



***Viera East CDD***  
**Workshop Meeting**

**Thursday**  
**September 11, 2025**  
**6:30 p.m.**

**FaithViera Lutheran Church**  
**5550 Faith Drive**  
**Viera, Florida**

1. Roll Call
2. Discussion of Hammock Trace Preserve  
Fountain Easement Agreement
3. District Manager's Report
4. General Manager's Report
5. Restaurant Report
6. Lifestyle/ Marketing Report
7. Supervisor's Requests
8. Adjournment

## SECTION II

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Brian M. Jones, Esq.  
Shutts & Bowen LLP  
300 S. Orange Avenue  
Suite 1600  
Orlando, FL 32801

### **FOUNTAIN EASEMENT AGREEMENT**

**THIS FOUNTAIN EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”), by and between **VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, whose mailing address is c/o Governmental Management Services, District Manager, 219 E. Livingston St. Orlando, FL 32801 (“**Grantor**”), and **HAMMOCK TRACE PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (“**Grantee**”), whose address is 7827 North Wickham Road, Suite D, Melbourne, Florida 32940 (Grantor and Grantee may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”).

### **RECITALS**

WHEREAS, Grantor is the owner of certain real property located in Brevard County, Florida, as more particularly described and depicted on **Exhibit A** attached hereto and made a part hereof by this reference (the “**Grantor Property**”);

WHEREAS, Grantee is a homeowners association subject to the jurisdiction of Grantor;

WHEREAS, Grantor finds the installation of fountains in lakes to be beneficial for lakes maintenance and reducing the ongoing cost of lake treatments;

WHEREAS, Grantor desires to purchase a fountain for installation in the Easement Area (the “**Fountain**”), and Grantee desires to install, connect, and maintain the Fountain in perpetuity; and

WHEREAS, Grantor is willing to grant to Grantee a non-exclusive easement on, over, upon and across the Easement Area for purposes of installation, operation and maintenance of the Fountain, on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) in hand paid, for the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by this reference.

2. **Purchase of the Fountain.** Within thirty (30) days after the Effective Date, Grantee shall provide Grantor with a written proposal of the Fountain that Grantee proposes be installed and maintained pursuant to this Agreement (the “**Fountain Proposal**”) for Grantor’s approval, which shall not be

unreasonably withheld, conditioned or delayed. If Grantor does not approve of the Fountain Proposal, the Parties shall work together in good faith to agree on an acceptable revised Fountain Proposal. Grantor may establish certain criteria with respect to the installation Fountain, and any objection by Grantor because the Fountain is incompatible with Grantor's established criteria shall be deemed reasonable. Grantor shall have no obligation to purchase the Fountain until Grantor has approved the Fountain Proposal. Upon Grantor's purchase of the Fountain, Grantor will arrange for the Fountain to be delivered to a mutually agreeable location on Grantee's property. As used in this Agreement, the term "**Fountain**" shall also include such supporting structures, utility or water lines, facilities and other appurtenant equipment that may be necessary or desirable to operate a fountain in in the manner contemplated by this Agreement.

3. **Grant of Easement.** Subject to the terms and conditions set forth in this Agreement, Grantor grants and conveys to Grantee, a perpetual, non-exclusive easement over, upon and across the Grantor Property (the "**Easement Area**"), for the purpose of allowing Grantor to construct, operate and maintain the Fountain in the manner contemplated by this Agreement (the "**Easement**"). The Easement shall include, without limitation, a non-exclusive temporary construction easement over, under, upon and across the Easement Area, and such other portions of the Grantor Property as may be minimally necessary, for the purpose of allowing Grantee, its agents, contractors and subcontractors, to perform such activities as Grantee may be reasonably necessary or desirable in connection with Grantee's installation, operation and maintenance of the Fountain. Except for any portions of the Fountain which, by their nature, must be constructed above the surface of the lake on the Grantor Property to function as intended, all portions of the Fountain installed on the Grantor Property shall be installed beneath the surface of the lake on the Grantor Property.

4. **Installation of the Fountain.** Prior to installing the Fountain within the Easement Area, Grantee shall provide Grantor with written plans and specifications for the Fountain (the "**Fountain Plans**") for Grantor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. The Fountain Plans shall be prepared at Grantee's sole cost and expense, and shall include the location of all components of the Fountain within the Grantor Property and such other information as Grantor may reasonably request in connection with Grantor's approval of same. Grantee shall not install the Fountain until Grantor has approved the Fountain Plans in writing. Following Grantor's purchase of the Fountain and the delivery of such Fountain to the Grantee property as contemplated above, and Grantor's approval of the Fountain Plans, Grantee shall install the Fountain within the Easement Area at Grantee's sole cost and expense in a good and workmanlike manner and in accordance with the provisions of this Agreement, the approved Fountain Plans and all necessary permits and approvals for the Fountain. Prior to the installation of the Fountain, Grantee shall obtain all necessary permits and approvals from all governing authorities having jurisdiction over the construction, operation and/or maintenance of the Fountain on the Grantor Property. Grantee shall commence installation of the Fountain pursuant to the approved Fountain Plans on or before the date that is thirty (30) days after the last to occur of the following: (i) Grantor's approval. Grantee will complete installation of the Fountain no later than sixty (60) days after Grantee commences installation of the Fountain.

5. **Operation and Maintenance of the Fountain.** Grantee shall install, operate, maintain, repair and replace the Fountain at Grantee's sole cost and expense as necessary so that the Fountain is, at all times, kept in good and clean condition and in good working order. Additionally, Grantee shall ensure that the Fountain is, at all times, installed and kept in compliance with the most current standards adopted by Grantor, all applicable codes, rules, regulations, and the requirements of all governmental authorities having jurisdiction over the Grantor Property and/or the Fountain. Grantee shall be responsible for the ongoing cost of electricity or other utility costs related to the operation and maintenance of the Fountain, and shall maintain any necessary utility service contract in the name of Grantee. Grantee shall regularly service and maintain the Fountain to ensure the Fountain is kept in compliance with the requirements of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Grantor

determines that the Fountain is in need of maintenance, repair or replacement, Grantor may provide written notice to Grantee of such fact (the “**Maintenance Notice**”), and within ten (10) days of Grantee’s receipt of the Maintenance Notice Grantee shall commence and thereafter diligently pursue completion of the maintenance, repair or replacement activity detailed in the Maintenance Notice. If Grantee does not commence the required Fountain maintenance, repair or replacement activity within the aforementioned ten (10) day period, in addition to any other remedy available to Grantor under this Agreement, or if Grantee timely commences the required maintenance, repair or replacement and thereafter fails to diligently pursue same Grantor may, but shall have no obligation to, complete the required Fountain maintenance, repair or replacement activity at Grantee’s expense and thereafter Grantee shall reimburse Grantor for all out of pocket costs and expenses incurred by Grantor in connection with such maintenance, repair or replacement activity within ten (10) days of Grantor’s written demand therefor (the “**Demand Notice**”), together with interest at the highest rate permitted under applicable law from the date of the Demand Notice.

(a) **Additional Maintenance of the Grantor Property.** If Grantor is required to perform any additional maintenance or remediation activities with respect to the Grantor Property that are necessitated, directly or indirectly, by the installation, operation and maintenance of the Fountain, Grantor may provide Grantee with written notice of same (then “**Additional Maintenance Notice**”). The Additional Maintenance Notice shall indicate whether: (i) Grantor will perform the necessary maintenance or remediation activity at Grantee’s expense, or (ii) Grantee will be required to perform such necessary maintenance or remediation at Grantee’s expense. If Grantor elects to perform the necessary additional maintenance or remediation as contemplated in (i) above, Grantor will perform such maintenance or remediation activity and Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in connection with same within ten (10) days of Grantor’s written demand therefor, together with interest calculated at the highest rate allowable under applicable law calculated from the date of Grantor’s written demand for reimbursement as contemplated by this sentence. If Grantor determines that Grantee should perform the necessary maintenance or remediation as contemplated in (ii) above, Grantee shall commence the necessary maintenance or remediation within ten (10) days of Grantee’s receipt of the Additional Maintenance Notice and shall thereafter diligently pursue completion of same in accordance with all applicable laws and governmental authority requirements.

6. **Reservation.** Grantor hereby expressly reserves unto itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee. In addition, and not in limitation, but by way of example, Grantor, its successors, grantees, invitees and assigns, reserve the right from time to time to grant additional easements and licenses for access, utilities or any other purposes as it may deem necessary, over, upon, across and under the Easement Area, provided that such easements or licenses do not unreasonably interfere with the purposes of the easements herein and Grantee’s use of the Easement Area pursuant to the terms hereof. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Grantee’s installation, operation, maintenance, repair or replacement of the Fountain restrict, prohibit, or unreasonably interfere with Grantor’s utilization of the Grantor Property for drainage purposes. In no event shall Grantor be obligated to enlarge or otherwise modify the Grantor Property, or the lake located thereon, in connection with this Agreement.

7. **Indemnification; Insurance; Liens.**

(a) Prior to entering on to the Grantor Property to perform any activity contemplated by this Agreement, Grantee shall obtain and maintain, at its cost and expense, commercial general liability insurance with respect to any activities conducted by Grantee, its agents, contractors and subcontractors, with a company reasonably acceptable to Grantor in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence limit, and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name Grantor as an additional insured, and shall provide that the insurance

company will endeavor to provide written notice to Grantor prior to any cancellation, termination or expiration of such policy. Grantee shall provide Grantor with a certificate evidencing such insurance policy prior to any entry on to the Grantor Property, and from time to time within ten (10) days of Grantor's written request therefor.

(b) Grantee shall indemnify, defend and hold Grantor harmless from all claims, losses, costs, expenses, and damages including, but not limited to, attorneys' fees and court costs and any fees and costs for a proceeding to determine the reasonableness of the aforementioned fees, resulting from the entry upon or use of the Grantor Property by Grantee or Grantee's agents, contractors or subcontractors. This indemnity shall survive for a period of one (1) year from the expiration or earlier termination of this Agreement.

(c) In the event that any claim of lien is filed against the Grantor Property arising from any act of Grantee, or its agents, contractors and subcontractors, on the Grantor Property, Grantee shall promptly have any claim of lien canceled and discharged of record as a claim, either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law, within thirty (30) days after written notice from Grantor. If Grantee fails to satisfy the foregoing obligation within the aforementioned thirty (30) day period, then Grantor has the right to cause such lien to be discharged or transferred to bond, at Grantee's cost and expense, and Grantee shall reimburse Grantor therefor within ten (10) days of Grantor's written demand therefor together with interest at the highest rate permitted under applicable law from the date of that Grantor's written demand.

8. **Termination.** If Grantee defaults under any term, provision, condition or obligation set forth in this Agreement, and such default continues for a period of ten (10) days after written notice from Grantor alleging such default, Grantor may exercise any remedy available to Grantor at law or in equity on account of Grantee's default. Without limiting the generality of the foregoing and in addition to any other right or remedy available to Grantor on account of Grantee's default, Grantor may terminate this Agreement upon written notice to Grantee, in which event Grantor may remove and dispose of the Fountain in any manner that Grantor chooses without any liability to Grantee.

9. **Miscellaneous.**

(a) This Agreement supersedes all prior discussions and agreements between the Parties with respect to the matters contemplated by this Agreement. This Agreement contains the sole and entire understanding between the Parties with respect to the matters contemplated by this Agreement, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties, if any, are merged into this Agreement. This Agreement shall not be terminated, modified or amended in any respect except by written instrument executed by or on behalf of all of the then-current owners of the Grantor Property and then-current managers of Grantee.

(b) No delay or omission of any Party hereto in the exercise of any right accruing upon any breach or default of the other Party shall impair such right or be construed to be a waiver thereof, and each such right may be exercised at any time during the continuance of such a breach or default. A waiver by any Party hereto of a breach of, or default in, any provision of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

(c) No breach of or default in the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement or any of the rights and obligations declared hereunder, but such limitation shall not affect, in any manner, any of the other rights or remedies which any Party may have hereunder and/or at law or in equity by reason of any breach of or default in the provisions

of this Agreement. Except as may be expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

(d) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

(e) If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any persons or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

(g) In the event that either Party hereto hires an attorney to enforce any term of this Agreement, the Party prevailing in said dispute, enforcement action or legal proceeding shall be entitled to recover reasonable attorneys', paralegals' and other professionals' fees (including those incurred before or at trial or on any re-hearing or appeal and those incurred in connection with a proceeding to determine the reasonableness of such fees) and costs incurred incidental thereto from the Party not prevailing in said legal proceedings.

(h) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

*[signatures appear on following pages]*

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Agreement to be duly executed as of the date and year first written above.

**“Grantor”**

**VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special purpose government organized under  
Chapter 190, Florida Statutes

By: District Manager, Governmental  
Management Services - Central Florida, LLC, a  
Florida limited liability company

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

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

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

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of **GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC**, a Florida limited liability company, the Manager of **VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, on behalf of the company, who is personally known to me, or who \_\_\_\_\_ produced \_\_\_\_\_ as identification.

[Affix Notary Stamp or Seal]

Sign: \_\_\_\_\_

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

NOTARY PUBLIC — State of Florida

My Commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

(Signature Page follows)



**“Grantee”**

**HAMMOCK TRACE PRESERVE  
HOMEOWNERS ASSOCIATION, INC.** a  
Florida not for profit corporation

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

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

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

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of August, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of  
**HAMMOCK TRACE PRESERVE HOMEOWNERS ASSOCIATION, INC.** a Florida not for profit  
corporation, on behalf of the company, who is personally known to me, or who \_\_\_\_\_ produced  
\_\_\_\_\_ as identification.

*[Affix Notary Stamp or Seal]*

Sign: \_\_\_\_\_

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

NOTARY PUBLIC — State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

*(Exhibit follow)*

**EXHIBIT A**  
**Grantor Property**

Brevard County, Florida Parcel Identification No.: 26-36-10-51-B

Tract "B" East Lake, Viera South P.U.D. – Tracts "MM" and "QQ" – Phases One and Two Section 10 – Township 26 South – Range 36 East Brevard County Florida, according to the map or plat thereof, as recorded in Plat Book 39, Page 6, of the Official Records of Brevard County Florida.