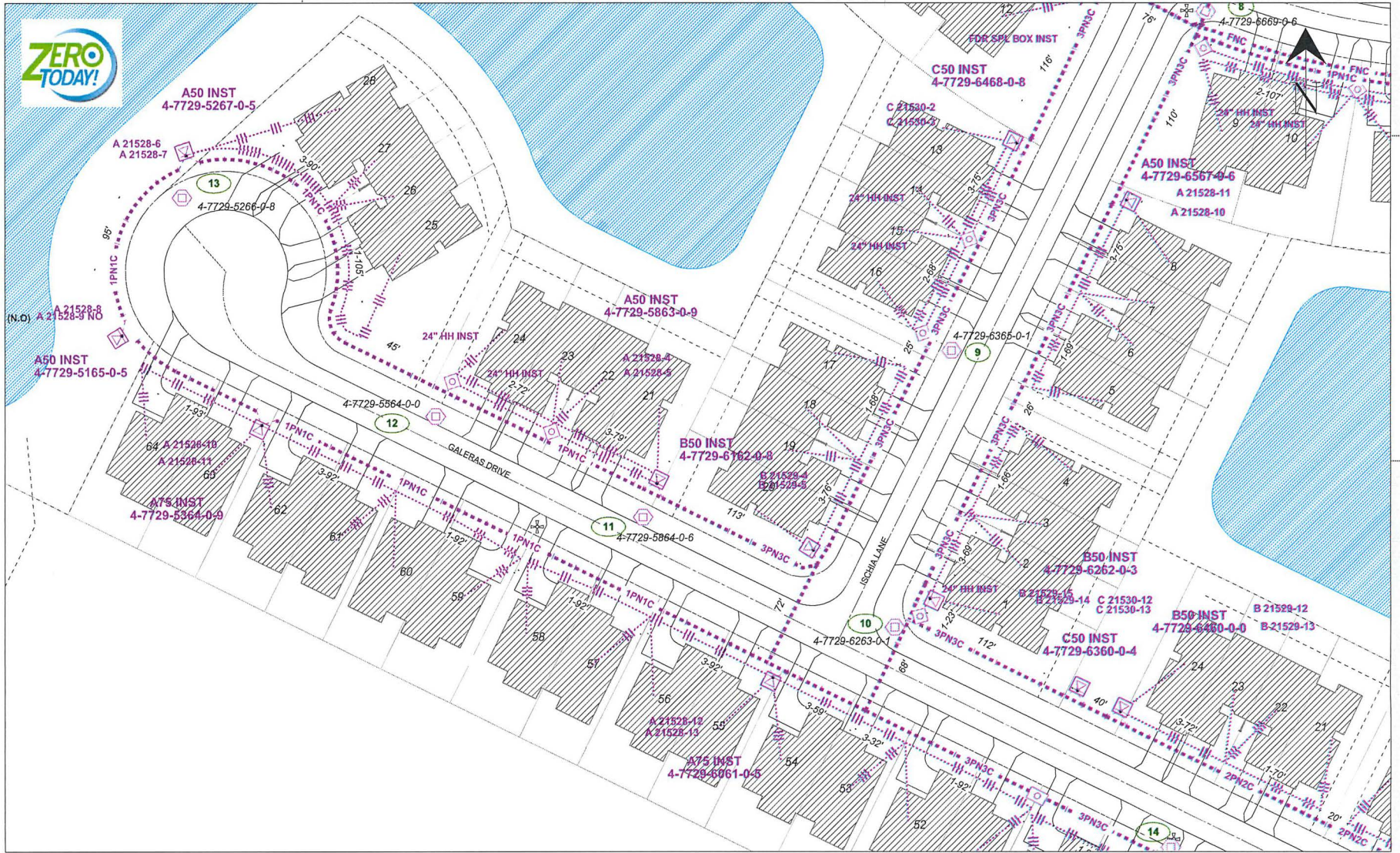
4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.	Easement? <input type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>	Job Owner: ERIC A	M/A: BV	Township: 26 Range: 36 Section 33
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? <input type="checkbox"/>	CT/Special Mtg? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>	Designer: Alexandra Calvo	PANGEA PH4 SL	
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1	04/26/2023	INSTALL 33-3500 LUMEN 3000K BLACK TRADITIONAL STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES		PERMIT CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <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"/>	0' 40' 80'	Dwg No. 12030147_18x24 UG.xml	Map: CO0736



[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 4

FEEDERS:



PAGE 6

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3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? [ ]	CT/Special Mt? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	Designer: Alexandra Calvo	PANGEA PH4 SL		
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IPC	DATE	REVISION	Initials Cert. Date	Foreman's Signature	Date	Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		0' 40' 80'	Page 5 of 11



Original Size: 16 x 24

Dwg No. 12030147\_16x24 UG.xml

Map: CO0736

Page 5 of 11

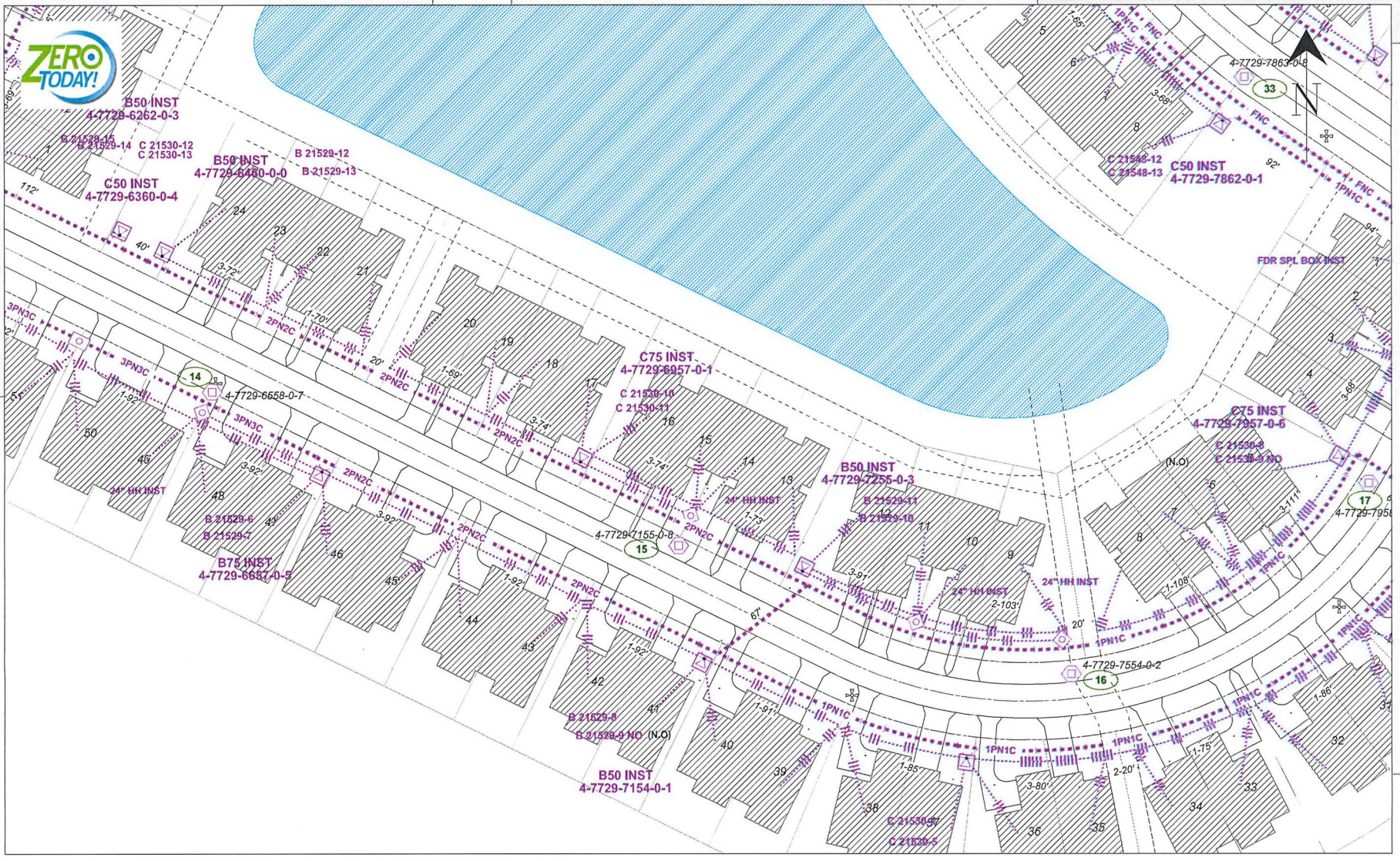


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PAGE 7



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AS-BUILT CREW PRINT		Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RCS.	
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	Cert. Date	Foreman's Signature	Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mir? [ ]	Work with SMD? [ ]	Survey/Stake? [ ]
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REQ'D	WMD [ ]	RR XING [ ]	STATE RD [ ]
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			TRANS. [ ]



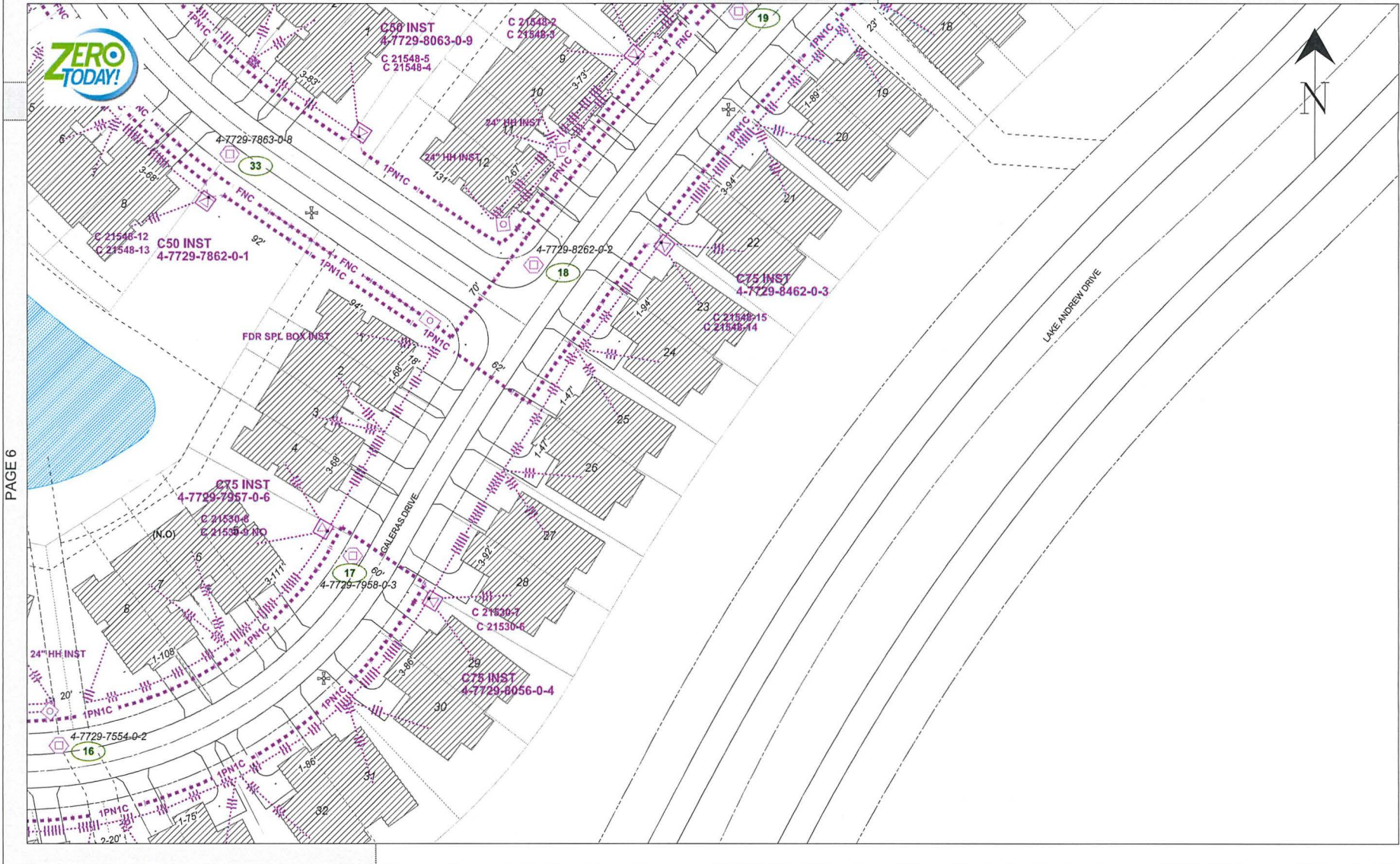
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Designer:	Alexandra Calvo	PANGEA PH4 SL	
Date:	05/11/2023		
Original Size: 18 x 24			
0'	40'	80'	Dwg No. 12030147_16x24 UG.xml
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			Page 6 of 11

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PAGE 8

PAGE 9



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2	04/26/2023	INSTALL 33-3600 LUMEN 3000K BLACK TRADITIONAL STREET LIGHTS ON 21 FT TAPERED BLACK CONCRETE POLES
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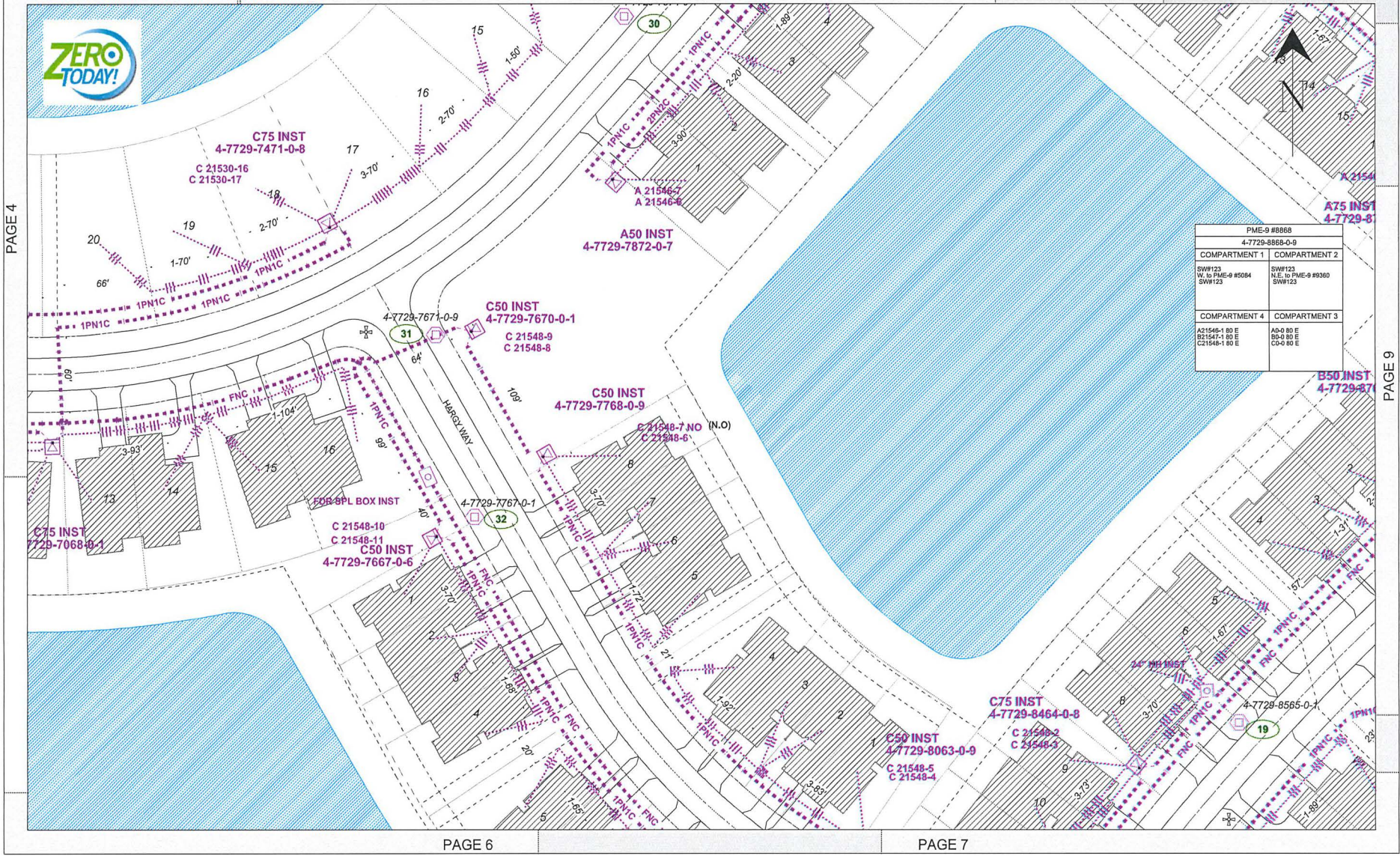
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Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 33
Designer:	Alexandra Calvo	PANGEA PH4 SL	
Date:	05/11/2023	Original Size: 18 x 24	
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		WR: 12030147	Page 7 of 11

FEEDERS:



PME-9 #8868 4-7729-8868-0-9			
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SW#123 W. to PME-9 #5084 SW#123	SW#123 N.E. to PME-9 #9380 SW#123		
COMPARTMENT 4	COMPARTMENT 3		
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3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? [ ]	CT/Special Mtg? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	Designer: Alexandra Calvo	PANGEA PH4 SL	
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										Page 8 of 11



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PAGE 11

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6-21 80 E	B0-0 E
6-20 80 E	CD-0 E

PME-9 8868 4-7729-8868-0-9	
COMPARTMENT 1	COMPARTMENT 2
SW#123 W. to PME-9 #5084 SW#123	SW#123 N.E. to PME-9 #9360 SW#123
COMPARTMENT 4	COMPARTMENT 3
AD-0 80 E B21547-1 80 E C21548-1 80 E	AD-0 80 E B0-0 80 E CD-0 80 E

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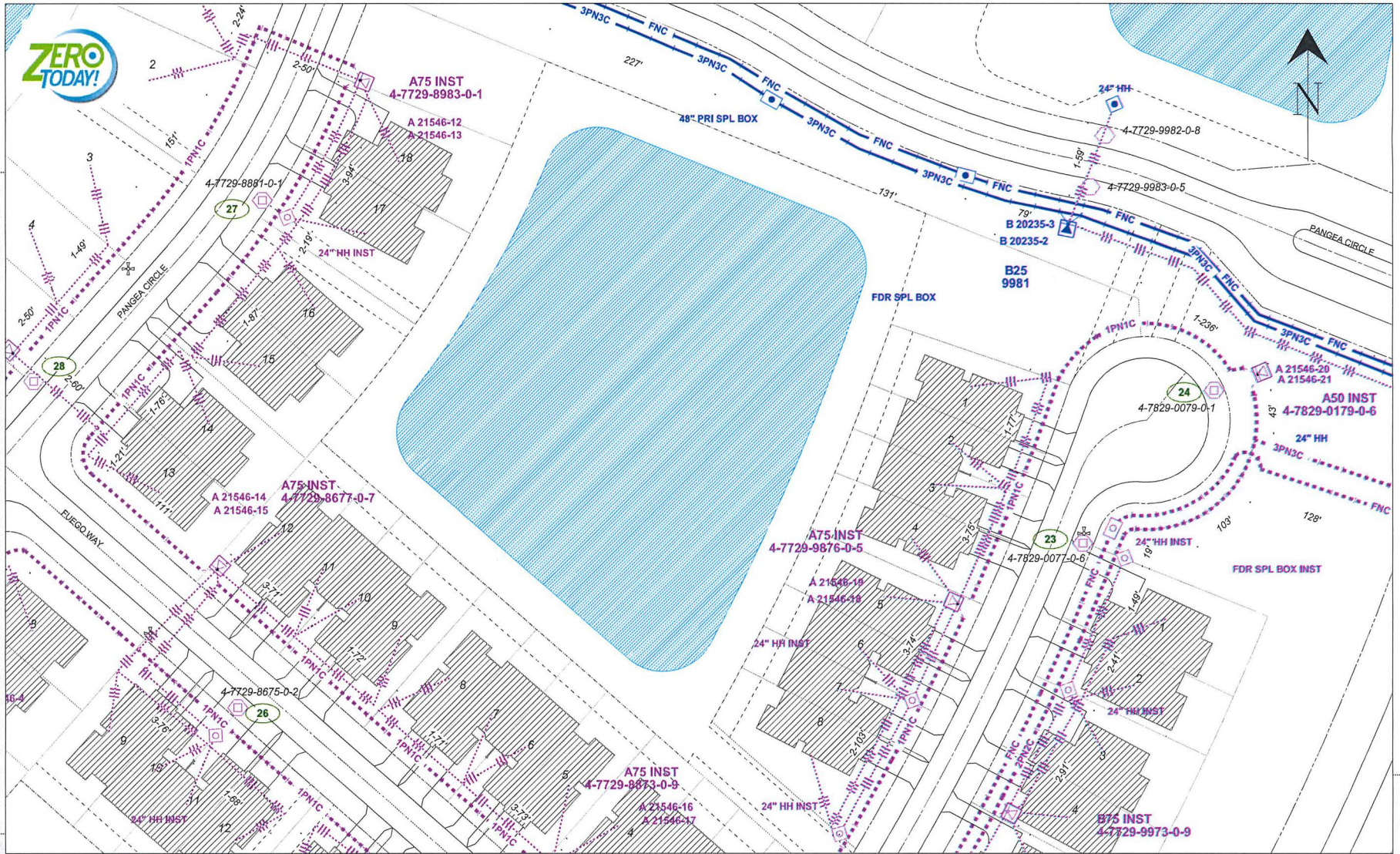
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PAGE 11

PAGE 8

PAGE 9

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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	Cert. Date	Foreman's Signature	Date

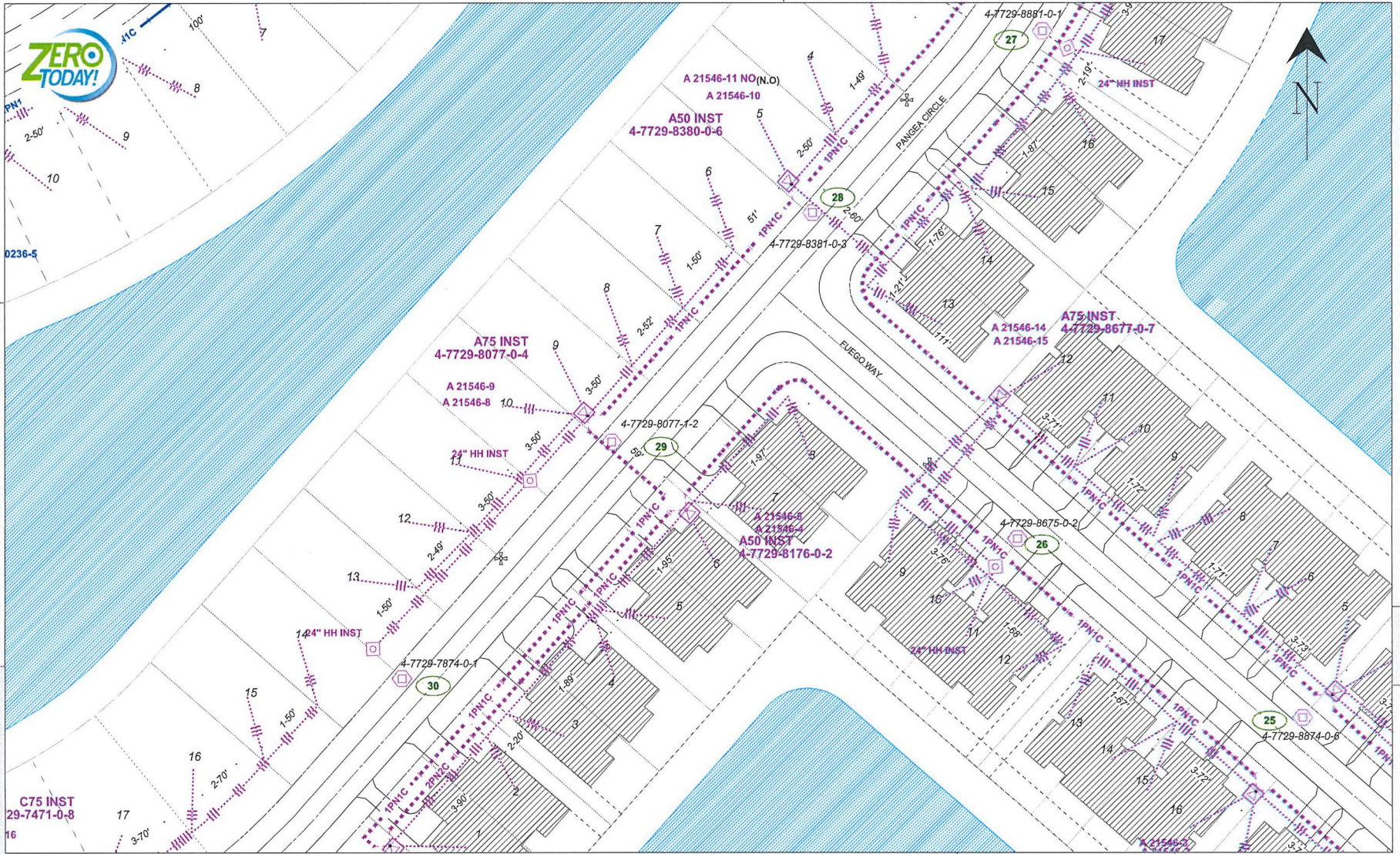
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Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANS. POLES:	TRENCH FT:	DUCT BANK FT:
CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>
PERMIT REQ'D	WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
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Job Owner:	ERIC A	M/A: BV	Township: 26 Range: 36 Section 33
Designer:	Alexandra Calvo	PANGEA PH4 SL	
Date:	05/11/2023		
Original Size: 18 x 24			
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Dwg No. 12030147_1b24 UG.xml		Map: C00736	
WR: 12030147		Page 10 of 11	

FEEDERS:

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PAGE 4

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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 TRANS. POLES: _____	TRENCH FT: _____	DUCT BANK FT: _____	Date: 05/11/2023		
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IPC	DATE	REVISION	Foreman's Signature _____ Date _____	Requested Tel. Co. Set Poles? <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANS. <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>		Dwg No. 12030147_16x24 UG.xml
			Initials _____ Cert. Date _____							Map: C00736
										Page 11 of 11



**VIERA  
STEWARDSHIP DISTRICT**

**9E**

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

This Fifteenth Amendment (“Fifteenth Amendment”) is made and entered into to be effective the 1st day of August 2023, by and between:

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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



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

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

**WHEREAS**, on February 1, 2022, the District and the Contractor entered into that certain *Twelfth Amendment to the Agreement for Aquatic Maintenance Services* (the “Twelfth Amendment”) for maintenance of additional areas; and

**WHEREAS**, on August 1, 2022, the District and the Contractor entered into that certain *Thirteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Thirteenth Amendment”) for maintenance of additional areas; and

**WHEREAS**, on March 1, 2023, the District and the Contractor entered into that certain *Fourteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Fourteenth Amendment” and, together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, and Fourteenth Amendment, the “Agreement”) for maintenance of additional areas; and

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

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

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

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

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

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

- A. **Monthly Aquatic Weed Control**: In a total annual amount not to exceed *One Hundred Eighty-Nine Thousand, Four Hundred Sixty-Eight Dollars and No Cents* (\$189,468.00), payable in equal monthly installments of *Fifteen Thousand, Seven Hundred Eighty-Nine Dollars and No Cents* (\$15,780.00) for monthly aquatic weed control of the Lakes identified in Section I of **Exhibit A** to this Fifteenth Amendment;
- B. **Natural Areas Management (bi-monthly)**: In a total annual amount of *Thirteen Thousand, Three Hundred Eighty Dollars and No Cents* (\$13,380.00), payable in equal bi-monthly installments of *Two Thousand, Two Hundred Thirty Dollars and No*

Cents (\$2,230.00), for the bi-monthly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of Exhibit A to this Fifteenth Amendment;

- C. Natural Areas Management (quarterly): In a total annual amount not to exceed *Five Thousand, Six Hundred Dollars and No Cents* (\$5,600.00), payable in quarterly installments of *One Thousand Four Hundred Dollars and No Cents* (\$1,400.00), for the quarterly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of Exhibit A to this Fifteenth Amendment;
- D. 2-Mile Canal Services: In a total annual amount not to exceed *Four Thousand, Three Hundred Dollars and No Cents* (\$4,300.00), payable in quarterly installments of *One Thousand, Seventy-Five Dollars and No Cents* (\$1,075.00), for the Services of the Two-Mile Canal identified in Section III of Exhibit A to this Fifteenth Amendment; and
- E. 2-Mile Canal – Nautique Dosing: In a total amount of *Ten Thousand, Two Hundred Dollars and No Cents* (\$10,200.00), payable in bi-monthly installments of *One Thousand, Seven Hundred Dollars and No Cents* (\$1,700.00), for the Services of Nautique Dosing in the Two-Mile Canal identified in Section III of Exhibit A to this Fifteenth Amendment.

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

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

ATTEST:

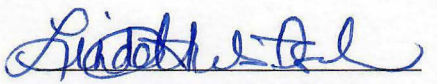
**VIERA STEWARDSHIP DISTRICT**

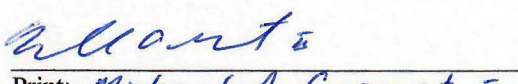
\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

**ECOR INDUSTRIES, INC.,**  
a Florida corporation

  
By: Linda H. Steel

  
Print: Michael A. Garoust  
Its: Vice President

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

## Exhibit A Contractor's Proposal

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

**VIERA STEWARDSHIP DISTRICT - ATTACHMENT A**  
**SECTION I - MONTHLY AQUATIC WEED CONTROL**  
**August 2023 (15th Amendment)**

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

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

**VIERA STEWARDSHIP DISTRICT - ATTACHMENT A**  
**SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL**  
**August 2023 (15th 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
235	Reeling Park South Phase 1 Tract H	1,320'	1.43	\$ 60.00
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

**VIERA STEWARDSHIP DISTRICT - ATTACHMENT A  
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL  
August 2023 (15th 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
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
254	Send/Sierra Cove Ph 1 Tr OSN7-16C	1,690'	2.43	\$ 80.00
255	Send/Sierra Cove Ph 4 Tr OSN7-16D	1,645'	2.70	\$ 100.00
259	Avalonia Ph 1 Tract J	3,670'	6.20	\$ 250.00
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
<b>MONTHLY FEE</b>			<b>530.00</b>	<b>\$ 15,789.00</b>
<b>ANNUAL FEE</b>				<b>\$ 189,468.00</b>

**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 Centar 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
<b>Every Other Month Service Fee</b>				<b>\$ 2,230.00</b>
<b>ANNUAL FEE</b>				<b>\$ 13,380.00</b>

**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
<b>QUARTERLY SERVICE FEE</b>				<b>\$ 1,400.00</b>
<b>ANNUAL FEE</b>				<b>\$ 5,600.00</b>

**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
<b>QUARTERLY SERVICE FEE</b>				<b>\$ 1,075.00</b>
<b>ANNUAL FEE</b>				<b>\$ 4,300.00</b>

**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
<b>Every Other Month Service Fee</b>				<b>\$ 1,700.00</b>
<b>ANNUAL FEE</b>				<b>\$ 10,200.00</b>

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.

# Exhibit B Map

Exhibit B - Location Map  
August 2023



■ Lakes added to the 15th Amendment

**VIERA  
STEWARDSHIP DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**



**VIERA  
STEWARDSHIP DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2023**

**VIERA  
STEWARDSHIP DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2023**

	General Fund	Debt Service Fund Series 2021	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 520,929	\$ -	\$ 520,929
Investments			
Revenue	-	15,415	15,415
Reserve	-	660,753	660,753
Capitalized interest	-	448,700	448,700
Cost of issuance	-	2,630	2,630
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>\$ 572,129</u>	<u>\$ 1,127,498</u>	<u>\$ 1,699,627</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 217	\$ -	\$ 217
Due to general fund	-	3,190	3,190
Total liabilities	<u>217</u>	<u>3,190</u>	<u>3,407</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	36,472	-	36,472
Unearned revenue	33,302	-	33,302
Total deferred inflows of resources	<u>69,774</u>	<u>-</u>	<u>69,774</u>
Fund balances:			
Restricted for:			
Debt service	-	1,124,308	1,124,308
Unassigned	502,138	-	502,138
Total fund balances	<u>502,138</u>	<u>1,124,308</u>	<u>1,626,446</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 572,129</u>	<u>\$ 1,127,498</u>	<u>\$ 1,699,627</u>

**VIERA  
STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 7,370	\$ 633,399	\$ 626,256	101%
Assessment levy: off-roll	-	94,510	129,160	73%
Lot closing assessments	-	1,349	-	N/A
Canal maintenance agreement Viera East CDD 1	-	9,989	9,990	100%
Canal maintenance agreement Central Viera CA	-	-	26,482	0%
Interest & miscellaneous	-	900	1,000	90%
Total revenues	<u>7,370</u>	<u>740,147</u>	<u>792,888</u>	93%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	2,153	0%
Management/recording/accounting	4,000	36,000	48,000	75%
Legal	5,960	12,725	30,000	42%
Engineering	298	1,043	10,000	10%
Ecologist	-	-	10,000	0%
Audit	3,200	3,200	5,200	62%
Dissemination agent / series 2021	83	750	1,000	75%
DSF accounting / series 2021	417	3,750	5,000	75%
Trustee / series 2021	-	4,246	5,000	85%
Arbitrage rebate calculation / series 2021	-	-	500	0%
Insurance	-	11,683	12,000	97%
Legal advertising	-	682	3,000	23%
Printing & binding	8	75	100	75%
Telephone	8	75	100	75%
Postage	10	11	250	4%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	705	705	100%
Website ADA compliance	597	597	210	284%
Contingencies / bank charges	-	-	900	0%
Property appraiser	-	2,281	2,281	100%
Tax collector	147	12,654	13,047	97%
Contingency	-	-	20,144	0%
Total administrative	<u>14,728</u>	<u>90,652</u>	<u>169,765</u>	53%
<b>Field Management Operations</b>				
Field manager	417	3,750	5,000	75%
O&M accounting	-	-	5,000	0%
Total field management operations	<u>417</u>	<u>3,750</u>	<u>10,000</u>	38%
<b>Maintenance -- Platted Lots/Subdivisions</b>				
Aquatic weed control for drainage system	16,984	157,381	199,208	79%
PCT area maintenance	1,485	2,970	5,000	59%
Street lighting	9,905	83,719	138,320	61%
Subdivision contingency	-	1,675	3,000	56%
Total maintenance - platted lots/subdivisions	<u>28,374</u>	<u>245,745</u>	<u>345,528</u>	71%

**VIERA  
STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Maintenance -- Environmental (District-wide)</b>				
Aquatic weed control and maintenance for canals	1,075	20,850	138,095	15%
Inspections and miscellaneous work by ecologist	2,048	9,431	10,000	94%
Wetland/habitat maintenance in VWP, Stage 1	-	-	6,000	0%
Wetland/habitat maintenance in VWP, Stage 2	2,355	7,743	100,000	8%
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>5,478</u>	<u>40,789</u>	<u>267,595</u>	15%
Total expenditures	<u>48,997</u>	<u>380,936</u>	<u>792,888</u>	48%
Excess/(deficiency) of revenues over/(under) expenditures	(41,627)	359,211	-	
Fund balances - beginning	<u>543,765</u>	<u>142,927</u>	<u>61,750</u>	
Fund balances - ending	<u><u>\$ 502,138</u></u>	<u><u>\$ 502,138</u></u>	<u><u>\$ 61,750</u></u>	

**VIERA  
STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Interest	\$ 4,404	\$ 40,928	\$ -	N/A
Total revenues	<u>4,404</u>	<u>40,928</u>	<u>-</u>	N/A
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Interest	-	834,258	834,258	100%
Total expenditures	<u>-</u>	<u>834,258</u>	<u>834,258</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	4,404	(793,330)	(834,258)	
Fund balances - beginning	1,119,904	1,917,638	1,914,738	
Fund balances - ending	<u>\$ 1,124,308</u>	<u>\$ 1,124,308</u>	<u>\$ 1,080,480</u>	