



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.3.

2/24/2026

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### Subject:

Approval, Re: Joint Release of Drainage Easement from The Viera Company, as related to the Dave and Buster's Restaurant and Arcade - District 4.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition Office

### Requested Action:

It is requested that the Board of County Commissioners accept and authorize the Chair to execute the attached Joint Release of Drainage Easement.

### Summary Explanation and Background:

The subject property is located in Section 9, Township 26 South, Range 36 East, north of Napolo Drive and west of Bromley Drive in Viera.

Dave and Buster's submitted site plan number 25SP00006 for review and approval by the County for the development of a restaurant with an arcade. As part of the site plan approval, an existing Drainage Easement to Brevard County, as recorded in Official Records Book 4644, Page 1354, is no longer needed and is to be released. A new drainage easement will be required to allow the County to maintain the portion of the drainage pipe that is located outside of the County right-of-way and on private property. The project involves the development of a commercial lot within Bromley Center that will utilize Lake No. 3, which is part of the master surface water management system serving Basin V. The temporary detention pond is proposed to be filled since it is no longer needed due to the Bromley Drive improvements rerouting the stormwater drainage system to Lake No. 3. The Viera Company, owner, has agreed to release the existing drainage easement for the temporary pond. Upon termination of the existing drainage easement, The Viera Company shall dedicate the required drainage easement to the County, which will be accepted by the Public Works Director in accordance with BCC-24 and AO-37.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

### Clerk to the Board Instructions:

Upon execution by the Chair, the Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Joint Release of Drainage Easement.



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

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

February 25, 2026

**M E M O R A N D U M**

**TO:** Marc Bernath, Public Works Director

**RE:** F.3., Joint Release of Drainage Easement from The Viera Company, as Related to the Dave and Buster's Restaurant and Arcade

The Board of County Commissioners, in regular session on February 24, 2026, accepted and authorized the Chair to execute Joint Release of Drainage Easement from The Viera Company as related to the Dave and Buster's Restaurant and Arcade. Enclosed is a fully-executed Release of Drainage Easement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A211, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 26-36-09-VH-A-1

JOINT RELEASE OF DRAINAGE EASEMENT

Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and The Viera Company, a Florida corporation, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, hereby releases and terminates the attached drainage easement recorded on July 24, 2002 in Official Records Book 4644, Page 1354, of the Public Records of Brevard County, Florida:

See attached Exhibit "A"

IN WITNESS WHEREOF, Brevard County, Florida and The Viera Company have executed this Joint Release of Easement this day and year aforesaid.

ATTEST:   
Rachel M. Sadoff, Clerk

Board of County Commissioner of  
Brevard County, Florida  
  
Thad Altman, Chair

As approved by the Board on: FEB 24 2026

  
Witness  
Michele Rivard  
Print Name  
Address: 7380 Murrell Rd., Ste. 201  
Viera, FL 32940

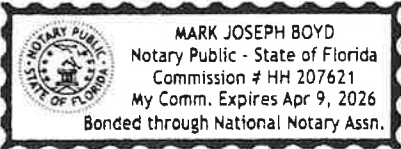
The Viera Company, a Florida corporation  
By:   
Todd J. Pokrywa, President

  
Witness  
Mark Joseph Boyd  
Print Name  
Address: 7380 Murrell Rd., Ste. 201  
Viera, FL 32940  
State of Florida  
County of Brevard

(Corporate Seal)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of January, 2026, by Todd J. Pokrywa, President for The Viera Company. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.



  
Notary  
Mark Joseph Boyd

This instrument prepared by:  
Jay A. Decator, III, Esq.  
The Viera Company  
7380 Murrell Road, #201  
Viera, Florida 32940

  
CFN:2002184312 07-24-2002 03:35 pm  
OR Book/Page: 4644 / 1354

**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 3 #Names: 2  
Trust: 2.00 Rec: 13.00 Serv: 0.00  
Deed: 0.70 Exclse: 0.00  
Mlg: 0.00 Int Tax: 0.00

**DRAINAGE EASEMENT**

THE VIERA COMPANY, a Florida corporation (hereinafter referred to as the "Grantor"), this 2<sup>nd</sup> day of June, 2002, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby grants and gives (subject to the reservations and other matters set forth hereinbelow) to COUNTY OF BREVARD, a political subdivision of the State of Florida (hereinafter referred to as the "Grantee"), an easement (hereinafter referred to as the "Easement") for the purpose of draining, discharging and detaining stormwater collected upon and flowing from the right-of-way of Napolo Drive into, over, across and upon that certain real property described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Easement Area").

TOGETHER WITH the right of reasonable ingress and egress over and across the Easement Area for the purpose of installing, repairing and maintaining stormwater drainage structures and related improvements located thereon; provided, however, that the foregoing rights granted to the Grantee in connection with the Easement shall not be deemed to impose any obligation whatsoever on Grantee to install, maintain, repair or replace, in whole or in part, any stormwater drainage structures or related improvements located within the Easement Area.

THE EASEMENT hereby granted is non-exclusive and is made subject to easements, conditions, restrictions, reservations and other matters of record, including, but not limited to, all permits issued by the St. Johns River Water Management District in connection with the use and operation of the Easement Area. The Grantor reserves unto itself, its assigns and successors-in-interest and/or title, and its and their respective employees, agents, invitees, and independent contractors, the right to use, pass and repass over and upon the Easement Area, and the right to construct, excavate, maintain, repair, modify, replace and improve stormwater detention, retention and treatment facilities and related improvements in, over, under, upon, across and through the Easement Area.

THE GRANTEE, by acceptance of this instrument, acknowledges that the Grantor may, in connection with developing the lands of which the Easement Area is a part, plat such lands and dedicate a non-exclusive drainage easement over the Easement Area, in whole or in part, to Brevard County as a substitute for, and in lieu of, the Easement granted hereunder. Therefore, all easements, rights and interests hereby granted to the Grantee, its assigns and successors-in-interest and/or title, with respect to any portion of the Easement Area hereafter the subject of a stormwater drainage easement so dedicated, shall automatically terminate and be in all respects extinguished, null, void and of no further force and effect upon recording a subdivision plat in the Public Records of Brevard County, Florida containing such a dedication to Brevard County. Furthermore, while the foregoing provisions are self-operative, the Grantee, by acceptance hereof, for itself and its assigns and successors-in-interest and/or title, agrees that, upon such platting and dedication of the Easement Area in whole or in part, the Grantee shall execute, acknowledge and deliver to the Grantor, within ten (10) days following written request therefor, such instrument or instruments in recordable form as shall be necessary or desirable to evidence and confirm, of record, the termination and extinguishment of all rights, easements and interests of the Grantee and the Grantee's assigns and successors-in-interest and/or title in and to that portion of the Easement Area so dedicated, which arise exclusively by, through or under this temporary drainage easement and not by virtue of the stormwater drainage easement dedicated to the Grantee under such recorded subdivision plat.

THE GRANTOR also reserves the right to relocate the Easement Area (or any part thereof) and all drainage improvements constructed or used by the Grantee located therein to facilitate the future development and/or use of the Easement Area and/or the Grantor's lands adjoining or

proximate to the Easement Area; provided that any such relocation is at the sole cost and expense of the Grantor and/or its successors and assigns and, (i) includes the relocation of necessary drainage improvements and detention capacity so that the relocated easement area functions at least as effectively and efficiently as the Easement Area prior to relocation, (ii) any and all construction plans relating to such relocation shall be submitted to the Grantee for the Grantee's approval, which approval shall not be unreasonably withheld or delayed, prior to the Grantor's commencing any replacement work, and (iii) the Grantor, upon completing any such relocation of the Easement Area, shall amend this instrument in a manner reasonably acceptable to the Grantee so that the Easement and associated rights granted hereunder pertain to the site of the re-located premises, and such amendment is recorded in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE GRANTOR:



CFN:2002184312  
OR Book/Page: 4644 / 1355

THE VIERA COMPANY, a Florida  
corporation

Name: NANDRA RAMNARINE

By:   
Stephen L. Johnson, Vice President

Name: BARBARA CAROLUS

(CORPORATE SEAL)

7380 Murrell Road, Suite 201  
Viera, Florida 32940



STATE OF FLORIDA )

COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of June, 2002, by Stephen L. Johnson, as Vice President of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

(NOTARIAL SEAL)

Print Name: NANDRA R. RAMNARINE

Notary Public, State of Florida

My Commission No. Is:

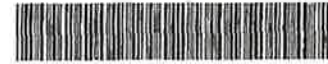
My Commission Expires:



Nandra R. Ramnarine  
My Commission DD063073  
Expires January 10, 2008

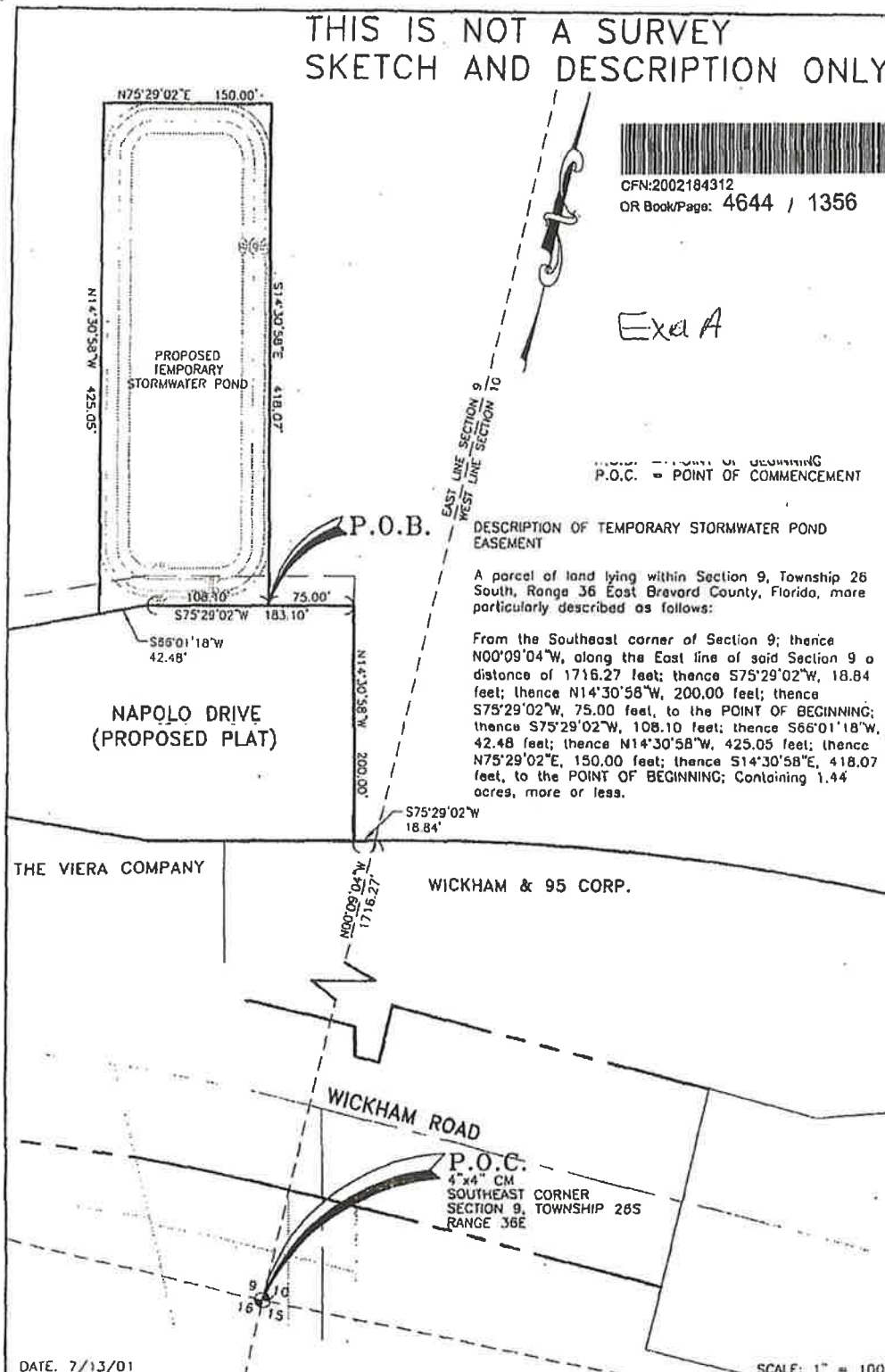
EXHIBIT "A"

THIS IS NOT A SURVEY  
SKETCH AND DESCRIPTION ONLY



CFN:2002184312  
OR Book/Page: 4644 / 1356

Exa A



DESCRIPTION OF TEMPORARY STORMWATER POND EASEMENT

A parcel of land lying within Section 9, Township 26 South, Range 36 East Bravard County, Florida, more particularly described as follows:

From the Southeast corner of Section 9; thence N00°09'04\"W, along the East line of said Section 9 a distance of 1716.27 feet; thence S75°29'02\"W, 18.84 feet; thence N14°30'58\"W, 200.00 feet; thence S75°29'02\"W, 75.00 feet, to the POINT OF BEGINNING; thence S75°29'02\"W, 108.10 feet; thence S66°01'18\"W, 42.48 feet; thence N14°30'58\"W, 425.05 feet; thence N75°29'02\"E, 150.00 feet; thence S14°30'58\"E, 418.07 feet, to the POINT OF BEGINNING; Containing 1.44 acres, more or less.

DATE: 7/13/01

SCALE: 1\" = 100'

This Description and this sketch have been prepared to conform with applicable Minimum Technical Standards as set forth by The Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.022, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This sketch is for the sole and exclusive benefit of the parties named herein and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this sketch or to any party not specifically named herein. This drawing is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper, and reproduction of this drawing without written permission of the surveyor is hereby forbidden.

WILLIAM A. LANE, PROFESSIONAL LAND SURVEYOR, FLORIDA CERTIFICATION No. 3913

JOB No. 10527 DWG No. 10527141  
**B.S.E. CONSULTANTS, INC.**  
CONSULTING, ENGINEERING, LAND SURVEYING  
312 S. Harbor City Blvd., Suite 4  
Melbourne, Florida (321) 725-3574

SCOTT M. GLAUBITZ, PROFESSIONAL LAND SURVEYOR, FLORIDA CERTIFICATION No. 4151  
B.S.E. CONSULTANTS, INC. LB No. 4905

## BOARD OF COUNTY COMMISSIONERS

### AGENDA REVIEW SHEET

AGENDA: Joint Release of Drainage Easement from The Viera Company, as related to the Dave and Buster's Restaurant and Arcade – District 4

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lisa J. Kruse / Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

|                                                             | APPROVE                                                                           | DISAPPROVE | DATE      |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|------------|-----------|
| LAND ACQUISITION<br>Lisa J. Kruse, Supervisor               |  | _____      | 1/29/26   |
| COUNTY ATTORNEY<br>Greg Hughes<br>Assistant County Attorney |  | _____      | 1/30/2026 |

## LOCATION MAP

### Section 9, Township 26 South, Range 36 East – District 4

PROPERTY LOCATION: North of Napolo Drive and west of Bromley Drive in Viera.

OWNERS NAME(S): The Viera Company

