

***Villa Vizcaya  
Community Development District***

***May 9, 2018***

# Villa Vizcaya

## Community Development District

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5358 N. Nob Hill Rd. ~ Sunrise FL 33351  
Phone: 954-721-8681 - Fax: 954-721-9202

May 3, 2018

Board of Supervisors  
Villa Vizcaya  
Community Development District

Dear Board Members

A *special* meeting of the Villa Vizcaya Community Development District will be held on **May 9, 2018 at 12:00 p.m.** at 2160 N.W. Reserve Park Trace Port St. Lucie, Florida. Following is the **REVISED** advance agenda:

1. Roll Call
2. Approval of the Minutes of the March 20, 2018 Meeting
3. **Acceptance of Resignation Letter from Billing, Cochran, Lyles, Mauro & Ramsay, P.A.**
4. **Consideration of Resolution #2018-02 Appointing New District Counsel**
  - A. **Exhibit A - Engagement Letter**
5. **Approval of Funding Agreement**
6. **Consideration of Resolution #2018-03 Authorizing Dissolution of District**
7. **Consideration of Resolution #2018-04 Terminating Interlocal Agreement for Turn-Lane Construction**
8. **Consideration of Resolution #2018-05 Terminating Interlocal Agreement for Stormwater**
  - A. **Exhibit A - Interlocal Agreement**
9. **Consideration of Resolution #2018-06 Authorizing Conveyance of District Property and Delivery of Deeds and Related Documents**
10. **Consideration of Resolution #2018-07 Terminating the Abeyance Agreement**
11. **Consideration of Resolution #2018-08 Assigning Environmental Resource Permit**
12. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager – Number of Registered Voters in the District – 0
13. Supervisors Requests and Audience Comments
14. Financial Reports
  - A. Approval of Check Run Summary
  - B. Combined Balance Sheet
15. Adjournment

*Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.villavizcayacdd.com>*

**MINUTES OF MEETING  
VILLA VIZCAYA  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Villa Vizcaya Community Development District was held on March 20, 2018 at 10:00 a.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida.

Present and constituting a quorum were:

Thomas Kenny III	Chairman
Tina Perkins	Vice Chairman
George Morgan	Assistant Secretary
Thomas Kenny IV	Assistant Secretary (by phone)
Pete Williams	Assistant Secretary (by phone)

Also present were:

Lisa Derryberry	District Manager
Gerry Knight	District Counsel (by phone)
Tucker Mackie	Trustee Counsel (by phone)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Derryberry called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the  
June 20, 2017 Meeting**

Ms. Derryberry: Moving on to Item #2, we have Approval of the Minutes of the June 20, 2017 Meeting.

On MOTION by Mr. Thomas Kenny III seconded by Mr. Morgan with all in favor the Minutes of the June 20, 2017 Meeting were approved.
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**THIRD ORDER OF BUSINESS**

**Consideration of Resolution  
#2018-01 Approving the Proposed  
Fiscal Year 2019 Budget and  
Setting the Public Hearing**

Ms. Derryberry: The next item is Consideration of Resolution #2018-01 Approving the Proposed Fiscal Year 2019 Budget and Setting the Public Hearing.

Mr. Thomas Kenny III: Tucker, have you looked at this, and is it acceptable with the landowner?

Ms. Mackie: Understanding we are on a funding agreement basis, the trustee has no comments to the budget.

Mr. Thomas Kenny III: Then I would move to approve Resolution #2018-01.

Ms. Derryberry: Before we get to that point, the budget needs to be proposed before June 15<sup>th</sup> of each year, and we need to set a date to adopt the budget, not sooner than sixty days from today's date. So in order to complete the blanks in the resolution, we need to pick a date no sooner than sixty days from today. One of your advertised meetings is June 19<sup>th</sup>. That is right at the sixtieth day. The next advertised meeting is on July 17<sup>th</sup> and then the next one would be August 21<sup>st</sup>. Those would all meet the requirements to have the budget adopted before September 15<sup>th</sup>.

Mr. Williams: Probably in an overabundance of caution, it would be best rather than trying to squeeze it in for June to do it in July if that meets the will of the Board.

Mr. Thomas Kenny III: I agree.

Mr. Morgan: I agree.

Ms. Perkins: Sounds good to me.

Ms. Derryberry: Okay. So we will complete the resolution with a date of July 17, 2018 at 10:00 a.m. at this location.

Mr. Thomas Kenny III: Will you send us an e-mail following up on that?

Ms. Derryberry: Yes, sir. We will. So do we have a motion approving Resolution #2018-01 as we just discussed?

On MOTION by Mr. Thomas Kenny III seconded by Mr. Morgan with all in favor Resolution #2018-01 Approving the Proposed Fiscal Year 2019 Budget and Setting the Public Hearing was approved; and the public hearing was scheduled to be held on July 17, 2018 at 10:00 a.m. at 2160 N.W. Reserve Park Trace, Port St. Lucie, Florida.

**FOURTH ORDER OF BUSINESS**

**Acceptance of Audit for Fiscal Year  
Ending September 30, 2016**

Ms. Derryberry: Moving on to Item #4, there is the audit for fiscal year ending September 30, 2016. This reflects the same comments and findings from the auditor as shown in prior audits. At this time we would just need a motion accepting this audit from the Board.

On MOTION by Ms. Perkins seconded by Mr. Thomas Kenny III with all in favor the audit for fiscal year ending September 30, 2016 was accepted.

**FIFTH ORDER OF BUSINESS**

**Ratification of Engagement Letter  
with Grau & Associates to perform  
the Audit for Fiscal Year Ending  
September 30, 2017**

Ms. Derryberry: Behind Section V is the engagement letter with Grau & Associations to perform your audit for fiscal year ending September 30, 2017.

On MOTION by Mr. Thomas Kenny III seconded by Mr. Morgan with all in favor the engagement letter with Grau & Associates to perform the audit for fiscal year ending September 30, 2017 was ratified.

**SIXTH ORDER OF BUSINESS**

**Discussion of Procedures for the  
Landowners Election–November 20,  
2018**

Ms. Derryberry: Moving on to Item #6 in your agenda package, Discussion of Procedures for the Landowners Election on November 20, 2018. We are bringing this to your attention now because we have to let the Board know at least ninety days prior to the landowners election and this Board may not meet ninety days prior to November 20<sup>th</sup> so we are doing this now in the abundance of caution. This year the seats that are up for election and have terms that expire are Seat #2, Mr. Thomas Kenny III, Seat #1, Mr. Thomas Kenny IV, and Pete Williams in Seat #4. So in your packets, you see the sample agenda for the meeting, the sample landowner proxy, the sample official ballot, and the

proposed notice as to the location, time, and date of the landowners meeting. There is nothing to be done at this time. We are just bringing this to your attention. Each owner of one acre of land gets one vote. I believe in the past it has been done by proxy. If you have any questions, I will take them at this time.

Mr. Thomas Kenny III: You have somebody up here who can attend, right?

Ms. Derryberry: I believe last year it was Tina.

Mr. Thomas Kenny III: Okay. Great.

**SEVENTH ORDER OF BUSINESS      Staff Reports**

**A. Attorney**

There not being any report, the next item followed.

**B. Engineer**

There not being any report, the next item followed.

**C. Manager**

Ms. Derryberry: Under Manager, we did advertise the next meeting for April 17<sup>th</sup>, but if there is no need for the Board to meet, we will send a notice to everyone regarding the status of that meeting as we get closer to that date. Most likely it will be cancelled. I have nothing else.

**EIGHTH ORDER OF BUSINESS      Supervisors Requests and Audience Comments**

Ms. Derryberry: There is no audience present. Do the Supervisors have any requests at this time?

Mr. Williams: Lisa, I am just curious with the September 30, 2016 audit just now coming before the Board and getting completed most recently, is there any feeling as to how soon Grau will be able to complete the 2017 audit? Is it likely that they will miss the June 30<sup>th</sup> deadline, or do you think they will hit it?

Ms. Derryberry: I have not heard anything to the contrary, Pete. They should be able to hit that June 30<sup>th</sup> date.

Mr. Williams: Okay, good. I was just asking. I know sometimes it doesn't happen, but it would be beneficial if we could start hitting those dates.

Ms. Derryberry: Certainly, and I will confirm that with the accountant when I return to the office. Any other requests from the Supervisors?

**NINTH ORDER OF BUSINESS                      Financial Reports**

**A. Approval of Check Run Summary**

Ms. Derryberry: Next we'll move on to Financial Reports. Behind tab 9A you will find the check run summary. If there are any questions, I will take them at this time.

Mr. Morgan: I did not see any invoices for the folks who cut the grass. I know it is being done, but I have not seen any invoices.

Ms. Derryberry: I know there is an arrangement in place to have the area maintained to avoid code enforcement and other inquiries, but I will look into that.

Ms. Mackie: Those are being directly funded by the SPE.

Mr. Thomas Kenny III: Is there anything new on the status of the project or is it just going to continue to sit there? Is anybody going to finally pick it up?

Ms. Mackie: We are actually under contract right now. The current buyer is in their due diligence period, but with our marketing efforts, there has been some renewed interest even just from the active contract. So we are hopeful that we can move the property in the near future.

Mr. Thomas Kenny III: Can you send us some information on the project? There is some marketing information on the project?

Ms. Mackie: I would be happy to do so. I will provide that to Lisa so she can provide it to the Board.

Mr. Thomas Kenny III: Great. Thank you.

Ms. Derryberry: If there are no additional questions or comments, is there a motion to approve the check run summary?

On MOTION by Mr. Morgan seconded by Ms. Perkins with all in favor the check run summary was approved.

**B. Approval of Funding Requests #84, #85, #86, #87, #88 & #89**

Ms. Derryberry: Behind tab 9B we have Approval of Funding Requests #84, #85, #86, #87, #88 & #89. I will take any questions at this time.

On MOTION by Mr. Thomas Kenny III seconded by Ms. Perkins with all in favor Funding Requests #84, #85, #86, #87, #88 & #89 were approved.

**C. Combined Balance Sheet**

Ms. Derryberry: Then behind 9C you will find the combined balance sheet. I'll take any questions or concerns about those, otherwise approving that would be in order.

On MOTION by Mr. Thomas Kenny III seconded by Mr. Morgan with all in favor the combined balance sheet was approved.

**TENTH ORDER OF BUSINESS                      Adjournment**

Ms. Derryberry: Then if there is no further business of the Board, a motion to adjourn would be in order.

On MOTION by Mr. Thomas Kenny IV seconded by Ms. Perkins with all in favor the meeting was adjourned.

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

\_\_\_\_\_  
Chairman / Vice Chairman



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

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PLEASE REPLY TO: FORT LAUDERDALE,

CAMILLE E. BLANTON  
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OF COUNSEL  
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SUSAN F. DELEGAL

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

**40** YEARS  
SERVING OUR CLIENTS  
AND THE COMMUNITY

May 2, 2018

VIA U.S. MAIL and  
E-MAIL (rhans@gmssf.com)

Mr. Rich Hans  
Governmental Management Services - South Florida  
5385 N. Nob Hill Road  
Sunrise, Florida 33351

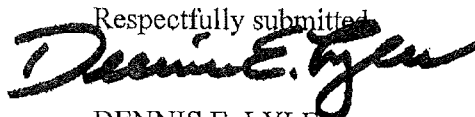
Re: Villa Vizcaya Community Development District - District Counsel Services

Dear Rich:

This letter will constitute this law firm's resignation as District Counsel of the Villa Vizcaya Community Development District. This resignation will take effect as soon as the District is able to select and appoint new District Counsel.

We will, of course, take all reasonable and appropriate steps to ensure a smooth and orderly transition on behalf of the District to the law firm it appoints as replacement District Counsel.

It has been a privilege to serve as Counsel to the District and we thank the District and the Board of Supervisors for that opportunity.

Respectfully submitted,  
  
DENNIS E. LYLES  
For the Firm

DEL/rm

**RESOLUTION 2018-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT APPOINTING STRALEY ROBIN VERICKER AS DISTRICT COUNSEL; APPROVING THE FORM OF AN ENGAGEMENT LETTER AND AUTHORIZING THE EXECUTION THEREOF; WAIVING CONFLICTS OF INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Villa Vizcaya Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Port St. Lucie, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “Board”), has received a letter of resignation from District Counsel, the law firm of Billing Cochran Lyles; and

**WHEREAS**, the Board desires to appoint Tracy J. Robin, Esq. and the law firm of Straley Robin Vericker, as District Counsel for the Villa Vizcaya Community Development District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** The foregoing recitals are true and accurate, and are incorporated into this resolution.

**Section 2.** The Board hereby appoints Tracy J. Robin, Esq. and the law firm of Straley Robin Vericker, as District Counsel of the District, for the purposes expressed and on the terms set forth in the engagement letter attached hereto as **Exhibit “A”**; acknowledges the conflict of interest referenced therein and consents to the waiver thereof; and directs the Chair or Vice Chair of the District to execute the engagement letter for and on behalf of the District.

**Section 3.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**ATTEST:**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**EXHIBIT "A"**  
**(District Counsel Engagement Letter)**

# STRALEY ROBIN VERICKER

Attorneys At Law

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Tampa, Florida 33606  
Tel: (813) 223-9400  
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May 9, 2018

*Via Email and U.S. Mail*

Villa Vizcaya Community Development District  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Attn: Craig Wrathell

**Re: Engagement as District Counsel for the Villa Vizcaya Community  
Development District**

Dear Craig:

We appreciate the opportunity to serve as general counsel to the Villa Vizcaya Community Development District (the "District"), and intend for this letter to confirm our engagement. We understand this engagement is for general representation and for the purpose of dissolving the District.

In terms of legal fees for day to day matters, professional services will be provided to the District on an hourly-rate basis, at the rates established from time to time by our firm. Hourly rates for the attorneys and paralegals with the firm range from \$100/hour to \$355/hour, and they may assist with the representation of the District as needed. The District will be responsible for direct expenses incurred during the representation, such as filing fees, telecopy services, photocopying, and courier services.

We will provide the District with statements for professional fees and costs, if any, on a monthly basis. Payment will be due when the statement is rendered. We encourage you to carefully review the statements each month and call us if you have any questions.

As you may know, Straley Robin Vericker P.A. (the "Firm") was retained by Skymark Builders I, LLC ("Skymark"), and subsequently, by Villa Vizcaya Builders, LLC ("VVB"), the successor developer of the former Villa Vizcaya, LLC, property (the "Property") located in the District, companies affiliated by common ownership, for purposes of conducting due diligence and providing related advice concerning acquisition of the Property, and for overseeing the dissolution of the District. At your request, we have agreed to represent the District in general matters and for purposes of dissolution of the District, provided all clients, the District, Skymark, and VVB, waive any potential conflicts of interest in connection with this representation. The dual waiver is required by the Florida Bar's Rules of Professional Responsibility (the "Rules"). In accordance with the Rules, we have fully disclosed the

Villa Vizcaya Community Development District  
May 9, 2018  
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conflict; conclude that the exercise of our independent professional judgment in representing the District will not materially limit or affect our responsibilities to Skymark and/or VVB; believe our representation will not be adversely affected by the conflict; and that our representation does not violate any other ethical requirements.


It is our understanding that Skymark, VVB, and the District are willing to waive the conflict of interest and consent to the Firm's representation of the District for the purposes stated herein, provided that in the event of any dispute between the parties, the Firm will be precluded from representing any party hereto in the dispute or any litigation against each other. Notwithstanding that preclusion, we shall be permitted to continue representation of both Skymark, VVB, and the District on other matters, except as provided above in the event of a dispute.

The waivers and agreements in this letter continue in effect upon, and notwithstanding, the termination of our representation of either client. We request that each of you confirm to us the waiver and consent described above by signing and delivering to us a counterpart of this letter.

By signing the attached acknowledgment, you also agree that you consulted with independent counsel concerning the meaning of this letter or have voluntarily elected not to do so. Please indicate your agreement and consent by signing at the places provided for your signatures below.

I am looking forward to working with you. If you have any questions concerning any aspect of this letter, please be sure to let me know.

Very truly yours,



Tracy J. Robin

TJR/lab

Villa Vizcaya Community Development District  
May 9, 2018  
Page 3

**Acknowledgment to Straley Robin Vericker Engagement Letter  
for Villa Vizcaya Community Development District**

ACKNOWLEDGED AND AGREED TO THIS 9<sup>th</sup> DAY OF May, 2018:

**Villa Vizcaya Community  
Development District**

**Skymark Builders I, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Chair/Vice Chair  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Markofsky  
Title: Authorized Member

**Villa Vizcaya, Builders, LLC**, a Florida  
limited liability company  
By: Villa Vizcaya Investors, LLC, a Florida  
limited liability company, Manager

By: \_\_\_\_\_  
Stanley Markofsky, Manager

**VILLA VIZCAYA COMMUNITY DEVELOPMENT  
FUNDING AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_ day of May, 2018, by and between the **Villa Vizcaya Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated entirely within City of Port St. Lucie, Florida, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "**District**") and **Villa Vizcaya Builders, LLC**, a Florida limited liability company, whose address is 1400 East Oakland Park Boulevard, Suite 103, Fort Lauderdale, Florida 33334 (collectively, the "**Developer**").

**Recitals**

**WHEREAS**, the District was established by City of Port St. Lucie, Florida, Ordinance No. 06-26 for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, Developer presently owns all of the real property located within the District and has requested the Board of Supervisors to dissolve the District; and

**WHEREAS**, the Board of Supervisors has determined that it is in the best interests of the District and the Developer to petition the City of Port St. Lucie, Florida (the "**City**") to dissolve the District; and

**WHEREAS**, the District requires a funding mechanism for general administrative and operational expenses, and to fund the costs incurred in connection with the submission of a dissolution petition to the City; and

**WHEREAS**, the Developer desires to provide funding to the District for such purposes.

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

1. Through direct payment or by funding the District, at its option, the Developer shall provide funding any and all costs necessary or required in connection with the dissolution of the District, and all operational costs incurred by the District until the dissolution is finalized. Such costs include, but are not limited to, general administrative and operational expenses, petition preparation costs, petition filing fees and costs, petition hearings, legal fees and costs, district management fees and costs, engineering fees and costs, recording fees and costs, and any legal advertising fees and costs. The obligations of the Developer under this Agreement shall survive the dissolution of the District.

2. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. 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 instrument.

4. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

5. A default by either party under this 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 including 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.

6. 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 from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. This Agreement is solely for the benefit of the formal parties herein as well as for the benefit of the District Counsel, District Manager, and the District Engineer, who are the intended third party beneficiaries. 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.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in St. Lucie County, Florida.

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

[This section is intentionally left blank.]



10. The Agreement shall be effective after execution by both parties hereto.

**IN WITNESS WHEREOF**, the parties execute this Agreement as of the day and year first written above.

**DISTRICT**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice Chair  
Print Name: \_\_\_\_\_

**DEVELOPER**

**VILLA VIZCAYA BUILDERS, LLC**, a Florida  
limited liability company  
By: Villa Vizcaya Investors, LLC, a Florida limited  
liability company, Manager

By: \_\_\_\_\_  
Stanley Markofsky, Manager

**RESOLUTION NO. 2018-03**

**A RESOLUTION AUTHORIZING THE DISSOLUTION OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT"), PURSUANT TO SECTION 190.046(9), FLORIDA STATUTES; AUTHORIZING AND DIRECTING CERTAIN DISTRICT OFFICERS AND AGENTS TO FILE THE PETITION TO DISSOLVE THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT WITH CITY OF PORT ST. LUCIE, FLORIDA.**

**WHEREAS**, the Villa Vizcaya Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

**WHEREAS**, the City Council of the City of Port St. Lucie, Florida (the "**City**"), established the District pursuant to Ordinance No. 06-26, for the purpose of constructing and operating certain public infrastructure improvements authorized by the Act; and

**WHEREAS**, the District issued its \$4,185,000 Special Assessment Bonds, Series 2007A, its \$3,565,000 Special Assessment Bonds, Series 2007B, and its \$1,520,000 Special Assessment Bonds, Series 2007B-2 (collectively, the "**2007 Bonds**"), and constructed certain capital improvements with the proceeds of the 2007 Bonds; and

**WHEREAS**, the obligations evidenced by the Series 2007 Bonds are fully satisfied by virtue of redemption and cancellation of the Series 2007 Bonds on or about the date of this Resolution, pursuant to the terms and conditions of a Contract for Sale and Purchase, dated December 8, 2017, and closing on Villa Vizcaya, LLC's sale of all of the privately owned property in the District to Villa Vizcaya Builders, LLC ("**VVB**"); and

**WHEREAS**, market conditions have changed since the District was originally planned for development, and VVB desires to dissolve the District; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") has determined it is in the best interests of VVB and the District to dissolve the District; and

**WHEREAS**, upon satisfaction of the indebtedness evidenced by the 2007 Bonds, the District has no remaining debt obligations, and the District's operations and maintenance expenses are current, such that the District has no remaining or outstanding financial obligations; and

**WHEREAS**, the District's sole remaining obligations consist of (i) an Interlocal Agreement with the City to maintain the stormwater management system for and within the boundaries of the District, which the District desires to terminate, and (ii) an Interlocal

Agreement with St. Lucie County, the requirements of which are fully completed and satisfied; and

WHEREAS, the District and VVB desire to jointly submit a petition to the City for dissolution of the District (the "Petition"), pursuant to section 190.046(9), Florida Statutes; and

WHEREAS, VVB has agreed to fund all costs relating to the dissolution of the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT:**

1. The Chairman or Vice-Chairman is hereby authorized and directed to execute and submit a Petition for dissolution of the District to the City.

2. The District Manager, Chairman, Vice-Chairman or any other member of the Board, and District Counsel are hereby authorized and directed to take all necessary action in furtherance of the foregoing, and to offer testimony in any proceeding relating to the Petition and obtaining approval thereof by the City.

3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF MAY, 2018.**

**ATTEST:**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair, Board of Supervisors  
Print Name: \_\_\_\_\_

**Petition to Dissolve the  
Villa Vizcaya Community Development District**

Petitioners, Villa Vizcaya Community Development District (the “**District**”), a local unit of special purpose government established by the City of Port St. Lucie, Florida, by Ordinance No. 06-26, pursuant to Chapter 190, Florida Statutes, and Villa Vizcaya Builders, LLC (“**Developer**”), a Florida limited liability company, as the sole landowner of property (the “**Property**”) located within the boundaries of the District, hereby file this Petition requesting that the City Council of the City of Port St. Lucie, Florida, adopt an ordinance dissolving the District pursuant to section 190.046(9), Florida Statutes. The Developer hereby joins in and consents to the dissolution of the District; acknowledges that upon dissolution, the District will not be providing services to or for the benefit of the Property; agrees to further execute any documentation necessary or convenient to affirm this consent and joinder during the application process; and further represents and warrants that the Developer owns the Property and that the undersigned is duly authorized to execute this Petition on behalf of the Developer. The District’s Resolution No. 2018-\_\_\_\_, adopted by the District’s governing Board of Supervisors on May 9, 2018, authorizing the filing of this Petition, is attached hereto as **Exhibit “A”**. A copy of the Developer’s deed of record is attached hereto as **Exhibit “B”**.

Respectively submitted this \_\_\_\_\_ day of May, 2018.

**ATTEST:**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**VILLA VIZCAYA BUILDERS, LLC**, a  
Florida limited liability company  
By: Villa Vizcaya Investors, LLC, a Florida  
limited liability company, Manager

By: \_\_\_\_\_  
Stanley Markofsky, Manager

Consideration; \$10.00  
Documentary Stamp Tax: \$0.70

**Prepared by and  
when recorded return to:**

Tracy J. Robin  
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, Florida 33606

**Parcel ID Nos.: 3408-603-0002-000-6**  
**3408-603-0003-000-3**  
**3408-603-0004-000-0**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by **Villa Vizcaya Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, ("**Grantor**"), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, in favor of **Villa Vizcaya Builders, LLC**, a Florida limited liability company ("**Grantee**"), whose address is 1400 East Oakland Park Boulevard, Suite 103, Fort Lauderdale, Florida 33334.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in the City of Port S. Lucie, Saint Lucie County, Florida ("**Property**"):

See **Exhibit A** attached hereto and incorporated herein by this reference.

**TOGETHER**, with all the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

**TOGETHER WITH** all improvements and structures thereon;

**TO HAVE AND TO HOLD**, the same in fee simple forever.

Subject to and except for (a) governmental requirements and restrictions, and (b) easements, covenants, conditions, restrictions and other matters of record, Grantor warrants that Grantor is seized of the Property in fee simple; the Property is free from all monetary encumbrances made by Grantor; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

**NO CONSIDERATION WAS PAID FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.**

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, Sealed and Delivered in the Presence of:

**VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT,**  
a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
*(Witness 1 – Signature)*

\_\_\_\_\_  
*(Witness 1 – Printed Name)*

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*(Witness 2 – Signature)*

\_\_\_\_\_  
*(Witness 2 – Printed Name)*

STATE OF FLORIDA  
COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Villa Vizcaya Community Development District, for and on behalf of the District, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Florida Public Notary Signature

\_\_\_\_\_  
Notary Stamp

**RESOLUTION NO. 2018-04**

**A RESOLUTION OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT APPROVING TERMINATION OF THE INTERLOCAL AGREEMENT BETWEEN THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT AND ST. LUCIE COUNTY, FLORIDA (TURN-LANE CONSTRUCTION); APPROVING THE FORM OF THE TERMINATION AGREEMENT; AUTHORIZING AND DIRECTING CERTAIN OFFICERS AND AGENTS OF THE DISTRICT TO SUBMIT A REQUEST TO BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, TO TERMINATE THE INTERLOCAL AGREEMENT; AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE TERMINATION OF THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Villa Vizcaya Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

**WHEREAS**, the District entered into that certain Interlocal Agreement with the Board of County Commissioners of St. Lucie County, Florida (the "**County**"), dated May 6, 2008, recorded on May 14, 2008, in O.R. Book 2972, Pages 2712-2714, in the Public Records of St. Lucie County, Florida (the "**Interlocal Agreement**"), relating to construction of turn-lane improvements in the County's road right of way (the "**Improvements**"); and

**WHEREAS**, the Improvements were constructed and completed by the District, and the terms of the Interlocal Agreement were fully satisfied by the District; and

**WHEREAS**, the District desires to terminate the Interlocal Agreement by entering into a Termination of Interlocal Agreement between the District and St. Lucie County, Florida, in the form attached hereto as "**Exhibit A**";

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT:**

1. The form and content of the Termination of Interlocal Agreement are hereby approved in substantial form. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute the Termination of Interlocal Agreement for and on behalf of the District, and to make any changes thereto deemed beneficial to the District.

2. The District Manager, Chair, Vice-Chair or any other member of the Board, and District Counsel are authorized and directed to take any action necessary in furtherance of the

foregoing or to offer testimony for the purpose of obtaining the Termination of Interlocal Agreement from the Board of County Commissioners of St. Lucie County, Florida.

3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**ATTEST:**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_



**TERMINATION OF  
INTERLOCAL AGREEMENT  
BETWEEN  
VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT  
AND ST. LUCIE COUNTY, FLORIDA  
(TURN-LANE CONSTRUCTION)**

**THIS TERMINATION OF INTERLOCAL AGREEMENT** (the “**Termination Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government (hereinafter referred to as “**District**”) and ST. LUCIE COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as “**County**”).

**RECITAL**

The District and the County entered into that certain Interlocal Agreement Between Villa Vizcaya Community Development District and St. Lucie County (Turn-Lane Construction), dated May 6, 2008, recorded on May 14, 2008, in O.R. Book 2972, Pages 2712-2714, in the Public Records of St. Lucie County, Florida (the “**Interlocal Agreement**”), which relates to the turn-lane construction improvements in the County Right of Way. The Improvements were subsequently constructed by the District and delivered to the County, and all other requirements of the Interlocal Agreement have otherwise been satisfied.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree, in consideration of the above, and the promises and undertakings hereinafter set forth, as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference.
2. **Termination of the Interlocal Agreement.** The Interlocal Agreement is hereby terminated.
3. **Filing and Recording of the Termination of the Interlocal Agreement.** Upon approval and execution by all parties, the Termination Agreement shall be filed with the City Clerk and shall be recorded in the public records of St. Lucie County, Florida.

4. **Effective Date.** The Termination Agreement is effective as of the date of the filing with the Clerk of the Circuit Court of St. Lucie County, Florida.

**IN WITNESS WHEREOF**, the County and the District have executed this Termination as of the date and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

By: \_\_\_\_\_  
Assistant County Attorney

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Asst. Secretary: \_\_\_\_\_

By: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors  
Print Name: \_\_\_\_\_

**RESOLUTION NO. 2018-05**

**A RESOLUTION OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING TERMINATION OF THE INTERLOCAL AGREEMENT FOR MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM BETWEEN THE DISTRICT AND THE CITY OF PORT ST. LUCIE, FLORIDA; APPROVING THE FORM THEREOF; AUTHORIZING AND DIRECTING CERTAIN OFFICERS AND AGENTS OF THE DISTRICT TO SUBMIT A REQUEST TO THE CITY OF PORT ST. LUCIE, FLORIDA, TO TERMINATE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Villa Vizcaya Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended (the "**Act**"), Chapter 190, Florida Statutes; and

**WHEREAS**, the District and the City of Port St. Lucie (the "**City**") entered into that certain Interlocal Agreement to Provide Maintenance of the Stormwater Management System for Villa Vizcaya Community Development District, dated March 23, 2009, recorded on March 26, 2009, in O.R. Book 3073, Pages 39-44, in the Public Records of St. Lucie County, Florida (the "**Interlocal Agreement**"), whereby the District assumed the responsibilities of the City for maintaining the stormwater management system within the boundaries of the District; and

**WHEREAS**, the District has authorized the filing of a Petition to dissolve the District, and in connection therewith, desires to terminate the Interlocal Agreement; and

**WHEREAS**, the District desires to enter into a Termination of Interlocal Agreement between the District and the City, substantially in the form attached hereto as "**Exhibit A**", for the purpose of terminating the Interlocal Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT:**

1. The form the Termination of Interlocal Agreement attached hereto is hereby approved, and the Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute the Termination of Interlocal Agreement in substantial form, for and on behalf of the District.

2. The District Manager, Chair, Vice-Chair or any other member of the Board, and District Counsel are further authorized and directed to take any action necessary or required in furtherance of the foregoing, and to offer testimony in any proceeding required for obtaining the Termination of the Interlocal Agreement from the City.

3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**ATTEST:**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair, Board of Supervisors  
Print Name: \_\_\_\_\_

**TERMINATION OF  
INTERLOCAL AGREEMENT TO PROVIDE MAINTENANCE OF  
STORMWATER MANAGEMENT SYSTEM FOR  
VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT**

**THIS TERMINATION OF THE INTERLOCAL AGREEMENT** (the “**Termination Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government (hereinafter referred to as “**District**”) and THE CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida (hereinafter referred to as “**City**”).

**RECITAL**

The District and the City entered into that certain Interlocal Agreement to Provide Maintenance of Stormwater Management System for Villa Vizcaya Community Development District, dated March 23, 2009, recorded on March 26, 2009, in O.R. Book 3073, Pages 39-44, in the Public Records of St. Lucie County, Florida (the “**Interlocal Agreement**”), authorizing the District to maintain the stormwater management system within the boundaries of the District in exchange for a portion of the City’s stormwater fees collected therein. The District’s governing Board of Supervisors has subsequently authorized the filing of a Petition to Dissolve the District, and in connection therewith, the District desires to terminate the Interlocal Agreement with the City.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree, in consideration of the above, and the promises and undertakings hereinafter set forth, as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference.
2. **Termination of the Interlocal Agreement.** The Interlocal Agreement is hereby terminated.
3. **Filing and Recording of the Termination Agreement.** Upon approval and execution by all parties, the Termination Agreement shall be filed with the City Clerk and recorded in the public records of St. Lucie County, Florida.
4. **Effective Date.** The Termination Agreement is effective as of the date of the filing with the City Clerk of the City of Port St. Lucie, Florida.

**IN WITNESS WHEREOF**, the City and the District have executed this Termination as of the date and year first above written.

ATTEST:

**CITY OF PORT ST. LUCIE, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Gregory J. Oravec, Mayor

**APPROVED AS TO FORM AND  
CORRECTNESS:**

By: \_\_\_\_\_  
City Attorney

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Asst. Secretary: \_\_\_\_\_

By: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as Chair of the Board of Supervisors of the Villa Vizcaya Community Development District, on behalf of the District, \_\_\_\_ who is personally known to me or \_\_\_\_ who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Florida Notary Public Signature

\_\_\_\_\_  
Notary Stamp

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Gregory J. Oravec, as Mayor of the City of Port St. Lucie, Florida, on behalf of the City, \_\_\_\_ who is personally known to me or \_\_\_\_ who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Florida Notary Public Signature

\_\_\_\_\_  
Notary Stamp

**RESOLUTION 2018-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING A CONVEYANCE OF DISTRICT PROPERTY, AND THE DELIVERY OF DEEDS AND RELATED DOCUMENTS; AUTHORIZING CERTAIN OFFICERS AND AGENTS OF THE DISTRICT TO TAKE APPROPRIATE ACTION AND TO EXECUTE THE FOREGOING DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Port St. Lucie, Florida; and

**WHEREAS**, the District owns certain real property located within the District, consisting of three stormwater detention ponds (the "**Ponds**"); and

**WHEREAS**, Villa Vizcaya Builders, LLC ("**VVB**"), a Florida limited liability company, is the sole property owner of property in the District and desires to dissolve the District; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") has resolved, this date, to dissolve the District, and in connection therewith, has authorized the filing of a Petition to dissolve the District with the City of Port St. Lucie; and

**WHEREAS**, VVB has requested that the District convey the Ponds to VVB, in consideration of VVB's agreement to assume the District's obligations in connection therewith, pursuant to the District's South Florida Water Management District Environmental Resource Permit; and

**WHEREAS**, the District desires to convey the Ponds to VVB prior to dissolution of the District; and

**WHEREAS**, the District intends to transfer and convey the Ponds to VVB by Special Warranty Deed (the "**Deed**"), as legally described therein, in the form attached hereto as "**Exhibit A**";

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:**

**Section 1. RECITALS.** The foregoing recitals and exhibit are hereby incorporated into this Resolution by this reference.



**Section 2. APPROVAL OF CONVEYANCE.** Delivery of the Deed and all other documents necessary or desirable to effect the District's conveyance of the Ponds to VVB is hereby approved.

**Section 3. EXECUTION OF DOCUMENTS.** The Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver the Deed substantially in the form hereby approved, on behalf of and in the name of the District, subject only to final approval by the District's legal counsel and the District's engineer. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice Chair, and their execution of the Deed shall be conclusive evidence of such approval.

**Section 4. FURTHER AUTHORIZATION.** The Chair or the Vice Chair of the Board and the District's legal counsel are authorized and directed to take any such action and execute such other documents as may be necessary or required to carry out the intent of the foregoing.

**Section 5. INCONSISTENT RESOLUTIONS AND MOTIONS.** All prior resolutions of the Board which are inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**Section 6. EFFECTIVE DATE OF RESOLUTION.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**RESOLUTION NO. 2018-08**

**A RESOLUTION OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING ASSIGNMENT ("ASSIGNMENT") OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD") ENVIRONMENTAL RESOURCE PERMIT NO. 56-00466-S-11 ("PERMIT") TO VILLA VIZCAYA BUILDERS, LLC; APPROVING THE FORM OF THE ASSIGNMENT; AUTHORIZING AND DIRECTING THE DISTRICT CHAIRMAN OR DISTRICT VICE-CHAIRMAN TO EXECUTE THE ASSIGNMENT; AUTHORIZING THE DISTRICT CHAIRMAN OR DISTRICT VICE-CHAIRMAN, DISTRICT MANAGER, AND DISTRICT COUNSEL TO TAKE ANY ACTION TO EFFECTUATE THE TRANSFER OF THE PERMIT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Villa Vizcaya Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

**WHEREAS**, SFWMD has issued the Permit and filed a Notice of the Environmental Resource Permit No. 56-00466-S-11, dated September 6, 2006, recorded on October 18, 2006, in O.R. Book 2680, Pages 1663-1664, of the Public Records of St. Lucie County, Florida (the "**Permit**"), over the property located within the District's boundaries; and

**WHEREAS**, the sole landowner in the District, Villa Vizcaya Builders, LLC ("**VVB**"), desires to assume the Permit and all obligations associated therewith; and

**WHEREAS**, the District desires to transfer and assign the Permit to VVB as the new landowner of the property located within the District's boundaries, by Assignment in the form attached hereto as "**Exhibit A**",

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT:**

1. The form and the content of the Assignment is hereby approved. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute and deliver the Assignment on behalf of the District in substantially the form attached hereto.

2. The District Manager, Chair, Vice-Chair or any other member of the Board, and District Counsel are authorized and directed to take any action necessary or required to effectuate the transfer of the SFWMD Permit to VVB.

3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**ATTEST:**

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**ASSIGNMENT OF THE SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT ENVIRONMENTAL  
RESOURCE PERMIT NO. 56-00466-S-11**

THIS ASSIGNMENT OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (“**SFWMD**”) ENVIRONMENTAL RESOURCE PERMIT NO. 56-00466-S-11 (the “**Assignment**” and the “**Permit**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT (the “**District**”), a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes, to VILLA VIZCAYA BUILDERS, LLC, a Florida limited liability company (“**VVB**”).

WHEREAS, of even date herewith, The District has conveyed to VVB that certain real property described in Exhibit “A” attached hereto, together with all improvements located thereon (the “**Property**”); and

NOW, THEREFORE, the District, for and in consideration of VVB’s assumption of the Permit obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees as follows:

1. The District has granted, bargained, sold, conveyed and assigned, and by these presents does hereby grant, bargain, sell, convey and assign to VVB all of the District’s right, title and interest in and to the following as the same may pertain to the Property (“**Conveyed Property Rights**”):

- a) the SFWMD Environmental Resource Permit No. 56-00466-S-11;
- b) all surveys, engineering and environmental reports and studies;
- c) all licenses, permits, governmental approvals, utility commitments, utility rights

(including rights to capacity or service), development rights or other similar rights; and

d) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

TO HAVE AND TO HOLD the Conveyed Property Rights unto VVB, and its successors and assigns forever.

2. This Assignment shall be binding on the District and shall inure to the benefit of VVB, its successors and assigns.

3. This Assignment is made without recourse and with no representations or warranties whatsoever, except that the District has not previously assigned, transferred, encumbered or hypothecated the Conveyed Property Rights.

4. The District will cooperate with VVB and its employees and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be required for the enforcement of the rights and interests assigned hereby including but not limited to completing Permit transfer documentation and confirming VVB's rights under this Agreement when required by a regulatory agency or government body.

5. VVB, for and on behalf of its successors and assigns, hereby assumes the Permit and agrees to perform all conditions and obligations related thereto.

*[Signatures on the following 2 pages]*

IN WITNESS WHEREOF the undersigned has duly executed this Assignment of Development Rights and Interests as of the \_\_\_ day of \_\_\_\_\_, 2018.

Witnesses:

**ASSIGNOR:**

\_\_\_\_\_  
Signature

**VILLA VIZCAYA COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special-purpose government

\_\_\_\_\_  
Print or type name here

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print or type name here

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged and subscribed before me by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Villa Vizcaya Community Development District, on behalf of the District, who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification, and who did not take an oath, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
(Typed, printed or stamped name of Notary Public)  
My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type name here

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type name here

**ASSIGNEE:**

**VILLA VIZCAYA BUILDERS, LLC**, a Florida limited liability company

By: Villa Vizcaya Investors, LLC, a Florida limited liability company, Manager

By: \_\_\_\_\_  
Stanley Markofsky, Manager

STATE OF FLORIDA

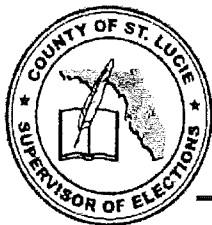
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_ day of May 2018, by Stanley Markofsky, as Manager of Villa Vizcaya Investors, LLC, a Florida limited liability company, the Manager of Villa Vizcaya Builders, LLC, a Florida limited liability company, for and on behalf of the company, who is \_\_\_ personally known to me or \_\_\_ who has produced \_\_\_\_\_ as identification and who did not take an oath.

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

\_\_\_\_\_  
(Typed, printed or stamped name of Notary Public)

My Commission Expires: \_\_\_\_\_



*Gertrude Walker*  
Supervisor of Elections  
St. Lucie County

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4132 Okeechobee Road • Fort Pierce, FL 34947-5412 • (772) 462-1500 • Fax (772) 462-1439

April 17, 2018

Jennifer McConnell  
5385 N. Nob Hill Road  
Sunrise, FL 33351

Dear Jennifer McConnell:

This letter is in response to your request for the number of registered voters in the Community Development Districts listed below as of April 15, 2018. Based on the information provided in your letter of request, our office staff has researched the mapping system and voter record files and found the following:

<u>NAME</u>	<u>VOTERS</u>
Celebration Pointe	0
Copper Creek	11
Creekside	21
Portofino Isles	1225
Portofino landings	144
Portofino Shores	746
Reserve	1070
Reserve 2	745
River Place on the St. Lucie	510
Verano #1	786
Verano #2	0
Verano #3	0
Verano #4	0
Verano #5	0
Verano Center	0
Villa Vizcaya	0
Waterstone	5

Please contact my office if you require any further information.

Sincerely,

Gertrude Walker  
St. Lucie County Supervisor of Elections



***Villa Vizcaya***  
***Community Development District***

***Check Register Summary***

*May 9, 2018*

<b><i>Check Date</i></b>	<b><i>Check #'s</i></b>	<b><i>Amount</i></b>
<i>3/12/2018</i>	<i>262-263</i>	<i>\$ 8,122.10</i>
<i>3/22/2018</i>	<i>264</i>	<i>\$ 303.60</i>
<i>4/13/2018</i>	<i>265</i>	<i>\$ 107.25</i>
<i>4/16/2018</i>	<i>266-267</i>	<i>\$ 1,225.00</i>
<b><i>Total</i></b>		<b><i>\$ 9,757.95</i></b>

\*\*\* CHECK DATES 11/10/2017 - 05/01/2018 \*\*\*

VILLA VIZCAYA CDD  
BANK A VILLA VIZCAYA CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/12/18	00006	6/30/17	143011	201706	310-51300-31500		JUN 17-LEGAL SERVICES	*	1,065.00		
		8/31/17	144228	201708	310-51300-31500		AUG 17-LEGAL SERVICES	*	350.00		
		9/30/17	144852	201709	310-51300-48000		SEP 17-LEGAL SERVICES	*	350.00		
		10/31/17	145006	201710	310-51300-31500		OCT 17-LEGAL SERVICES	*	350.00		
		11/30/17	145832	201711	310-51300-31500		NOV 17-LEGAL SERVICES	*	350.00		
		12/31/17	146682	201712	310-51300-31500		DEC 17-LEGAL SERVICES	*	350.00		
BILLING, COCHRAN, LYLES, MAURO										2,815.00	000262
3/12/18	00001	7/31/17	215	201707	310-51300-34000		JUL 17-MGMT FEES	*	833.33		
		7/31/17	215	201707	310-51300-49500		JUL 17-WEBSITE ADMIN	*	41.67		
		7/31/17	215	201707	310-51300-51000		JUL 17-OFFICE SUPPLIES	*	5.00		
		7/31/17	215	201707	310-51300-42000		JUL 17-POSTAGE	*	4.79		
		7/31/17	215	201707	310-51300-42500		JUL 17-COPIES	*	40.05		
		10/02/17	218	201710	310-51300-34000		OCT 17-MGMT FEES	*	833.33		
		10/02/17	218	201710	310-51300-49500		OCT 17-WEBSITE ADMIN	*	41.67		
		10/02/17	218	201710	310-51300-42000		OCT 17-POSTAGE	*	1.84		
		10/02/17	218	201710	310-51300-42500		OCT 17-COPIES	*	.60		
		11/01/17	26	201711	310-51300-34000		NOV 17-MGMT FEES	*	833.33		
		11/01/17	26	201711	310-51300-49500		NOV 17-WEBSITE ADMIN	*	41.67		
		11/01/17	26	201711	310-51300-42000		NOV 17-POSTAGE	*	.92		
		11/01/17	26	201711	310-51300-42500		NOV 17-COPIES	*	.30		
		12/01/17	219	201712	310-51300-34000		DEC 17-MGMT FEES	*	833.33		
		12/01/17	219	201712	310-51300-49500		DEC 17-WEBSITE ADMIN	*	41.67		
		12/01/17	219	201712	310-51300-42500		DEC 17-COPIES	*	.30		

VVIZ VILLA VIZCAYA MDELGADO

\*\*\* CHECK DATES 11/10/2017 - 05/01/2018 \*\*\*

VILLA VIZCAYA CDD  
BANK A VILLA VIZCAYA CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/02/18		220		201801	310	51300	34000			*	833.33		
			JAN 18-MGMT FEES										
1/02/18		220		201801	310	51300	49500			*	41.67		
			JAN 18-WEBSITE ADMIN										
2/01/18		221		201802	310	51300	34000			*	833.33		
			FEB 18-MGMT FEES										
2/01/18		221		201802	310	51300	49500			*	41.67		
			FEB 18-WEBSITE ADMIN										
2/01/18		221		201802	310	51300	51000			*	.40		
			FEB 18-OFFICE SUPPLIES										
2/01/18		221		201802	310	51300	42000			*	2.30		
			FEB 18-POSTAGE										
2/01/18		221		201802	310	51300	42500			*	.60		
			FEB 18-COPIES										
GOVERNMENTAL MANAGEMENT SERVICES											5,307.10	000263	
3/22/18	00004	6/28/18	1966057	201806	310	51300	48000			*	303.60		
			NOTICE OF PUBLIC HEARING										
SCRIPPS TREASURE COAST NEWSPAPERS											303.60	000264	
4/13/18	00004	4/12/18	1986440	201804	310	51300	48000			*	107.25		
			NOTICE OF SPECIAL MTG										
SCRIPPS TREASURE COAST NEWSPAPERS											107.25	000265	
4/16/18	00006	1/31/18	147321	201801	310	51300	31500			*	350.00		
			JAN 18-LEGAL SERVICES										
BILLING, COCHRAN, LYLES, MAURO											350.00	000266	
4/16/18	00001	3/01/18	222	201803	310	51300	34000			*	833.33		
			MAR 18-MGMT FEES										
		3/01/18	222	201803	310	51300	49500			*	41.67		
			MAR 18-WEBSITE ADMIN										
GOVERNMENTAL MANAGEMENT SERVICES											875.00	000267	
TOTAL FOR BANK A											9,757.95		
TOTAL FOR REGISTER											9,757.95		

VVIZ VILLA VIZCAYA MDELGADO

**Villa Vizcaya**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
 March 31, 2018

	<u>Governmental Fund Types</u>			<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>(Memorandum Only) 2018</u>
<b>Assets:</b>				
Cash	\$88,354	---	---	\$88,354
<b>Investments:</b>				
Reserve B	---	\$58,729	---	\$58,729
Reserve B2	---	\$40,620	---	\$40,620
Default Funding	---	\$148,818	---	\$148,818
Construction	---	---	\$755	\$755
<b>TOTAL ASSETS</b>	<u>\$88,354</u>	<u>\$248,168</u>	<u>\$755</u>	<u>\$337,276</u>
<b>Liabilities:</b>				
Accounts Payable	\$1,789	---	---	\$1,789
Bonds Payable (matured)	---	\$5,630,000	---	\$5,630,000
Interest Payable (matured)	---	\$3,631,217	---	\$3,631,217
<b>Fund Balances:</b>				
Restricted for Capital Projects	---	---	\$755	\$755
Assigned	\$86,565	---	---	\$86,565
Unassigned	---	(\$9,013,050)	---	(\$9,013,050)
<b>Total Liabilities &amp; Fund Balances</b>	<u>\$88,354</u>	<u>\$248,168</u>	<u>\$755</u>	<u>\$337,276</u>

**Villa Vizcaya**  
**COMMUNITY DEVELOPMENT DISTRICT**

**General Fund**

*Statement of Revenues, Expenditures, and Changes in Fund Balance*  
*For the Period Ending March 31, 2018*

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 3/31/2018</u>	<u>ACTUAL THRU 3/31/2018</u>	<u>VARIANCE</u>
<b><u>Revenues</u></b>				
SPE Funding	\$60,748	\$21,584	\$21,584	\$0
Stormwater Fees	\$41,925	\$10,156	\$10,156	\$0
<b>Total Revenues</b>	<b><u>\$102,673</u></b>	<b><u>\$31,739</u></b>	<b><u>\$31,739</u></b>	<b><u>\$0</u></b>
<b><u>Expenditures</u></b>				
<b><u>Administrative</u></b>				
Supervisors Fees	\$3,200	\$1,600	\$1,000	\$600
Fica Expense	\$245	\$123	\$77	\$46
Engineering	\$15,000	\$7,500	\$0	\$7,500
Arbitrage	\$1,250	\$625	\$0	\$625
Attorney	\$9,500	\$4,750	\$2,268	\$2,483
Annual Audit	\$6,100	\$0	\$0	\$0
Trustee Fees	\$6,000	\$3,000	\$0	\$3,000
Management Fees	\$10,000	\$5,000	\$5,000	\$0
Telephone	\$50	\$25	\$0	\$25
Postage	\$125	\$63	\$5	\$57
Insurance	\$6,003	\$5,750	\$5,750	\$0
Printing & Binding	\$750	\$375	\$2	\$373
Legal Advertising	\$1,250	\$625	\$0	\$625
Other Current Charges	\$500	\$250	\$223	\$27
Website Compliance	\$500	\$250	\$250	\$0
Office Supplies	\$100	\$50	\$0	\$50
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Reserve - Stormwater Maintenance	\$41,925	\$20,963	\$0	\$20,963
<b>Total Expenditures</b>	<b><u>\$102,673</u></b>	<b><u>\$51,123</u></b>	<b><u>\$14,749</u></b>	<b><u>\$36,374</u></b>
<b>Excess Revenues/(Expenditures)</b>	<b><u>\$0</u></b>		<b><u>\$16,991</u></b>	
<b>Fund Balance - Beginning</b>	<b><u>\$0</u></b>		<b><u>\$69,575</u></b>	
<b>Fund Balance - Ending</b>	<b><u>\$0</u></b>		<b><u>\$86,565</u></b>	

**Villa Vizcaya**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
For the Period Ending March 31, 2018

	<u>ADOPTED BUDGET</u>	<u>PRORATED 3/31/2018</u>	<u>ACTUAL 3/31/2018</u>	<u>VARIANCE</u>
<b><u>Revenues</u></b>				
Interest Income	\$0	\$0	\$768	\$768
Direct Assessments	\$287,020	\$0	\$0	\$0
Bondholding Funding	\$0	\$0	\$256,176	\$256,176
<b>Total Revenues</b>	<b><u>\$287,020</u></b>	<b><u>\$0</u></b>	<b><u>\$256,944</u></b>	<b><u>\$256,944</u></b>
<b><u>Expenditures</u></b>				
<b><u>Series A</u></b>				
Interest - 11/1	\$101,010	\$101,010	\$101,010	\$0
Interest - 05/1	\$101,010	\$0	\$0	\$0
Principal - 05/1	\$85,000	\$0	\$0	\$0
<b>Total Expenditures</b>	<b><u>\$287,020</u></b>	<b><u>\$101,010</u></b>	<b><u>\$101,010</u></b>	<b><u>\$0</u></b>
<b><u>Other Financing Sources/(Uses)</u></b>				
SPE Funding - General Fund	\$0	\$0	(\$21,584)	(\$21,584)
Other Debt Service Costs	\$0	\$0	(\$100,704)	(\$100,704)
<b>Total Other Financing Sources/(Uses)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$122,287)</u></b>	<b><u>(\$122,287)</u></b>
<b>Excess Revenues/(Expenditures)</b>	<b><u>\$0</u></b>		<b><u>\$33,647</u></b>	
<b>Fund Balance - Beginning</b>	<b><u>\$0</u></b>		<b><u>(\$9,046,696)</u></b>	
<b>Fund Balance - Ending</b>	<b><u><u>\$0</u></u></b>		<b><u><u>(\$9,013,050)</u></u></b>	

# Villa Vizcaya

## COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ending March 31, 2018

	<u>ADOPTED BUDGET</u>	<u>PRORATED 3/31/2018</u>	<u>ACTUAL 3/31/2018</u>	<u>VARIANCE</u>
<b><u>Revenues</u></b>				
Interest Income	\$0	\$0	\$2	\$2
<b>Total Revenues</b>	<u>\$0</u>	<u>\$0</u>	<u>\$2</u>	<u>\$2</u>
<b><u>Expenditures</u></b>				
Improvements	\$0	\$0	\$0	\$0
Other Construction Costs	\$0	\$0	\$0	\$0
<b>Total Expenditures</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b><u>Other Financing Sources/(Uses)</u></b>				
Interfund Transfer In from Debt Service	\$0	\$0	\$0	\$0
Interfund Transfer Out to General Fund	\$0	\$0	\$0	\$0
<b>Total Other Financing Sources/ (Uses)</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>Excess Revenues/(Expenditures)</b>	\$0		<u>\$2</u>	
<b>Fund Balance - Beginning</b>	\$0		\$753	
<b>Fund Balance - Ending</b>	<u>\$0</u>		<u>\$755</u>	