

MINUTES OF MEETING

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

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **Tuesday, January 28, 2014 at 10:30 a.m.** at the Brevard County Government Center, located at 2725 Judge Fran Jamieson Way, Building C, Viera, FL 32940.

Present and constituting a quorum:

Bernie Reed	Board Supervisor, Chairman
Jay Williams	Board Supervisor, Vice Chairman
Kenneth Bonin	Board Supervisor, Assistant Secretary
Joe Fulghum	Board Supervisor, Assistant Secretary
Roger Teurfs	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Hopping Green & Sams, P.A.
Hassan Kamal	District Engineer, BSE Consultants
Ana Saunders	District Engineer, BSE Consultants
Darcie Madison	Leland Management

Audience Members

FIRST ORDER OF BUSINESS

Call to Order

Mr. Reed called the meeting to order at 10:45 a.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments on agenda items.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors' Regular Meeting held
October 22, 2013**

There was a correction to the minutes on Page 2. The term for Seat 2 was corrected from 2013 to 2014.

On Motion by Mr. Reed, seconded by Mr. Teurfs, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held October 22, 2013, as amended, for Heritage Isle at Viera Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for October
2013, November 2013 and December 2013**

On Motion by Mr. Teurfs, seconded by Mr. Williams, with all in favor, the Board ratified the Operations and Maintenance Expenditures for October 2013 in the amount of \$44,440.88, November 2013 in the amount of \$34,073.53 and December 2013 in the amount of \$48,601.41 for Heritage Isle at Viera Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Earlywine presented a draft Bill of Sale, Warranty Deed and General Assignment (marked as Exhibit "A" to these minutes) for the pond expansion work done by Lennar.

The Board of Supervisors approved in substantial form, subject to the completion of the work and final review by Lennar.

On Motion by Mr. Williams, seconded by Mr. Teurfs, with all in favor, the Board approved in substantial form, subject to the completion of the work and final review by Lennar for Heritage Isle at Viera Community Development District.

B. District Engineer

Ms. Saunders updated the Board of Supervisors that the streetlight project on Legacy Boulevard should be completed no later than March 21, 2014 and will take approximately two weeks to complete.

Ms. Dobbins also noted that the final total for the streetlight project came to \$158,142. The Board of Supervisors ratified the Chairman's approval of the final proposed estimate.

On Motion by Mr. Williams, seconded by Mr. Fulghum, with all in favor, the Board ratified the Chairman's approval of the final proposed estimate of \$158,142 for the streetlight project for Heritage Isle at Viera Community Development District.

Mr. Kamal reviewed a construction update provided by Lennar (marked as Exhibit "B").

C. District Manager

Ms. Dobbins noted that the next regularly scheduled meeting will be held March 25, 2014 at 10:30 a.m.

Ms. Dobbins updated the Board of Supervisors that the Clubhouse is inspecting Legacy Boulevard streetlights every two weeks for the CDD and will make reports of outages to FPL and to our office.

It was noted that residents have made requests for more pet stations along Legacy Boulevard.

Ms. Dobbins reviewed creating a policy which would allow the residents to clean the CDD sidewalk in front of their home in the interim of when the CDD cleans its sidewalks every two years as long as proper insurance is provided by a licensed contractor to the District Manager's office to review prior to the work being done.

The Board of Supervisors' approved District Counsel to draft such a policy, subject to the Chairman's approval.

On Motion by Mr. Williams, seconded by Mr. Teurfs, with all in favor, the Board approved District Counsel to draft a policy allowing residents to clean CDD sidewalks in front of their residences, subject to the Chairman's approval, for Heritage Isle at Viera Community Development District.

D. Tropic Care

Mr. Romano updated the Board of Supervisors of the declining health of some of the pine trees in the community. The District is removing them and only replacing them when there isn't an abundance of them in the area.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2014-03,
Designating an Assistant Secretary**

On Motion by Mr. Williams, seconded by Mr. Fulghum, with all in favor, the Board approved Resolution 2014-03, Designating an Assistant Secretary for Heritage Isle at Viera Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Hoover Pumping
Contract Renewal**

It was noted that the contract renewal will be at the same terms as the current contract with an annual cost of \$2,790.

On Motion by Mr. Reed, seconded by Mr. Williams, with all in favor, the Board approved the contract for Hoover Pumping with an annual amount not to exceed \$2,790 for Heritage Isle at Viera Community Development District.

NINTH ORDER OF BUSIENSS

Consideration of Fire Ant Treatment Proposal

The Board of Supervisors approved an annual ant treatment program using Top Choice, subject to District Counsel drafting an agreement, with an amount not to exceed \$6,000.

On Motion by Mr. Reed, seconded by Mr. Williams, with all in favor, the Board approved an annual ant treatment program using Top Choice, subject to District Counsel drafting an agreement, with an amount not to exceed \$6,000 for Heritage Isle at Viera Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Legacy Boulevard Landscape Improvement Proposal

On Motion by Mr. Reed, seconded by Mr. Teurfs, with all in favor, the Board approved the landscape enhancements on Legacy Boulevard in the amount not to exceed \$1,080 for Heritage Isle at Viera Community Development District.

ELEVENTH ORDER OF BUSINESS

Acceptance of Arbitrage Rebate Report Series 2004 A&B as of May 1, 2013 and Series 2005 as of October 31, 2013

The Board of Supervisors accepted the Arbitrage Rebate Report for Series 2004 A&B with a cumulative net rebate amount of \$(597,514.14) and the Arbitrage Rebate Report for Series 2005 with a cumulative net rebate amount of \$(269,494.94).

On Motion by Mr. Reed, seconded by Mr. Fulghum, with all in favor, the Board accepted the Arbitrage Rebate Report for Series 2004 A&B with a cumulative net rebate amount of \$(597,514.14) and Arbitrage Rebate Report for Series 2005 with a cumulative net rebate amount of \$(269,494.94) for Heritage Isle at Viera Community Development District.

TWELFTH ORDER OF BUSINESS

Discussion of Golf Cart Pathway Map

The Board of Supervisors tabled this item until further notice.

THIRTEENTH ORDER OF BUSINESS

Consideration of Amended Disclosure of Public Finance

The Board of Supervisors reviewed the section entitled Reuse Distribution System on Page 5.

The Board of Supervisors requested adding “when in use” language so it’s clear this is not the main irrigation system that is used daily.

The Board of Supervisors approved the Disclosure of Public Finance as amended.

On Motion by Mr. Reed, seconded by Mr. Teurfs, with all in favor, the Board approved the Disclosure of Public Finance, as amended, for Heritage Isle at Viera Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Audience Comments and
Supervisor Requests**

There was a request for a sidewalk vendor list.

There was a question on if sidewalk gates can be added to the entrance and exit off of Legacy Boulevard.

There were no Supervisor Requests.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On Motion by Mr. Williams, seconded by Mr. Teurfs, with all in favor, the Board adjourned the meeting of the Board of Supervisors at 12:20 p.m. for Heritage Isle at Viera Community Development District.



Secretary/Assistant Secretary



Chairman/Vice Chairman

Exhibit “A”

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made and entered into as of this ___ day of _____, 2014, by and between **LENNAR HOMES, L.L.C.**, a Florida limited liability company ("**Grantor**"), whose mailing address is 700 NW 107th Avenue, Miami, Florida 33172, and **HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190 of the Florida Statutes ("**Grantee**"), whose address is c/o District Manager, 2806 N. Fifth Street, Suite 403, St. Augustine, Florida 32084.

BACKGROUND STATEMENT

Pursuant to that certain Non-Exclusive Temporary Construction Agreement dated March 13, 2013, among other rights, Grantor has modified and/or constructed certain stormwater and/or landscaping improvements (together, "Improvements") within the properties below:

Tracts D, E, and F of that plat known as "Heritage Isle P.U.D. – Phase 2" recorded in Plat Book 51, Page 81 et seq. of the Official Records of Brevard County, Florida, together with

Tracts B, OS-20, OS-21 and OS-25A of that plat known as "Heritage Isle P.U.D. – Phase 6" recorded in Plat Book 56, Page 14 et seq. of the Official Records of Brevard County, Florida.

This instrument is intended to convey the interest of Grantor in and to all of such Improvements to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee. Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "Personal and Intangible Property"), to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:
 - (a) All of the Improvements described herein, together with all as-builts of the same; and
 - (b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, and lien waivers given heretofore and with respect to the construction or composition of all of the Improvements.
2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other

similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.

3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
 - (a) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;
 - (b) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
 - (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
4. Grantor hereby warrants the following:
 - (a) that Grantor is the lawful owner of the Personal and Intangible Property;
 - (b) that the Personal and Intangible Property is free of all liens and encumbrances; and
 - (c) that Grantor has no knowledge of any defects in the Personal and Intangible Property.
5. Nothing in this Assignment shall be construed as a waiver of Grantee's limitations on liability provided in Section 768.28, Florida Statutes.
6. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
7. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal the day and year first above written.

WITNESSES:

GRANTOR:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Acknowledged before me this ___ day of _____, 2014, by _____, as _____ of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He/She ___ is personally known to me or ___ has produced _____ as identification.

(Notarial Seal)

Notary Public

Name: _____

My Commission Expires: _____

My Commission No.: _____

[signatures continued on following page]

WITNESSES:

Print Name: _____

Print Name: _____

GRANTEE:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Acknowledged before me this ___ day of _____, 2014 by _____, as _____ of Heritage Isle at Viera Community Development District, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Brevard County, Florida, on behalf of the District. He/She ___ is personally known to me or ___ has produced _____ as identification.

(Notarial Seal)

Notary Public

Name: _____

My Commission Expires: _____

My Commission No.: _____

This instrument prepared by:

Jere Earlywine, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Property Appraisers Parcel I.D.: 26-36-08-50-0000.0-000D.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the _____ day of _____, 2014, by and between **LENNAR HOMES, L.L.C.**, a Florida limited liability company ("**Grantor**"), whose mailing address is 700 NW 107th Avenue, Miami, Florida 33172, and **HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190 of the Florida Statutes ("**Grantee**"), whose address is c/o District Manager, 2806 N. Fifth Street, Suite 403, St. Augustine, Florida 32084.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in Brevard County, Florida, further described on the attached **Exhibit "A"** and incorporated herein by reference (hereinafter referred to as the "**Property**");

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

Grantor further warrants that it has, and will in the future, fully comply with the provisions of Section 196.295, Florida Statutes (2013), in relation to this transfer of title.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lennar Homes, LLC, a Florida limited liability
company

(Signature)

By: _____
Its: _____

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He [] is personally known to me or [] has produced _____ as identification.

Notary Public

EXHIBIT A

Legal Description

Tract D of that plat known as “Heritage Isle P.U.D. – Phase 2” recorded in Plat Book 51, Page 81 et seq. of the Official Records of Brevard County, Florida, together with

Tract B of that plat known as “Heritage Isle P.U.D. – Phase 6” recorded in Plat Book 56, Page 14 et seq. of the Official Records of Brevard County, Florida.

CERTIFICATE OF DISTRICT ENGINEER

_____, 2014

Board of Supervisors
Heritage Isle at Viera Community Development District

Re: Heritage Isle at Viera Community Development District (Brevard County, Florida),
Acquisition of Stormwater Pond Improvements

Ladies and Gentlemen:

B.S.E. Consultants, Inc. ("District Engineer"), as District Engineer of the Heritage Isle at Viera Community Development District (the "District") hereby makes the following certifications to the District in connection with the acquisition of certain stormwater and landscaping improvements as more specifically described in that certain Bill of Sale and General Assignment and Special Warranty Deed dated on or about the same date first written above.

1. I have inspected the Improvements (as described in the Bill of Sale). I have further reviewed certain documentation relating to the Improvements, including but not limited to, agreements, plans, as-builts, and other documents.

2. In my opinion, the Improvements were installed in accordance with their specifications; and are capable of performing the functions for which they were intended.

3. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. With this document, I hereby certify that it is appropriate at this time to transfer the Property to the District for ownership, and operation and maintenance responsibilities.

IN WITNESS WHEREOF, the undersigned authorized representative of the District Engineer has executed this certificate on behalf of the District Engineer as of the date and year set forth above.

B.S.E. CONSULTANTS, INC.

By: _____

Name: _____

Title: _____

Exhibit “B”

LENNAR®

January 27, 2014

Rizzetta & Company, Inc.
C/O Melissa Dobbins, District Manager
2806 N. 5th St., Unit 403
St. Augustine, FL 32804

RE: Lennar land development in Heritage Isle

Mr. Chairman and Supervisors of the CDD Board,

Lennar Homes LLC. would like to properly inform the members of the Heritage Isle CDD Board of upcoming land development projects. The following will take place during 2014:

***HI Phase 6:** Final lift of asphalt will be installed starting the week of 2/3/2014. It is planned to be a 3-day paving operation. The striping will be finished about a month afterwards.*

***HI Phase 3 and Phase 1 Underdrains:** Installation of these are coming up soon, with a projected start date within a month. Underdrains will be installed on Egbert (Phase 3), and Grayson, McGrady, and Owen (Phase 1).*

***HI Monitoring Wells:** We are planning on installing monitoring wells in roadways throughout various parts of the community, placement has been determined by our engineering consultants. The purpose will be to monitor water tables in these areas.*

***HI Phase 8 Mass Grading:** We are projecting that fill operations will start within a month while we wait for Brevard County's final approval of the plans.*

***HI Phase 8 Subdivision Plans:** Engineering plans were submitted to County, and we are working our way through the County's review process. We are planning for development operations to start late spring / summer of 2014.*

All time frames are estimates, barring any complications, construction and weather delays. We are available to the Board to answer any questions or concerns regarding the aforementioned information. Please feel free to contact us directly.

Sincerely,

Carlos de la Ossa, LCAM
Community Manager – Central Florida
Lennar Homes LLC
Carlos.deLaOssa@lennar.com
(407) 462-7396 (c)

Bennett Ruedas
Project Manager
Lennar Homes LLC
Bennett.Ruedas@lennar.com