



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

May 24, 2017

MEMORANDUM

TO: Andrew Holmes, Public Works Interim Director

RE: Item II.A.13., Amendment to Right-of-Way Use Agreement with The Viera Company, Inc. for Improvements Within the Right-or-Way

The Board of County Commissioners, in regular session on May 23, 2017, approved and authorized the Chairman to execute the Amendment to the Right-of-Way Use Agreement with The Viera Company Inc. for improvements to the right-of-way. Enclosed are two fully-executed Right-of-Way Use Agreements.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: Interim County Manager

AMENDMENT TO RIGHT-OF-WAY USE AGREEMENT

THIS AMENDMENT TO RIGHT-OF-WAY USE AGREEMENT (hereinafter referred to as this "Amendment") is made and entered into this 23 day of MAY, 2017 by and between The Viera Company, Inc., a Florida corporation, hereinafter referred to as "TVC," and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

WITNESSETH:

**WHEREAS**, installation of improvements in a public right-of-way requires a Right-of-Way Use Agreement and County approval through the right-of-way permitting process

**WHEREAS**, The COUNTY and TVC have previously entered into a Right-of-Way Use Agreement on October 9, 2012, hereinafter referred to as the "Agreement," a copy of which is attached as Exhibit "A" to this Amendment and incorporated herein by this reference; and

**WHEREAS**, the purpose of the Agreement was to permit improvements in the public right of way on Stadium Parkway, north of Watersong Way; and

**WHEREAS**, TVC desires to install additional illuminated signage, landscaping, sod, irrigation facilities and related improvements in other portions of the public right-of-way along Stadium Parkway and desires to amend the Agreement to expand the definition of "Premises" to include the portion of Stadium Parkway from the intersection with the public right-of-way Judge Fran Jamieson Way north to the northern boundary of the Viera DRI along Stadium Parkway before the City of Rockledge city limits begin (and the public right-of-way Stadium Parkway becomes the public right-of-way Fiske Boulevard), as more particularly described in the sketch attached hereto as Exhibit "B" and incorporated herein by this reference (the "Additional Premises"); thereby allowing TVC to apply for right-of-way permits as future improvements are planned, such as landscaping, signage and irrigation;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained, the parties hereby agree, as follows:

1. **RECITALS**: The above recitals are true and correct and incorporated into this Amendment by this reference. Any capitalized term not defined in this Amendment shall have the meaning given to such term in the Agreement.
2. **AMENDMENTS**: The Agreement is hereby amended as follows:
  - a. **Definitions**:
    1. **Premises**: The term "Premises" under the Agreement is hereby amended to include the Additional Premises. All references in the Agreement or this Amendment to the term "Premises" shall include the Additional Premises.
    2. **Landscape Plan**: The term "Landscape Plan" under the Agreement is hereby amended in its entirety to read as follows:

“The set of approved engineered drawings that have been submitted, or may be submitted by TVC and approved by the County in the future, as part of the permitting process for installation of improvements on the Premises and depicting the proposed improvements to be installed on the Premises, including Sheets L1 through L9 (attached hereto as Exhibit “C”) submitted pursuant to County Permit #16RW00602, and Drawing No. SN-1.0; LS-1.1 through LS-1.2; HS-1.1 through HS-1.3 more specifically specified as Cover, SN-1.0 Standard Notes and Drawing Symbols, LS-1.1 Landscape Plan, LS-1.2 Landscape Details and Plant List, HS-1.1 Hardscape Plan, HS-1.2 Hardscape Details, and HS-1.3 Hardscape Details/Finish Schedule (AECOM Project #60215790 dated November 7, 2012 prepared by AECOM) together with Irrigation Plans, Drawings Nos. 11129\_404\_001 through 003, dated 7/16/12 prepared by B.S.E. Consultants, Inc. submitted pursuant to County Permit #12RW00740.”

3. Right of Way Improvements: The term “Right-of-Way Improvements” is amended in its entirety to read as follows:

“Those improvements to the Premises that have been or will be installed by TVC In accordance with the Landscape Plan pursuant to the terms of this Agreement. “

- b. Maintenance: Section 1 of the Agreement is hereby amended in its entirety to read as follows:

TVC shall, at its expense, maintain any present and future Right-of-Way Improvements on the Premises in the manner described in this Agreement.

- c. Improvements: Section 4 of the Agreement is hereby amended in its entirety to read as follows:

“4. IMPROVEMENTS. All current and proposed improvements, structures, landscaping and facilities installed or to be installed by TVC on the Premises shall be in accordance with all County specifications, the approved Landscape Plan, and all permitting procedures and requirements. It is hereby agreed and understood that any improvement placed on or constructed on the Premises and permanently attached thereto, shall remain the property of TVC and that TVC retains the right to remove such improvement within forty-five (45) 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 forty-five (45) days of termination, the improvements shall become the property of the County.”

- d. Miscellaneous Amendments:

- i. The following provisions are added as a new Section 17 to the Agreement:

"17. 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. "

ii. The following provisions are added as a new Section 18 to the Agreement:

"18. 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.

3. FULL FORCE AND EFFECT: Except as modified by this Amendment, all terms and conditions of the Agreement remain unmodified and in full force and effect. To the extent of any conflict between the provisions of the Agreement and this Amendment, the applicable provisions of this Amendment shall control.
4. COUNTERPARTS: This Amendment may be executed by TVC and the COUNTY in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Curt Smith, Chairman

AS APPROVED BY THE BOARD ON: 5/23/17

APPROVED AS TO LEGAL FORM:



Assistant County Attorney

(SIGNATURE OF THE VIERA COMPANY IS ON THE FOLLOWING PAGE.)

WITNESSES:

THE VIERA COMPANY, a Florida corporation

Benjamin E. Wilson  
Name: Benjamin E. Wilson

By: [Signature]  
Name: Stephen L. Johnson  
Title: President

Karen E. Esposito  
Name: Karen E. Esposito

STATE OF FLORIDA        )  
  )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before my this 9<sup>th</sup> day of May, 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.

Benjamin E. Wilson  
NOTARY PUBLIC, STATE OF FLORIDA



Exhibit "A"

Copy of the Agreement

Exhibit "B"

Description of the Additional Premises

Exhibit "C"

Copy of the New Landscaping Plans

RIGHT OF WAY USE AGREEMENT  
(Portion of Stadium Parkway, North of Watersong Way)

THIS RIGHT-OF-WAY USE AGREEMENT (the "Agreement"), made and entered into this 9 day of October, 2012 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, Stadium Parkway has been dedicated to Brevard County, Florida (hereinafter referred to as the "Public Right-of-Way");

WHEREAS, TVC desires to improve the Public Right-of-Way by installing illuminated signage, landscaping, sod, irrigation facilities and related improvements in accordance with the landscape plan which includes the Public Right-of-Way heretofore submitted by TVC to the County, such Landscape Plan (as defined hereinbelow) incorporating Drawing No. SN-1.0; LS-1.1 thru LS-1.2; HS-1.1 thru HS-1.3 more specifically specified as Cover, SN-1.0 Standard Notes and Drawing Symbols, LS-1.1 Landscape Plan, LS-1.2 Landscape Details and Plant List HS-1.1 Hardscape Plan, HS-1.2 Hardscape Details and HS-1.3 Hardscape Details/Finish Schedule (AECOM Project # 60215790 dated November 7, 2012 prepared by AECOM together with Irrigation Plans, Drawings Nos. 11129\_404\_001 thru 003, dated 7/16/12 prepared by B.S.E. Consultants, Inc. and upon receipt, "final" County comments (hereinafter collectively referred to as the "Landscape Plan"), as such as such Landscape Plan may be from time to time modified with the consent and approval of the County (hereinafter referred to as the "Right-of-Way Improvements");

WHEREAS the COUNTY owns the Public Right-of-Way, and;

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

WHEREAS, the County has determined that use of the Public Right-of-Way by TVC for the operation, maintenance, repair and improvement of the Right-of-Way Improvements 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. MAINTENANCE OF PROPERTY. TVC hereby agrees to maintain the Right-of-Way Improvements, in the manner described in this Agreement, on the following described property, hereinafter referred to as the "Premises":

SEE ATTACHED EXHIBIT "A"

2. TERM. The initial term of this Agreement shall be ten (10) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 13 Termination herein.

3. USE OF PREMISES. TVC shall use the Premises for landscaping only. It is hereby mutually agreed and understood that the use of any structure, improvement or facility now or hereafter located on the Premises shall be for decorative 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 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.

4. IMPROVEMENTS. All improvements, structures, landscaping and facilities maintained by TVC on the Premises shall be in accordance with all COUNTY specifications and the approved Landscape Plan. It is hereby agreed and understood that any improvement placed on or constructed on the Premises and permanently attached thereto, shall remain the property of TVC and that TVC retains the right to remove such improvement within forty-five (45) 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 forty-five (45) days of termination, the improvements shall become the property of the COUNTY.

5. UTILITIES. TVC shall pay all charges for electrical service and other utility services supplied to TVC at the Premises.

6. REPAIRS AND MAINTENANCE. TVC shall, at its own expense, maintain the grounds and all improvements, structures and facilities on the Premises and make all necessary repairs and replacements to the Premises and to any improvements constructed thereon. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

7. ILLEGAL, UNLAWFUL OR IMPROPER USE. TVC shall make no unlawful, improper, immoral or offensive use of the Premises, nor will TVC use the Premises or allow use of the 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 structure, improvement or landscaping is deemed a traffic safety hazard by the COUNTY or Florida Department of Transportation, such use shall be deemed an improper use and the agreement shall be subject to immediate termination.

8. 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 Premises or any improvement thereon or any equipment or fixtures used in connection with the Premises. 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 Premises 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. 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 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 Road and Bridge Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, within fifteen (15) days of the date of execution of this Agreement. The COUNTY shall be named as an additional insured on the policy that the Association 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 notify the COUNTY immediately in writing of any potentially hazardous condition existing on or about the Premises.

All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the Premises by TVC shall be at the risk of TVC and the COUNTY shall not be liable for any damage or loss to personal property, equipment, fixtures, structures or improvements 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.

At the time of execution of this agreement, any existing landscaping installed on the Premises will be the responsibility of TVC. In the event this pre-existing landscaping causes damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, TVC will be responsible for immediate repair to County property. If TVC fails to repair the damage, TVC will pay the County all costs incurred by the County to repair the damage.

9. RIGHT OF ENTRY. The COUNTY or its agents may enter in and on the Premises at any reasonable time for the purpose of inspecting such property or performing other duties as are required by law or by the terms of this Agreement.

10. 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 Premises, for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Premises during the term of the Agreement.

11. 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 hereinbelow, 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 agree that upon completing the initial installation of the Right-of-Way Improvements, all of the rights, obligations and duties of TVC under this Agreement shall be assignable by TVC to the Central Viera Community Association, Inc. (hereinafter referred to as the "Community Association"). Such assignment 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 Community Association, and on behalf of the Community Association assuming such rights, obligations and duties. Such Assignment shall also set forth the address of the Community Association for purposes of receiving notices under this Agreement in accordance with paragraph 14 hereinbelow. Upon the execution of such Assignment and its delivery to the County, the County agrees that TVC shall be released from all obligations and duties hereunder and that the County shall thereafter look solely to the Community Association for the performance of such obligations and duties.

12. 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 constitute TVC or any of its agents or employees to be the agent, employee or representative of the COUNTY.

13. TERMINATION. This Agreement may be terminated with or without cause by either party upon forty-five (45) days' written notice thereof to the other party; provided, however, that upon termination, TVC shall, at the request of the COUNTY, remove all improvements to the Premises, or, in the alternative, reimburse the COUNTY for the cost of such removal.

14. NOTICE. Notice under this Agreement shall be given to the COUNTY at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940, and to TVC at the office of the Community Manager, 1331 Bedford Dr., Suite 103, Melbourne, Florida 32940.

15. 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.

16. ENTIRETY. This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the COUNTY and TVC.

DONE, ORDERED and ADOPTED in Regular Session this 9 day of October, 2012.

-signatures next page-

ATTEST

Laurie S. Rice

Laurie S. Rice,  
Chief Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Chuck Nelson

Chuck Nelson, Chairman  
As approved by the Board on 10-09-2012

THE VIERA COMPANY

Mary Ellen McKibben  
Printed name: Mary Ellen McKibben

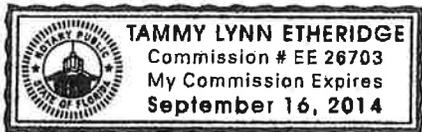
[Signature]  
Name:  
Title: Stephen L. Johnson, President

Charlene R. Spangler  
Printed name: Charlene R. Spangler

The Viera Company  
STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of Right of Way Use  
Agreement witness my hand  
and official seal this 20 day of  
NOVEMBER 2012  
MITCH NEEDELMAN, Clerk of Circuit Court  
By Jennifer P. Pankin D.C.

STATE OF FLORIDA }  
                                  }  
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this 9 day of October,  
2012, by Chuck Nelson, a Chair of the Board of County Commissioners  
of Brevard County, Florida, who is personally known to me.



Tammy Lynn Etheridge  
NOTARY PUBLIC

Tammy Lynn Etheridge  
Printed Name

STATE OF FLORIDA }  
                                  }  
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November,  
2012, by Stephen L. Johnson, as President of The  
Viera Company, a Florida corporation, who is personally known to me.

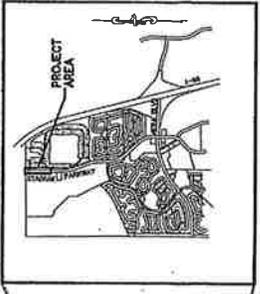
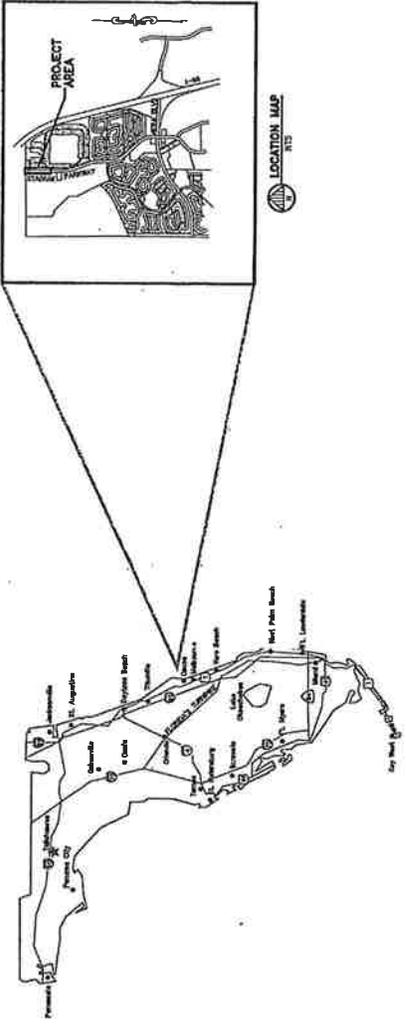
CHARLENE R. SPANGLER  
Notary Public, State of Florida  
My Commission Expires May 27, 2015  
Commission No. EE 84836

Charlene R. Spangler  
NOTARY PUBLIC  
Charlene R. Spangler  
Printed Name

# STADIUM PARKWAY IRRIGATION PLANS

## SECTIONS 20 AND 29, TOWNSHIP 25 SOUTH, RANGE 36 EAST VIERA, BREVARD COUNTY, FLORIDA

INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
1	11124_001_001 COVER SHEET
2	11124_001_002 PLAN VIEW STADIUM PARKWAY
3	11124_001_003 MAINTENANCE OF TRAFFIC DETAILS



THESE IRRIGATION PLANS WERE PREPARED BY A LICENSED PROFESSIONAL ENGINEER AND ARE TO BE USED ONLY FOR THE PROJECT LISTED THEREIN.

**THE VIERA COMPANY**  
7380 MURRELL ROAD, SUITE #200  
VIERA, FL 32940  
PHONE: (321) 242-1000 FAX: (321) 253-1800

Prepared by:  
  
 James Murrell, P.E.  
 AUG 21 1988  
 State of Florida, No. 41801

Checked by:  
  
 Scott S. Blanton, P.E.  
 STATE OF FLORIDA, No. 20467

DATE: 11/24/88  
 DRAWING NO.: 11124\_001\_002  
 SHEET NO. 2

PREPARED BY -  
  
**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4, WELLSBORNE, FLORIDA 32901  
 PHONE: (321) 745-3636 / FAX: (321) 723-0909  
 CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905



# STADIUM PARKWAY GATEWAY

VIERA, FLORIDA  
HARDSCAPE AND LANDSCAPE CONSTRUCTION DOCUMENTS

ISSUED FOR 100% CONSTRUCTION DOCUMENTS:  
13 August 2012

Prepared for:  
**The Viera Company**  
7380 Murrel Road, St 201  
Melbourne, FL 32940  
TEL (321) 242-1200  
Contact: Mary Ellen Mekibben

**AECOM**

Landscape Architecture and Planning  
100 N. Chicago Ave., 8th Fl. 200  
P.O. Box 1000  
P.O. Box 1000  
Contact: David W. Wainwright, P.E.

**BSE Consultants**

100 N. Orange Ave.  
Melbourne, FL 32901  
Tel: (321) 725-5100  
Contact: Thomas R. Ramey, P.E.

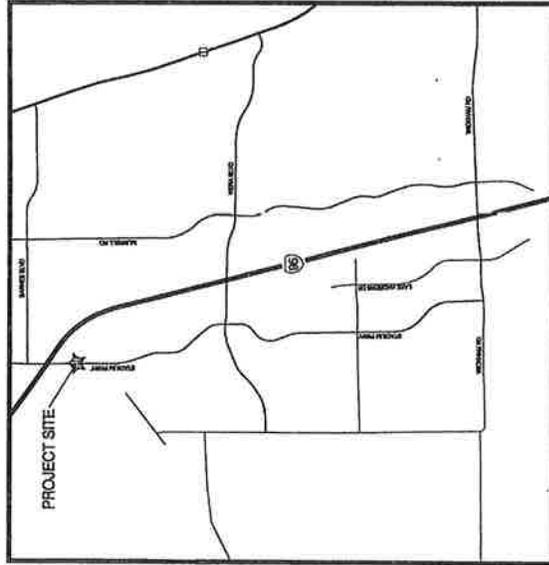
**David G. Vothelges, P.E.**

301 Lake Park Drive  
Melbourne, FL 32901  
Tel: (321) 242-1200  
Contact: David G. Vothelges, P.E.

**SHEETS**

18-01  
18-02  
18-03  
18-04  
18-05  
18-06

LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTURE



KEY MAP: N.T.S.

**NOT FOR CONSTRUCTION  
- REVIEW SET ONLY -**



1234567890 1234567890 1234567890



**AECOM**

PROJECT:  
STADIUM PARKWAY  
GATEWAY  
Viera, FL

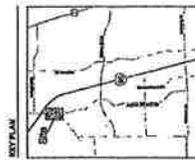
CLIENT:  
The Viera Company  
7340 Miami Road, R. 201  
Melbourne, FL 32936  
561.745.7339

LANDSCAPE ARCHITECT:

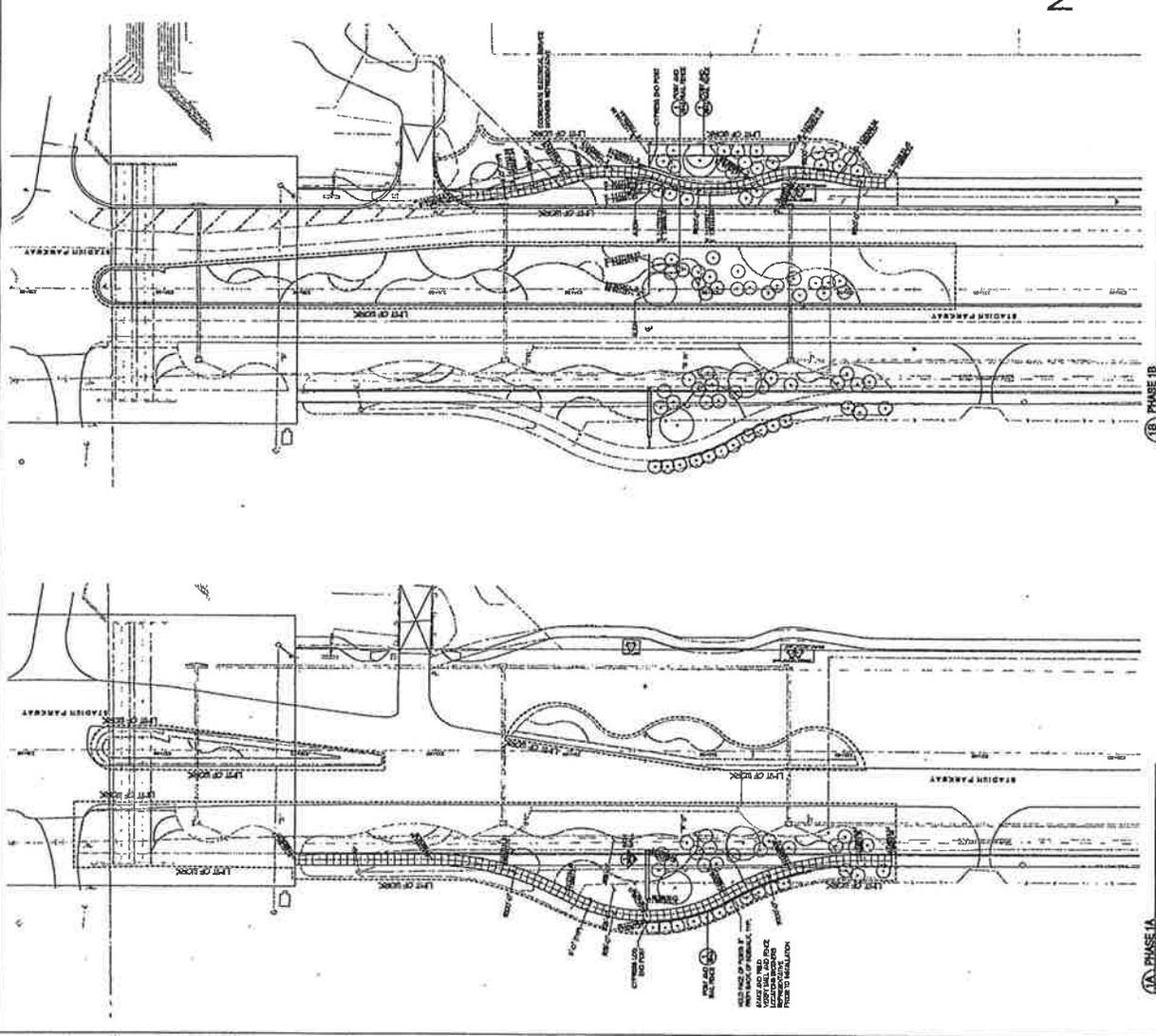
AECOM  
AECOM TECHNICAL SERVICES, INC.  
150 North Douglas Avenue, Suite 200  
Viera, FL 32980  
407.445.6033 FAX 407.445.1789  
www.aecom.com  
CONSULTANTS

REVISIONS:  


NO.	DATE	DESCRIPTION
1	10/11/10	ISSUED FOR PERMIT
2	10/11/10	ISSUED FOR PERMIT
3	10/11/10	ISSUED FOR PERMIT
4	10/11/10	ISSUED FOR PERMIT
5	10/11/10	ISSUED FOR PERMIT
6	10/11/10	ISSUED FOR PERMIT
7	10/11/10	ISSUED FOR PERMIT
8	10/11/10	ISSUED FOR PERMIT
9	10/11/10	ISSUED FOR PERMIT
10	10/11/10	ISSUED FOR PERMIT



PROJECT NUMBER:  
1001970  
SHEET TITLE:  
HARDSCAPE PLAN  
SHEET NUMBER:  
HS-1.1  
DATE:  
10/11/10



**GENERAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF BREVARD AND THE CITY OF VIERA.
2. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF BREVARD AND THE CITY OF VIERA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF BREVARD AND THE CITY OF VIERA.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF BREVARD AND THE CITY OF VIERA.

**CONSTRUCTION NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF BREVARD AND THE CITY OF VIERA.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF BREVARD AND THE CITY OF VIERA.

**NOT FOR CONSTRUCTION**  
**- REVIEW SET ONLY -**

10/11/10  
10/11/10

PHASE 1B

PHASE 1A



**AECOM**

**PROJECT**  
STADIUM PARKWAY  
GATEWAY  
Viera, FL

**CLIENT**  
The Viera Company  
7480 Main Road, S.E. 201  
Viera, Florida 32980  
321.852.6200

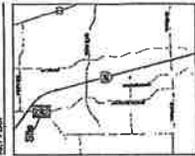
**LANDSCAPE ARCHITECT**

**AECOM**  
AECOM TECHNICAL SERVICES, INC.  
10000 North Central Expressway  
Suite 200  
Orlando, FL 32816  
407.543.6611 407.538.1788 fax  
www.aecom.com

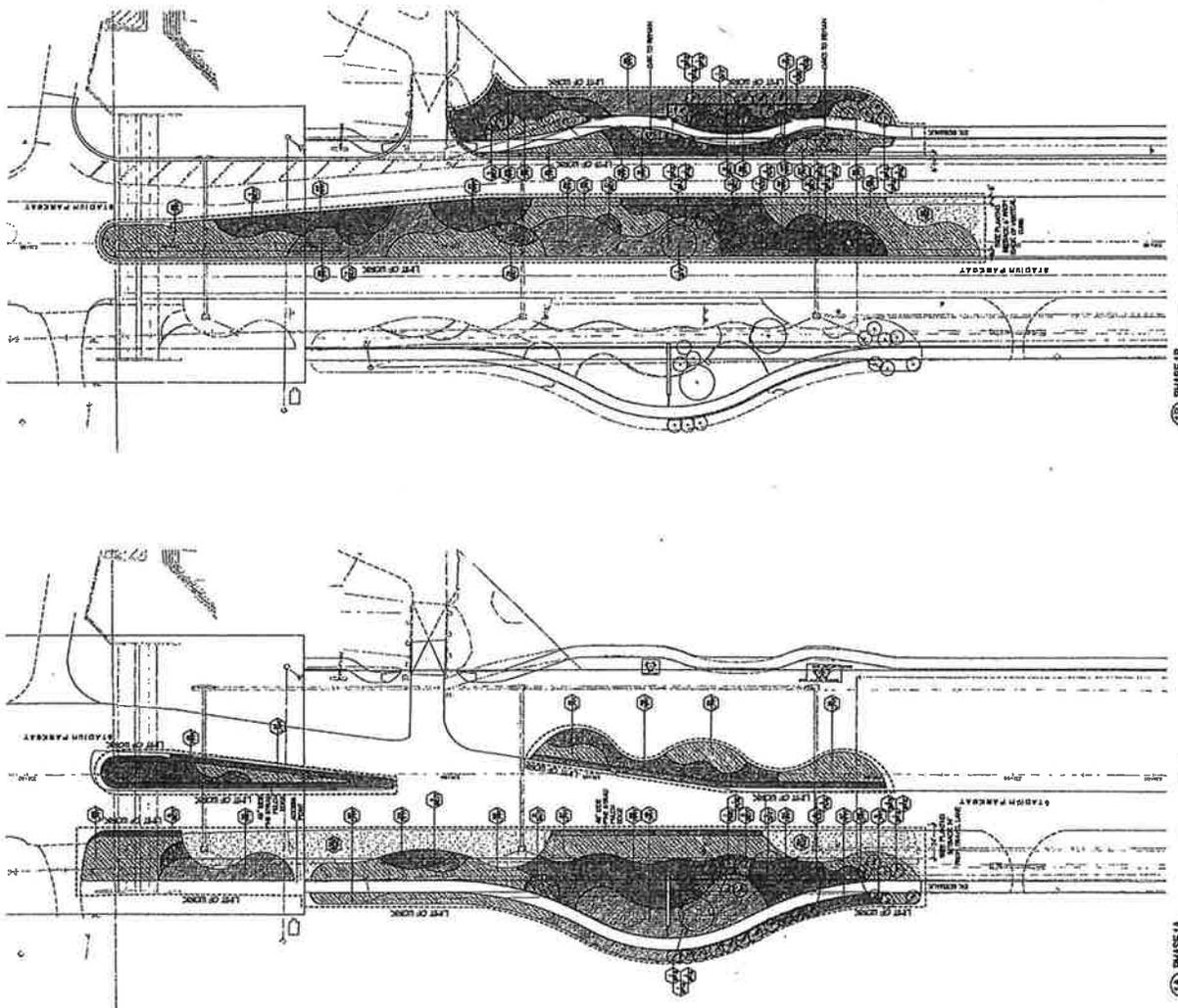
**CONSULTANT**

**REGISTRATION**  
[Signature]

DATE	DESCRIPTION
01/11/11	ISSUED FOR PERMIT



**PROJECT NUMBER**  
011111  
**SHEET TITLE**  
LANDSCAPE PLAN  
**SHEET NUMBER**  
LS-1.1  
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**GENERAL NOTES:**

1. WORK OF THIS PROJECT INCLUDES THE INSTALLATION OF NEWLY REGISTRATION MARKS IN THE RIGHT-OF-WAY OF VIERA BOLLINGER BETWEEN STADIUM PARKWAY AND I-95.
2. ANY REQUIRED PERMITS SHALL BE OBTAINED BY THE CONTRACTOR FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (FDOT).
3. IN THE EVENT THAT THE FIELD OFFICE CALLS IN THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF SUCH PERMITS.
4. IF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (FDOT) DETERMINES THAT THE CONTRACTOR'S WORK IS DAMAGING TO THE STATE HIGHWAY SYSTEM, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF SUCH PERMITS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF SUCH PERMITS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF SUCH PERMITS.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF SUCH PERMITS.

**NOTES:**

1. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE COUNTY EDITION OF THE FLORIDA STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE COUNTY EDITION OF THE FLORIDA STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
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10. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE COUNTY EDITION OF THE FLORIDA STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

**NOT FOR CONSTRUCTION**  
- REVIEW SET ONLY -  
[Signature]

PHASE 1B

PHASE 1A





**PROJECT**  
STADIUM PARKWAY  
GATEWAY  
Viera, FL

**CLIENT**  
The Viera Company  
10000 Viera Blvd  
Melbourne, FL 32940  
321 242 1000

**LANDSCAPE ARCHITECT**  
AECOM  
100 North Orange Avenue, Suite 2200  
Orlando, FL 32816  
407 444 8000 ext 407 551 1108 fax  
www.aecom.com  
CONTRACT DATE

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	ISSUED FOR PERMIT
3	11/11/11	ISSUED FOR PERMIT
4	11/11/11	ISSUED FOR PERMIT
5	11/11/11	ISSUED FOR PERMIT
6	11/11/11	ISSUED FOR PERMIT
7	11/11/11	ISSUED FOR PERMIT
8	11/11/11	ISSUED FOR PERMIT
9	11/11/11	ISSUED FOR PERMIT
10	11/11/11	ISSUED FOR PERMIT

**DATE PLOTTED**

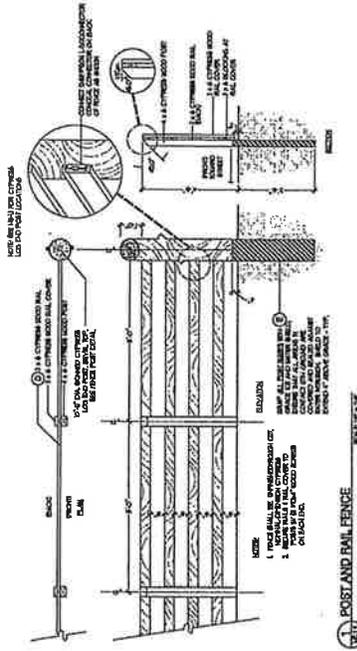
DATE	TIME	USER	PLT
11/11/11	11:11:11	ADMINISTRATOR	ADMINISTRATOR

**PROJECT NUMBER**  
10111010

**SHEET TITLE**  
LANDSCAPE DETAILS /  
FINISH SCHEDULE

**SHEET NUMBER**  
HS-1.3

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**FINISH SCHEDULE**

ITEM	DESCRIPTION
A	CIT CORONA TYPE: RED CIT CORONA, STAINED BOND PATTERN, 7" NOMINAL THICKNESS FINISH: BOND PATTERN SOURCE: LAKESIDE BERT COMPANY, 8041 642556
B	CURB CUT BONE TYPE: CURB CUT BONE, 7" THICKNESS FINISH: BOND PATTERN SOURCE: LAKESIDE BERT COMPANY, 8041 642556
C	CURB CUT BONE TYPE: CURB CUT BONE, 7" THICKNESS FINISH: BOND PATTERN SOURCE: LAKESIDE BERT COMPANY, 8041 642556
D	CYPRESS LUMBER TYPE: CYPRESS LUMBER FINISH: NATURAL SOURCE: MARYKAY
E	ICE / WATER BIELD TYPE: GRACE ICE AND WATER BIELD FINISH: BOND PATTERN SOURCE: MASONRY PRODUCTS CORP.

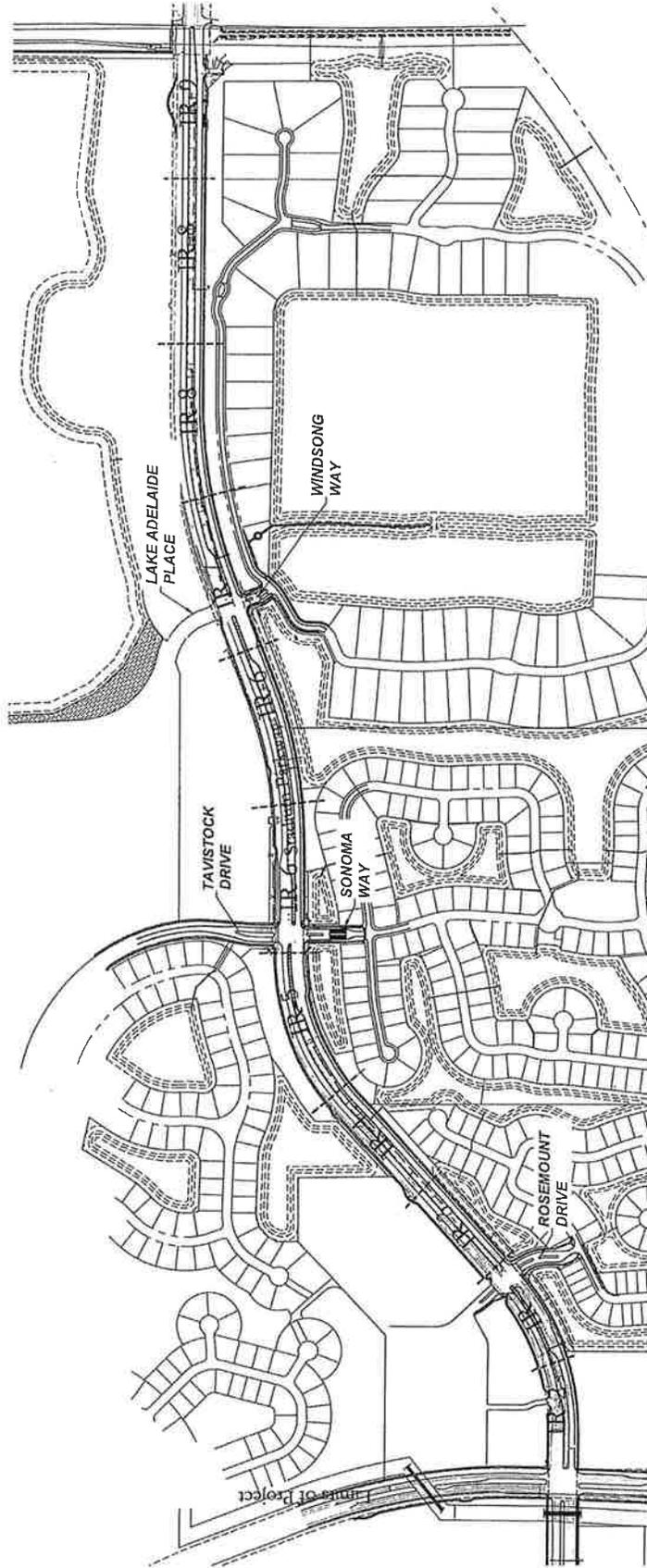
**NOTE:** CONTRACTOR SHALL VERIFY FINISHES AND MATERIALS BEFORE PROCEEDING WITH FULL SCALE CONSTRUCTION.

**NOT FOR CONSTRUCTION**  
- REVIEW SET ONLY -

Exhibit "B"

Description of the Additional Premises

Exhibit B



Tropic-Care of Florida  
7635 Progress Ct  
Melbourne, FL 32904  
(321) 724-5333

REVISIONS:	No.	Date	Description	By
	1.			
	2.			
	3.			
	4.			

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Landscape and Irrigation Design and Consulting  
or Discerned Without Written Permission.

Stadium Parkway  
Viera, Florida  
Overall Irrigation Plan



DATE: 7-27-16  
SCALE: NONE  
SHEET: 1 of 6  
SHEET NO.: IR-1

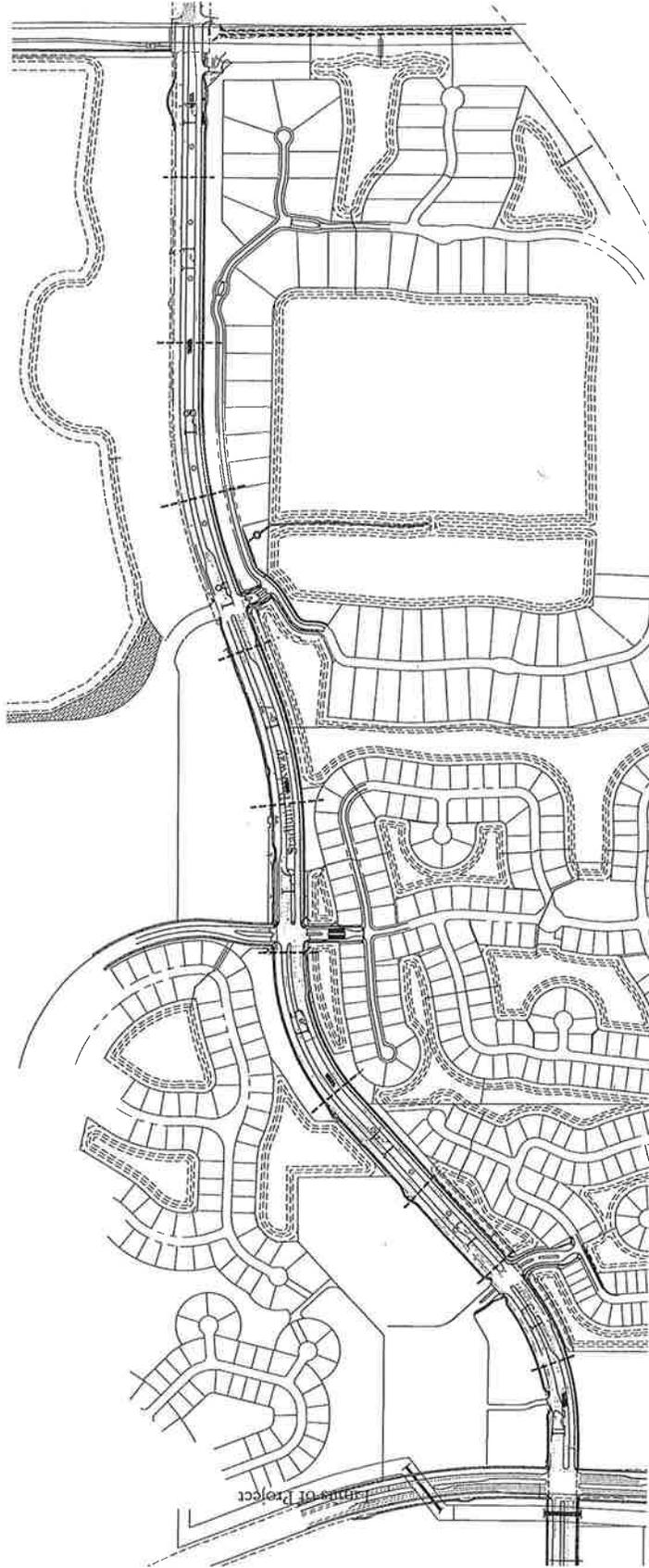
NOTE: LANDSCAPING PERFORMANCE STANDARDS PER SEC. 62-4341  
AND THE WEST VIERA ALTERNATIVE DEVELOPMENT STANDARDS (ADS)  
FOR DETACHED SINGLE FAMILY UNITS, ZERO LOT LINE UNITS AND  
ATTACHED SINGLE FAMILY UNITS WILL BE ADDRESSED AND REVIEWED  
AT THE TIME OF BUILDING PERMIT REVIEW.



Exhibit "C"

Copy of the New Landscaping Plans

Exhibit C



Broward County Natural Resource Management Office

- 1) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 2) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 3) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 4) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 5) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 6) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 7) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 8) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 9) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.
- 10) This drawing is prepared in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 100.02.

NOTE: LANDSCAPING PERFORMANCE STANDARDS PER SEC. 62-4341 AND THE WEST VIERA ALTERNATIVE DEVELOPMENT STANDARDS (ADS) FOR DETACHED SINGLE FAMILY UNITS, ZERO LOT LINE UNITS AND ATTACHED SINGLE FAMILY UNITS WILL BE ADDRESSED AND REVIEWED AT THE TIME OF BUILDING PERMIT REVIEW.

	DATE: 5-27-16	SCALE: NONE	SHEETS: 1 of 8	SHEET NO.: I-1
Stadium Parkway Viera, Florida Overall Landscape Plan				
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REVISIONS:				
No.	Date	Description		
1.				
2.				
3.				
4.				
By:				
Tropic-Care of Florida 7635 Progress Cir Melbourne, FL 32904 (321) 724-5333				



Environmental Design Services  
Landscape and Irrigation Design/Consulting  
Phone: (321) 288-6143



Stadium Parkway  
Viera, Florida  
Landscape Plan

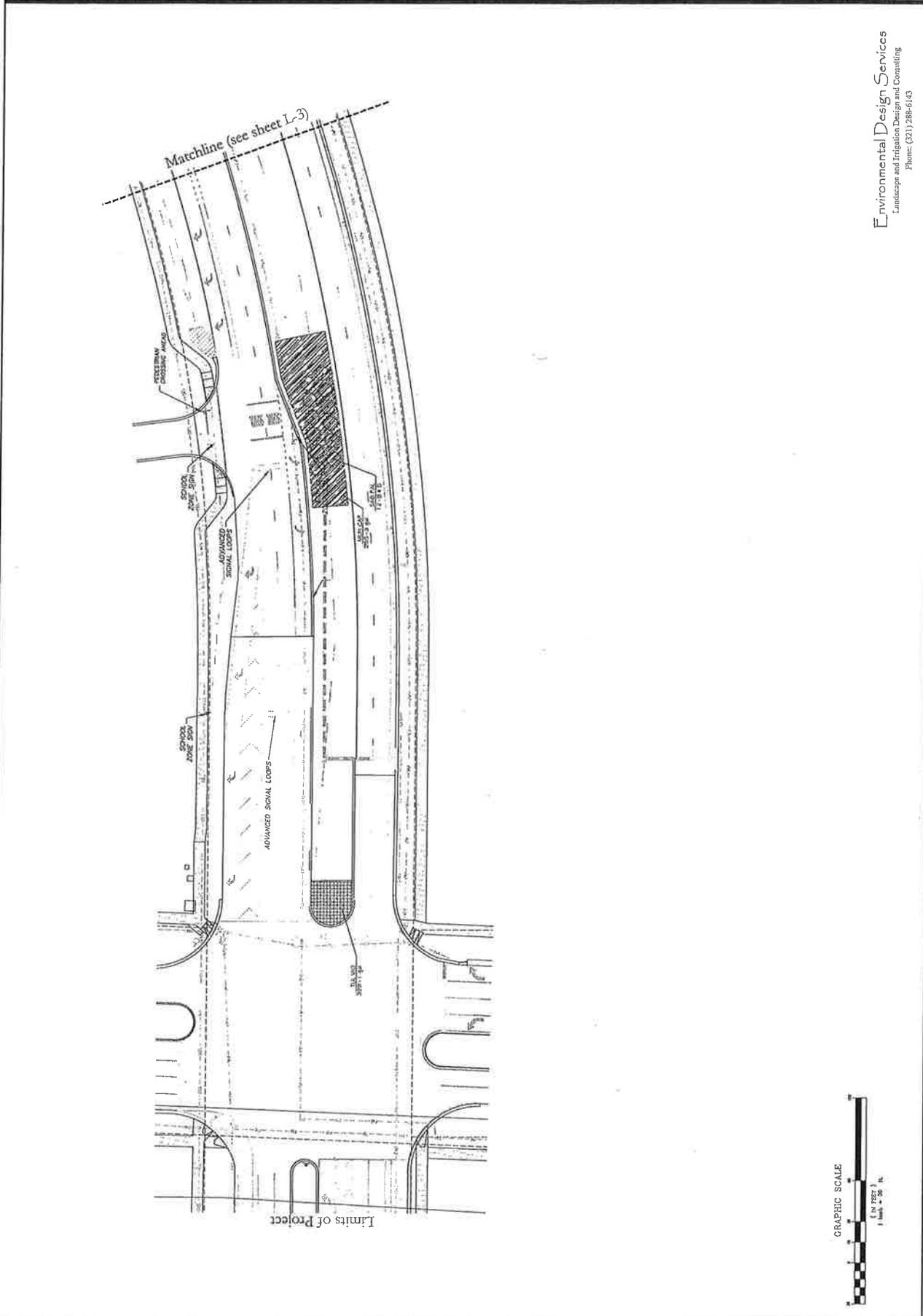
DATE: 2-27-16  
SCALE: 1"=20'  
SHEET: 2 of 8  
SHEET NO: L-2

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7635 Progress Cir  
Melbourne, FL 32904  
(321) 724-5333



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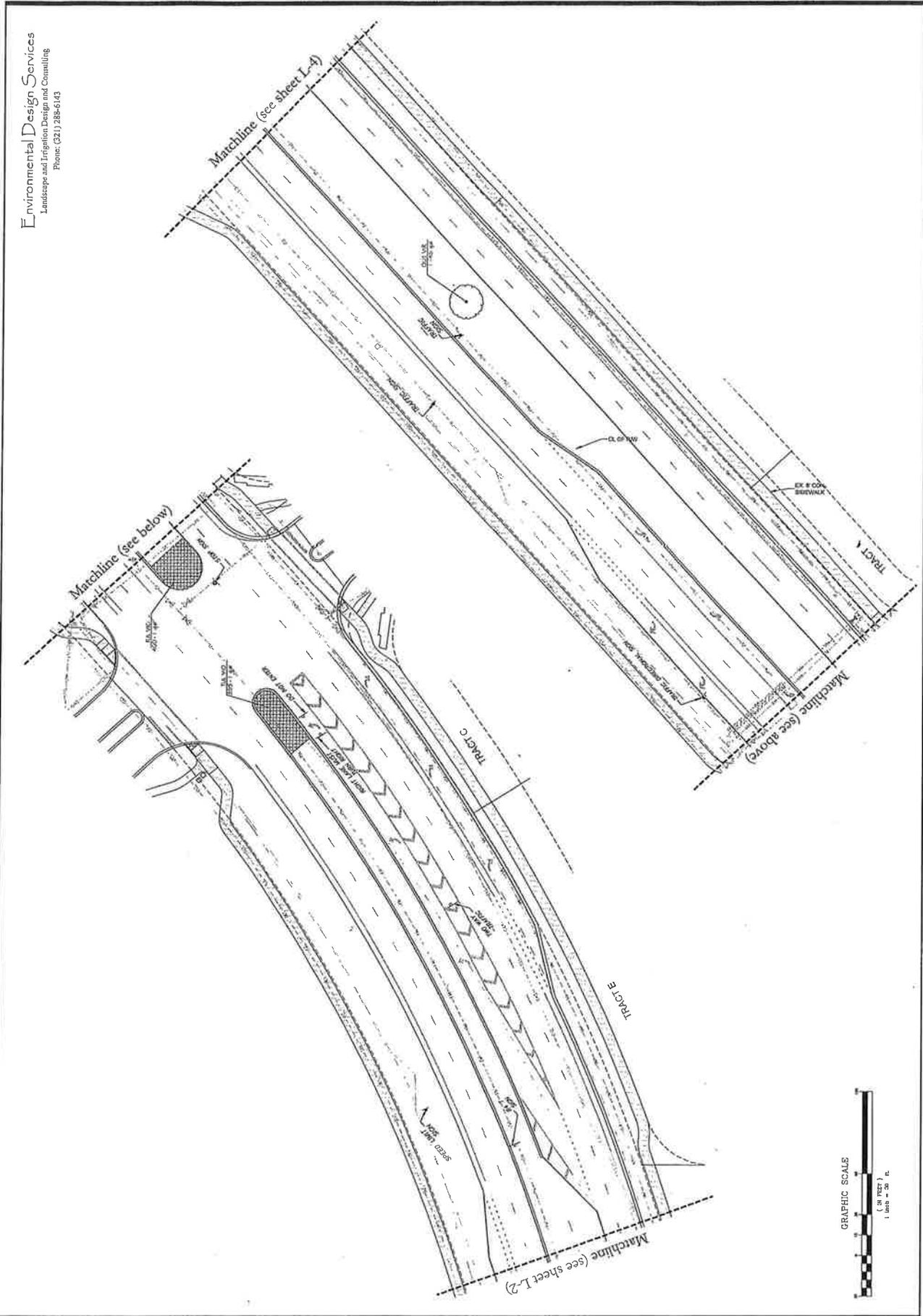
REVISIONS:	No.	Date	Description	By
1				
2				
3				
4				

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Stadium Parkway  
 Viera, Florida  
 Landscape Plan



DATE: 7-23-16  
 SCALE: 1"=50'  
 SHEET: 3 of 9  
 SHEET NO.: L-3



SHEET: 4 of 5  
SHEET NO.: L-4

GRAPHIC SCALE  
(OR FEET)  
1 inch = 50 ft.

DATE: 12-27-16  
SCALE: 1" = 30'

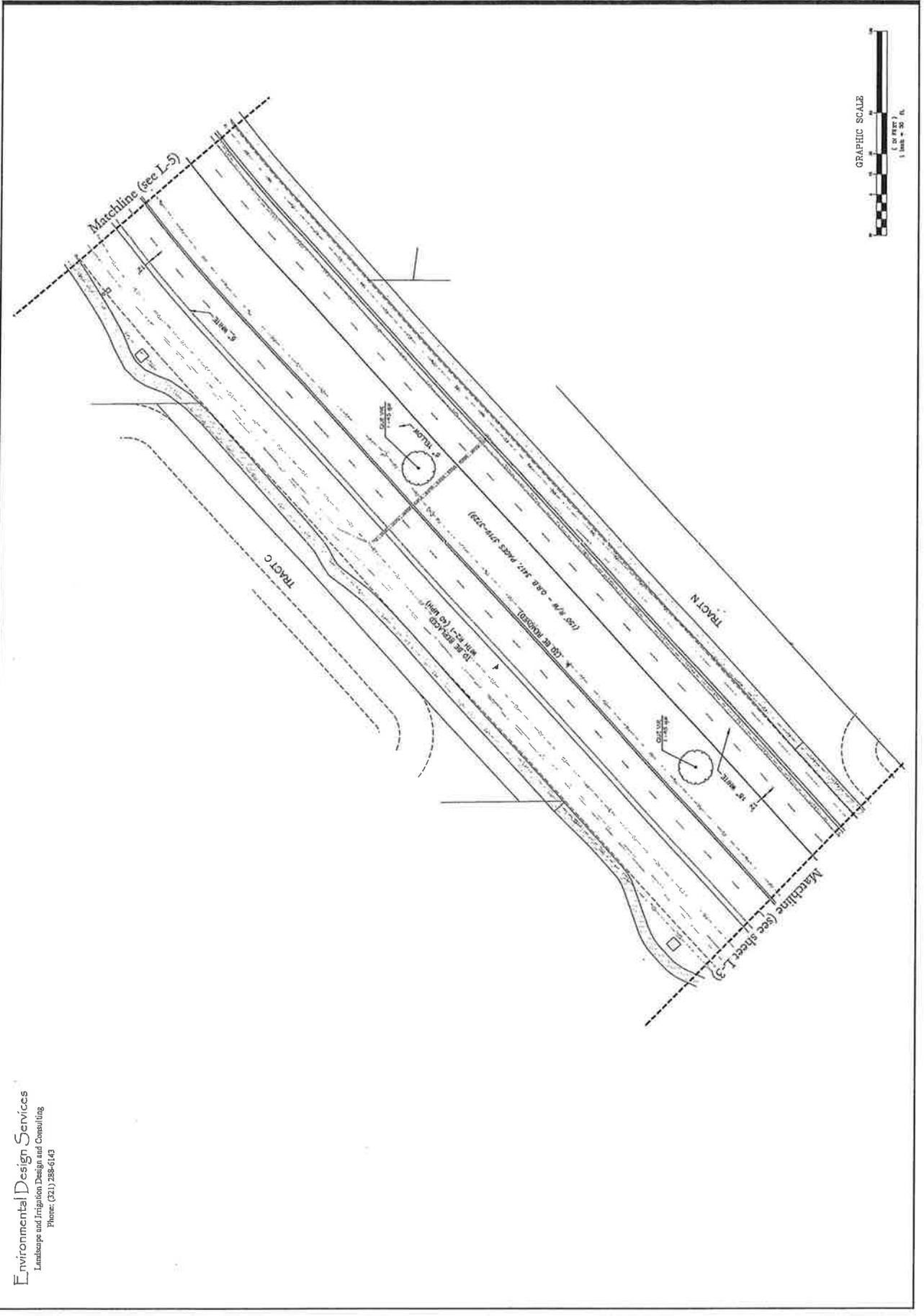


Stadium Parkway  
Viera, Florida  
Landscape Plan

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REVISIONS	No.	Date	Description	By
	1			
	2			
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	4			

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 7635 Progress Cir  
 Melbourne, FL 32904  
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REVISIONS:	No.	Date	Description	By
	1			
	2			
	3			
	4			

Stadium Parkway  
 Viera, Florida  
 Landscape Plan



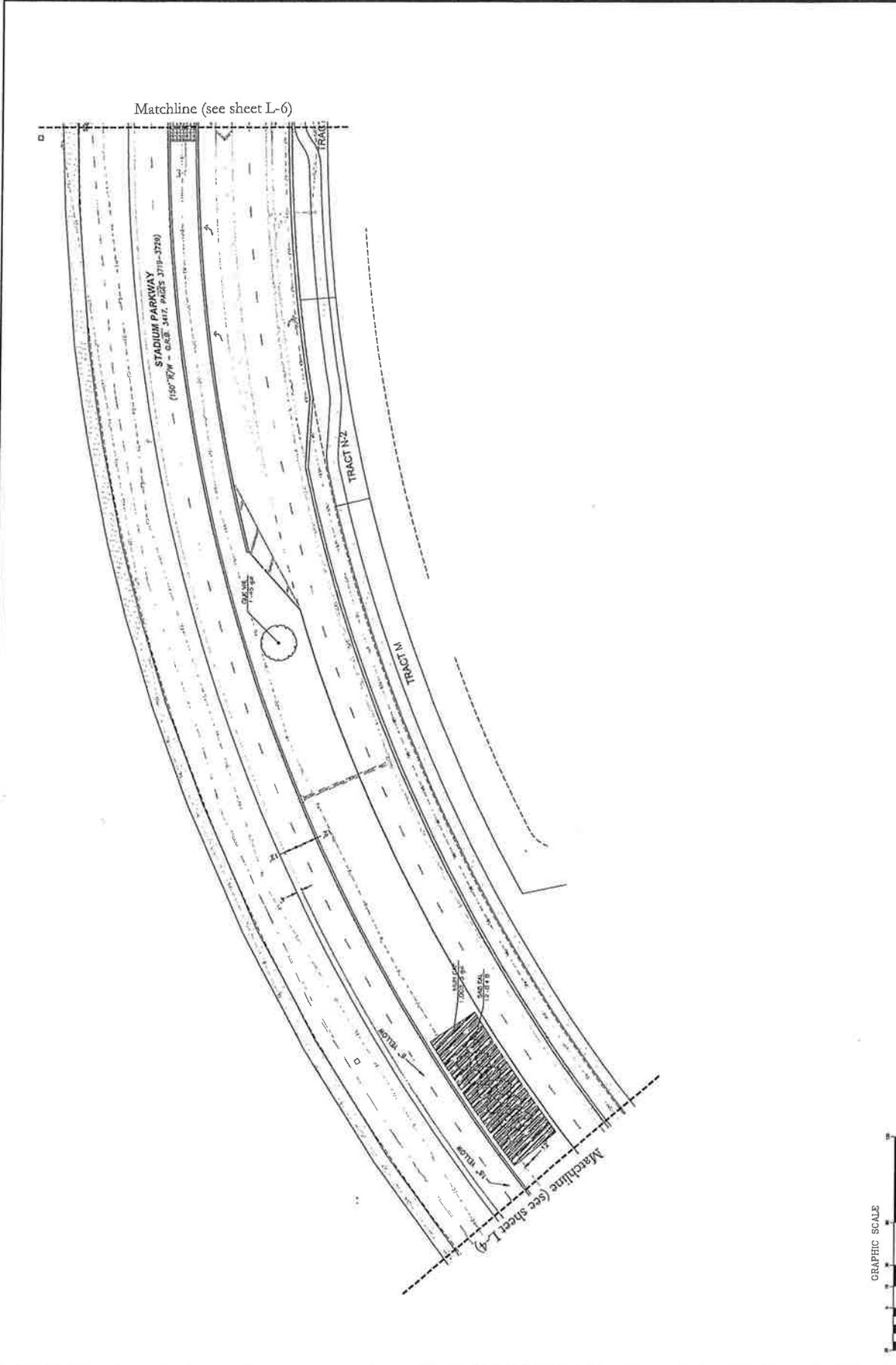
DATE: 7-27-18

SCALE: 1"=20'

SHEET: 5 of 8

SHEET NO: L-5

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 7635 Progress Cir  
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REVISIONS:	No	Date	Description	By
4.				
3.				
2.				
1.				

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Stadium Parkway  
 Viera, Florida  
 Landscape Plan

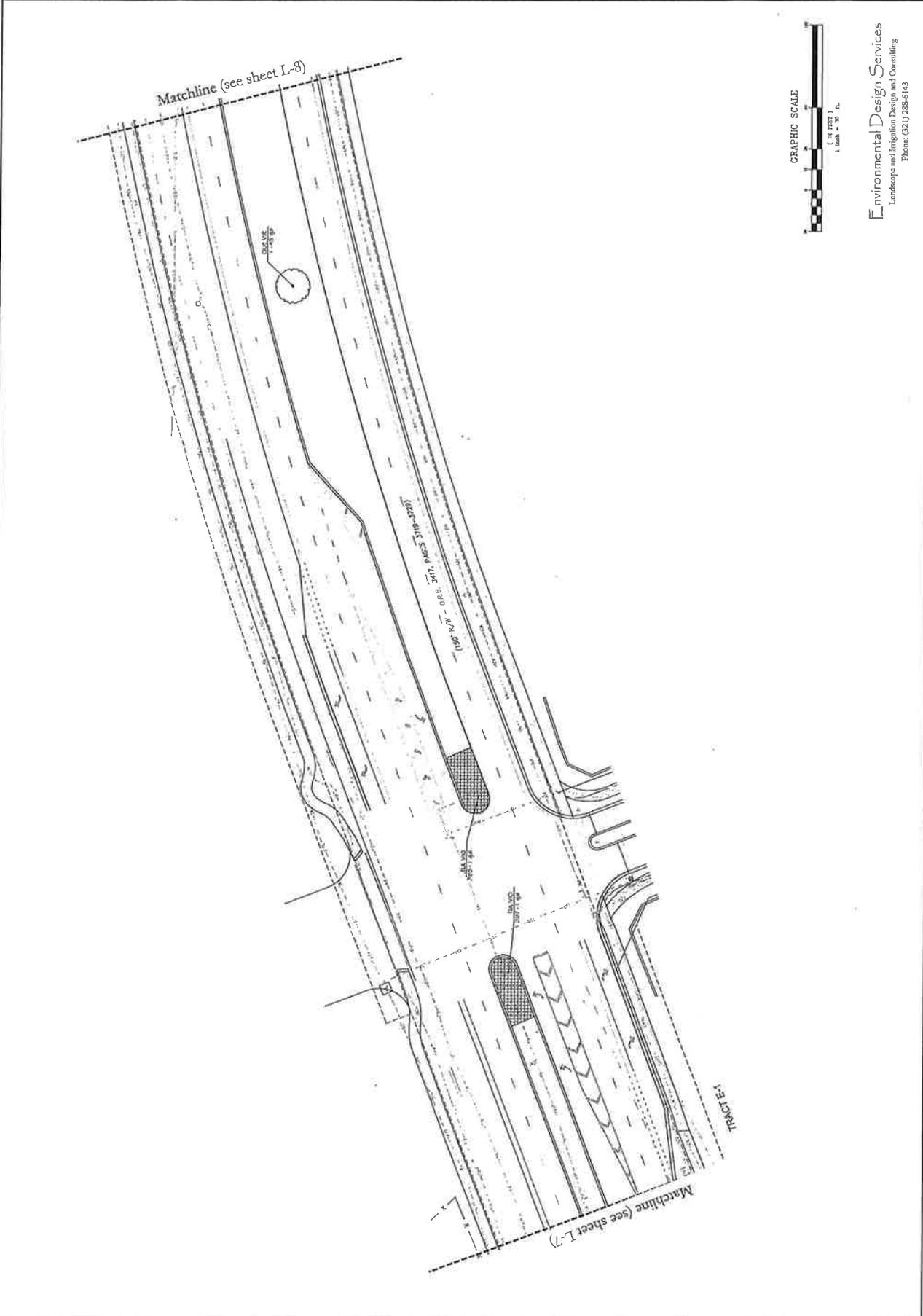


DATE: 7-27-18  
 (SHEET 1 OF 5)

SCALE: 1" = 30'

SHEET: 1 OF 5

SHEET NO.: I-7



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 Landscape and Irrigation Design and Consulting  
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Environmental Design Services  
Landscape and Irrigation Design and Consulting  
Phone: (321) 288-6143

L-8

SHEET NO.:

SHEET: 8 of 9

SCALE: 1"=30'

DATE: 7-27-18



Stadium Parkway  
Viera, Florida  
Landscape Plan

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