

**VIERA  
STEWARDSHIP  
DISTRICT**

**November 8, 2023**

**BOARD OF SUPERVISORS  
SPECIAL MEETING  
AGENDA**

**VIERA  
STEWARDSHIP DISTRICT**

**AGENDA  
LETTER**



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

November 1, 2023

Board of Supervisor  
Viera Stewardship District

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

Dear Board Members:

The Board of Supervisors of the Viera Stewardship District will hold a Special Meeting on November 8, 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/86745371816?pwd=OKZ37XyNkaavPWaisj4dfowD6er8xo.1>, Meeting ID: 867 4537 1816, Passcode: 073610 or via conference call at 1-305-224-1968, Meeting ID: 867 4537 1816, Passcode: 073610. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments *(limited to 3 minutes per person)*
4. Approval of August 15, 2023 Public Hearing and Regular Meeting Minutes
5. Consider Acceptance of Roadway Improvements
6. Ratification Items
  - A. FPL LED Lighting Agreement - Aripeka Phase 3 & 4
  - B. Helena Agri-Enterprises, LLC for Cogon Grass Spraying
  - C. Brewer Paving and Development, LLC Agreement for Stormwater System Repair
  - D. Acquisition of Additional Work Product for Pineda Boulevard Segments F, G, and H
  - E. Acquisition of Pineda Boulevard Segments F, G, and H Phase 2 Improvements and Work Product
    - o Bills of Sale to City and County
  - F. Acquisition of Pineda Boulevard Segment C&D Widening *(to be provided under separate cover)*

- G. Acquisition of Pineda Boulevard Segments F, G, and H Phases 1 and 3 (to be provided under separate cover)
  - H. Zev Cohen Work Authorizations
    - I. #36 Environmental Professional Fiscal Year 2023/2024
    - II. #37 Wetland/Habitat Maintenance in Viera Wilderness Park
    - III. #38 Inspections and Miscellaneous Work by Environmental Professional
  - I. The Viera Company Request Letter to VSD for Reimbursement from Series 2023 Bond Proceeds/Requisition for Same
7. Consideration/Ratification of PCT Management Plan 2024
  8. Acceptance of Unaudited Financial Statements as of September 30, 2023
  9. Staff Reports
    - A. District Counsel: *Kilinski | Van Wyk PLLC*
    - B. District Engineer: *BSE Consultants Inc.*
    - C. Environmental Consultant: *Zev Cohen & Associates*
    - D. Community Association Manager: *Eva Rey*
    - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

- QUORUM CHECK

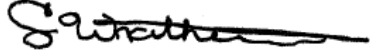
SEAT 1	AMY MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 2	TIFFANI BISSETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 3	TODD POKRYWA	<input type="checkbox"/> IN PERSON	<input 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

10. Board Members' Comments/Requests
11. Adjournment

*Governing Board  
Viera Stewardship District  
November 8, 2023, Special Meeting Agenda  
Page 3*

Should you 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 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. The public was able to participate via Zoom or mobile app, at <https://us06web.zoom.us/j/89548653960?pwd=Ni80MkRxcjkZFZGRVYXJPNi9QZ0owdz09>, and telephonically at 305-224-1968, Meeting ID: 895 4865 3960, Passcode: 997239 for both.

**Present were:**

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

**Also present were:**

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC (WHA)
Jennifer Kilinski (via Zoom)	District Counsel
Hassan Kamal (via Zoom)	District Engineer
Paul Martell	Treasurer
Bill Lites (via Zoom)	Zev Cohen & Associates, Inc. (ZCA)
Eva Rey (via Zoom)	Community Manager
Jay Decator	The Viera Company

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Roll Call**

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

**THIRD ORDER OF BUSINESS**

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

There were no public comments.

42 **FOURTH ORDER OF BUSINESS**

Approval of July 14, 2023 Special Meeting Minutes

45 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the**  
46 **July 14, 2023 Special Meeting Minutes, as presented, were approved.**

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49 **FIFTH ORDER OF BUSINESS**

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

59 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor,**  
60 **Resolution 2023-08, Ratifying, Confirming, and Approving the Actions of the**  
61 **Chairman, Vice Chairman, Secretary, Assistant Secretaries, and All District Staff**  
62 **Regarding the Sale and Closing of the Viera Stewardship District Special**  
63 **Assessment Revenue Bonds, Series 2023; Providing a Severability Clause; and**  
64 **Providing an Effective Date, was adopted.**

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67 **SIXTH ORDER OF BUSINESS**

Consideration of Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Viera Stewardship District

73 Ms. Kilinski stated this process is statutorily required, subsequent to a bond issuance.  
74 She requested approval in substantial form.

76 **On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, the**  
77 **Amended and Restated Disclosure of Public Financing and Maintenance of**  
78 **Improvements to Real Property Undertaken by the Viera Stewardship District,**  
79 **in substantial form and authorizing Staff to record the Disclosure, upon**  
80 **completion, was approved.**

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83 **SEVENTH ORDER OF BUSINESS**

Public Hearing on Adoption of Fiscal Year 2023/2024 Budget

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86 **A. Proof/Affidavit of publication**

87 **B. Engineer's Report**

88 This item was presented during Item 7C.

89 **C. Consideration of Resolution 2023-09, Relating to the Annual Appropriations and**  
90 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending in**  
91 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**  
92 **Date**93 Mr. Wrathell reviewed the changes to the proposed Fiscal Year 2024 budget since the  
94 last meeting, which includes Mr. Martell's input on platted lots and undeveloped acres and Mr.  
95 Decator increasing the Ecor Industries stormwater maintenance contract to be presented in  
96 Item 9E. It reflects the Chair's wish to keep assessments flat, year-over-year. All additional  
97 platted lots and undeveloped acres will share in the Operations and Maintenance (O&M) and  
98 future debt assessment increases once the Series 2023 bond capitalized interest period ends.99 **▪ Engineer's Report**100 **This item, previously Item 7B, was presented out of order.**101 Mr. Kamal reviewed the pending changes to the draft Engineer's Report for the  
102 Operations and Maintenance Assessment for Fiscal Year 2023/2024, dated August 2023, which  
103 is subject to approval of Item 9E.104 Mr. Pokrywa referred to Table 1 and noted that the amount for the "Wetland/Habitat  
105 Maintenance in VWP, Stage 2" improvement should reflect the \$160,000 depicted on Page 3.  
106 Mr. Kamal will make that correction.

107

108 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the**  
109 **Engineer's Report for the Operations and Maintenance Assessment for Fiscal**  
110 **Year 2023/2024, dated August 2023, in substantial form as outlined by Mr.**  
111 **Kamal, was approved.**

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113 **On MOTION by Mr. Pokrywa and seconded by Ms. Mitchell, with all in favor,**  
114 **the Public Hearing was opened.**

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117 No members of the public or affected property owners spoke.

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119 **On MOTION by Mr. Pokrywa and seconded by Ms. Mitchell, with all in favor,**  
120 **the Public Hearing was closed.**

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On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, Resolution 2023-09, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending in September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

**EIGHTH ORDER OF BUSINESS**

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

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

**NINTH ORDER OF BUSINESS**

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

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, Items 9A through 9E, were ratified.

**TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of June 30, 2023

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.



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**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Kilinski | Van Wyk**

Ms. Kilinski thanked Mr. Pokrywa for the tour of the model homes and Stewardship District last week and the Viera Company for hosting.

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

Mr. Kamal reported the following:

- Two-mile Canal Repair Project: A call is scheduled with the contractor to go over questions about the District’s standard contract that Ms. Kilinski provided.
- Trasona Lake: Time and material quotes are being obtained for a diver to inspect the work and remove any plugs within the next few days.

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

Mr. Lites stated that updates to the PCT Management Plans are almost complete and will be submitted to Brevard County for review and approval. Once approved, the District will proceed to manage the PCT for Villages 1 and 2 in the next fiscal year.

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

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

There were no Community Association Manager or District Manager reports.

- **NEXT MEETING DATE: TBD**
  - **QUORUM CHECK**

**TWELFTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

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

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

This item will be added to future agendas.

There were no public comments.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the meeting adjourned at 9:59 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**VIERA  
STEWARDSHIP DISTRICT**

**6A**



FPL Account Number: 7336734426

FPL Work Request Number: 11885841

### LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 10<sup>th</sup> 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) Aripeka Phase 3 & 4 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
Holophane Bern	58	7609	4K	11	

(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
23' Black Washington Pole	11	

- (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):  
6' Decorative Arm- West liberty

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 \$5.91. 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. Pokryawa  
(Print or type name)

Title: Chair

**FLORIDA POWER & LIGHT COMPANY**

By:   
(Signature)

Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative



# Missing Street Lights From PH 3 Design (x4)

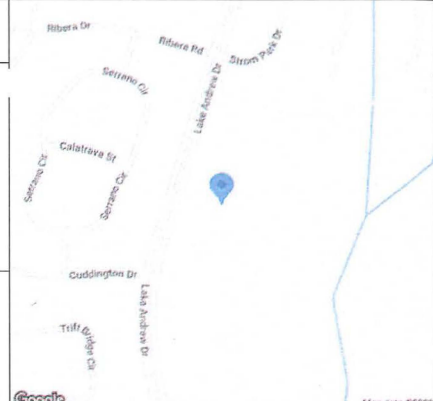
Sheet: WR#11885841

[ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [X] 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:

- REQUIRED DRAWINGS:**  
 4S1233600  
 11885841\_18x24\_UG.XML
- TRENCH:**  
 -CENTERLINE OF TRENCH IS 5 FT OUTSIDE R/W
- EASEMENT:**  
 -10 FEET FRONT.  
 -MAINTAIN A MINIMUM OF 12" SEPERATION FROM ALL OTHER UTILITIES
- INSTALL #12C WIRE ALONGSIDE EMPTY CONDUIT RUNS**  
 -EXTEND PVC 10FT FROM TX FOR FUTURE SERVICES  
 -CUSTOMER INSTALLED CONDUIT: ALL CABLE:  
 -1PN1C IS 1CC #1/0A 25KV-XLPE IN 1-2" PVC WITH 36" MIN COVER  
 -SECONDARY IS #4/0 TPX HM-HD IN 1-2" PVC WITH 24" MIN COVER (UNLESS NOTED)  
 -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  
 -INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S. G-11.0.0  
 -ALL HANDHOLES ARE 24" (UNLESS NOTED)  
 -ALL TRANSFORMERS ARE LOW STYLE (UNLESS NOTED)  
 -EXTEND SERVICE PVC 10 ft INTO CUSTOMER PROPERTY

**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:	
HOME SQ. FT.	
Job Owner:	MIA: Township: 26 Range: 36 Section 21
Designer:	UI Tran
Date:	12/13/2022
Original Size:	18 x 24
Dwg No. 11885841_18x24 UG.xml	Map: C00739
WR: 11885841	Page 1 of 4



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

PLOT DATE/TIME: 12/13/2022 14:31:52  
 PRINTED BY: urdovk  
 Size: 18 x 24

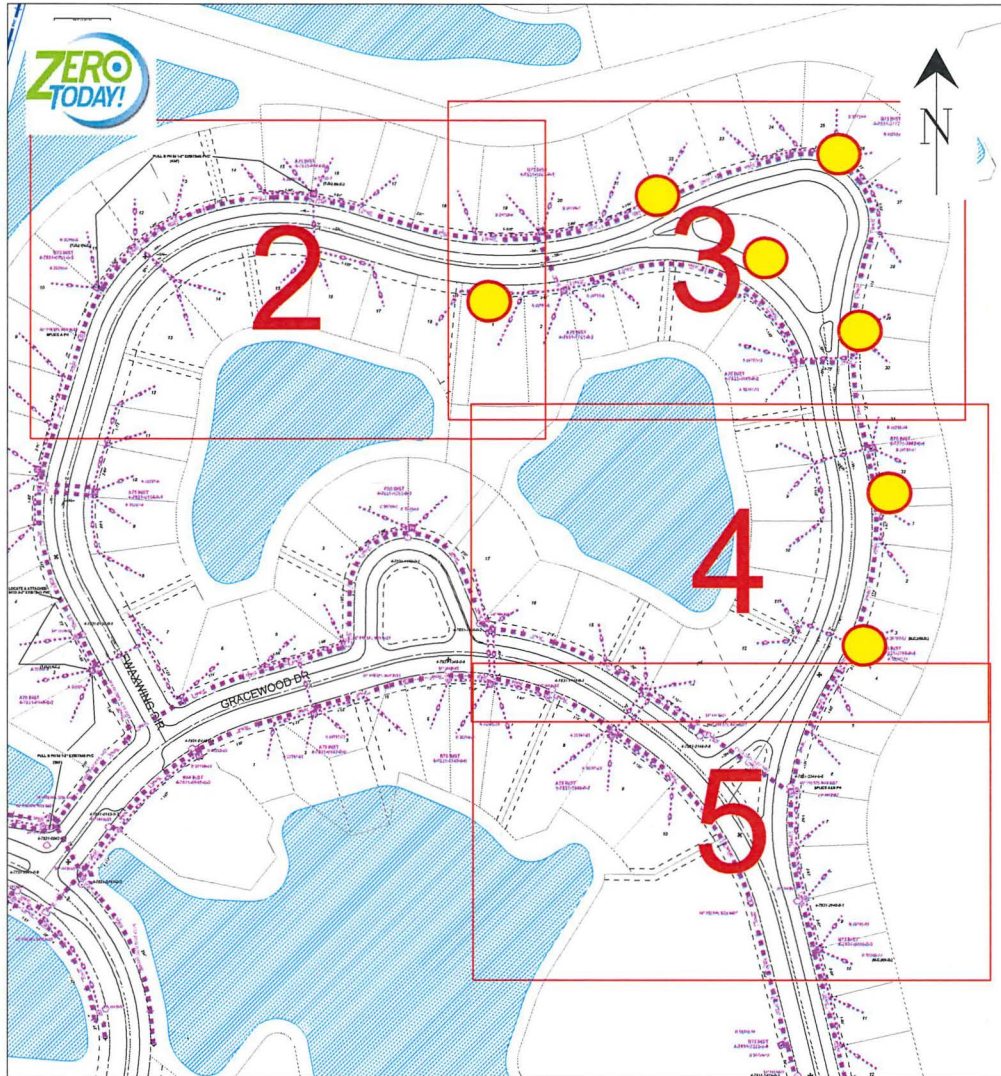
IPC	DATE	REVISION
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3		
2		
1	12/13/2022	INSTALL UG FACILITIES TO SERVE TO ARIPEKA PHASE 3 (18 LOTS)



# Cover Sheet: WR#11885842

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

## Missing Street Lights From PH 4 Design (x7)



**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.

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

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.

### Construction Notes:

REQUIRED DRAWINGS:  
4S1233600  
11885842\_18x24\_UG.XML

- TRENCH:**  
-CENTERLINE OF TRENCH IS 5 FT OUTSIDE RW  
**EASEMENT:**  
-10 FEET FRONT.  
-MAINTAIN A MINIMUM OF 12" SEPERATON FROM ALL OTHER UTILITIES  
-INSTALL #12C WIRE ALONGSIDE EMPTY CONDUIT RUNS  
-EXTEND PVC 10FT FROM TX FOR FUTURE SERVICES  
-CUSTOMER INSTALLED CONDUIT: ALL CABLE:  
-1PN1C IS 1CC #1/0A 25KV-XLPE IN 1-2" PVC WITH 36" MIN COVER  
-SECONDARY IS #4/0 TPX HM-HD IN 1-2" PVC WITH 24" MIN COVER (UNLESS NOTED)  
-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  
-INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S. G-11.0.0  
-ALL HANDHOLES ARE 24" (UNLESS NOTED)  
-ALL TRANSFORMERS ARE LOW STYLE (UNLESS NOTED)  
-EXTEND SERVICE PVC 10 ft INTO CUSTOMER PROPERTY

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

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

**American Disabilities Act**  
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.

PRINTED BY: wvdvck  
PLOT DATE/TIME: 12/14/2022 13:34:47  
Size: 18 x 24

IPC	DATE	REVISION
4		
3		
2		
1	12/14/2022	INSTALL UG FACILITIES TO SERVE TO ARIPEKA PHASE 4 (40 LOTS)

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

LARGEST A/C TONS:	5
HOME SQ. FT.	4,000
Job Owner:	E ANDERSON
Designer:	Ut Tran
Date:	12/14/2022
Original Size: 18 x 24	ARIPEKA DR, BREVARD
Dwg No. 11885842_18x24 UG.xml	Map: CO0739
WR: 11885842	Page 1 of 5

**VIERA  
STEWARDSHIP DISTRICT**

**6B**

**AGREEMENT BETWEEN THE VIERA STEWARDSHIP DISTRICT  
AND HELENA AGRI-ENTERPRISES, LLC FOR COGON GRASS SPRAYING**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of September 2023 (“Effective Date”), by and between:

**Viera Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

**Helena Agri-Enterprises, LLC**, a Delaware limited liability company authorized to do business in Florida, with a local address of 2405 North 71<sup>st</sup> Street, Tampa, FL 33619 (“Contractor”, together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, constructing, operating and/or maintaining certain improvements and environmental areas; and

**WHEREAS**, the District has a need to retain an independent contractor to provide environmental maintenance services, specifically the application of certain chemicals to control cogon grass as set forth at **Exhibit A**; and

**WHEREAS**, Contractor represents that it is qualified to provide the services set forth at **Exhibit A** (“Services”), which shall be performed in accordance with all applicable permits, laws, rules, and regulations; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES; MANNER OF CONTRACTOR’S PERFORMANCE.**

**A.** Contractor agrees, as an independent contractor, to undertake work and/or perform the Services specified in this Agreement or any addendum or amendment executed by the Parties. The duties, obligations, and responsibilities of the Contractor are described in this Agreement and set forth at **Exhibit A**.

- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable permits, laws, rules, and regulations.
- C. Contractor shall perform all Services in a neat and workmanlike manner and in accordance with industry standards and best practices. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- D. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours, or within such longer time as directed by the District.
- E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.
- F. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District authorizes Contractor, in writing, to perform such work or services.

### SECTION 3. COMPENSATION AND PAYMENT.

- A. Compensation for the Services shall be a total not to exceed **Five Thousand Dollars (\$5,000.00)**, in accordance with the unit prices set forth at **Exhibit A**, to be invoiced upon completion and acceptance by the District. All payments shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
- B. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- C. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

#### SECTION 4. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (3) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (4) Contractors Pollution Liability Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
  - (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
    - (i) The Automobile Liability policy shall be endorsed to include

Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that the District will be notified of any change or termination within the policy periods of the insurance coverage, in accordance with policy provisions. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary and non-contributory as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- D. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 5. INDEMNIFICATION; LIMITATION ON GOVERNMENTAL LIABILITY.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section



768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

D. The provisions of this section shall survive termination of this Agreement.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable permits and local, State, and Federal laws, rules, regulations, or ordinances, and in accordance with any applicable permits. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 8. DEFAULT; CONTROLLING LAW AND VENUE; PROTECTION AGAINST THIRD -PARTY INTERFERENCE.**

- A. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.
- B. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- C. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective

representatives, successors, and assigns.

- D. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- E. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

**SECTION 9. SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 10. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 11. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 12. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties at the addresses first set forth above.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District



and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

**SECTION 13. COMPLIANCE WITH PUBLIC RECORDS LAWS.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by reference.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [1 \(877\) 276-0889](tel:18772760889), [INFO@VIERASTEWARDSHIPDISTRICT.ORG](mailto:INFO@VIERASTEWARDSHIPDISTRICT.ORG), 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431**

**SECTION 14. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 15. MISCELLANEOUS.**

- A. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- B. Arm's Length Transaction.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- C. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to

a single copy of this document to physically form one document.

- D. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.
- E. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- F. Custom and Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**VIERA STEWARDSHIP DISTRICT**

Todd J. Pokrywa



Chairperson, Board of Supervisors

**HELENA AGRI-ENTERPRISES, LLC**

Ryan Grow

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

Print: Ryan Grow

Its: Sales Rep

**Exhibit A: Proposal**

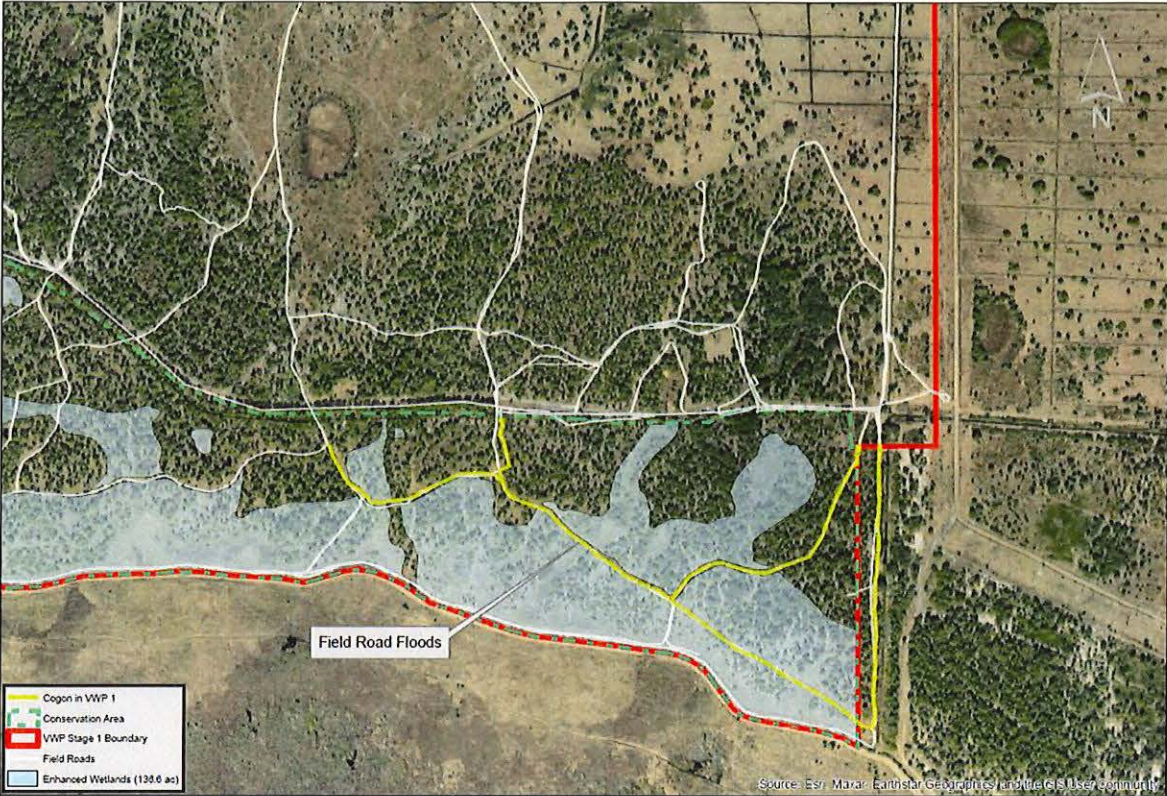
**Exhibit A**



2405 North 71st Street  
Tampa, FL 33619

<b>Account Name</b>	Viera Stewardship District			<b>Date</b>	9/21/2023
<b>Account Number</b>				<b>PO Number</b>	
<b>Billing Address</b>				<b>Contact Person</b>	
				<b>Phone #</b>	
<b>Shipping Address</b>				<b>Delivery Date</b>	<b>Quote</b>
				<b>Salesman</b>	33330
<b>Quantity</b>	<b>UOM</b>	<b>Product Description</b>	<b>Size</b>	<b>Unit Price</b>	<b>Total Cost</b>
15		Cogon Application		\$325.00	\$5,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Special Instructions:</b>					
				<b>Subtotal</b>	\$5,000.00
				<b>Tax</b>	\$0.00
				<b>Total</b>	\$5,000.00





Date: 09-30-15  
 Path: 15039  
 650 325 0 650 Feet

Maintenance Issues  
 Viera Wilderness Park - Stage 1  
 Brevard County, Florida

Figure 3 **ZEVCOHEN**  
 300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482

**AGREEMENT BETWEEN THE VIERA STEWARDSHIP DISTRICT  
AND HELENA AGRI-ENTERPRISES, LLC FOR COGON GRASS SPRAYING**

THIS AGREEMENT (“Agreement”) is made and entered into this 21<sup>st</sup> day of September 2023 (“Effective Date”), by and between:

**Viera Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

**Helena Agri-Enterprises, LLC**, a Delaware limited liability company authorized to do business in Florida, with a local address of 2405 North 71<sup>st</sup> Street, Tampa, FL 33619 (“Contractor”, together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, constructing, operating and/or maintaining certain improvements and environmental areas; and

**WHEREAS**, the District has a need to retain an independent contractor to provide environmental maintenance services, specifically the application of certain chemicals to control cogon grass as set forth at **Exhibit A**; and

**WHEREAS**, Contractor represents that it is qualified to provide the services set forth at **Exhibit A** (“Services”), which shall be performed in accordance with all applicable permits, laws, rules, and regulations; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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**A.** Contractor agrees, as an independent contractor, to undertake work and/or perform the Services specified in this Agreement or any addendum or amendment executed by the Parties. The duties, obligations, and responsibilities of the Contractor are described in this Agreement and set forth at **Exhibit A**.

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### SECTION 3. COMPENSATION AND PAYMENT.

- A. Compensation for the Services shall be a total not to exceed **Nine Thousand, Seven Hundred Fifty Dollars (\$9,750.00)**, in accordance with the unit prices set forth at **Exhibit A**, to be invoiced upon completion and acceptance by the District. All payments shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
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payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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  - (2) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (3) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (4) Contractors Pollution Liability Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
  - (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
    - (i) The Automobile Liability policy shall be endorsed to include

Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that the District will be notified of any change or termination within the policy periods of the insurance coverage, in accordance with policy provisions. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary and non-contributory as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- D. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 5. INDEMNIFICATION; LIMITATION ON GOVERNMENTAL LIABILITY.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section



768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

D. The provisions of this section shall survive termination of this Agreement.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable permits and local, State, and Federal laws, rules, regulations, or ordinances, and in accordance with any applicable permits. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 8. DEFAULT; CONTROLLING LAW AND VENUE; PROTECTION AGAINST THIRD-PARTY INTERFERENCE.**

- A. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.
- B. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- C. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective

representatives, successors, and assigns.

- D. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- E. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

**SECTION 9. SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 10. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 11. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 12. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties at the addresses first set forth above.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District

and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

**SECTION 13. COMPLIANCE WITH PUBLIC RECORDS LAWS.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by reference.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [1 \(877\) 276-0889](tel:18772760889), [INFO@VIERASTEWARDSHIPDISTRICT.ORG](mailto:INFO@VIERASTEWARDSHIPDISTRICT.ORG), 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431**

**SECTION 14. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 15. MISCELLANEOUS.**

- A. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- B. Arm's Length Transaction.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- C. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to

a single copy of this document to physically form one document.

- D. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.
- E. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- F. Custom and Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**VIERA STEWARDSHIP DISTRICT**

Todd J. Pokrywa



\_\_\_\_\_  
Chairperson, Board of Supervisors

**HELENA AGRI-ENTERPRISES, LLC**

By: Ryan Grow


Print: Ryan Grow

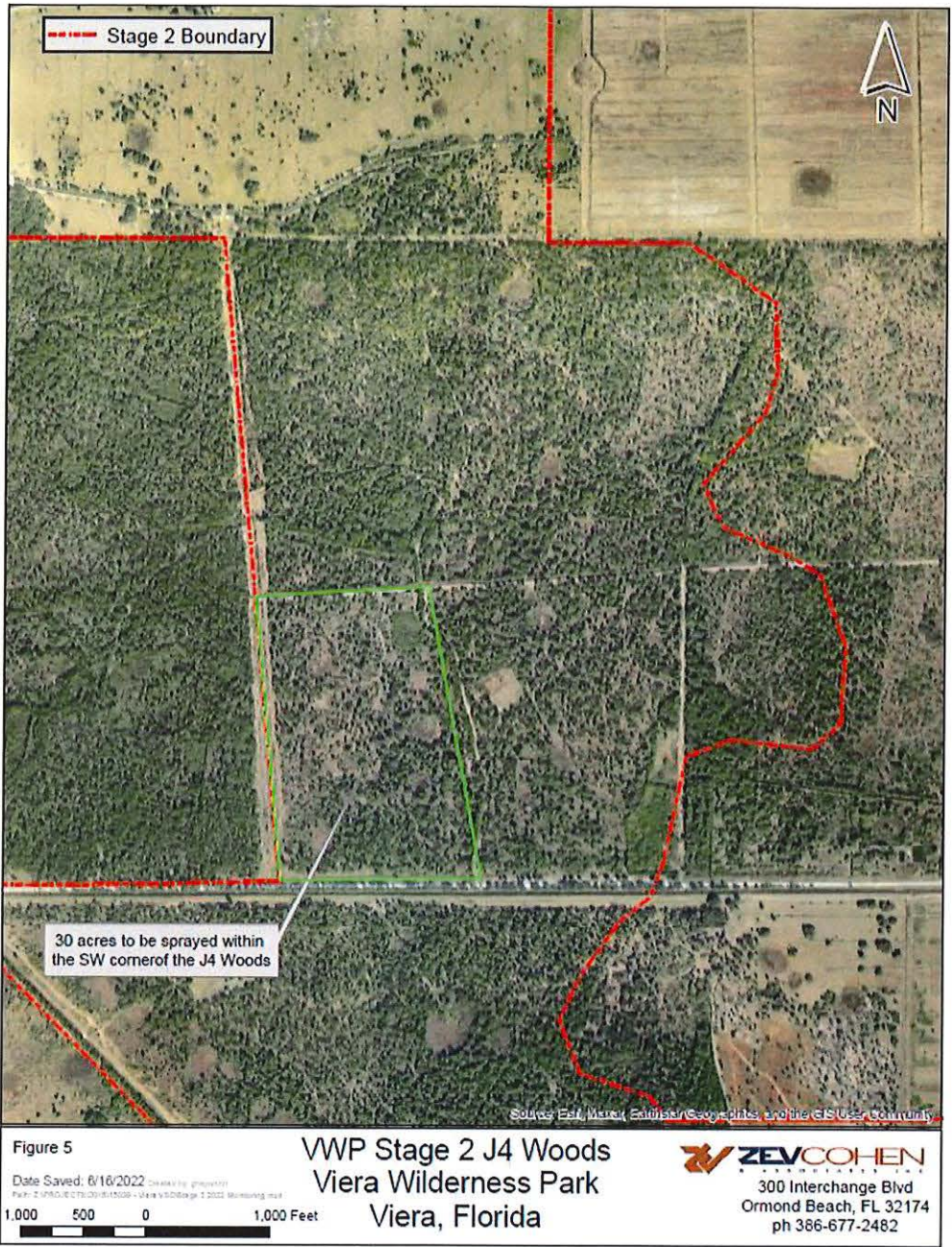
Its: Sales Rep.

**Exhibit A:** Proposal



### Exhibit A

		2405 North 71st Street Tampa, FL 33619			
<i>People...Products...Knowledge...</i>					
<b>Account Name</b>	Viera Stewardship District		<b>Date</b>	7/20/2023	
<b>Account Number</b>			<b>PO Number</b>		
<b>Billing Address</b>			<b>Contact Person</b>		
			<b>Phone #</b>		
<b>Shipping Address</b>			<b>Delivery Date</b>		
			<b>Salesman</b>	33330	
<b>Quantity</b>	<b>UOM</b>	<b>Product Description</b>	<b>Size</b>	<b>Unit Price</b>	<b>Total Cost</b>
30	AC	Cogon Application Including Chemicals		\$325.00	\$9,750.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		<b>Chemicals to be used</b>			\$0.00
		DLZ, Roundup Custom, Zandar, Spray Indicator XL			\$0.00
					\$0.00
					\$0.00
<b>Special Instructions:</b>					
				<b>Subtotal</b>	\$9,750.00
				<b>Tax</b>	\$0.00
				<b>Total</b>	\$9,750.00



Stage 2 Boundary



30 acres to be sprayed within the SW corner of the J4 Woods

Source: Esri, Maxar, Earthstar/GeoEye, and the GIS User Community

Figure 5

Date Saved: 6/16/2022  
 Path: Z:\PROJECTS\2018\1508 - Viera Wilderness Park\2022\Mapings.mxd

1,000 500 0 1,000 Feet

VWP Stage 2 J4 Woods  
 Viera Wilderness Park  
 Viera, Florida

**ZEVCOHEN**  
 CONSULTANTS  
 300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482

**VIERA  
STEWARDSHIP DISTRICT**

**6C**

**AGREEMENT BETWEEN THE VIERA STEWARDSHIP DISTRICT AND BREWER PAVING & DEVELOPMENT, LLC, FOR STORMWATER SYSTEM REPAIR**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 30<sup>th</sup> day of October 2023, by and between:

**Viera Stewardship District**, a local unit of special-purpose government created pursuant to Chapter 2006-360, Laws of Florida, as amended, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 (the “District”); and

**Brewer Paving & Development, LLC**, a Florida limited liability company, with a mailing address of 3190 Grissom Parkway, Cocoa, Florida 32926 (“Contractor”, and together with District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida; and

**WHEREAS**, the District was established for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide stormwater system repair services; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide stormwater system repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

**WHEREAS**, the District and Contractor warrant and agree that they each have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are generally the Services described in **Exhibit A**.



- A.** Contractor shall provide the Services and shall additionally include any effort specifically required by this Agreement and **Exhibit A** that are reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the labor for the repair, construction, installation of the Services and all materials reasonably necessary to complete the same. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B.** Procurement of materials for this Agreement shall commence upon execution of this Agreement and the Services shall be completed in accordance with a separately issued notice to proceed. The technical specifications applicable to the Services shall be as set forth in **Composite Exhibit B** and as otherwise required in the Contractor's professional judgment to effectuate the Services.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to demand correction, withhold payment until correction is made and/or immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure completion of the Services.
- F.** Contractor shall report directly to the District Engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

**SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. The District shall pay Contractor Seventy-Four Thousand, Six Hundred Forty-One Dollars (\$74,641.00) for the Services. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices, or as otherwise may be required pursuant to Florida's Prompt Payment Act.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 5. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its officers, staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 6. INDEMNIFICATION.**

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be

obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except to the extent that **Exhibit A** is applicable for the scope of services and costs related to the labor and materials to be provided under this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:



**A. If to District:** Viera Stewardship District  
c/o Wrathell Hunt & Associates, LLC  
2300 Glades Road #410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel

**B. If to the Contractor:** Brewer Paving & Development, LLC  
3190 Grissom Parkway  
Cocoa, Florida 32926  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District Manager, **Wrathell, Hunt and Associates, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt

or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, [TORRESE@WHHASSOCIATES.COM](mailto:TORRESE@WHHASSOCIATES.COM), OR AT 2300 GLADES ROAD #410, BOCA RATON, FLORIDA 33431.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Intentionally Blank, Signature Page Follows]

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

**VIERA STEWARDSHIP DISTRICT**

DocuSigned by:  
*Todd J. Pokrywa*  
CS4B1B75A7A44CA

Chairperson, Board of Supervisors

**BREWER PAVING & DEVELOPMENT, LLC**

By: *Butt Shane Brewer*  
Print: *Butt Shane Brewer*  
Its: *Manager*

**Exhibit A:** Services  
**Exhibit B :** Technical Specifications

Exhibit A: Scope of Services



3190 Grissom Parkway, Cocoa, FL 32926 Phone: 321.636.4645 Fax: 321.636.4648  
FDOT DBE Certified Contractor - CUC# 1224133

6/26/2023

VIERA GRANITE RIP RAP WEIR REPAIR-EXISTING 4 MILE/2 MILE DIVERSION CANAL

	<u>Description</u>	<u>Qty</u>	<u>U/M</u>	<u>Price</u>	<u>Total</u>
1.	MOBILIZATION	1	LS	\$ 7,935.00	\$ 7,935.00
2.	TURBIDITY BARRIER	200	LF	\$ 35.00	\$ 7,000.00
3.	PROVIDE, HAUL & PLACE GRANITE RIP RAP RUBBLE OVER ACF M400 WOVEN D-1 TYPE GEOTEXTILE FABRIC (ESTIMATED 9 LOADS OF DITCH LINING 6 LOADS OF BEDDING STONE)	15	LOADS	\$ 3,980.40	\$ 59,706.00
<b>TOTAL BID AMOUNT</b>					<b>\$ 74,641.00</b>

**NOTE: SEE ATTACHED SUBMITTAL SHEET FOR ACF M400 WOVEN GEOTEXTILE FABRIC**

Respectfully Submitted,  
BREWER PAVING & DEVELOPMENT, LLC.

**Composite Exhibit B (Technical Specifications)**

GEOSYNTHETICS

# M400

## TECHNICAL DATA SHEET

### WOVEN MONOFILAMENT GEOTEXTILE

M400 is manufactured using high tenacity monofilament polypropylene yarns woven to form a dimensionally stable network. It has been stabilized to resist degradation due to ultraviolet exposure and is resistant to commonly encountered mildew, insects and soil chemicals, and is non-biodegradable. The high flow rate of M400 makes it ideal for a wide range of filtration applications.

#### SPECIFICATIONS:

The M400 polypropylene woven fabric will utilize the following characteristics:

PROPERTY	TEST METHOD	MIN. AVG. ROLL VALUE
Grab Tensile Strength	ASTM D4632	400 x 315 lbs
Grab Tensile Elongation	ASTM D4632	15%
CBR Puncture	ASTM D6241	1150 lbs
Trapezoid Tear Strength	ASTM D4533	150 x 165 lbs
Wide Width Tensile Ultimate	ASTM D4595	3000 x 2760 lbs/ft
UV Resistance @ 500 hrs	ASTMD4355	90%
Apparent Opening Size (AOS)	ASTM D4751	40 US Sieve
Percent Open Area	COE-02215	1%
Permittivity (sec <sup>-1</sup> )	ASTM D4491	0.96 (sec <sup>-1</sup> )
Permeability	ASTM D4491	.07 cm/sec
Flow Rate	ASTM D4491	70 gpm/ft <sup>2</sup>

Values quoted above are the result of multiple tests conducted at an independent testing facility. M400 meets or exceeds values listed.

#### PACKAGING:

Roll Dimensions	15 ft.	300 ft.
Roll Area	500 yd <sup>2</sup>	

Disclaimer: ACF Environmental assumes no liability for the completeness or accuracy of this information or the ultimate value of the information. This document should not be construed as a marketing device. Always consult the project engineer for project specific requirements. The end user assumes sole responsibility for the use of this information and product.

5/2015

For more information about our products, contact Inside Sales at 800.448.3636 or email at [info@acfenv.com](mailto:info@acfenv.com)







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2328 Bellevue Avenue • Daytona Beach, 32114 • (800) 472-8357 • (386) 257-5504 • www.cydi.com

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February 15, 2023

**Ref: Bank & Shore, FDOT Mine #GA-753, C32**

The material Conrad Yelvington Distributors proposes to supply is a FDOT approved product and has been tested in accordance with applicable FDOT methods and found to have typical results of those listed below.

Rip-Rap Production Specs----- Camak Quarry

670 lbs            W-Max

290 lbs            W-50

60 lbs             W-Min

- at least 97% of material is smaller than W-Max
- at least 50% of material is greater than W-50
- at least 90% of material is greater than W-Min

Bulk Specific Gravity (ASTM C-127)-	2.665
Density (ASTM C-127)-	165 lb/ft <sup>3</sup>
Absorption (ASTM C-127)-	0.3%

Should you have any questions or need any additional information, please do not hesitate to contact this Office.

Regards,

**Conrad Yelvington Distributors, Inc.**

A handwritten signature in black ink, appearing to read "Don Reilly".

Donnie Reilly  
Director- Quality Control



January 11, 2023

**Ref: Granite Bedding Stone**

The material Conrad Yelvington Distributors proposes to supply is a FDOT approved product and has been tested in accordance with applicable FDOT methods and found to have typical results of those listed below.

Standard Sieve Sizes - Inches	Individual Percentage by Weight Passing
12 inches	100
10 inches	70 to 100
6 inches	60 to 80
3 inches	30 to 50
1 inch	0 to 15

Bulk Specific Gravity (ASTM C-127)- 2.665  
Density (ASTM C-127)- 165 lb/ft<sup>3</sup>  
Absorption (ASTM C-127)- 0.3%

Should you have any questions or need any additional information, please do not hesitate to contact this Office.

Regards,

**Conrad Yelvington Distributors, Inc.**

A handwritten signature in black ink, appearing to read "Don Reilly".

Donnie Reilly  
Director- Quality Control

**VIERA  
STEWARDSHIP DISTRICT**

**6D**

**VIERA STEWARDSHIP DISTRICT**

**Acquisition of Pineda Boulevard – Segments  
F, G, and H Work Product**

**October 25, 2023**



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | [VIERA.com](http://VIERA.com)

October 25, 2023

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

RE: Acquisition of Pineda Boulevard Segments F, G, and H Work Product

Dear Mr. Wrathell:

In connection with The Viera Company's conveyance to the Viera Stewardship District certain public infrastructure associated with the roadway known as Pineda Boulevard Segments F, G and H (the "**Improvements**"), the Viera Company additionally wishes to convey certain associated plans, designs, permits, and other work product (the "**Work Product**") as identified at Exhibit A attached hereto. The Improvements to which the Work Product relates were included in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020, and in the *Supplemental Engineer's Report (Village 2 – Series 2023 Project)*, dated May 25, 2023 (collectively, the "**Engineer's Report**").

The total cost of completing the Work Product is **\$214,246.38**, as described in Table 1 attached hereto. The Viera Company affirms that this amount does not exceed (i) what was actually paid to create the Work Product and (ii) the reasonable fair market value of the Work Product. The Viera Company hereby requests payment of up to **\$214,246.38** from any available bond proceeds as consideration for the conveyance of the Improvements and Work Product. Any costs that exceed the amount of available bond proceeds shall be classified as contributions from The Viera Company.

**THE VIERA COMPANY**, a Florida corporation

By: Todd J. Pokrywa

Its: President

ACKNOWLEDGED AND AGREED TO BY:

\_\_\_\_\_  
Vice Chairperson  
Viera Stewardship District

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

Enclosure



**EXHIBIT A**  
**Description of Work Product**

**Work Product:**

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

**Roadway Improvements:** All roadways and related paving, curbs, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3 Road Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENTS G & H" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 5,242 linear feet more or less) (said property being "SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3"). SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 ROAD Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2"). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3.

All stormwater management systems, including, but not limited to, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3. All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3. All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.



Table 1 to Exhibit A– Reimbursable Costs

<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<b><u>B.S.E. Consultants - #11554 - Design</u></b>	
Invoice 14193 - 04/27/2020 - Check 206873	\$5,645.25
Invoice 14339 - 05/18/2020 - Check 206942	\$11,285.00
Invoice 14491 - 06/20/2020 - Check 207031	\$3,525.00
Invoice 14656 - 07/27/2020 - Check 207196	\$530.32
Invoice 15519 - 02/01/2021 - Check 207860	\$4,690.15
Invoice 14804 - 08/25/2020 - Check 207831	\$3,373.49
Invoice 15650 - 02/25/2021 - Check 207962	\$6,038.29
Invoice 15815 - 04/09/2021 - Check 208095	\$11,463.12
Invoice 15972 - 04/26/2021 - Check 208188	\$8,447.64
Invoice 16117 - 05/28/2021 - Check 208327	\$8,639.50
Invoice 16389 - 07/29/2021 - Check 208741	\$8,098.51
Invoice 16256 - 06/29/2021 - Check 208741	\$7,009.06
Invoice 16493 - 08/13/2021 - Check 208741	\$8,383.11
Invoice 16652 - 09/14/2021 - Check 208813	\$12,888.31
Invoice 16957 - 12/29/2021 - Check 209214	\$6,024.38
Invoice 17118 - 01/06/2022 - Check 209252	\$8,146.58
Invoice 17245 - 02/07/2022 - Check 209391	\$5,149.00
Invoice 17397 - 04/01/2022 - Check 209494	\$17,219.39
Invoice 17581 - 05/22/2022 - Check 209656	\$15,001.90
Invoice 17741 - 05/27/2022 - Check 209802	\$28,587.17
Invoice 17767 - 07/29/2022 - Check 210041	\$22,477.10
Invoice 18153- 08/26/2022 - Check 210147	\$6,972.79
Invoice 18332- 09/01/2022 - Check 210171	\$850.43
Invoice 18462- 09/07/2022 - Check 210209	\$3,800.89
<b>TOTAL:</b>	<b>\$214,246.38</b>

**ACQUISITION OF PINEDA BOULEVARD – SEGMENTS F, G, H  
WORK PRODUCT**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

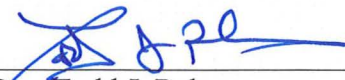
1. I have personal knowledge of the matters set forth in this affidavit.
2. I am employed by the Developer as its President. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Viera Stewardship District, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes* (“**District**”).
4. The *Viera Stewardship District Master Engineer’s Report for Capital Improvements*, dated March 31, 2020, together with the *Supplemental Engineer’s Report Village 2 – Series 2023 Project* dated May 25, 2023, among other applicable reports related to the future bond series (collectively, the “**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*.
5. Developer has expended funds to complete or cause to be completed certain work product associated with the improvements as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Developer has spent, which total **\$214,246.38**.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 25 day of October 2023.

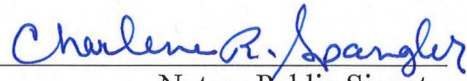
**THE VIERA COMPANY**

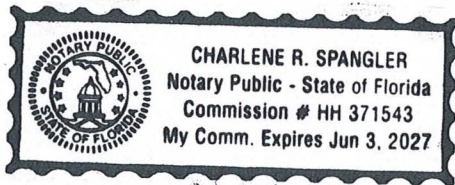
  
By: Todd J. Pokrywa  
Its: President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 25<sup>th</sup> day of October 2023 by Todd J. Pokrywa, as President of The Viera Company, who is personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
Notary Public Signature



Charlene R. Spangler  
(Name typed, printed, or stamped)  
Notary Public, State of Florida  
Commission No. HH 371543  
My Commission Expires: 6/3/2027



**EXHIBIT A**  
**Description of Work Product**

**Work Product:**

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

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Invoice 17581 - 05/22/2022 - Check 209656	\$15,001.90
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Invoice 18332- 09/01/2022 - Check 210171	\$850.43
Invoice 18462- 09/07/2022 - Check 210209	\$3,800.89
<b>TOTAL:</b>	<b>\$214,246.38</b>



**DEVELOPER BILL OF SALE & ASSIGNMENT**  
**[ACQUISITION OF PINEDA BOULEVARD – SEGMENTS F, G, H WORK PRODUCT]**

This *Developer Bill of Sale & Assignment* (this “**Bill of Sale**”) evidencing the conveyance of certain “Improvements” and “Work Product” described herein is made to be effective the 27<sup>th</sup> day of October 2023 by **The Viera Company**, a Florida corporation (“**Grantor**”), a Florida corporation, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to the **Viera Stewardship District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

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

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

1. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described below (together, “**Work Product**”):
2. **Roadway Improvements:** All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Pineda Boulevard more particularly depicted as “PINEDA BOULEVARD” on the Plat of Segments G & H, Pineda Boulevard West Extension Segments F-G-H, Phases 1 & 3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida and as depicted as “Segments G & H” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 5,242 linear feet more or less) (said property being “Segments G & H, Pineda Boulevard West Extension Segments F-G-H, Phases 1 & 3” and said plats being the “**Plats**”). Segments G & H, Pineda Boulevard West Extension Segments F-G-H, Phases 1 & 3 have been improved as a 4-lane road.

All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Pineda Boulevard more particularly depicted as “PINEDA BOULEVARD” on the Plat of Pineda Boulevard West Extension Segments F-G-H, Phases 1 - 3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida and as depicted as “Segment F” on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being “Segments F Pineda Boulevard West Extension Segments F-G-H, Phase 2” and said plats being the “**Plats**”). Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2, has been improved as a 4-lane road.



3. **Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within Segments G & H, Pineda Boulevard West Extension Segments F-G-H, Phases 1 & 3.

All stormwater management systems, including, but not limited to, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2.

4. **Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within Segments G & H, Pineda Boulevard West Extension Segments F-G-H, Phases 1 & 3.

All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2.

5. **Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within Segments G & H, Pineda Boulevard West Extension Segments F-G-H, Phases 1 & 3.

All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2.

(The improvements referenced in items 1-5 above collectively being the “**Improvements.**”)

6. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights).

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

This instrument is subject to the following provisions:

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

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product; (ii) Grantor has good right to sell the Work Product; and (iii) the Grantor will warrant and defend the sale of the Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whatsoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Work Product, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an “as is” basis, with no warranties whatsoever except as expressly stated herein.

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

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

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

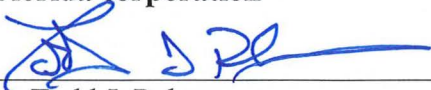
g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. As consideration for the sale of the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Viera Stewardship District and The Viera Company Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated June 17, 2020, among other applicable agreements related to the District’s Special Assessment Revenue Bonds, Series 2023 (Village 2 – Series 2023 Project) (the “**Bonds**”), Grantee shall make payment from available bond proceeds, if any, in an amount not to exceed the total cost of completing the Work Product, as set forth in **Exhibit A**.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 27th day of October 2023.

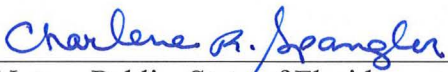
**THE VIERA COMPANY,  
a Florida corporation**

  
By: Todd J. Pokrywa  
Its: President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 27th day of October 2023 by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation, (check one)  who is personally known to me or  who has produced a \_\_\_\_\_ as identification.

(Affix Notary Seal)

  
Notary Public, State of Florida  
My Commission Expires:





**EXHIBIT A**  
**Description of Work Product**

**Work Product:**

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

**Roadway Improvements:** All roadways and related paving, curbs, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3 Road Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENTS G & H" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 5,242 linear feet more or less) (said property being "SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3"). SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 ROAD Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2"). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3.

All stormwater management systems, including, but not limited to, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3. All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3. All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.



**DISTRICT ENGINEER'S CERTIFICATE  
ACQUISITION OF PINEDA BOULEVARD – SEGMENTS F, G, H  
WORK PRODUCT**

October 25<sup>th</sup>, 2023

Board of Supervisors  
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida):  
Acquisition of Pineda Boulevard, Segments F, G, H - Work Product

Ladies and Gentlemen:

The undersigned, a representative of B.S.E. Consultants, Inc. ("**District Engineer**"), as District Engineer for the Viera Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from The Viera Company ("**Developer**") of certain public infrastructure improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Pineda Boulevard – Segments F, G, H Work Product]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-built plans, and other documents.
2. The Work Product is within the scope of the District's Capital Improvement Plan as set forth in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020 and the Series 2021 Project as set forth in the *Supplemental Engineer's Report Village 2 (Series 2023 Project)*, dated May 25, 2023, among other applicable reports related to the future bond series (collectively, the "**Engineer's Report**"), and provide special benefits to the property within the District, specifically within the 2023 Assessment Area, as defined in the Engineer's Report.
3. District Engineer hereby acknowledges that the District is acquiring or has acquired the Work Product developed by the District Engineer in conjunction therewith and accordingly, the District has the unrestricted right to rely upon the Work Product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said Work Product.
4. The total cost associated with the Work Product is **\$214,246.38**, as set forth in **Exhibit A** attached hereto. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product.

FURTHER AFFIANT SAYETH NOT.

Hassan Kamal, P.E.  
B.S.E. Consultants, Inc.  
Florida Registration No. 41951  
District Engineer

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 25<sup>th</sup> day of October 2023 by Hassan Kamal, P.E. of B.S.E. Consultants, Inc. who  is personally known to me or  who has produced \_\_\_\_\_ as identification, and  did or  did not take the oath.



Notary Public, State of Florida  
Print Name: ALICIA L. MATEO  
Commission No.: HH 205251  
My Commission Expires: 2/14/2026



**EXHIBIT A**  
**Description of Work Product**

**Work Product:**

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

**Roadway Improvements:** All roadways and related paving, curbs, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3 Road Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENTS G & H" on the Village 2 Arterial Roadway Lengths Exhibit included as Schedule A attached hereto (containing 5,242 linear feet more or less) (said property being "SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3"). SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3 has been improved as a 4-lane road. Copies of the Plats are included as Exhibit B.

All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 ROAD Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as Schedule A attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2"). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as Exhibit B.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3.

All stormwater management systems, including, but not limited to, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3. All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS G & H PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 & 3. All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

Table 1 to Exhibit A- Reimbursable Costs

<u>WORK PRODUCT</u>	
<u>Invoice Number</u>	<u>Invoice Amount</u>
<u>B.S.E. Consultants - #11554 - Design</u>	
Invoice 14193 - 04/27/2020 - Check 206873	\$5,645.25
Invoice 14339 - 05/18/2020 - Check 206942	\$11,285.00
Invoice 14491 - 06/20/2020 - Check 207031	\$3,525.00
Invoice 14656 - 07/27/2020 - Check 207196	\$530.32
Invoice 15519 - 02/01/2021 - Check 207860	\$4,690.15
Invoice 14804 - 08/25/2020 - Check 207831	\$3,373.49
Invoice 15650 - 02/25/2021 - Check 207962	\$6,038.29
Invoice 15815 - 04/09/2021 - Check 208095	\$11,463.12
Invoice 15972 - 04/26/2021 - Check 208188	\$8,447.64
Invoice 16117 - 05/28/2021 - Check 208327	\$8,639.50
Invoice 16389 - 07/29/2021 - Check 208741	\$8,098.51
Invoice 16256 - 06/29/2021 - Check 208741	\$7,009.06
Invoice 16493 - 08/13/2021 - Check 208741	\$8,383.11
Invoice 16652 - 09/14/2021 - Check 208813	\$12,888.31
Invoice 16957 - 12/29/2021 - Check 209214	\$6,024.38
Invoice 17118 - 01/06/2022 - Check 209252	\$8,146.58
Invoice 17245 - 02/07/2022 - Check 209391	\$5,149.00
Invoice 17397 - 04/01/2022 - Check 209494	\$17,219.39
Invoice 17581 - 05/22/2022 - Check 209656	\$15,001.90
Invoice 17741 - 05/27/2022 - Check 209802	\$28,587.17
Invoice 17767 - 07/29/2022 - Check 210041	\$22,477.10
Invoice 18153- 08/26/2022 - Check 210147	\$6,972.79
Invoice 18332- 09/01/2022 - Check 210171	\$850.43
Invoice 18462- 09/07/2022 - Check 210209	\$3,800.89
<b>TOTAL:</b>	<b>\$214,246.38</b>

**VIERA  
STEWARDSHIP DISTRICT**

**6E**



**VIERA STEWARDSHIP DISTRICT**

**Acquisition of Segment F Pineda Boulevard  
West Extension Segments**

**F - G – H Phase 2**

**Public Infrastructure**

**Improvements and Work Product**

**October 20th, 2023**



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | [VIERA.com](http://VIERA.com)

20th October 2023

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


RE: Acquisition of Segment F of Pineda Boulevard West Extension Seg F-G-H Phase 2 Public Infrastructure Improvements and Work Product

Dear Mr. Wrathell:

The Viera Company has substantially completed, and wishes to convey to the District, certain improvements associated with the extension of a portion of public right-of-way Pineda Boulevard known as SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 as a 4-lane road, as more particularly depicted as Pineda Boulevard on the Plat of PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida and as depicted as "Segment F" on the Village 2 Arterial Roadway Lengths Exhibit included as Schedule A attached hereto (containing 1744 linear feet more or less) (said right of way being "**Pineda Boulevard West Extension**"). Those improvements relating to Segment F Pineda Boulevard West Extension Segments F-G-H Phase 2 (the "**Improvements**") as well as associated plans, designs, permits, and other work product (the "**Work Product**") are more particularly set forth in the Engineer's Report (defined herein) (the "**Improvements**"), all as identified on Exhibit A attached hereto. The Viera Company wishes to convey the Improvements and the Work Product, which were included in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020, and Supplemental Engineer's Report (Village 2 - Series 2023 Project), dated May 25, 2023, (collectively the "**Engineer's Report**"). The Viera Company desires to convey the Improvements and the Work Product to the District with the expectation that, in the event the District issues bonds in the future, The Viera Company may be reimbursed for all, or part of, the costs incurred by The Viera Company in connection with completion of construction of the Improvements, and/or, having the Work Product prepared and completed.

The total cost of constructing the Improvements and completing the Work Product is **\$3,953,579.37**, as described in Table 1 attached hereto. The Viera Company affirms that this amount does not exceed (i) what was actually paid to create and/or construct the Improvements and the Work Product and (ii) the reasonable fair market value of the Improvements and the Work Product. The Viera Company hereby requests payment of up to **\$3,953,579.37** from any available bond proceeds as consideration for the conveyance of the Improvements and Work Product. Any costs that exceed the amount of available bond proceeds shall be classified as contributions from The Viera Company.

**THE VIERA COMPANY**, a Florida corporation

  
By: Todd Pokrywa  
Its President.



7380 Murrell Road, Suite 201 | Viera, Florida 32940

P: 321.242.1200 | F: 321.253.1800 | [VIERA.com](http://VIERA.com)

ACKNOWLEDGED AND AGREED TO BY:

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Vice Chairperson  
Viera Stewardship District

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



**EXHIBIT A**  
**Description of Improvements, Work Product and Cost Chart**

**Improvements:**

**Roadway Improvements:** All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 ROAD Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 "). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Work Product:**

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

**Table 1 to Exhibit A– Reimbursable Costs**

Seg F Pineda Blvd West Ext Seg F-G-H Phase 2		<u>Estimated Total</u>	
		<u>Cost</u>	<u>VSD Claim</u>
<b>IMPROVEMENTS</b>			
<b>Invoice Number</b>		<b>Invoice Amount \$</b>	
<b>Brewer Paving &amp; Development, LLC - 11554.04</b>		\$ 3,540,017.50	
Change Order No. 1		\$ 270,000.00	
Change Order No. 2		\$ 13,600.00	
Change Order No. 3		\$ 17,559.80	
Change Order No. 4		\$ -	
Change Order No. 5		\$ 34,352.50	
Change Order No. 6		\$ 2,398.99	
Pay App #1 (period to 06/25/22)		\$22,500.00	
Pay App #2 (period to 07/25/22)		\$149,400.00	
Pay App #3 (period to 08/25/22)		\$27,170.64	
Pay App #4 (period to 09/25/22)		\$16,020.00	
Pay App #5 (period to 10/25/22)		\$311,175.00	
Pay App #6 (period to 11/25/22)		\$344,893.50	
Pay App #7 (period to 12/25/22)		\$95,940.00	
Pay App #8 (period to 01/25/23)		\$111,510.00	
Pay App #9 (period to 02/25/23)		\$187,980.30	
Pay App #10 (period to 03/25/23)		\$179,100.00	
Pay App #11 (period to 04/25/23)		\$770,400.00	
Pay App #12 (period to 05/25/23)		\$384,952.32	
Pay App #13 (period to 06/25/23)		\$275,641.56	
Pay App #14 (period to 07/25/23)		\$511,542.00	
Pay App #15 (period to 08/25/23)		\$44,574.75	
Pay App #16 (period to 09/25/23)		\$57,335.84	
Pay App #17 (period to 09/25/23) Final		\$387,792.88	
<b>Sub-total</b>			<b>\$3,877,928.79</b>
<b>Brewer Rental Invoices</b>			
Invoice - 05/16/23 Dirt Haul		\$6,326.00	
Invoice - 20191365 - 01/10//23 Hand Dig 16'		1,565.63	
<b>Sub-total</b>		\$7,891.63	<b>\$7,891.63</b>

<b>B.S.E. Consultants – File #11554.04</b>		
Proposal - 04/19/2022		\$ 72,000.00
Invoice 17998 - 07/29/2022 - Check 210041	\$2,224.68	
Invoice 18155 - 08/03/2022 - Check 210082	\$720.00	
Invoice 18343 - 09/02/2022 - Check 210171	\$433.12	
Invoice 18646 - 10/21/2022 - Check 210404	\$1,798.30	
Invoice 18836 - 12/15/2022 - Check 210623	\$998.01	
Invoice 18910 - 12/22/2022- Check 210657	\$775.92	
Invoice 12468 - 03/16/2023 - Check 210997	\$3,100.69	
Invoice 12689 - 04/27/2023 - Check 211216	\$1,228.51	
Invoice 13084 - 05/20/2023 - Check 211258	\$4,644.89	
Invoice 13508 - 06/12/2023 - Check 211357	\$2,529.23	
Invoice 19109 - 06/23/2023 - Check 211320	\$1,089.09	
Invoice 14126 - 08/10/2023 - Check 211663	\$2,785.88	
Invoice 13853 - 08/04/2023 - Check 211469	\$2,093.11	
Invoice 14873 - 09/13/2023 - Check 211772	\$4,342.49	
Invoice 14688 - 10/03/2023 - Check 211752	\$4,255.22	
Invoice 15182 - 10/04/2023 - Check 211837	\$4,150.16	
Invoice 15303 - 10/09/2023 - Check 211837	\$7,500.00	
<b>Sub-total – VSD Work</b>		<b>\$44,669.30</b>
<b>KCI - Funds DirectTransfer - No Checks</b>		
Invoice 14256 - 07/01/2022	\$100.00	
Invoice 14640 - 08/01/2022	\$100.00	
Invoice 15138 - 09/01/2022	\$400.00	
Invoice 15588 - 10/03/2022	\$400.00	
Invoice 15997 - 11/01/2022	\$400.00	
Invoice 16380 - 12/01/2022	\$400.00	
Invoice 16928 - 01/02/2023	\$400.00	
Invoice 17339 - 02/01/2023	\$400.00	
Invoice 17815 - 03/01/2023	\$400.00	
Invoice 18299 - 04/03/2023	\$400.00	
Invoice 18865 - 05/01/2023	\$400.00	
Invoice 19333- 06/01/2023	\$400.00	
Invoice 20160-08/01/2023	\$400.00	
Invoice 19768- 07/03/2023	\$400.00	
Invoice 20857-09/01/2023	\$400.00	
Invoice 21152 - 10/26/2023	\$225.00	
<b>Sub-total – VSD Work</b>	<b>\$5,625.00</b>	<b>\$5,625.00</b>



<b>Universal</b>			
Proposal 1941543v2		\$ 20,367.60	
Invoice 00631215 - 07/31/2022 Check 210039	\$990.00		
Invoice 00641324 - 09/01/2022 Check 210168	\$330.00		
Invoice 00673208 - 01/04/2023 Check 210716	\$1,567.50		
Invoice 00690207 - 03/01/2023 Check 210954	\$1,564.20		
Invoice 00698565 - 03/31/2023 Check 211039	\$629.20		
Invoice 00708419 - 05/01/2023 Check 211177	\$1,667.60		
Invoice 00718003 - 06/07/2023 Check 211261	\$665.50		
Invoice 00681182- 02/01/2023 Check 211261	\$495.00		
Invoice 00726163- 07/01/2023 Check 211461	\$432.85		
Invoice 00735917- 07/31/2023 Check 211605	\$3,399.00		
Invoice 00745679- 09/01/2023 Check 211751	\$811.80		
<b>Subtotal – VSD Work</b>			<b>\$12,552.65</b>
<b>Hugh Cotton Insurance</b>			
Invoice 1767 - Bond #107911237 Check 211778	\$4,912.00	\$4,912.00	\$4,912.00
<b>TOTALS:</b>		<b>\$3,988,725.02</b>	<b>\$3,953,579.37</b>

**SCHEDULE A**

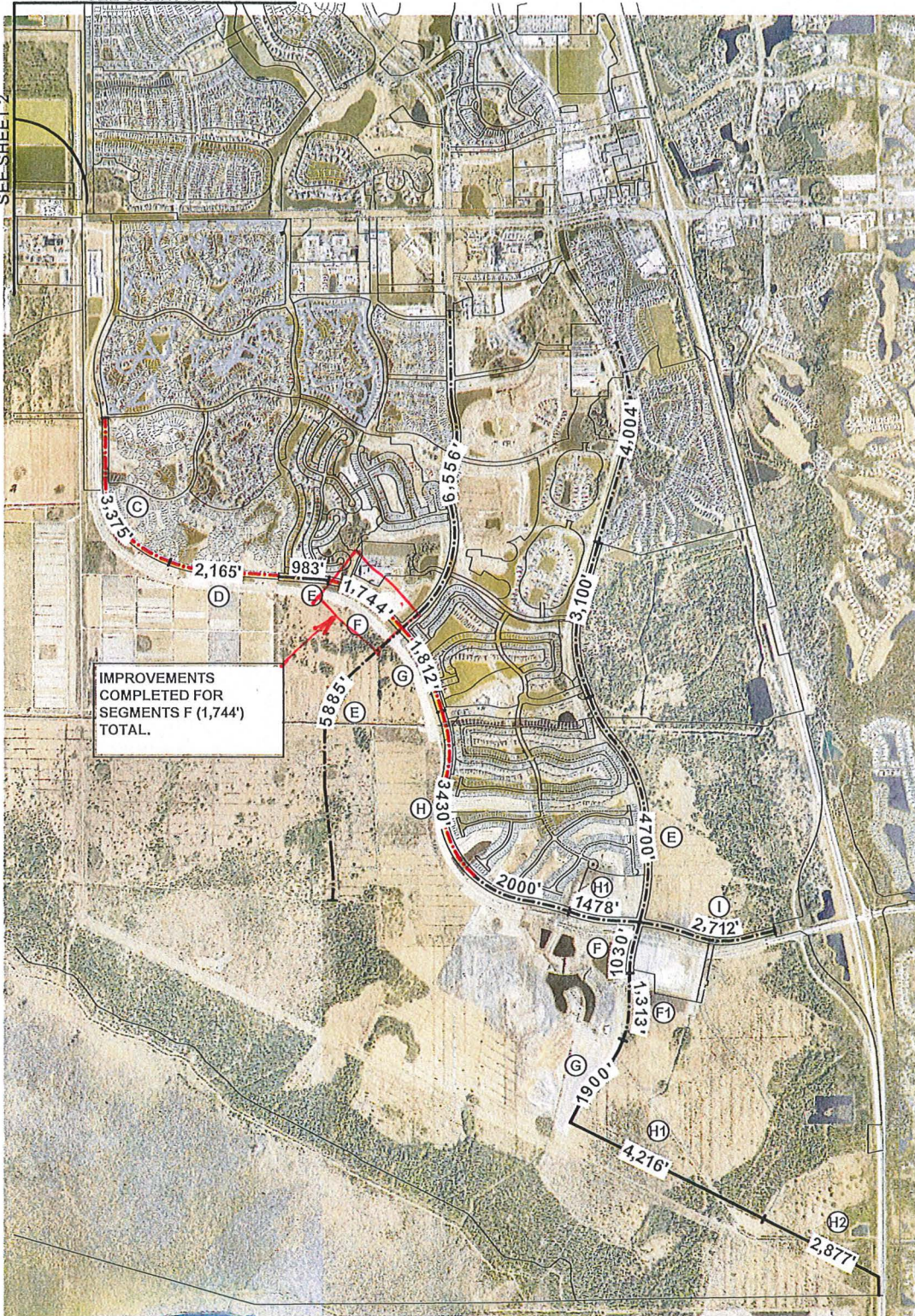
**VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT**

**(See attached)**

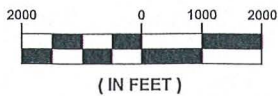


SEE SHEET 2

SEE SHEET 2



IMPROVEMENTS  
COMPLETED FOR  
SEGMENTS F (1,744')  
TOTAL.



**LEGEND**

- COMPLETED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- UNDER CONSTRUCTION (2022-2023)

**VILLAGE 2  
ARTERIAL ROADWAY LENGTHS EXHIBIT**

H:\Projects\Folder\1039301\Drawings\1039301\_200\_006.dwg April 25, 2023 2:06:52 PM DF

REVISION #2 4/26/23  
REVISION #1 3/2/22



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3074 FAX: (321) 725-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 10/18/16  
DESIGN/DRAWN: HAL/AFV  
DRAWING#: 1039301\_201\_008  
PROJECT#: 10393.01  
SHEET# 1 OF 2



**EXHIBIT B**

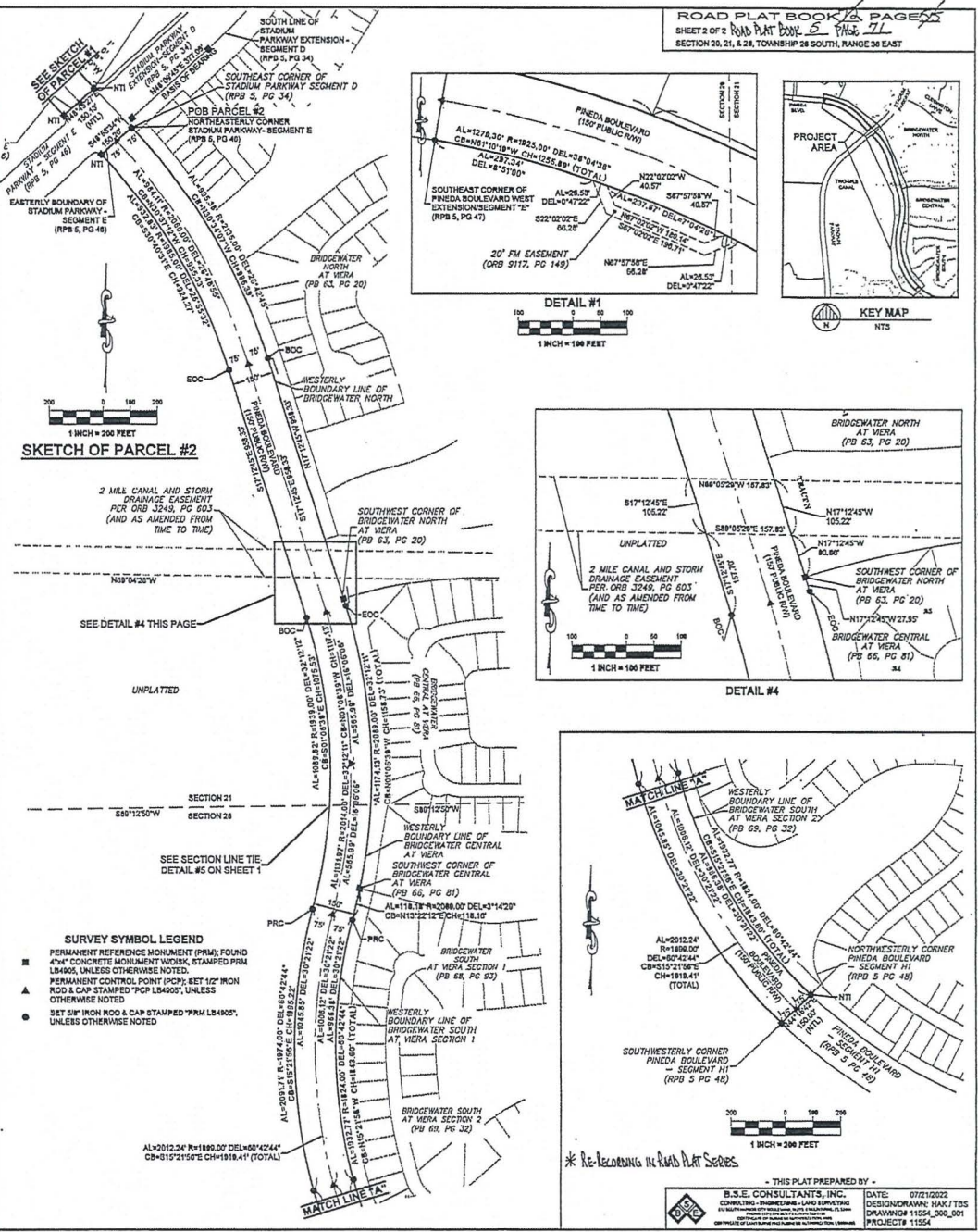
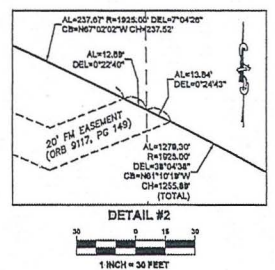
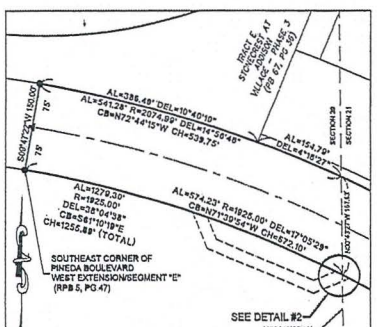
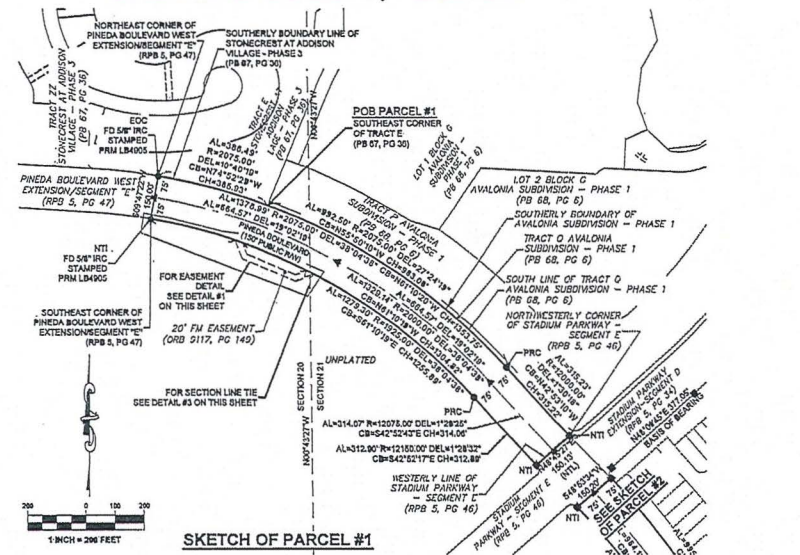
**The Plats (See attached)**





# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3

SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH,  
RANGE 36 EAST  
BREVARD COUNTY, FLORIDA





**DISTRICT ENGINEER'S CERTIFICATE**  
**ACQUISITION OF SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2**  
**PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

October 16<sup>th</sup>, 2023

Board of Supervisors  
Viera Stewardship District

Re: Viera Stewardship District (Brevard County, Florida):  
Acquisition of Segments F Pineda Boulevard West Extension Segments F-G-H, Phase 2  
Infrastructure Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of B.S.E. Consultants, Inc. ("**District Engineer**"), as District Engineer for the Viera Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from The Viera Company ("**Developer**") of certain public infrastructure improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in Exhibit A attached hereto, and in that certain *Developer Bill of Sale & Assignment [Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2 Public Infrastructure Improvements and Work Product]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-built plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's Capital Improvement Plan as set forth in the District's *Viera Stewardship District Master Engineer's Report for Capital Improvements*, dated March 31, 2020, and subsequent Supplemental Engineer's Report, Village 2 – Series 2023 Project, dated May 25, 2023, (collectively the "**Engineer's Report**"), and provide special benefits to the property within the district.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation, Brevard County, Florida, City of Cocoa, Florida, and other applicable governmental standards, and can perform the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the district, and have been transferred, or are capable of being transferred, to the district for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. District Engineer further hereby acknowledges that the district is acquiring or has acquired the Improvements and the Work Product developed by the District Engineer in conjunction therewith and accordingly, the district has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said Work Product.



5. The total cost associated with the Improvements and Work Product is **\$3,953,579.37**, as set forth in **Exhibit A** attached hereto. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.
6. With this document, I hereby certify that it is appropriate at this time for the district to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Hassan Kamal, P.E.  
B.S.E. Consultants, Inc.  
Florida Registration No. 4951  
District Engineer

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was sworn and subscribed before me by means of  physical presence or [ ] online notarization this 16<sup>th</sup> day of October 2023 by Hassan Kamal, P.E. of B.S.E. Consultants, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification, and did or did not take the oath.



\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: ALICIA L. MATEO  
Commission No.: HH 205251  
My Commission Expires: 2/14/2026

**EXHIBIT A**  
**Description of Improvements, Work Product, and Costs Chart**

**Improvements:**

**Roadway Improvements:** All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 Road Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 "). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Work Product:**

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

**Table 1 to Exhibit A– Reimbursable Costs**

<b>Seg F Pineda Blvd West Ext Seg F-G-H Phase 2</b>		<u>Estimated Total</u>	<u>VSD Claim</u>
		<u>Cost</u>	
<b>IMPROVEMENTS</b>			
<b>Invoice Number</b>	<b>Invoice Amount \$</b>		
<b>Brewer Paving &amp; Development, LLC - 11554.04</b>		\$ 3,540,017.50	
Change Order No. 1		\$ 270,000.00	
Change Order No. 2		\$ 13,600.00	
Change Order No. 3		\$ 17,559.80	
Change Order No. 4		\$ -	
Change Order No. 5		\$ 34,352.50	
Change Order No. 6		\$ 2,398.99	
Pay App #1 (period to 06/25/22)	\$22,500.00		
Pay App #2 (period to 07/25/22)	\$149,400.00		
Pay App #3 (period to 08/25/22)	\$27,170.64		
Pay App #4 (period to 09/25/22)	\$16,020.00		
Pay App #5 (period to 10/25/22)	\$311,175.00		
Pay App #6 (period to 11/25/22)	\$344,893.50		
Pay App #7 (period to 12/25/22)	\$95,940.00		
Pay App #8 (period to 01/25/23)	\$111,510.00		
Pay App #9 (period to 02/25/23)	\$187,980.30		
Pay App #10 (period to 03/25/23)	\$179,100.00		
Pay App #11 (period to 04/25/23)	\$770,400.00		
Pay App #12 (period to 05/25/23)	\$384,952.32		
Pay App #13 (period to 06/25/23)	\$275,641.56		
Pay App #14 (period to 07/25/23)	\$511,542.00		
Pay App #15 (period to 08/25/23)	\$44,574.75		
Pay App #16 (period to 09/25/23)	\$57,335.84		
Pay App #17 (period to 09/25/23) Final	\$387,792.88		
<b>Sub-total</b>			<b>\$3,877,928.79</b>
<b>Brewer Rental Invoices</b>			
Invoice - 05/16/23 Dirt Haul	\$6,326.00		
Invoice - 20191365 - 01/10//23 Hand Dig 16'	1,565.63		
			<b>\$7,891.63</b>
<b>Sub-total</b>		<b>\$7,891.63</b>	



<b>B.S.E. Consultants – File #11554.04</b>			
Proposal - 04/19/2022		\$ 72,000.00	
Invoice 17998 - 07/29/2022 - Check 210041	\$2,224.68		
Invoice 18155 - 08/03/2022 - Check 210082	\$720.00		
Invoice 18343 - 09/02/2022 - Check 210171	\$433.12		
Invoice 18646 - 10/21/2022 - Check 210404	\$1,798.30		
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Invoice 12689 - 04/27/2023 - Check 211216	\$1,228.51		
Invoice 13084 - 05/20/2023 - Check 211258	\$4,644.89		
Invoice 13508 - 06/12/2023 - Check 211357	\$2,529.23		
Invoice 19109 - 06/23/2023 - Check 211320	\$1,089.09		
Invoice 14126 - 08/10/2023 - Check 211663	\$2,785.88		
Invoice 13853 - 08/04/2023 - Check 211469	\$2,093.11		
Invoice 14873 - 09/13/2023 - Check 211772	\$4,342.49		
Invoice 14688 - 10/03/2023 - Check 211752	\$4,255.22		
Invoice 15182 - 10/04/2023 - Check	\$4,150.16		
Invoice 15303 - 10/09/2023 - Check	\$7,500.00		
<b>Sub-total – VSD Work</b>			<b>\$44,669.30</b>
<b>KCI - Funds DirectTransfer - No Checks</b>			
Invoice 14256 - 07/01/2022	\$100.00		
Invoice 14640 - 08/01/2022	\$100.00		
Invoice 15138 - 09/01/2022	\$400.00		
Invoice 15588 - 10/03/2022	\$400.00		
Invoice 15997 - 11/01/2022	\$400.00		
Invoice 16380 - 12/01/2022	\$400.00		
Invoice 16928 - 01/02/2023	\$400.00		
Invoice 17339 - 02/01/2023	\$400.00		
Invoice 17815 - 03/01/2023	\$400.00		
Invoice 18299 - 04/03/2023	\$400.00		
Invoice 18865 - 05/01/2023	\$400.00		
Invoice 19333- 06/01/2023	\$400.00		
Invoice 20160-08/01/2023	\$400.00		
Invoice 19768- 07/03/2023	\$400.00		
Invoice 20857-09/01/2023	\$400.00		
Invoice 21152 - 10/26/2023	\$225.00		
<b>Sub-total – VSD Work</b>		<b>\$5,625.00</b>	<b>\$5,625.00</b>



<b>Universal</b>			
Proposal 1941543v2		\$ 20,367.60	
Invoice 00631215 - 07/31/2022 Check 210039	\$990.00		
Invoice 00641324 - 09/01/2022 Check 210168	\$330.00		
Invoice 00673208 - 01/04/2023 Check 210716	\$1,567.50		
Invoice 00690207 - 03/01/2023 Check 210954	\$1,564.20		
Invoice 00698565 - 03/31/2023 Check 211039	\$629.20		
Invoice 00708419 - 05/01/2023 Check 211177	\$1,667.60		
Invoice 00718003 - 06/07/2023 Check 211261	\$665.50		
Invoice 00681182- 02/01/2023 Check 211261	\$495.00		
Invoice 00726163- 07/01/2023 Check 211461	\$432.85		
Invoice 00735917- 07/31/2023 Check 211605	\$3,399.00		
Invoice 00745679- 09/01/2023 Check 211751	\$811.80		
<b>Subtotal – VSD Work</b>			<b>\$12,552.65</b>
<b>Hugh Cotton Insurance</b>			
Invoice 1767 - Bond #107911237 Check 211778	\$4,912.00		\$4,912.00
<b>TOTALS:</b>		<b>\$3,983,813.02</b>	<b>\$3,953,579.37</b>

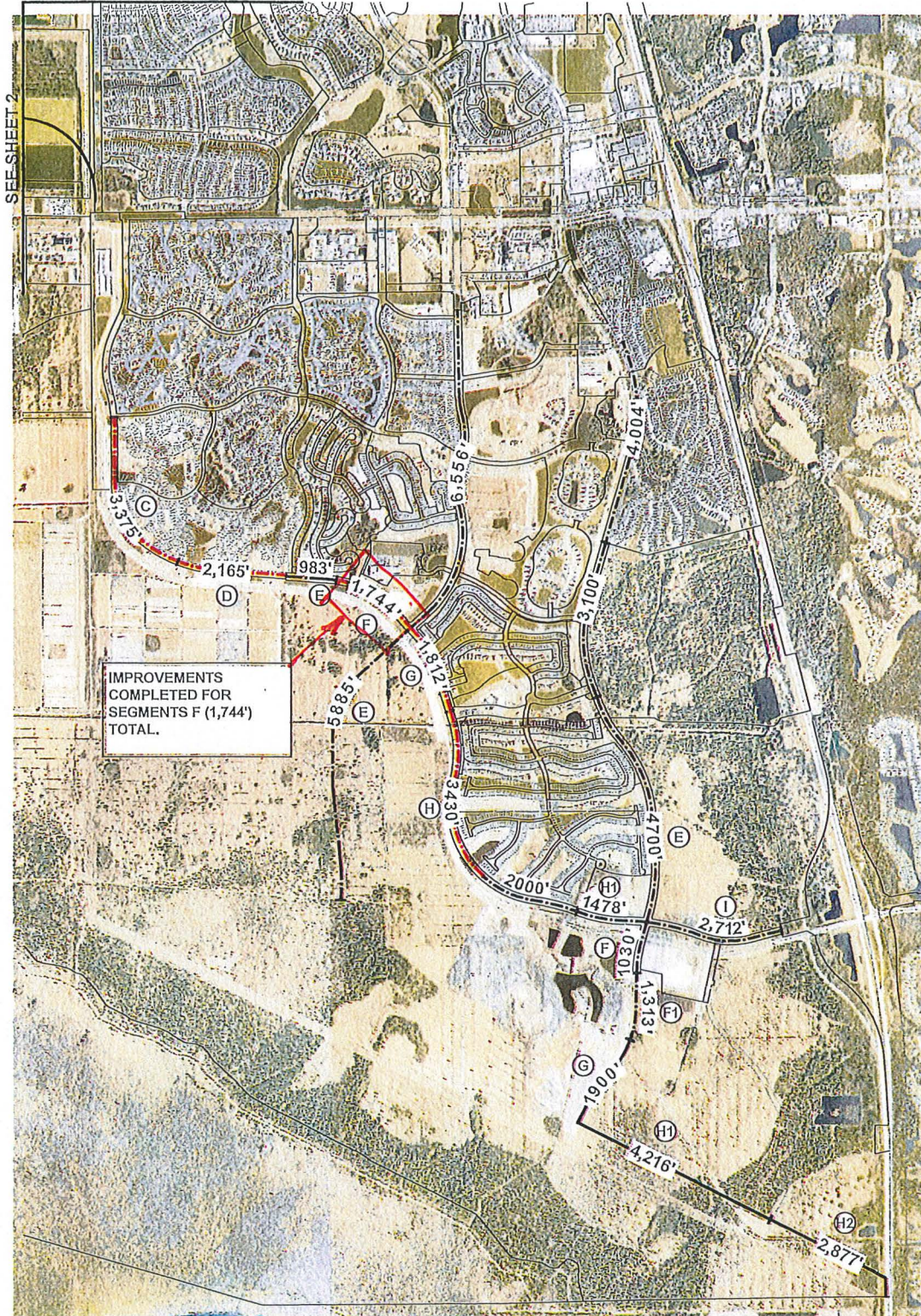
**SCHEDULE A**

**VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT**

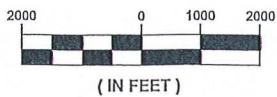
**(See attached)**



SEE SHEET 2



IMPROVEMENTS  
COMPLETED FOR  
SEGMENTS F (1,744')  
TOTAL.



**LEGEND**

- COMPLETED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- UNDER CONSTRUCTION (2022-2023)

**VILLAGE 2  
ARTERIAL ROADWAY LENGTHS EXHIBIT**

HP\Projects\Folder1\0983.01\Drawings\1098301\_201\_008.dwg April 25, 2023 2:06:52 PM DF

REVISION #2 4/26/23  
REVISION #1 3/2/22



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

DATE: 10/18/16  
DESIGN/DRAWN: HALMVF  
DRAWING#: 1039301\_201\_008  
PROJECT#: 10393.01  
SHEET 1 OF 2



**EXHIBIT B**  
**The Plats (See Attached)**



# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3

## SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PINEDA BOULEVARD SEGMENTS F, G AND H

2 PARCELS OF LAND LYING IN SECTIONS 20, 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL #1**  
BEGIN AT THE SOUTHEAST CORNER OF TRACT E, STONECREST AT ADDISON VILLAGE - PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 36, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND WESTERLY ALONG THE ARC OF THE CURVED SOUTHERLY BOUNDARY LINE OF SAID STONECREST AT ADDISON VILLAGE - PHASE 3, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 507.00 FEET, A CENTRAL ANGLE OF 10°40'19", A CHORD BEARING OF N74°02'27"W AND A CHORD LENGTH OF 584.83 FEET, A DISTANCE OF 584.83 FEET TO THE NORTHEAST CORNER OF PINEDA BOULEVARD WEST EXTENSION SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE S69°42'27"W ALONG THE EAST BOUNDARY OF SAID PINEDA BOULEVARD WEST EXTENSION SEGMENT E, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PINEDA BOULEVARD WEST EXTENSION SEGMENT E AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°04'38", A CHORD BEARING OF S61°10'19"W AND A CHORD LENGTH OF 126.88 FEET, A DISTANCE OF 126.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°32'17", A CHORD BEARING OF S42°16'25"W AND A CHORD LENGTH OF 312.30 FEET, A DISTANCE OF 312.30 FEET TO A NON-TANGENT INTERSECTION WITH THE WESTERLY BOUNDARY OF STADIUM PARKWAY - SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 6, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N45°42'27"E ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 160.10 FEET TO THE NORTHEASTLY CORNER OF SAID STADIUM PARKWAY - SEGMENT E AND A NON-TANGENT INTERSECTION WITH THE CURVED SOUTHERLY BOUNDARY OF VALONIA SUBDIVISION - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE ARC OF THE CURVED SOUTHERLY BOUNDARY OF SAID VALONIA SUBDIVISION - PHASE 1, SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12,000.00 FEET, A CENTRAL ANGLE OF 1°30'19", A CHORD BEARING OF N42°03'10"W AND A CHORD LENGTH OF 318.22 FEET, A DISTANCE OF 318.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY OF SAID VALONIA SUBDIVISION - PHASE 1 AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2072.00 FEET, A CENTRAL ANGLE OF 27°31'49", A CHORD BEARING OF N58°02'10"W AND A CHORD LENGTH OF 984.00 FEET, A DISTANCE OF 984.00 FEET TO THE POINT OF BEGINNING, CONTAINING 8.86 ACRES, MORE OR LESS.

TOGETHER WITH

**PARCEL #2**  
BEGIN AT THE NORTHEASTLY CORNER OF STADIUM PARKWAY SEGMENT - E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEASTLY CORNER OF STADIUM PARKWAY SEGMENT - E, RECORDED IN ROAD PLAT BOOK 3, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND RUN S41°02'34"W, ALONG THE EASTERN BOUNDARY OF SAID STADIUM PARKWAY - SEGMENT E, A DISTANCE OF 150.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 150.00 FEET SOUTHWESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER NORTH AT VIERA AS RECORDED IN PLAT BOOK 63, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 20°25'24", A CHORD BEARING OF S20°25'24"E AND A CHORD LENGTH OF 164.97 FEET, A DISTANCE OF 164.97 FEET TO THE END OF SAID CURVE; THENCE S17°12'42"E, PARALLEL TO AND 150.00 FEET SOUTHWESTERLY OF, (AS MEASURED PERPENDICULARLY), THE SOUTHWESTERLY BOUNDARY OF SAID BRIDGEWATER NORTH AT VIERA; AND PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER CENTRAL AT VIERA AS RECORDED IN PLAT BOOK 64, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 584.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIERA; AND PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER SOUTH AT VIERA SECTION 1, AS RECORDED IN PLAT BOOK 64, PAGE 83, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 1038.00 FEET, A CENTRAL ANGLE OF 32°12'12", A CHORD BEARING OF S01°02'32"E AND A CHORD LENGTH OF 1078.82 FEET, A DISTANCE OF 1078.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 1 AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 2, AS RECORDED IN PLAT BOOK 65, PAGE 12, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1974.00 FEET, A CENTRAL ANGLE OF 62°42'44", A CHORD BEARING OF S19°52'19"E AND A CHORD LENGTH OF 1962.00 FEET, A DISTANCE OF 206.17 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST AND THE SOUTHWESTERLY CORNER OF PINEDA BOULEVARD SEGMENT H, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N44°11'25"E, ALONG SAID NON-TANGENT LINE AND ALONG THE BOUNDARY OF SAID PINEDA BOULEVARD SEGMENT H, A DISTANCE OF 160.00 FEET TO THE NORTHEASTLY CORNER OF SAID PINEDA BOULEVARD SEGMENT H AND A NON-TANGENT INTERSECTION WITH THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 2; THENCE ALONG THE ARC OF SAID CURVE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH SECTION 2 AND ALONG THE ARC OF THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH SECTION 2 AND ALONG THE ARC OF THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH SECTION 1, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 184.80 FEET, A CENTRAL ANGLE OF 142°41'42", A CHORD BEARING OF N113°19'47"W AND A CHORD LENGTH OF 184.80 FEET, A DISTANCE OF 192.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE ALONG THE ARC OF SAID CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 1 AND ALONG THE ARC OF THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2068.00 FEET, A CENTRAL ANGLE OF 32°12'11", A CHORD BEARING OF N01°03'39"W AND A CHORD LENGTH OF 1184.70 FEET, A DISTANCE OF 1178.15 FEET TO THE END OF SAID CURVE; THENCE S17°12'42"E, ALONG THE BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIERA AND ALONG THE BOUNDARY OF SAID BRIDGEWATER NORTH AT VIERA, A DISTANCE OF 582.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG THE BOUNDARY OF SAID BRIDGEWATER NORTH AT VIERA AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 26°42'45", A CHORD BEARING OF N30°34'0"W AND A CHORD LENGTH OF 988.30 FEET, A DISTANCE OF 988.30 FEET TO THE POINT OF BEGINNING, CONTAINING 17.45 ACRES, MORE OR LESS.

STATE PLANE COORDINATE NOTE:  
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1989 (NAD83/89).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROBAK2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING AGHED SOLUTIONS VERSION 2.7. THE STATION SHOW BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

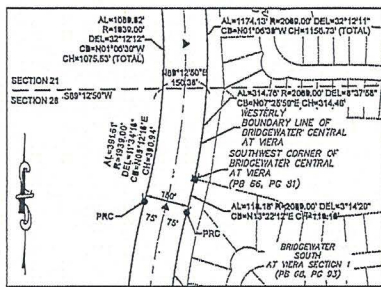
DESIGNATION	PID	NORTHINGS	N METERS	EASTINGS	E METERS	N. LATITUDE	W. LONGITUDE	CONVRSD SCALE FACTOR	CONVERGENCE ANGLE
DUNAN AZ 26 E	AKT519	1,428,328.224	434,746.017	728,833.411	225,227.354	29°15'26.19032"	80°44'34.45602"	0.99994903	(+0)°07'18.2"
BREVARD OPS 1500	AKT524	1,422,842.486	433,842.842	740,590.983	225,769.744	29°14'51.81926"	80°44'41.98184"	0.99994936	(+0)°07'27.3"
19572464	AKT545	1,410,462.518	431,736.830	748,854.034	227,641.665	29°13'48.22765"	80°43'06.11244"	0.99995022	(+0)°07'58.8"

THE COORDINATE VALUES SHOWN ON THIS PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESIGNER. A PROJECT SCALE FACTOR OF 0.99995022 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

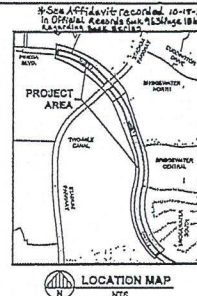
### PLAT NOTES

- BEARING INFORMATION ASSUMED BEARING OF N45°04'30"E ON THE SOUTH LINE OF STADIUM PARKWAY SEGMENT E (PB 67, PG 36).
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.00(18).
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- THE TWO-MILE CANAL AND STORM DRAINAGE EASEMENT AREA SHOWN GRAPHICALLY HEREON IS SUBJECT TO THAT CERTAIN DUDMAN DISTRICT CANAL SYSTEM DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 234, PAGE 294, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH EASEMENT PROVIDES FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CANAL SYSTEM FOR THE PURPOSE OF CONVEYING STORMWATER DRAINAGE. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RESTORATION OF ANY STORMWATER PIPES, CURBENTS, STORM STRUCTURES, OR STORMWATER MANAGEMENT FACILITIES ASSOCIATED WITH SAID DRAINAGE EASEMENT AND, RECOGNIZING THAT PORTION OF THE EASEMENT AREA SHOWN HEREON, THE VIERA STORMWATER DISTRICT IS RESPONSIBLE FOR SUCH INSPECTION, MAINTENANCE, REPAIR, AND/OR RESTORATION IN ACCORDANCE WITH THAT CERTAIN CANAL MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 234, PAGE 283, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TO THE EXTENT THAT ANY DRAINAGE PIPES, CURBENTS, OR STRUCTURES LOCATED WITHIN THE RIGHT-OF-WAY OF PINEDA BOULEVARD ARE ALSO WITHIN SAID DRAINAGE EASEMENT AREA. BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE PIPES AND STRUCTURES THAT CONVEY DRAINAGE FROM PINEDA BOULEVARD. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR ANY ROADWAY REPAIRS NEEDED DUE TO THE FAILURE AND SUBSEQUENT REPAIR OF ANY STORMWATER PIPES, CURBENTS, STORM STRUCTURES, OR FACILITIES ASSOCIATED WITH SUCH CANAL SYSTEM DRAINAGE EASEMENT LOCATED WITHIN THE PINEDA BOULEVARD RIGHT-OF-WAY.



SECTION LINE TIE DETAIL #5

1 INCH = 200 FEET



ROAD PLAT BOOK 78, PAGE 54  
SHEET 1 OF 2 Road Plat Book 78, Page 54  
SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, AS DESCRIBED & RECORDED

**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS, THE VERA COMPANY, being the owner in fee simple of the lands described in

**PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3**

Heretofore dedicated said lands and plat for the use and purpose therein expressed and hereby dedicate the right-of-way of Pineda Boulevard as shown hereon to Brevard County for the perpetual use of the public for roadway, drainage, floodway, utility and unincorporated purposes.

By:   
President: Todd J. Polyzos  
Attest:   
Secretary: Jay A. Decar, III

THE VERA COMPANY  
7240 MURRELL ROAD, SUITE 201  
MELBOURNE, FLORIDA 32904

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of      physical presence of      on this      day of     , 20     at      by Todd J. Polyzos and Jay A. Decar, III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me      or have produced      as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date:  
  
Michael A. Swinney, Professional Surveyor & Mapper, No. 4817  
May Ellen McElbrien, Notary Public, State of Florida, My Comm. Expires 04/15/2023, Comm. No. 02345477

**CERTIFICATE OF SURVEYOR**  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed professional surveyor and mapper, do hereby certify that on 02/28/2022, he completed the boundary survey of the lands shown on the foregoing plat and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey procedures Chapter 177, Part 1, Florida Statutes, and County Ordinance 02-2019, Chapter 177, Part 1, and said lands are located in Brevard County, Florida.  
Registration Number: 58115  
LESLIE E. HOWARD  
L.E.E. Consultants, Inc.  
3122 South Harbor City Boulevard, Suite 84  
Melbourne, FL 32901  
Certificate of Authorization Number: LB-0004905

**CERTIFICATE OF COUNTY SURVEYOR**  
I HEREBY CERTIFY, that I have reviewed the foregoing plat and find it conforms with Chapter 177, Part 1, Florida Statutes and County Ordinance 02-2019, Chapter 177, Part 1, as amended.  
No. 4817  
STATE OF FLORIDA  
Michael A. Swinney, Professional Surveyor & Mapper, No. 4817

**CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS**  
THIS IS TO CERTIFY, that the Board of County Commissioners hereby accepts the right-of-way of Pineda Boulevard dedicated for the use and purpose therein expressed on this plat.  
Attest:   
Rachel M. Shoff, Clerk of the Board

**CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS**  
THIS IS TO CERTIFY, that on the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.  
Attest:   
Rachel M. Shoff, Clerk of the Board

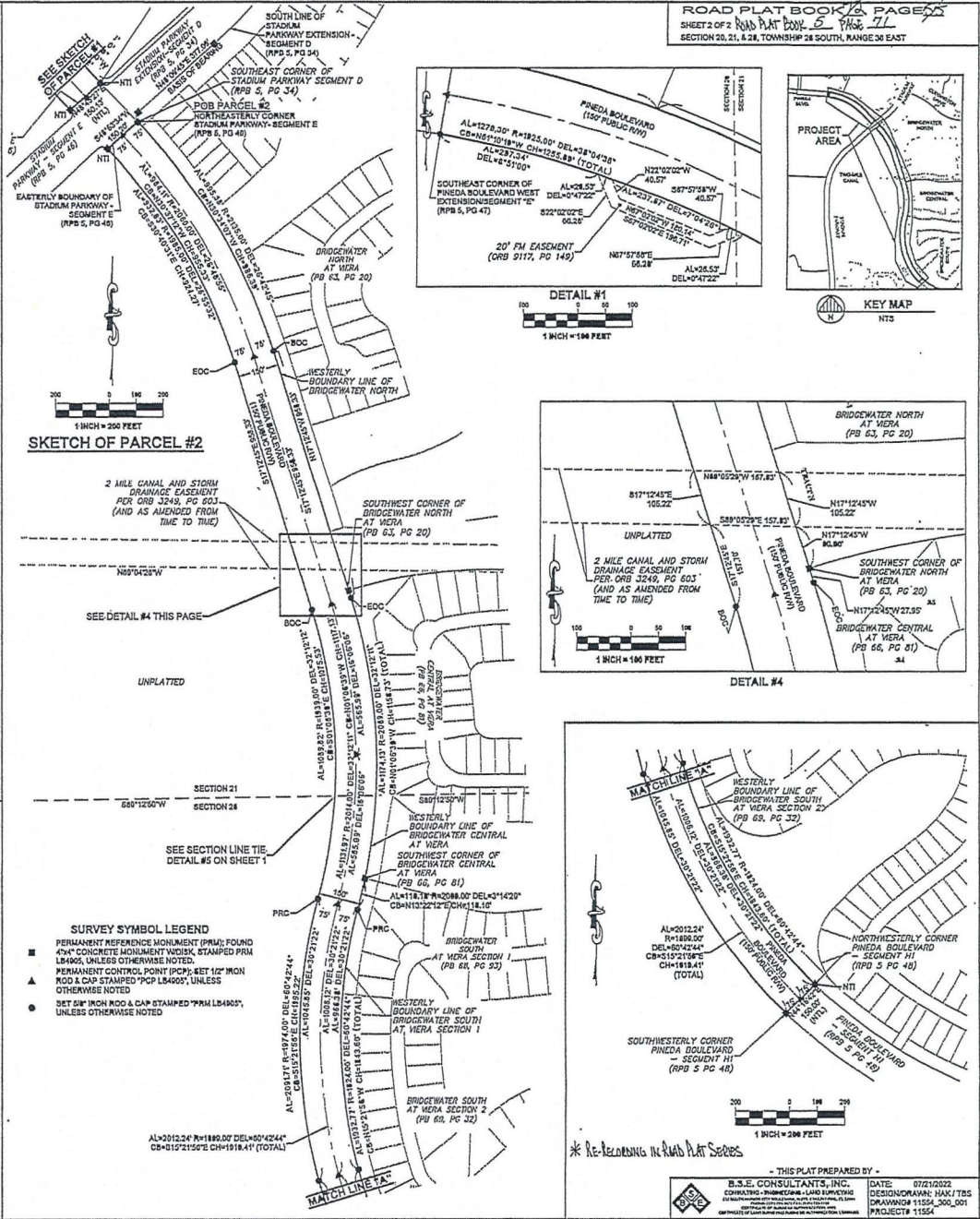
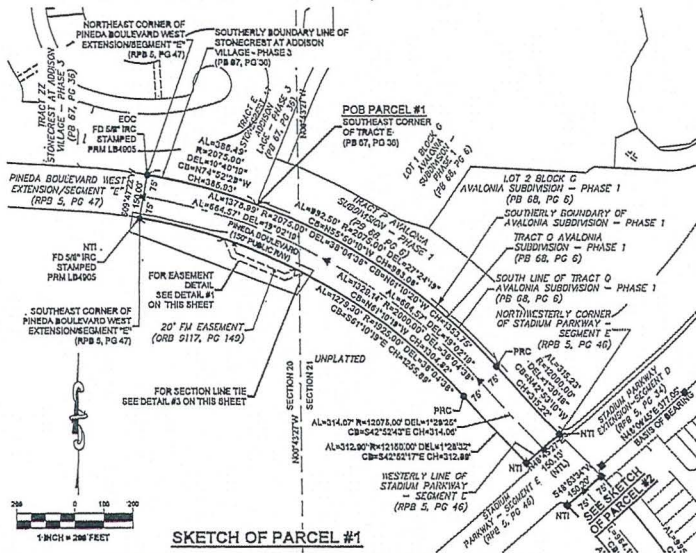
**CERTIFICATE OF CLERK**  
I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record in the public records of Brevard County, Florida on 02/28/2022.  
Attest:   
Rachel M. Shoff, Clerk of the Clerk of the County for and Brevard County, Florida

THIS PLAT PREPARED BY:  
  
B.S.E. CONSULTANTS, INC.  
DATE: 07/21/2022  
DESIGN/DRAWN: HAK/TBS  
DRAWING: 1154\_300\_001  
PROJECT: 11554



# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3

SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST  
BREVARD COUNTY, FLORIDA



ROAD PLAT BOOK PAGES 11 & 12  
SHEET 2 OF 2 ROAD PLAT BOOK PAGES 11 & 12  
SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST

**AFFIDAVIT REGARDING COSTS PAID**  
**ACQUISITION OF SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2**  
**PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. I am employed by the Developer as its President. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Viera Stewardship District, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes* (“**District**”).
4. The *Viera Stewardship District Master Engineer’s Report for Capital Improvements* dated March 31, 2020, and Supplemental Engineer’s Report (Village 2 - Series 2023 Project), dated May 25, 2023, (collectively the “**Engineer’s Report**”) describes certain public infrastructure improvements that the district intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes*.
5. Developer has expended funds to develop improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements, which total **\$3,953,579.37**.
6. In making this affidavit, I understand that the district intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.


[CONTINUED ON NEXT PAGE]



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

Executed this 20<sup>th</sup> day of October 2023.

**THE VIERA COMPANY**

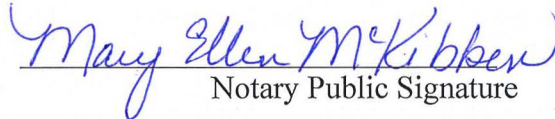


By: Todd J. Pokrywa  
Its: President

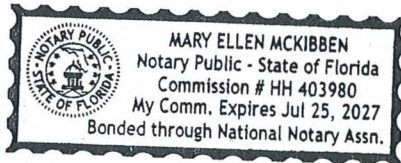
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was sworn and subscribed before me by means of [ ] physical presence or [ ] online notarization this 20<sup>th</sup> day of October 2023 by Todd J. Pokrywa, as President of The Viera Company, who  is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Notary Public Signature



Mary Ellen McKibben  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**Description of Improvements, Work Product and Costs Chart**

**Improvements:**

**Roadway Improvements:** All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 Road Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 "). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Work Product:**

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

**Table 1 to Exhibit A– Reimbursable Costs**

<b>Seg F Pineda Blvd West Ext Seg F-G-H Phase 2</b>		<u>Estimated Total</u>	<u>VSD Claim</u>
		<u>Cost</u>	
<b>IMPROVEMENTS</b>			
<b>Invoice Number</b>	<b>Invoice Amount \$</b>		
<b>Brewer Paving &amp; Development, LLC - 11554.04</b>		\$ 3,540,017.50	
Change Order No. 1		\$ 270,000.00	
Change Order No. 2		\$ 13,600.00	
Change Order No. 3		\$ 17,559.80	
Change Order No. 4		\$ -	
Change Order No. 5		\$ 34,352.50	
Change Order No. 6		\$ 2,398.99	
Pay App #1 (period to 06/25/22)	\$22,500.00		
Pay App #2 (period to 07/25/22)	\$149,400.00		
Pay App #3 (period to 08/25/22)	\$27,170.64		
Pay App #4 (period to 09/25/22)	\$16,020.00		
Pay App #5 (period to 10/25/22)	\$311,175.00		
Pay App #6 (period to 11/25/22)	\$344,893.50		
Pay App #7 (period to 12/25/22)	\$95,940.00		
Pay App #8 (period to 01/25/23)	\$111,510.00		
Pay App #9 (period to 02/25/23)	\$187,980.30		
Pay App #10 (period to 03/25/23)	\$179,100.00		
Pay App #11 (period to 04/25/23)	\$770,400.00		
Pay App #12 (period to 05/25/23)	\$384,952.32		
Pay App #13 (period to 06/25/23)	\$275,641.56		
Pay App #14 (period to 07/25/23)	\$511,542.00		
Pay App #15 (period to 08/25/23)	\$44,574.75		
Pay App #16 (period to 09/25/23)	\$57,335.84		
Pay App #17 (period to 09/25/23) Final	\$387,792.88		
<b>Sub-total</b>			<b>\$3,877,928.79</b>
<b>Brewer Rental Invoices</b>			
Invoice - 05/16/23 Dirt Haul	\$6,326.00		
Invoice - 20191365 - 01/10//23 Hand Dig 16'	1,565.63		
			<b>\$7,891.63</b>
<b>Sub-total</b>		<b>\$7,891.63</b>	

<b>B.S.E. Consultants – File #11554.04</b>			
Proposal - 04/19/2022		\$ 72,000.00	
Invoice 17998 - 07/29/2022 - Check 210041	\$2,224.68		
Invoice 18155 - 08/03/2022 - Check 210082	\$720.00		
Invoice 18343 - 09/02/2022 - Check 210171	\$433.12		
Invoice 18646 - 10/21/2022 - Check 210404	\$1,798.30		
Invoice 18836 - 12/15/2022 - Check 210623	\$998.01		
Invoice 18910 - 12/22/2022- Check 210657	\$775.92		
Invoice 12468 - 03/16/2023 - Check 210997	\$3,100.69		
Invoice 12689 - 04/27/2023 - Check 211216	\$1,228.51		
Invoice 13084 - 05/20/2023 - Check 211258	\$4,644.89		
Invoice 13508 - 06/12/2023 - Check 211357	\$2,529.23		
Invoice 19109 - 06/23/2023 - Check 211320	\$1,089.09		
Invoice 14126 - 08/10/2023 - Check 211663	\$2,785.88		
Invoice 13853 - 08/04/2023 - Check 211469	\$2,093.11		
Invoice 14873 - 09/13/2023 - Check 211772	\$4,342.49		
Invoice 14688 - 10/03/2023 - Check 211752	\$4,255.22		
Invoice 15182 - 10/04/2023 - Check 211837	\$4,150.16		
Invoice 15303 - 10/09/2023 - Check 211837	\$7,500.00		
<b>Sub-total – VSD Work</b>			<b>\$44,669.30</b>
<b>KCI - Funds DirectTransfer - No Checks</b>			
Invoice 14256 - 07/01/2022	\$100.00		
Invoice 14640 - 08/01/2022	\$100.00		
Invoice 15138 - 09/01/2022	\$400.00		
Invoice 15588 - 10/03/2022	\$400.00		
Invoice 15997 - 11/01/2022	\$400.00		
Invoice 16380 - 12/01/2022	\$400.00		
Invoice 16928 - 01/02/2023	\$400.00		
Invoice 17339 - 02/01/2023	\$400.00		
Invoice 17815 - 03/01/2023	\$400.00		
Invoice 18299 - 04/03/2023	\$400.00		
Invoice 18865 - 05/01/2023	\$400.00		
Invoice 19333- 06/01/2023	\$400.00		
Invoice 20160-08/01/2023	\$400.00		
Invoice 19768- 07/03/2023	\$400.00		
Invoice 20857-09/01/2023	\$400.00		
Invoice 21152 - 10/26/2023	\$225.00		
<b>Sub-total – VSD Work</b>		<b>\$5,625.00</b>	<b>\$5,625.00</b>



<b>Universal</b>			
Proposal 1941543v2		\$ 20,367.60	
Invoice 00631215 - 07/31/2022 Check 210039	\$990.00		
Invoice 00641324 - 09/01/2022 Check 210168	\$330.00		
Invoice 00673208 - 01/04/2023 Check 210716	\$1,567.50		
Invoice 00690207 - 03/01/2023 Check 210954	\$1,564.20		
Invoice 00698565 - 03/31/2023 Check 211039	\$629.20		
Invoice 00708419 - 05/01/2023 Check 211177	\$1,667.60		
Invoice 00718003 - 06/07/2023 Check 211261	\$665.50		
Invoice 00681182- 02/01/2023 Check 211261	\$495.00		
Invoice 00726163- 07/01/2023 Check 211461	\$432.85		
Invoice 00735917- 07/31/2023 Check 211605	\$3,399.00		
Invoice 00745679- 09/01/2023 Check 211751	\$811.80		
<b>Subtotal – VSD Work</b>			<b>\$12,552.65</b>
<b>Hugh Cotton Insurance</b>			
Invoice 1767 - Bond #107911237 Check 211778	\$4,912.00	\$4,912.00	\$4,912.00
<b>TOTALS:</b>		<b>\$3,988,725.02</b>	<b>\$3,953,579.37</b>



**SCHEDULE A**

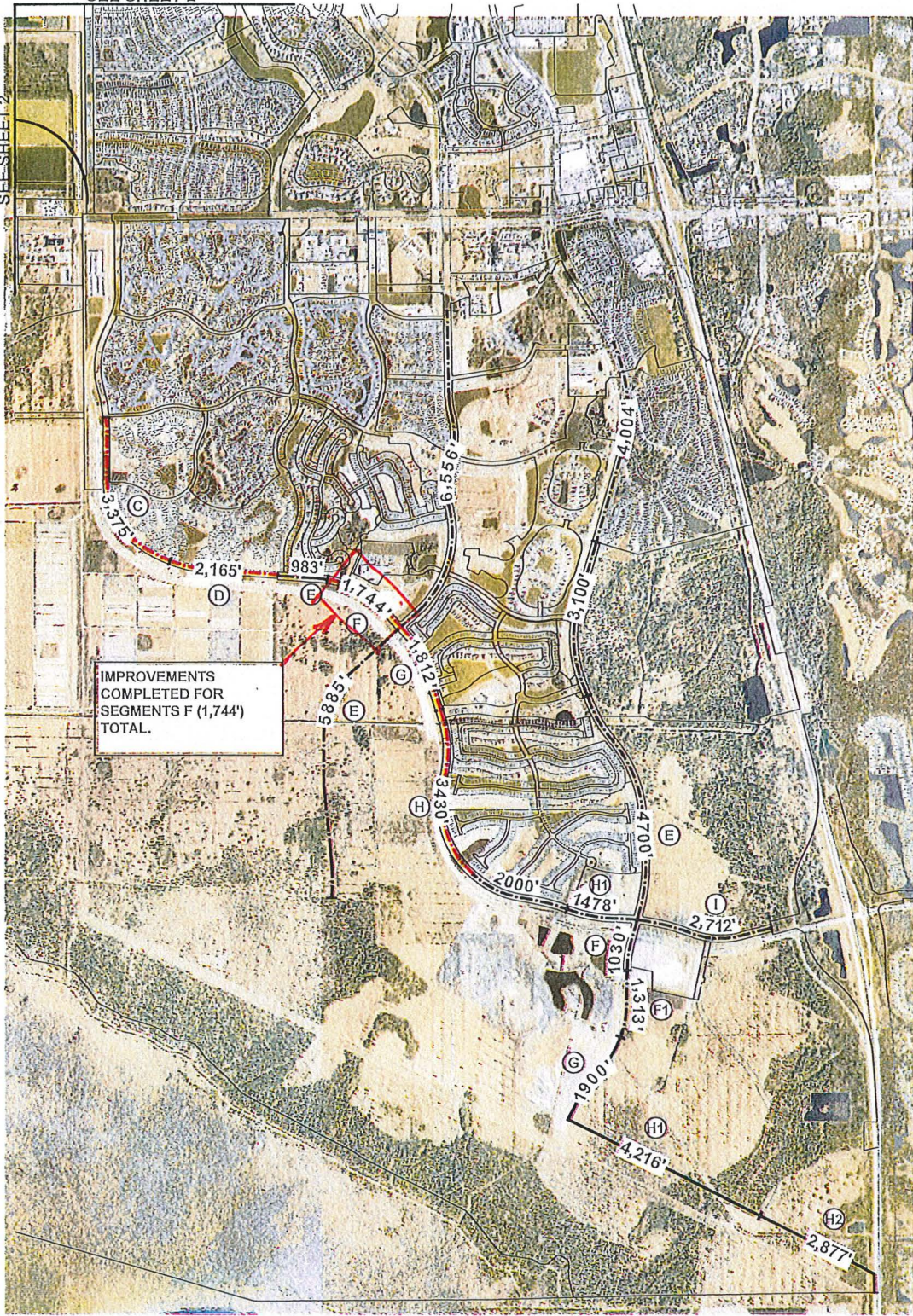
**VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT**

**(See attached)**

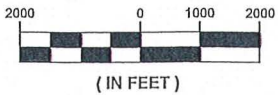


SEE SHEET 2

SEE SHEET 2



IMPROVEMENTS  
COMPLETED FOR  
SEGMENTS F (1,744')  
TOTAL.



**LEGEND**

- COMPLETED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- UNDER CONSTRUCTION (2022-2023)

**VILLAGE 2  
ARTERIAL ROADWAY LENGTHS EXHIBIT**

H:\Projects\Folder1039301\Drawings\1039301\_201\_008.dwg April 25, 2023 2:06:52 PM DF

REVISION #2 4/26/23  
REVISION #1 3/2/22



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-5674 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 10/18/16  
DESIGN/DRAWN: HALMVF  
DRAWING#: 1039301\_201\_008  
PROJECT#: 10393.01  
SHEET 1 OF 2



**EXHIBIT B**  
**The Plats (See Attached)**

# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3

## SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PINEDA BOULEVARD SEGMENTS F, G AND H

2 PARCELS OF LAND LYING IN SECTIONS 20, 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

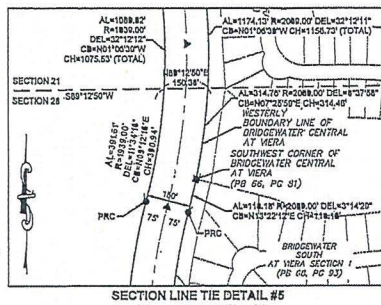
**PARCEL #1**  
 BEGIN AT THE SOUTHEAST CORNER OF TRACT B, STONECREST AT ADDISON VILLAGES - PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, PAGE 3. PUBLIC RECORDS BREVARD COUNTY, FLORIDA, AND RUN NORTHERLY, ALONG THE ARC OF THE CURVED SOUTHERLY BOUNDARY LINE OF SAID STONECREST VILLAGES - PHASE 3, SAID CURVE BEING CONVEX TO THE SOUTH AND HAVING A RADIUS OF 207.20 FEET, A CENTRAL ANGLE OF 10°49'19", A CHORD BEARING OF N14°22'27"W AND A CHORD LENGTH OF 383.83 FEET, A DISTANCE OF 384.8 FEET TO THE NORTHWEST CORNER OF PINEDA BOULEVARD WEST EXTENSION SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 6, PAGE 47, PUBLIC RECORDS BREVARD COUNTY, FLORIDA, THENCE 820°17'22"W, ALONG THE EAST BOUNDARY OF SAID PINEDA BOULEVARD WEST EXTENSION SEGMENT E AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 1265.89 FEET, A CENTRAL ANGLE OF 30°24'4", A CHORD BEARING OF S61°10'19"E AND A CHORD LENGTH OF 1265.89 FEET, A DISTANCE OF 1278.00 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 1°22'24", A CHORD BEARING OF S21°21'12"E AND A CHORD LENGTH OF 312.30 FEET, A DISTANCE OF 312.30 FEET TO A NON-TANGENT INTERSECTION WITH THE WESTERLY BOUNDARY OF STADIUM PARKWAY - SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 6, PAGE 48, PUBLIC RECORDS BREVARD COUNTY, FLORIDA, THENCE 180°00'00"W, ALONG THE WESTERLY BOUNDARY OF SAID STADIUM PARKWAY - SEGMENT E AND A NON-TANGENT INTERSECTION WITH THE CURVED SOUTHERLY BOUNDARY OF AVONOLA SUBDIVISION - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 4. PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE ALONG THE ARC OF THE CURVED SOUTHERLY BOUNDARY OF SAID AVONOLA SUBDIVISION - PHASE 1, SAID CURVE BEING CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 12,000.00 FEET, A CENTRAL ANGLE OF 1°07'11", A CHORD BEARING OF N42°12'07"W AND A CHORD LENGTH OF 315.22 FEET, A DISTANCE OF 315.22 FEET TO A POINT OF REVERSE CURVATURE, THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY OF SAID AVONOLA SUBDIVISION - PHASE 1 AND ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 237.00 FEET, A CENTRAL ANGLE OF 37°41'19", A CHORD BEARING OF N59°07'10"W AND A CHORD LENGTH OF 383.00 FEET, A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.85 ACRES, MORE OR LESS.

TOGETHER WITH

**PARCEL #2**  
 BEGIN AT THE NORTHEAST CORNER OF STADIUM PARKWAY SEGMENT - E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 6, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF STADIUM PARKWAY EXTENSION - SEGMENT D AS RECORDED IN ROAD PLAT BOOK 6, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN S45°30'00"E, ALONG THE EASTERN BOUNDARY OF SAID STADIUM PARKWAY - SEGMENT E, A DISTANCE OF 150.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER NORTH AT VIENA AS RECORDED IN PLAT BOOK 5, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID CURVE BEING CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 20°20'0", A CHORD BEARING OF S30°40'10"E AND A CHORD LENGTH OF 324.27 FEET, A DISTANCE OF 324.27 FEET TO THE END OF SAID CURVE, THENCE S17°12'42"E, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE SOUTHWESTERLY BOUNDARY OF SAID BRIDGEWATER NORTH AT VIENA, AND PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER SOUTH AT VIENA SECTION 1, AS RECORDED IN PLAT BOOK 28, PAGE 63, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID CURVE BEING CONVEX TO THE WEST AND HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 32°12'12", A CHORD BEARING OF S07°09'37"E AND A CHORD LENGTH OF 103.85 FEET, A DISTANCE OF 103.85 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIENA SECTION 1 AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER SOUTH AT VIENA SECTION 2, AS RECORDED IN PLAT BOOK 58, PAGE 31, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID CURVE BEING CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1874.00 FEET, A CENTRAL ANGLE OF 0°40'24", A CHORD BEARING OF S19°21'50"E AND A CHORD LENGTH OF 166.52 FEET, A DISTANCE OF 204.17 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST AND THE SOUTHWESTERLY CORNER OF PINEDA BOULEVARD - SEGMENT H, AS RECORDED IN ROAD PLAT BOOK 6, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE N41°48'22"E, ALONG SAID NON-TANGENT LINE AND ALONG THE BOUNDARY OF SAID PINEDA BOULEVARD - SEGMENT H, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID PINEDA BOULEVARD - SEGMENT H AND A NON-TANGENT INTERSECTION WITH THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIENA SECTION 2, THENCE ALONG THE ARC OF SAID CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH SECTION 2, SAID CURVE BEING CONVEX TO THE NORTHEAST, AND HAVING A RADIUS OF 184.00 FEET, A CENTRAL ANGLE OF 112°18'54"W AND A CHORD LENGTH OF 154.83 FEET, A DISTANCE OF 154.83 FEET TO A POINT OF REVERSE CURVATURE, THENCE CONTINUE ALONG THE ARC OF SAID CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIENA SECTION 1 AND ALONG THE ARC OF THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIENA SECTION 2, ALONG THE ARC OF THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIENA, SAID CURVE BEING CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 2089.00 FEET, A CENTRAL ANGLE OF 32°12'11", A CHORD BEARING OF N01°03'30"W AND A CHORD LENGTH OF 1154.73 FEET, A DISTANCE OF 1154.73 FEET TO THE END OF SAID CURVE, THENCE N17°15'10"E, ALONG THE BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIENA AND ALONG THE BOUNDARY OF SAID BRIDGEWATER NORTH AT VIENA, A DISTANCE OF 354.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE CONTINUE ALONG THE BOUNDARY OF SAID BRIDGEWATER NORTH AT VIENA AND ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE WEST AND HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 24°42'45", A CHORD BEARING OF N53°34'07"W AND A CHORD LENGTH OF 968.30 FEET, A DISTANCE OF 968.30 FEET TO THE POINT OF BEGINNING, CONTAINING 17.48 ACRES, MORE OR LESS.

### PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF N40°04'00"E ON THE SOUTH LINE OF STADIUM PARKWAY - SEGMENT D (P&B 5, PG 34).
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.00(18).
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- THE TWO-MILE CANAL AND STORM DRAINAGE EASEMENT AREA SHOWN GRAPHICALLY HEREON IS SUBJECT TO THAT CERTAIN DUDA-DISTRICT CANAL SYSTEM DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3249, PAGE 402, AS SUCCESSIVELY AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION, BY THAT CERTAIN ELEVENTH MODIFICATION AND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 804, PAGE 294, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SUCH EASEMENT PROVIDES FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CANAL SYSTEM FOR THE PURPOSES OF CONVEYING STORMWATER DRAINAGE. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RESTORATION OF ANY STORMWATER PIPES, CULVERTS, STORM STRUCTURES, OR STORMWATER MANAGEMENT FACILITIES ASSOCIATED WITH SAID DRAINAGE EASEMENT AND, REGARDING THAT PORTION OF THE EASEMENT AREA SHOWN HEREON, THE VIENA STADIUM DISTRICT IS RESPONSIBLE FOR SUCH INSPECTION, MAINTENANCE, REPAIR, AND/OR RESTORATION IN ACCORDANCE WITH THAT CERTAIN CANAL MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 834, PAGE 241, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. TO THE EXTENT THAT ANY DRAINAGE PIPES, CULVERTS, OR STRUCTURES LOCATED WITHIN THE RIGHT-OF-WAY OF PINEDA BOULEVARD ARE ALSO WITHIN SAID DRAINAGE EASEMENT AREA, BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE PIPES AND STRUCTURES THAT CONVEY DRAINAGE FROM PINEDA BOULEVARD. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR ANY ROADWAY REPAIRS NECESSARY DUE TO THE FALLING AND SUBSEQUENT REPAIR OF ANY STORMWATER PIPES, CULVERTS, STORM STRUCTURES, OR FACILITIES ASSOCIATED WITH SUCH CANAL SYSTEM DRAINAGE EASEMENT LOCATED WITHIN THE PINEDA BOULEVARD RIGHT-OF-WAY.



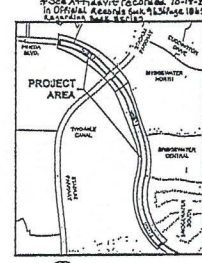
STATE PLANE COORDINATE NOTES:  
 THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE  
 NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1989 (NAD83/89).

A GPS CONTROL SURVEY UTILIZING THREE ASHTON PROGNAM 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING AGSOLUTIONS VERSION 2.7. THE STATION SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N LATITUDE	W LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
DUNN AZ 1/2 6	A07519	1,428,328.224	424,746.017	728,833.411	225,227.054	29°12'26.18402"	080°44'34.43202"	0.999949021	(+5)°07' 18.2"
BREVARD GPS 1000	A07524	1,422,940.486	433,842.842	742,090.093	226,756.744	29°14'46.01920"	080°44'14.68104"	0.999949436	(+5)°07' 25.8"
1057934A	A07546	1,416,452.518	431,735.820	748,845.034	227,841.605	28°15'48.27655"	080°43'06.11244"	0.999949250	(+5)°07' 57.5"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTOCAD LAND DEVELOPMENT DESKTOP, A PROJECT SCALE FACTOR OF 0.000001 WAS USED TO OBTAIN DISTANCES TO GRID DISTANCES. THE DISTANCES SHOWN ON THIS PLAT ARE GRID DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GRID DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



ROAD PLAT BOOK 5, PAGE 54  
 SHEET 1 OF 2 Road Plat Book 5 Page 54  
 SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, The Viera Company, being the owner in fee simple of the lands described in  
**DEDICATION**  
 PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3  
 Hereby dedicates said lands and plat for the use and purposes therein expressed and hereby declares the right-of-way of Pineda Boulevard as shown herein to be reserved to the public for the purpose of the public highway, drainage, storm, flood, utility and other purposes.

By: *[Signature]*  
 President: Todd L. Pokryszka  
 Attest: *[Signature]*  
 Secretary: Jay A. Decar, III



THE VIERA COMPANY  
 7380 MURRELL ROAD, SUITE 201  
 MELBOURNE, FLORIDA 32940

STATE OF FLORIDA COUNTY OF BREVARD  
 The foregoing instrument was acknowledged before me by means of a physical presence of the undersigned notary public, in and for the State of Florida, by Todd L. Pokryszka and Jay A. Decar, III, respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, on behalf of the company, who are personally known to me, or have produced at identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.  
*[Signature]*  
 May Ellen McRoberts  
 Notary Public, State of Florida  
 My Comm. Expires July 25, 2023  
 My Comm. No. 02364407

### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, who is a licensed professional surveyor and mapper, does hereby certify that on 02/21/2022, he completed the boundary survey of the lands shown on the foregoing plat and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance EC2008-00002 and that said lands located in Brevard County, Florida.  
 Registration Number: 581  
 LESLIE E. HOWARD  
 B.S.E. Consultants, Inc.  
 312 South Harbor City Boulevard, Suite 44  
 Melbourne, Fla. 32901  
 Certificate of Authorization Number: LB-0004905

### CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find it to conform with Chapter 177, part 1, Florida Statutes and County Ordinance EC2008-00002 (as amended).  
 Michael S. Conway, Professional Surveyor & Mapper, No. 4810

### CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts the right-of-way of Pineda Boulevard dedicated for the uses and purposes herein expressed on this plat.  
 Attest: *[Signature]*  
 Rachel M. Sidoroff  
 Clerk of the Board

### CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.  
 Attest: *[Signature]*  
 Rachel M. Sidoroff  
 Clerk of the Board

### CERTIFICATE OF CLERK

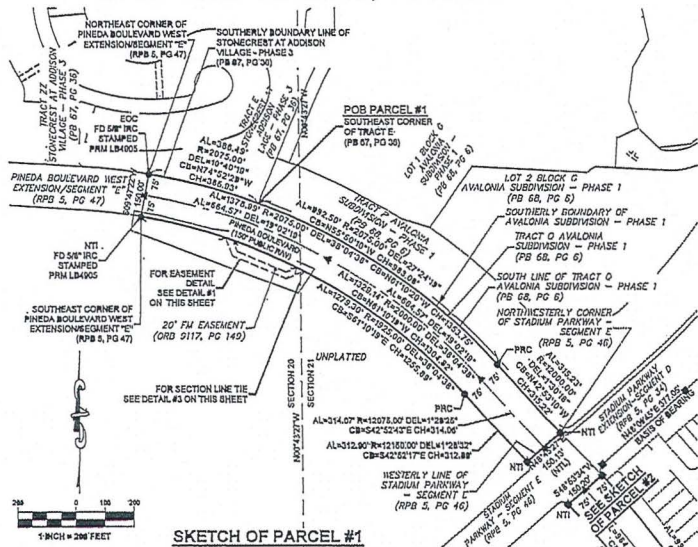
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on 02/21/2022.  
 Attest: *[Signature]*  
 Clerk of the Circuit Court in and for Brevard County, Florida

\*BE RECORDED IN ROAD PLAT BOOK SERIES  
 \*THIS PLAT PREPARED BY:  
 B.S.E. CONSULTANTS, INC.  
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 44  
 MELBOURNE, FLORIDA 32901  
 DATE: 02/21/2022  
 DESIGNER: HAK/TBS  
 DRAWING: 11554\_000\_201  
 PROJECT: 11554

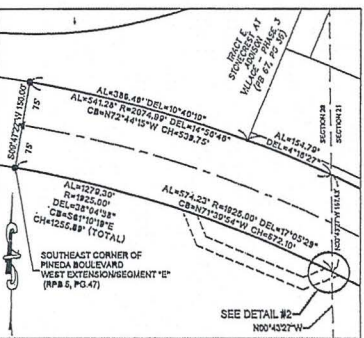


# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3

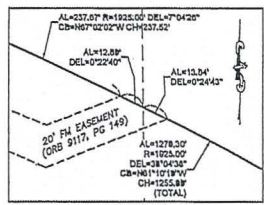
SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH,  
RANGE 36 EAST  
BREVARD COUNTY, FLORIDA



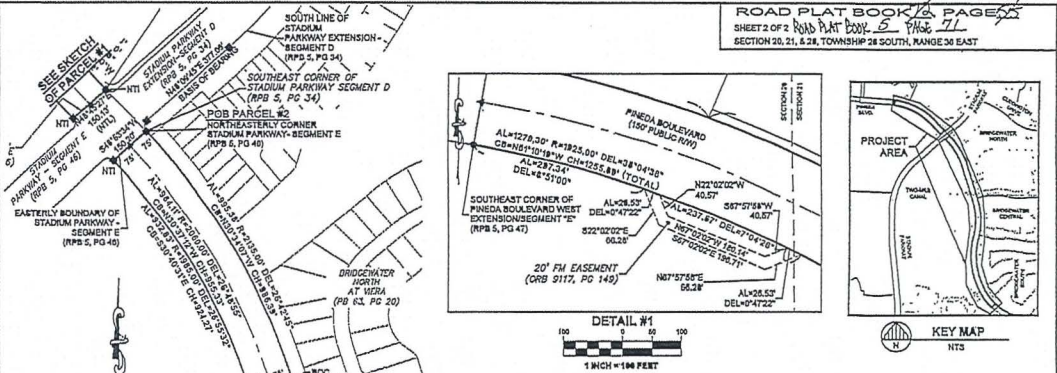
SKETCH OF PARCEL #1



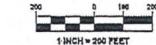
SECTION LINE TIE  
DETAIL #3  
1 INCH = 100 FEET



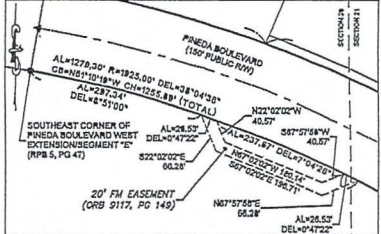
DETAIL #2  
1 INCH = 30 FEET



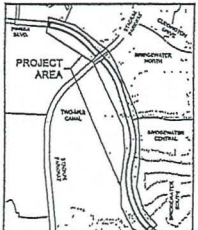
SKETCH OF PARCEL #2



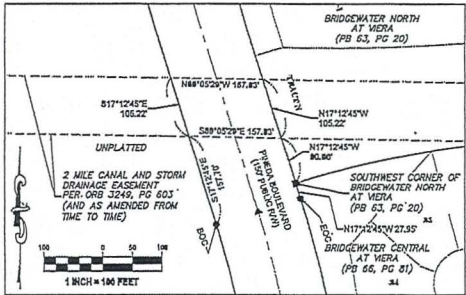
1 INCH = 200 FEET



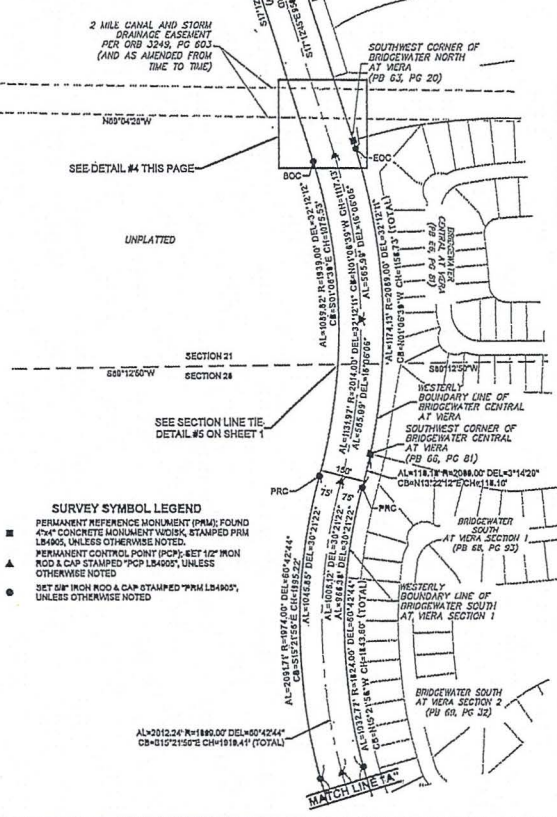
DETAIL #1  
1 INCH = 100 FEET



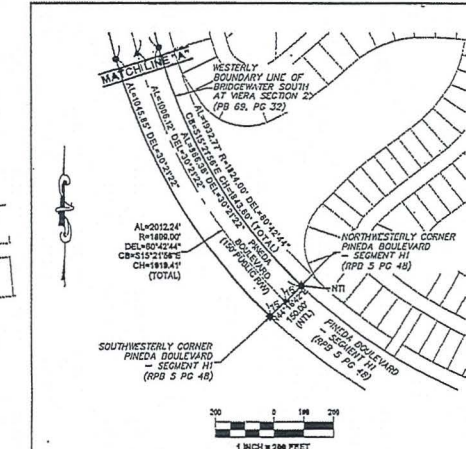
KEY MAP  
NTS



DETAIL #4  
1 INCH = 100 FEET



- SURVEY SYMBOL LEGEND**
- PERMANENT REFERENCE MONUMENT (PRM); FOUND 4"x4" CONCRETE MONUMENT W/ODC; STAMPED PRM LB4905, UNLESS OTHERWISE NOTED.
  - ▲ PERMANENT CONTROL POINT (PCP); SET 1/2" IRON ROD & CAP STAMPED PCP LB4905, UNLESS OTHERWISE NOTED.
  - SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED.



\* RE-BOUNDING IN ROAD PLAT BOOKS



**DEVELOPER BILL OF SALE & ASSIGNMENT**  
**[ACQUISITION OF SEGMENT F, PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H**  
**PHASE 2 PUBLIC INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT]**

This *Developer Bill of Sale & Assignment* (this "**Bill of Sale**") evidencing the conveyance of certain "Improvements" and "Work Product" described herein is made to be effective the 24<sup>th</sup> day of October 2023 by **The Viera Company, a Florida corporation ("Grantor")**, a Florida corporation, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to the **Viera Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, *Florida Statutes* ("**Grantee**"), whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

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

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

1. **Roadway Improvements:** All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, inlets, and pedestrian underpass improvements located within the portion of public right-of-way Pineda Boulevard more particularly depicted as "PINEDA BOULEVARD" on the Plat of Pineda Boulevard West Extension Segments F-G-H, Phases 1 - 3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida and as depicted as "Segment F" on the Village 2 Arterial Roadway Lengths Exhibit included as Schedule A attached hereto (containing 1,744 linear feet more or less) (said property being "Segments F Pineda Boulevard West Extension Segments F-G-H, Phase 2" and said plats being the "**Plats**"). Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2, has been improved as a 4-lane road.
2. **Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2.
3. **Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2.
4. **Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within Segment F, Pineda Boulevard West Extension Segments F-G-H, Phase 2.

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



5. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, "**Work Product**").
6. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product ("**Warranty and Indemnity Rights**"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights).

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

This instrument is subject to the following provisions:

- a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
- b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by Brevard County, Florida ("**County**"), the City of Cocoa, Florida ("**City**") or any other governmental entity in connection with the turnover of any of the Improvements to the County, City or other governmental entity, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.



- d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent, and lawful authority of any and all forms to take this action in this document and in this form.
- e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- f. This instrument shall be governed by, and construed under, the laws of the State of Florida.
- g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.
- h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Viera Stewardship District and The Viera Company Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated June 17, 2020, among other applicable agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A** or any amendment thereto approved by Grantor and Grantee from the available proceeds of the Grantee's Series 2023 Bonds, if any.

(SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this \_\_\_\_\_ day of October 2023.

**THE VIERA COMPANY,  
a Florida corporation**



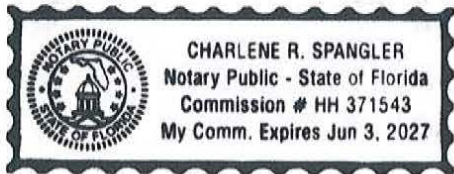
By: Todd J. Pokrywa  
Its: President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24<sup>th</sup> day of October 2023 by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation, (*check one*)  who is personally known to me or  who has produced a \_\_\_\_\_ as identification.

(Affix Notary Seal)

  
Notary Public, State of Florida  
My Commission Expires: 6/3/2027



**EXHIBIT A**  
**Description of Improvements, Work Product and Cost Chart**

**Improvements:**

**Roadway Improvements:** All roadways and related paving, curbs, pedestrian tunnel, railing, sidewalks, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within SEGMENT F of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1 - 3 ROAD Plat Book 5, Page 70 of the Public Records of Brevard County, Florida and as depicted as "SEGMENT F" on the Village 2 Arterial Roadway Lengths Exhibit included as **Schedule A** attached hereto (containing 1,744 linear feet more or less) (said property being "SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 "). SEGMENT F OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2 has been improved as a 4-lane road. Copies of the Plats are included as **Exhibit B**.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within SEGMENT F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Reuse Improvements:** All reuse water systems, components, and related improvements, including, but not limited to, pipes, located within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Potable Water Improvements:** All potable water distribution systems, components, and related improvements, including, but not limited to, pipes, within SEGMENTS F PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASE 2.

**Work Product:**

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



**Table 1 to Exhibit A– Reimbursable Costs**

<u>Seg F Pineda Blvd West Ext Seg F-G-H Phase 2</u>		<u>Estimated Total</u>	<u>VSD Claim</u>
		<u>Cost</u>	
<b>IMPROVEMENTS</b>			
<u>Invoice Number</u>	<u>Invoice Amount \$</u>		
<b>Brewer Paving &amp; Development, LLC - 11554.04</b>		\$ 3,540,017.50	
Change Order No. 1		\$ 270,000.00	
Change Order No. 2		\$ 13,600.00	
Change Order No. 3		\$ 17,559.80	
Change Order No. 4		\$ -	
Change Order No. 5		\$ 34,352.50	
Change Order No. 6		\$ 2,398.99	
Pay App #1 (period to 06/25/22)	\$22,500.00		
Pay App #2 (period to 07/25/22)	\$149,400.00		
Pay App #3 (period to 08/25/22)	\$27,170.64		
Pay App #4 (period to 09/25/22)	\$16,020.00		
Pay App #5 (period to 10/25/22)	\$311,175.00		
Pay App #6 (period to 11/25/22)	\$344,893.50		
Pay App #7 (period to 12/25/22)	\$95,940.00		
Pay App #8 (period to 01/25/23)	\$111,510.00		
Pay App # 9 (period to 02/25/23)	\$187,980.30		
Pay App #10 (period to 03/25/23)	\$179,100.00		
Pay App #11 (period to 04/25/23)	\$770,400.00		
Pay App #12 (period to 05/25/23)	\$384,952.32		
Pay App #13 (period to 06/25/23)	\$275,641.56		
Pay App #14 (period to 07/25/23)	\$511,542.00		
Pay App #15 (period to 08/25/23)	\$44,574.75		
Pay App #16 (period to 09/25/23)	\$57,335.84		
Pay App #17 (period to 09/25/23) Final	\$387,792.88		
<b>Sub-total</b>			<b>\$3,877,928.79</b>
<b>Brewer Rental Invoices</b>			
Invoice - 05/16/23 Dirt Haul	\$6,326.00		
Invoice - 20191365 - 01/10//23 Hand Dig 16'	1,565.63		
			<b>\$7,891.63</b>
<b>Sub-total</b>		<b>\$7,891.63</b>	

<b>B.S.E. Consultants – File #11554.04</b>			
Proposal - 04/19/2022		\$ 72,000.00	
Invoice 17998 - 07/29/2022 - Check 210041	\$2,224.68		
Invoice 18155 - 08/03/2022 - Check 210082	\$720.00		
Invoice 18343 - 09/02/2022 - Check 210171	\$433.12		
Invoice 18646 - 10/21/2022 - Check 210404	\$1,798.30		
Invoice 18836 - 12/15/2022 - Check 210623	\$998.01		
Invoice 18910 - 12/22/2022- Check 210657	\$775.92		
Invoice 12468 - 03/16/2023 - Check 210997	\$3,100.69		
Invoice 12689 - 04/27/2023 - Check 211216	\$1,228.51		
Invoice 13084 - 05/20/2023 - Check 211258	\$4,644.89		
Invoice 13508 - 06/12/2023 - Check 211357	\$2,529.23		
Invoice 19109 - 06/23/2023 - Check 211320	\$1,089.09		
Invoice 14126 - 08/10/2023 - Check 211663	\$2,785.88		
Invoice 13853 - 08/04/2023 - Check 211469	\$2,093.11		
Invoice 14873 - 09/13/2023 - Check 211772	\$4,342.49		
Invoice 14688 - 10/03/2023 - Check 211752	\$4,255.22		
Invoice 15182 - 10/04/2023 - Check 211837	\$4,150.16		
Invoice 15303 - 10/09/2023 - Check 211837	\$7,500.00		
<b>Sub-total – VSD Work</b>			<b>\$44,669.30</b>
<b>KCI - Funds DirectTransfer - No Checks</b>			
Invoice 14256 - 07/01/2022	\$100.00		
Invoice 14640 - 08/01/2022	\$100.00		
Invoice 15138 - 09/01/2022	\$400.00		
Invoice 15588 - 10/03/2022	\$400.00		
Invoice 15997 - 11/01/2022	\$400.00		
Invoice 16380 - 12/01/2022	\$400.00		
Invoice 16928 - 01/02/2023	\$400.00		
Invoice 17339 - 02/01/2023	\$400.00		
Invoice 17815 - 03/01/2023	\$400.00		
Invoice 18299 - 04/03/2023	\$400.00		
Invoice 18865 - 05/01/2023	\$400.00		
Invoice 19333- 06/01/2023	\$400.00		
Invoice 20160-08/01/2023	\$400.00		
Invoice 19768- 07/03/2023	\$400.00		
Invoice 20857-09/01/2023	\$400.00		
Invoice 21152 - 10/26/2023	\$225.00		
<b>Sub-total – VSD Work</b>		<b>\$5,625.00</b>	<b>\$5,625.00</b>

<b>Universal</b>			
Proposal 1941543v2		\$ 20,367.60	
Invoice 00631215 - 07/31/2022 Check 210039	\$990.00		
Invoice 00641324 - 09/01/2022 Check 210168	\$330.00		
Invoice 00673208 - 01/04/2023 Check 210716	\$1,567.50		
Invoice 00690207 - 03/01/2023 Check 210954	\$1,564.20		
Invoice 00698565 - 03/31/2023 Check 211039	\$629.20		
Invoice 00708419 - 05/01/2023 Check 211177	\$1,667.60		
Invoice 00718003 - 06/07/2023 Check 211261	\$665.50		
Invoice 00681182- 02/01/2023 Check 211261	\$495.00		
Invoice 00726163- 07/01/2023 Check 211461	\$432.85		
Invoice 00735917- 07/31/2023 Check 211605	\$3,399.00		
Invoice 00745679- 09/01/2023 Check 211751	\$811.80		
<b>Subtotal – VSD Work</b>			<b>\$12,552.65</b>
<b>Hugh Cotton Insurance</b>			
Invoice 1767 - Bond #107911237 Check 211778	\$4,912.00	\$4,912.00	\$4,912.00
<b>TOTALS:</b>		<b>\$3,988,725.02</b>	<b>\$3,953,579.37</b>



**SCHEDULE A**

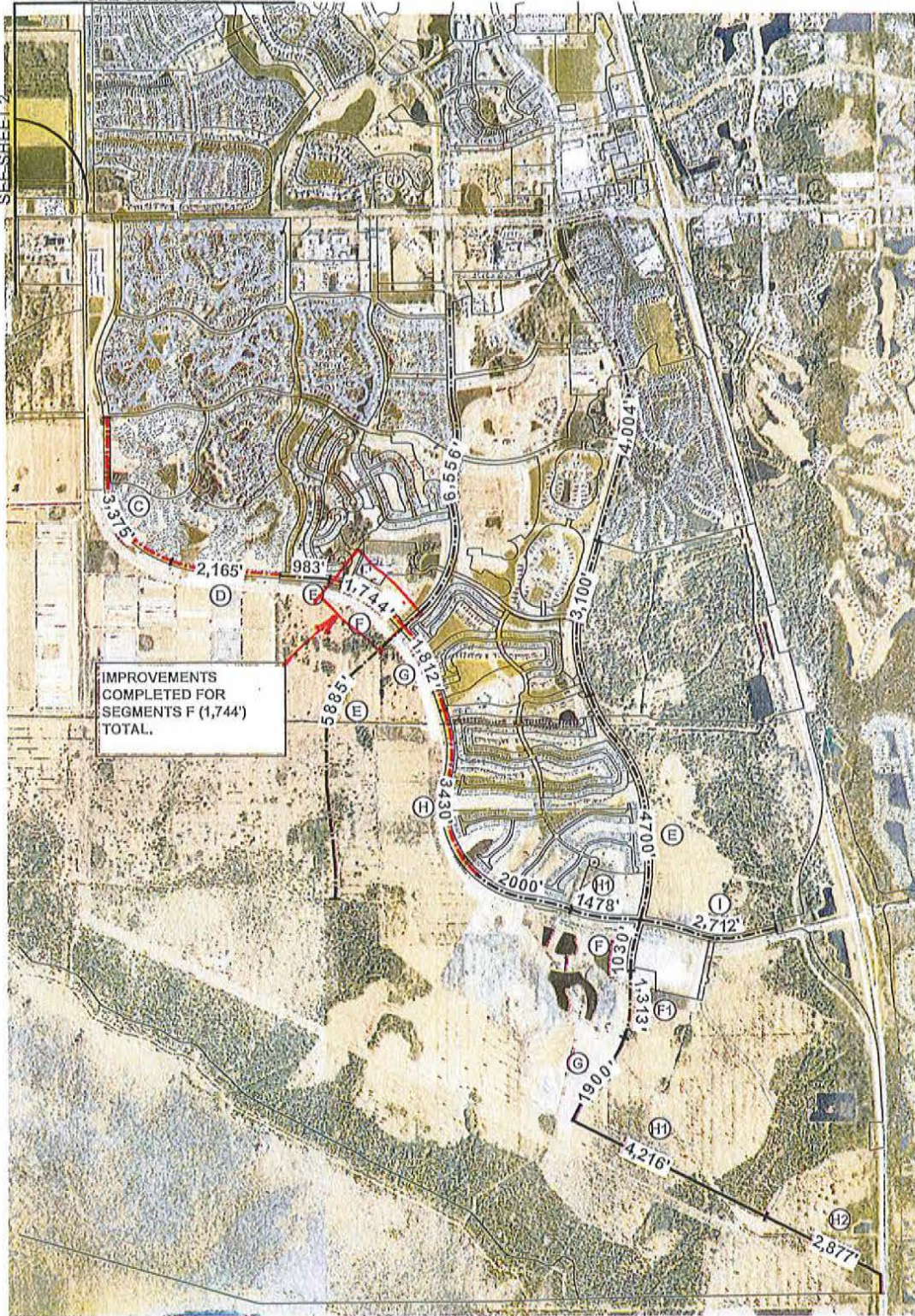
**VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT**

**(See attached)**

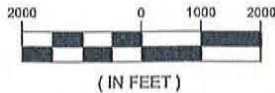


SEE SHEET 2

SEE SHEET 2



IMPROVEMENTS  
COMPLETED FOR  
SEGMENTS F (1,744')  
TOTAL.



**LEGEND**

- COMPLETED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- UNDER CONSTRUCTION (2022-2023)

**VILLAGE 2  
ARTERIAL ROADWAY LENGTHS EXHIBIT**



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 404 MELBOURNE, FL 32901  
PHONE: (321) 725-2612 FAX: (321) 724-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 160004905

DATE: 10/18/16  
DESIGN/DRAWN: HALMFV  
DRAWING#: 1039301\_201\_008  
PROJECT#: 10393.01  
SHEET 1 OF 2

H:\Projects\Folder10393.01\Drawings\1039301\_201\_008.dwg April 25, 2023 2:06:52 PM DF

REVISION #2 4/26/23  
REVISION #1 3/2/22



**EXHIBIT B**  
**The Plat (See Attached)**

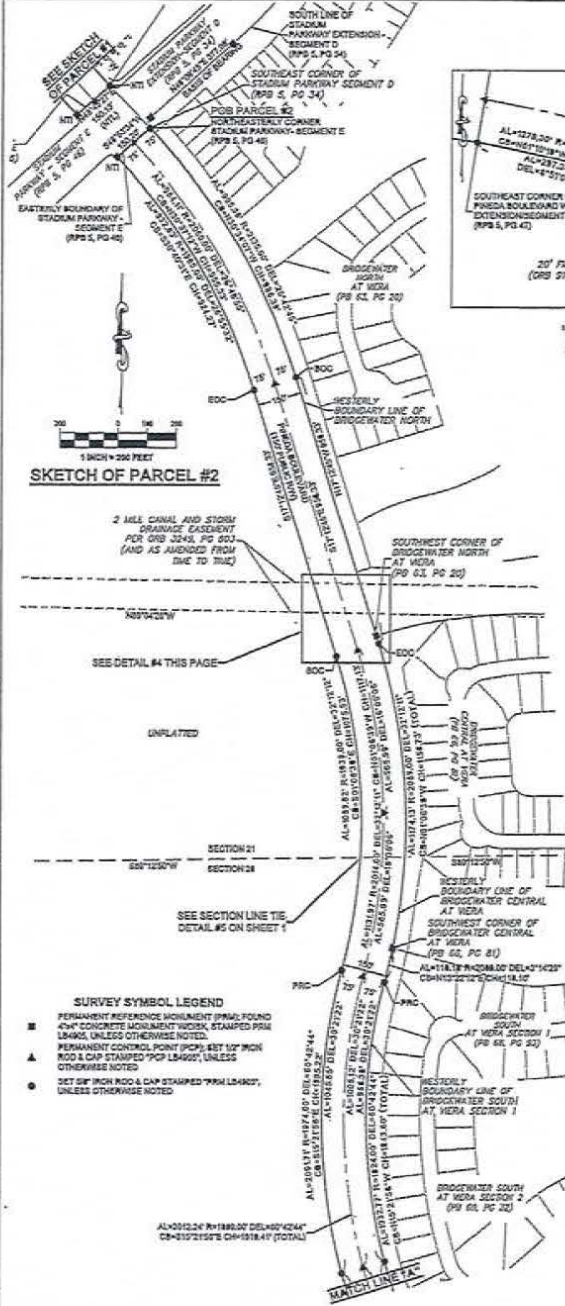
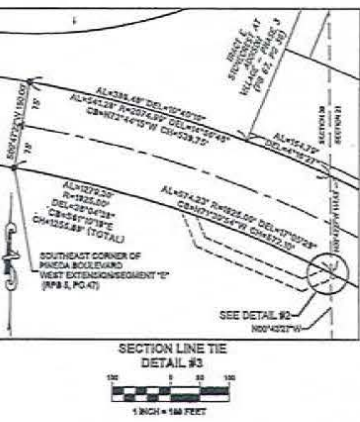
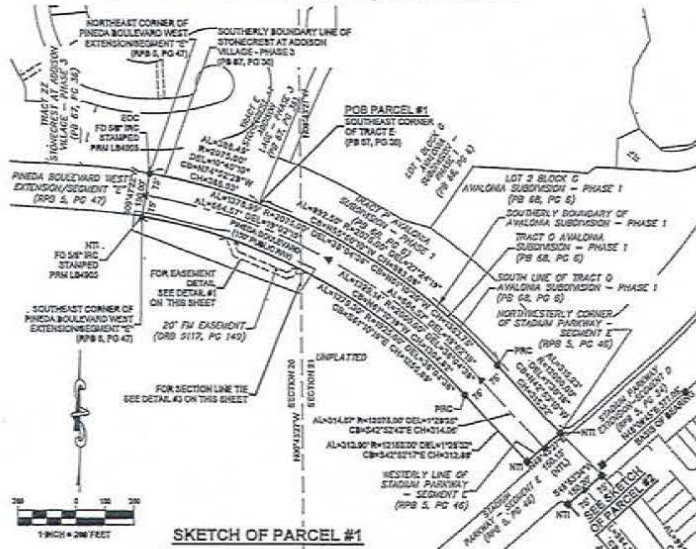




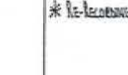
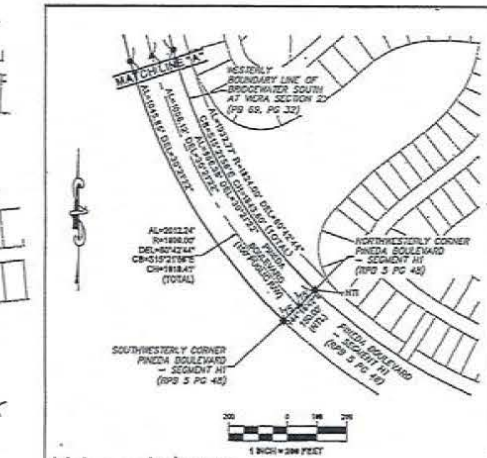
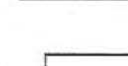
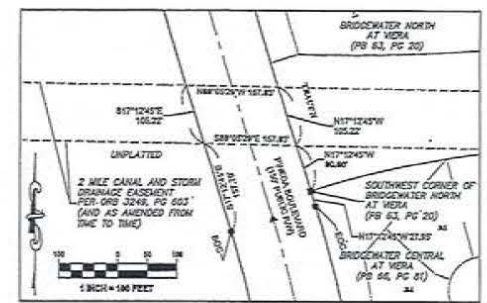
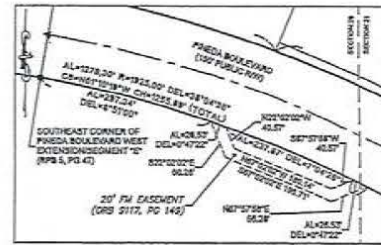


# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3

SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH,  
RANGE 36 EAST  
BREVARD COUNTY, FLORIDA



ROAD PLAT BOOK PAGE 71  
SHEET 2 OF 2 ROAD PLAT BOOK 71  
SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST



- SURVEY SYMBOL LEGEND**
- PERMANENT REFERENCE MONUMENT (PRM): POUND "N" CONCRETE MONUMENT, IRON, STAMPED PRL LB40, UNLESS OTHERWISE NOTED.
  - PERMANENT CONTROL POINT (PCP): SET "N" IRON ROD & CAP STAMPED "PRL LB40", UNLESS OTHERWISE NOTED.
  - SET "N" IRON ROD & CAP STAMPED "PRL LB40", UNLESS OTHERWISE NOTED.

\* Re-Recording in Road Plat Books

THIS PLAT PREPARED BY:  
B.S.E. CONSULTANTS, INC.  
DATE: 07/20/22  
DESIGNER: MARISSA  
DRAWN: 11/24/2021  
PROJECT: 11554

**BILL OF SALE**  
**(Pineda Boulevard Segment F-G-H-Phase 2)**

**KNOW ALL MEN BY THESE PRESENTS**, that VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes, hereinafter called “**SELLER**”, and in consideration of the sum of **ONE DOLLAR AND NO/100 (\$1.00)** and other valuable considerations, to them paid by the **CITY OF COCOA, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called “**CITY**”, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto the **CITY**, and its successors and assigns, the following described property, assets, and rights, to wit:

*All of the water lines, water mains, and appurtenances located within the real property located in Brevard County, Florida that is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Improvements**”).*

**TO HAVE AND TO HOLD** all of the foregoing Improvements unto the **CITY**, and its successors and assigns, for its own use forever, free and clear, and discharged of and from any and all obligations, claims, or liens.

**AND** **SELLER** does hereby covenant to and with the **CITY**, and its successors and assigns, that **SELLER** is the lawful owner of the Improvements; that the Improvements are free from all encumbrances, that **SELLER** has good right to sell the Improvements, and that **SELLER** will warrant and defend the sale of the Improvements hereby made unto the **CITY**, and its successors and assigns, against the lawful claims and demands of all persons whosoever.

The **CITY**, by the acceptance of this Bill of Sale, acknowledges and agrees that **SELLER** make no warranties or representations, either expressed or implied, as to the fitness and condition of the Improvements, the **CITY** agreeing that the Improvements are being conveyed to it in an “as is” condition.

**IN WITNESS WHEREOF** **SELLER** has caused this Bill of Sale to be signed in its name by its Chairman as of the day and year above written.

Signed, sealed, and delivered:

**SELLER:**

**VIERA STEWARDSHIP DISTRICT**,  
a special purpose unit of local government  
established pursuant to Chapter 2006-360, Laws of  
Florida, as amended, and Chapter 189, Florida  
Statutes

Benjamin E. Wilson  
WITNESS

BY:   
**TODD J. POKRYWA, CHAIRMAN**

Karen P. Prosser  
WITNESS



**STATE OF FLORIDA  
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day before me personally appeared ✓ by physical presence or \_\_\_\_\_ online notarization **TODD J. POKRYWA, AS CHAIRMAN OF VIERA STEWARDSHIP DISTRICT**, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be his free act and deed for the uses and purposed therein mentioned. **TODD J. POKRYWA** is personally known by me and did not take an oath.

WITNESS my hand and official seal at **BREVARD, FLORIDA**, said County and State, this 25<sup>th</sup> day of **October 2023**.

*Benjamin E. Wilson*

\_\_\_\_\_  
NOTARY PUBLIC

Exhibit A

Description of the Property Containing the Improvements

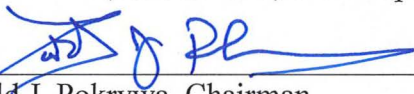
That portion of public right-of-way Pineda Boulevard more particularly depicted as Pineda Boulevard in the Plat of PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F," "G," AND "H" PHASES 1-3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida.

**UTILITY AND PUBLIC INFRASTRUCTURE CONVEYANCE**  
**(Pineda Boulevard Segments F-G-H-Phase 2 - Public Infrastructure Improvements)**

VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes ("Owner") for consideration received, does hereby grant and convey to the Brevard County Board of County Commissioners ownership of all the public infrastructure improvements set forth in Exhibit "A" attached hereto and incorporated herein by this reference connected and located within the real property located in Brevard County, Florida more particularly described as Pineda Boulevard in the Plat of PINEDA BOULEVARD WEST EXTENSION SEGMENTS F-G-H PHASES 1-3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida (the "Plat"), with a copy of the Plat included as Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Improvements"). The Improvements exclude all potable water lines, water mains, and appurtenances located within the above-referenced real property, which have been conveyed to the City of Cocoa, Florida by grantor pursuant to a separate Bill of Sale instrument.

OWNER:

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


By:  10/25/23  
Todd J. Pokrywa, Chairman (Date)

 Witness

 Witness

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument of conveyance was acknowledged before me by  physical presence or \_\_\_\_\_ online notarization this 25<sup>th</sup> day of October 2023 by Todd J. Pokrywa, Chairman, of VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes, who is personally know to me and who did not take an oath.

  
Notary Public

My commission expires: 10/10/25



**BENJAMIN E. WILSON**  
Commission # HH 140832  
Expires October 10, 2025  
Bonded Thru Budget Notary Services



## EXHIBIT A

### Description of Improvements

#### Improvements:

**Roadway Improvements:** All roadways and related paving, curbs, signalization, landscaping, hardscaping, drainage, gutter, pipes, and inlets located within "Pineda Boulevard-Segment F-G-H-Phase 2" (as defined herein). Pineda Boulevard-Segment F-G-H-Phase 2 is more particularly depicted as "Pineda Boulevard" on the Plat of PINEDA BOULEVARD / SEGMENTS "F," "G," AND "H" PHASES 1-3 recorded in Road Plat Book 5, Page 70, of the Public Records of Brevard County, Florida and as depicted as "Segment "F" on the Village 2 Arterial Roadway Lengths Exhibit included as Schedule A attached hereto (containing 1,744 linear feet more or less) (said property being "**Pineda Boulevard-Segment F-G-H-Phase 2**"). Pineda Boulevard-Segment F-G-H-Phase 2 has been improved as a 4-lane road. A copy of the Plat is included as Exhibit B.

**Stormwater Improvements:** All stormwater management systems, including, but not limited to, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities and system components and improvements located within Pineda Boulevard-Segment F-G-H-Phase 2.

**Reuse Improvements:** All reuse water systems, components and related improvements, including, but not limited to, pipes, located within Pineda Boulevard-Segment F-G-H-Phase 2E.

**Exhibit "B"**

**The Plat**



# PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F", "G", AND "H" PHASES 1-3 SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

22 Fm0006

ROAD PLAT BOOK 18, PAGE 54  
SHEET 1 OF 2 Road Plat Book 18, Page 54  
SECTION 20, 21, & 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST & See below

**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS, THE VIERRA COMPANY, being the owner in fee simple of the lands described in

**PINEDA BOULEVARD WEST EXTENSION  
SEGMENTS "F", "G", AND "H" PHASES 1-3**

Hereby dedicates said lands and plat for the uses and purposes therein expressed and hereby dedicates the right-of-way of Pineda Boulevard as shown herein to Brevard County for the perpetual use of the public for roadway, drainage, stormwater, utilities and recreational purposes.

By: Todd J. Polynya  
President, Todd J. Polynya  
Attest: Jay A. Decator, II  
Secretary, Jay A. Decator, II



THE VIERRA COMPANY  
7300 MURRELL ROAD, SUITE 201  
MELBOURNE, FLORIDA 32906  
STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or     online notarization, this 10/12/2022 at 10:23 AM by Todd J. Polynya and Jay A. Decator, II, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me ✓ or have produced as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.  
Mary Ellen McRobben  
Notary Public, State of Florida  
My Comm. Expires July 26, 2023  
Comm. No. 03340407

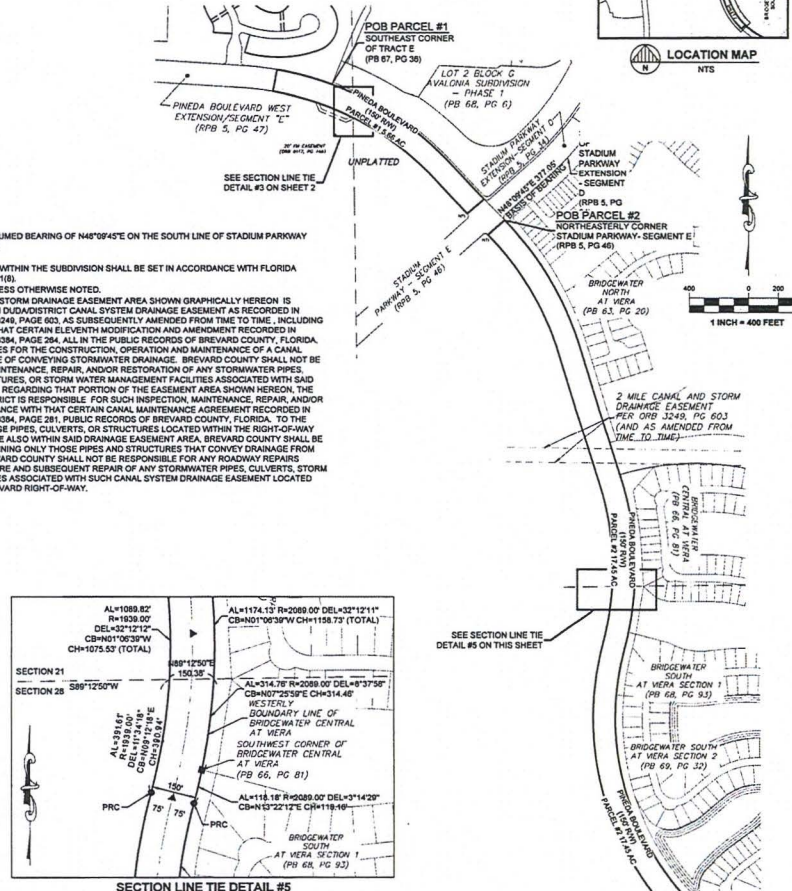
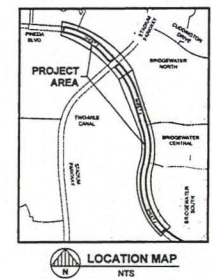
**CERTIFICATE OF SURVEYOR**  
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 03/28/2022 he completed the boundary survey of the lands shown on the foregoing plat and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance 82-336 and all other laws and regulations that apply to the practice of surveying and mapping and that said lands are located in Brevard County, Florida.  
Registration Number: 5811  
LESLIE E. HOWARD  
B.S.E. Consultants, Inc.  
312 South Hunter City Boulevard, Suite #4  
Melbourne, Fla. 32901  
Certificate of Authorization Number: LB-0004905

**CERTIFICATE OF COUNTY SURVEYOR**  
I HEREBY CERTIFY that I have reviewed the foregoing plat and find it to conform with Chapter 177, part 1, Florida Statutes and County Ordinance 82-284 (10/1) as amended.  
Michael J. Sweeney, Professional Surveyor & Mapper, No. 49702, State of Florida

**CERTIFICATE OF ACCEPTANCE OF DEDICATION  
BY BOARD OF COUNTY COMMISSIONERS**  
THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts the right-of-way of Pineda Boulevard dedicated for the uses and purposes herein expressed on this plat.  
Attest: Rachel M. Sadoff  
Clerk of the Board

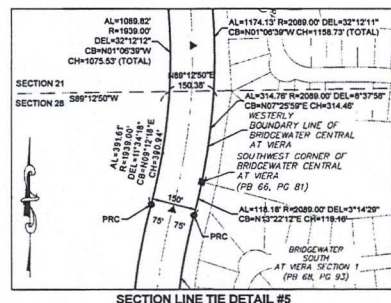
**CERTIFICATE OF APPROVAL  
BY BOARD OF COUNTY COMMISSIONERS**  
THIS IS TO CERTIFY, That on 10/12/2022 the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.  
Attest: Rachel M. Sadoff  
Clerk of the Board

**CERTIFICATE OF CLERK**  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on 10/12/2022 at 10:23 AM.  
Attest: Rachel M. Sadoff  
Clerk of the Circuit Court in and for Brevard County, Florida



**PLAT NOTES**

1. BEARING REFERENCE, ASSUMED BEARING OF N48°09'45"E ON THE SOUTH LINE OF STADIUM PARKWAY SEGMENT D, P.P.S. 5, PG. 34.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177 (09/03).
3. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. THE TWO-MILE CANAL AND STORM DRAINAGE EASEMENT AREA, SHOWN GRAPHICALLY HEREON IS SUBJECT TO THAT CERTAIN DRAINAGE CANAL SYSTEM DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3248, PAGE 603, AS SUCCESSIVELY AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION, BY THAT CERTAIN ELEVENTH MODIFICATION AND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8384, PAGE 284, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH EASEMENT PROVIDES FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CANAL SYSTEM FOR THE PURPOSE OF CONVEYING STORMWATER DRAINAGE. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RESTORATION OF ANY STORMWATER PIPES, CULVERTS, STORM STRUCTURES, OR STORM WATER MANAGEMENT FACILITIES ASSOCIATED WITH SAID DRAINAGE EASEMENT AND, REGARDING THAT PORTION OF THE EASEMENT AREA SHOWN HEREON, THE VIERRA STEWARDSHIP DISTRICT IS RESPONSIBLE FOR SUCH INSPECTION, MAINTENANCE, REPAIR, AND/OR RESTORATION IN ACCORDANCE WITH THAT CERTAIN CANAL MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8384, PAGE 281, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TO THE EXTENT THAT ANY DRAINAGE PIPES, CULVERTS, OR STRUCTURES LOCATED WITHIN THE RIGHT-OF-WAY OF PINEDA BOULEVARD ARE ALSO WITHIN SAID DRAINAGE EASEMENT AREA. BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE PIPES AND STRUCTURES THAT CONVEY DRAINAGE FROM PINEDA BOULEVARD. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR ANY ROADWAY REPAIRS NEEDED DUE TO THE FAILURE AND SUBSEQUENT REPAIR OF ANY STORMWATER PIPES, CULVERTS, STORM STRUCTURES, OR FACILITIES ASSOCIATED WITH SUCH CANAL SYSTEM DRAINAGE EASEMENT LOCATED WITHIN THE PINEDA BOULEVARD RIGHT-OF-WAY.



PINEDA BOULEVARD SEGMENTS F, G AND H  
2 PARCELS OF LAND LYING IN SECTIONS 20, 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL #1**  
BEGIN AT THE SOUTHEAST CORNER OF TRACT E, STONECREST AT ADDISON VILLAGE - PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK #1, PAGE 50, PUBLIC RECORDS BREVARD COUNTY, FLORIDA, AND RUN WESTERLY ALONG THE ARC OF THE CURVED SOUTHERLY BOUNDARY LINE OF SAID STONECREST AT ADDISON VILLAGE - PHASE 3, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 2075.00 FEET, A CENTRAL ANGLE OF 10°40'14", A CHORD BEARING OF N14°52'27"W AND A CHORD LENGTH OF 285.00 FEET), A DISTANCE OF 286.45 FEET TO THE NORTHEAST CORNER OF PINEDA BOULEVARD WEST EXTENSION SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 5, PAGE 47, PUBLIC RECORDS BREVARD COUNTY, FLORIDA, THENCE S09°47'20"W ALONG THE EAST BOUNDARY OF SAID PINEDA BOULEVARD WEST EXTENSION SEGMENT E, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PINEDA BOULEVARD WEST EXTENSION SEGMENT E AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1925.00 FEET, A CENTRAL ANGLE OF 38°34'38", A CHORD BEARING OF S81°10'19"E AND A CHORD LENGTH OF 1255.89 FEET), A DISTANCE OF 1279.30 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 15.150.00 FEET, A CENTRAL ANGLE OF 1°28'22", A CHORD BEARING OF S42°52'17"E AND A CHORD LENGTH OF 312.80 FEET), A DISTANCE OF 312.80 FEET TO A NON-TANGENT INTERSECTION WITH THE WESTERLY BOUNDARY OF STADIUM PARKWAY - SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 5, PAGE 48, PUBLIC RECORDS BREVARD COUNTY, FLORIDA, THENCE N44°42'47"E ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 150.13 FEET TO THE NORTHWESTERLY CORNER OF SAID STADIUM PARKWAY - SEGMENT E AND A NON-TANGENT INTERSECTION WITH THE CURVED SOUTHERLY BOUNDARY OF AVAIONA SUBDIVISION - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE ALONG THE ARC OF THE CURVED SOUTHERLY BOUNDARY OF SAID AVAIONA SUBDIVISION - PHASE 1, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12,000.00 FEET, A CENTRAL ANGLE OF 1°20'18", A CHORD BEARING OF N42°31'07"W AND A CHORD LENGTH OF 315.22 FEET), A DISTANCE OF 315.22 FEET TO A POINT OF REVERSE CURVATURE, THENCE CONTINUE ALONG THE SOUTHERLY BOUNDARY OF SAID AVAIONA SUBDIVISION - PHASE 1 AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2075.00 FEET, A CENTRAL ANGLE OF 27°24'14", A CHORD BEARING OF N55°57'19"W AND A CHORD LENGTH OF 963.06 FEET), A DISTANCE OF 962.50 FEET TO THE POINT OF BEGINNING, CONTAINING 5.88 ACRES, MORE OR LESS.

TOGETHER WITH  
**PARCEL #2**  
BEGIN AT THE NORTHEASTERLY CORNER OF STADIUM PARKWAY SEGMENT E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 5, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF STADIUM PARKWAY SEGMENT D AS RECORDED IN ROAD PLAT BOOK 5, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND RUN S44°53'34"W ALONG THE EASTERLY BOUNDARY OF SAID STADIUM PARKWAY - SEGMENT E, A DISTANCE OF 150.30 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE SOUTHWESTERLY BOUNDARY OF BRIDGEWATER NORTH AT VIERA AS RECORDED IN PLAT BOOK 63, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1985.00 FEET, A CENTRAL ANGLE OF 28°29'52", A CHORD BEARING OF S33°19'17"E AND A CHORD LENGTH OF 624.27 FEET), A DISTANCE OF 622.83 FEET TO THE END OF SAID CURVE, THENCE S17°12'49"E, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE SOUTHWESTERLY BOUNDARY OF SAID BRIDGEWATER NORTH AT VIERA, (SAID CURVE BEING CURVED CONCAVE TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER CENTRAL AT VIERA AS RECORDED IN PLAT BOOK 66, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 868.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIERA, AND PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER SOUTH AT VIERA SECTION 1, AS RECORDED IN PLAT BOOK 68, PAGE 63, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 1830.00 FEET, A CENTRAL ANGLE OF 32°12'12", A CHORD BEARING OF S01°06'39"E AND A CHORD LENGTH OF 1074.43 FEET), A DISTANCE OF 1069.82 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 1 AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF BRIDGEWATER SOUTH AT VIERA SECTION 2, AS RECORDED IN PLAT BOOK 69, PAGE 32, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1874.00 FEET, A CENTRAL ANGLE OF 69°42'04", A CHORD BEARING OF S19°15'19"E AND A CHORD LENGTH OF 1965.22 FEET), A DISTANCE OF 209.11 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST AND THE SOUTHWESTERLY CORNER OF PINEDA BOULEVARD - SEGMENT H1, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE N44°19'47"E ALONG SAID NON-TANGENT LINE AND ALONG THE BOUNDARY OF SAID PINEDA BOULEVARD - SEGMENT H1 AND A NON-TANGENT INTERSECTION WITH THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 2, THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 150.00 FEET WESTERLY OF, (AS MEASURED PERPENDICULARLY), THE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH SECTION 1, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1843.00 FEET), A DISTANCE OF 1922.77 FEET TO A POINT OF REVERSE CURVATURE, THENCE CONTINUE ALONG THE ARC OF SAID CURVE WESTERLY BOUNDARY OF SAID BRIDGEWATER SOUTH AT VIERA SECTION 1 AND ALONG THE ARC OF THE CURVED WESTERLY BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIERA, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2080.00 FEET, A CENTRAL ANGLE OF 32°12'11", A CHORD BEARING OF N01°30'39"W AND A CHORD LENGTH OF 1150.73 FEET), A DISTANCE OF 1174.12 FEET TO THE END OF SAID CURVE, THENCE N17°24'27"W ALONG THE BOUNDARY OF SAID BRIDGEWATER CENTRAL AT VIERA AND ALONG THE BOUNDARY OF SAID BRIDGEWATER NORTH AT VIERA, A DISTANCE OF 606.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG THE BOUNDARY OF SAID BRIDGEWATER NORTH AT VIERA AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 28°42'45", A CHORD BEARING OF N03°34'07"W AND A CHORD LENGTH OF 988.30 FEET), A DISTANCE OF 995.38 FEET TO THE POINT OF BEGINNING, CONTAINING 17.45 ACRES, MORE OR LESS.

STATE PLANE COORDINATE NOTES:  
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE.  
NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).  
A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 10/24/04.  
THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTECH SOLUTIONS VERSION 2.7.  
THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

STATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE
DESIGN AZ MK #	AQK519	1,428,328.224	434,746.017	738,833.411	225,227.354	28°15'28.1992"	080°44'34.4302"	0.99994903	(+10°07' 18.2"
BREVARD GPS 106	AQK294	1,422,840.488	433,082.842	740,680.003	225,759.744	28°14'51.6182"	080°44'14.9816"	0.99994836	(+10°07' 27.3"
1 95 739484	AQK845	1,416,423.318	431,735.530	740,854.034	227,641.565	28°13'48.2276"	080°43'06.1124"	0.99992550	(+10°07' 58.6"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP, A PROJECT SCALE FACTOR OF 0.999900 WAS USED TO CONVERT GRID DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS PLAT PREPARED BY  
**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
1100 UNIVERSITY BLVD., SUITE 100  
MELBOURNE, FLORIDA 32901  
DATE: 07/21/2022  
DESIGN/DRAWN: HAK / TBS  
DRAWING NO: 11554\_HAK\_001  
PROJECT #: 11554





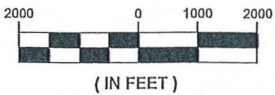
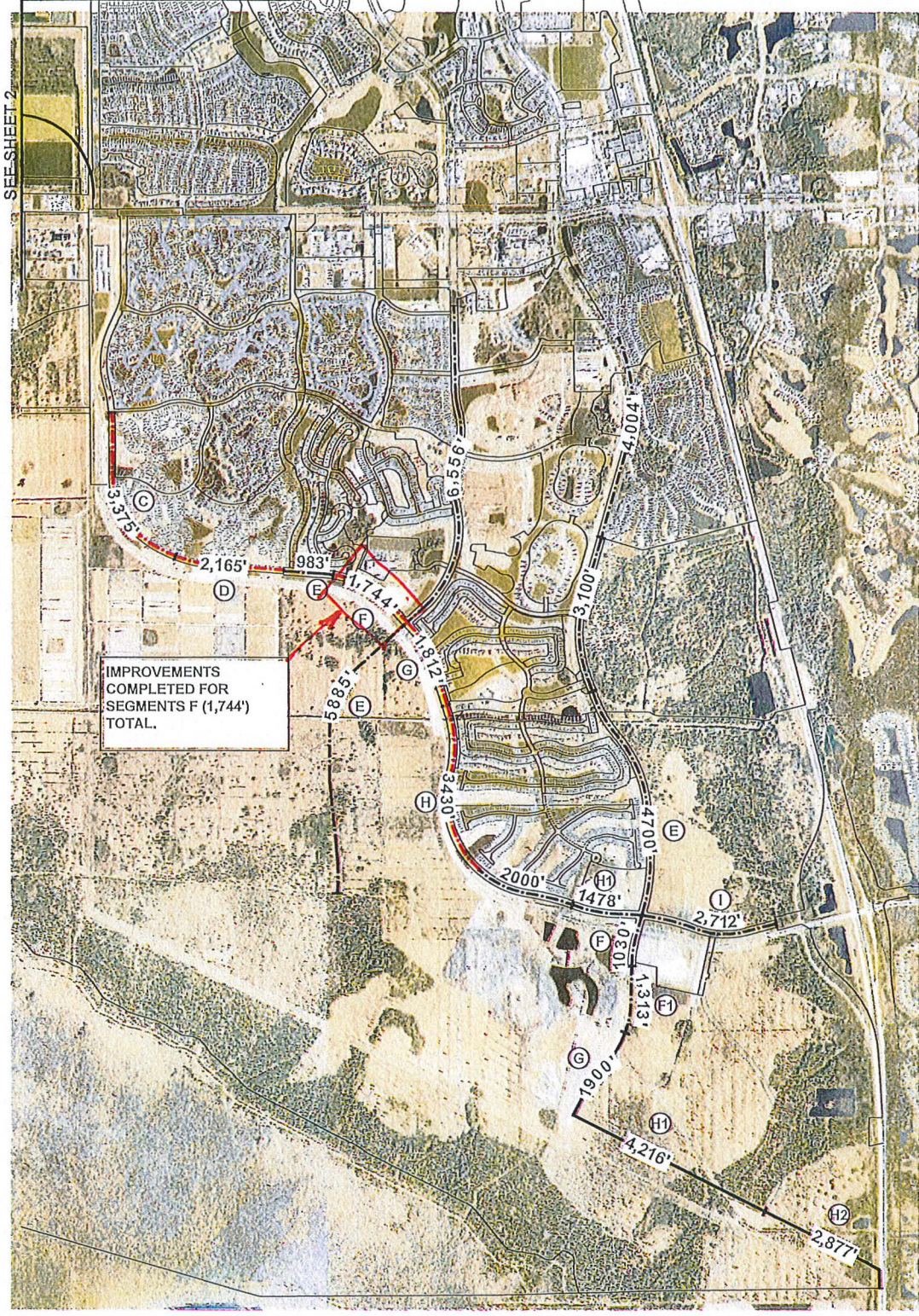
**SCHEDULE A**

**VILLAGE 2 ARTERIAL ROADWAY LENGTHS EXHIBIT**

**(See attached)**



SEE SHEET 2



**LEGEND**

- COMPLETED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- UNDER CONSTRUCTION (2022-2023)

**VILLAGE 2  
ARTERIAL ROADWAY LENGTHS EXHIBIT**

H:\Projects\Folder1039301\Drawings\1039301\_200\_008.dwg April 25, 2023 2:06:52 PM DF

REVISION #2 4/28/23  
REVISION #1 3/21/22



**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: 10/18/16  
 DESIGN/DRAWN: HALWFV  
 DRAWING#: 1039301\_201\_008  
 PROJECT#: 10393.01  
 SHEET 1 OF 2



**VIERA  
STEWARDSHIP DISTRICT**

**6HI**

# Work Authorization #36

October 10, 2023

Viera Stewardship District  
Board of Supervisors  
Brevard County, Florida

Subject: Work Authorization #36  
Environmental Professional Fiscal Year 2023/2024  
ZC 15039EP24

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2023/2024. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

## **Environmental Professional-Fiscal Year 2024**

### *Scope of Services*

ZCA will represent the VSD as the Environmental Professional (EP) for fiscal year 2023/2024 and will perform services as requested by the VSD which may include the following services. The EP shall consult with the VSD, A. Duda & Sons (ADS) and the Viera Company (TVC) as requested, to review the Habitat Management Plan (HMP), and other environmental obligations required by various issued environmental permits. ZCA shall perform two (2) site visits per year to review the conditions of the Viera Wilderness Park (VWP) Stages 1 and 2 mitigation areas to determine if management actions comply with the HMP and other Environmental permits. The EP shall advise the VSD Board of Supervisors (BoS) or ADS to review land management activities, exotic species removal, prescribed burns, mechanical vegetation management, swale maintenance and mowing.

The EP shall advise the VSD BoS to proceed with management actions to develop the land management budget for the VWP and preferred cover type habitats to stay in compliance with the management objectives of the HMP and PUD.

The EP shall update the VWP Annual Utilization Program (AUP) Checklist for fiscal year 2024/2025 that outlines action items that the VSD and/or ADS anticipate in the VWP for that fiscal year. The EP will coordinate with ADS and the VSD to prepare a budget for environmental management to correspond to required land management commitments in environmental permits consistent with the AUP.

The EP shall also prepare for and participate in up to four (4) meetings with the VSD BoS by phone or in person. The EP shall provide a report at the VSD BoS meetings that the EP attends summarizing the status of management obligations and environmental commitments and recommendations for compliance with environmental permits/entitlements, if requested.

*Fee for Professional Services: Hourly with an Estimated Fee of \$10,000.00 (plus Reimbursable Expenses)*

**Reimbursable expenses are in addition to the above referenced fees.** The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 46 years. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,  
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.  
President

APPROVED AND ACCEPTED



By: Todd J. Pokrywa, Chairman  
Authorized Representative of  
Viera Stewardship District

Date: 10/19/2023

RJB/ns

15039c36 EP24 WA #36

cc: Samuel C. Hamilton, Jr., P.E.  
Robert J. Ball, P.E.  
William D. Lites  
Viviana Vargas  
File



**VIERA  
STEWARDSHIP DISTRICT**

**6H11**

# Work Authorization #37

October 10, 2023

Viera Stewardship District  
Board of Supervisors  
Brevard County, Florida

Subject: Work Authorization #37  
Wetland/Habitat Maintenance in Viera Wilderness Park  
(Targeted Spraying) Fiscal Year 2023/2024  
ZC 15039HT24

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2023/2024. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

## **Wetland/Habitat Maintenance in Viera Wilderness Park Stage 1 and Stage 2 (Targeted Spraying) Fiscal Year 2023/2024**

### *Scope of Services*

ZCA shall conduct maintenance in the VWP Stages 1 and 2 in accordance with conditions outlined in the United States Army Corps of Engineers (USACE) permit SAJ-2008-03508 (Mod 5). ZCA shall provide a team of qualified biologists and biological technicians for a total of 18 staff days, as well as all necessary equipment and materials required. ZCA shall locate clusters of exotic species as defined by the most current Florida Exotic Plant Pest Council (FLEPPC) list. ZCA will coordinate closely with A. Duda and Sons, Inc. (ADS) during this process to identify clusters of FLEPPC listed exotics in the VWP Stages 1 and 2 where mechanical removal is conducted by ADS. The primary targets will be Brazilian pepper (*Schinus terebinthifolius*), cogongrass (*Imperata cylindrica*), climbing fern (*Lygodium* spp), and torpedo grass (*Panicum repens*).

ZCA shall use but is not limited to a combination of amine and/or ester formulations of glyphosate, imazpyr, and triclopyr situationally. Chemicals used on site, ATV, GPS, and vehicle mileage are included as reimbursable in the lump sum price below.

### *Fee for Professional Services and Reimbursable Expenses:*

*VWP Stage 1 - \$6,000.00*

*VWP Stage 2 - \$12,000.00*

*Total Lump Sum: \$18,000.00*

**Reimbursable expenses are included in the above referenced fees.** The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.


Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 46 years. If you have any questions in that regard, please let us know.


Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,  
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.  
President

APPROVED AND ACCEPTED



---

By: Todd J Pokrywa, Chairman  
Authorized Representative of  
Viera Stewardship District

Date: 10/19/2023

RJB/ns  
15039c37 HT24 WA #37  
cc: Samuel C. Hamilton, Jr., P.E.  
Robert J. Ball, P.E.  
William D. Lites  
Viviana Vargas  
File



**VIERA  
STEWARDSHIP DISTRICT**

**6H111**

# Work Authorization #38

October 16, 2023

Viera Stewardship District  
Board of Supervisors  
Brevard County, Florida

Subject: Work Authorization #38  
Inspections and Miscellaneous work by Environmental Professional  
Fiscal Year 2023/2024  
ZC 15039BIN24

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2023/2024. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

## **Inspections, Reports and Miscellaneous work, and oversight of Villages 1 and 2 Preferred Cover Type (PCT) by Environmental Professional**

### *Scope of Services*

#### **I. Monitoring and Reporting**

ZCA will perform the Fourth Annual Monitoring Event for the Viera Wilderness Park (VWP) Stage 2 and prepare and submit a report, to the U.S. Army Corps of Engineers as required in Permit #SAJ-2008-03508 Mod 5.

The VSD Environmental Professional (EP) will continue to facilitate management of the Preferred Cover Type (PCT) preservation areas within Villages 1 and 2 (for fiscal year 2023/2024) for the Viera Stewardship District (VSD). ZCA shall submit the PCT Management Plan to Brevard County Natural Resource Management Department for review and approval. ZCA will coordinate with the VSD and contractors to provide guidance for PCT management and contracting of the PCT parcels when needed. ZCA shall conduct up to two (2) site visits with a contractor licensed and qualified to complete the necessary work to facilitate the procurement of cost estimates to complete the PCT management.

***Fee for Task I: Professional Services to be billed Hourly with an Estimated Fee of \$10,000.00 (plus Reimbursable Expenses)***

#### **II. Annual Burrowing Owl Reporting**

ZCA shall perform intermittent site visits throughout the year to monitor the habitat conditions and of the artificial mounds and cavities in the three (3) Viera Burrowing Owl Preserves (VBOP) for the 2023/2024 fiscal year. A simplified status report of maintenance, condition of the burrows and observed occupancy will be sent to the Client for review and included in the Viera Company's Biennial Report to document compliance as referenced in the FWC permit and the VBOP Management Plan .

***Fee for Task II Professional Services and Reimbursable Expenses: Lump Sum \$1,000.00***

**Reimbursable expenses are in addition to the above referenced fees.** The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 45 years. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,  
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.  
President

APPROVED AND ACCEPTED



By: Todd J Pokrywa, Chairman  
Authorized Representative of  
Viera Stewardship District

Date: 10/19/2023

RJB/ns

15039c38 BIN24 WA #38

cc: Samuel C. Hamilton, Jr., P.E.  
Robert J. Ball, P.E.  
William D. Lites  
Viviana Vargas  
File



**VIERA  
STEWARDSHIP DISTRICT**

**61**



7380 Murrell Road, Suite 201 | Viera, Florida 32940  
P: 321.242.1200 | F: 321.253.1800 | [VIERA.com](http://VIERA.com)

October 27, 2023

VIA EMAIL

Mr. Craig Wrathell  
Managing Member  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Email: [wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com)

Jennifer Kilinski, Esq.  
Lauren Gentry, Esq.  
Kilinski Van Wyk  
2016 Delta Blvd., Suite 101  
Tallahassee, FL 32303  
Email: [jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)  
[lauren@cddlattorneys.com](mailto:lauren@cddlattorneys.com)

Re: Viera Stewardship District 2023 Series Bonds: Second Reimbursement Request for Infrastructure Costs

Dear Craig, Jennifer and Lauren:

This letter supplements my letter dated July 10, 2023 regarding a reimbursement to The Viera Company (“TVC”) by the Viera Stewardship District (“VSD”) from proceeds received from the sale of the 2023 Series bonds issued by the VSD (the “2023 Bond Proceeds”) for master infrastructure improvements completed by TVC because TVC is now making a subsequent reimbursement request. TVC has transferred the following infrastructure projects in Village 2 of the Viera DRI to the VSD that are eligible for reimbursement by the VSD from the 2023 Bond Proceeds:

PROJECT	COSTS SPENT BY TVC	DATE TRANSFERRED
Stadium Parkway Segment E	\$9,441,529.17  <i>*Note: \$6,669,231.00 reimbursed to TVC by VSD on 7-10-23., so a balance of \$2,772,298.17.</i>	January 6, 2023
Pineda Boulevard Segment E	\$1,512,602.62	March 17, 2023
Pineda Boulevard Segment F/G/H (Phases 1 & 3)	\$7,695,767.40	October 26, 2023
Pineda Boulevard Wet Extension Segments F/G/H – Segment 2	\$3,953,579.37	October 20, 2023
Pineda Boulevard West Extension Segments F/G/H Work Product	\$214,246.38	October 26, 2023



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P: 321.242.1200 | F: 321.253.1800 | [VIERA.com](http://VIERA.com)

<b>Total Costs:</b>	<b>\$22,817,724.94</b>	
<b>Total Unreimbursed Costs</b>	<b>\$16,148,493.94</b>	

TVC requests that the VSD reimburse TVC for \$15,539,410.33 of the remaining unreimbursed costs of \$16,148,493.93 incurred by TVC relating to the above infrastructure projects. The balance of \$609,083.61 should be treated as a capital contribution by TVC to the VSD to be applied toward bond assessments due from the commercial properties within the property subject to the 2023 Series bonds. I have enclosed TVC's wire instructions for that reimbursement payment.

Feel free to contact me at (321) 242-1200, Ext 4501 or [benjamin.wilson@duda.com](mailto:benjamin.wilson@duda.com) in connection with this matter.

Sincerely,

The Viera Company

Benjamin E. Wilson  
Associate Corporate Counsel

Enclosures

cc: Mr. Todd J. Pokrywa  
Jay A. Decator, III, Esq.  
Mr. Paul Martell  
Mr. Shawn O'Keefe  
Mr. Michael Arnold





THE  
VIERA  
COMPANY

## Wire instructions for The Viera Company

Bank: Wells Fargo Bank  
Address: 420 Montgomery Street  
San Francisco, 94104  
800-869-3557  
ABA: 121000248  
SWIFT: WFBIUS6S  
Acct Name: The Viera Company  
Acct No. 9659481817



**REQUISITION – VIERA STEWARDSHIP DISTRICT  
SERIES 2023 BONDS**

The undersigned, an Authorized Officer of Viera Stewardship District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2021 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2023 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Name of Payee: The Viera Company
- (C) Amount Payable: **\$15,539,410.33**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable): Series 2023 Project Reimbursement (Remainder of Stadium Parkway Segment E reimbursable cost; Pineda Boulevard Segment E; Pineda Boulevard Segment F/G/H (Phases 1 and 3); Pineda Boulevard West Extension Segments F/G/H (Segment 2); Pineda Boulevard West Extension Segments F/G/H Work Product)

(E) Fund, Account or subaccount from which disbursement is to be made: Series 2023 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2023 Project and each represents a Cost of the Series 2023 Project, and has not previously been paid.

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

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

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

**VIERA STEWARDSHIP DISTRICT**

By:

---

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2023 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

By:

---

Consulting Engineer



**VIERA  
STEWARDSHIP DISTRICT**

**7**

November 6, 2023

Ms. Amanda Elmore  
Brevard County NRMD

RE: Viera Stewardship District (VSD)  
Updated Management Plan for Preferred  
Cover Type (PCT) Parcels within  
Village 1 & Village 2 for Fiscal Year  
2023/2024 (2024)

ZC 15039 INSP

Dear Ms. Elmore :

This memorandum updates the management strategies for Preferred Cover Type (PCT) parcels within Viera Village 1 and Village 2. The attached **Preferred Cover Type (PCT) Exhibit** depicts the platted PCT parcels and PCT Conservation Easements within Village 1 and Village 2 to date with a parcel identification number for reference below. The proposed management activities/strategies described below for the PCTs within Village 1 & 2 will also be applied to all future PCTs within the future Village 3. As per our teams' previous discussions with the County, the PCT management plan will be submitted to the Natural Resources Management Department (NRMD) for review and approval prior to implementation. According to the terms of the agreement with the County, such approval shall not be unreasonably denied and review shall be limited to the standards which establish a management regime that maintains the PCT in a healthy and viable condition through the strategies listed below. A subsequent review by the NRMD will only be required if: the VSD proposes to materially change the approved PCT MP methodologies, or a subsequent environmental professional report indicates PCT maintenance is not in compliance and a remedial PCT management plan is necessary to address the non-compliance. It is not the intent of the VSD to materially change the approved PCT and the VSD intends to comply with the PCT Management Plan.

Historically, the first nine (9) PCT parcels were managed in the 2017/2018 fiscal year in Strom Park and a report was submitted to the VSD on August 31, 2018 documenting the management performed. The next nine (9) PCT parcels in Strom Park and five (5) PCT parcels along the west side of Lake Andrew Drive were managed in the 2018/2019 fiscal year and a report was submitted to VSD on March 13, 2019 documenting the management performed. Another twelve PCT parcels were planned for management in 2020/2021 fiscal year, but COVID related issues postponed this management. This updated management plan outlines the management proposed in the 2023/2024 fiscal year for the twenty-two (22) PCT parcels shown on the attached map (**2024 Village 1 & 2 PCT Management Priority Maps**).

In general, the PCT parcels provide canopy coverage credits in the Viera Village 1 and Village 2 Sketch Plans. These PCT parcels have over 50% aerial canopy coverage and are required to be preserved as natural habitat and are interspersed throughout the built community. Since their inception, the vegetation within these PCT parcels has become overgrown in the groundcover and shrub layers. Some of the parcels contain nuisance exotic species which will continue to spread over time, if not managed. Most of the canopy trees remain in the PCT parcels, but several trees have died and have been removed for

safety reasons. The previous management plans added small native trees in the areas with limited canopy to help expand canopy coverage over time within the PCT parcels.

Historically, these habitats would have been subjected to prescribed fires to maintain an open understory and maintain the vegetation in an ecologically healthy condition. However, due to the proximity of homes around the PCT parcels (urban interface), burning is not an option. These habitats need to be managed in a manner that replicates a prescribed fire to control fuel loads, maintain the native groundcover, and maintain the amenity for the surrounding community while preserving 50% canopy coverage for the PCT canopy credits. Mechanical management of urban interface habitats is an accepted land management technique which replicates the majority of the benefits of a prescribed fire. The goal of

this management plan is to maintain greater than 50% aerial canopy coverage over all the PCT parcels. Therefore, the following management strategies are prescribed for the PCT parcels:

- Control exotic species.
- Mechanically manage (bush hog or heavy-duty mulch) the groundcover and shrub layer to replicate a prescribed fire and reduce the height of groundcover/shrub vegetation. The initial bush hogging will vary in height and will maintain the groundcover between 6” and 2’. Small naturally recruited or planted canopy species may be avoided, cabbage palm which have a terminal bud (clean trunk) of 10’ or more should be avoided. Smaller cabbage palms (<10’ clean trunk) tend to be invasive and can prevent desirable conifer and hardwood canopy trees from thriving. Therefore, smaller cabbage palms can be mulched down if needed to maintain access for the mulching machine or to allow light penetration and desirable soft or hardwoods to become established and succeed.
- Replant small containerized, canopy species in portions of PCT to augment open portions of the canopy, if needed.

All three management strategies are not required in every parcel and some strategies are needed more in other parcels depending on the current conditions. The following table outlines the management prescriptions of each parcel and identifies the priority of the actions in 2024. The priority column indicates that the highest priority parcels will be managed first. The priority level may be adjusted according to habitat conditions and community needs. This plan is intended to be implemented over several years and then management will be rotated through the parcels on a three to five year rotation.

ID	Acreage	Neighborhood	General Comments	Management Prescriptions	2024 Priority
N6-44A	2.98	Laurasia		Spray exotics, mulch	1
N6-44B	0.27	Laurasia		Spray exotics, mulch	2
N6-44C	2.82	Laurasia		Spray exotics, mulch	3
N6-44D	5.58	Laurasia		Spray exotics, mulch	4
N6-44E	3.09	Laurasia		Spray exotics, mulch	5
5C	5.86	Aripeka		Spray exotics, bush hog	6
6A	0.47	Aripeka		Spray exotics, bush hog	7
6B	4.18	Aripeka		Spray exotics, bush hog	8
3	1.95	Aripeka		Spray exotics, bush hog	9
8	23.05	Aripeka		Spray exotics (BP, cogon, climbing fern)	10
7	3.12	Aripeka		Spray exotics (BP)	11
N6-35	2.36	Pangea Park		Spray exotics	12



N6-42	0.28	Laurasia		Spray exotics or mulch BP	13
4	1.77	Aripeka		Spray exotics	14
5B	0.1	Aripeka		Plant 6 cypress	15
N1-19	4.19	Strom Park	Managed in 2018. Needs additional management.	Spray exotics (climbing fern)	16
N2-1	2.02	Seville	The east half was mulched in 2019.	Spray exotics	17
N3-1	0.36	Valencia	The east half was mulched in 2019.	Spray exotics (BP)	18
N1-15*	0.34	Strom Park		Spray exotics	19
N1-16*	0.91	Strom Park		Spray exotics	20
N9-1	1.48	Bridgewater North	The east half was mulched in 2019.	Spray exotics – primarily Brazilian pepper and Chinese tallow.	21
N9-2	2.82	Bridgewater North	The east half was mulched in 2019.	Spray exotics – primarily Brazilian pepper and Chinese tallow.	22
<b>ID</b>	<b>Acreage</b>	<b>Second Priority PCT Parcels</b>	<b>Comments</b>	<b>Notes</b>	
N1-18*	0.09	Strom Park	Brazilian Pepper	Spray exotics	
N1-11*	0.19	Strom Park		bush hog and leave cabbage palms	
N1-6*	0.17	Strom Park	Marquette Dr.	Spray exotics	
N1-14*	0.34	Strom Park		Spray exotics (if any present), bush hog.	
N1-2*	0.24	Strom Park		bush hog.	
N6-38	0.13	Pangea Park		Planting ?	
N6-39	0.22	Pangea Park			
N6-40	4.76	Pangea Park			
N6-41	0.34	Pangea Park			
N6-41A	0.23	Pangea Park			
9A	0.29	Aripeka			
9B	1.2	Aripeka			
5A	2.48	Aripeka		Bush hog	
N1-7	0.06	Strom Park	Ground cover has been killed.	Chop tops of saw palmetto, plant approx. 30 herbaceous plants, cordgrass, Muhly grass	
N1-17	0.05	Strom Park	No canopy or native ground cover	Add 10 cypress and 50 herbaceous plants: cordgrass, Muhly grass, Fakahatchee grass.	
1	0.08	Aripeka			
2A	0.91	Aripeka		Bush hog	
2B	0.29	Aripeka			
2C	0.37	Aripeka			
N7-1	2.95			Spray exotics, bush hog(?)	
N10-1	4.80			Spray exotics, bush hog(?)	
F1-1	0.75			Spray exotics	
F1-2	0.95			Spray exotics	
N1-5	7.71	Strom Park	Managed in 2018. Needs additional	Spray exotics	

ID	Acreage	Second Priority PCT Parcels	management. Managed in FY 2019	Notes from 2019 Management Plan
N1-1	1.25	Strom Park	Completed in FY 2019	Spray exotics (few), bush hog overgrown shrubs, plant LL pine approximately 6 trees** in open spaces.
N1-3	0.69	Strom Park	Completed in FY 2019	Spray exotics (few), bush hog, plant approximately 6 trees** in open spaces on S and W sides.
N1-8	0.02	Strom Park	Completed in FY 2019	Bush hog, cut vines at bases
N1-9	0.29	Strom Park	Completed in FY 2019	Spray exotics, bush hog (except south end).
N1-10	0.96	Strom Park	Completed in FY 2019	Spray exotics, bush hog, plant 4 trees** in canopy openings.
N1-12	0.02	Strom Park	Completed in FY 2019	Spray exotics (if any), bush hog and cut vines at bases.
N1-13	1.16	Strom Park	Completed in FY 2019	Spray exotics (if any present), bush hog thick palmetto and in between trees but not along rear lots, plant approximately 6 trees** in open spaces.
N2-2	0.68	Seville	Completed in FY 2020	Previously managed approx. in 2020

\* First 9 priorities were prioritized by the Homeowner Association President – completed in FY 2018.

\*\*The Environmental Professional recommends replanting double the number of specified small trees (3-gallon containers). Because no irrigation will be provided, replanting double the number of trees listed will allow for a sufficient remaining population following some expected tree mortality due to lack of irrigation. If larger trees and temporary irrigation is proposed, the number of trees to be planted can be the same as referenced in this management plan.

GH/ns

15039002 REV. 3.14.19 INSP

Sincerely,  
ZEV COHEN & ASSOCIATES, INC.

Bill Lites  
Director of Environmental Services

MDD/ns  
Document#  
File





**PREFERRED COVER TYPE (PCT) TABLE**

NEIGHBORHOOD	ID	ACRES *
STROM PARK (N-1)	N1-1	1.25
	N1-2	0.24
	N1-3	0.69
	N1-5 (N1-4A & N1-4B & PHASE 3)	7.71
	N1-6	0.17
	N1-7	0.06
	N1-8	0.02
	N1-9	0.29
	N1-10	0.96
	N1-11	0.19
	N1-12	0.02
	N1-13	1.16
	N1-14	0.34
	N1-15	0.34
	N1-16	0.91
STROM PARK	N1-17	0.05
	N1-18	0.09
	N1-19	4.19
	TOTAL	18.68

NEIGHBORHOOD	ID	ACRES *
SEVILLE (N-2)	N2-1	2.02
	N2-1	0.68
	TOTAL	2.70
VALENCA (N-3)	N3-1	0.36
	TOTAL	0.36
BRIDGEWATER NORTH (N-9)	N9-1	1.48
	N9-2	2.82
	TOTAL	4.30
POSSIBLE FUTURE PCT AREA	N-10	4.80
	N-7	2.95
	F1-1	0.75
	F1-2	0.95
	TOTAL	9.55

\* AREA SHOWN IS APPROXIMATE ONLY AND MAY NOT COINCIDE WITH PLATTED TRACT AREAS.

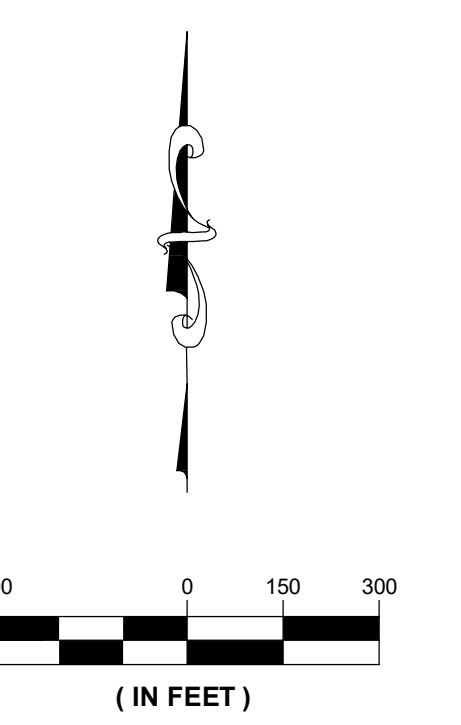
**ADDISON VILLAGE**



**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
 MELBOURNE, FLORIDA 32901 | PHONE: (321) 725-3614 FAX: (321) 723-1169  
 CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION 4805  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LBS004665



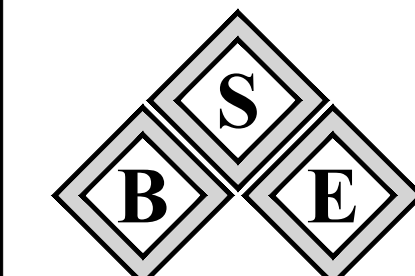
**PREFERRED COVER TYPE (PCT) EXHIBIT**



REVISION	DATE

DRAWING NO. 10393\_201\_055\_PCT MASTER  
 SHEET 1 OF 1  
 PROJECT NO. 10393



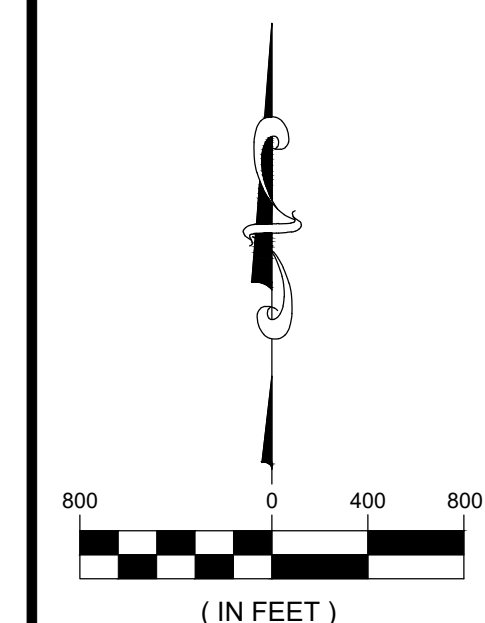


**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING -  
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
MELBOURNE, FLORIDA 32901  
PHONE: (321) 726-9074 FAX: (321) 723-1159  
CERTIFICATE OF PROFESSIONAL ENGINEERS  
BUSINESS AUTHORIZATION: #105  
CERTIFICATE OF LAND SURVEYING  
BUSINESS AUTHORIZATION: LB004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.  
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.  
STATE OF FLORIDA, No. 41951



PCT TABLE - JULY 2023

PCT	AREA (AC)
PCT1	0.08
PCT2A	0.91
PCT2B	0.29
PCT2C	0.27
PCT3	1.95
PCT4	1.78
PCT5A	2.48
PCT5B	0.10
PCT5C	5.88
PCT6A	0.42
PCT6B	4.18
PCT7	3.14
PCT8	23.05
PCT9A	0.29
PCT9B	1.20
PCT10	4.58
PCT11	6.69
PCT12	15.20
PCT13	2.69
PCT14	12.86
PCT15	9.19
PCT16	11.02
PCT17	2.77
PCT18	0.58
PCT19	2.03
PCT20	1.01
PCT21	20.05
PCT22	22.71
PCT23	0.67
PCT24	1.47
PCT25	6.80
PCT26	23.21
PCT27	3.00
PCT28	0.17
PCT29	0.18
PCT30	6.56
PCT31	14.50
PCT32	4.90
PCT33	10.18
PCT34	11.80
PCT35	2.35
PCT37	1.05
PCT38	0.13
PCT39	0.22
PCT40	4.77
PCT41	0.34
PCT41A	0.23
PCT42	0.28
PCT44A	2.98
PCT44B	0.27
PCT44C	2.82
PCT44D	5.58
PCT44E	3.09



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**SHEET TITLE**  
**PREFERRED CANOPY TYPE STATUS**  
**JULY - 2023**

**PROJECT NO.**  
11384

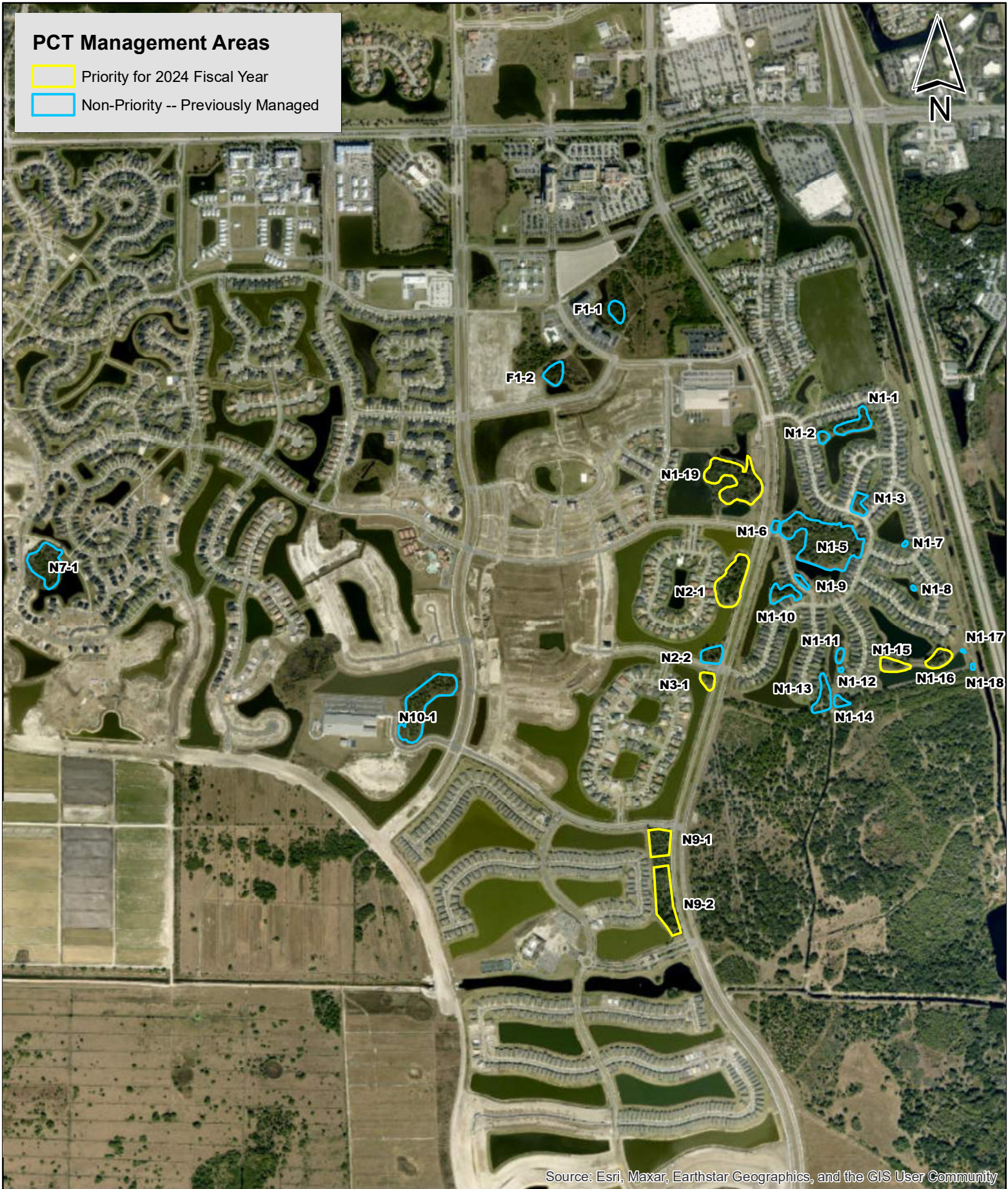
**DRAWING NO.**  
11384\_205\_031

**SHEET**  
1 of 1



# PCT Management Areas

- Priority for 2024 Fiscal Year
- Non-Priority -- Previously Managed



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

PCT = Preferred Cover Type

## 2024 Village 1 PCT Management Map Viera Stewardship District Viera, Florida



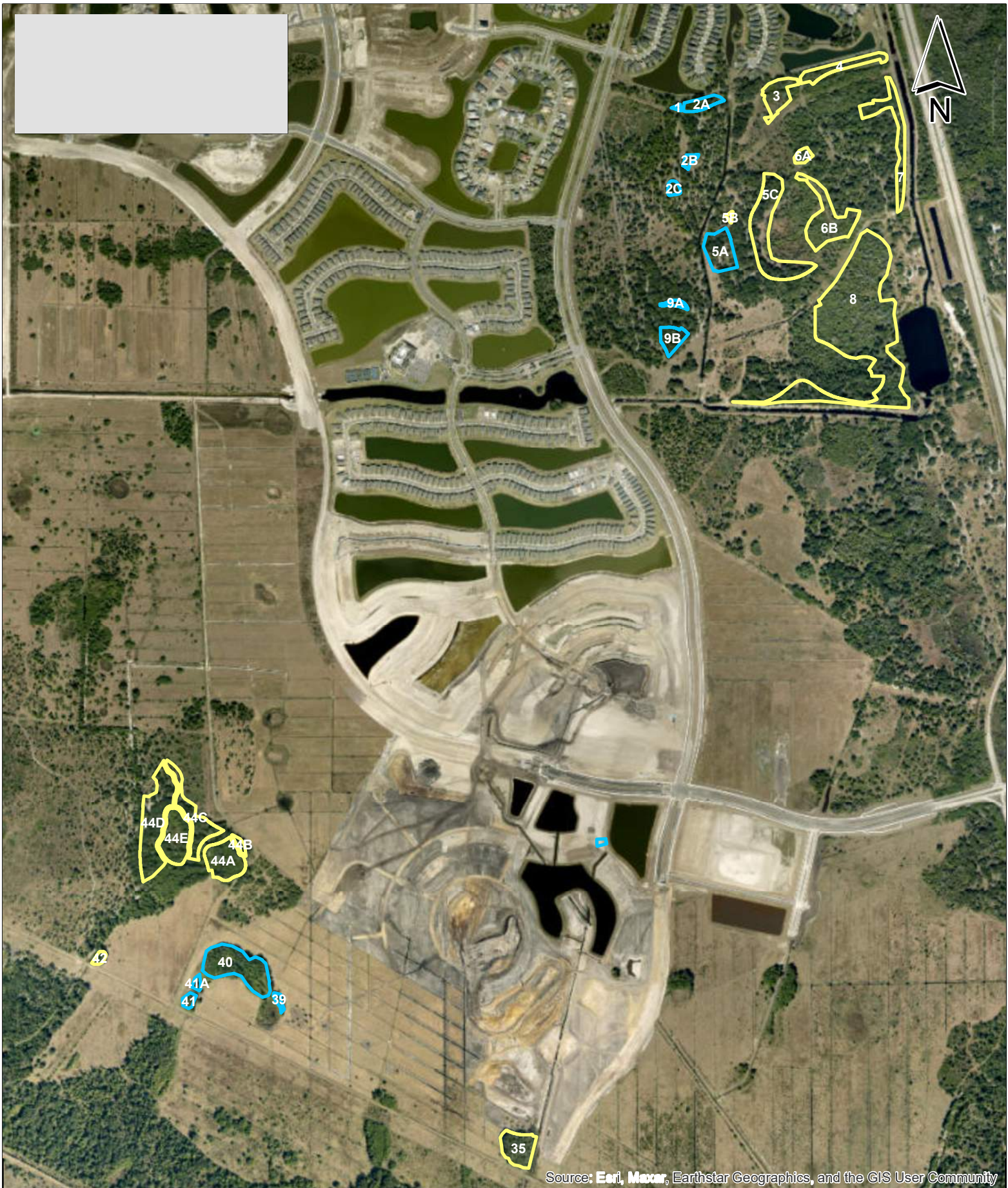
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482

Date Saved: 10/6/2023 Created by: ghayworth  
Path: Z:\PROJECTS\2015\15039 - Viera VSD\2023 PCT Priority Map.mxd

1,300 650 0 1,300 Feet







Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

PCT = Preferred Cover Type

Date Saved: 10/6/2023 Created by: ghayworth  
 Path: Z:\PROJECTS\2015\15039 - Viera VSD\2023 PCT V2 Priority Map.mxd

1,250 625 0 1,250 Feet

2024 Village 2 PCT Management Map  
 Viera Stewardship District  
 Viera, Florida

**ZEV COHEN**  
 ASSOCIATES, INC.  
 300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482



**VIERA  
STEWARDSHIP DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2021	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 184,505	\$ -	\$ -	\$ -	\$ 184,505
Investments					
Revenue	-	23,598	-	-	23,598
Reserve	-	660,753	867,670	-	1,528,423
Capitalized interest	-	454,130	1,771,171	-	2,225,301
Construction	-	-	-	15,633,107	15,633,107
Cost of issuance	-	2,662	19,155	-	21,817
Assessments receivable	998	-	-	-	998
Due from Landowner	251	-	-	-	251
Due from debt service fund	3,190	-	-	-	3,190
Due from other	83,233	-	-	-	83,233
Prepaid expense	12,151	-	-	-	12,151
Total assets	<u>\$ 284,328</u>	<u>\$ 1,141,143</u>	<u>\$ 2,657,996</u>	<u>\$ 15,633,107</u>	<u>\$ 19,716,574</u>
<b>LIABILITIES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable	\$ 13,318	\$ -	\$ -	\$ -	\$ 13,318
Due to Landowner - The Viera Co.	1,349	-	-	-	1,349
Due to general fund	-	3,190	-	-	3,190
Tax payable	31	-	-	-	31
Total liabilities	<u>14,698</u>	<u>3,190</u>	<u>-</u>	<u>-</u>	<u>17,888</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred receipts	46,461	-	-	-	46,461
Total deferred inflows of resources	<u>46,461</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>46,461</u>
Fund balances:					
Restricted for:					
Debt service	-	1,137,953	2,657,996	-	3,795,949
Capital projects	-	-	-	15,633,107	15,633,107
Unassigned	223,169	-	-	-	223,169
Total fund balances	<u>223,169</u>	<u>1,137,953</u>	<u>2,657,996</u>	<u>15,633,107</u>	<u>19,652,225</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 284,328</u>	<u>\$ 1,141,143</u>	<u>\$ 2,657,996</u>	<u>\$ 15,633,107</u>	<u>\$ 19,716,574</u>



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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ 633,418	\$ 626,256	101%
Assessment levy: off-roll	-	126,463	129,160	98%
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	26,482	26,482	100%
Interest & miscellaneous	-	2,100	1,000	210%
Total revenues	<u>26,482</u>	<u>799,801</u>	<u>792,888</u>	101%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	215	2,153	10%
Management/recording/accounting	4,000	48,000	48,000	100%
Legal	3,679	26,007	30,000	87%
Engineering	1,366	4,341	10,000	43%
Ecologist	-	-	10,000	0%
Audit	-	3,200	5,200	62%
Dissemination agent / series 2021	83	1,000	1,000	100%
DSF accounting / series 2021	417	5,000	5,000	100%
Trustee / series 2021	-	4,246	5,000	85%
Arbitrage rebate calculation / series 2021	-	-	500	0%
Insurance	-	11,683	12,000	97%
Legal advertising	773	1,670	3,000	56%
Printing & binding	8	100	100	100%
Telephone	8	100	100	100%
Postage	-	58	250	23%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	705	705	100%
Website ADA compliance	-	796	210	379%
Contingencies / bank charges	-	-	900	0%
Property appraiser	-	2,281	2,281	100%
Tax collector	-	12,654	13,047	97%
Contingency	-	-	20,144	0%
Total administrative	<u>10,334</u>	<u>122,231</u>	<u>169,765</u>	72%
<b>Field Management Operations</b>				
Field manager	417	5,000	5,000	100%
O&M accounting	5,000	5,000	5,000	100%
Total field management operations	<u>5,417</u>	<u>10,000</u>	<u>10,000</u>	100%
<b>Maintenance -- Platted Lots/Subdivisions</b>				
Aquatic weed control for drainage system	15,789	209,833	199,208	105%
PCT area maintenance	-	4,455	5,000	89%
Street lighting	11,057	101,041	138,320	73%
Subdivision contingency	-	1,675	3,000	56%

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

	Current Month	Year to Date	Budget	% of Budget
Total maintenance - platted lots/subdivions	<u>26,846</u>	<u>317,004</u>	<u>345,528</u>	92%
<b>Maintenance -- Environmental (District-wide)</b>				
Aquatic weed control and maintenance for canals	102,670	132,120	138,095	96%
Inspections and miscellaneous work by ecologist	619	19,939	10,000	199%
Wetland/habitat maintenance in VWP, Stage 1	11,000	11,000	6,000	183%
Wetland/habitat maintenance in VWP, Stage 2	93,153	102,500	100,000	103%
Burrowing owl preserve and bald eagle conservation easement	2,000	2,000	9,500	21%
District-wide contingency	-	2,765	4,000	69%
Total maintenance - environmental (District-wide)	<u>209,442</u>	<u>270,324</u>	<u>267,595</u>	101%
Total expenditures	<u>252,039</u>	<u>719,559</u>	<u>792,888</u>	91%
Excess/(deficiency) of revenues over/(under) expenditures	(225,557)	80,242	-	
Fund balances - beginning	<u>448,726</u>	<u>142,927</u>	<u>61,750</u>	
Fund balances - ending	<u>\$ 223,169</u>	<u>\$ 223,169</u>	<u>\$ 61,750</u>	

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Interest	\$ 4,754	\$ 54,573	\$ -	N/A
Total revenues	<u>4,754</u>	<u>54,573</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	4,754	(779,685)	(834,258)	
Fund balances - beginning	1,133,199	1,917,638	1,914,738	
Fund balances - ending	<u>\$ 1,137,953</u>	<u>\$ 1,137,953</u>	<u>\$ 1,080,480</u>	



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

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 11,077	\$ 15,931
Total revenues	<u>11,077</u>	<u>15,931</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	215,857
Total debt service	<u>-</u>	<u>215,857</u>
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	3,546,358
Original issue discount	-	(173,336)
Underwriter's discount	-	(515,100)
Total other financing sources	<u>-</u>	<u>2,857,922</u>
Net change in fund balances	11,077	2,657,996
Fund balances - beginning	2,646,919	-
Fund balances - ending	<u>\$ 2,657,996</u>	<u>\$ 2,657,996</u>

**VIERA  
STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date
	<u>          </u>	<u>          </u>
<b>REVENUES</b>		
Interest	\$ 65,145	\$ 93,697
Total revenues	<u>65,145</u>	<u>93,697</u>
 <b>EXPENDITURES</b>		
Capital outlay	-	6,669,231
Total expenditures	<u>-</u>	<u>6,669,231</u>
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Receipt of bond proceeds	-	22,208,641
Total other financing sources/(uses)	<u>-</u>	<u>22,208,641</u>
 Net increase/(decrease), fund balance	65,145	15,633,107
Beginning fund balance	15,567,962	-
Ending fund balance	<u>\$ 15,633,107</u>	<u>\$ 15,633,107</u>