



**AGENDA REPORT**  
**November 13, 2018**

**Approval Re: Viera Wayfinding Signage Right-Of-Way Use Agreement -  
District 4 (No Fiscal Impact)**

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**SUBJECT:**

Approval Re: Viera Wayfinding Signage Right-of-Way Use Agreement with The Viera Company.

**FISCAL IMPACT:**

None.

**DEPT/OFFICE:**

Public Works

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Viera Wayfinding Signage Right-of-Way Use Agreement with The Viera Company.

**SUMMARY EXPLANATION and BACKGROUND:**

The Viera Company (TVC) desires to install wayfinding signage and related improvements, such as landscape, hardscape and irrigation, pursuant to the approval by the County. The wayfinding signage will be located within the public rights-of-way of the Central Viera and West Viera Planned Unit Developments (PUDs). The locations of the wayfinding signage, known as "Designated Premises" is subject to the approval by the County. Attachment "A" of the Agreement serves as a master community planning tool and signage locations are conceptual. Wayfinding signage will follow the template design as shown in Attachment "B" and adhere to the *Viera Community Wayfinding Signage Standards* as set forth in Attachment "C" of the Agreement. The wayfinding signage and related improvements shall be submitted to the County as a right-of-way permit application, and issuance of the permit shall be subject to approval by the County.

The County may allow the use of the public right-of-way for purposes which do not conflict with the interests of the public as set forth in Section 125.01, Florida Statutes. In accordance with the Agreement, TVC shall be required to maintain, repair, and replace the permitted wayfinding signage and improvements without cost to the County. The Agreement will be binding upon the parties and their respective successors and assigns. TVC is required to provide general liability insurance in an amount not less than one million dollars and name the County as additional insured. The Viera Wayfinding Signage Right-of-Way Use Agreement has been reviewed and approved by the County Attorney's Office and Risk Management.

The initial term of this Agreement shall be twenty years commencing with the date of execution by the Board and shall automatically renew annually unless terminated by either party with sixty days' written notice. Upon termination, TVC shall, at the request of the County, remove all wayfinding signage and associated improvements from the rights-of-way or TVC shall reimburse the County for the cost of such removal. In the event of termination and the County assumes ownership of the wayfinding signage and improvements, the County only assumes maintenance responsibility if expressly provided in writing.

**CLERK TO THE BOARD INSTRUCTIONS:**

Please return the fully executed Agreement to the Public Works Department.

**ATTACHMENTS:**

**Description**

- **Viera Wayfinding Signage Right-of-Way Use Agreement**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> The Viera Company	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> Public Works
<b>4. Contract Description:</b> Viera Wayfinding Signage Right-of-Way Use Agreement	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>7. Contract Type:</b>  USE AGREEMENT
<b>6. Dept/Office Director:</b> Dan Jones, Interim Director	

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Matt Lairsey</b> <small>Digitally signed by Matt Lairsey DN: cn=Matt Lairsey, o=Brevard County Board of County Commissioners, ou=Brevard County Email=mlairsey@brevard.gov, c=US Date: 2018.10.26 09:01:55 -0400</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Brewer, Jad</b> <small>Digitally signed by Brewer, Jad Date: 2018.10.26 09:01:55 -0400</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey DN: cn=Matt Lairsey, o=Brevard County, ou=County Administration, email=mlairsey@brevard.net, c=US</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brewer, Jad <small>Digitally signed by Brewer, Jad Date: 2018.10.26 09:01:55 -04'00'</small>

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Department	<input type="checkbox"/>
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Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

November 14, 2018

MEMORANDUM

TO: Dan Jones, Interim Public Works Director

RE: Item F.11., Approval of Viera Wayfinding Signage Right-of-Way Use Agreement

The Board of County Commissioners, in regular session on November 13, 2018, approved and authorized the Chair to execute the Viera Wayfinding Signage right-of-way Use Agreement with the Viera Company. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

VIERA WAYFINDING SIGNAGE RIGHT-OF-WAY USE AGREEMENT  
(Central Viera PUD and West Viera PUD)

THIS VIERA WAYFINDING SIGNAGE RIGHT-OF-WAY USE AGREEMENT (the "Agreement"), made and entered into this 13 day of November, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County"), and THE VIERA COMPANY, a Florida corporation (hereinafter referred to as "TVC").

WITNESSETH

WHEREAS, the public right-of-ways within the Central Viera PUD and/or the West Viera PUD of the "Viera" master planned community located in Brevard County, Florida, more particularly set forth in Attachment "A" attached hereto and incorporated herein by this reference have been dedicated to Brevard County, Florida (collectively, the "Public Right-of-Ways");

WHEREAS, TVC desires to improve the Public Right-of-Ways by installing improvements within portions of the Public Right-of-Ways, which may consist of, but are not limited to, improvements for "Wayfinding Signage" (as defined below) and related landscaping, hardscape, irrigation, and/or other related improvements, pursuant to plans and specifications approved by the County and further described below;

WHEREAS, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

WHEREAS, the County has determined that use of the Public Right-of-Ways by TVC for the installation, operation, maintenance, repair and improvement of such improvements to the Public Right-of-Ways pursuant to this Agreement will not conflict with the interests of the public.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. RECITALS. The above recitals are true and correct and incorporated into this Agreement by this reference.
2. DEFINITIONS. The following terms used in this Agreement shall have the meaning given to such terms below:
  - a. Agreement: shall mean this Viera Wayfinding Signage Right-of-Way Use Agreement.
  - b. Association: shall mean Central Viera Community Association, Inc., a Florida not-for-profit corporation, as more particularly described in that certain Declaration of Covenants, Conditions, Easements, Reservations and

Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, of the Public Records of Brevard County, Florida, as may be amended from time to time (the "Declaration").

- c. County: shall mean the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.
- d. Designated Premises: shall mean that portion of the Public Right-of-Ways within the Central Viera PUD and/or West Viera PUD of the "Viera" master planned community located in Brevard County, Florida, where the Improvements will be installed and maintained, with the Designated Premises to be more particularly described in the Plans and as approved by the County.
- e. Improvements: shall mean the Wayfinding Signage and related improvements installed or to be installed by TVC within the Designated Premises in accordance with the Plans and maintained by TVC in accordance with the provisions of this Agreement as approved by the County pursuant to the right-of-way permit(s) issued by the County.
- f. Public Right-of-Ways: shall refer to the public right-of-ways within the Central Viera PUD and/or West Viera PUD of the "Viera" master planned community located in Brevard County, Florida set forth in Attachment "A" attached hereto and incorporated herein by this reference.
- g. Plans: Shall mean those certain plans for the construction and installation, of Improvements which have been approved by TVC and the County as part of a right-of-way permit.
- h. Prompt or Promptly: For purposes of paragraph 8, the term "promptly" shall mean no later than fourteen (14) days after TVC receives notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond TVC's control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen (14) days, the term "promptly" shall mean TVC shall commence such maintenance, repairs, or replacements within such initial fourteen (14) day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of paragraph 10, the term "promptly" or "prompt" shall mean no later than fourteen (14) days after TVC receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.
- i. TVC: shall mean The Viera Company, a Florida corporation.
- j. Wayfinding Signage: shall mean that certain wayfinding signage to be installed as part of the Improvements within the Designated Premises, with the template designs for the Wayfinding Signage set forth in Attachment "B"

attached hereto and incorporated herein by this reference and subject to the Viera Community Wayfinding Signage Standards set forth in Attachment "C" attached hereto and incorporated herein by this reference and subject to any conditions in the County issued right-of-way permit(s).

3. CONSTRUCTION AND MAINTENANCE OF PROPERTY. During the term of this Agreement, TVC hereby agrees to construct and maintain the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

4. TERM. The initial term of this Agreement shall be twenty (20) years commencing with the date of the execution of this Agreement by the County and TVC, and shall thereafter be automatically renewed for a one (1) year renewal term unless terminated by either party, in accordance with paragraph 15 Termination herein.

5. USE OF DESIGNATED PREMISES. During the term of this Agreement, TVC shall use the Designated Premises only for construction and installation of the Improvements and related maintenance thereto. It is hereby mutually agreed and understood that the use of any structure, Improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall be for decorative or informational purposes only and not for human occupancy, nor shall such structures or Improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

6. IMPROVEMENTS. All Improvements permitted and installed upon the Designated Premises by TVC shall be maintained by TVC on the Designated Premises during the term of this Agreement in accordance with this Agreement and the County issued right-of-way permit(s). It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of TVC and that TVC retains the right to remove such Improvement within sixty (60) days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such Improvements are not removed within sixty (60) days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to remove any such Improvements, TVC shall reimburse the County for the cost of removal within thirty (30) days of receipt of an invoice for such removal expenses.

7. UTILITIES. TVC shall pay all charges for electrical service and other utility services supplied to TVC at the Designated Premises for the Improvements during the term of this Agreement.

8. REPAIRS AND MAINTENANCE. During the term of this Agreement, TVC shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

9. ILLEGAL, UNLAWFUL OR IMPROPER USE. TVC shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will TVC use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of TVC to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

10. INDEMNIFICATION AND INSURANCE. Except where limited by law, TVC agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by TVC or its employees or independent contractors. TVC agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with TVC's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. TVC shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract. The parties acknowledge specific consideration has been exchanged for the provision.

TVC further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring TVC against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Designated Premises and the Improvements thereon. Such policies of insurance shall insure TVC in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, within ten (10) days of the date of execution of this Agreement by TVC and the County and annually upon insurance renewal by TVC. The County shall be named as an additional insured on the policy that TVC secures and endorsed with a provision that entitles the County to thirty (30) days written notice from the insurer of any change or cancellation in said policies.

TVC shall also be required to include in any contract for work upon or involving the Designated Premises that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance in an amount not less than \$1,000,000.00 combined single limit for each occurrence and to include coverage for "XCU" hazards.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law

TVC shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by TVC or its employees or independent contractors shall be at the risk of TVC, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. TVC agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover TVC's interests therein.

11. RIGHT OF ENTRY. It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve TVC of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement.

12. COMPLIANCE WITH STATUTES. TVC shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

13. BINDING EFFECT; ASSIGNABILITY. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. Except as otherwise provided herein below, TVC shall not assign this Agreement or any of TVC's rights, obligations, or duties hereunder to any party without the prior written consent of the County. However, the County and TVC acknowledge that it is intended that, upon completing the initial installation of the Improvements, all of the rights, obligations and duties of TVC under this Agreement will be assigned by TVC to the Association and such assignment to

the Association shall not be subject to the prior, written consent of the County (but the County shall receive written notice of such assignment), in which case the Association shall maintain the Improvements as part of the common areas under the Declaration. Notwithstanding the foregoing, in connection with any assignment of this Agreement by TVC to the Association, TVC shall have the right to either expressly reserve the right (along the Association also having such right) or exclusively retain the right to modify, maintain, or improve Wayfinding Signage installed as part of the Improvements, with any such foregoing activities of TVC relating to the Wayfinding Signage to be at TVC's sole cost and expense. Any assignment of this Agreement by TVC shall be by a written instrument executed with the formality of a deed on behalf of TVC assigning such rights, obligations and duties to the assignee, on behalf of the assignee assuming such rights, obligations and duties, and, to the extent required hereunder, on behalf of the County evidencing its consent to such assignment. Such assignment shall also set forth the address of the assignee for purposes of receiving notices under this Agreement in accordance with paragraph 16 herein below. Upon the complete execution of such assignment and delivery of a copy of such assignment to the County, the County agrees that TVC shall be released from all assigned obligations and duties hereunder and that the County shall thereafter look solely to the Association or other assignee for the performance of such assigned obligations and duties.

14. INDEPENDENT CONTRACTOR. TVC shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make TVC or any of its agents or employees to be the agent, employee or representative of the County.

15. TERMINATION. This Agreement may be terminated with or without cause by either party upon sixty (60) days' written notice thereof to the other party; provided, however, that upon termination, TVC or, if this Agreement has been assigned as permitted hereunder, then the applicable assignee of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Ways, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida Statute or County Code.

16. NOTICE; NOTICE OF BREACH. Notice under this Agreement shall be given to the County at the offices of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 and of the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida 32940. Notice under this Agreement shall be given to TVC at 7380 Murrell Road, Suite 201, Viera, Florida 32940 or by email to [maryellen.mckibben@duda.com](mailto:maryellen.mckibben@duda.com) and [vieralegal@duda.com](mailto:vieralegal@duda.com). In the event the County determines TVC has breached any term or provision of this Agreement, the County shall provide written notice of such breach to TVC and TVC shall have thirty (30) days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty (30) day period, then TVC shall have such longer period to cure the breach as is reasonably necessary provided, however, that TVC commences reasonable action to remedy the breach within such thirty (30) day period

and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

17. RIGHT TO AUDIT RECORDS. In the performance of this Agreement, TVC shall keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of TVC) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to TVC not less than five (5) business days advance notice and shall be retained by TVC for a period of five (5) years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by TVC or provided to TVC under the terms of this Agreement, are public records and TVC agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

18. WAIVER. The waiver by the County of any of TVC's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of TVC under this Agreement.

19. ENTIRETY AND MODIFICATIONS. This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and TVC as to the subject matter of this Agreement. This Agreement and any exhibits may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

20. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. ATTORNEY'S FEES AND VENUE. In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for **Brevard County, Florida, and ANY TRIAL SHALL BE NON-JURY.**

22. CONSTRUCTION OF AGREEMENT. The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, and have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

DONE, ORDERED and ADOPTED in Regular Session this 13 day of November, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



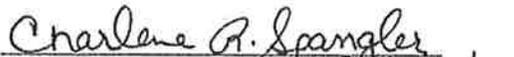
Rita Pritchett, Chair

As approved by the Board on 11/13/18

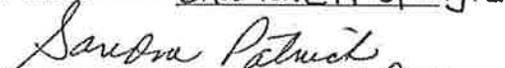
Approved as to legal form and content:

\_\_\_\_\_  
Assistant County Attorney

THE VIERA COMPANY,  
a Florida corporation

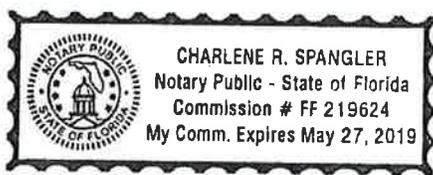
  
Printed name: Charlene R. Spangler

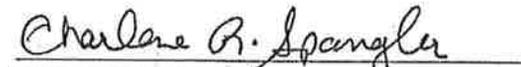
  
Name: Todd J. Pokrywa  
Title: President

  
Printed name: SANDRA PATRICK

STATE OF FLORIDA    }  
                                  }  
County OF BREVARD}

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2018, by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



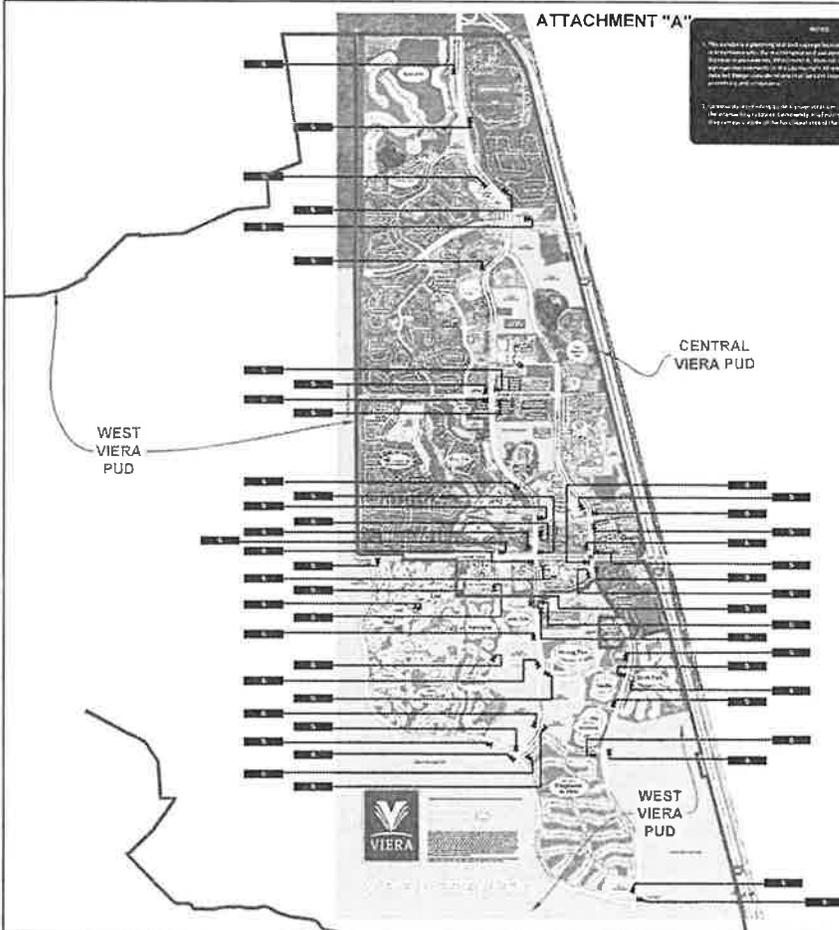
  
NOTARY PUBLIC  
Charlene R. Spangler  
Printed Name

**ATTACHMENT "A"**

**NOTES**

1. The contents of planning and public utility records, street names, lot numbers, and other information shown on this map are for informational purposes only. The information shown on this map is not intended to be used as a legal document. The information shown on this map is not intended to be used as a legal document. The information shown on this map is not intended to be used as a legal document.

2. The information shown on this map is not intended to be used as a legal document. The information shown on this map is not intended to be used as a legal document. The information shown on this map is not intended to be used as a legal document.

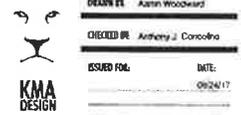


<b>DATE:</b>	Anthony M. Kuylenstierna				
<b>PROJECT NO.:</b>	0100-0100				
<b>ISSUE NO.:</b>					
<b>DATE:</b>					
<b>REVISION NUMBER:</b>					
<b>DATE:</b>					
<b>PROJECT #:</b>	1702 01	<b>SCALE:</b>	N/A	<b>PLAN TITLE:</b>	Location Plan
<b>NOTES:</b>					
■ Placeholders					

<b>LOCATION DESIGN:</b>	Plan 0100-0100		
<b>OFFICE:</b>	The Viera Company	<b>PROJECT:</b>	The Viera Company Wynnding
<b>CUSTOMER APPROVAL:</b>		<b>DATE:</b>	
<b>DATE:</b>		<b>PREPARED BY:</b>	AM
<b>DATE:</b>		<b>CHECKED BY:</b>	AM
<b>DATE:</b>		<b>DATE:</b>	
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**PSP1**

ATTACHMENT "B"



DRAWN BY: Austin Woodward

CHECKED BY: Anthony J. Corcolino

ISSUED FOR: DATE: 09/24/17

REVISION NUMBER: DATE: 09/29/18  
 REVISION 6

PROJECT # 1702 01 SIGN TYPE(S) ST 02

DRAWING TITLE: Vehicular Directional - Option 1

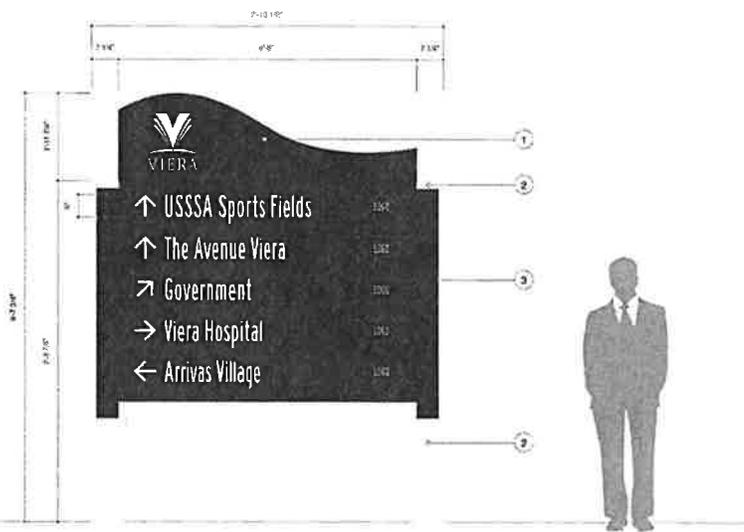
- NOTES
- Proposed Materials:
- Painted Aluminum to Match
    - Color: Weathered Corten Steel
    - Source: Central Sheet Service ([www.central-sheet.com](http://www.central-sheet.com))
  - Painted Aluminum w/ Texture to Match
    - Sand Finish
    - Source: Capstone, NC ([www.capstone.com](http://www.capstone.com)) (607) 877-7656
  - Reflective Vinyl Graphics

OWNER: The Viera Company PROJECT: The Viera Company Wayfinding

CUSTOMER APPROVAL: DATE:

KMA DESIGN THE VIERA COMPANY SHEET  
 104 Broadway Street V. 412-429-4071  
 Carnegie, Pa. 15108 F. 412-429-4074

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01 Vehicular Directional - Option 1 Elevation

Scale: 1/2" = 1'-0"

**Attachment "C"**  
**Viera Community Wayfinding Signage Standards**

**General Standards**

- (1) These standards are informed by Chapter 14-51, Florida Administrative Code (F.A.C.) but have been modified to incorporate provisions that are applicable and appropriate to a Master Planned Community, where the developer and/or master property owners association (rather than a governmental agency) will be responsible for managing content and maintaining the signage system.
- (2) Number of Destinations per Signage Location
  - a. Not more than six eligible destinations shall be indicated at any signage location.
  - b. Smaller scale signage that indicates no more than four eligible destinations shall also be permissible.
- (3) Guidelines for Eligible Destinations
  - a. Hospitals
  - b. Veterans' Hospitals, clinics or similar facilities designated as the regional treatment center or State Veterans' nursing homes
  - c. Medical facilities/research providing by advance appointment, specialized surgery or treatment of human diseases, providing both in-patient and out-patient services, and other medical related facilities (nursing homes, assisted living, retirement facilities, mental health, etc.)
  - d. Regional malls or regional shopping centers
  - e. Arenas, auditoriums, amphitheaters, civic centers, convention halls, stadiums, major tourist attractions, fairgrounds, and zoos
  - f. Directions to primary highways or major streets, whether federal, state, local or private facilities
  - g. Military bases and associated facilities
  - h. Historical, cultural, or recreational attractions, and Historic Districts
  - i. Post Offices, including small businesses that are under contract with the United States Postal Services (USPS)
  - j. Libraries
  - k. Courthouses
  - l. Constitutional Officials, including but not limited to Tax Collectors, Sheriff, Property Appraiser, county and municipal local government Officials and offices
  - m. Schools, public or private colleges or universities, vocational/technical center campuses, or other educational institutions/facilities, whether for-profit or non-profit
  - n. Multi-use developments or redevelopment areas, such as Town Centers or Village Centers
  - o. Recreation facilities or parks, including but not limited to:
    1. Community centers
    2. Swimming pools or splash parks

3. Baseball/softball/soccer and other sports fields, tennis/pickleball and other sports courts
  4. Training centers
  5. Private or public country clubs or golf courses
  6. Playgrounds
  7. Nature trails, conservation or protection areas, wilderness parks, watersheds, trailheads and crossings
- p. Business Plazas, including but not limited to:
1. Chambers of Commerce
  2. Industrial parks and plants
  3. Commerce centers
  4. Shopping or outlet centers
  5. Mixed-use developments or re-developments (retail, and/or office, and/or residential, and/or commercial facilities)
  6. Nonprofit organizations
- q. Community facilities, including but not limited to:
1. Churches or other worship centers
  2. Subdivisions or neighborhoods

### **Technical Standards**

- (1) All regulatory, warning, and general service signs within the community wayfinding guide system plan shall conform to the MUTCD. Community wayfinding guide signs shall not be installed where adequate spacing cannot be provided between the community wayfinding guide sign and higher priority signs. Community wayfinding guide signs shall not be installed in a position where they could obscure the road users' view of other traffic.
- (2) Community wayfinding guide signs shall not be allowed within the right-of-way of limited access facilities, including ramps and frontage roads.
- (3) Community wayfinding guide signs shall be designed, installed, and maintained in accordance with the standards referenced in subsections 14-51.014(7) F.A.C.
- (4) Community wayfinding signs shall not interfere with official traffic control signs/devices, impair visibility.
- (5) During the permit review process, the applicant shall show all existing signage within the county right-of-way and the separation to the proposed wayfinding sign.
- (6) Community wayfinding guide signs shall not be mounted overhead.
- (7) Community wayfinding guide and pedestrian wayfinding signs and their supporting structures shall be designed, constructed, and installed to meet FDOT and MUTCD clear zone and safety criteria, including breakaway features. The structural design shall be signed and sealed by a Professional Engineer registered in the State of Florida.
- (8) Community wayfinding guide signs shall be located in advance of the intersecting roadway that is the most direct or desirable route to the facility. Community

wayfinding guide signs be located so that they remain outside of the functional area of the intersection.

### **Graphic Design Standards**

- (1) Red, yellow, orange, purple, or the fluorescent versions thereof, fluorescent yellow-green, or fluorescent pink shall not be used as background colors for community wayfinding guide signs, in order to minimize confusion with critical, higher-priority regulatory, warning, construction, or incident management sign color meanings readily understood by road users.
- (2) Background colors, other than those stated in subsection (1), shall be allowed on community wayfinding guide signs.
- (3) A minimum contrast value of legend color to background color of 70 percent is required for community wayfinding guide signs (ADA minimum contrast value).
- (4) Enhancement markers may be used, at the option of the applicant, as a means of visually identifying the sign as a part of an overall system of community wayfinding guide signs. The size and shapes of identification enhancement markers shall be smaller than the community wayfinding guide signs themselves. Identification enhancement markers shall not be designed to have an appearance that could be mistaken by road users as being a traffic control device.
- (5) The area of an identification enhancement marker shall not exceed 1/5 the area of the community wayfinding guide sign with which it is mounted in the same sign assembly.
- (6) A pictograph designed appropriately for use on traffic control devices may be incorporated into the overall design of a community wayfinding guide sign. If a pictograph is used, its height shall not exceed two times the height of the upper-case letters of the principle legend on the sign.
- (7) Logos or other graphic images associated with eligible destinations shall be allowed on the right side of each panel on the community wayfinding guide signs. See signage exhibits for examples.
- (8) There shall be a maximum of five eligible destinations shown on each community wayfinding guide sign.
- (9) A lettering style other than the Standard Alphabets provided in the Standard Highway Signs and markings book may be used on community wayfinding guide signs if it is determined that the legibility and recognition values for the chosen lettering style meet or exceed the values for the Standard Alphabets for the same legend height and stroke width.
- (10) The minimum specific ratio of letter height to legibility distance shall comply with provisions of Section 2A.14 of the MUTCD. The size lettering used for destination and directional legends on community wayfinding guide signs shall comply with the provisions of minimum letter heights as provided within Section 2D.06 of the MUTCD.

- (11) The lettering for destinations on community wayfinding guide signs shall be a combination of lower-case letters with initial upper-case letters. All other word messages on community wayfinding guide signs shall be in all upper-case letters.
- (13) The arrow location and priority order of destinations shall follow the provisions described in Section 2D.08 and Section 2D.34 of the MUTCD. The positioning of arrows relative to the destinations shown shall be in accordance with Section 2D.34 of the MUTCD.
- (14) All messages, borders, legends, and backgrounds of community wayfinding guide signs and any enhancement markers shall be retroreflective and in accordance with Section 994 (Retroreflective and Nonreflective Sign Sheeting) of the Standard Specifications for Road and Bridge Construction 2010, referenced in subsection 14-51.014(9), F.A.C.