



**EVERLANDS II  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BAY  
ORGANIZATIONAL MEETING  
SEPTEMBER 8, 2023  
10:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.everlands2cdd.org](http://www.everlands2cdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**EVERALNDS II COMMUNITY DEVELOPMENT DISTRICT**  
312 South Harbour City Boulevard  
Melbourne, Florida 32949  
**ORGANIZATIONAL MEETING**  
September 8, 2023  
10:00 A.M.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Seat Board Members	
D. Administer Oaths of Office & Review Board Members Responsibilities and Duties	
E. Establish Quorum	
F. Election of Officers	
• Chairperson	
• Vice Chairperson	
• Secretary/Treasurer	
• Assistant Secretaries	
G. Additions or Deletions to Agenda	
H. Comments from the Public for Items Not on the Agenda	
I. New Business	
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8. Consider Designating a Registered Agent and Office	
9. Consider Designating Local Records Office	
10. Consider Resolution No. 2023-01 – Adopting a Public Comment Policy.....	Page 35
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14. Consider Resolution No. 2023-04 – Setting the FY 2023/2024 Regular Meeting Schedule, Location and Notice Thereof.....	Page 45

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16. Consider Resolution No. 2023-06 – Approving Proposed FY 2022/2023 Annual Budget and Setting a Public Hearing Date for Final Adoption.....Page 48

17. Consider Resolution No. 2023-07 – Approving Proposed FY 2023/2024 Annual Budget and Setting a Public Hearing Date for Final Adoption.....Page 55

18. Consider Developer’s Funding Agreement for Fiscal Year 2022/2023 & 2023/2024.....Page 62

19. Consider Resolution No. 2023-08 – Designating a Qualified Public Depository.....Page 68

20. Consider Resolution No. 2023-09 – Establishing Checking Account Signatories.....Page 69

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22. Consider Resolution No. 2023-11 – Adopting Alternative Investment Guidelines.....Page 74

23. Consider Resolution No. 2023-12 – Approving Statewide Mutual Aid Agreement.....Page 75

24. Consider Compensation for Board Members

25. Ratify and Approve Recorded Notice of Establishment.....Page 76

J. Administrative and Operational Matters

K. Board Members & Staff Closing Comments

L. Adjourn

**NOTICE OF SPECIAL ORGANIZATIONAL MEETING OF  
EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE IS HEREBY GIVEN** that the Special Organizational Meeting of the Everlands II Community Development District will be held at 10:00 a.m. on September 8, 2023, at the offices of B.S.E. Consultants, Inc. located at 312 South Harbor City Boulevard, Melbourne, Florida 32949. The purpose of the Special Meeting is to organize the District, consider engagement of professionals and conduct any and all other business coming before the Board.

Said meeting may be continued as found necessary to a time and date specified on the record.

A copy of the Agenda for this meeting may be obtained by contacting Special District Services, Inc. at 561-630-4922 and/or toll free at 1-877-737-4922 at least five (5) days prior to the date of the meeting.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact Special District Services, Inc. at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the meeting.

**Everlands II Community Development District**

**PUBLISH: FLORIDA TODAY (BREVARD COUNTY) 08/30/23**





## **AGREEMENT FOR SERVICES MANAGEMENT AND VALIDATION**

This Agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the Everlands II Community Development District (hereinafter called the District) located in Brevard County (hereinafter called the County) and Special District Services, Inc. (hereinafter called SDS).

**WHEREAS**, the primary objective of this Agreement is for SDS to provide management, consulting and validation services to the District acting as an agent of the District as mandated by Chapter 190.007 Florida Statutes; and

**WHEREAS**, District proposes to engage SDS to perform the tasks identified herein; and,

**WHEREAS**, District and SDS desire to reduce their Agreement to writing, setting forth the services to be rendered by SDS to District and the compensation to be paid by District to SDS for services rendered under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

### **SECTION I – RECITALS**

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

### **SECTION II – MANAGEMENT SERVICES**

#### **A. WORK PROGRAM – Management**

**Task 1.** SDS will prepare for and organize the initial Board meeting of the District. This will include, but is not limited to, solicitation of proposals from required professionals, preparation of required public notifications, preparation of required resolutions and other necessary documentation for the organization of the District, transcribing the minutes of the organizational meeting and performing such other duties to insure compliance with state law. The fee for this Task is \$5,000.

**Task 2.** SDS will serve as general manager to the District and will provide those services necessary for the management and operation of the District including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, communications and coordination with other governmental agencies and District professionals, general supervision, and day to day management of the operations of the District in accordance with the provisions of Chapter 190 and Chapter 189, Florida Statutes. Management of the maintenance of District facilities or property is not included in this Agreement and is subject to negotiation if required. The fee for this Task is \$36,000 per year, payable in twelve (12) equal monthly payments. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI).

**Task 3.** SDS will maintain the District books, accounts, records, purchasing procedures and financial reporting procedures, write all checks and prepare financial reports. There is no additional charge for this Task.

**Task 4.** SDS will assist the District in the selection of professionals, including counsel, bond counsel, financial advisor and underwriter, or, if directed by the District, SDS, as an officer and general manager of the District will retain such professionals for the District in accordance with terms mutually agreed to by the parties. There is no additional charge for this Task.

**Task 5.** SDS, as general manager of the District, will provide general consulting services to District on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future. There is no additional charge for this Task.

**Task 6.** SDS, pursuant to Section 189.069, Florida Statutes, will establish/create, manage and maintain an independent website for the District. There is no additional charge for this Task.

**Task 7.** SDS will prepare the annual assessment roll for the submittal to the County following adoption by the District. The fee for this Task is \$7,500 payable upon the submittal of the final Annual Assessment Roll to the County.

**Task 8.** SDS will assist the District in the structuring or restructuring of bond issue(s) as necessary and agreed to by the District. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of SDS will be available to testify as an expert witness at any bond validation or other legal proceeding. The fee for this Task is \$15,000.

**Task 9.** SDS, upon request by the District, will prepare Supplemental Special Assessment Methodology Reports, as required. The fee for this Task is \$9,000 per Supplemental Assessment Methodology Report.

**Task 10.** SDS, upon request by the District, will provide field operations management of service contracts/agreements and/or the administration of construction contracts. The fee for these services will be mutually agreed to by the parties.

**Task 11.** SDS will provide such other services, including assisting in litigation matters and/or IRS Audits, as mutually agreed to by the parties.

## **B. WORK PROGRAM – Validation**

**Task 1.** SDS will assist District’s counsel, bond counsel, financial advisor and underwriter in reviewing the Engineers Report that is required for Validation. There is no additional charge for this Task.

**Task 2.** SDS will, upon the request of the District, prepare the Master Special Assessment Methodology Report. The fee for this Task is \$15,000.

**Task 3.** SDS will, upon the request of the District, assist Bond Counsel and General Counsel in preparing for Validation. There is no additional charge for this Task.

**Task 4.** SDS will, if applicable, serve as an expert witness for the Validation hearing. There is no additional charge for this Task.

In addition, for its services as general manager to the District, SDS shall be reimbursed for out-of-pocket expenses incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). SDS will submit monthly invoices to District for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Tasks 10 and 11 shall be in accordance with the terms mutually agreed to by the parties.

**NOTE:** There will likely be other costs associated with the management of the District such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions will be performed by others and are not a part of this agreement.

### **SECTION III – DISTRICT CHANGES**

From time to time there may need to be changes made to the existing District such as, but not limited to, expansion or contraction of the District boundaries, creation of separate assessment areas, restructuring of bonds, etc. that may involve extensive work beyond the initial scope of this Agreement. Under such circumstances, SDS will be entitled additional compensation as mutually agreed to by the parties prior to commencement of the defined additional work.

### **SECTION IV – DOCUMENTS**

All documents, maps, drawings, data and worksheets prepared by SDS under this Agreement shall be the property of the District, upon payment in full of all fees and costs set forth above.

### **SECTION V – TERM OF AGREEMENT**

A. This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice given sixty (60) days in advance of the intent to cancel. If termination is by the District and not for cause, District will pay SDS through the end of the sixty (60) day termination notice period for management fees as stated for Tasks 1- 6 of Section II in addition to any other fees or costs due hereunder.

B. If termination is by the District and for cause, this Agreement will terminate immediately without advance written notice. "For cause" termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement.

### **SECTION VI – AMENDMENTS/ASSIGNMENTS**

A. This Agreement represents the entire understanding between the parties.

B. This Agreement is non-transferable and non-assignable without the express written consent of both parties.

C. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

D. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

## **SECTION VII. INDEMNIFICATION.**

A. SDS shall indemnify and hold the District, its officers, directors, supervisors, employees, agents, successors, and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, reasonable attorney's fees suffered, sustained, incurred or required to be paid by District to the extent arising out of SDS's failure to perform under this Agreement or at law, or by the negligence, reckless, or willful misconduct of SDS. If SDS receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with SDS's indemnity obligations hereunder, SDS shall give the District prompt notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, or willful misconduct of SDS, the District agrees to indemnify and hold SDS and its respective officers, directors, employees, agents, successors and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, reasonable attorney's fees, suffered, sustained, incurred or required to be paid by SDS to the extent arising out of the subject services and/or the engagement of SDS pursuant to this Agreement, the instruction or directions provided to SDS, or the negligence or willful misconduct of the District or any of its duly designated agents (other than SDS) or representatives. If the DISTRICT receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with District's indemnity obligations hereunder, the District shall give SDS prompt notice of such proceedings and shall inform the MANAGER in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

B. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor, to the other, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the other party has been advised of the possibility of such damages.

C. In the event that claim(s) raised against SDS because of this Agreement, or because the Services performed hereunder, including claims for indemnification under this section of the Agreement is/are covered under SDS's insurance policies required hereunder, SDS shall not be responsible for any loss, damages or liability beyond the policy limits contractually required hereunder and actually paid pursuant to the limits and conditions of such policies. With respect to any other cause of action and/or claim arising under this Agreement, or otherwise arising because of, or because, the services provided hereunder, SDS's liability shall not exceed an amount equal

to twice the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim against SDS arose.

D. SDS agrees that nothing in this Section or this Agreement shall serve or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes or any other laws.

**SECTION VIII. INSURANCE REQUIREMENTS.**

A. SDS shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including contractual)	\$1,000,000
Property Damage (including contractual)	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable)*	
Bodily Injury and Property Damage	\$1,000,000
Covering owned, non-owned, and hired vehicles	

*\*Automobile liability insurance is required if SDS will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

B. The District and its agents, staff, consultants, and supervisors shall be named as additional insureds on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. SDS shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If SDS fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event SDS 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 IX. NOTICES.** All notices required under the Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt.

If notice is sent to the District, it shall be sent to:

Everlands II Community Development District  
c/o Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, FL 33301  
Attn: Ginger E. Wald, Esq.

If notice is sent to SDS, it shall be sent to:

Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: Todd Wodraska

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. Any party or other person to whom Notices are to be sent or copied may notify the other 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 X. E-VERIFY.** SDS, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. SDS further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. SDS agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. SDS shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that SDS is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. SDS shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SDS shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of SDS performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited,

or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify SDS and order SDS to immediately terminate its subcontract with the subcontractor. SDS shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on SDS's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION XI. Public Records.** SDS shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of SDS to comply with Section 119.0701, Florida Statutes, may subject SDS to penalties pursuant to Section 119.10, Florida Statutes. In the event SDS fails to comply with this section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SDS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922 OR BY EMAIL AT [BSAKUMA@SDSINC.ORG](mailto:BSAKUMA@SDSINC.ORG) OR BY REGULAR MAIL AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410**

**SECTION XII – MISCELLANEOUS**

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Palm Beach County, Florida.

The District acknowledges that SDS is an officer and general manager of the District and is not an attorney and may not render legal advice or opinions; nor a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

**SPECIAL DISTRICT SERVICES,  
INC.**

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

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

\_\_\_\_\_  
Printed Name and Title      Date

Todd Wodraska, President  
\_\_\_\_\_  
Printed Name and Title      Date



LAW OFFICES

**BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**

ESTABLISHED 1977

DENNIS E. LYLES  
JOHN W. MAURO  
KENNETH W. MORGAN, JR.  
MICHAEL J. PAWELCZYK  
MANUEL R. COMRAS  
ANDREW A. RIEF  
GINGER E. WALD  
JEFFERY R. LAWLEY  
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300 AVENUE OF THE CHAMPIONS, SUITE 270  
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CHRISTINE A. BROWN  
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LORI B. LEWELLEN  
JOANNA R. LLERA

OF COUNSEL

CLARK J. COCHRAN, JR.  
SUSAN F. DELEGAL  
SHIRLEY A. DELUNA  
GERALD L. KNIGHT  
BRUCE M. RAMSEY  
RICHARD T. WOULFE

STEVEN F. BILLING (1947-1998)  
HAYWARD D. GAY (1943-2007)

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

August 16, 2023

Mr. B. Frank Sakuma, Jr.  
Special District Services  
10807 SW Tradition Square  
Port St. Lucie, FL 84987

**Re: Proposal to serve as District Counsel for  
Everlands II Community Development District**

Dear Frank:

This letter will serve to memorialize our previous discussions regarding this firm's undertaking to provide legal services as District Counsel to the Everlands II Community Development District. General District legal services will be billed at the rate of \$300.00 per hour when that work is performed by a partner of the firm. Legal work carried out by associates will be billed at \$225.00 per hour. Tasks assigned to paralegals are billed at \$95.00 per hour. I will serve as registered agent and our office will be listed as the registered office for the Everlands II Community Development District ("CDD") pursuant to Florida law. There will be a monthly minimum fee of \$500.00 for general/recurring legal services which may include, but shall not be limited to: communications with District Manager and District Staff re: routine operations of the CDD; communications with state and local government agencies re: CDD matters, requests for information, audits, etc.; updating and maintaining CDD records, notices, filings, etc.; reviewing miscellaneous correspondence re: CDD; scheduling matters involving the CDD and Agendas re: meetings of the Board of Supervisors; monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD. This fee structure will be adjusted on a periodic basis in connection with the District's budget process and no later than every third fiscal year to reflect changes in the Consumer Price Index published by the U.S. Department of Labor.

August 16, 2023

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Specialized legal services performed in connection with litigation, the validation and issuance of CDD bonds, as well as infrastructure construction activities funded by CDD bonds, will be invoiced separately and, when appropriate, charged against bond proceeds. Costs related to all of the above-listed activities will also be invoiced separately.

It is my understanding that this proposal will be placed upon the District's agenda for review and approval by the Board of Supervisors at its organizational meeting. Should you have any questions regarding the above, please feel free to contact me at your convenience.

Very truly yours,

A handwritten signature in black ink, reading "Dennis E. Lyles". The signature is written in a cursive style with a large, prominent "D" and "L".

DENNIS E. LYLES  
For the Firm



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

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

Hassan Kamal, P.E.  
Vice President

August 31, 2023

**Via E-mail**

B. Frank Sakuma, Jr. District Manager  
Special District Services, Inc. (*hereafter referred to as "Client"*)  
10807 SW Tradition Square  
Port St. Lucie, FL 34987  
E-mail: bsakuma@sdsinc.org

**Re: Proposal to Provide Professional Engineering, Surveying and Planning Services for Everlands II CDD (Riverwood at Everlands aka NE Quad)**  
**B.S.E. Proposal File # 23-08-1982**  
**B.S.E. File # 10860.750**

Dear Mr. Sakuma:

**B.S.E. CONSULTANTS, INC.** is pleased to present this letter agreement to provide Professional Engineering, Surveying and Planning Services as needed/requested for the Everlands II CDD.

Our **Scope of Services, Schedule** and **Proposed Fees** for providing services are detailed below:

**SCOPE OF SERVICES**

**1. Support in the Establishment of the CDD**

- Provide engineering support as needed for the establishment of the Everlands II CDD.

**Other**

- Design Revisions**: Services resulting from changes in the extent of the project or major changes in documentation previously accepted by the **Client**, where changes are due to permitting agency preferences, not code compliance, which are causes beyond the control or authority of **B.S.E. Consultants, Inc.**, will be provided as "additional services". Errors and omissions in the engineering design will be the responsibility of **B.S.E. Consultants, Inc.**, to rectify without compensation, unless said errors or omissions are due to design features dictated by the **Client** or included in the information provided by the **Client**.
- Permits**: Submission of permit application is not a guarantee of receipt of a permit.
- Concurrency**: This design and permitting effort neither implies nor guarantees that concurrency will be met at the time of construction of the first phase or subsequent phases, nor is it the responsibility of **B.S.E. Consultants, Inc.**, to continuously monitor levels or service or infrastructure capabilities.

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning  
312 South Harbor City Boulevard, Suite #4, Melbourne, Florida 32901  
Telephone: (321) 725-3674 ~ Fax: (321) 723-1159 ~ Toll Free: 1-800-523-4BSE (4273) ~ Email: [info@bseconsult.com](mailto:info@bseconsult.com)

**CLIENT RESPONSIBILITIES**

The following information, upon which **B.S.E Consultants, Inc.** may rely, will be supplied to **B.S.E. Consultants, Inc.**, by the **Client**.

- Update of Title/Abstract.
- Title search of the subject and adjacent property to identify utility easements of record.
- Legal description of the site (in Word format).
- Homeowners'/Property Owners' Association Documents.
- Execution of any easement documents, Developer Agreements, etc., as required by the various regulatory agency approvals
- All application, permit building and construction inspection fees.
- All utility connection and capacity reservation charges.
- Previous surveys (in AutoCAD format).
- All out-of-pocket expenses such as copies, prints, mileage, and postage.

**OTHER CONSIDERATIONS**

It is understood that **B.S.E. Consultants, Inc.**, has the right to rely on the data provided by the **Client** in the execution of performing these services.

The plans, designs and documents prepared by **B.S.E. Consultants, Inc.**, shall be the sole property of **B.S.E. Consultants, Inc.**, until payment on any unpaid balance is made in full. The **Client** agrees that until payment is made in full, the **Client** shall not have a proprietary interest in the plans, designs, and/or documents prepared by **B.S.E. Consultants, Inc.** **B.S.E. Consultants, Inc.** shall have the absolute right to request the return of any and all drawings submitted to governmental bodies or other parties on behalf of the **Client** in the event of non-payment of outstanding fees by the **Client** per the terms of this agreement.

**FEE AND INVOICING**

We will provide the services as defined in the above **Scope of Services** as follows:

1. Support in the Establishment of the CDD ..... Hourly
- TOTAL (Exclusive of Reimbursable Expenses)..... Hourly**

Invoices are due in accordance with the attached Standard Contract Provisions. An example copy of **B.S.E.'s** invoice format is attached to and made part of this contract; your signature executing this agreement acknowledges that you accept this invoicing format and that additional accounting detail will not be required by you for payment of invoices within the time limit established within the Standard Contract Provisions. In the event of any litigation arising out of this agreement, the parties hereby agree that the venue shall be in Brevard County, Florida.

Mr. Frank Sakuma  
August 31, 2023  
Page 3

**CLOSURE**

In addition to the matters set forth herein, our agreement shall include, and shall be subject to the Standard Contract Provisions attached hereto and hereby incorporated herein. The term "*the Client,*" as used in the attached Standard Contract Provisions, shall refer to *Kolter Land Partners, LLC*

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please execute this agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for thirty (30) days after the date of agreement by *B.S.E. Consultants, Inc.*

We appreciate the opportunity to submit this agreement. Please feel free to contact me at (321) 725-3674 if you have any questions.

Very truly yours,

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

Scott M. Glaubitz, P.E., P.L.S.  
President  
B.S.E. Consultants, Inc.

SMG/as/js  
23-08-1982.aug

Attachment: Standard Contract Provisions  
Sample Invoice  
Rate Schedule

Mr. Frank Sakuma  
August 31, 2023  
Page 4

**B.S.E. CONSULTANTS, INC.:**

**Signature:** Scott M Glaubitz Digitally signed by Scott M  
Glaubitz  
Date: 2023.08.31 09:15:11 -04'00'  
Scott M. Glaubitz, P.E., P.L.S.  
President

Agreed to this 31<sup>nd</sup> day of August 2023.

**SPECIAL DISTRICT SERVICES, INC.:**

**Signature:** \_\_\_\_\_  
*(Acknowledges receipt of and agreement with proposal and all referenced attachments)*

**Print Name:** \_\_\_\_\_

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

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**B.S.E. Consultants, Inc.**  
**Standard Contract Provisions**

- 
- 1. Scope of Services** - The undertaking of BSE Consultants, Inc. as well as its agents, representatives, consultants, officers, directors and employees, herein referred to as “Engineer” to perform professional services under this Agreement extends only to those services specifically described herein. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated therefore as set forth below. In addition, the Engineer is authorized to perform Additional Services, for which the Engineer will be similarly compensated, for those services arising due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Engineer's services, and when, in the Engineer's opinion, Additional Services are advisable as a result of other factors required by other authorities and such Additional Services are clearly in the Client's interest and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Engineer will notify the Client as soon as practical of the necessity and inception of the services.
- 2. Client's Responsibilities** - In addition to any responsibilities specifically described herein, the Client shall have the following responsibilities to the Engineer:
- a. Designate in writing a person to act as his representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives and expectations for the project. These data shall include all numerical criteria that are to be met and all standards of development, design or construction that are to be followed.
  - c. Provide to the Engineer all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary, in the Engineer's opinion, such as site survey and engineering data, environmental impact assessments or statements, environmental audits, zoning, title policy, title assessment or other land use regulations, etc., upon all of which the Engineer may rely.
  - d. Arrange for access to the site and other private or public property as required for the Engineer to provide the services under this Agreement.
  - e. Review all documents or verbal reports presented by the Engineer and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Engineer's services.
  - g. Provide such independent accounting, legal, insurance, cost estimating, and overall feasibility services beyond the scope of this Agreement as the Client may require or the Engineer may reasonable request with regard to the professional fields listed above.
  - h. Give prompt written notice to the Engineer whenever the Client becomes aware of any development that affects the scope and timing of the Engineer's service or any defect or noncompliance in any aspect of the project.
  - i. Bear all costs incident to the responsibilities of the Client.

**3. Period of Services** - Unless otherwise provided herein, the Engineer will begin work promptly after receipt of a fully executed copy of this Agreement and, unless specified otherwise herein, shall complete the services within a reasonable length of time. The provisions of this section and the compensation to the Engineer included in this Agreement have been agreed to in anticipation of a continuous and orderly progress through the completion of the Engineer's services.

- a. Times for performance agreed to herein shall be extended to the extent necessary for delays due to natural disasters, strikes, untimely response from agencies or Client or other circumstances over which the Engineer has no control.
- b. If the Engineer's services are delayed or suspended in whole or in part, the times of performance shall be extended to the extent of such delay or suspension plus a reasonable additional time to allow for rescheduling; such suspension shall not terminate this Agreement unless the Engineer elects to terminate by written notice in accordance with other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Engineer's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

**4. Compensation for Services** - Unless specifically agreed to herein, the following standard provisions as to compensation amounts shall be applicable.

- a. The Engineer shall be compensated for the services specifically described herein in accordance herewith.
- b. If the Engineer performs Additional Services, the Client shall pay the Engineer for the performance of those Services an amount (in addition to all other amounts payable under this Agreement) based upon the Engineer's current hourly Fee Schedule rates for the actual time spent by the Engineer in providing such Additional Services plus 1.15 times the direct expenses ("Direct Expenses") so incurred by the Engineer in providing such services (except as otherwise provided in paragraph (c) below or as defined within the Fee Schedule, whichever is greater.
- c. In addition to amounts payable by the Client to the Engineer hereunder, the Client shall be invoiced for and shall pay to the Engineer and in accordance with paragraph (5) all taxes, if any, whether state, local, or federal, levied with respect to such amounts.

**5. Payments for Services**

- a. Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of each such invoice will be due within twenty-five (25) days of the receipt thereof. A service charge of 1.5% will be added to delinquent accounts for each month of delinquency.
- b. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days after the Engineer's transmittal of its invoice therefore, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until all amounts due hereunder are paid in full.
- c. In the event any invoice or portion thereof remains unpaid for more than sixty (60) days following the invoice date, the Engineer may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to such proceeding by its employees.



- d. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.
- e. In the event that the Client is not the record owner of the property covered by this Agreement, the Engineer may consider the Client's representation and signature on this Agreement as evidence that the Client has the Owner's permission and consent to enter into this Agreement. It shall be the Client's responsibility to inform the Engineer of any change in ownership or change in any other circumstance that may affect the Engineer's ability to place a lien on the property if payment is not received according to the terms of this Agreement. The Client hereby acknowledges and agrees that the Engineer's Services and Additional Services are professional services that shall be performed in the practice of the Engineer's profession as a planner, engineer or other professional allowed lien rights under Florida law in connection with the specific parcel or parcels of real property referred to in this Agreement and that the Engineer shall be entitled to a lien upon such real property for the money owing to the Engineer for all such Services and Additional Services pursuant to Section 713.03, Florida Statutes (2005 or its successor), or otherwise pursuant to law or equity.

**6. Reuse of Documents** - All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer to specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

**7. Electronic Media** - In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Engineer, the Client covenants and agrees that all such drawings and data are instruments of service of the Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyright.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the Engineer resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Engineer specified in this Agreement.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Engineer specified in this Agreement or from any reuse of the drawings and data without the prior written consent of the Engineer.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer be liable for any loss of profit or any damages.

**8. Opinions of Cost**

- a. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and

represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitations established by the Client will be paid for as Additional Services hereunder by the Client.

- b. If a limit with respect to construction or other costs is established by written Agreement between the Client and the Engineer, the following will apply:
- i. The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then-established cost limit will constitute a correspondence revision in the previously agreed cost limit to the extent indicated in such revised opinion.
  - ii. Any cost limit so established shall be increased by an appropriate bidding contingency unless another amount is established in writing.
  - iii. If the bidding or negotiating phase of the project has not commenced within six (6) months after the completion of the Engineer's design hereunder, the established cost limit will not be applicable, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Engineer's design hereunder and the date on which proposals or bids are sought.
  - iv. If the lowest bona fide proposal or bid exceeds the established cost limit, the client shall (1) give written approval to increase such cost limit; (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall endeavor to, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for its services in accordance with this Agreement and shall have no further liability hereunder.

**9. Termination** - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be proportional amount of the total fee based on the ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior to partial payments, if any, which have been made, plus any and all out-of-pocket expenses incurred by the Engineer in the performance of his duties and as defined in the contract herein, less prior payments for these expenses, if any, which have been made. In the event that the Engineer terminates the contract due to non-payment of fees, an amount equal to 15% of the balance of the fixed fee contract shall be due and payable to termination expenses and liquidating damages in addition to any fees and reimbursable expenses unpaid at the date of the termination and any work in progress but yet unbilled at the termination date.

**10. Liability** - The Engineer is protected by Worker's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from and to the extent of, the negligent acts or omissions of the Engineer, its employees, subconsultants or anyone for whom the Engineer is legally liable. If

the Client specifically directs the Engineer to obtain increased insurance coverage, or if the nature of the Engineer's activities requires additional Worker's Compensation or similar insurance coverage, the Engineer will take out such additional insurance, if obtainable, at the Client's expense. Further, the Client shall hold the Engineer harmless from any damages caused by delay if work is suspended due to non-payment under the terms of this Agreement.

It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph, the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against the Engineer on account of any and all design defects, errors, omissions, professional negligence or damages from any cause or causes, to the Engineer's total fee for services rendered on this project, or \$100,000.00 whichever is greater. It is intended that this limitation of liability apply to any and all liability or causes of action; however alleged or arising unless otherwise prohibited by law. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by the Engineer of such limitation for defects, errors, omissions, or professional negligence, and require, as a condition precedent to his (or its) performance of such work, an identical limitation of liability on his (or its) part against the Engineer. In the event the Client fails to obtain an identical limitation of liability provision as to defects or negligence, the Client shall indemnify and hold the Engineer harmless for any liability related to error, omissions or act of professional negligence in such a manner and to such extent that the aggregate liability of the Engineer, including awards and costs assessed by any mediator-arbitrator for such defect or negligence to all parties including the Client, shall not exceed the aforementioned limitation of liability amount. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or materialmen to install work in accordance with the plans and specifications.

**11. Standard of Care** - In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its professional practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.

**12. Failure to Pay** - In the event the Client shall fail to pay any sum due hereunder within ten (10) days after submission of a statement, and the Engineer must file suit to collect same, then in that event, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, to the Engineer.

Engineer will send Client statements for services rendered and costs advanced at regular intervals. Client agrees to carefully read all billing statements and promptly notify Engineer in writing of any claimed errors or discrepancy within fifteen (15) days from the date of statement. If Engineer does not receive such notice from Client in writing within the applicable fifteen (15) day period, it is presumed that Client agrees with all correctness, accuracy and fairness of the billing statement.

Client and Engineer both agree to waive all rights to any jury trial in the course of determining any matter arising out of or connected with the engagement between the parties hereto, including any claim by Engineer against Client for unpaid legal fees, costs and expenses, and any claim by Client against Engineer, including any claim for breach of contract or professional negligence.

**13. Expenses of Litigation** - In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all its reasonable attorney's fees and other expenses related to said litigation.

Such expenses shall include, but shall not be limited to, the cost determined at the Engineer's normal hourly billing rates, of the time devoted to such litigation by the Engineer's employees.

**14. Hazardous Substances** - It is understood and agreed that in seeking the professional service of the Engineer under this Agreement, the Client does not request the Engineer to undertake or perform any services,

studies, or tests, or to make any determinations involving hazardous substances, as defined by federal law. Therefore, the Engineer undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or any way connected with the presence, discharge, release, or escape of contaminants or hazardous substances of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer under this Agreement. If any condition regarding a hazardous substance, including but not limited to, asbestos, is observed by the Engineer or is alleged during the course of the performance of the services hereunder, the Engineer shall have the right to cease all services until the hazardous substance condition has been eliminated. The Engineer shall have the responsibility to notify the Client of any such condition of which the Engineer becomes aware, and the Client shall be solely responsible for the elimination of the hazardous substance condition. If the services to be performed by the Engineer hereunder cannot be performed because of the existence of the hazardous substance condition, the existence of the condition shall be deemed to be a substantial failure on the part of the Client to perform in accordance with the terms of this Agreement, through no fault of the Engineer, for the purposes of termination under Paragraph Number 9.

- 15. Assignment and Subcontracting** - Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights or interests in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the Engineer from employing independent professional associates or consultants, as the Engineer may deem appropriate to assist in the performance of services hereunder.
- 16. Confidentiality** - The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the routine performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.
- 17. Controlling Law** - This Agreement is to be governed by the law of the State of Florida.
- 18. Binding Effect** - This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
- 19. Merger/Amendment** - This Agreement constitutes the entire Agreement between the Engineer and the Client and negotiations, written, and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.
- 20. Severability and Waiver of Provisions** - Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 21. Consideration** - As specific consideration for the indemnification provided the Engineer by the Client, the Engineer shall pay the Client the amount of One Dollar (\$1.00) by credit upon the transmittal to the Engineer of a signed contract/agreement.
- 22. Titles** - The titles used in this Agreement are for general reference only and are not part of the Agreement.



**BSE Consultants, Inc.**  
 312 South Harbor City Boulevard  
 Suite 4  
 Melbourne, FL 32901  
 Phone: 321-725-3674 Fax: 321-723-1159  
 E-Mail: sbatchellor@bseconsult.com

# Invoice

**Invoice #** 1800  
**Invoice Date** 3/5/2010  
**Project No.** 10850 Site Design and Permitting  
**Project Manager** SMG  
**Service Dates:** February 2010  
**Terms** Net 30

**Bill To**

ABC Company, LLC.  
 Accounts Payable  
 555 5th Ave  
 Melbourne, FL 32901

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 1	Feasibility Study	7,500.00	7,500.00	100.00%	0.00%	100.00%	0.00
Task 2	Caracara Survey	6,500.00	5,200.00	80.00%	15.00%	95.00%	975.00
Task 3	Scrub Jay Survey	7,000.00	5,250.00	75.00%	15.00%	90.00%	1,050.00
Task 4	Gopher Tortoise Survey	6,000.00	3,600.00	60.00%	10.00%	70.00%	600.00
Task 5	Phase 1 Environmental Audit	3,500.00	2,975.00	85.00%	15.00%	100.00%	525.00
Task 6	Boundary Survey	4,250.00	2,550.00	60.00%	15.00%	75.00%	637.50
Task 7	Topographic Survey	1,800.00	900.00	50.00%	10.00%	60.00%	180.00
Task 8	Tree Survey	3,500.00	1,750.00	50.00%	10.00%	60.00%	350.00
Task 9	Conceptual Site Plans	2,250.00	1,462.50	65.00%	10.00%	75.00%	225.00
Task 10	Design Plans	35,000.00	3,500.00	10.00%	5.00%	15.00%	1,750.00
Task 11	Preparation of NPDES Erosion Control Plan	1,700.00	170.00	10.00%	20.00%	30.00%	340.00
Task 12	Site Lighting Plan	8,000.00	400.00	5.00%	10.00%	15.00%	800.00
Task 13	Demolition Plan	3,000.00	150.00	5.00%	5.00%	10.00%	150.00
Task 14	Coordinate Geometry Plan	3,500.00	175.00	5.00%	5.00%	10.00%	175.00
Task 15	Electronic AutoCAD File	5,500.00	275.00	5.00%	5.00%	10.00%	275.00
Task 16	Representation	4,000.00	200.00	5.00%	0.00%	5.00%	0.00
Task 17	Soil Borings	4,500.00	225.00	5.00%	0.00%	5.00%	0.00
Task 18	Landscape and Irrigation Design	9,000.00	450.00	5.00%	0.00%	5.00%	0.00
Task 19	Preliminary Plat	7,500.00	375.00	5.00%	0.00%	5.00%	0.00
Task 20	Final Plat	4,500.00			0.00%	0.00%	0.00

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

**Invoice Total:**

**Payments/Credits:**

**Balance Due** **Page 22**





**BSE Consultants, Inc.**  
 312 South Harbor City Boulevard  
 Suite 4  
 Melbourne, FL 32901  
 Phone: 321-725-3674 Fax: 321-723-1159  
 E-Mail: sbatchellor@bseconsult.com

# Invoice

Invoice # 1800  
 Invoice Date 3/5/2010  
 Project No 10850 Site Design and Permitting  
 Project Manager SMG  
 Service Dates: February 2010  
 Terms Net 30

**Bill To**

ABC Company, LLC.  
 Accounts Payable  
 555 5th Ave  
 Melbourne, FL 32901

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 21	Plat - Field Monumentation	4,000.00			0.00%	0.00%	0.00
Task 22	Permitting	12,500.00	625.00	5.00%	10.00%	15.00%	1,250.00
Task 23	Specifications, Bid Documents & Opinion of Quantities	2,000.00			0.00%	0.00%	0.00
Task 24	Service During Construction	17,500.00			0.00%	0.00%	0.00
Task 25	Construction Certifications	22,500.00			0.00%	0.00%	0.00
Reimb Group	Mileage						18.00
	Delivery						20.00
	Postage						0.88
	Copies						7.50
	Regular Prints						155.40
	Total Reimbursable Expenses						201.78

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Invoice Total: \$9,484.28

Payments/Credits: \$0.00

Balance Due Page 23 \$9,484.28



**BSE Consultants, Inc.**  
 312 South Harbor City Boulevard  
 Suite 4  
 Melbourne, FL 32901  
 Phone: 321-725-3674 Fax: 321-723-1159  
 E-Mail: sbatchellor@bseconsult.co...

# Invoice

**Bill To:**

ABC Company, LLC.  
 Accounts Payable  
 555 5th Ave  
 Melbourne, FL 32901

**Invoice #:** 1798  
**Invoice Date:** 2/2/2010  
**Due Date:** 3/4/2010  
**Project:** 10850 Site Design and Permitting  
**Project Mgr:** Scott Glaubit  
**Period:** January 2010

Item	Description	Date	Hours/Qty	Rate	Employee	Amount
030 Roadway	Roadway	1/8/2010	40	150.00	H. Kamal	6,000.00
028 Sanitary Sewer System	Sanitary Sewer System	1/14/2010	24	95.00	A. Saunders	2,280.00
201-General	General Permitting	1/14/2010	16	150.00	S. Glaubit	2,400.00
1009-Site Visit with Contractor	Site Visit with Contractor	1/21/2010	8	90.00	M. McAuliffe	720.00
408-Site Visit	Construction Site Visit	1/22/2010	4	95.00	D. Kean	380.00
Reimb Group	Mileage	1/29/2010		18.00		18.00
	Delivery	1/29/2010		20.00		20.00
	Postage	1/29/2010		0.88		0.88
	Copies	1/29/2010		7.50		7.50
	Regular Prints	1/29/2010		66.60		66.60
	Total Reimbursable Expenses					112.98

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

**Total:** \$11,892.98

**Payments/Credits:** \$0.00

**Balance Due:** \$11,892.98



**B.S.E. CONSULTANTS, INC.**



**FEE SCHEDULE – 2023**

Principal Engineer.....	\$240.00/Hour
Senior Project Engineer.....	\$190.00/Hour
Senior Engineer.....	\$170.00/Hour
Project Engineer.....	\$160.00/Hour
Staff Engineer .....	\$125.00/Hour
Senior Surveyor .....	\$165.00/Hour
Senior Surveyor + 1 Surveyor .....	\$255.00/Hour
Senior Surveyor + 2 Surveyors.....	\$320.00/Hour
Senior Surveyor + 3 Surveyors.....	\$390.00/Hour
Environmental Specialist -1.....	\$ 90.00/Hour
CADD Designer.....	\$115.00/Hour
Jr. CADD Designer.....	\$ 55.00/Hour
Administrative Technician .....	\$ 85.00/Hour
Administrative Assistant .....	\$ 75.00/Hour
Jr. Administrative Assistant.....	\$ 55.00/Hour
Construction Inspector .....	\$130.00/Hour
1-Man Survey Crew .....	\$135.00/Hour
2-Man Survey Crew .....	\$170.00/Hour
3-Man Survey Crew .....	\$210.00/Hour
4-Man Survey Crew .....	\$230.00/Hour
Expert Witness .....	\$370.00/Hour

**REIMBURSABLE EXPENSES**

24"x36" Regular (Black/White) Prints .....	\$2.50/Page
24"x36" Color Prints.....	\$7.75/Page
Black/White Copies: .....	8.5"x11" (\$0.15), 8.5"x14" (\$0.17), 11"x17" (\$0.20)
Color Copies:.....	8.5"x11" (\$0.17), 8.5"x14" (\$0.20), 11"x17" (\$0.25)
All Other Sizes and Outsourced Prints/Copies.....	Prices Available By Request
Faxes .....	\$1.25/Page
Mileage at IRS Standard Rate (2023) .....	\$0.625/mile
Charter Airfare.....	AT COST
Permit Application Fees .....	AT COST
Postage .....	AT COST



**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REQUEST FOR QUALIFICATIONS  
Professional Engineering Services**

**NOTICE IS HEREBY GIVEN** in accordance with Section 287.055, *Florida Statutes*, the Consultants' Competitive Negotiation Act ("CCNA") that the Everlands II Community Development District ("District") is soliciting responses from qualified engineering firms ("Firm" and/or "Firms") to serve as the Engineer for the District (the "District Engineer") pursuant to the requirements of Chapter 190, *Florida Statutes*. Any qualified Firm interested in providing services must submit a qualification package pursuant to the CCNA and the terms and conditions set forth herein and in the hereinafter referenced Proposal Packet. It is the District's intent to select one (1) Professional Engineer pursuant to the provisions of the CCNA.

The services to be provided by the Professional Engineer may include, but are not necessarily limited to, Professional Engineering Services associated with any District project pursuant to applicable provisions of Chapter 189 and 190, *Florida Statutes* (the District's enabling legislation); attendance at Board meetings and various Staff meetings, as may be required in order to coordinate, consult and provide professional engineering advice on projects; preparation and provision of engineering studies, design, bidding, permitting and construction phase and inspection phase services for such construction activity as is needed in order to implement a project and the provision of assistance, review and recommendation services regarding construction payments, change orders and certifications of completions of construction activities; provision of and consultation on technical engineering standards and specifications; technical representations before and with other governmental agencies and entities and the provision of such other professional services as may be authorized by the Board.

**Engineering Firms interested in submitting a proposal may contact the District Manager, Special District Services, Inc., at (772) 453-0975 or e-mail: [bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org) between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, to request a Proposal Packet or if there are any questions regarding this matter.** Firms will be evaluated based on the following criteria, weighted as outlined in the Proposal Packet: capability to perform the professional services for District Engineer, adequacy of personnel, past record, experience, and any other factors as set forth in the Proposal Packet.

**Proposals are required to be delivered to the Branch Office (Instructions in Proposal Packet): Everlands II Community Development District, District Manager, c/o Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, FL 34987; and also by electronic PDF format via e-mail to [bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org) by no later than 3:00 p.m., EST, on \_\_\_\_\_, 2023.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The District reserves the right to reject any or all proposals, to waive informalities and to re-advertise. There will be no fees or reimbursement paid to any Firm for responding to this RFQ.

**BOARD OF SUPERVISORS  
EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT  
[www.everlandsiicdd.org](http://www.everlandsiicdd.org)**

**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

August 29, 2023

Everlands II Community Development District  
c/o Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: Mr. Frank Sakuma

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Sakuma:

Thank you for the opportunity to work with the Everlands II Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

## ATTACHMENT I

**Section 1**     **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2**     **Terms and Conditions:**

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:



- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.



Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

August 28, 2023

Board of Supervisors of the Everlands II  
Community Development District  
c/o Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: Frank Sakuma, Jr.

Re: Everlands II Community Development District  
Special Assessment Bonds, Series 2023

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Bond Counsel in connection with the issuance by the Everlands II Community Development District (the "District") of its planned Special Assessment Bonds, Series 2023 (herein, the "Bonds") to finance the District's public improvement plan.

We have extensive experience serving as Bond Counsel for all types of municipal transactions throughout the State of Florida and is a nationally recognized bond counsel firm. We specialize in community development district financings serving as either bond counsel, disclosure counsel or underwriter's counsel. Our tax department is second to none with specialized expertise in the tax analysis associated with, but not limited to, community development district financings in Florida.

As Bond Counsel we would draft the bond documents and resolutions. We will work closely with Underwriter's counsel, Issuer's counsel and the District Manager on all aspects of this proposed financing, including assisting District counsel in the validation of the Bonds and assisting Underwriter's counsel in the preparation of the offering document. At the closing, we will deliver our approving tax opinion regarding the validity of the Bonds and its tax-exempt status.

Our fee for the services rendered would be the lesser of \$55,000, or the number of actual attorney hours incurred. Our fee and expenses would be payable at the time of the closing. If for any reason the Bonds do not close because of a decision of the District, we would bill the District the lesser of our above quoted fees or the actual number of hours incurred by our attorneys and paralegals at their respective rates discounted by 20%.

ACTIVE 689776294v2

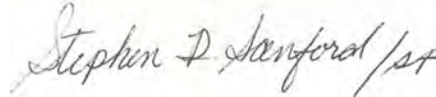
We will also seek reimbursement of our reasonable documented expenses in an amount not to exceed \$1,500. Our fees are payable at, and contingent upon, the closing of the Bonds (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fee assumes that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors of the Issuer.

If our fee proposal is acceptable, please indicate by having an authorized Board member sign below on the extra copy of this letter enclosed herewith and return the same to me.

If any Board member should have any questions regarding this proposal or the role of bond counsel, please do not hesitate to call. I would be the principal shareholder responsible for all work regarding this engagement.

Very truly yours,

GREENBERG TRAURIG, P.A.



Stephen D. Sanford  
Shareholder

Agreed and Accepted:

EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





Global Corporate Trust Services  
 500 West Cypress Creek Road  
 Suite 460  
 Fort Lauderdale, Florida 33309

August 24<sup>th</sup>, 2023

Everlands II Community Development District  
 c/o Special District Services, Inc.  
 2501A Burns Road  
 Palm Beach Gardens, Florida 33410

Re: Everlands II Community Development District  
 Special Assessment Revenue Bonds, Series 2023)

We are pleased to confirm the following fee structure for the above referenced issue:

Acceptance Fee	\$2,125.00
Closing Expenses	\$150.00 (Est., South Florida Closing)
Annual Trustee, Paying Agent and Registrar Fee	\$3,950.00
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
<u>Trustee Counsel Fee</u>	<u>\$6,250.00 (Estimated)</u>

*This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly. Payment of the fees detailed herein constitutes acceptance of the terms and conditions set forth.*

The above fees and expenses would be paid in advance. Thank you for the opportunity to continue to provide our services to the District. Please do not hesitate to contact me at 954.938.2471 if you have any questions or if you need any additional information.

Sincerely,

*Robert E. Hedgecock*

Robert E. Hedgecock  
 Vice President

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING A PUBLIC COMMENT POLICY, PROVIDING MEMBERS OF THE PUBLIC WITH A REASONABLE OPPORTUNITY TO BE HEARD AT DISTRICT BOARD MEETINGS IN ACCORDANCE WITH SECTION 286.0114, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Everlands II Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and

**WHEREAS**, Chapter 2013-227, Laws of Florida, created Section 286.0114, *Florida Statutes*, requiring that the District Board of Supervisors (the “Board”) comply with the public participation requirements of the new law and providing an option for such local government boards to adopt rules or policies providing the public with the reasonable opportunity to be heard on certain matters presented or considered by the District Board; and

**WHEREAS**, the Board has determined that it is appropriate and proper to adopt certain rules or policies providing the public with a reasonable opportunity to be heard on certain matters presented to or considered by the District Board; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to adopt resolutions as necessary to conduct the business of the District; and

**WHEREAS**, the District Board finds that it is in the best interest of the District to enact a policy pertaining to public comment at District Board meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the District Board of Supervisors.

**Section 2.** The Board of the District hereby establishes and adopts, pursuant to Section 286.0114, *Florida Statutes*, the “Public Comment Policy,” as follows:

## PUBLIC COMMENT POLICY

- A. Prior to the District Board of Supervisors (the “Board”) taking official action on a proposition or matter, members of the public shall be provided with a reasonable opportunity to be heard on such proposition or matter. The opportunity to be heard need not occur at the same meeting at which the District Board takes official action on a proposition or matter if the opportunity to be heard occurs at a meeting that is a part of the decision making process and is within a reasonable proximity in time before the Board takes the official action.
- B. This policy does not prohibit the Board from maintaining orderly conduct or proper decorum during any public meeting. The opportunity to be heard is subject to the policies adopted by the District Board, as provided herein.
- C. Members of the public shall each be limited to three (3) minutes in which to address the Board regarding a particular proposition or matter. In the discretion of the Board, a potential speaker may assign his or her three (3) minutes to extend another speaker’s time on any proposition or matter, provided that such time is not extended beyond fifteen (15) minutes. The public comment period on a particular proposition or matter shall be limited to a total of one (1) hour. Provided that the requirements of Section 286.0114, *Florida Statutes*, are satisfied, the presiding officer of the Board may extend or reduce the time periods set forth herein to facilitate the conduct of District business in an orderly and efficient manner while effectuating the intent and purpose of this policy.
- D. For meetings in which more than ten (10) members of the public (non-Board members and non-District staff) are in attendance or upon the determination of the presiding officer of the Board, individuals desiring to address the District Board on a particular proposition or matter shall sign in on a public comment sheet to be provided by the district manager of the District on which the individual shall include his or her name, address, the proposition or matter in which they wish to be heard, the individual’s position on the proposition or matter (for, against, or neutral), and if applicable, in the discretion of the Board, shall identify the representative designated to speak on his or her behalf.
- E. Additional policies governing the reasonable opportunity to be heard at a Board meeting:
  - 1. Any person desiring to address the Board by oral communication shall first secure permission of the presiding officer of the Board, and prior to proceeding with any comment shall state his or her name and address for the public record.

2. All remarks or comments shall be addressed to the Board as a body and not to any particular member thereof or to any member of District staff.
3. No person, other than members of the Board, District staff and the individual having the floor and addressing the Board during public comment, shall be permitted to enter into any discussion, either directly or indirectly through members of the District Board.
4. Nothing herein shall be interpreted to prohibit the presiding officer of the Board from maintaining decorum and orderly conduct during a public meeting.

F. The requirements of this policy above do not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the requirements of this policy would cause and unreasonable delay in the ability of the Board to act.
2. An official act involving no more than a ministerial act, including, but not limited to, the approval of minutes and ceremonial proclamations.
3. A meeting that is exempt from the requirements of Section 286.011, *Florida Statutes*.
4. A meeting during which the Board is acting in a quasi-judicial capacity. However, this exemption does not affect the right of any person to be heard as otherwise provided by law.
5. Any other exception provided for in Section 286.0114(3), *Florida Statutes*, or as specifically provided by law.

**Section 3.** The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution, including posting this Public Comment Policy on the District's website and making the same generally available to members of the public.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 5.** If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** The Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE POLICY OF THE DISTRICT WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) of Everlands II Community Development District (the “District”) is constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the members of the Board and its officers is maintained at a minimum; and

**WHEREAS**, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers so as to reduce the threat of personal liability to such individuals.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members and officers of the District shall be provided the benefit of the indemnification, hold harmless, support and legal defense provisions provided in this Resolution:

- (a) All members of the Board, its officers, employees and agents, the District Manager and its employees the District Legal Counsel its Associates and employees, and the District Engineer and its employees (the “Indemnitee”)
- (b) Independent contractors except those identified in subsection (a) above, agents or persons shall not be so indemnified with respect to service to the District except to the extent permitted by law and authorized by a majority vote of the members of the District's Board.

**Section 3.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of the Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any of the above-listed Indemnitees for an act or omission under

color of state law, custom or usage, wherein it is alleged that such officer or agent has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. §1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against its Indemnitees from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the state does not through its laws protect the Indemnitees from liability; it is committed to doing so to the extent described in this Resolution.

**Section 4.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by an Indemnatee while performing the duties and functions of his or her position.

**Section 5.** This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his/her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In the event that the District has expended funds to provide an attorney to defend an Indemnatee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton disregard for human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

**Section 6.** The District agrees to pay any final judgment, including damages fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnatee as described in Section 2 of this Resolution, in any civil action or civil rights lawsuit described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. §1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interests.

**Section 7.** Payment of judgments or provision of legal representation pursuant to this Resolution is conditioned on the following as determined in the sole discretion of the District:

- (a) The actions of the Indemnatee were within the scope of his or her duties and authority; and
- (b) The acts or omissions of the Indemnatee did not constitute bad faith, malicious

purpose, intentional infliction of harm, or were not done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and

- (c) The Indemnitee did not receive any financial profit or advantage to which he or she was not legally entitled; and
- (d) A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint was delivered to the District Chairperson, Vice Chairperson, District Manager, or District Attorney within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- (e) The Indemnitee cooperates continuously and fully with the District in the defense of the action.

**Section 8.** Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- (a) Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- (b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 2(b) of this Resolution; and
- (c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained.
- (d) Any indemnification or defense prohibited by law.

**Section 9.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- (a) Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- (b) Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
  - (i) Approve, in advance, any agreement for legal fees or disbursements; and
  - (ii) Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
  - (iii) Direct the defense and settle or compromise the action or claim; and



- (iv) Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys' fees awarded to the Indemnatee.

**Section 10.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

**Section 11.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Indemnatee.

**Section 12.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions which occurred before the effective change, modification or withdrawal of this Resolution.

**Section 13.** This Resolution shall apply as of the date hereof for any acts or omissions that occur after the effective date hereof.

PASSED, ADOPTED AND EFFECTIVE this 8<sup>th</sup> Day of September, 2023.

**ATTEST:**

**EVERLANDS II  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON AND/OR VICE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Everlands II Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within City of Palm Bay, Brevard County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including wastewater systems, water supply systems, surface water management facilities, roadways, offsite improvements, sidewalks, landscaping and irrigation, entrance features and other improvements; and

**WHEREAS**, the District anticipates adopting an Engineer's Report dated \_\_\_\_\_, 2023 (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "Improvements"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements (the "Permits and Conveyances"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson and/or Vice Chairperson to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

**WHEREAS**, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

**WHEREAS**, the Board of Supervisors (the "Board") finds that granting to the Chairperson and/or Vice Chairperson the Conveyance Authority is in the best interests of the

District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. DELEGATION OF AUTHORITY.** The Chairperson and/or Vice Chairperson of the District’s Board is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Secretary, and Assistant Secretary of the District’s Board are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson and/or Vice Chairperson. Such authority shall be subject to the District Engineer and District Counsel’s review and approval.

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

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR THE FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the Everlands II Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2023/2024; and

**WHEREAS**, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED, ADOPTED and EFFECTIVE** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the “Board”) of the Everlands II Community Development District (the “District”) will hold Regular Board Meetings (the “Meeting” or “Meetings”) at the offices of B.S.E. Consultants, Inc. located at 312 South Harbor City Boulevard, Melbourne, Florida 32949 at 10:00 a.m. on the following dates:

**October 13, 2023  
November 10, 2023  
December 8, 2023  
January 12, 2024  
February 9, 2024  
March 8, 2024  
April 12, 2024  
May 10, 2024  
June 14, 2024  
July 12, 2024  
August 9, 2024  
September 13, 2024**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District’s website [www.everlands2cdd.org](http://www.everlands2cdd.org) or by contacting the District Manager at 772-345-5119 or by email at [bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org) and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meetings may be continued to a date, time and place to be specified on the record at the Meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone may be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 772-345-5119 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**

[www.everlands2cdd.org](http://www.everlands2cdd.org)

**RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR THE INITIAL LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Everlands II Community Development District (the "District") was established by Ordinance No. 2023-27 of the Board of the City of Palm Bay Brevard County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as outlined in Chapter 190, Section 190.006, *Florida Statutes*, within ninety (90) days following the effective date of establishment, the District shall hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors; and

**WHEREAS**, at such meeting, each landowner shall be entitled to cast one (1) vote per acres (or fraction thereof) of land owned and located within the District for each person to be elected; and

**WHEREAS**, the two (2) candidates receiving the highest number of votes shall each serve for four (4) year terms and the three (3) candidates receiving the next largest number of votes shall each serve for two (2) year terms; and

**WHEREAS**, a Notice of the Landowners' Meeting shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** In accordance with Section 190.006(2), *Florida Statutes*, the initial meeting of the landowners to elect five (5) supervisors of the District, shall be held on \_\_\_\_\_ 2023 at 10:00 a.m., in the 312 South Harbour City Boulevard, Melbourne, Florida 32949.

**Section 3.** A Notice of Landowners' Meeting shall be published as prescribed by law.

**PASSED AND ADOPTED** THIS 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT  
APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023  
AND SETTING A PUBLIC HEARING THEREON PURSUANT TO  
FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Everlands II Community Development District (the “District”) was recently established by Ordinance No. 2023-27 approved by the Board of the City of Palm Bay, Brevard County, Florida, effective July 20, 2023; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (the “Board”) of the District the proposed operating fund budget for Fiscal Year 2022/2023; and

**WHEREAS**, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

1. The operating fund budget proposed by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2023

HOUR: 10:00 a.m.

LOCATION: 312 South Harbour City Boulevard  
Melbourne, FL 32949

3. The District Manager is hereby directed to submit a copy of the proposed budget to the City of Palm Bay and Brevard County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the City of Palm Bay and Brevard County for posting on their website.

5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson

Attachment: **Exhibit “A”** Fiscal Year 2022/2023 Budget



**EXHIBIT A**

Everlands II  
Community Development District

**Proposed Budget For  
Fiscal Year 2022/2023  
September 8, 2023 - September 30, 2023**

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**PROPOSED BUDGET**  
**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023**  
**SEPTEMBER 8, 2023 - SEPTEMBER 30, 2023**

	<b>FISCAL YEAR 2022/2023 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	20,275
Debt Assessments	0
Interest Income	0
<b>TOTAL REVENUES</b>	<b>\$ 20,275</b>
<b>EXPENDITURES</b>	
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	0
Legal	10,000
Assessment Roll	0
Audit Fees	0
Arbitrage Rebate Fee	0
Insurance	2,000
Legal Advertisements	5,000
Miscellaneous	1,500
Postage	100
Office Supplies	500
Dues & Subscriptions	175
Trustee Fees	0
Continuing Disclosure Fee	0
<b>Total Administrative Expenditures</b>	<b>\$ 19,275</b>
<b>Maintenance Expenditures</b>	
Engineering/Inspections	1,000
Miscellaneous Maintenance	0
<b>Total Maintenance Expenditures</b>	<b>\$ 1,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,275</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED PROPOSED BUDGET**  
**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023**  
**SEPTEMBER 8, 2023 - SEPTEMBER 30, 2023**

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	0	0	0	
Developer Contribution	0	0	20,275	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,275</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	
Management	0	0	0	Will Commence In October 2023
Legal	0	0	10,000	
Assessment Roll	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	0	0	Will Commence In Fiscal Year 2024/2025 (For 2023/2024 Audit)
Arbitrage Rebate Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	0	2,000	
Legal Advertisements	0	0	5,000	
Miscellaneous	0	0	1,500	
Postage	0	0	100	
Office Supplies	0	0	500	
Dues & Subscriptions	0	0	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
<b>Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,275</b>	
<b>Maintenance Expenditures</b>				
Engineering/Inspections	0	0	1,000	Engineers Report To Be Included In Bond Cost Of Issuance
Miscellaneous Maintenance	0	0	0	
<b>Total Maintenance Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,275</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT  
APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024  
AND SETTING A PUBLIC HEARING THEREON PURSUANT TO  
FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Everlands II Community Development District (the “District”) was recently established by Ordinance No. 2023-27 approved by the Board of the City of Palm Bay, Brevard County, Florida, effective July 20, 2023; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (the “Board”) of the District the proposed operating fund budget for Fiscal Year 2023/2024; and

**WHEREAS**, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

1. The operating fund budget proposed by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2023

HOUR: 10:00 a.m.

LOCATION: 312 South Harbour City Boulevard  
Melbourne, FL 32949

3. The District Manager is hereby directed to submit a copy of the proposed budget to the City of Palm Bay and Brevard County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the City of Palm Bay and Brevard County for posting on their website.

5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson

Attachment: **Exhibit “A”** Fiscal Year 2023/2024 Budget

**EXHIBIT A**



Everlands II  
Community Development District

**Proposed Budget For  
Fiscal Year 2023/2024  
October 1, 2023 - September 30, 2024**

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**PROPOSED BUDGET**  
**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	<b>FISCAL YEAR 2023/2024 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	92,475
Debt Assessments	0
Interest Income	0
<b>TOTAL REVENUES</b>	<b>\$ 92,475</b>
<b>EXPENDITURES</b>	
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	36,000
Legal	30,000
Assessment Roll	0
Audit Fees	0
Arbitrage Rebate Fee	0
Insurance	6,000
Legal Advertisements	15,000
Miscellaneous	1,500
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Trustee Fees	0
Continuing Disclosure Fee	0
<b>Total Administrative Expenditures</b>	<b>\$ 90,475</b>
<b>Maintenance Expenditures</b>	
Engineering/Inspections	2,000
Miscellaneous Maintenance	0
<b>Total Maintenance Expenditures</b>	<b>\$ 2,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 92,475</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED PROPOSED BUDGET**  
**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	0	0	0	
Developer Contribution	0	20,275	92,475	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 20,275</b>	<b>\$ 92,475</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	
Management	0	0	36,000	\$3,000 X 12 Months
Legal	0	10,000	30,000	
Assessment Roll	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	0	0	Will Commence In Fiscal Year 2024/2025 (For 2023/2024 Audit)
Arbitrage Rebate Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	2,000	6,000	
Legal Advertisements	0	5,000	15,000	
Miscellaneous	0	1,500	1,500	
Postage	0	100	300	
Office Supplies	0	500	1,500	
Dues & Subscriptions	0	175	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
<b>Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ 19,275</b>	<b>\$ 90,475</b>	
<b>Maintenance Expenditures</b>				
Engineering/Inspections	0	1,000	2,000	Engineers Report To Be Included In Bond Cost Of Issuance
Miscellaneous Maintenance	0	0	0	
<b>Total Maintenance Expenditures</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 2,000</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 20,275</b>	<b>\$ 92,475</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**DEVELOPER'S FUNDING AGREEMENT**  
**(Fiscal Year 2022/2023 & 2023/2024)**

This Agreement is made and entered into this 8<sup>th</sup> day of September, 2023 (the "Effective Date"), by and between:

**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Palm Bay, Brevard County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

**LENNAR HOMES, LLC**, a Florida limited liability company, the primary developer of lands generally located east of St. John's Heritage Parkway, north of Emerson Drive, South of MTWCD Canal 54 and west of MTWCD Canal 59, in the City of Palm Bay, Florida, whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126, and its successors and assigns (all referred to herein as the "Developer").

**RECITALS**

**WHEREAS**, the Developer owns or controls all lands within the District; and

**WHEREAS**, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

**WHEREAS**, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

**WHEREAS**, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

**WHEREAS**, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

/#3#/#

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire 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 in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover

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from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. This Agreement has been negotiated fully between the parties in 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. This Agreement 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. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

**Attest:**

**EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

STATE OF FLORIDA }  
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Chairperson/Vice Chairperson of the Board of Supervisors for **EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

STATE OF FLORIDA }  
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Secretary/Assistant Secretary of the Board of Supervisors for **EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:



**LENNAR HOMES, LLC**, a Florida Limited Liability Company

**Witnesses:**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

(CORPORATE SEAL)

STATE OF FLORIDA            }  
COUNTY OF BREVARD    }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **LENNAR HOMES, LLC**, a Florida Limited Liability Company. He or she is personally known to me or has produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

\_\_\_\_\_  
Notary Public  
Commission:

**Exhibit "A" - Budgets**

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**RESOLUTION NO. 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY, PURSUANT TO CHAPTER 280, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the Everlands II Community Development District (the "District") to establish accounts with qualified depositories for the purpose of the deposits and subsequent expenditure of public funds of the District; and

**WHEREAS**, the Board of Supervisors of the District has selected South State Bank, to serve as the depository of public funds for the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** That the District Manager is hereby authorized to establish an account(s) with South State Bank, located at 10891 North Military Trail, Palm Beach Gardens, Florida 33410, to serve as depository of public funds for the District's General Fund Operating Account, pursuant to public law and regulations under Section 280.17, *Florida Statutes*.

**PASSED, ADOPTED and EFFECTIVE** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION NO. 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Everlands II Community Development District (the "District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

**WHEREAS**, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account; and

**WHEREAS**, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, Frank Sakuma and \_\_\_\_\_ to serve as the signatories, as required, on the District checking/operating account; and

**WHEREAS**, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

**Section 3.** When necessary to write checks, the signatures of two (2) of the designated signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

**PASSED, ADOPTED and BECOMES EFFECTIVE** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION 2023-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Everlands II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**SECTION 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

**SECTION 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** at a meeting of the District Board of Supervisors, this 8<sup>th</sup> day of September, 2023.

ATTEST:

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

## Exhibit A

### **Amendments to General Records Schedules established by the Division**

#### **ADVERTISEMENTS: LEGAL (Item #25)**

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **AUDITS: INDEPENDENT (Item #56)**

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: DETAIL (Item #340)**

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: SUMMARY (Item #341)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **INCIDENT REPORT FILES (Item #241)**

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

#### **MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS) (Item #4)**

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

#### **PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)**

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)**

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

#### **REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)**

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.



**RESOLUTION NO. 2023-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the “Board” of the Everlands II Community Development District, hereinafter referred to as the “District” is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*, and

**WHEREAS**, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- b. Securities and Exchange Commission registered money market funds with the highest quality rating from a nationally recognized rating agency.
- c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
- d. Direct obligations of the U.S. Treasury.

**Section 2.** Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

**PASSED, ADOPTED and EFFECTIVE** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State Emergency Management Act, Chapter 252, *Florida Statutes*, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Everlands II Community Development District (the “District”) hereby approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, THAT:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** That execution of the attached Statewide Mutual Aid Agreement is hereby authorized and the Agreement is hereby approved.

**PASSED, ADOPTED and EFFECTIVE** this 8<sup>th</sup> day of September, 2023.

**ATTEST:**

**EVERLANDS II  
COMMUNITY DEVELOPMENT DISTRICT,**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

This instrument prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)


Name: Michael J. Pawelczyk, Esq.  
Address: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Las Olas Square, Suite 600  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

**NOTICE OF ESTABLISHMENT OF THE  
EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT**

This Notice of Establishment is recorded pursuant to the requirements of Section 190.0485, Florida Statutes. The Everlands II Community Development District was established by virtue of Ordinance No. 2023-27 of the City Council of Palm Bay, Florida, enacted and effective July 20, 2023.

The legal description of the Everlands II Community Development District is attached hereto and incorporated by reference herein as Exhibit "A".

**THE EVERLANDS II COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

By:   
Ginger E. Wald, District Counsel  
Everlands II Community Development District

STATE OF FLORIDA }  
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2023 by GINGER E. WALD, as District Counsel of the Everlands II Community Development District. She is personally known to me.



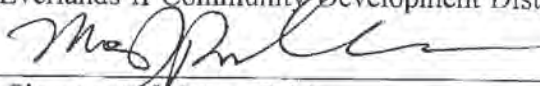
  
Signature of Notary Public  
Michael J. Pawelczyk  
Printed Name of Notary  
Notary Public, State of Florida



Exhibit "A"DESCRIPTION OF NE QUADRANT OF EVERLANDS

A PARCEL OF LAND IN SECTIONS 20 AND 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF EMERSON DRIVE, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN WESTERLY, ALONG THE ARC OF THE CURVED NORTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1490.00 FEET, A CENTRAL ANGLE OF 12°01'04", A CHORD LENGTH OF 311.95 FEET AND A CHORD BEARING OF S84°06'13"W), A DISTANCE OF 312.53 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S78°05'41"W A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1550.00 FEET, A CENTRAL ANGLE OF 3°03'55", A CHORD LENGTH OF 82.91 FEET AND A CHORD BEARING OF S79°37'38"W), A DISTANCE OF 82.92 FEET TO THE SOUTHEAST CORNER OF PARCELS C-2 THROUGH C-5, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-2 THROUGH C-5, THE FOLLOWING 5 (FIVE) COURSES AND DISTANCES; 1) THENCE N00°40'06"E A DISTANCE OF 278.70 FEET; 2) THENCE N89°19'54"W A DISTANCE OF 300.00 FEET; 3) THENCE N00°40'06"E A DISTANCE OF 500.00 FEET; 4) THENCE N89°19'54"W A DISTANCE OF 650.00 FEET; THENCE S00°40'06"W A DISTANCE OF 800.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF PARCELS C-6 THROUGH C-9, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°40'06"E, ALONG THE BOUNDARY OF SAID PARCELS C-6 THROUGH C-9, A DISTANCE OF 800.00 FEET TO THE NORTHEAST CORNER OF SAID PARCELS C-6 THROUGH C-9; THENCE CONTINUE N00°40'06"E A DISTANCE OF 368.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 28°54'38", A CHORD LENGTH OF 162.25 FEET AND A CHORD BEARING OF N15°07'25"E), A DISTANCE OF 163.99 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST; THENCE N60°25'16"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 255.47 FEET; THENCE N89°17'00"W A DISTANCE OF 829.96 FEET TO THE EAST RIGHT-OF-WAY LINE OF ST JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°43'00"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 581.32



FEET TO THE SOUTHWEST CORNER OF COMMERCIAL PARCEL C-1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCEL C-1, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE S89°19'54"E A DISTANCE OF 182.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 7°14'51", A CHORD LENGTH OF 117.56 FEET AND A CHORD BEARING OF S85°42'28"E), A DISTANCE OF 117.64 TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCEL C-1; 3) THENCE N00°42'13"E A DISTANCE OF 307.33 FEET; 4) THENCE N89°19'54"W A DISTANCE OF 325.59 FEET TO A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 4°35'55", A CHORD LENGTH OF 96.29 AND A CHORD BEARING OF N13°33'23"W), A DISTANCE OF 96.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 21°02'56", A CHORD LENGTH OF 292.25 FEET AND A CHORD BEARING OF N05°12'22"W), A DISTANCE OF 293.90 FEET TO THE END OF SAID CURE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N05°19'06"E A DISTANCE OF 303.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 4°38'01", A CHORD LENGTH OF 97.02 FEET AND A CHORD BEARING OF N03°00'05"E), A DISTANCE OF 97.04 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°41'05"E A DISTANCE OF 582.19 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL FIFTY FOUR; THENCE S89°37'12"E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 33.57 FEET TO THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE N89°46'53"E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1973.79 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S00°46'00"W ALONG SAID WEST LINE A DISTANCE OF 613.69 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S89°46'47"W A DISTANCE OF 658.09 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S00°46'54"W A DISTANCE OF 659.73 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE N89°46'40"E A DISTANCE OF 1316.53 FEET TO THE

SOUTHEAST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S00°45'06"W, ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 21, A DISTANCE OF 1319.35 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S89°46'26"W ALONG THE NORTH LINE OF SAID SOUTHWEST ONE QUARTER A DISTANCE OF 55.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT-OF-WAY); THENCE S00°45'06"W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1049.35 FEET TO THE POINT OF BEGINNING. CONTAINING 143.73 ACRES, MORE OR LESS.