



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.1.

5/18/2021

Subject:

Repeal of Ordinance Establishing Farmton-Brevard Community Development District, Ordinance 2015-30

Fiscal Impact:

None

Dept/Office:

District 1 per request of Farmton-Brevard Community Development District

Requested Action:

Approve ordinance repealing Ordinance 2015-30.

Summary Explanation and Background:

Pursuant to Chapter 190, Florida Statutes, a county ordinance was required to establish the Farmton-Brevard County Community Development District in 2015. That community development district now seeks to be dissolved. Under Chapter 2020-197, Laws of Florida and Section 190.046(10), Florida Statutes, a community development district may be dissolved upon request after it merges with a local unit of special purpose government. The Deering Park Stewardship District (Stewardship), a local unit of special purpose local government, has been created and, as of April 15, 2021, the Farmton-Brevard Community Development District merged with the Stewardship. The Stewardship has requested dissolution of the Farmton-Brevard Community Development District. The Stewardship has agreed to provide funding for the advertisement to repeal Ordinance 2015-30. The proposed ordinance repealing Ordinance 2015-30 is attached.

Clerk to the Board Instructions:



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 19, 2021

M E M O R A N D U M

TO: Eden Bentley, County Attorney

RE: Item H.1., Repeal of Ordinance Establishing Farmton-Brevard Community Development District, Ordinance 2015-30

The Board of County Commissioners, in regular session on May 18, 2021, adopted Ordinance No. 2021-12, repealing Ordinance No. 2015-30 establishing Farmton-Brevard CDD. Enclosed is a fully-executed Ordinance.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over the typed name and title.

Kimberly Powell, Clerk to the Board

Encl. (1)



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

May 28, 2021

Honorable Rachel M. Sadoff
Clerk
Board of County Commissioners
Brevard County
Post Office Box 999
Titusville, Florida 32781-0999

Attention: Kimberly Powell

Dear Ms. Sadoff:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Brevard County Ordinance No. 2021-12, which was filed in this office on May 28, 2021.

Sincerely,

Anya Grosenbaugh
Program Administrator

AG/lb

ORDINANCE NO. 2021 - 12
REPEALING ORDINANCE NO 2015-30

AN ORDINANCE OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, REPEALING ORDINANCE NO. 2015-30, AND THEREBY DISSOLVING THE FARMTON-BREVARD COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Farmton-Brevard Community Development District ("District") was established by Ordinance No. 2015-30 of the Board of County Commissioners ("Board") of Brevard County, Florida, a political subdivision of the State of Florida; and

WHEREAS, the District is located wholly within the boundaries of Brevard County (County"); and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts with another type of special district, the process of which is pursuant to the terms of that special act; and

WHEREAS, the District previously advised the County of its intent to merge into the Deering Park Stewardship District ("ISD"), a local unit of special-purpose government established pursuant to Chapter 2020-197, Laws of Florida, whereby the ISD would be the surviving entity and the District would be dissolved; and

WHEREAS, pursuant to Chapter 2020-197, Laws of Florida, upon receipt of a resolution approving the merger and the merger agreement, the County shall adopt a non-emergency ordinance dissolving the District pursuant to Section 190.046(10); and

WHEREAS, as a result of the Merger, the planned community development services to be provided to the lands within the boundaries of the District may be provided by and through the Developer in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District, at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the District; and

WHEREAS, the District's Board of Supervisors, adopted Resolution 2021-__ and executed the Merger Agreement, which Merger Agreement is attached hereto as **Exhibit A**, and desire that the County pass this nonemergency ordinance providing for the dissolution of the District in accord with section 190.046(3), *Florida Statutes* and Chapter 2020-197, Law of Florida; and

WHEREAS, the dissolution of the District will not harm or otherwise injure any interests of the current owner of land, nor harm nor otherwise injure any interests of any other party within or without the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

Officially filed with the Secretary of the State on May 28, 2021.

Section 1. Repeal of Ordinance No. 2015-30; Dissolution of Farmton-Brevard Community Development District. The Board hereby repeals Ordinance 2015-30 and dissolves the Farmton-Brevard Community Development District as required by Chapter 2020-197, Laws of Florida, Section (6)(27)(b) .

Section 2. Severability. If any provision of this Ordinance is held to be illegal or invalid, other provision shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall become effective upon adoption by the Board of County Commissioners and filing with the Florida Department of State. A certified copy of the Ordinance shall be filed with the State, within ten days of enactment.

APPROVED and ADOPTED by the Board of County Commissioners of Brevard County, Florida, this 18 day of May, 2021.



RITA PRITCHETT, CHAIR
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:

Reviewed for legal form and content:



RACHEL M. SADOFF, CLERK OF COURT

County Attorney

**MERGER AGREEMENT BY AND BETWEEN
FARMTON – BREVARD COMMUNITY DEVELOPMENT DISTRICT AND DEERING
PARK STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Farmton - Brevard Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Brevard County, Florida (hereinafter “CDD,”); and

Deering Park Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2020-197, *Laws of Florida Statutes*, and located in Brevard and Volusia Counties and the City of Edgewater, Florida (hereinafter “Deering Park SD” and together with the CDD, the “Districts”).

Recitals

WHEREAS, the CDD was established as of December 2, 2015, by Ordinance No. 2015-30 adopted by the Board of County Commissioners of Brevard County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, Deering Park SD was established as of September 4, 2020, by Chapter 2020-197, *Laws of Florida*, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the CDD is currently located within that portion of the boundaries of the recently established Deering Park SD located within Brevard County, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

WHEREAS, Chapter 2020-197(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the Deering Park SD and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, and Chapter 2020-197(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, because the CDD is located within the boundaries of the Deering Park SD, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts

because, among other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on January 18, 2021, and April 15, 2021, the Board of Supervisors (the "Board(s)") of the CDD and Deering Park SD adopted Resolutions 2021-03 and 2021-04 respectively, evidencing the Districts' intent to effectuate the Merger between the Districts, directing the Districts' staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the "Merger Approval Resolutions"); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2020-197(6)(27), *Laws of Florida*, the CDD and Deering Park SD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

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. **Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2020-197, *Laws of Florida*.

2. **The Merger.** Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with Deering Park SD a written request ("Merger Request") requesting that the CDD merge into the Deering Park SD that would effectuate the Merger of the CDD into and with Deering Park SD as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Brevard County. The Merger shall become effective upon dissolution of the CDD by Brevard County (the "Merger Effective Date"). On the Merger Effective Date, the CDD shall be merged into and with Deering Park SD as the surviving entity, and the CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into Deering Park SD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2020-197(6)(27), *Laws of Florida*.

3. **Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2020-197, *Laws of Florida* District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Boundaries.** Upon the Merger, the surviving District shall be the Deering Park SD and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of Deering Park SD shall continue to operate as the Board of the Merged District.

8. **Property & Assets.** Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the "CDD Assets") to Deering Park SD. By execution of this Agreement, and as of the Merger Effective Date, Deering Park SD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the "CDD Assessments") shall be payable when due to Deering Park SD. By execution of this Agreement, and as of the Merger Effective Date, the CDD delegates, and the Deering Park SD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law.

10. **Contracts.** Effective as of the Merger Effective Date, Deering Park SD shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the "CDD Contracts"). Deering Park SD shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the CDD Contracts to Deering Park SD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and Deering Park SD accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. **Other Interlocal Agreements.** Effective as of the Merger Effective Date, Deering Park SD shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Brevard County ("Other Interlocal Agreements"). Deering Park SD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the Other Interlocal Agreements by the CDD to Deering Park SD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and Deering Park SD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. **Debts & Liabilities.** Effective as of the Merger Effective Date, Deering Park SD shall be responsible for and have the obligation of all debts and liabilities of the CDD (the "CDD Debts & Liabilities") by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD's property, if any. Moreover, Deering Park SD may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and Deering Park SD accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

13. **Insurance.** The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. Deering Park SD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

14. **Audits.** Effective as of the Merger Effective Date, the CDD hereby authorizes the Deering Park SD to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Deering Park SD agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

15. **Accounts.** Effective as of the Merger Effective Date, the CDD authorizes Deering Park SD to assume control of all bank accounts held in the name of the CDD (the "Bank Accounts"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Deering Park SD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to Deering Park SD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Deering Park SD accepts such control over the Bank Accounts.

16. **Budgets.** By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to Deering Park SD the authority to consolidate the CDD's budget with the Deering Park SD budget for the then-current fiscal year, and Deering Park SD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Deering Park SD's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, Deering Park SD agrees to amend the Deering Park SD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

17. **Rules and Policies.** At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by Deering Park SD shall remain in place upon the Merger unless and until Deering Park SD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

18. **Powers.** At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Deering Park SD shall be additionally vested with any and all of the general and special powers of the CDD.

19. **Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

20. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

21. **Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and Deering Park SD, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

22. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

24. **Assignment.** The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

25. **Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Brevard County, Florida.

26. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

27. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

28. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

29. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

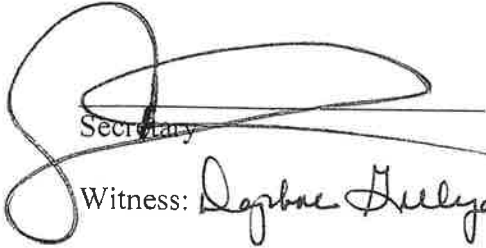
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

31. **Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and Deering Park SD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Brevard County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 20th
day of April, 20 21.

Attest:


Secretary

Witness:



Daphne Gillyard
Printed Name

Witness:



DEBORAH TUDOR
Printed Name

**FARMTON - BREVARD COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

By: _____
Its Chairman

By: _____
Its Vice-Chairman

By: _____
Its Assistant Secretary

By: 
Its Assistant Secretary

By: _____
Its Assistant Secretary

STATE OF FLORIDA -)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of April, 2021 by the Board of Supervisors of the Farmton - Brevard Community Development District.

[Notary Seal]



Lauren Cumber
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG222753
Expires 6/16/2022



Each Personally Known X
OR Produced Identification _____
Type of Identification _____

Section 1. Repeal of Ordinance No. 2015-30; Dissolution of Farmton-Brevard Community Development District. The Board hereby repeals Ordinance 2015-30 and dissolves the Farmton-Brevard Community Development District as required by Chapter 2020-197, Laws of Florida, Section (6)(27)(b) .

Section 2. Severability. If any provision of this Ordinance is held to be illegal or invalid, other provision shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall become effective upon adoption by the Board of County Commissioners and filing with the Florida Department of State. A certified copy of the Ordinance shall be filed with the State, within ten days of enactment.

APPROVED and ADOPTED by the Board of County Commissioners of Brevard County, Florida, this 18th day of May 2021.
///



RITA PRITCHETT, CHAIR
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:



RACHEL M. SADOFF, CLERK OF COURT

Reviewed for legal form and content:

County Attorney

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 15th
day of April, 2021.

Attest:


Secretary

Witness: Daphne Gillyard

DAPHNE GILLYARD
Printed Name

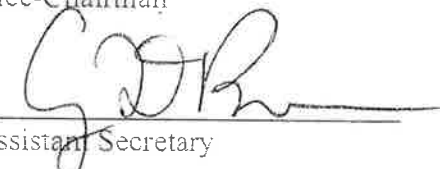
Witness: Deborah Tudor

DEBORAH TUDOR
Printed Name

FARMTON - BREVARD COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS

By: 
Its Chairman

By: 
Its Vice-Chairman

By: 
Its Assistant Secretary

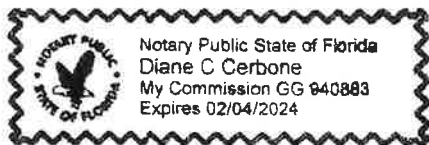
By: _____
Its Assistant Secretary

By: _____
Its Assistant Treasurer

STATE OF FLORIDA)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2021 by the Board of Supervisors of the Farmton - Brevard Community Development District.

[Notary Seal]



Diane C. Cerbone

Each Personally Known X
OR Produced Identification _____
Type of Identification _____

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 20th
day of April, 2021.

Attest:


Secretary

Witness: Daphne Gillyard

Daphne Gillyard
Printed Name

Witness: Deborah Tudor

DEBORAH TUDOR
Printed Name

**DEERING PARK CENTER COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

By: _____
Its Chairman

By: _____
Its Vice-Chairman

By: _____
Its Assistant Secretary

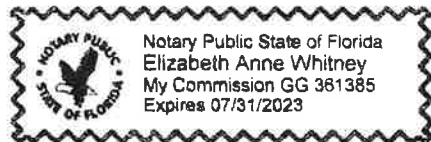
By: _____
Its Assistant Secretary

By:  _____
Its Assistant Secretary

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of April, 2021 by the Board of Supervisors of the Deering Park Center Community Development District.

[Notary Seal]



Elizabeth Anne Whitney

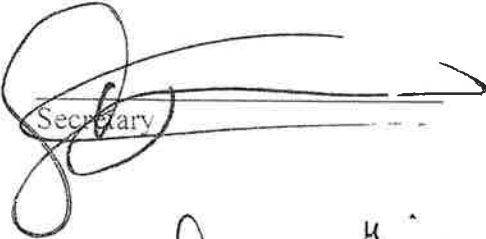
Each Personally Known ☒

OR Produced Identification _____

Type of Identification _____

IN WITNESS WHEREOF, the undersigned as District Manager of Farmton - Brevard Community Development District accepts the authority delegated by this Agreement as of the 16th day of April, 2021.

Attest:


Secretary

FARMTON-BREVARD COMMUNITY
DEVELOPMENT DISTRICT

By: Cindy Carbone
Its District Manager

Witness: Daphne Gillyard
DAPHNE GILLYARD
Printed Name

Witness: Deborah Tudor
DEBORAH TUDOR
Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of April, 2021 by Cindy Carbone as District Manager of Farmton - Brevard Community Development District.
[Notary Seal]



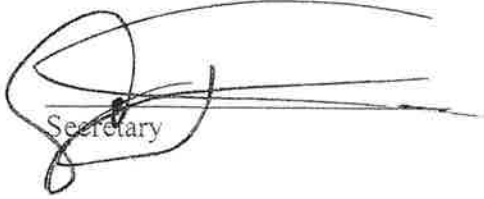
DAPHNE GILLYARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327647
Expires 8/20/2023

Daphne Gillyard
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

Exhibit A: Deering Park SD Boundaries as of Merger Effective Date

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 15th
day of April, 2021.

Attest:


Secretary

DEERING PARK STEWARDSHIP
DISTRICT
BOARD OF SUPERVISORS

By: 
Its Chairman

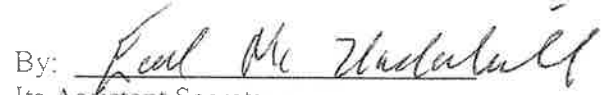
Witness: 

DAPHNE GILLYARD
Printed Name

By: 
Its Vice-Chairman

Witness: 

DEBORAH TUDOR
Printed Name

By: 
Its Assistant Secretary

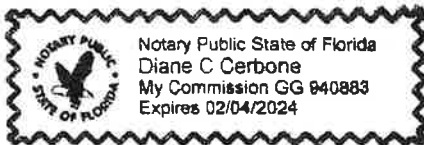
By: _____
Its Assistant Secretary

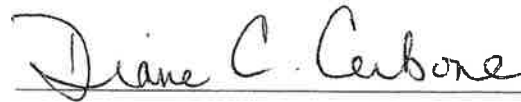
By: _____
Its Assistant Secretary

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2021 by the Board of Supervisors of the Deering Park Stewardship District.

[Notary Seal]

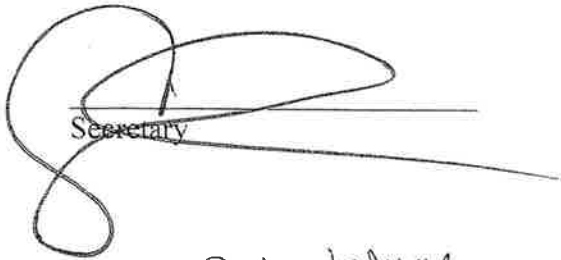




Each Personally Known ☒
OR Produced Identification _____
Type of Identification _____

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 23rd
day of April, 2021.

Attest:


Secretary

Witness: Devon Hadaway

Devon Hadaway
Printed Name

Witness: Chris Checchio

Chris Checchio
Printed Name

**DEERING PARK STEWARDSHIP
DISTRICT
BOARD OF SUPERVISORS**

By: NOT HEAR
Its Chairman

By: NOT HEAR
Its Vice-Chairman

By: NOT HEAR
Its Assistant Secretary

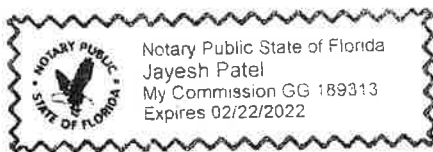
By: NOT HEAR
Its Assistant Secretary

By: 
Its Assistant Secretary

STATE OF FLORIDA)
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of APRIL, 2021 by the Board of Supervisors of the Deering Park Stewardship District.

[Notary Seal]

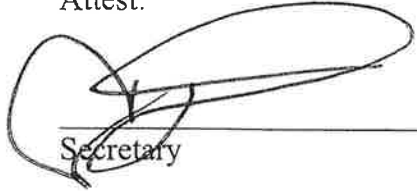


J. R. Patel

Each Personally Known _____
OR Produced Identification ✓
Type of Identification FLDL
B#B300443570960

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 27th
day of April, 2021

Attest:


Secretary

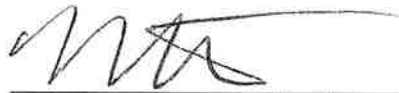
**DEERING PARK STEWARDSHIP
DISTRICT
BOARD OF SUPERVISORS**

By: _____
Its Chairman

Witness: Abigail Tudor

DEBORAH TUDOR
Printed Name

By: _____
Its Vice-Chairman

By: 
Its Assistant Secretary Matthew E. West

Witness: Daphne Gillyard

DAPHNE GILLYARD
Printed Name

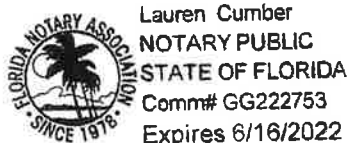
By: _____
Its Assistant Secretary

By: _____
Its Assistant Secretary

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of April, 2021 by the Board of Supervisors of the Deering Park Stewardship District.

[Notary Seal]





Each Personally Known ☒
OR Produced Identification _____
Type of Identification _____

*Public
Comment*

Sandra Sullivan <s2sully@gmail.com>

Air Force/PAFB Section 7 Consult

8 messages

Dziergowski, Annie <annie_dziergowski@fws.gov>

Mon, May 3, 2021 at 12:22 PM

To: Sandra Sullivan <s2sully@gmail.com>

Cc: "Davis, Lucas L" <lucas_davis@fws.gov>

Ms. Sullivan,

Thank you for contacting us and for your interest in the protection of sea turtles and their habitat adjacent to the South Housing portion of Patrick Air Force Base (PAFB). As shown in your research and FOIA requests, it appears that the proposed development on the privatized south portion of PAFB has not entered into consultation with the U.S. Fish and Wildlife Service (USFWS), nor have we been contacted to do so. Requirements for deed restriction language for exterior lighting were included in the 2003 consultation between the USFWS and the Department of the Air Force. Attached is the 2006 letter between the USFWS and PAFB that references requirements for exterior lighting at Pelican Coast (formerly the South Patrick Housing Project). The letter includes requires the USFWS be contacted to ensure no light sources or reflected light is visible from the beach. We also have in our records a consultation with PAFB in 2008, but this only referenced the North and Central Housing Areas. We have no record of any consultation for the South Housing area since the attached 2008 letter. We understand that any exterior lighting or construction activities this area can adversely impact nesting and emerging sea turtles and will continue to work with PAFB to resolve these issues. I hope this response helps answer your questions regarding the Service's involvement in this issue.

Thanks,

Annie

Annie Dziergowski

Deputy Field Supervisor

U.S. Fish and Wildlife Service

North Florida Ecological Services Office

7915 Baymeadows Way, Suite 200

Jacksonville, FL 32256

Office: 904-731-3089

FAX: 904.731.3045

www.fws.gov/northflorida**2 attachments**

20080808_itr_FWS_PAFB_Privization of Housing Areas.pdf