

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
District Office · Orlando, Florida · (407) 472-2471
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.heritageisleatvieracdd.org

The regular workshop meeting of the Board of Supervisors of **Heritage Isle at Viera Community Development District** will be held on **Tuesday, March 11, 2022, at 10:00 a.m.** at Heritage Isle Clubhouse, Craft Room, located at 6800 Legacy Blvd., Melbourne, FL 32940.

BOARD OF SUPERVISORS' WORKSHOP MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Discussion

1. Discussion of Third Amendment of Irrigation Memorandum of Irrigation
2. Discussion of Natural Gas Pipeline Installation throughout CDD

Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

cc: Wes Haber, Kutak Rock, LLP.

**THIRD AMENDMENT TO AGREEMENT
FOR IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES**

THIS THIRD AMENDMENT (“Third Amendment”) is made and entered into this ____ day of _____, 2022, by and among:

Heritage Isle at Viera Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 3434 Colwell Avenue, Suite 130, Tampa, Florida 33614 (“HICDD”), and

Heritage Isle District Association, Inc., a Florida not-for-profit corporation, whose address is _____ (“HIDA”); and

Heritage Isle Residential Villages Association, Inc., a Florida not-for-profit corporation, whose address is _____ (“HIRVA,” together with the HICDD and HIDA, the “Parties”).

RECITALS

WHEREAS, the HICDD and HIDA previously entered into that certain “Agreement between the Heritage Isle at Viera Community Development District and Heritage Isle District Association, Inc. for Irrigation Operation, Maintenance, and Repair Services,” dated October 1, 2009 (the “Original Agreement”) as amended by the following documents: 1) “Agreement Between the Heritage Isle at Viera Community Development District and Heritage Isle District Association, Inc. for Irrigation Operation, Maintenance, and Repair Services Agreement Addendum” dated February 4, 2010 (the “First Amendment”); 2) “Second Amendment to Agreement Between the Heritage Isle at Viera Community Development District and Heritage Isle District Association, Inc. for Irrigation Operation, Maintenance, and Repair Services” dated May 22, 2012 (the “Second Amendment”); and 3) “Irrigation Operation, Maintenance, and Repair Services Agreement” dated September 27, 2018 (the “HIRVA Amendment”) (collectively, “Agreement”); and

WHEREAS, pursuant to the Original Agreement, the HICDD retained HIDA for the purpose of operating, maintaining, and repairing the irrigation system for the Heritage Isle at Viera project (the “Irrigation System”); and

WHEREAS, the First Amendment and the Second Amendment were entered into for the primary purpose of amending the scope and rate of compensation under the Original Agreement; and

WHEREAS, the HIRVA Amendment was entered into for the purpose of acknowledging and memorializing the fact that HIRVA, in addition to HIDA, either on their own or through independent contractors, were the parties responsible for performing the operation, maintenance,

and repair of the portion of the Irrigation System located on homeowner lots and making HIRVA a party to the Agreement; and

WHEREAS, notwithstanding anything to the contrary in the Agreement, the Parties desire to enter into this Third Amendment for the purpose, in part, of identifying the specific portions of the Irrigation System that each party will be responsible to operate, maintain, and repair; and

WHEREAS, specifically, the Parties agree that the descriptions set forth on **Exhibit A**, which is incorporated herein by reference, accurately describe the extent of each Party's operation, maintenance, and repair obligation for the Irrigation System; and

WHEREAS, pursuant to the Agreement, the HICDD was responsible to reimburse HIDA and/or HIRVA for the cost of certain Minor Repairs and Major Repairs either party performed in fulfilling their obligation to operate, maintain, and repair the Irrigation System (the "Reimbursement Obligation"); and

WHEREAS, notwithstanding any Reimbursement Obligation set forth in the Agreement, the Parties acknowledge and agree that the HICDD shall not be responsible to reimburse HIDA and/or HIRVA for any Minor Repairs or Major Repairs either party makes in connection with undertaking the operation, maintenance, and repair obligations set forth on **Exhibit A** and that, as of the date of this Third Amendment, neither HIDA nor HIRVA are entitled to reimbursement for any repairs either have previously made to the Irrigation System; and

WHEREAS, in addition to the Reimbursement Obligation, the Agreement also contemplates certain payments from the HICDD to HIDA for the operation, maintenance, and repair services to be provided under the Agreement (the "Maintenance Payments"); and

WHEREAS, the Parties desire to acknowledge and agree that all Maintenance Payments have been paid in full or otherwise waived by the party entitled to any Maintenance Payments and that the HICDD shall have no further obligation to make any Maintenance Payment to either HIDA and/or HIRVA; and

WHEREAS, in light of all the foregoing, the Parties desire to amend the Agreement for the purpose of acknowledging and agreeing that: 1) the Parties shall be responsible for the operation, maintenance, and repair obligations described on **Exhibit A**; 2) the HICDD shall have no Reimbursement Obligation to reimburse HIDA and/or HIRVA for the costs of any Minor Repair or Major Repairs either party makes in connection with undertaking the operation, maintenance, and repair obligations set forth on **Exhibit A** and that, as of the date of this Third Amendment, neither HIDA nor HIRVA are entitled to reimbursement for any repairs either have previously made to the Irrigation System; and 3) HIDA and HIRVA have been paid in full or waived any rights to any Maintenance Payments from the HICDD and HICDD shall have no further obligation to make any Maintenance Payment to either HIDA and/or HIRVA.

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Third Amendment.

2. **AMENDMENT.** The Parties herby acknowledge and agree that, notwithstanding anything contrary in the Agreement, the Agreement is hereby amended as follows:

- a. the Parties shall be responsible for the operation, maintenance, and repair obligations described on **Exhibit A**;
- b. the HICDD shall have no Reimbursement Obligation to reimburse HIDA and/or HIRVA for the costs of any Minor Repair or Major Repairs either party makes in connection with undertaking the operation, maintenance, and repair obligations set forth on **Exhibit A** and that, as of the date of this Third Amendment, neither HIDA nor HIRVA are entitled to reimbursement for any repairs either have previously made to the Irrigation System; and
- c. HIDA and HIRVA have been paid in full or waived any rights to any Maintenance Payments from the HICDD and HICDD shall have no further obligation to make any Maintenance Payment to either HIDA and/or HIRVA; and

3. **CONFLICTS.** Except as expressly set forth in this Third Amendment, the Agreement shall be unchanged by this Third Amendment, and shall remain in full force and effect and apply to this Third Amendment.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

**HERITAGE ISLE DISTRICT ASSOCIATION,
INC., a Florida not for profit corporation**

By: _____
Printed Name: _____
Title: _____

**HERITAGE ISLE RESIDENTIAL VILLAGES
ASSOCIATION, INC., a Florida not for profit corporation**

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

District Maintenance and Repair Obligations:

The District, either on its own or through independent contractors, shall be responsible for the operation, maintenance, and repair of the following:

Any valve and its components, including decoders, solenoids, fittings, etc., that are dedicated to irrigating CDD-owned property.

Any controller and its components (excluding the dedicated controller for the Terraces neighborhood and the Clubhouse property).

Any 2-wire paths that are dedicated to a valves servicing CDD-owned property.

Any major mainline (12"), secondary mainline (4"), or minor mainline (3" or 2") that is located on CDD-owned property.

HIRVA and/or HIDA Maintenance and Repair Obligations:

HIRVA and/or HIDA, either on their own or through independent contractors, shall be responsible for the operation, maintenance, and repair of the following:

Any valve and its components, including decoders, solenoids, fittings, etc., that are dedicated to irrigating a homeowner lot, the street tree boxes, and the property between the residential sidewalks and street curbs throughout all phases plus E&F.

Any secondary mainline (4") or minor mainline (3" or 2") that is on a homeowner's lot and the property between the residential sidewalks and street curbs throughout all phases plus E&F.

Any 2-wire path that is dedicated to valves that are dedicated to irrigating a homeowner lot, the street tree boxes, and the property between the residential sidewalks and street curbs throughout all phases plus E&F.

HIDA Maintenance and Repair Obligations Related to the Clubhouse:

HIDA, either on its own or through independent contractors, shall be responsible for the operation, maintenance, and repair of the following

Any valve and its components, including decoders, solenoids, fittings, etc., that are dedicated to irrigating clubhouse property.

Any Secondary mainline (4") or minor mainline (3" or 2") that is on clubhouse property.

Any 2-wire path that is dedicated to valves that are dedicated to irrigating clubhouse property.

Any controller and its components that are dedicated to irrigating clubhouse property.