

**VIERA
STEWARDSHIP
DISTRICT**

June 19, 2024

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

**VIERA
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

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

June 12, 2024

Board of Supervisor
Viera Stewardship District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Viera Stewardship District will hold a Special Meeting on June 19, 2024 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/82602808838?pwd=qaRZSolmrhbh97aqHn0MyjJsalmEOJs.1> Meeting ID: 826 0280 8838, Passcode: 555372 or via conference call at 1-305-224-1968, Meeting ID: 826 0280 8838, Passcode: 555372. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments *(limited to 3 minutes per person)*
 - VSD Retention Ponds #203 and #204
4. Approval of November 8, 2023 Special Meeting Minutes
5. Ratification Items
 - A. Ecor Industries, Inc. Sixteenth Amendment to Aquatic Maintenance Services Agreement
 - B. Thirteenth Modification and Amendment to Duda/District Canal System Drainage Easement
 - C. Brewer Paving & Development, LLC First Addendum to the Agreement Regarding Stormwater System Repair
 - D. Viera Wilderness Park – Annual Utilization Program Checklist – Fiscal Year 2024/2025
 - E. A. Duda & Sons, Inc. Amendment to the Master Agreement for Land and Habitat Management Services
 - F. A. Duda & Sons, Inc. Work Authorization No. 4 [Environmental Maintenance Services]

6. Consideration of Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Brevard County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
7. Consideration of Resolution 2024-02, Approving the Proposed Budget for Fiscal Year 2024/2025; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; And Providing an Effective Date
 - A. Presentation of Engineer's Report for O&M Assessments *(to be presented at Budget Adoption Hearing)*
8. Consideration Helena Agri-Enterprises, LLC Master Ground Application Agreement
9. Acceptance of Unaudited Financial Statements as of April 30, 2024
10. 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*
 - 7,872 Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: TBD

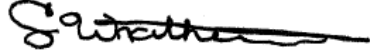
○ QUORUM CHECK

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

11. Board Members' Comments/Requests
12. Adjournment

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**

3

Daphne Gillyard

To: Craig Wrathell; Aaron Fontinel
Cc: Ted Veit; Eric Byrd; Todd J. Pokrywa; Ernesto Torres; Hassan Kamal; Eva M. Rey
Subject: RE: Viera Stewardship District: Board of Directors Meeting

From: Aaron Fontinel <trw.vicepresident2@gmail.com>
Sent: Friday, June 14, 2024 11:45 AM
To: Craig Wrathell <wrathellc@whhassociates.com>
Cc: Ted Veit <trw.president@gmail.com>; Eric Byrd <EricByrd@fairwaymgmt.com>
Subject: Fwd: Viera Stewardship District: Board of Directors Meeting

Hi Craig,

I'm following up to see if we can have Trasona Cove West retention ponds #203 and #204 added to next Wednesday's VSD Board meeting agenda. We'd like to hear feedback on potential solutions to address these two ponds.

Thank you,
Aaron

--

Aaron Fontinel, Vice President
Trasona West Neighborhood Association
trw.vicepresident2@gmail.com
(561) 445-8398
[Trasona West HOA](#)

----- Forwarded message -----

From: Aaron Fontinel <trw.vicepresident2@gmail.com>
Date: Tue, May 28, 2024 at 8:05 AM
Subject: Viera Stewardship District: Board of Directors Meeting
To: Craig Wrathell <wrathellc@whhassociates.com>
Cc: Ernesto Torrese <torrese@whhassociates.com>, Ted Veit <trw.president@gmail.com>, Eric Byrd <EricByrd@fairwaymgmt.com>

Hi Craig,

I hope you had a great long weekend.

The Trasona Cove West HOA Board of Directors would like to add an agenda item to the June 19 VSD Board meeting.

- VSD Retention Ponds #203 and #204

Per the attached recommendation, these 2 retention ponds consistently have low water levels since they are at the highest elevation of all the connected ponds. Cleaning the obstructed connection pipes is a start, but will most likely not raise the water levels. The HOA Board is recommending the VSD standardized the turf-to-water line by sodding the bare soil. This would bring #203 and #204 in line with other retention ponds and reduce the extremely unattractive bare soil view.

Ted Veit, President of Trasona West HOA plans to attend the VSD Board meeting, but unfortunately I am out of the country on that day. Is it possible for the VSD Board to review the recommendation?

Thank you for all of your help.

Aaron

--

Aaron Fontinel, Vice President

Trasona West Neighborhood Association

trw.vicepresident2@gmail.com

(561) 445-8398

[Trasona West HOA](#)



VSD Retention Pond #203 and #204

- Historically the lowest water levels in Trasona Cove (E & W), virtually year-round.
- VSD Board approved **\$7,500** to remove blockage in connecting pipes **(6/13/23)**
- Inspection conducted **April 21, 2024**; some obstructions observed...Repairs **TBD**.
- Retention pond #203 & #204 are at the highest elevation of the all the connected ponds. *"First" to drain into other ponds and "last" to fill once others are full.*
- Turf repairs are needed to correct the view of "premium priced" water lots.

VSD Retention Ponds Addison/Pineda **North Side of Addison** on 5/20/24



2 Photos taken of adjacent ponds on the same day. Note the water to turf distance.

There is a 10 ft. difference between the waterline and turf on adjacent ponds.

VSD Retention Pond...Addison/Pineda **South Side of Addison** on 5/20/24

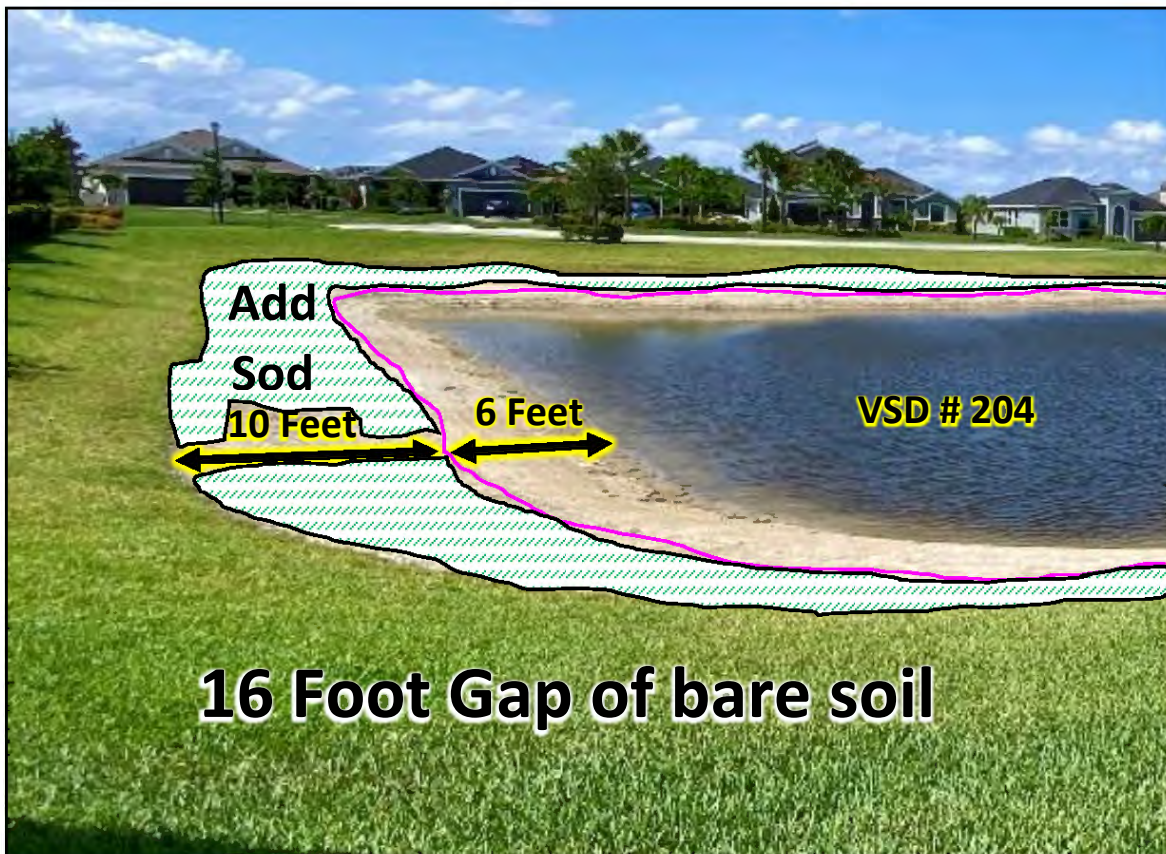


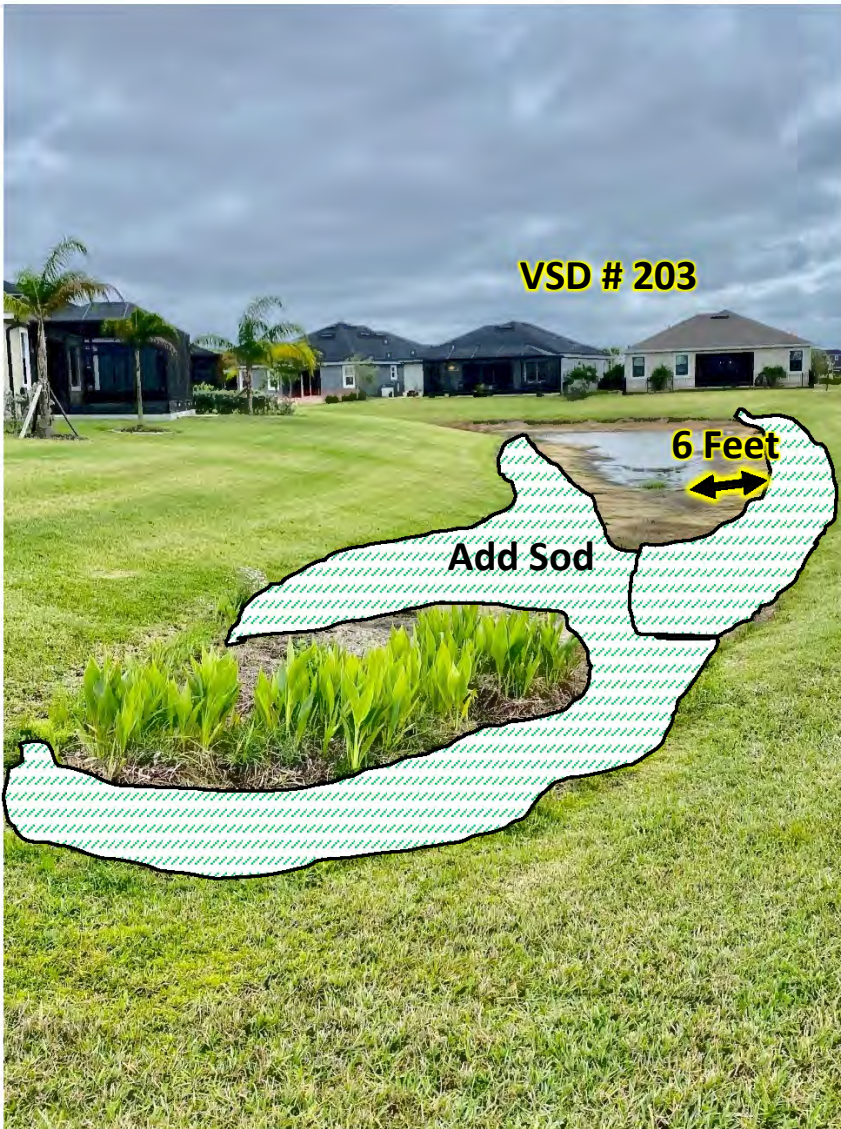
Turf to water distance is only 6 feet.

Recommendation for next Steps:

1. Complete the cleaning of the pipe connections by BSE Consultants.
2. Regrade the shoreline on VSD Retention Ponds **#203 & 204** and add +10 feet of new sod to the existing shoreline to standardize the unusually large turf-to-waterline gaps compared to other Viera retention ponds. This repair would reduce the year-round, gaping dirt landscape for homeowners that paid "water lot premiums".

~ Trasona West Neighborhood Board of Directors

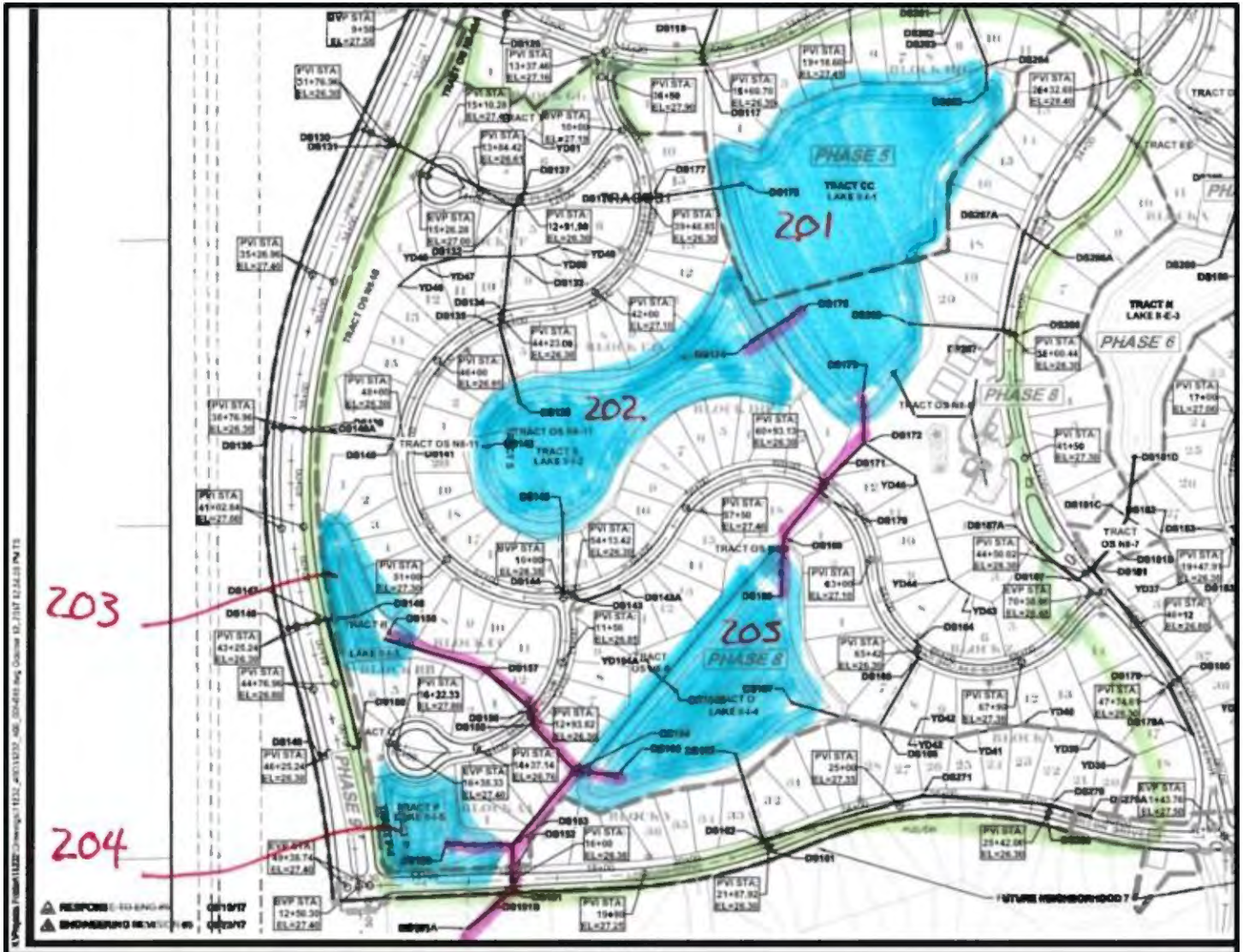




Pond Locations:



“As Built” prints per BSE Consulting.



**VIERA
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

The Board of Supervisors of the Viera Stewardship District held a Special Meeting on November 8, 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/86745371816?pwd=OKZ37XyNkaaPWaisj4dfowD6er8xo.1>, and telephonically at 305-224-1968, Meeting ID: 867 4537 1816, Passcode: 073610 for both.

Present were:

Todd J. Pokrywa	Chair
Amy Mitchell (via phone/Zoom)	Vice Chair
Cathleen Conley	Secretary
Christopher Wright	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jennifer Kilinski (via phone/Zoom)	District Counsel
Savannah Hancock (via phone/Zoom)	Kilinski Van Wyk PLLC
Hassan Kamal (via phone/Zoom)	District Engineer
Paul Martell	Treasurer
Bill Lites (via phone/Zoom)	Zev Cohen & Associates, Inc. (ZCA)
Eva Rey (via phone/Zoom)	Community Manager
Jay Decator	The Viera Company
Ben Wilson	The Viera Company
Mike Arnold (via phone/Zoom)	The Viera Company
William Bumgar (via phone/Zoom)	_____

FIRST ORDER OF BUSINESS

Call to Order

Mr. Torres called the meeting to order at 9:33 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors Pokrywa, Conley and Wright were present. Supervisor Mitchell attended via phone/Zoom. Supervisor Bissett was absent.

THIRD ORDER OF BUSINESS

Public Comments (limited to 3 minutes per person)

No members of the public spoke.

FOURTH ORDER OF BUSINESS**Approval of August 15, 2023 Public Hearing
and Regular Meeting Minutes**

The following changes were made:

Line 95: Change “increasing” to “previously suggested there be an increase considered for”

Line 170: Change “and” to “at the”

Line 171: Change “the Viera Company for hosting” to “The Viera Company while attending the AFCD Board Meeting.

Ms. Conley and Mr. Wright left the meeting momentarily and returned shortly thereafter.

<p>On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, the August 15, 2023 Public Hearing and Regular Meeting Minutes, as amended, were approved.</p>

FIFTH ORDER OF BUSINESS**Consider Acceptance of Roadway
Improvements**

Mr. Torres stated that the documents are part of the Acquisition Package behind Item 6E. Ms. Kilinski stated that the acquisition is anticipated to encapsulate Meridian Parkway Segment E, which will be approved, not ratified. She noted the following:

➤ Working on the acquisition of several categories of improvements is underway, some of which the Board previously saw and approved the acquisition projects package. There was some retainage for the golf portions project that is in the process of being completed and is part of the requisition and ratification items.

➤ Approval is requested for the Meridian Parkway Segment E acquisition package, in substantial form; and authorizing Staff to continue working with the Team to finalize the appropriate documents, the cost and acquisition documents, in substantial form; and on reimbursement of the retainage balance as well as the addition of the Phase 1B improvements. The documents for Phase 1B are not in the agenda; however, the Board is familiar with the standard forms.

➤ The Viera Stewardship District reimbursed the CDC \$6,669,231 on July 10, 2023, leaving a balance of \$2,772,298.

➤ A few other improvements in Phase 1B were not contemplated at the time; the additional amount is \$1,614,296.22.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, acceptance of the Meridian Parkway Segment E Acquisition Package, in substantial form; and authorizing the Chair to execute the final form, subject to final review by the District Engineer and District Counsel, were approved.

SIXTH ORDER OF BUSINESS

Ratification Items

Mr. Torres presented the following:

A. FPL LED Lighting Agreement – Aripeka Phase 3 & 4

B. Helena Agri-Enterprises, LLC for Cogon Grass Spraying

Mr. Lites stated that the Agreements are specifically to treat dense Cogon grass in Stage 1 and Stage 2 J4 Woods, which will help stay ahead of overgrowth. He outlined the scope of services. The effective date will be inserted into the Agreement specific to Stage 1.

C. Brewer Paving and Development, LLC Agreement for Stormwater System Repair

Ms. Kilinski stated that the Board approved a not-to-exceed amount of \$75,000 at the July 10, 2023 meeting. The final invoice amount is \$74,641.

D. Acquisition of Additional Work Product for Pineda Boulevard Segments F, G, and H

It was noted that, before the meeting, Ms. Kilinski was asked to provide updates on the amounts outstanding in the construction acquisition fund for the 2023 Series bonds for Items 6A through 6G.

Regarding Item 6D, Ms. Kilinski stated that the amount requested in the cover letter was based on the amount in the construction acquisition account at that time. As of yesterday, the actual amount is now \$15,762,564.82.

Ms. Kilinski stated that the documents are complete and in good form.

E. Acquisition of Pineda Boulevard Segments F, G, and H Phase 2 Improvements and Work Product

○ Bills of Sale to City and County

Ms. Kilinski stated that the documents are complete and in good form.

F. Acquisition of Pineda Boulevard Segments C and D Widening (to be provided under separate cover)

Ms. Kilinski stated that the documents are part of the 2021 acquisition and are complete and in good form. This will be entered in the contribution log for offsetting commercial properties assessments.

G. Acquisition of Pineda Boulevard Segments F, G, and H Phases 1 and 3 (to be provided under separate cover)

Ms. Kilinski stated that the Board is ratifying the documents that were already done and approving Staff working to finalize the documents for additional costs contributable to the balance that is the retainage previously held when the District acquired the documents. These forms are in substantial form between her office and The Viera Company now.

▪ **The Viera Company Request Letter to VSD for Reimbursement from Series 2023 Bond Proceeds/Requisition for Same**

This item, previously Item 6I, was presented out of order.

Ms. Kilinski stated that the District wants to increase the amount requested for reimbursement to The Viera Company from \$15,539,410.33 to \$15,762,564.82, which will deplete the construction acquisition account. The total unreimbursed amount from The Viera Company for these improvements is \$60,148,493.94. The amount to be developed, of about \$400,000, would be entered in the contribution log for future offsets of commercial properties.

Mr. Wilson will submit a revised letter with the updated amount to replace the one in the agenda. Ms. Kilinski will submit a revised first page of Requisition Number 3 to show the new amount, which will replace the one in the agenda.

H. Zev Cohen Work Authorizations

Mr. Lites presented Items 6HI through 6HIII. He noted the following:

I. 36 Environmental Professional Fiscal Year 2023/2024

This item is for services associated with Management in The Viera Wilderness Park, attending District Board meetings and coordinating with Duda & Sons (Duda) and the contractor to ensure management is consistent with the goals of the Habitat Management Plan (HMP) and the United States Army Corps of Engineers (USACE) permits.

▪ **#38 Inspections and Miscellaneous Work by Environmental Professional**

This item, previously Item 6HIII, was presented out of order.

This item is for services associated with inspections and evaluations, performing annual monitoring to ensure the District is consistent with the USACE permit, The Viera Wilderness Park Stage 2 and coordinates with the District and the County and guidance for the Preferred Cover Type Management within the development areas.

II. #37 Wetland/Habitat Maintenance in Viera Wilderness Park

This item is for actual targeted spraying and maintenance of The Viera Wilderness Park Stage 1 Conservation District.

These are regular annual work authorizations and all are consistent with the budget.

III. #38 Inspections and Miscellaneous Work by Environmental Professional

This item was presented following Item 6HI.

I. The Viera Company Request Letter to VSD for Reimbursement from Series 2023 Bond Proceeds/Requisition for Same

This item was presented following Item 6G.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, Items 6A through 6I, as discussed, were ratified, and authorizing Staff working to finalize the documents for additional costs contributable to the balance that is the retainage previously held when the District acquired the documents, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration/Ratification of PCT
Management Plan 2024**

Mr. Lites stated that the updated Preferred Cover Type Management Plan 2024 will be submitted to the County's Natural Resource Management Department and, upon approval, it will be implemented in perpetuity.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the Preferred Cover Type Management Plan 2024, was approved and/or ratified.

EIGHTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of September 30, 2023**

Mr. Lites reviewed lines items that exceeded budget because they were coded to the wrong budget line item. He will work with Ms. Schackmann to prevent this from happening

again. Mr. Torres stated he will make sure the Ecor Industries invoices are sent to him for coding.

Ms. Mitchell asked if the annual audit is underway. Mr. Torres replied affirmatively and noted that the Auditor is statutorily required for it to be completed and submitted in June.

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

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk PLLC

There was nothing further to report.

B. District Engineer: BSE Consultants Inc.

Mr. Kamal reported the following:

➤ Brewer Paving and Development, LLC is expecting notification from the supplier as to when the materials for the Stormwater System repair project will be available. Upon receipt, a Notice to Proceed will be issued and the contract time will continue to run. He hopes the project will be completed by the next meeting.

➤ Proposals were secured for a diver to inspect the stormwater ponds at Trasona to determine the problem, as the ponds are not consistent with the Master Stormwater Plan. A report will be provided at the next meeting.

C. Environmental Consultant: Zev Cohen & Associates

Mr. Lites reported the following:

➤ Coordination with a prescribed burn contractor is underway to target burns in all stages in the conservation district; covering about 500 acres per year for the next four years.

➤ An additional \$60,000 was received to prescribe burns all stages in the conservation district.

➤ A burn in January or February 2024 is being targeted, as winter burns are much safer then, and will be coordinating with Duda & Sons and the St. John's River Water Management District

➤ The Green Environmental Management contract will forwarded once received. He will coordinate with Eva to distribute educational materials to the affected parties.

Ms. Mitchell asked Mr. Lites to notify her when the educational materials are available for distribution.

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**

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Pokrywa stated that The Viera Company's General Counsel, Mr. Jay Decator, is retiring on Dec 31, 2023 after nearly 30 years with the company and Mr. Ben Wilson will assume that role on January 1, 2024. He thanked Mr. Decator for his years of service.

Mr. Decator discussed steps from when they initiated the Charter, development delays due to the recession and acknowledged how the project accelerated after Mr. Pokrywa's arrival. All in attendance applauded Mr. Decator.

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

This item was an addition to the agenda.

This item will be added to future agendas.

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the meeting adjourned at 10:10 a.m.</p>

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

244

245

246

247

248

249 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

5A

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

This Sixteenth Amendment (the "Sixteenth Amendment") is made and entered into to be effective the 1st day of December 2023, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 1, 2023, the District and the Contractor entered into that certain *Fourteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Fourteenth Amendment”) for maintenance of additional areas; and

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

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

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

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

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

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

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

- A. **Monthly Aquatic Weed Control:** In a total annual amount not to exceed *Two Hundred Five Thousand, Three Hundred Eight Dollars and No Cents* (\$205,308.00), payable in equal monthly installments of *Seventeen Thousand, One Hundred Nine Dollars and No Cents* (\$17,109.00) for monthly aquatic weed control of the Lakes identified in Section I of **Exhibit A** to this Sixteenth Amendment;

- B. Natural Areas Management (bi-monthly): In a total annual amount of *Thirteen Thousand, Three Hundred Eighty Dollars and No Cents* (\$13,380.00), payable in equal bi-monthly installments of *Two Thousand, Two Hundred Thirty Dollars and No Cents* (\$2,230.00), for the bi-monthly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of Exhibit A to this Sixteenth Amendment;
- C. Natural Areas Management (quarterly): In a total annual amount not to exceed *Five Thousand, Six Hundred Dollars and No Cents* (\$5,600.00), payable in quarterly installments of *One Thousand Four Hundred Dollars and No Cents* (\$1,400.00), for the quarterly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of Exhibit A to this Sixteenth Amendment;
- D. 2-Mile Canal Services: In a total annual amount not to exceed *Four Thousand, Three Hundred Dollars and No Cents* (\$4,300.00), payable in quarterly installments of *One Thousand, Seventy-Five Dollars and No Cents* (\$1,075.00), for the Services of maintaining the Two-Mile Canal identified in Section III of Exhibit A to this Sixteenth Amendment; and
- E. 2-Mile Canal – Nautique Dosing: In a total amount of *Ten Thousand, Two Hundred Dollars and No Cents* (\$10,200.00), payable in bi-monthly installments of *One Thousand, Seven Hundred Dollars and No Cents* (\$1,700.00), for the Services of Nautique Dosing in the Two-Mile Canal identified in Section III of Exhibit A to this Sixteenth Amendment.

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

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

VIERA STEWARDSHIP DISTRICT



Chairman, Board of Supervisors

ECOR INDUSTRIES, INC.,
a Florida corporation

Print: _____
Its: _____

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

- B. Natural Areas Management (bi-monthly): In a total annual amount of *Thirteen Thousand, Three Hundred Eighty Dollars and No Cents* (\$13,380.00), payable in equal bi-monthly installments of *Two Thousand, Two Hundred Thirty Dollars and No Cents* (\$2,230.00), for the bi-monthly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of Exhibit A to this Sixteenth Amendment;
- C. Natural Areas Management (quarterly): In a total annual amount not to exceed *Five Thousand, Six Hundred Dollars and No Cents* (\$5,600.00), payable in quarterly installments of *One Thousand Four Hundred Dollars and No Cents* (\$1,400.00), for the quarterly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of Exhibit A to this Sixteenth Amendment;
- D. 2-Mile Canal Services: In a total annual amount not to exceed *Four Thousand, Three Hundred Dollars and No Cents* (\$4,300.00), payable in quarterly installments of *One Thousand, Seventy-Five Dollars and No Cents* (\$1,075.00), for the Services of maintaining the Two-Mile Canal identified in Section III of Exhibit A to this Sixteenth Amendment; and
- E. 2-Mile Canal – Nautique Dosing: In a total amount of *Ten Thousand, Two Hundred Dollars and No Cents* (\$10,200.00), payable in bi-monthly installments of *One Thousand, Seven Hundred Dollars and No Cents* (\$1,700.00), for the Services of Nautique Dosing in the Two-Mile Canal identified in Section III of Exhibit A to this Sixteenth Amendment.

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

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

VIERA STEWARDSHIP DISTRICT

Chairman, Board of Supervisors

ECOR INDUSTRIES, INC.,
a Florida corporation

Michael A. Garoust

Print: *Michael A. Garoust*
Its: *Vice President*

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

Exhibit A
Contractor's Proposal

- I. **ECOR** agrees to provide monthly services to the lakes in accordance with the terms and conditions of this agreement as listed below:
 - ◆ Control of non-native and invasive emergent shoreline grasses, cattails, torpedo grass, etc., growing up to the high-water mark. Native plants such as bulrush, spikerush, duck potato and pickerelweed are considered beneficial to aquatic habitat and will not be targeted for control unless directed by the **Customer**.
 - ◆ Control of macrophytic and filamentous algae.
 - ◆ Control of floating vegetation such as hyacinths, waterfern, and duckweed.
 - ◆ Contact herbicide applications for suppression of submerged vegetation such as pondweed, eleocharis, and naiad. (Note – Whole lake dosing for problematic vegetation such as hydrilla, eelgrass, or Illinois pondweed control is not included but can be done as an optional service)
 - ◆ Removal of small trash present at the time of service. Excessive amounts of trash or large items requiring additional labor will be quoted for approval prior to removal.
 - ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain a clean body of water.
 - ◆ Reports indicating general location of washouts or erosion. **ECOR** is not responsible for any repairs.

- II. **ECOR** agrees to provide quarterly Natural Areas Management services to the designated conservation areas and wetlands in accordance with the terms and conditions of this agreement as listed below:
 - ◆ Control of Florida Exotic Pest Plant Council's Category I and Category II species.
 - ◆ Control of the nuisance *Ludwigia spp.*, *Typha spp.*, *Salix caroliniana*, and all vines.
 - ◆ Control of *Sesbania herbacea* and *Eupatorium capillifolium* will be done with the explicit recommendation of the consulting Environmental Specialist.
 - ◆ Materials, labor, and equipment to perform the work in accordance with the St. John's WMD permits.

- (Section II - continued from page 1)
 - ◆ 4 events per year on a quarterly basis to include inspections and necessary treatments to maintain a viable habitat for native plant species as specified in the control section of the permit documents.
 - ◆ Service reports for the inspection findings, control measures taken, and materials used.

- III. **ECOR** agrees to provide quarterly services to the **2-Mile Canal** in accordance with the terms and conditions of this agreement as listed below:
 - ◆ Control of emergent shoreline grasses, cattails, torpedo grass, etc., growing in the canal basin to minimize obstructions to the storm water flow-way.
 - ◆ Control of floating vegetation such as hyacinths, waterfern and water lettuce that may result in flow-way obstruction or spread to downstream water bodies.
 - ◆ Dosing of 2-Mile Canal with Nautique for control of hydrilla and eelgrass. Serviced and invoiced separately.
 - ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain an open flow-way.
 - ◆ Reports indicating general location of washouts or erosion. **ECOR** is not responsible for any repairs.

- IV. Optional services quoted as needed:
 - ◆ Aeration systems.
 - ◆ Phosclear treatments for sediment and phosphorous reduction to improve water clarity.
 - ◆ Sonar dosing for hydrilla control.
 - ◆ Littoral shelf plant installations.
 - ◆ Sediment sampling and water quality analysis
 - ◆ Fish stocking

- V. **ECOR** will send a service report, invoice, and statement at the end of each month. **Customer** agrees to pay **ECOR** the service fees as shown on the fee schedule below.

SECTION I - MONTHLY AQUATIC WEED CONTROL
December 2023 (16th Amendment)

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

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

SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
December 2023 (16th Amendment)

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

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
199	Trasona Tract L	1,630'	1.21	\$ 40.00
200	Trasona Tract N	1,520'	1.78	\$ 50.00
201	Trasona Tract CC	2,175'	5.50	\$ 165.00
202	Trasona Tract S	2,030'	2.80	\$ 85.00
203	Trasona Tract R	680'	0.24	\$ 30.00
204	Trasona Tract P	530'	0.39	\$ 30.00
205	Trasona Tract O	1,650'	2.65	\$ 80.00
206	Trasona Tract M	520'	0.12	\$ 30.00
207	Trasona Tract K	2,050'	2.12	\$ 70.00
208	Kerrington Tract M	4,776'	6.03	\$ 180.00
209	Kerrington Tract D	4,120'	6.37	\$ 190.00
210	Kerrington Tract K	2,920'	4.37	\$ 130.00
211	Kerrington Tract E	2,775'	4.00	\$ 120.00
212	Loren Cove Tract F	2,390'	4.12	\$ 130.00
213	Reeling Park Tract C	2,820'	6.91	\$ 200.00
214	Reeling Park Tract OSN2.5	700'	0.40	\$ 30.00
215	Reeling Park Tract OSN2.1	870'	1.05	\$ 30.00
217	Valencia Tract A	4,717'	6.74	\$ 200.00
218	Valencia Tracts B1, B2 & B3	6,805'	13.76	\$ 420.00
219	Valencia Tract C	935'	1.46	\$ 45.00
220	Valencia Tract D	1,020'	1.68	\$ 50.00
221	Stonecrest Tract A1	4,200'	7.68	\$ 230.00
222	Stonecrest Tract A2	4,500'	6.87	\$ 240.00
223	Stonecrest Tract B	5,670'	7.93	\$ 240.00
224	Stonecrest Tract C	1,450'	2.76	\$ 100.00
225	Stonecrest Tract D	940'	2.06	\$ 80.00
226	Stonecrest Tract E	3,325'	4.21	\$ 150.00
235	Reeling Park South Phase 1 Tract H	1,320'	1.43	\$ 60.00
237	Loren Cove South Tract H	860'	1.02	\$ 30.00
238	Loren Cove South Tract H	1,290'	2.19	\$ 70.00
239	Sierra Cove Tract A	650'	0.54	\$ 40.00
240	Sierra Cove Tract B	600'	0.47	\$ 40.00
241	Sierra Cove Tract C	1,155'	1.07	\$ 40.00
242	Sierra Cove Tract D	1,100'	1.26	\$ 40.00
243	Sierra Cove Tract E	370'	0.22	\$ 30.00
244	Sendero/Sierra Cove	1,300'	1.07	\$ 40.00
245	Sierra Cove Ph 1 Tract OSN7-4A	2,080'	2.63	\$ 100.00
246	Sendero/Sierra Cove PH 3 Tract AA	3,940'	4.38	\$ 170.00
248	Sendero/Sierra Cove Tract G	520'	0.46	\$ 40.00
249	Sendero/Sierra Cove Tract H	570'	0.50	\$ 40.00

**SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
December 2023 (16th Amendment)**

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

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
250	Sendero/Sierra Cove Tract I	550'	0.51	\$ 40.00
251	Sendero/Sierra Cove Tract N	2,150'	4.20	\$ 150.00
252	Sendero/Sierra Cove Tract OSN7.10D	1,410'	2.82	\$ 100.00
253	Sendero/Sierra Cove PH 3 Tract R	1,620'	2.07	\$ 80.00
254	Send/Sierra Cove Ph 1 Tr OSN7-16C	1,690'	2.43	\$ 80.00
255	Send/Sierra Cove Ph 4 Tr OSN7-16D	1,645'	2.70	\$ 100.00
256	Sendero/Sierra Cove PH4-5 Tract U	2,355'	3.33	\$ 130.00
257	Avalonia PH 1 Tract D	3,720'	5.93	\$ 240.00
258	Avalonia PH 1 Tract G	1,935'	3.40	\$ 130.00
259	Avalonia Ph 1 Tract J	3,670'	6.20	\$ 250.00
262	Avalonia PH 1 Tract P	3,825'	5.76	\$ 230.00
227	Bridgewater at Viera Tract A	2,470'	4.81	\$ 140.00
228	Bridgewater at Viera Tract B	1,860'	3.65	\$ 110.00
229	Bridgewater at Viera Tract C	2,140'	5.45	\$ 160.00
230	Bridgewater at Viera Tract H	3,660'	12.91	\$ 390.00
231	Bridgewater at Viera Tract I	3,480'	9.68	\$ 290.00
232	Bridgewater at Viera Tract M	3,270'	5.98	\$ 180.00
233	Bridgewater at Viera Tract N	2,840'	3.88	\$ 120.00
261	Avalonia Ph 1 Tract M	1,540'	3.35	\$ 120.00
264	Bridgewater Central at Viera A	2,400'	5.88	\$ 260.00
265	Bridgewater Central at Viera D	3,500'	6.67	\$ 290.00
266	Bridgewater Central at Viera B	3,550'	8.51	\$ 375.00
267	Bridgewater Central at Viera C	3,300'	8.50	\$ 375.00
268	Bridgewater Central at Viera R	4,160'	10.83	\$ 400.00
269	Bridgewater South Sec 1 Tract A	3,325'	8.52	\$ 375.00
270	Bridgewater South Sec 2 Tract A	2,325'	5.03	\$ 220.00
271	Bridgewater South Sec 2 Tract B	2,800'	8.51	\$ 375.00
272	Bridgewater South Sec 2 Tract F	2,650'	4.56	\$ 200.00
273	Bridgewater South Sec 2 Tract C	2,900'	6.29	\$ 275.00
274	Bridgewater South Sec 2 Tract E	2,050'	4.57	\$ 299.00
275	Bridgewater South Sec 2 Tract D	2,000'	2.39	\$ 110.00
315	Lk Andrew/Pineda Ph 1 Tract B	2,075'	5.10	\$ 225.00
263	Pineda III-E-3	1,400'	1.80	\$ 70.00
279	Viera Village Ctr 1 - Tract A	1,400'	1.01	\$ 40.00
280	Viera Village Ctr 1 A2	1,330	1.24	\$ 50.00
281	Viera Village Ctr 1 A3	840'	0.64	\$ 40.00
282	Aripeka PH 1 Tract Y	1,210'	2.33	\$ 100.00
283	Aripeka PH 1 Tract A	1,190'	1.56	\$ 60.00
284	Aripeka PH 1 Tract D	1,320'	1.99	\$ 80.00
285	Aripeka PH 1 Tract F	1,245'	2.31	\$ 100.00
MONTHLY FEE			563.06	\$ 17,109.00
ANNUAL FEE				\$ 205,308.00

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

SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
Wetland 12	Sendero/Sierra Tract OSN7.6	Even Months	3.85	\$ 345.00
Wetland 40	Avalonia Phase 1; Tract L	Even Months	5.26	\$ 470.00
Wetland 41	Stonecrest OSN6.1	Even Months	6.66	\$ 600.00
Wetland 60	Viera Village Ctr 1 - Tract B	Even Months	4.00	\$ 360.00
Wetland 62	Addison Center at Viera Tract A	Even Months	1.91	\$ 170.00
Wetland 68	Avalonia Phase 1; Tract E	Even Months	1.58	\$ 140.00
Wetland 69	Loren Cove South Phase I Tract D	Even Months	1.64	\$ 145.00
Every Other Month Service Fee				\$ 2,230.00
ANNUAL FEE				\$ 13,380.00

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

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

SECTION III - 2-MILE CANAL SERVICES

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

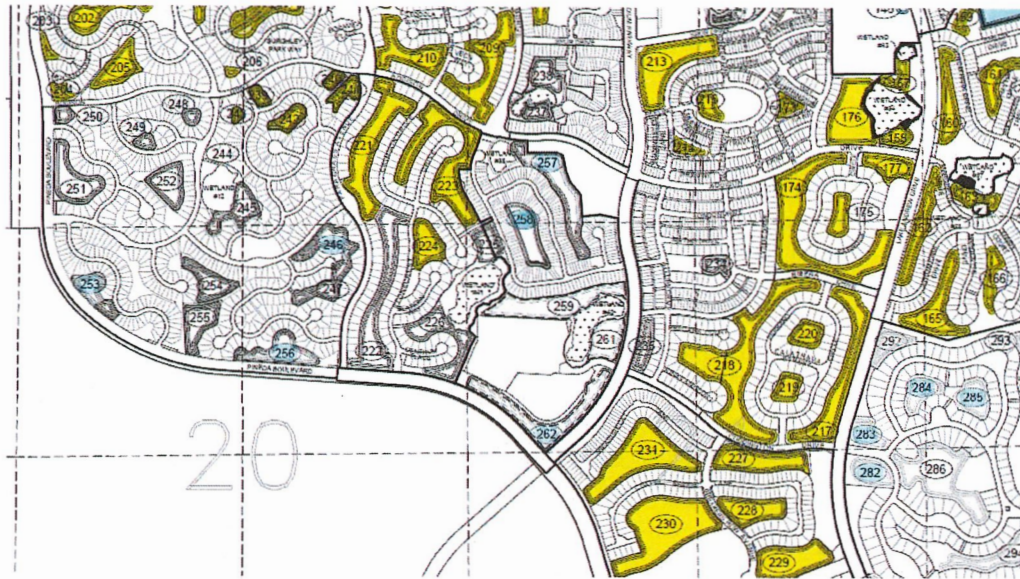
2-MILE CANAL - NAUTIQUE DOSING

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

1. ECOR's "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. ECOR is fully insured, licensed, and certified with documentation provided upon request.
2. It is the Customer's responsibility to notify ECOR of all work areas that are designated as mitigation sites and have desirable plants installed. ECOR assumes no responsibility for damaged plants where Customer has failed to notify ECOR of such areas.
3. ECOR will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. ECOR can provide these services at a rate of \$50 per hour to cover labor and equipment.
4. ECOR will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by ECOR such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. ECOR may provide a quotation for such services upon request.
5. ECOR technicians are instructed to remove occasional pieces of trash from the lakes as part of their service inspection. However, trash or debris deemed excessive and requiring additional man hours will be quoted as an optional service.
6. This agreement does not provide for the installation or maintenance of aeration diffusers or fountains. A separate scope of work and service agreement may be provided as needed.
7. ECOR will notify the Customer of any visible erosion, washout problems or issues with water control structures as discovered during regular service rounds. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). ECOR does not provide engineering services and is not responsible for any repairs or maintenance of erosion or washout areas.
8. ECOR advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is not provided for in this agreement unless so stated.
9. Water use restrictions after treatments are not often required. When restrictions are required, ECOR will notify the Customer in writing of all restrictions that apply. ECOR will not be held liable for damages resulting from the Customer failing to follow restrictions.

Exhibit B Map

Exhibit B - Location Map
16th Amendment - December 2023



■ Lakes added - 246, 253, 256, 257, 258, 262, 282, 283, 284 & 285

**VIERA
STEWARDSHIP DISTRICT**

5B

Prepared by and return to:

Benjamin E. Wilson, Esq.
A.Duda & Sons, Inc.
1200 Duda Trail
Oviedo, FL 32765
(321) 242-1200

**THIRTEENTH MODIFICATION AND AMENDMENT
TO
DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT**

THIS THIRTEENTH MODIFICATION AND AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT (this “**Amendment**”) is dated as of April 9, 2024 (the “**Effective Date**”) by A. DUDA & SONS, INC., a Florida corporation (“**Duda**”) and VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes (the “**VSD**”), and CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (“**CVCA**”). Duda, the VSD, and CVCA may be individually referred to in this Amendment as a “**Party**” and collectively, the “**Parties.**”

RECITALS:

WHEREAS, Duda and Viera East Community Development District entered into that certain Duda/District Canal System Drainage Easement dated June 23, 1992 and recorded on December 1, 1992 in Official Records Book 3249, Page 603, of the Public Records of Brevard County, Florida, as amended from time to time, with the most recent recorded amendment being that certain Amended and Restated Twelfth Modification and Amendment to Canal System under Duda/District Canal System Drainage Easement among Duda, Viera East Community Development District, the VSD and CVCA dated January 11, 2021 and recorded on January 12, 2022 in Official Records Book 9383, Page 481, of the Public Records of Brevard County, Florida (the “**12th Amendment**”) (collectively, the “**Agreement**”);

WHEREAS, under the terms and conditions of the Agreement, Duda has the right, but not the obligation, to (a) modify the Canal System from time to time to construct additional canals and other water control structures that flow into or receive flow from the Canal System, and (b) to change the location of the canals and other structures located therein that are a part of the Canal System (as to be evidenced by a recorded amendment to the Agreement), and, as a consequence of such modifications to the Canal System, the location of the Drainage Easement over the Canal System would be modified to be across the modified Canal System under the Agreement;

WHEREAS, since the original execution of the amendment to the Agreement, Duda has exercised the above-referenced right to modify the Canal from time to time, as set forth in the various recorded amendments to the Agreement;

WHEREAS, Section 3(d) of the 12th Amendment provides the same canal modification rights to the VSD for the portions of the Canal System that are a part of the VSD Village Drainage System from time to time and to CVCA for the portions of the Canal System that are a part of the CVCA Master Drainage System from time to time; and

WHEREAS, Duda, the VSD and CVCA desire to further amend the Agreement to memorialize the current depiction and legal description of the Canal System, which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference (which includes a clear delineation of the portion of the Canal System that is a part of (a) the CVCA Master Drainage System, (b) the VSD Village Drainage System, or (c) the Remainder Canal System of Duda as of the Effective Date for purposes of clarifying the location of the Canal System to effectuate relocations in some of the canals that are a part of the CVCA Master Drainage System, the VSD Village Drainage System and the Remainder Canal System.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate the Agreement as follows:

1. RECITALS: The above recitals are true and correct, and are incorporated into this Amendment by this reference.

2. DEFINITIONS: Any capitalized term that is not defined in this Amendment shall have the meanings given to that term in the Amendment.

3. AMENDMENT: The following amendment is hereby made to the Agreement as of the Effective Date:

The Canal System is hereby amended to be those certain canals more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. Said Exhibit "A" depicts the portions of the Canal System that are a part of (1) the CVCA Master Drainage System, (2) the VSD Village Drainage System, or (3) the Remainder Canal System as of the Effective Date.

4. AUTHORITY TO EXECUTE AGREEMENT: Each Party hereby represents and warrants to the other Party that it has full power and authority to execute this Amendment and has received all applicable corporate, organizational, or governmental approval necessary for such Party to execute this Amendment.

5. FULL FORCE AND EFFECT: Except as modified by this Amendment, the Agreement remains unmodified and in full force and effect.

6. COUNTERPARTS: This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(SIGNATURES ARE ON THE FOLLOWING PAGES.)

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

WITNESSES:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040
Charlene R. Spangler
Print Name: Charlene R. Spangler
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040

DUDA:

A. DUDA & SONS, INC.,
a Florida corporation
By: [Signature]
Print Name: Todd J. Pokrywa
Title: Senior Vice President, Real Estate
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040
Charlene R. Spangler
Print Name: Charlene R. Spangler
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040

VSD:

VIERA STEWARDSHIP DISTRICT,
a special purpose unit of local government established
pursuant to Chapter 2006-360, Laws of Florida and Chapter
189, Florida Statutes
By: [Signature]
Print Name: Todd J. Pokrywa
Title: Chairman
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040

WITNESSES:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040
Charlene R. Spangler
Print Name: Charlene R. Spangler
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040

CVCA:

CENTRAL VIERA COMMUNITY ASSOCIATION,
INC.,
a Florida not-for-profit corporation
By: [Signature]
Print Name: Eva M. Rey
Title: President
Address: 7380 Murrell Road, Suite 201
Viera, FL 32040

(NOTARY ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGES.)

NOTARY ACKNOWLEDGMENTS

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by ☒ physical presence or online notarization on the 9th day of April 2024 by Todd J. Pokrywa, as Senior Vice President, Real Estate of A. DUDA & SONS, INC., a Florida corporation, on behalf of the corporation. He ☒ is personally known to me or _____ produced a State of Florida Driver's License as proof of identification.



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

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: State of Florida
Commission No.: HH 140832
My Commission Expires: 10/10/2025

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by ☒ physical presence or online notarization on the 9th day of April 2024 by 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, and Chapter 189, Florida Statutes, on behalf of the district. He ☒ is personally known to me or _____ produced a State of Florida Driver's License as proof of identification.



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

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: State of Florida
Commission No.: HH 140832
My Commission Expires: 10/10/2025

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by ☒ physical presence or online notarization on the 9th day of April 2024 by Eva M. Rey, as President of CENTRAL VIERA COMMUNITY ASSOCIATION, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She ☒ is personally known to me or _____ produced a State of Florida Driver's License as proof of identification.



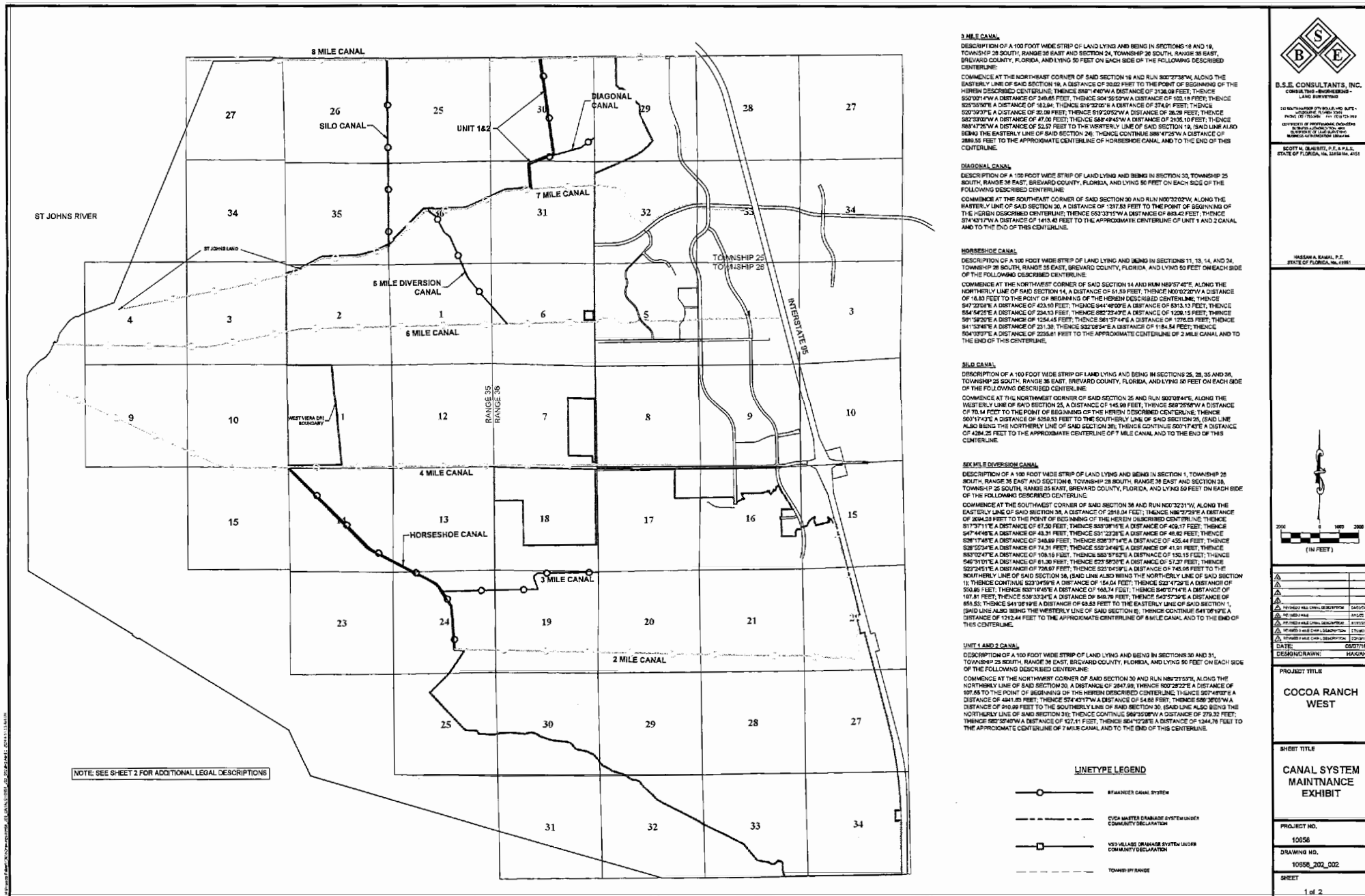
BENJAMIN E. WILSON
Commission # HH 140832
Expires October 10, 2025
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Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: State of Florida
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Exhibit "A"

The Modified Canal System Map and Legal Descriptions

X:\LEGAL_VC\ADS\Cocoa Ranch\Canal Maintenance\Duda-District Canal System Drainage Easement\13th Amendment to Canal System
Drainage Easement.doc



HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41851

TOGETHER WITH THE FOLLOWING DESCRIBED 5 PARCELS OF LAND

PARCEL 1:
A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF AVILA BOULEVARD ACCORDING TO THE PLAT OF AVILA BOULEVARD EXTENSION AS RECORDED IN PLAT BOOK 87, PAGE 6, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN NORTH 89° 50' 00" WEST ALONG SAID AVILA BOULEVARD A DISTANCE OF 104.31 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S80° 00' 00" EAST CONTAINING ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 184.37 FEET; THENCE S80° 00' 00" EAST, A DISTANCE OF 64.80 FEET; THENCE S80° 00' 00" EAST, A DISTANCE OF 194.37 FEET TO A POINT ON THE SOUTH LINE OF AN 80' WIDE CANAL, AS SHOWN AS RECORDED IN OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN NORTH 89° 50' 00" WEST ALONG SAID CANAL A DISTANCE OF 434.34 FEET TO THE POINT OF BEGINNING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N87° 14' 30" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 104.31 FEET TO THE POINT OF BEGINNING OF THE PLAT OF AVILA BOULEVARD EXTENSION; THENCE S80° 00' 00" EAST, A DISTANCE OF 184.37 FEET TO THE POINT OF BEGINNING, CONTAINING 64 ACRES, MORE OR LESS.

PARCEL 6: A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 30 SOUTH, RANGE 38 WEST, BREVARD COUNTY, FLORIDA, AND MORE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CORNER OF THE SOUTHWEST CORNER OF VERA BOULEVARD ACCORDING TO THE MAP OF VERA BOULEVARD, TOWNSHIP 30 SOUTH, RANGE 38 WEST, PAGE 4 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE SOUTHWEST CORNER OF THE RIGHT-OF-WAY OF SAID VERA BOULEVARD, A DISTANCE OF 886.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S89°06'00"E CONTINUING ALONG SAID SOUTH SIDE OF VERA BOULEVARD TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, A DISTANCE OF 454.51 FEET; THENCE S89°06'00"E A DISTANCE OF 79.65 FEET; THENCE N81°32'21"W A DISTANCE OF 260.55 FEET; THENCE N89°12'21"W A DISTANCE OF 50.75 FEET TO THE POINT OF BEGINNING OF A CURVE; TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, A CURVE BEING 100 FEET IN RADIUS, 180° IN CENTRAL ANGLE, 100 FEET IN CHORD, 100 FEET IN CHORD BEARS OF N41°24'12"E; AND A CHORD LENGTH OF 36.06 FEET; A DISTANCE OF 48.06 FEET TO THE POINT OF BEGINNING, CONTAINING 70 ACRES, MORE OR LESS.

[illegible][illegible]

A 103 FOOT WIDE DRAINAGE EASEMENT IN THOSE PORTIONS OF SECTIONS 28, 29 AND 30, TOWNSHIP SOUTH, RANGE 38 EAST, AND THOSE PORTIONS OF SECTIONS 24, 25, 26, 27 AND 28, TOWNSHIP 25 SOUTH, RANGE 35 EAST, ALL LYING WITHIN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEGMENT 1 - BEGIN AT POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY, STATE ROAD DEPARTMENT 6 (THIRDS) SECTION 92223-2428, DATE OF 1963, AND POINT BEING PERPENDICULAR TO THE CENTERLINE OF THE CULVERT AT STATION 1124+60, AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT DRAINAGE MAP, PROJECT NUMBER 145 311/1773, STATE JOB NUMBER 7020-3428, SHEET NUMBER 2, THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 26 TO THE EASTERN RIGHT OF WAY LINE OF FISKE BOULEVARD AS PER OFFICIAL RECORD BOOK 1064, PAGE 523, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH SEGMENT 2 - THE NORTHERN 100 FEET OF TRACT G, PER THE PLAT OF ADELAIDE PLAT 3, AS INCORPORATED IN PLAT BOOK 44, PAGE 20, IN ALSO RECORDING THE REBUILT AND COLLECTED, IN ORDER

TOGETHER WITH SEGMENT 3 - THE NORTHERN 100 FEET OF SAID SECTION 30, TOWNSHIP 25 SOUTH, RANGE 38 EAST, AND THE NORTHERN 100 FEET OF SECTIONS 25, 26, 27 AND 28, TOWNSHIP 25 SOUTH, RANGE 35 EAST, TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF LANDS OWNED BY CLUDA LANDS, INC., SAID WESTERLY BOUNDARY ALSO BEING THE COMMON BOUNDARY WITH THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT LANDS, AND THE TERMINATION OF SAID SEGMENT AS HEREIN DESCRIBED.

THAT PORTION OF SECTIONS 8, 9, 10, 11, 12, 13, 14 AND 15, TOWNSHIP 26 SOUTH, RANGE 35 EAST, AND THAT PORTION OF SECTIONS 7, 8, 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 35 EAST, ALL LYING WITHIN BREVARD COUNTY, FLORIDA, SAID PORTION BEING AN EASEMENT FOR DRAINAGE PURPOSES WITH THE EASEMENT BEING 100 FEET IN WIDTH AND THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

[illegible]

LESS AND EXCEPT THOSE PORTIONS OF THE EASEMENT LOCATED EASTERLY OF THE WEST LINE OF THE PLAT OF HERITAGE ISLE - PHASE 1 AS RECORDED IN PLAT BOOK 50, PAGE 61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THAT PORTION OF SECTIONS 4, 5 AND 6, TOWNSHIP 28 SOUTH, RANGE 35 EAST AND THAT PORTION OF SECTIONS 1, 2, 3, 4 AND 5, TOWNSHIP 28 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, SAID PORTION BEING EASEMENT FOR DRAINAGE PURPOSES WITH THE EASEMENT BEING OF VARYING WIDTH BEING DESCRIBED AS FOLLOWS:

RECEIVED 11
BEGIN AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AS SHOWN ON THE
STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, STATE ROAD NUMBER 6 (S-92)
SECTION 70230-2408, DATE OF 1963, SAID POINT BEING PERPENDICULAR TO THE CENTERLINE OF AN 8'
X 7' BOX CULVERT AT LOCATION 1562+80, AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD
DEPARTMENT DRAINAGE DISTRICT PROJECT NUMBER 1463 3111177, STATE ROAD NUMBER 3463, SHEET
NUMBER 2, AND RUN THROUGH TRACT Q, D, 46-2117, WIDE PRIVATE DRAINAGE EASEMENT WITHIN
TRACT A, AND TRACT C, ALL OF THE PLAT OF VIEIRA REGIONAL PARK AS SHOWN IN PLAT BOOK 52,
PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

SEGMENT 2
A 100 FOOT WIDE STRIP OF LAND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

[illegible]

DOI: 10.1002/for

[illegible]

THAT PORTION OF SECTIONS 15, 19, 20, 21 AND 22, TOWNSHIP 25 SOUTH, RANGE 35 EAST, AND THAT PORTION OF SECTIONS 21, 22, 23 AND 24, TOWNSHIP 25 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, SAID PORTION BEING AN EASEMENT FOR DRAINAGE PURPOSES AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

COCOA RANCH
WEST

SHEET TITLE

**CANAL SYSTEM
MAINTNANCE
EXHIBIT**

PROJECT NO.	10558
DRAWING NO.	10558_202_002
SHEET	

**VIERA
STEWARDSHIP DISTRICT**

5C

**FIRST ADDENDUM TO THE AGREEMENT BETWEEN VIERA STEWARDSHIP DISTRICT AND
BREWER PAVING & DEVELOPMENT, LLC REGARDING STORMWATER SYSTEM REPAIR**

This **First Addendum** (the "First Addendum") is made and entered into effective this ____ day of January, 2024, 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, whose 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 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District owns, operates, and maintains certain public infrastructure improvements, including stormwater improvements; and

WHEREAS, the District and the Contractor previously entered into that certain *Agreement for Stormwater System Repair* dated October 2023 (the "Agreement"), for stormwater improvement work, including installation of Granite RIP RAP Weir Repair-Existing 4 mile/2 mile Diversion Canal; and

WHEREAS, Section 20 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and executed by the Parties; and

WHEREAS, the Contractor is nearing completion of the repair work and estimates it will need 2-3 additional loads of material beyond the contract estimate to complete the installation which cost is estimated between \$7,000 and \$9,000 (the "Additional Materials") and requests an amendment to the Agreement to provide for the same.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Addendum.

SECTION 2. ADDITIONAL MATERIAL. Section 3 and Exhibit A of the Agreement are hereby amended to provide Additional Materials for completion of the Services as defined in the Agreement and exhibits thereto. As compensation for the Additional Materials, the District shall remit an amount equal to the actual costs of the Additional Materials and in an amount not to exceed \$10,000.00 (Ten Thousand Dollars and 00/100) to the Contractor, all in accordance with the terms of the Agreement.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Addendum, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of Services, fees, costs, indemnification, and sovereign immunity provisions, remain in full force and effect and are fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Addendum has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and each of the Parties have full power and authority to comply with the terms and provisions of this First Addendum.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

VIERA STEWARDSHIP DISTRICT



Chairperson, Board of Supervisors

BREWER PAVING & DEVELOPMENT, LLC

By: _____

Print: _____

Its: _____

**VIERA
STEWARDSHIP DISTRICT**

5D

VIERA STEWARDSHIP DISTRICT																
VIERA WILDERNESS PARK – ANNUAL UTILIZATION PROGRAM CHECKLIST - FISCAL YEAR 2024/2025																
4/30/2024 Final Updated 5/10/2024																
Responsible parties: Viera Stewardship District (VSD) A. Duda & Sons, Inc. (ADS)			Notes: 1) See narrative discussion in Section 4 of the VWP "Habitat Management Plan" (approved by Brevard County 12/15/2009) 2) See narrative discussion in Section 5 of the VWP "Habitat Management Plan - Individual Listed Species Considerations" 3) In accordance with FDACS approved Best Management Practices													
Management Unit: VWP Stage 1 and Stage 2			Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity													
Fiscal year: 2024/2025			<div style="text-align: center;"> <div style="border: 1px solid black; width: 100%; margin: 0 auto; padding: 2px;"> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Peak Nesting Season </div> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Dry Season </div> </div> </div>													
HMP	Resource Management Objectives	Initiator	VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
4.1	Resource Protection and Conservation															
a	Conservation Planning															
	Conversion of habitat to improved pasture, turfgrass, range land, or wet prairie for caracara mitigation requirements (SHCP) in VWP Stage 2 K Pastures and I Pastures. (1)		X													
	Continued conversion of approximately 600 acres of pasture and flatwoods to turfgrass in K-1W, K-1E, and F1. (2, 4)		X													
	Consult VSD during AUP preparation and prior to Vegetation Management activities (see 4.3 below) (3)		X													
Comments: 1) Supplemental Habitat Conversion Plan (SHCP) areas in K Pastures completed. SHCP #2 = 163ac converting from rough to improved pasture. SHCP #3 = 58ac Converting from improved pasture to turf grass. SHCP #4 = 53ac maintained as rough pasture. In I Pasture SHCP #6 = 29 acres, conversion from forested to rough pasture, continue to maintain. See 4.3b and 4.3c comments below. 2) Conversion to turfgrass to improve caracara foraging habitat and provide economic stability to VWP management. 3) Consultation with VSD and ADS occurred in conjunction with the completion of this "AUP Checklist" 4) Turf grass conversion will be conducted according to the Cocoa Ranch Caracara Procedure. Four phase conversion of 600-acres will take several years to complete, current work on phase 1 & 2.																

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity															
Fiscal year: 2024/2025		Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Peak Nesting Season Dry Season															
HMP b	Resource Management Objectives	Initiator	VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
	Conservation Protection																
	Additional Conservation Easements to take effect	X															
Comments: Additional areas in Conservation District (CD) of VWP Stage 1 recorded in CE for Town Center, Adelaide, Neighborhood 9. Three burrowing owl areas recorded in CE. Environmental easement for the VWP Stage 2 was recorded on October 2, 2019, and the Lake Andrew/Pineda Extension Conservation Easement was recorded on September 24, 2020. The current Stage 2 extent now includes all of Stage 2 and most of the historic Stage 3, including the CD near I-95 north of the 2 mile canal. VWP Stage 3 CE is anticipated in Fiscal Year 2024/2025. All Stage 3 will be Rural District except for the Conservation District by I-95 (South of the 2 mile canal) and small additions to the J-4 woods. All Ranch housing located in Stage 3 will be maintained in the Rural District to facilitate the continuation of agricultural activities beneficial to the VWP.																	
c	Management Timing	X															
	Current Management Period	X															
	Conservation Easements granted	X	X	Conservation Easement granted by ADS to the VSD: VWP Stage 1 recorded on November 30, 2012. VWP Stage 2 recorded on October 2, 2019													
Comments: Continuing management period 3 for VWP Stage 1. Continuing management period 2 for VWP Stage 2. VWP Stage 3 anticipated Management Period (CE) in Fiscal Year 2024/2025.																	
d	Management Units	X		In consultation with ADS management, VSD Management Units should roughly follow existing pasture boundaries													
		X		VWP Stage 1 (L-1 Pasture): 760.42 acres (see "VWP" Stage 1 Management map)													
	Conservation District	X		Approximately 290 acre CD; south boundary = fence on south side of Perimeter canal; fence on west side of Bethel Slough													
	Rural District	X		Approximately 470 acre RD; north boundary = fence on south side of Two-Mile; east boundary = fence along Powerlines													
		X		VWP Stage 2 (I, J, K, E, & D pastures/woods) CD & RD													
	Total	X		VWP Stage 3 (H woods & sod fields, U-1, additions to J-1, I-2, J-4E, L-1)													
Comments: BE 33 CE (7.85 acres) located in DI woods. Three Viera Burrowing Owl Preserves (VBOP): VBOP Area 1 (66.36 acres) located in I-2, VBOP Area 2 (74.06 acres) located in J-1 West, and VBOP Area 3 located in the VWP Stage 1 (L-1 Pasture) (totaling 81.93 acres). Listed species conservation area Stage 3 (and 2).																	

Management Unit: VWP Stage 1 and Stage 2			Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity											
Fiscal year: 2024/2025			Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Peak Nesting Season Dry Season											
HMP	Resource Management Objectives	Initiator VSD ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
4.2	Prescribed Fire													
	Pre-nesting season observations	X												
	VSD confirmation as needed	X												
	Prepare burn plan (1, 2)	X												
	Burn (Rural District) (4)	X												
	Burn (Conservation District) (4)	X												
	Add burn plan and burn information to Fire Log (3)	X X												
	Community education / information	X												
	Maintain Fire Log for inspection by the public ³	X												
	Comments: 1) VWP Stage 1 roller chopping and prescribed fire to follow timber harvest in Supplemental Habitat Conversion Plan (SHCP) areas. 2) Burns anticipated in K2 and J4 woods (VWP Stage 2) and L1 woods (VWP Stage 1). Burns may be conducted at anytime of year, weather permitting, and in accordance with HMP nest survey criteria. 3) As burns are accomplished, ADS will update the necessary records in accordance with local, State, and federal requirements. A copy of these records will be provided to the VSD to maintain the requisite Fire Log. 4) ADS will be the initiator of burns, if any, in the Rural District, and VSD will be the initiator of burns within the Conservation District - Start planning burns in FY 2023, start burns in FY 2024. Burn day support fire lines and site prep with ADS support.													
4.3	Vegetation Management													
a	Invasive Exotic Plant Control													
	Herbicide application	X												
	Biological control	X												
	Mechanical methods (see 4.3c below)	X												
	Comments: Herbicide applications for cogongrass, climbing fern, and Brazilian pepper control to continue in VWP Stage 2 in FY 2024/2025. J4, I-2, and M-2 mechanical - continue using mechanical mulching for Brazilian Pepper removal. ADS using ECOR and Helena as a Contractor to continue to spray cogon grass in Stage 2. Truck/ATV spray climbing fern in VWP Stage 2 in J4 Woods canals. ADS to continue to control/spray Brazilian Pepper in SHCP # 3, 4, and 6 (rural district). Targeted spraying of exotic species in area by I-95 north of D-2N by VSD. Canals will be cleared of any plant congestion limiting flow. In 2024, mechanical management of Brazilian pepper and cogon spraying removal in E-1 and D-1 woods. VWP Stage 3 roller chopping to improve woods for rough grazing.													

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity															
Fiscal year: 2024/2025		Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Peak Nesting Season Dry Season															
HMP	Resource Management Objectives	Initiator	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
b	Timber Management	VSD ADS															
	Cabbage palm harvest	X															
	Timber harvest	X															
	Canopy thinning																
Comments: Cabbage palm harvest to continue at Manager's discretion in accordance with the Cocoa Ranch Caracara Proceedure. Remove cabbage palm continue to allow pine regeneration in Conservation District and PCT in future. After Stage 3 is placed under easement, ADS may timber in the H-11 and H-9 woods (RD) for expanded pasture.																	
c	Mechanical Management (for improving desirable communities)																
	Mowing in 3 VBOPs if not sufficiently grazed (3)	X															
	See Notes Page 1 - SHCP Roller chopping or Aeration (1, 2)	X															
	Seeding	X															
	Continued conversion of approximately 600 acres of pasture to turfgrass west and south of the Viera Wetland Park (F-1W, K-1W, K-1E, and K-3,4)	X															
Comments: 1) Roller chopping up to 250 acre SHCP to be conducted in FY 2022/2023 in VWP Stage 2 - see comments in Section 4.3.a. 2) Mulching and mechanical removal in J4, and SHCP # 3, 4, and 6 of Brazilian Pepper and piles, roller chopping woods in E-1 and D-1 anticipated in 2023/24. 3) Viera Burrowing Owl Preserve (VBOP) 5 year monitoring is complete. The artificial burrows are not required to be kept open per the management plan (MP). The pasture around the VBOP should be managed for cattle production (grazing and rotation) to keep the grass low to benefit and attract burrowing owls to the mounds. If cattle rotation keeps the grass and dog-fennel low, then no mowing is needed. The mounds/pastures in the VBOP will be mowed annually to keep dog-fennel low and improve the pasture for cattle. Note: Pasture seeding will continue in rural areas, as needed. Pasture to turf grass conversion. Curtain burning piles in RD. Mulch in the E1 and D1 woods starting in Fiscal Year 2024 and ongoing into FY 2025.																	
4.4	Hydrological Enhancement																
	Applicable to Conservation District only																
	Wetland enhancement	X															
	Filling ditches	X															
Comments: Evaluate southern perimeter canal for management . ADS to follow up with VSD District Engineer.																	

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity		Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5											
Fiscal year: 2024/2025				Peak Nesting Season ----- Dry Season -----											
HMP	Resource Management Objectives	Initiator VSD ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
4.5	Cattle Grazing and Other Agricultural Practices														
a	Cattle Grazing and Management	X													
Comments: Continued improved pasture expansion in the VWP Stage 2 and 3 Rural Districts and SHCPs as needed to offset pasture lost in development areas. PCT designations in VWP Stage 1 & 2 Rural District (RD) will be removed from the sketch plans and be allowed to be cleared for more cattle grazing (listed SPP habitat), if needed by ADS. An overall PCT Map of the VWP Stages showing PCT in the Conservation District only, will be provided to the District Engineer for the Village 3 Sketch Plan.															
b	Swale maintenance - Outside of Owl nesting season	X													
	Ditch maintenance	X													
Comments: Plow swales in Stage 1, 2, and 3 to clean out. Survey for Burrowing owl to be conducted if pasture swales are cleaned during burrowing owl nesting Season.															
c	Sod Farming (bahia)	X													
Comments: Bahia harvesting as conditions are favorable. Appropriate setbacks to be established if harvesting is proposed during the peak burrowing owl nesting season.															

Management Unit: VWP Stage 1 and Stage 2		Legend:		X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity											
Fiscal year: 2024/2025				<div style="text-align: center;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Peak Nesting Season </div> </div> <div style="text-align: center;"> Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div> <div style="text-align: center;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Dry Season </div> </div>											
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
4.6	Monitoring	VSD	ADS												
a	Prescribed Fire														
	Photo monitoring points (PMP)	X													
	Take pre/post burn photos N/S/E/W directions	X													
Comments: Eight photo monitoring points (PMP)'s are photographed in the VWP Stage 2 during annual monitoring. Six (6) monitoring points for stage 3 have been placed throughout the VWP Stage 3 (four in the RD and two in the CD).															
b	Hydrologic and Vegetative														
	Establish additional PMP's as required by permit	X													
	Take photos as required by permit	X													
Comments: 1) VBOP MP reduced maintenance of artificial burrows and reporting after 5 years (last year was 2021). VBOP monitoring has ended in accordance with the applicable FWC permit/conservation easement. VBOP status shall be reported in the Biennial Report. VBOP continue to be mowed once a year.															
c	Crested Caracara														
	Cocoa Ranch Caracara Procedure		X												
Comments: Continuing implementation of Caracara Procedure - nest in F-1W on County property with zones extending onto conversion areas and will be avoided during nesting season for turf grass conversion. After conversion, turf grass operations will be performed according to the Caracara Ranch Procedures. Caracara procedure will be reviewed for compatibility with VWP Ag Operations after conversion is complete and Agricultural chemicals used will be assessed for special wildlife considerations.															
d	Other Listed Species														
	Gopher tortoise	X													
	Sandhill crane	X													
	Burrowing owl	X													
	Bald eagle	X													
	Wood stork	X													
	Other	X													
Comments: Ongoing implementation of VWP Habitat Management Plan criteria. ADS to conduct observation for species during normal operations. VSD to perform other listed species monitoring if maintenance activities to be preformed during nesting seasons. New bald eagle nest located in VWP Stage 1 continues to appear active. Ranch to follow Bald Eagle management guidelines during operations. Monitoring of Listed Species in VWP Stage 3.															

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity													
Fiscal year: 2024/2025		Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Dry Season													
HMP	Resource Management Objectives	Initiator		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
4.7	Operations	VSD	ADS												
a	Maintenance, Repair, and Improvement of Agricultural & Community Facilities														
	Fencing / Gates		X												
	Feed / mineral areas		X												
	Watering facilities		X												
	Canal Maintenance		X												
	Comments: Canal maintenance performed in accordance with the VSD/ADS Canal Maintenance Agreement. Maintain 5 large drainage canals in E1/D1 woods to be added to VSD canal maintenance map after initial cleaning. Creation of a ranch road from the 4 mile canal to the 2 mile canal through K-1E and K3,4 to replace access lost along powerline and into Village 2														
b	Administration														
	Supplemental personnel		X												
	HMP update every 2 years		X												
	Comments:														

Management Unit: VWP Stage 1 and Stage 2		Legend: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s <div style="background-color: #ADD8E6; width: 20px; height: 10px; display: inline-block;"></div> ADS activity <div style="background-color: #FFFF00; width: 20px; height: 10px; display: inline-block;"></div> VSD activity </div> <div style="width: 65%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; text-align: center;"> Peak Nesting Season </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; text-align: center;"> Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; text-align: center;"> Dry Season </div> </div> </div>														
Fiscal year: 2024/2025																
HMP c	Resource Management Objectives	Initiator														
	Wildlife Management	VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
	Nuisance animals (hog, coyote, armadillo)	X														
	Game population	X		Hunting in accordance with FWC seasons and regulations												
	Feed plot maintenance & planting	X														
	Annual hunting licensee renewal	X														
Comments: Ongoing hog hunting/trapping by ADS (or leases).																
4.8	Funding	X														
4.9	Community Outreach and Collaboration	X		To prepare residents for prescribed fire and PCT management.												
"Comment" pages attached: _____ ADS and _____ VSD																
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1) Submitted by: <div style="text-align: center;"> Bill Lites Signature: _____ </div> </div> <div style="width: 50%;"> Dated: April 23, 2024 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> 2) ADS confirmation: <div style="text-align: center;"> Walter A. Duda Jr. Signature: _____ </div> </div> <div style="width: 50%;"> Dated: 5-15-24 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> 3) Approved by VSD: <div style="text-align: center;"> Todd J. Pokrywa Signature: _____ </div> </div> <div style="width: 50%;"> Dated: 5/16/2024 </div> </div>																

**VIERA
STEWARDSHIP DISTRICT**

5E

**AMENDMENT TO THE MASTER AGREEMENT BETWEEN THE VIERA
STEWARDSHIP VSD AND A. DUDA & SONS, INC. FOR LAND AND HABITAT
MANAGEMENT SERVICES**

THIS AMENDMENT ("Amendment") is made and entered into this 9th day of February 2024, by and between:

VIERA STEWARDSHIP VSD, a local unit of special purpose government established pursuant to Chapter 2006-30, *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 ("VSD"); and

A. DUDA & SONS, INC., a Florida corporation, with a mailing address of P.O. Box 620257 Oviedo, Florida 32762-0257 ("ADS", together with the VSD, the "Parties").

RECITALS

WHEREAS, the VSD and ADS previously entered into that certain *Master Agreement Between the Viera Stewardship VSD and A. Duda & Sons, Inc. for Land and Habitat Management Services*, dated July 29, 2020 ("Agreement"); and

WHEREAS, ADS has requested a change to ADS's rate schedule, attached as Exhibit A to the Agreement, in order to maintain reasonable and competitive rates and to fully provide necessary services to the VSD; and

WHEREAS, the Parties now desire to amend the Agreement to provide for the proposed rate increases and associated amendments to the exhibits to the 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. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Amendment.

SECTION 2. AMENDMENT. The VSD and ADS agree to amend the Agreement as follows: As of the effective date of this Amendment, Exhibit A of the Agreement shall be amended and replaced in its entirety with the Rate Schedule attached as **Exhibit A** to this Amendment.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The VSD and ADS agree that nothing contained herein shall alter or amend the Parties' rights, responsibilities and obligations under the Agreement, except to the extent set forth in this Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

SECTION 4. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

SECTION 5. EFFECTIVE DATE. This Amendment shall be effective as of the day and year first written above.

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

VIERA STEWARDSHIP DISTRICT


Chairperson, Board of Supervisors

A. DUDA & SONS, INC., a Florida corporation

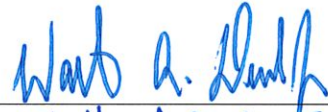

By: Walter A. Duda, Jr.
Its: SVP Duda Ranches Division

Exhibit A: Rates

EXHIBIT A

Rates

1. Mechanical Removal of Brazilian Pepper Trees

Excavator	\$56/hour (\$2,800/week)
Wheel Loader	\$44/hour (\$2,200/week)
Pile Burning	\$15/hour (\$750/week)
Pile Grinding	\$68/hour (\$3,400/week)
Mulching	\$3,000/week

2. Cogon Grass Control – Chemical and Mechanical

Spot Treatments	\$98/hour (\$4,900/week, \$24,500/year)
Boom Treatments	\$42/hour (\$2,100/week, \$6,300/year)
Mechanical Prep	\$72/hour (\$3,600/week, \$7,200/year)

3. Suppression of Sub-Canopy Vegetation and Fire

Roller Chopping	\$60/hour (\$3,000/week)
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4. Weed Suppression and Burrowing Owl Habitat Management

Mowing	\$1,875/week
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5. Post Emergent Treatment

Mowing, mulching, and spraying	\$6,500/week
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6. Controlled Burn Support Services

Fireline Installation	\$150/mile
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**VIERA
STEWARDSHIP DISTRICT**

5F

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION ("Work Authorization"), dated February 9, 2024, authorizes certain work in accordance with that certain *Master Agreement Between the Viera Stewardship District and A. Duda & Sons, Inc., for Environmental Maintenance Services*, dated July 29, 2020 (the "Agreement"), as may be amended from time to time, by and between:

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

A. Duda & Sons, Inc., a Florida corporation, with a mailing address of P.O. Box 620257 Oviedo, Florida 32762-0257 (the "Contractor" and, together with the VSD, the "Parties").

SECTION 1. SCOPE OF SERVICES. In addition to and as part of the Services described in the Agreement and any exhibits and amendments thereto, including but not limited to work authorizations executed there under, the Contractor shall provide the additional services set forth in the attached **Composite Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services") for the areas more specifically depicted on the map attached hereto as **Exhibit B**. Those Additional Services related to fire line installation shall be completed on or before February 29, 2024 unless agreed to by the Parties in writing.

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Composite Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect. The Contractor shall provide an updated Certificate of Insurance consistent with the terms and conditions of the Agreement.

[Signature page follows]


IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

VIERA STEWARDSHIP DISTRICT



Chairman, Board of Supervisors

A. DUDA & SONS, INC., a Florida corporation

By: 
Print: Walter A. Duda, Jr.
Its: SVP Duda Ranches Division

Composite Exhibit A: Scope of Services and Compensation
Exhibit B: Service Area Map

COMPOSITE EXHIBIT A
Scope of Services and Compensation
February 5, 2024

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #4
A. Duda & Sons – Fire Line
Installation and Maintenance and
Mechanical Brazilian Pepper Removal
FY 2023/2024

Dear Mr. Todd Pokrywa (Chairman):

A. Duda & Sons (“ADS”) submits this Work Authorization to provide land management and controlled burn support services for the Viera Stewardship District (“VSD”) for fiscal year (“FY”) 2023/2024. ADS will provide these services for VSD pursuant to the *Master Agreement Between the Viera Stewardship District and A. Duda & Sons, Inc., for Environmental Maintenance Services*, dated July 29, 2020, as follows:

1. A. Duda & Sons – Controlled Burn Support Services:

ADS shall provide site preparation support to Green Environmental Management (“GEM”) within the Viera Wilderness Park (“VWP”) Stages 1 & 2 for prescribed burns planned within the Conservation Districts. ADS shall install and maintain fire lines as described in the Proposed Burn Map attached hereto as **Attachment A**. These fire lines must be in place prior to the prescribed burn execution and will be wholly executed by utilizing ADS’s equipment and staff. The fire lines will be installed by February 29, 2024.

Fee For Controlled Burn Support Services:

30 total miles of fireline disking at \$150/mile for a total of \$4,500

2. Mechanical Brazilian Pepper (BP) removal and Cogon Grass control

A. Duda & Sons (ADS) shall continue to perform mechanical removal of dense Brazilian Pepper (BP) thickets throughout the Viera Wilderness Park Stage 2 and control Cogon Grass and Climbing Fern invasive species. This mechanical BP removal will include a mulcher, excavator, loader, roller chopper and associate operators. Chemical treatments will be required to suppress regrowth.

Fee for Mechanical removal of Brazilian Pepper (BP)

Mulching at \$3,000/week for 45

*Mowing, mulching and tractor spraying for Post Emergent Brazilian Pepper (BP),
Cogon Grass, and Climbing Fern*

At \$6,500/week for 2 weeks

Fee for Mowing (VBOP)

Mowing at \$1,875/week for 4 wks

Lump Sum: \$155,500

The above fee includes all equipment, labor, and other reimbursable expenses. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional Work Authorization.

Please refer to the conditions in the *Master Agreement Between the Viera Stewardship District and A. Duda & Sons, Inc., for Environmental Maintenance Services*, dated July 29, 2020, incorporated by reference for this Work Authorization.

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

If you have any questions, please feel free to contact me.

Sincerely,
A. Duda & Sons
Representative

Attachment A: Proposed Burn Map

Attachment A:
Proposed Burn Map

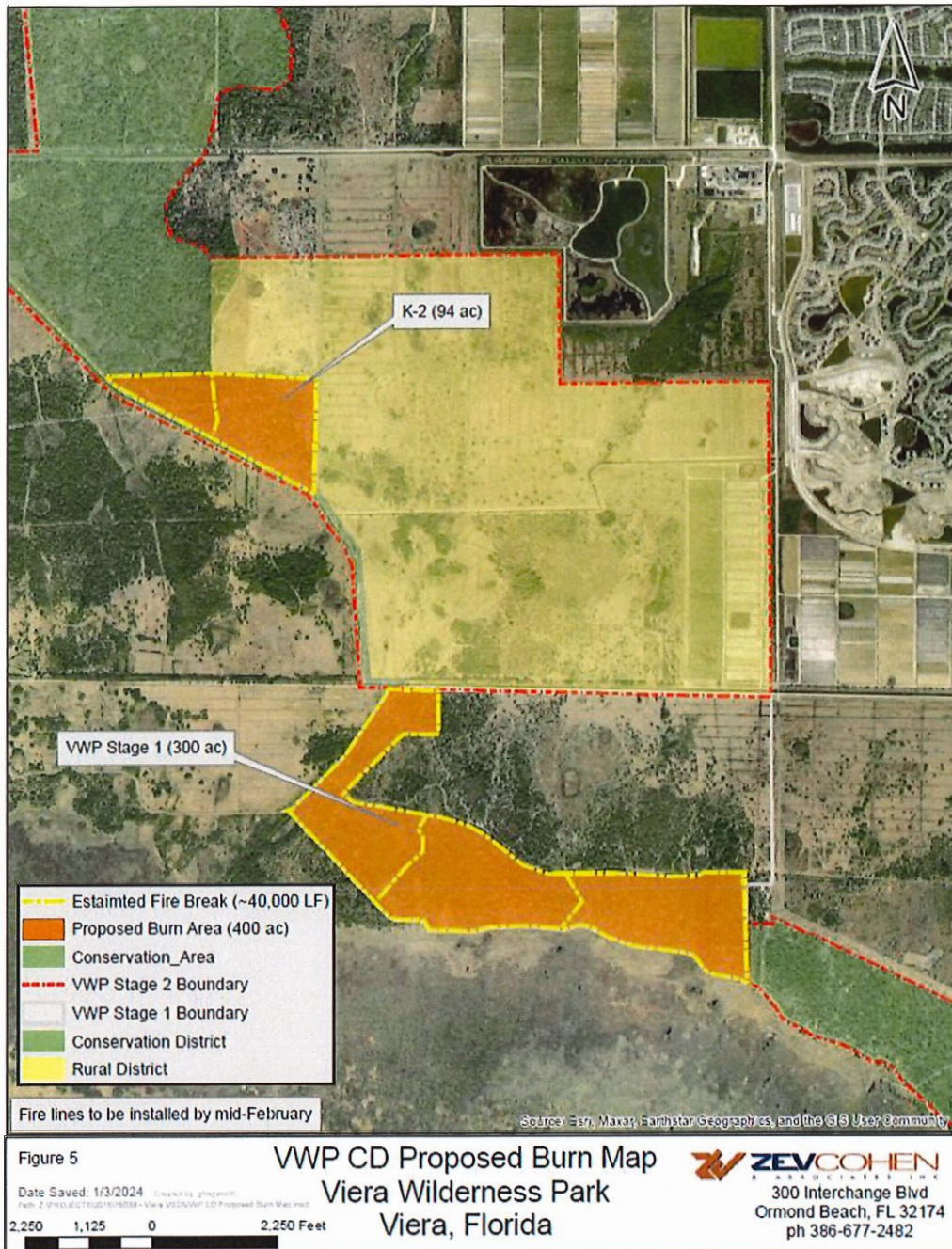
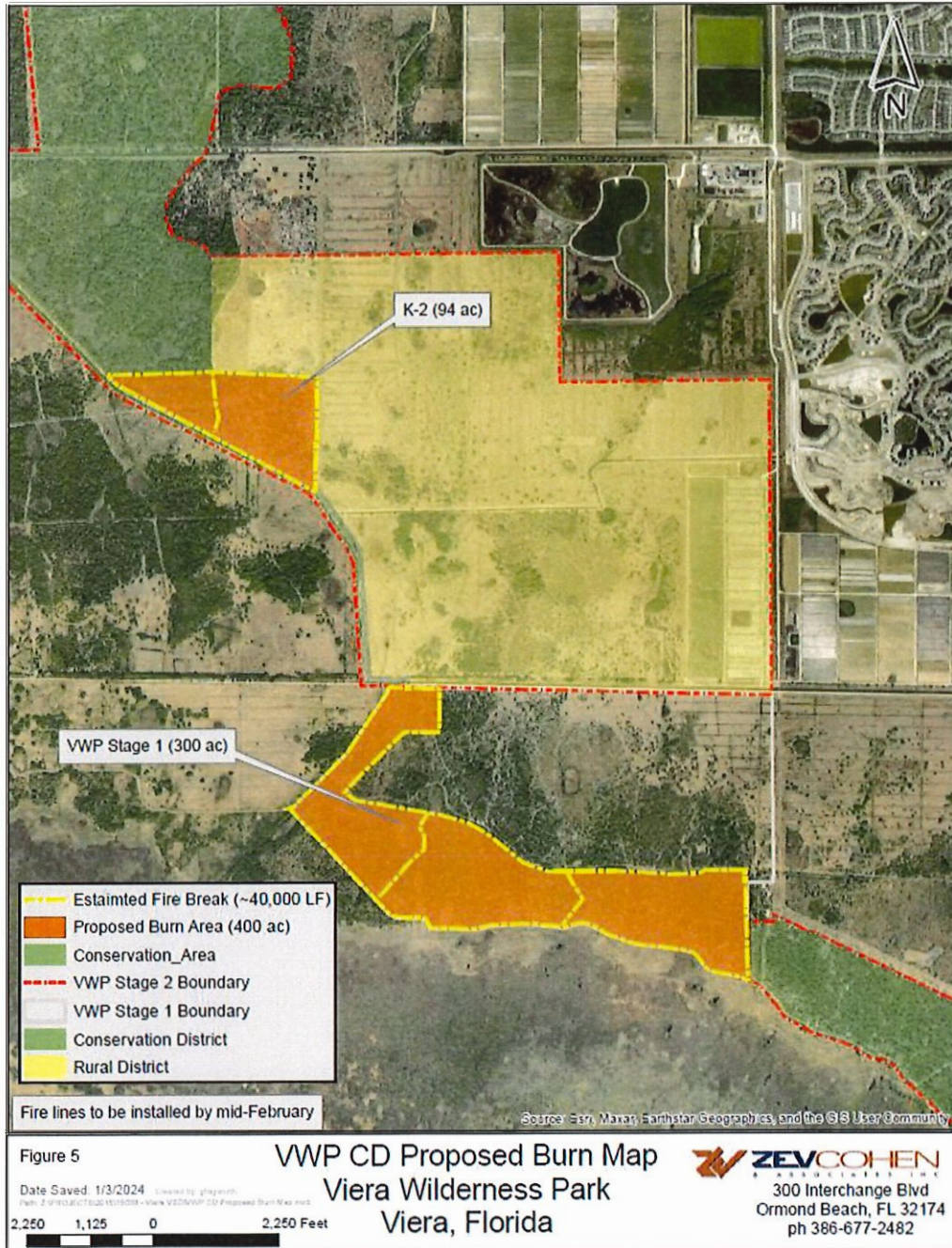


EXHIBIT B Service Area Map



**VIERA
STEWARDSHIP DISTRICT**

6

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE BREVARD COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Brevard County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Tiffani Bissett, and Seat 4, currently held by Christopher Wright, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Brevard County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of June, 2024.

VIERA STEWARDSHIP DISTRICT

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Viera Stewardship District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Brevard County Supervisor of Elections located at 2725 Judge Fran Jamieson Way Ste A145, Melbourne, FL 32940; Ph: (321) 290-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Brevard County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Viera Stewardship District has two (2) seats up for election, specifically seats 2 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Brevard County Supervisor of Elections.

District Manager
Viera Stewardship District

**VIERA
STEWARDSHIP DISTRICT**

7

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Viera Stewardship District ("**District**") prior to July 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____, 2024
HOUR: __:__.m.
LOCATION: The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940

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

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

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

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

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

PASSED AND ADOPTED THIS 19TH DAY OF JUNE, 2024.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget
Engineer's Report

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

**VIERA
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**VIERA
STEWARDSHIP DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 6
Debt Service Fund Budget - Series 2021	7
Debt Service Schedule - Series 2021	8 - 9
Debt Service Fund Budget - Series 2023	10
Debt Service Schedule - Series 2023	11 - 12
Proposed Assessments	13

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy - gross	\$ 848,354				\$ 964,350
Allowable discounts	(33,934)				(38,574)
Assessment levy - net	814,420	\$ 798,398	\$ 16,022	\$ 814,420	925,776
Assessment levy - off-roll	124,917	62,459	62,458	124,917	93,436
Canal maintenance agreement Viera East CDD 1	9,989	-	9,989	9,989	9,990
Canal maintenance agreement Central Viera CA	26,482	-	26,482	26,482	26,482
Interest	1,000	300	200	500	500
Total revenues	976,809	861,157	115,151	976,308	1,056,184
EXPENDITURES					
Professional & administrative					
Supervisors	2,153	-	2,153	2,153	5,383
Management/recording/accounting	48,000	24,000	24,000	48,000	48,000
Legal	30,000	18,365	11,635	30,000	30,000
Engineering	10,000	-	7,500	7,500	10,000
Ecologist	10,000	12,526	5,500	18,026	15,000
Audit	6,700	-	6,700	6,700	6,700
Dissemination agent: series 2021	1,000	500	500	1,000	1,000
Dissemination agent: series 2023	1,000	500	500	1,000	1,000
DSF accounting: series 2021	5,000	2,500	2,500	5,000	5,000
DSF accounting: series 2023	5,000	2,500	2,500	5,000	5,000
Trustee: series 2021	5,000	4,246	-	4,246	5,000
Trustee: series 2023	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation: series 2021	500	-	500	500	500
Arbitrage rebate calculation: series 2023	500	-	500	500	500
Insurance	12,500	12,151	-	12,151	12,500
Legal advertising	3,000	228	1,700	1,928	3,000
Printing & binding	100	50	50	100	100
Telephone	100	50	50	100	100
Postage	250	66	184	250	250
Annual special district fee	175	175	-	175	175
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Contingencies / bank charges	900	385	515	900	900
Property appraiser	2,881	2,914	-	2,914	2,881
Property taxes	-	87	-	87	-
Tax collector	16,967	15,944	-	15,944	19,287
Contingency	20,144	-	5,000	5,000	20,144
Total professional & administrative	187,785	97,892	77,197	175,089	198,335

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Field Management Operations					
Field manager	10,000	-	-	-	10,000
O&M accounting	5,000	2,500	2,500	5,000	5,000
Total field management operations	15,000	2,500	2,500	5,000	15,000
Maintenance - Platted Lots/Subdivision					
Drainage system and ponds	208,448	104,164	104,284	208,448	296,748
Maintenance: PCT area, Natural & VWP Stage 2	5,000	1,485	3,515	5,000	64,900
Street lighting	144,320	84,356	82,000	166,356	226,500
Contingency: subdivision	3,000	-	3,000	3,000	3,000
Total maintenance - platted lots/subdivisions	360,768	190,005	192,799	382,804	591,148
Maintenance - Environmental (District-wide)					
Canals: aquatic weed control & maintenance	138,095	17,720	120,375	138,095	138,095
Ecologist: monitoring & miscellaneous	10,000	1,531	8,469	10,000	13,000
Wetland/habitat maintenance VWP, Stage 1	6,000	5,000	1,000	6,000	6,000
Wetland/habitat maintenance VWP, Stage 2	160,000	-	160,000	160,000	148,000
Burrowing owl easement maintenance	8,500	-	8,500	8,500	8,500
Prescribed fire	60,000	-	60,000	60,000	64,500
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Canal repair	-	78,621	-	78,621	-
Total maintenance - environmental (District-wide)	386,595	102,872	362,344	386,595	382,095
Total expenditures	950,148	393,269	634,840	949,488	1,186,578
Excess/(deficiency) of revenues over/(under) expenditures	26,661	467,888	(519,689)	26,820	(130,394)
Fund balance - beginning (unaudited)	36,661	226,488	694,376	226,488	253,308
Fund balance - ending (projected)					
Assigned					
3 months working capital	-	-	-	-	122,914
Disaster	-	-	-	-	-
Unassigned	179,726	694,376	174,687	253,308	-
Fund balance - ending (projected)	<u>\$ 179,726</u>	<u>\$ 694,376</u>	<u>\$ 174,687</u>	<u>\$ 253,308</u>	<u>\$ 122,914</u>

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

EXPENDITURES

Professional and Administrative Services

Supervisors	\$ 5,383
Each supervisor shall be entitled to receive an amount not to exceed \$200 per board meeting, not to exceed \$4,800 per year per supervisor, or an annual amount established by the electors at a referendum.	
Management/recording/accounting	48,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds and, operate and maintain the assets of the community.	
Legal	30,000
KE Law Group, PLLC. provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	
Engineering	10,000
BSE Consulting provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Ecologist	15,000
The District is required, pursuant to the Development Order, to retain and fund an independent environmental biologist or ecologist as a member of the District's staff, to provide independent scientific advice and recommendations regarding scientific issues that relate to the implementation of the Habitat Management Plan and the achievement of the goals and objectives of the Habitat Management Plan within the Viera Wilderness Park. Zev Cohen & Associates serves as the environmental professional.	
Audit	6,700
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Auditor General. Berger, Tombs, Elam, Gaines & Frank conducts the District audit.	
Dissemination agent: series 2021	1,000
Dissemination agent: series 2023	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. Wrathell, Hunt and Associates, LLC serves as the dissemination agent.	
DSF accounting: series 2021	5,000
DSF accounting: series 2023	5,000
Wrathell, Hunt and Associates, LLC provides assessment roll services, which include preparing, maintaining and transmitting the annual lien roll with the annual special assessment amounts for the operating, maintenance and capital assessments.	
Trustee: series 2021	5,000
Trustee: series 2023	5,000
US Bank National Association serves as Trustee, Paying Agent and Bond Registrar for the bonds.	

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

EXPENDITURES (continued)

Arbitrage rebate calculation: series 2021	500
Arbitrage rebate calculation: series 2023	500
Insurance	12,500
The District carries public officials and general liability insurance with policies written by Florida Insurance Alliance.	
Legal advertising	3,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Printing & binding	100
Letterhead, envelopes, copies, agenda packages, etc.	
Telephone	100
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Website hosting & maintenance	705
Website enhancement and ADA website compliance.	
Website ADA compliance	210
Contingencies / bank charges	900
Bank charges and other miscellaneous expenses incurred during the year.	
Property appraiser	2,881
Monies due for roll maintenance	
Tax collector	19,287
Monies due for tax collections	
Contingency	20,144
Field Management Operations	
Field manager	10,000
The field manager is responsible for the day-to-day field operations. These responsibilities include, but are not limited to, preparing and bidding of services and commodities, contract administration, reviewing & coding invoices, preparation of and implementation of operating schedules and policies, ensuring compliance with all operating permits, prepare and implement field operating budgets, provide information/education to public regarding District programs and attends Board meetings.	
O&M accounting	5,000
Accounting activities related to the processing of payments to vendors, suppliers, and contractors related to field management operations.	
Maintenance - Platted Lots/Subdivision	
Drainage system and ponds	296,748
The District has a contract with ECOR Industries for maintenance of stormwater lakes for aquatic weed and hydrilla control and inspections. Fees for the maintenance of stormwater lakes for all current and anticipated ponds coming online in FY25 are \$24,729.00 per month for a total of \$296,748.00 annually.	

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

EXPENDITURES (continued)

Maintenance: PCT area, Natural & VWP Stage 2	64,900
<p>The District has a contract with ECOR Industries for maintenance of natural areas with quarterly fees of \$2,230 totaling \$8,920 annually, maintenance of natural areas in Adelaide (northwest corner) with quarterly fees of \$1,400 totaling \$5,600 annually, and maintenance of the VWP Stage 2 Natural Areas with quarterly fees of \$1,250 totaling \$5,000 annually. Hand trimming and thinning will be performed by ECOR Industries on the Preferred Cover Type (PCT) tree canopy area. Hand trimming, thinning, mechanical mulching will be performed by Tropic-Care approximately 4 acres per year in the PCT area, \$2,500 per acre totaling \$10,000. Chemical spraying will be performed by ECOR Industries on the PCT areas with quarterly fees of \$8,845 totaling \$35,380 annually. For a total amount \$64,900</p>	
Street lighting	226,500
<p>The District leases street lights from Florida Power & Light. Monthly lease and electrical costs are based on historical figures (525 existing streetlights) and projecting installation of Pangea Park PH 3 & 4, Aripeka PH 3 & 4, Laurasia Ph 2, Farallon Fields Ph 1 & 2, Crossmolina Ph 1, and Reeling Park North Ph 6 a total of 227.</p>	
Contingency: subdivision	3,000
<p>This category includes any unforeseen maintenance or expenses within platted lots not listed above that may be incurred within the fiscal year.</p>	
Maintenance - Environmental (District-wide)	
Canals: aquatic weed control & maintenance	138,095
<p>The community canals require aquatic weed control (herbicide applications and mechanical cleaning) and mowing, as well as any unscheduled or emergency repairs to the community canals. Aquatic weed control of the Two Mile Canal provided by Ecor Industries on a quarterly basis at a fee of \$1,075 per quarter totaling \$4,300 annually. Nautique dosing in the Two Mile Canal provided by Ecor Industries on a bi-monthly basis at \$1,700 per treatment totaling \$10,200 annually. Quarterly mowing of the community canal in Strom Park provided by Tropic-Care of Florida at a fee of \$2,700 per quarter totaling \$10,800 annually. Quarterly mowing of the Adelaide north canal provided by Tropic-Care of Florida at a fee of \$2,600 per quarter totaling \$10,400 annually. Canal maintenance provided by A. Duda & Sons in the estimated amount of \$99,895. Contingency of \$2,500 for erosion, emergency repairs, and other mowing as needed. Per Canal Maintenance Agreement dated February 28, 2019, the Viera East CDD (10%), Central Viera Community Association (26.51%), and Viera Stewardship District (63.49%) cost share the \$99,985 canal maintenance service expense provided by A. Duda & Sons.</p>	
Ecologist: monitoring & miscellaneous	13,000
<p>The District's Ecologist will perform the first annual monitoring event, and compile/submit a monitoring report to the U.S. Army Corps of Engineers for Viera Wilderness Park (VWP) Stage 2 mitigation area, and perform various inspections of Villages 1 and 2 PCT management areas. The District Ecologist will update the Preferred Cover Types (PCT) Management Plan on an annual basis and coordinate with contractors to perform land management of within the priority PCT habitats in Village 1 and 2. The District Ecologist also responds to miscellaneous requests for wildlife and tree management throughout the VSD on an as needed basis.</p>	
Wetland/habitat maintenance VWP, Stage 1	6,000
<p>Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP)</p>	

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

EXPENDITURES (continued)

Wetland/habitat maintenance VWP, Stage 2	148,000
Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP). Includes mechanical removal and mulching of Brazilian pepper in VWP Stage 2 (conservation district) at a cost of \$3,000 per week for 45 weeks totaling \$135,000. Mowing/mulching and tractor spraying for cogon grass in the conservation district at a cost of \$6,500 for two weeks totaling \$13,000.	
Burrowing owl easement maintenance	8,500
The District anticipates having to maintain this preserve area for the following items:	
• Maintenance of VBOP (222 acres) at a cost of \$7,500.	
• Reconnaissance level monitoring of the three burrowing owl preserves and information reporting by the environmental professional at a cost of \$1,000.	
Prescribed fire	64,500
One quarter (approximately 400 acres) of the approximately 2,000 acre Conservation District will be burned each year for a 5 - year burn rotation. Services will include pre-planning, site preparation, and burn day support (approximately \$150/acre). Some coordination with ADS will be required for fire breaks and land management prior to burn days. Approximately 30 total miles of fire line disking at \$150/mile for a total of \$4,500, performed by ADS.	
Contingency: district-wide	4,000
This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year.	
Total expenditures	<u><u>\$ 1,186,578</u></u>

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ 1,406,108				\$ 1,406,108
Allowable discounts (4%)	(56,244)				(56,244)
Net assessment levy - on-roll	1,349,864	\$ 1,346,623	\$ 3,241	\$ 1,349,864	1,349,864
Interest	-	30,291	-	30,291	-
Total revenues	1,349,864	1,376,914	3,241	1,380,155	1,349,864
EXPENDITURES					
Debt service					
Principal	490,000	-	490,000	490,000	500,000
Interest	834,258	417,129	417,129	834,258	822,988
Tax collector	28,122	26,426	-	26,426	28,122
Total expenditures	1,352,380	443,555	907,129	1,350,684	1,351,110
Excess/(deficiency) of revenues over/(under) expenditures	(2,516)	933,359	(903,888)	29,471	(1,246)
Fund balance:					
Net increase/(decrease) in fund balance	(2,516)	933,359	(935,875)	29,471	(1,246)
Beginning fund balance (unaudited)	1,108,983	1,137,954	(28,971)	1,137,954	1,167,425
Ending fund balance (projected)	<u>\$1,106,467</u>	<u>\$ 2,071,313</u>	<u>\$ (964,846)</u>	<u>\$ 1,167,425</u>	<u>1,166,179</u>
Use of fund balance:					
Debt service reserve account balance (required)					(660,753)
Interest expense - November 1, 2025					(405,744)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 99,682</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

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

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/45			180,500.00	180,500.00	9,025,000.00
05/01/46	975,000.00	4.000%	180,500.00	1,155,500.00	8,050,000.00
11/01/46			161,000.00	161,000.00	8,050,000.00
05/01/47	1,015,000.00	4.000%	161,000.00	1,176,000.00	7,035,000.00
11/01/47			140,700.00	140,700.00	7,035,000.00
05/01/48	1,060,000.00	4.000%	140,700.00	1,200,700.00	5,975,000.00
11/01/48			119,500.00	119,500.00	5,975,000.00
05/01/49	1,100,000.00	4.000%	119,500.00	1,219,500.00	4,875,000.00
11/01/49			97,500.00	97,500.00	4,875,000.00
05/01/50	1,145,000.00	4.000%	97,500.00	1,242,500.00	3,730,000.00
11/01/50			74,600.00	74,600.00	3,730,000.00
05/01/51	1,195,000.00	4.000%	74,600.00	1,269,600.00	2,535,000.00
11/01/51			50,700.00	50,700.00	2,535,000.00
05/01/52	1,240,000.00	4.000%	50,700.00	1,290,700.00	1,295,000.00
11/01/52			25,900.00	25,900.00	1,295,000.00
05/01/53	1,295,000.00	4.000%	25,900.00	1,320,900.00	-
Total	23,865,000.00		16,109,280.00	39,974,280.00	

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
REVENUE					
Assessment levy - gross	\$ -				\$ 669,766
Allowable discounts (4%)	-				(26,791)
Assessment levy - net	-	\$ -	\$ -	\$ -	642,975
Assessment levy: off-roll	-	-	-	-	1,105,758
Interest	-	59,792	-	59,792	-
Total revenue	-	59,792	-	59,792	1,748,733
EXPENDITURES					
Debt service					
Principal	-	-	-	-	375,000
Interest	1,072,928	390,500	682,428	1,072,928	1,364,855
Cost of issuance	-	5,925	-	5,925	-
Total expenditures	1,072,928	396,425	682,428	1,078,853	1,739,855
Other fees & charges					
Property appraiser & tax collector	-	-	-	-	13,395
Transfer out	-	(13,501)	-	(13,501)	-
Total other fees & charges	-	(13,501)	-	(13,501)	13,395
Total expenditures	1,072,928	382,924	682,428	1,065,352	1,753,250
Net increase/(decrease) in fund balance	(1,072,928)	(323,132)	(682,428)	(1,005,560)	(4,517)
Beginning fund balance (unaudited)	2,623,026	2,657,996	2,334,864	2,657,996	1,652,436
Ending fund balance (projected)	<u>\$1,550,098</u>	<u>\$ 2,334,864</u>	<u>\$1,652,436</u>	<u>\$ 1,652,436</u>	1,647,919
Use of fund balance:					
Debt service reserve account balance (required)					(867,670)
Interest expense - November 1, 2025					(673,803)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 106,446</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2023AMORTIZATION SCHEDULE**

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

**VIERA
STEWARDSHIP DISTRICT
SERIES 2023AMORTIZATION SCHEDULE**

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

**VIERA
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
ASSESSMENT SUMMARY
FISCAL YEAR 2025**

On-Roll Assessments (GF Only)

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
			GF	DSF	GF & DSF	
4,185	181.21	Platted Residential	\$ 135.40	\$ -	\$ 135.40	\$ 135.40
		Platted Commercial	576.26	-	576.26	576.26
1,083		Platted SFD Series 2021 Bonds	135.40	999.90	1,135.30	1,135.30
206		Platted SFA Series 2021 Bonds	135.40	749.92	885.32	885.32
670		Platted SFD Series 2023 Bonds	135.40	999.65	1,135.05	n/a
54		Unplatted SFD Series 2021 Bonds	135.40	999.90	1,135.30	1,135.30
153		Unplatted SFA Series 2021 Bonds	135.40	749.92	885.32	885.32

Off-Roll Assessments

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
			GF	DSF	GF & DSF	
	5,131.19	Undeveloped Land	\$ 12.73	-	\$ 12.73	\$ 12.73
221		Unplatted SFD 2023 Bonds	127.28	939.67	1,066.95	n/a

**VIERA
STEWARDSHIP DISTRICT**

8

MASTER GROUND APPLICATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of June 2024 (“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 principal place of business at 225 Schilling Boulevard, Suite 300, Collierville, TN 38017 (“Helena”, 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, Helena is engaged in the manufacture and sale of, among other things, fertilizers and chemicals (the “Products”); and

WHEREAS, the District wishes to enter into this master agreement pursuant to which Helena may, upon written authorization, apply the Products to property owned or leased by the District or perform other related services as authorized by the District (together, the “Services”); and

WHEREAS, the District and Helena 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. MANNER OF PERFORMANCE.

- A.** Helena shall undertake the Services only upon authorization in writing by the District and upon issuance of a separate work authorization signed by both Parties. All work performed by Helena for the District shall be subject to the terms of this Agreement. Helena agrees that the District shall not be liable for payment for any additional work or services unless the District authorizes Helena, in writing, to perform such work or services.

- B.** This Agreement grants to Helena the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Helena hereby agrees to comply with all applicable permits, laws, rules, and regulations.
- C.** Helena shall perform all Services in a neat and workmanlike manner and in accordance with industry standards and best practices. Helena 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, Helena 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.** Helena shall use all due care to protect the property of the District, its residents and landowners from damage. Helena agrees to repair any damage resulting from Helena's activities and work within twenty-four (24) hours, or within such longer time as directed by the District.
- E.** Helena 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, Helena shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Helena fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to Helena.
- F.** Helena is an independent contractor. Helena shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workman's compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Helena is not, and agrees not to advertise nor hold itself out as, the agent or employee of the District. Helena shall have no power or authority to make any contracts for, or create any obligations or liability against the District. Notwithstanding the foregoing, Helena may use signage for identification as a contractor of District while on the District's property as may be required.
- G.** The safety of all persons employed by Helena shall be the sole responsibility of Helena. Helena and its employees shall at all times exercise the degree of skill and care appropriate for work under dangerous conditions. Helena represents that its employees have the background, experience and skills necessary to perform its obligations under this Agreement.

SECTION 3. COMPENSATION AND PAYMENT.

- A.** Compensation for the Services shall be as set forth in each work authorization. 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 Helena, 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 Helena 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 Helena, in a form satisfactory to the District, that any indebtedness of Helena, as to services to the District, has been paid and that Helena 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.** Helena shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Helena 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 Helena's performance under this Agreement, and Helena shall immediately discharge any such claim or lien. In the event that Helena 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.** Helena 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 \$250,000 per accident or disease.
 - (3)** Commercial General Liability Insurance covering Helena'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; together with \$300,000 Chemical Drift Coverage

- (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 Helena 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 Helena 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. Helena 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, Helena'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 Helena's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- D. If Helena 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 Helena 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. Helena 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 Helena, including litigation or any appellate proceedings with respect thereto.

- 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. Helena 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, including, without limitation, all legal requirements for the generation, handling, application, sale, storage, treatment, transportation and disposal of the Products. If Helena 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 Helena 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 Helena to perform under this Agreement shall be obtained and paid for by Helena.

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 Helena 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 Helena 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 Helena 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. Helena agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Helena. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Helena 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 Helena.

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 Helena may deliver Notices on behalf of the District and Helena. 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 Helena 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 HELENA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO HELENA'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, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431

SECTION 14. E-VERIFY. Helena shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Helena 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 Helena has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Helena represents that no public employer has terminated a contract with Helena under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 15. PUBLIC ENTITY CRIMES. Helena certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), *Florida Statutes*.

SECTION 16. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, Helena represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections

215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Helena shall immediately notify the District. If Helena is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 17. FOREIGN INFLUENCE. Helena understands that under Section 286.101, *Florida Statutes*, that Helena must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 18. FORCE MAJEURE. Except for the payment of money, performance of any obligation under this Agreement may be suspended by either party without liability to the other party by promptly notifying the other party of the nature and estimated duration of the suspension period in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, products, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus; national defense requirements or any other event, whether or not of the class enumerated herein, beyond the reasonable control of such party; or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the performance of said obligation.

SECTION 19. 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

Chairperson, Board of Supervisors

Date: _____

HELENA AGRI-ENTERPRISES, LLC

By: _____

Print: _____

Its: _____

Date: _____

**VIERA
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**VIERA
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2024**

**VIERA
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2024**

	General Fund	Debt Service Fund Series 2021	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS					
Cash	\$ 716,594	\$ -	\$ -	\$ -	\$ 716,594
Investments					
Revenue	-	1,350,918	-	-	1,350,918
Reserve	-	660,753	871,324	-	1,532,077
Prepayment	-	-	10,881	-	10,881
Capitalized interest	-	41,608	1,435,123	-	1,476,731
Construction	-	-	172	44,017	44,189
Cost of issuance	-	2,740	-	-	2,740
Assessments receivable	998	-	-	-	998
Due from Landowner	251	-	-	-	251
Due from general fund	-	29,232	-	-	29,232
Due from other	94,066	-	-	-	94,066
Total assets	<u>\$ 811,909</u>	<u>\$2,085,251</u>	<u>\$2,317,500</u>	<u>\$ 44,017</u>	<u>\$ 5,258,677</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 216	\$ -	\$ -	\$ -	\$ 216
Due to debt service fund	29,232	-	-	-	29,232
Total liabilities	<u>29,448</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,448</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	72,943	-	-	-	72,943
Unearned revenue	62,459	-	-	-	62,459
Total deferred inflows of resources	<u>135,402</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>135,402</u>
Fund balances:					
Restricted for:					
Debt service	-	2,085,251	2,317,500	-	4,402,751
Capital projects	-	-	-	44,017	44,017
Unassigned	647,059	-	-	-	647,059
Total fund balances	<u>647,059</u>	<u>2,085,251</u>	<u>2,317,500</u>	<u>44,017</u>	<u>5,093,827</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 811,909</u>	<u>\$2,085,251</u>	<u>\$2,317,500</u>	<u>\$ 44,017</u>	<u>\$ 5,258,677</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 17,988	\$ 816,386	\$ 814,420	100%
Assessment levy: off-roll	-	62,459	124,917	50%
Canal maintenance agreement Viera East CDD 1	-	-	9,990	0%
Canal maintenance agreement Central Viera CA	-	-	26,482	0%
Interest & miscellaneous	-	300	1,000	30%
Total revenues	<u>17,988</u>	<u>879,145</u>	<u>976,809</u>	90%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	2,153	0%
Management/recording/accounting	4,000	28,000	48,000	58%
Legal	924	19,289	30,000	64%
Engineering	-	-	10,000	0%
Ecologist	1,542	14,068	10,000	141%
Trustee	-	4,246	-	N/A
Audit	-	-	6,700	0%
Dissemination agent / series 2021	83	583	1,000	58%
Dissemination agent / series 2023	83	583	1,000	58%
DSF accounting / series 2021	417	2,917	5,000	58%
DSF accounting / series 2023	417	2,917	5,000	58%
Trustee / series 2021	-	-	5,000	0%
Trustee / series 2023	-	-	5,000	0%
Arbitrage rebate calculation / series 2021	-	-	500	0%
Arbitrage rebate calculation / series 2023	-	-	500	0%
Insurance	-	12,151	12,500	97%
Legal advertising	-	228	3,000	8%
Printing & binding	8	58	100	58%
Telephone	8	58	100	58%
Postage	-	69	250	28%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	705	705	100%
Website ADA compliance	-	-	210	0%
Contingencies / bank charges	-	472	900	52%
Property appraiser	-	2,914	2,881	101%
Tax collector	351	16,294	16,967	96%
Contingency	-	-	20,144	0%
Total administrative	<u>7,833</u>	<u>105,727</u>	<u>187,785</u>	56%
Field Management Operations				
Field manager	-	-	10,000	0%
O&M accounting	417	2,917	5,000	58%
Total field management operations	<u>417</u>	<u>2,917</u>	<u>15,000</u>	19%

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Maintenance -- Platted Lots/Subdivisions				
Aquatic weed control for drainage system	18,584	122,748	208,448	59%
PCT area maintenance	-	1,485	5,000	30%
Street lighting	12,662	97,017	144,320	67%
Subdivision contingency	-	-	3,000	0%
Total maintenance - platted lots/subdivisions	<u>31,246</u>	<u>221,250</u>	<u>360,768</u>	61%
Maintenance -- Environmental (District-wide)				
Aquatic weed control and maintenance for canals	9,675	27,395	138,095	20%
Inspections and miscellaneous work by ecologist	2,109	3,640	10,000	36%
Wetland/habitat maintenance in VWP, Stage 1	-	5,000	6,000	83%
Wetland/habitat maintenance in VWP, Stage 2	14,023	14,023	160,000	9%
Canal Repair	-	78,621	-	N/A
Burrowing owl preserve and bald eagle conservation easement	-	-	8,500	0%
Prescribed Fire	-	-	60,000	0%
District-wide contingency	-	-	4,000	0%
Total maintenance - environmental (District-wide)	<u>25,807</u>	<u>128,679</u>	<u>386,595</u>	33%
Total expenditures	<u>65,303</u>	<u>458,573</u>	<u>950,148</u>	48%
Excess/(deficiency) of revenues over/(under) expenditures	(47,315)	420,572	26,661	
Fund balances - beginning	694,374	226,487	153,065	
Fund balances - ending	<u>\$ 647,059</u>	<u>\$ 647,059</u>	<u>\$ 179,726</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 29,814	\$ 1,353,123	\$ 1,349,864	100%
Interest	8,021	38,312	-	N/A
Total revenues	<u>37,835</u>	<u>1,391,435</u>	<u>1,349,864</u>	103%
EXPENDITURES				
Principal	-	-	490,000	0%
Interest	-	417,128	834,258	50%
Total expenditures	<u>-</u>	<u>417,128</u>	<u>1,324,258</u>	31%
Other fees & charges				
Tax collector	582	27,010	28,122	96%
Total other fees & charges	<u>582</u>	<u>27,010</u>	<u>28,122</u>	96%
Total expenditures	<u>582</u>	<u>444,138</u>	<u>1,352,380</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	37,253	947,297	(2,516)	
Fund balances - beginning	<u>2,047,998</u>	<u>1,137,954</u>	<u>1,108,983</u>	
Fund balances - ending	<u>\$ 2,085,251</u>	<u>\$ 2,085,251</u>	<u>\$ 1,106,467</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED APRIL 30, 2024**

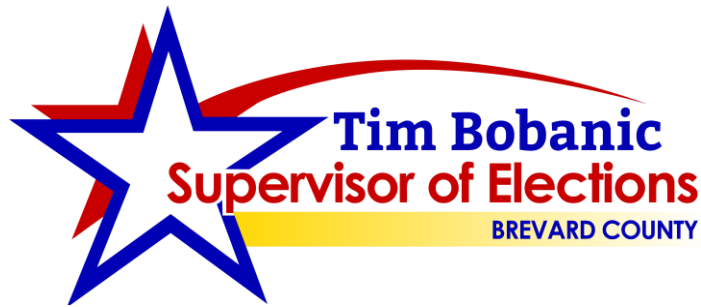
	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 9,637	\$ 69,432	-	N/A
Total revenues	<u>9,637</u>	<u>69,432</u>	<u>-</u>	N/A
EXPENDITURES				
Cost of issuance	-	-	1,072,928	0%
Interest	-	390,500	-	N/A
Costs of issuance	-	5,925	-	N/A
Total expenditures	<u>-</u>	<u>396,425</u>	<u>1,072,928</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	9,637	(326,993)	(1,072,928)	30%
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(13,503)	-	N/A
Total other financing sources	<u>-</u>	<u>(13,503)</u>	<u>-</u>	N/A
Net change in fund balances	9,637	(340,496)	(1,072,928)	
Fund balances - beginning	<u>2,307,863</u>	<u>2,657,996</u>	<u>2,623,026</u>	
Fund balances - ending	<u><u>\$ 2,317,500</u></u>	<u><u>\$ 2,317,500</u></u>	<u><u>\$ 1,550,098</u></u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 184	\$ 159,972
Total revenues	<u>184</u>	<u>159,972</u>
EXPENDITURES		
Construction Costs	-	15,762,565
Total expenditures	<u>-</u>	<u>15,762,565</u>
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	13,503
Total other financing sources/(uses)	<u>-</u>	<u>13,503</u>
Net increase/(decrease), fund balance	184	(15,589,090)
Beginning fund balance	43,833	15,633,107
Ending fund balance	<u>\$ 44,017</u>	<u>\$ 44,017</u>

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**



April 23, 2024

Daphne Gillyard, Director of Admin. Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Cypress Bay West Community Development District
Deering Park Stewardship District
Emerald Lakes Community Development District
Malabar Springs Community Development District
Viera Stewardship District

Dear Ms Gillyard:

I am writing in response to your request of April 5, 2024 for the number of registered voters within the afore-mentioned communities.

Please be advised our records indicate the number of registered voters as of April 15, 2024 are as follows:

Cypress Bay West Community Development District **65**
Deering Park Stewardship District **0**
Emerald Lakes Community Development District **0**
Malabar Springs Community Development District **0**
Viera Stewardship District **7,872**

If you need any additional information, or have any questions, please feel free to contact me at 321.290.8683.

Kind regards,

Tim Bobanic

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)
VoteBrevard.gov