

Meeting Date
November 7, 2017



AGENDA	
Section	Consent
Item No.	#.A.2.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval RE: Amendment, Assignment and Assumption of Use Agreement with The Viera Company for Improvements Within the Right of Way of Murrell Road to Viera East Community Association – District 4 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department – Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Amendment, Assignment and Assumption of Use Agreement with The Viera Company for improvements in the public right of way of Murrell Road to Viera East Community Association.

Summary Explanation & Background:

On February 12, 1991, the Board entered into Use Agreement with The Viera Company (TVC). This Use Agreement granted TVC permission to install landscaping, signage and irrigation improvements on a portion of the County-owned right of way of Murrell Road north of Wickham Road. Presently, TVC and the County desire to amend the Use Agreement to clarify the applicable right-of-way along Murrell Road from the intersection of Wickham Road north to Devereux Drive. The Exhibit “B” of the Agreement, including Exhibit “B-1” – “B-4” will be replaced with *Replacement Exhibit “B”*. In addition to the updated exhibit, the Use Agreement will be amended to include provisions for enforceability and venue. Furthermore, TVC desires to assign the Use Agreement to Viera East Community Association (VECA), as provided for in Paragraph 10. These changes have been reviewed and approved by the County Attorney’s Office.

The County is authorized to allow the use of the 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 Amendment, Assignment and Assumption of Use Agreement, VECA shall be required to maintain the improvements without cost to the County. Additionally, VECA is required to provide general liability insurance during the term of the Agreement.

Fiscal Impact: FY 2017/2018 – There is no fiscal impact to Brevard County as a result of this action.

Clerk to the Board Instructions: Please return one fully-executed Amendment, Assignment and Assumption of Use Agreement to the Public Works Department.

Exhibits Attached: Amendment, Assignment and Assumption of Use Agreement (2)

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager
 Frank Abbate

Assistant County Manager
 John P. Denninghoff

Department Director / Extension

Interim Assistant County Manager
 Jim Liesenfelt

Andrew J. Holmes, P.E. / 57202

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor:	
2. Fund/Account #:	Department Name: Public Works
4. Contract Description: Amendment, Assignment and Assumption to Use Agreement from TVC to VECA	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: EXT 52853
7. Dept./Office Director: Andrew J. Holmes, P.E., Public Works Director	8. Contract Type: Use Agreement
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	thw	11/3/17
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____	Deq	10/25/17

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL 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 database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999
November 8, 2017

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

MEMORANDUM

TO: Andrew Holmes, Public Works Director

RE: Item II.A.2., Amendment, Assignment and Assumption of Use Agreement with The Viera Company for Improvements Within the Right-of-Way of Murrell Road to Viera East Community Association

The Board of County Commissioners, in regular session on November 7, 2017, approved and authorized the Chairman to execute the Amendment, Assignment and Assumption of Use Agreement with The Viera Company for improvements in the public right-of-way of Murrell Road to Viera East Community Association. Enclosed is a fully-executed Amendment, Assignment and Assumption Use Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Assistant County Manager Denninghoff
Contracts Administration

**AMENDMENT, ASSIGNMENT AND ASSUMPTION
OF
USE AGREEMENT
(Murrell Road/Wickham Road Intersection Median)**

THIS AMENDMENT, ASSIGNMENT AND ASSUMPTION OF USE AGREEMENT (this “Assignment”) is dated as of November 7, 2017 (the “Effective Date”) and is among the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”), THE VIERA COMPANY, a Florida corporation (“Assignor”), as assignor, and VIERA EAST COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (“Assignee”), as assignee.

RECITALS

A. Assignor and the County entered into that certain Use Agreement dated February 12, 1991 relating to Assignor’s installation of signage, hardscape and landscaping, and/or related improvements within the public right-of-way along Murrell Road within the Viera East community in Viera, Florida (the “Agreement”);

B. Assignor and the County desire to amend the Agreement to clarify the applicable right-of-way-area that is the “Property” subject to the Agreement (the “Property”); and

C. Assignor has completed the installation of the improvements to be installed by Assignor within the Property under the Agreement, and now desires to assign its rights, duties, and obligations arising from and after the Effective Date under the Agreement to Assignee as intended under the Agreement.

Now, therefore, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the County, Assignor and Assignee, the County, Assignor and Assignee hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into this assignment by this reference.

2. Amendment. The Agreement is hereby amended as follows:

- a. The Property that is subject to the Agreement is that certain roadway median area along Murrell Road running from the intersection of Wickham Road to Devereux Drive.
- b. Exhibit “B” of the Agreement (including Exhibit “B-1” – Exhibit “B-4” included therein) is deleted in its entirety and replaced with Replacement Exhibit “B” attached hereto and incorporated herein by this reference.
- c. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following provisions:

“In the event of any legal action to enforce, interpret, or construe the terms of this Use Agreement, each party shall bear its own attorney’s fees and costs. Venue for any legal action brought by any party to this Use Agreement to interpret, construe or enforce this Use Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.”

3. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor's rights and interest under the Agreement to Assignee that arise from and after the Effective Date. Further, Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Agreement that arise from and after the Effective Date. Assignee hereby accepts the above-referenced assignment of rights and delegation of duties and obligations of Assignor under the Agreement and assumes all of the rights, duties, and obligations of Assignor under the Agreement that arise from and after the Effective Date. The County hereby consents of such assignment and delegation.

4. Notices. Each notice, request, demand, and other communication delivered under the Agreement to the County or to Assignee, as assignee of the Agreement, shall be addressed to such recipient party at the following address unless otherwise advised by such party in writing:

To the County: Brevard County Manager
2725 Judge Fran Jamieson Way
Building C
Melbourne, FL 32940

To Assignee: Viera East Community Association, Inc.
c/o Fairway Management
Attn: Mr. Thomas Dillon
1331 Bedford Dr., Suite 103
Melbourne, FL 32940

5. Partial Invalidity. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by applicable law.

6. Governing Law; Submission to Jurisdiction. This Assignment shall be governed by, and construed in accordance with, the law of the State of Florida applicable to contracts made within and to be performed within the State of Florida. The parties hereto agree to submit to personal jurisdiction in the State of Florida in any action or proceeding arising out of this Assignment and, in furtherance of such agreement, the parties hereby agree and consent that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the parties in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of Florida. In the event of any action to enforce the terms of this Assignment, each party shall bear its own attorney's fees and any trial shall be a non-jury trial.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any counterpart delivered by electronic transmission shall be deemed an original counterpart from the sending party.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the County, Assignor and Assignee have signed this Assignment as of the date set forth on the first page of this Assignment:

ATTEST:

Scott Ellis
Scott Ellis, Clerk

APPROVED AS TO FORM:

[Signature]
Assistant County Attorney

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY FLORIDA,

By: *[Signature]*
Curt Smith, Chairman

As approved by the Board November 7, 2017

WITNESSES:

Charlene R. Spangler
Name: Charlene R. Spangler

Sandra Patrick
Name: SANDRA PATRICK

ASSIGNOR:

THE VIERA COMPANY,
a Florida corporation

By: *[Signature]*
Name: Stephen L. Johnson
Title: President
Date: October 31, 2017

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 31st day of October, 2017, by STEPHEN L. JOHNSON as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me.

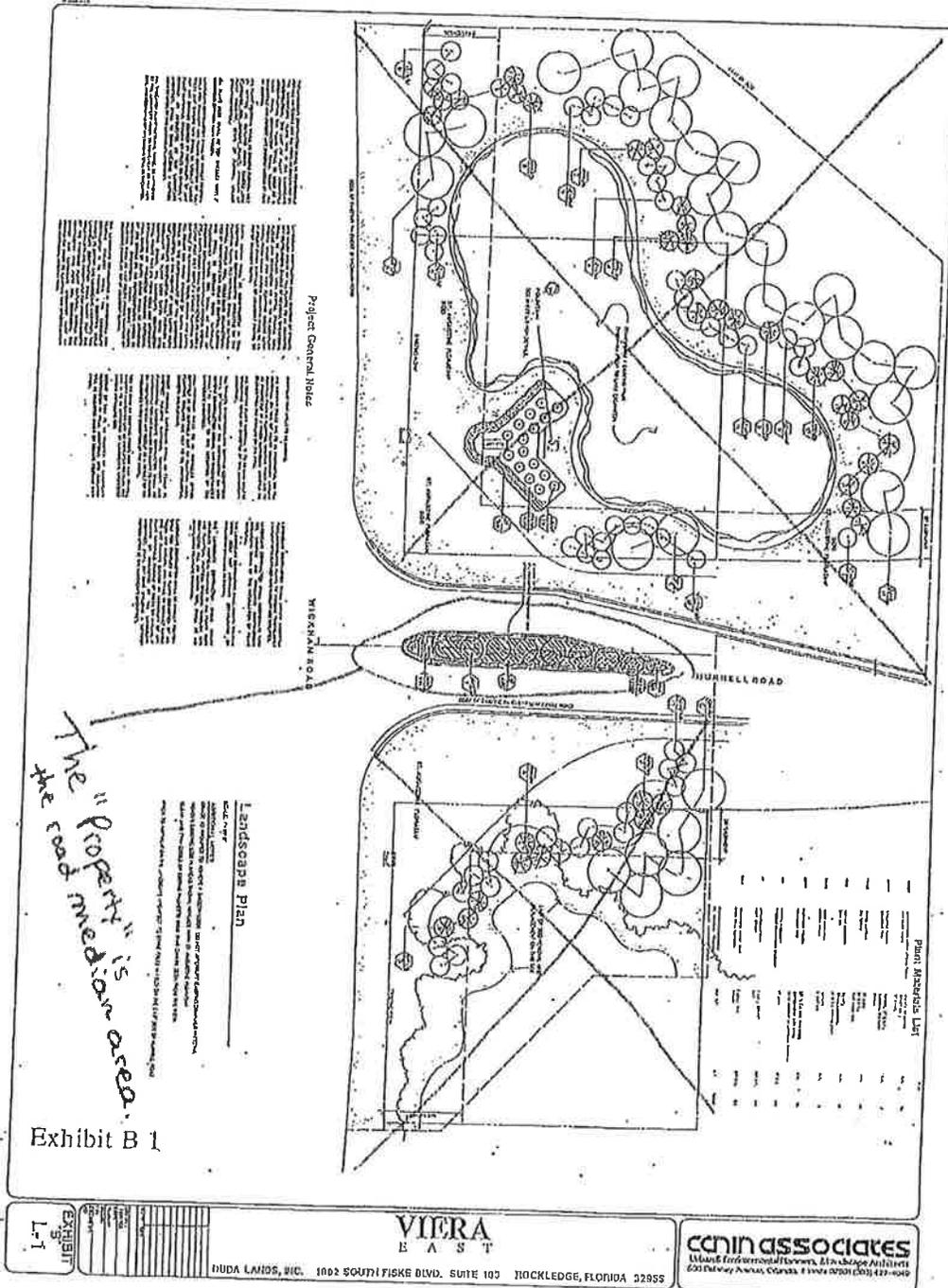


Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public, State of Florida
Commission No.: FF219624
My Commission Expires: 5/27/2019

(SIGNATURE OF ASSIGNEE IS ON THE FOLLOWING PAGE.)

Replacement Exhibit B

Replacement Exhibit "B"



The "Property" is an area
the road median area.

Exhibit B 1

USE AGREEMENT

THIS USE AGREEMENT is made and entered into this 12th day of February, 1991 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation (hereinafter referred to as the "Owner").

WITNESSETH:

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The initial term of this Use Agreement shall commence with the date of execution of this Agreement by both parties and expire on December 31, 2019. The term of this Use Agreement shall automatically be renewed for successive ten (10) year renewal terms unless either party elects to terminate this Use Agreement by delivering written notice thereof to the other party at least sixty (60) days prior to the expiration of the initial or any renewal term.
2. The County hereby agrees to permit, and does permit, the Owner to use, on a nonexclusive basis, the real property described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property"), during the term of this Agreement for the purposes specified in paragraph 3 hereinbelow.
3. The Owner shall use the Property for landscaping, signage, entrance features and related purposes. Except for the signage, entrance features and irrigation improvements described in Exhibit "B", attached hereto and made a part hereof, and those improvements approved by the County pursuant to paragraph 4 hereinbelow, no permanent structures may be erected within the Property. It is specifically agreed and understood that the uses herein set forth shall be the only uses allowable under this Use Agreement, that any variance in such use shall require the written consent of the County, and that the Owner's failure to comply with this provision shall be considered a material breach of this Use Agreement.

4. All plans and specifications for the Owner's use of the Property shall be reviewed and approved by the County, which approval shall not be unreasonably withheld or delayed. The Owner shall be responsible for obtaining and paying for all required permits and inspections of any improvements installed by the Owner within the Property.

It is understood and agreed that all signage constructed on the Property by the Owner pursuant to this Use Agreement shall not exceed eight feet (8') in height (provided that if after the date hereof signage regulations of the County allow signage to be greater than eight feet (8') in height, signage constructed on the Property by the Owner may exceed eight feet (8') in height if it complies with applicable signage regulations of the County). The height of signage shall be measured from the existing grade, and not the height of any berms on which signage may be installed. All signage shall be installed at distances from existing roadways which comply with Brevard County's signage regulations or which are otherwise approved by the County. The County shall have the right to remove signs which the County deems a safety hazard, provided that the County's determination that the sign is a safety hazard is based upon generally accepted traffic industry standards.

5. The Owner shall make no unlawful, improper, immoral or offensive use of the Property, nor will the Owner use the Property for any purpose other than that hereinabove set forth. The Owner's failure to comply with this provision shall be considered a material default under this Use Agreement.

6. The Owner 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 Property by the Owner or any improvement constructed by the Owner thereon or any equipment or fixtures used by the Owner in connection with the Property. The Owner 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 the use of the Property by the Owner and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceeding.

All personal property, equipment, fixtures, structures or improvements constructed on or placed on or about the Property shall be at the risk of the Owner, and the County shall not be liable for any damage or loss to the Owner's personal property, equipment, fixtures, structures or improvements located thereon for any cause whatsoever. The Owner 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 the Owner's interest therein.

7. The County or its agents may enter in and on the Property at any reasonable time for the purpose of inspecting the Property or performing other duties as are required by law or by the terms of this Use Agreement.

8. The Owner shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to the Owner's use of the Property, and shall be responsible for the correction, prevention and abatement of nuisances or other grievances arising out of or connected with the Owner's use of the Property during the term of this Use Agreement.

9. By entering into this Use Agreement, the Owner does not obligate itself to construct, install or maintain any specific landscaping, signage, entrance feature or other improvements. The County retains responsibility for maintaining roadway, drainage and associated improvements within the Property to the extent the County is otherwise responsible for such maintenance. The Owner shall only be obligated to maintain those landscaping, signage, entranceway and related improvements which the Owner installs within the Property.

10. The Owner may assign its rights and duties under this Use Agreement through a supplemental agreement, but only with the prior written consent of the County. The consent of the County to any such assignment may not be unreasonably withheld or delayed. Under the terms of any such assignment, the assignee must assume all of the duties and obligations of the Owner under this Use Agreement. Upon the assignment of its rights and duties under this Use Agreement and consent thereto by the County, the Owner shall be released of all of its duties and obligations under this Use Agreement.

11. In the event of default under this Use Agreement, the nondefaulting party, after giving the defaulting written notice of the default and the defaulting party's failure to cure such default within twenty (20) days after receipt of such notice, shall have the right to terminate this Use Agreement by delivering fifteen (15) days' written notice thereof to the defaulting party.

12. Any notice or other communication permitted or required to be given, delivered or made pursuant to this Use Agreement by one party to the other shall be in writing and shall be personally delivered or mailed, by registered or certified United States mail, postage prepaid, return receipt requested, to the other party entitled or required to receive the same, at the respective addresses as set forth hereinbelow:

COUNTY:

Development Plan Review Commission
2575 N. Courtenay Parkway
Merritt Island, Florida 32953

OWNER:

The Viera Company
1802 S. Fiske Boulevard, Suite 103
Rockledge, Florida 32955
Attn: Perry J. Reader

With a copy to:

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Post Office Box 2346
Orlando, Florida 32802
Attn: R. Mason Blake, Esquire
Albert D. Capouano, Esquire
Stephen J. Bozarth, Esquire

Any notice so given, delivered or made by mail shall be deemed to have been given, delivered or made on the third day following the date the same is deposited in the United States mail in the manner specified hereinabove. Any notice which is not so given, delivered or made by United States mail in the manner so specified above shall be deemed to have been duly given, delivered or made upon actual receipt of the same by the party to whom the same is given, delivered or made. Any party may change the address to which notices are to be sent to such party by written notice in the manner provided for herein to all of the parties listed hereinabove specifying such change of address.

13. This Use Agreement represents the complete and entire understanding and agreement between the County and the Owner with regard to all matters pertaining to the use of the Property by the Owner. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, shall be binding upon any party hereto unless specifically set forth in this Use Agreement.

14. This Use Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

15. This Use Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto as well as their respective successors and permitted assigns. This Use Agreement is intended to be solely for the benefit of the County and the Owner. No rights shall accrue to any third party as a result of this Use Agreement, and no third party shall be entitled to enforce this Use Agreement.

16. In the event of any litigation arising out of this Use Agreement, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party all costs and expenses of such litigation and reasonable attorneys' fees as fixed by the court, including those incurred on any appeal.

IN WITNESS WHEREOF, the parties hereto have hereunto set their bonds and seals on the day and year first written above.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: Sue Schmitt
Sue Schmitt
Chairperson

Attest: R. C. Winstead, Jr.
R. C. Winstead, Jr.
Clerk

THE VIERA COMPANY
By: Perry J. Reader
PERRY J. READER, vice
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Sue Schmitt and R. C. Winstead, Jr., to me known and known to be the persons described in and who executed the foregoing Use Agreement as Chairperson and Clerk of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board of County Commissioners and that said Use Agreement is the act and deed of said Board of County Commissioners.

Witness my hand and official seal in the state and county last aforesaid this 12TH day of February, 1991.

(NOTARIAL SEAL)

Samuel A. Salbeck
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 10, 1992
Bonded Thru Troy Fahn - Insurance Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared PERRY J. READER, to me known and known to be the person described in and who executed the foregoing Use Agreement as Vice President of THE VIERA COMPANY, a Florida corporation, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and

purposes therein mentioned, and that he affixed thereto the official seal of said corporation and that said Use Agreement is the act and deed of said corporation.

Witness my hand and official seal in the state and county last aforesaid this 10th day of April, 1990.

(NOTARIAL SEAL)

Molly Harrison
Notary Public, State of Florida

My Commission Expires:



EXHIBIT "A"

ROADWAY EASEMENT

An Ingress, Egress & Public Utilities Easement lying in Sections 3 & 10, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 10 and run N 00°58'45" W along the East line of said Section 10 for a distance of 50.04 feet to a point lying on the North right of way line of Wickham Road (100' Right of Way); thence run S 86°40'00" W along said North right of way line for a distance of 1,791.05 feet; thence run S 89°31'32" W continuing along said North right of way line for a distance of 453.39 feet to the POINT OF BEGINNING of the centerline of a 120.00 foot wide Ingress, Egress & Public Utilities Easement lying 60.00 feet on each side of the following described centerline; thence run N 00°28'28" W perpendicular to said North right of way line for a distance of 200.00 feet to the point of curvature of a circular curve to the left having a radius of 1,145.92 feet; thence run Northerly along the arc of said curve through a central angle of 12°00'00" for a distance of 240.00 feet to the point of tangency of said curve; thence run N 12°28'28" W for a distance of 928.51 feet to the point of curvature of a circular curve to the right having a radius of 1,145.92 feet; thence run Northerly along the arc of said curve through a central angle of 24°00'00" for a distance of 480.00 feet to the point of tangency of said curve; thence run N 11°31'32" E for a distance of 351.25 feet to the point of curvature of a circular curve to the left having a radius of 3,131.83 feet; thence run Northerly along the arc of said curve through a central angle of 33°21'56" for a distance of 1,832.90 feet to the point of tangency of said curve; thence run N 22°00'24" W for a distance of 980.87 feet to the point of curvature of a circular curve to the right having a radius of 1,145.92 feet; thence run Northerly along the arc of said curve through a central angle of 27°00'24" for a distance of 540.14 feet to the point of tangency of said curve; thence run N 05°00'00" E for a distance of 468.53 feet to the point of curvature of a circular curve to the left having a radius of 1,145.92 feet; thence run along the arc of said curve through a central angle of 27°00'00" for a distance of 540.00 feet; thence run N 22°00'00" W for a distance of 1,399.77 feet to the point of curvature of a circular curve to the right having a radius of 1,145.92 feet; thence run Northerly along the arc of said curve through a central angle of 27°30'00" for a distance of 550.00 feet; thence run N 05°30'00" E for a distance of 777.79 feet to the Point of Termination of said 120.00 foot wide Ingress, Egress & Public Utilities Easement.

OFF. REC.

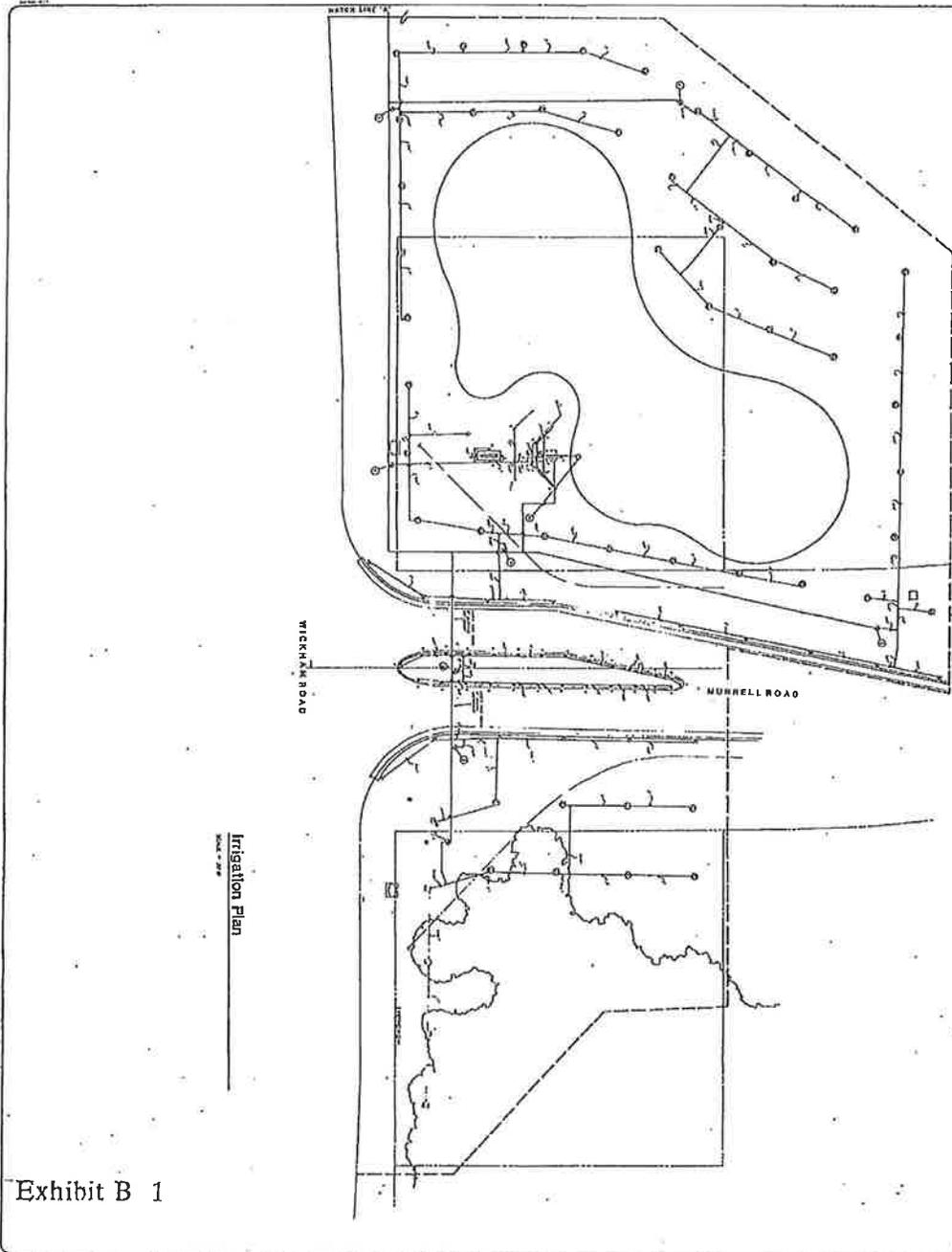
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EXHIBIT "B"

1. Entrance features as shown on the attached entrance plan (Exhibit "B-1")
2. Landscaping and walkways/trailways as shown on the attached right-of-way buffer plans (Exhibit "B-2")
3. Signage as shown on the attached signage description (Exhibit "B-3")
4. Street lighting as shown on the attached street section (Exhibit "B-4")

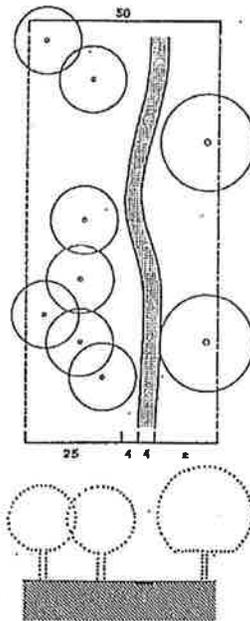


Irrigation Plan

Exhibit B 1

EXHIBIT B 1	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	VIERA EAST DUGA LAND, LLC 1802 SOUTH FISKE BLVD. SUITE 103 ROCKLEDGE, FLORIDA 32955	cmh associates Urban & Environmental Planners, & Landscape Architects 550 University Avenue, Oklawaha, Florida 32801-2691 407-461-0100
	PROJECT: _____ SHEET NO.: _____ OF _____		

Exhibit B 2
RIGHT-OF-WAY BUFFER PLANS
 (180 Feet, 150 Feet, 120 Feet, 80 Feet)
 Commercial



Commercial Parcels (Abutting Building or Open Space/Pond)

Semi-Opaque Buffer Landscape

Street Trees

(See Street Section of abutting right-of-way.)

Buffer Trees

Minimum of 5 accent/flowering trees each 100 linear feet of linear feet of right-of-way frontage.

Buffer Shrubs

Minimum 50 shrubs each 100 linear feet of frontage.

Berm

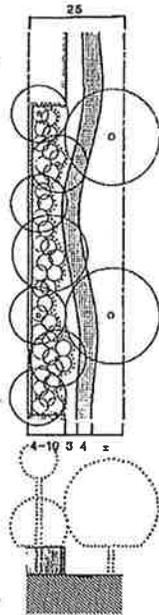
2-4 feet high, 15-25 feet wide continuous berm.

Pathway

4-foot concrete walk, meandering alignment.

Exhibit B 2
RIGHT-OF-WAY BUFFER PLANS

(180 Feet, 150 Feet, 120 Feet, 80 Feet)
 Residential and Office



Residential Lots Abutting Right-of-Way

Opaque Buffer Landscape

Street Trees

(See Street Section of abutting right-of-way.)

Buffer Trees

Minimum of 5 accent/flowering trees or palms each 100 linear feet of right-of-way frontage.

Buffer Shrubs

Minimum of 50 shrubs each 100 linear feet of right-of-way frontage.

Wall

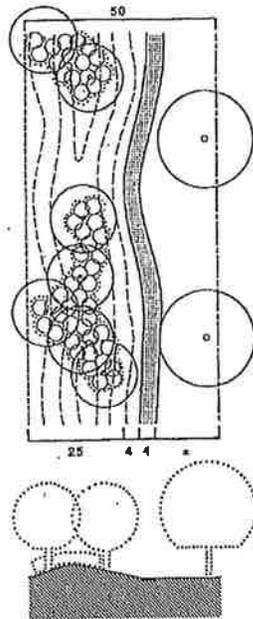
6-foot high opaque masonry or block/stucco, 4-10 feet offset each lot width.

Pathway

4-foot concrete walk, meandering alignment.



Exhibit B 2
RIGHT-OF-WAY BUFFER PLANS
 (180 Feet, 150 Feet, 120 Feet, 80 Feet)
 Commercial



Commercial Parcels (Abutting Parking)

Semi-Opaque Buffer Landscape (Abutting Parking)

Street Trees

(See Street Section of abutting right-of-way.)

Buffer Trees

Minimum of 5 accent/flowering trees each 100 linear feet of linear feet of right-of-way.

Buffer Shrubs

Not required.

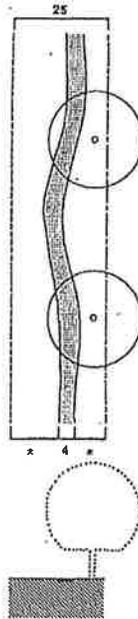
Berm

Not required.

Pathway

4-foot concrete walk, meandering alignment.

Exhibit B 2
RIGHT-OF-WAY BUFFER PLANS
 (180 Feet, 150 Feet, 120 Feet, 80 Feet)
 Residential and Office



Residential Golf Fairways Ponds and Open Space Abutting Right-of-Way Office Parcels Abutting Right-of-way

Semi-Opaque Buffer Landscape

Street Trees

(See street tree section of abutting right-of-way.)

Buffer Trees

Not required, except for abutting parking lots where minimum of 5 accent/flowering trees each 100 linear feet of right-of-way frontage required.

Buffer Shrubs

Not required except for abutting parking lots where continuous hedge 4-foot height is required.

Wall

Not required.

Pathway

4-foot concrete walk, meandering alignment.

Exhibit B 4
SIGNAGE STREET SECTION

