

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this "Agreement") is made and entered into as of the last signature date set forth below (the "Effective Date"), by and between **VIERA DEVELOPMENT CORPORATION**, a Florida corporation ("Owner"), having an address of 7380 Murrell Road, Suite 201, Viera, FL 32940, and **BREVARD PRODUCTION, INC.**, a Florida corporation ("Brevard Production"), having an address of 2230 Sykes Creek Drive, Merritt Island, FL 32953 (individually a "Party," collectively, "Parties").

### **RECITALS**

**WHEREAS**, Owner and Brevard Production are desirous of cooperating with each other in order for Brevard Production to use vacant property owned by Owner and more particularly depicted as the "Property" in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") for the hosting of the annual spring and fall Space Coast State Fair and additional community events that will be produced by Brevard Production and approved by Owner (such additional events each being an "Additional Event" and collectively being "Additional Events" (individually, "Event," collectively, "Events");

**WHEREAS**, Owner and Brevard Production now desire to enter into this Agreement to set forth the terms and conditions for Brevard Production's use of the Property for the hosting of the Events and the related improvement of the Property

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Brevard Production hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. License. Owner hereby grants Brevard Production a non exclusive, revocable license for Brevard Production's use of the Property for the conducting of the Events and the improvement of the Property in connection with the Events, but subject to the terms and conditions of this Agreement. (Rather than the license being revocable at the will of the Owner, Owner agrees that the license is only revocable or terminable according to the terms and conditions of this Agreement.

Notwithstanding the foregoing, as material consideration for Owner to enter into this Agreement, Owner reserves the right for the Property to be used by Viera Community Institute, Inc., a Florida not for profit corporation ("VCI") or Central Viera Community Association, Inc., a Florida not for profit corporation ("CVCA") annually, and free of charge, in connection with (a) the annual "Great American Celebration" on July 4, (b) the "Light Up Viera" parade in late November or early December, and (c) such other events of VCI or CVCA as may be scheduled upon advance written notice to Brevard Production so long as such additional event does not conflict with an Event of Brevard Production that has been approved by Owner or a proposed Event of Brevard Production that has been presented to Owner for consideration as of the date of Brevard Production's receipt of that notice from VCI or CVCA (the "VCI/CVCA Events"). Owner and Brevard Production acknowledge that the Board of Directors of VCI and CVCA are currently employees of an affiliate company of Owner. The right of VCI and CVCA to use the Property for the VCI/CVCA Events shall be further evidenced in a separate sublicense agreement among Owner, Brevard Production, VCI and CVCA.

3. Term

- a. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until 11:59 p.m. (EST) on December 31, 2027, unless terminated beforehand in accordance with this Agreement (the "Term"). Notwithstanding the foregoing, Owner shall have the right to terminate the Term (and consequently this Agreement) prior to December 31, 2027 by delivering a termination notice no later than one (1) year from the date of early termination, but in no event shall such early termination occur prior to December 31, 2025 (meaning that such early termination notice would be due from Owner to Brevard Production by December 31, 2024). As a result, the minimum period for the Term shall be through December 31, 2025.

4. Use Fee/Operating Expenses

- a. In exchange for the right to use and occupy the Property as contemplated in this Agreement, Brevard Production shall pay to Owner a use fee in the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each day of use of the Property, or portion thereof, for the set-up of an Event, the Event itself, and the Event take-down. Payment shall be received no later than ten (10) business days after the end of the Event.
- b. In addition, Brevard Production shall pay Owner a monthly fee of One Thousand Dollars (\$1,000.00) for the storage of equipment on the Property. The storage fee shall be paid by the first (1<sup>st</sup>) day of each month. All equipment stored on the Property shall be screened in a manner so as not to be visible from Stadium Parkway or Lake Andrew Drive.
- c. In addition to the payment of the use fee and the storage fee, Brevard Production shall be responsible for the timely payment of all real property taxes on the Property at its sole cost and expense and any other operating fees and costs (including, without limitation, utility fees) relating to the Property and the improvement thereof or the holding of Events by Brevard Production.
- d. No use fee shall be due from Brevard Production to Owner, or VCI or CVCA to Brevard Production, in connection with a VCI/CVCA Event.

5. Site Improvements

- a. Brevard Production is solely responsible for the installation and cost of all site improvements necessary for the Events, including, without limitation, filling the Property with fill dirt and constructing all roadways, driveways, and parking paths (including driveways off of public rights of way as approved by Owner and Brevard County), signage viewable from Stadium Parkway and Lake Andrew Drive, and fencing. All improvements to the Property shall be subject to approval by Owner prior to submittal of plans to Brevard County for approval and applicable permits, if required, and prior to installation. Driveways serving the Property shall be installed in the location set forth in Exhibit "A" attached hereto and incorporated herein by this reference. No paved or concrete roadways, driveways or parking areas may be installed on the Property during the Term,

except that concrete entry ways connecting to Stadium Parkway and Lake Andrew Drive may be installed as approved by Owner and Brevard County, Florida. All fill dirt shall be subject to the prior approval of Owner before being placed on the Property. To accommodate the improvement of the Property with fill dirt, Owner agrees to make any excess fill dirt that it or its affiliate company The Viera Company may have available for purchase by Brevard Production at then current market rate costs. Brevard Production shall be responsible for loading and transporting all fill dirt to the Property at its sole cost and expense.

- b. All signage displayed on the Property and visible from Stadium Parkway or Lake Andrew Drive shall be subject to the approval by Owner prior to posting on the Property. Event signage shall not be posted on the Property more than sixty (60) days in advance of the date of the Event and shall be removed within fifteen (15) days after the date of the Event.
- c. Brevard Production shall cause the boundaries of the Property to be fenced prior to the first Event being held on the Property. The north and south boundaries of the Property shall be fenced with a black vinyl coated chain link fence or other material that Owner may approve in its sole and absolute discretion. The east and west boundaries of the Property shall be fenced with a white ranch-like fencing approved by Owner in its sole and absolute discretion.
- d. All vertical site improvements made to the Property by Brevard Production (with vertical improvements expressly excluding fill dirt, roadways, driveways, and parking paths installed by Brevard Productions) shall be removed from the Property by Brevard Production following the conclusion of the Term unless otherwise approved by Owner in writing.

6. Conditions of Use

- a. All Events shall be conducted and promoted as "family friendly" events, as determined by Owner in its sole and absolute discretion.
- b. If Brevard Production desires to hold an Additional Event during the Term (being an Event that is not the fall or spring Space Coast Fair), that Additional Event is subject to the prior approval of Owner, the approval of which will not be unreasonably withheld, conditioned or delayed. If Owner deems an Additional Event to not be a "family friendly" event, the Additional Event will not be approved by Owner and Owner shall not be deemed to have unreasonably withheld its approval of the Additional Event. An Additional Event shall not be confirmed, announced or promoted until Brevard Production receives Owner's approval of the Additional Event. If Owner fails to approve or disapprove an Additional Event within thirty (30) days after receiving a written request from Brevard Production for approval, that Additional Event shall be deemed approved by Owner.
- c. Brevard Production shall take all measures necessary to prevent disruption or interruption of school operations at the adjacent Viera High School or Viera Middle School during the use of the Property.

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- d. Brevard Production shall take all measures necessary to contain parking and event vendors, staff and guests within the Property and prevent parking or trespassing on the Viera High School and Viera Middle School campus.
- e. Brevard Production shall cause the Property to be regularly mowed and free of trash, litter and debris at Brevard Production's sole cost and expense so that the Property is in attractive, clean, well-kept condition at all times during the Term. Owner retains the right to inspect the Property from time to time to assure compliance with this maintenance provision by Brevard Production. If Brevard Production fails to comply with this maintenance provision and fails to correct the maintenance failure within thirty (30) days of receipt of written notice of such maintenance failure by Owner, Owner shall have the right to correct the maintenance failure at the expense of Brevard Production. Brevard Production shall reimburse Owner for the costs incurred by Owner in correcting Brevard Production's maintenance failure within thirty (30) days after receipt of an invoice from Owner. Brevard Production's failure to correct a maintenance failure within the applicable 30-day cure period more than two (2) times in a calendar year during the Term shall be deemed to be a material default by Brevard Production under this Agreement.
- f. Brevard Production shall be responsible for promoting and conducting the Events and all other activities it conducts on the Property at Brevard Production's sole cost and expense, and in compliance with all applicable laws and ordinances, including applicable permit requirements and conditions for site improvements made to the Property or the holding of the Events. To supplement the foregoing sentence, Brevard Production agrees to abide by all laws relating to the service of alcohol, including, but not limited to, Sections 562.11 (selling, giving, or serving alcoholic beverages to a person under 21 years of age), 562.111, and Chapter 856 of the Florida Statutes and any and all applicable ordinances, rules, or regulations from all entities having jurisdiction.
- g. Brevard Production shall not store, release or dispose (or permit or allow the storage, release or disposal) of any material, substance or waste upon the Property which is characterized as hazardous or toxic by any local, state or federal rule, regulation, ordinance, statute or law (hereinafter collectively referred to as "Hazardous Materials"). Without limiting the foregoing, Brevard Production shall neither store motor fuels, lubricants, hydraulic fluids or solvents, nor refuel or repair vehicles and equipment on the Property. Further, without limiting the foregoing, if the Property or any adjoining lands are contaminated by the release of any Hazardous Materials as a result of or in connection with the exercise of Brevard Production's rights granted hereunder, Brevard Production shall immediately notify Owner thereof and take all actions, at Brevard Production's sole cost and expense, as are necessary to preserve and restore such lands to their pre-contamination condition. This obligation to restore the lands to address contamination by, or spills of, Hazardous Materials shall survive the expiration or earlier termination of this Agreement.
- 7. Construction Liens: Brevard Production agrees that it will make full and prompt payment of all sums necessary to pay for the costs of all repairs and permitted alterations, additions, improvements, changes and other work done by Brevard Production in or to the Property and further agrees to indemnify, save harmless and defend Owner from and against any and all costs

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and liabilities incurred by Owner and against any and all construction, materialmen's, laborers' and other statutory or common law liens which may be asserted, claimed or charged against all or any part of the Property or the Building arising out of or from such work. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the interest of Owner in all or any part of the Property or the Building be subject to any mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of Brevard Production, whether or not the same shall be made or done with the consent of Owner or by agreement between Brevard Production and Owner. All persons dealing with or contracting with Brevard Production or any contractor of Brevard Production are hereby put on notice of the foregoing provision. In the event any notice, claim or lien shall be asserted or recorded against the interest of Owner in the Property or the Building on the account of or extending from any improvement or work made or done by or at the instance of Brevard Production, or any person claiming by, through or under Brevard Production, or from any improvement or work the cost of which is the responsibility of Brevard Production, then Brevard Production agrees to have such notice, claim or lien canceled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within thirty (30) days after notice to Brevard Production by Owner, and in the event Brevard Production fails to do so, Brevard Production shall be considered in material default under this Agreement.

8. Permits. Brevard Production shall, at its sole cost and expense, obtain a permit from Brevard County, Florida or any other applicable government agency for any site improvements to the Property or as necessary for the Events and, as noted above, comply with all applicable permit requirements and conditions. A Certificate of Completion for any such land development improvements shall be obtained prior to the holding of the first Event on the Property.
9. Utilities. During the Term, Brevard Production shall be responsible for and shall pay all charges incurred for utility service to the Property, including electric, water, and sewer, as applicable. Owner does not warrant the availability or the uninterrupted supply of any utility and shall not be liable for any damages resulting to Brevard Production from the unavailability or the interruption of any of the aforementioned services.
10. Assumption of Risk. Brevard Production expressly acknowledges and agrees that it assumes any and all risk of bodily injury, personal injury, death, or property damage or loss arising out of or related to the use of the Property for the purpose contemplated by this Agreement suffered by any employee, guest, agent, or independent contractor of Brevard Production or any such injury, damage or loss relating to the condition of the Property. Brevard Production acknowledges and agrees that Brevard Production is responsible under this Agreement for making the Property suitable for the holding of the Events and having Brevard Production's employees, guests, agents, or independent contractors access the Property, and that Owner shall have no liability relating to the condition of the Property. Owner has not made any promises, guarantees, or warranties regarding the adequacy or fitness of the Property for the purpose contemplated by this Agreement, and Brevard Production hereby agrees to accept the Property in an "AS IS" condition with all faults, known and unknown. TO THE EXTENT PERMITTED BY LAW, OWNER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATED TO BREVARD PRODUCTION'S USE OF THE PROPERTY FOR THE PURPOSE CONTEMPLATED BY THIS AGREEMENT. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

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11. Indemnification and Release. In consideration the use rights granted to Brevard Production in this Agreement, Brevard Production hereby agrees to release, indemnify, defend, and hold Owner, its parent and affiliate companies, and their agents and employees, harmless from all liability, including liability for any injury or damage which any indemnified party may incur that (a) arises from actions or activities during the course of the Event(s) sponsored by Brevard Production or other actions or use of the Property by Brevard Production or its employees, agents, invitees, licensees, or independent contractors, (b) arises from the condition of the Property except during a VCI/CVCA Event, or (c) arises from Brevard Production's breach or default under this Agreement. Brevard Production's promise to indemnify, defend, and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgment, and/or settlement of any complaint, claim, or legal action, up to its insurance limits. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
12. Insurance. Brevard Production further agrees that Brevard Production shall obtain and maintain for so long as this License remains in effect, the insurance coverages specified in Exhibit "B" attached hereto and made a part hereof, with Owner, The Viera Company, a Florida corporation ("TVC") and A. Duda & Sons, Inc., a Florida corporation ("Duda") (being the affiliate and parent companies of Owner) named as "additional insureds" under such coverages regarding operations upon the Property during the Term. All liability insurance shall be written on an "occurrence" basis. Prior to entering the Property, Brevard Production shall deliver to Owner a certificate of insurance evidencing such coverages naming Owner and Duda as "additional insureds." Upon Owner's request, Brevard Production shall promptly deliver to such requesting party a copy of the policies providing such coverages.
- Failure to have adequate proof of current insurance meeting the requirements of this section evidenced by a certificate of insurance or failure to file such insurance certificate with Owner shall entitle Owner to immediately suspend the privilege of Brevard Production to use the Property until such proof is furnished. Notwithstanding the foregoing, Brevard Production's failure to provide the required insurance certificate shall warrant termination of this Agreement, provided that Owner notifies Brevard Production of Brevard Production's failure to deliver such certificate and Brevard Production does not deliver such certificate within the earlier to occur of (a) thirty (30) days after such notice by Owner or (b) five (5) business days prior to an Event of Brevard Production. By requiring this insurance and related insurance certificate, Owner does not represent that coverage and limits will necessarily be adequate to protect Brevard Production, and such coverage and limits shall not be deemed as a limitation on Brevard Production's liability under this Agreement.
13. No Assignment or Sublicense. Brevard Production shall not assign or transfer this Agreement or sublicense any portion of the Property without the written consent of Owner, except as for the sublicense in favor of VCI and CVCA as previously set forth in this Agreement.
14. Default: Brevard Production shall be in default under this Agreement if it is (a) in breach of any provision of this Agreement and fails to cure such breach within any applicable cure period or (b) in violation of any provision of this Agreement for which this Agreement provides that such violation is a default under this Agreement. Upon the occurrence of a default by Brevard Production, Owner shall be entitled to immediately terminate this Agreement upon delivery of at

least thirty (30) days advance written notice of the termination and/or pursue any other remedy available to Owner under applicable law or equity.

15. No Joint Venture. Brevard Production acknowledges and agrees that Owner's sole role in this matter is to authorize Brevard Production to use and occupy the Property for the purposes described herein. This Agreement does not constitute a joint venture between Brevard Production and Owner.
16. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of (a) the date and time the same are personally delivered or transmitted electronically (i.e., facsimile or e-mail), (b) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (c) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

**Brevard Production:** Giles Malone, Director  
2230 Sykes Creek Drive  
Merritt Island, FL 32953  
E-mail: [gilesmalone@gmail.com](mailto:gilesmalone@gmail.com)

**Owner:** Viera Development Corporation  
Attention: Todd J. Pokyrwa  
7380 Murrell Road, Suite 201  
Viera, FL 32940  
Email: [todd.pokyrwa@viera.com](mailto:todd.pokyrwa@viera.com) and  
[viera.legal@duda.com](mailto:viera.legal@duda.com)

17. Governing Law and Venue/Attorneys' Fees. This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Brevard County, Florida; each Party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. In the event of a dispute between the parties relating to this Agreement that results in litigation or dispute resolution proceedings, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and dispute resolution fees, including any such fees relating to collection, appellate, or bankruptcy proceedings.
18. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
19. Counterparts. This Agreement may be executed in counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document.

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The Parties may execute different counterparts of this Agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

20. Third Party Obligations. This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any causes of action in any third parties.
21. Waiver. No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving Party. No waiver with respect to a specific circumstance or event shall be deemed a waiver as to any other circumstance or event.
22. Participation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.
23. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party to the extent incorporated into this Agreement.
24. Amendments and Modifications. No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties.
25. No Recording of this Agreement: Brevard Production shall not record this Agreement or a memorandum of this Agreement in the Public Records of Brevard County, Florida. If Brevard Production does so, Brevard Production shall be deemed to be in default of this Agreement and Brevard Production agrees to execute a termination of this Agreement or a termination of such memorandum of Agreement and cause such termination to be recorded in the Public Records of Brevard County, Florida in its sole and absolute cost and expense.

SIGNATURES TO FOLLOW


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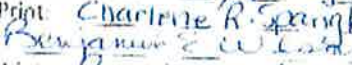
IN WITNESS WHEREOF, this Agreement was executed on the date(s) set forth below.

Owner:

VIERA DEVELOPMENT CORPORATION  
a Florida corporation

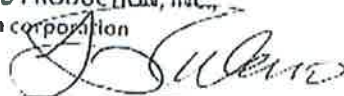
By:   
Print: Todd J. Pokrywa  
Its: President  
Date: 10/20/2022

WITNESSES

  
Print: Charlotte R. Springer  
  
Print: Benjamin E. Wilson

Brevard Production:

BREVARD PRODUCTION, INC.,  
a Florida corporation

By:   
Print: Thomas J. Palermo  
Its: President  
Date: 10/19/22

WITNESSES


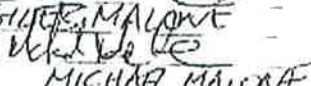
  
Print: GUYE MALONE  
  
Print: MICHAEL MAUNE

Exhibit "A"

The Property

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The property has  
Parcel ID# 26-36-04-UN-3 issued  
by the Broward County Property Appraiser.

Viera Boulevard Interchange  
Conceptual Master Plan







Entry to align with median break and USSSA entry on Stadium Parkway

Entry to align with Willet PL



Exhibit "B"

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
1. Comprehensive General Liability	Bodily Injury (and Death): <del>\$2,000,000</del> each occurrence  <del>\$10,000,000</del> aggregate  Property Damage:  <del>\$2,000,000</del> each occurrence  <del>\$10,000,000</del> aggregate
2. Comprehensive Automobile Liability	Bodily Injury (and Death): <del>\$1,000,000</del> each person  <del>\$1,000,000</del> each occurrence  • <u>Applicable to vehicles of Brevard Production and its independent contractors providing services or set-up/breakdown work relating to the Events.</u>
3. Contractual Liability Insurance (arising from indemnity agreement)	<del>\$1,000,000</del>
4. Workers' Compensation	As provided by Florida Statutes
5. Employers' Liability	<del>\$500,000</del>

Additional Insureds:

Viera Development Corporation  
7380 Murrell Road, Suite 201  
Viera, Florida 32940

A. Duda & Sons, Inc.  
P. O. Box 620257  
Oviedo, Florida 32762-0257

The Viera Company  
7380 Murrell Road, Suite 201  
Viera, Florida 32940

X:\LEGAL \VC\Brevard Productions License for Event Space (Stadium Parkway Site North of Viera Middle School)\V6 License Agreement Brevard Production Inc (Viera Comments to Dujovne clean 10-17-22).docx

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This Instrument Prepared By  
And To Be Returned To  
Benjamin E. Wilson, Esq.  
The Viera Company  
7380 Murrell Road, Suite 201  
Viera, Florida 32940  
321 242 1200

Parcel ID Being a portion of Parcel ID 26-36-04-UN-3

**Note: This instrument is exempt from Florida Documentary Stamp Taxes pursuant to Section 201.02, Florida Statutes, because, at the time of this conveyance, the Property is not encumbered by a mortgage, Grantee is a conduit entity of Grantor, and Grantor is the sole shareholder of Grantee. Nevertheless, minimum Florida Documentary Stamp Taxes are being paid in connection with the recording of this instrument.**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of the 2nd day of November 2022 by THE VIERA COMPANY, a Florida corporation, whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940 ("Grantor"), to VIERA DEVELOPMENT CORPORATION, a Florida corporation, whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee that certain real property situated, lying and being in Brevard County, Florida, and more particularly described in EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Property").

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is made subject to those matters described in EXHIBIT "B" attached hereto and made a part hereof and any other matters of public record.

(SIGNATURE OF GRANTOR IS ON THE FOLLOWING PAGE)

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

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson  
Print Name: Benjamin E. Wilson

Charlene R. Spangler  
Print Name: Charlene R. Spangler

THE VIERA COMPANY,  
a Florida corporation

By: [Signature]  
Name: Todd J. Pokrywa  
Title: President



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 2nd day of November 2022 by Todd J. Pokrywa as President of The Viera Company, a Florida corporation, on behalf of said corporation. Said person (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public  
Commission No.: GG 341423  
My Commission Expires: 6/3/2023

**EXHIBIT "A"**  
**Legal Description of the Property**

THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

**DESCRIPTION**

PART OF LOT 3, STADIUM EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGE 15, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH ALL OF TRACT F2, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, AND SECTIONS 32 AND 33, TOWNSHIP 25, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF TRACT "D" OF SAID STADIUM EAST, (SAID POINT ALSO BEING A POINT ON THE CURVED EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 3719, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1775 00 FEET, A CENTRAL ANGLE OF 06°18'27", A CHORD BEARING OF N20°09'27"W, AND A CHORD LENGTH OF 195 30 FEET), A DISTANCE OF 195 40 FEET TO THE END OF SAID CURVE, (2) THENCE N23°18'40"W A DISTANCE OF 446 08 FEET, (3) THENCE N68°37'23"E A DISTANCE OF 15 00 FEET, (4) THENCE N23°18'40"W A DISTANCE OF 99 60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, (5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1000 00 FEET, A CENTRAL ANGLE OF 15°32'39", A CHORD BEARING OF N15°32'21"W, AND A CHORD LENGTH OF 270 47 FEET), A DISTANCE OF 271 30 FEET TO A NON-TANGENT INTERSECTION WITH THE SOUTH LINE OF LOT 4 OF SAID STADIUM EAST, THENCE N89°11'20"E, ALONG SAID SOUTH LINE OF SAID LOT 4 AND ALONG THE SOUTH LINE OF TRACT F1 OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, A DISTANCE OF 1602 19 FEET TO THE SOUTHEAST CORNER OF SAID TRACT F1 AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, (A 150' PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF VIERA BOULEVARD COMMERCIAL CENTER II, AS RECORDED IN PLAT BOOK 68, PAGE 67, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA), (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT F2), THENCE S03°54'36"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 894 59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2075 00 FEET, A CENTRAL ANGLE OF 01°43'45", A CHORD BEARING OF S04°46'28" E, AND A CHORD LENGTH OF 62 62 FEET), A DISTANCE OF 62 62 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT "D" WITH SAID WEST RIGHT-OF-WAY LINE, THENCE S89°11'20"W, ALONG SAID EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 1326 45 FEET TO THE POINT OF BEGINNING CONTAINING 32 41 ACRES, MORE OR LESS

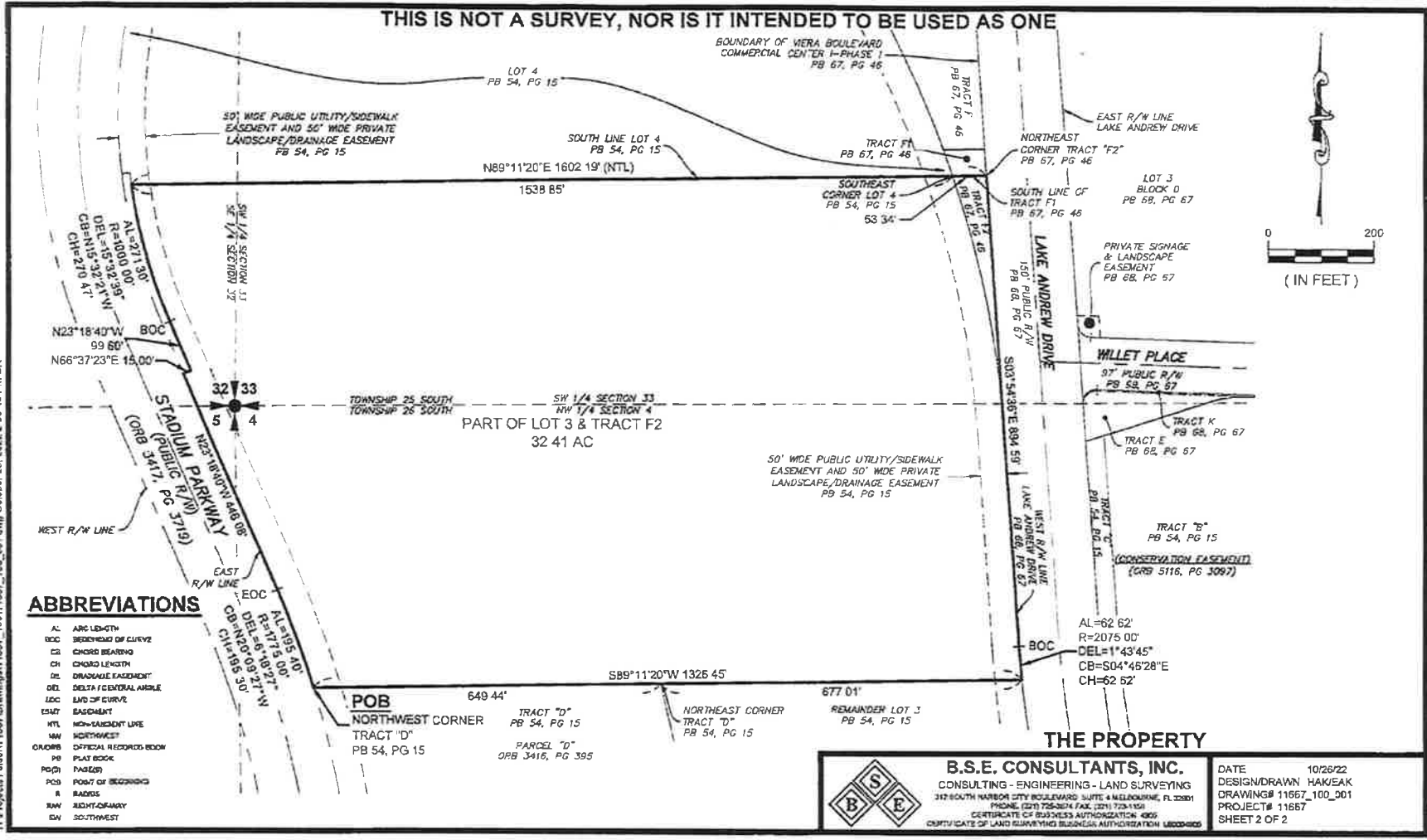
\\Projects\Folder11697\Drawings\11697\_10011697\_100\_001.dwg October 26, 2022 2:20:58 PM BK

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**THE PROPERTY**

	<b>B.S.E. CONSULTANTS, INC.</b>	DATE 10/26/22
	CONSULTING - ENGINEERING - LAND SURVEYING 312 SOUTH HANCOCK CITY BOULEVARD, SUITE 4 WELLSBORO, FL 32901 PHONE: (202) 725-2674 FAX: (202) 729-1194 CERTIFICATE OF BUSINESS AUTHORIZATION 4300 CERTIFICATE OF LAND SURVEYING ILLUSTRATION LICENSES	DESIGN/DRAWN HAK/EAJ DRAWING# 11667_100_001 PROJECT# 11667 SHEET 1 OF 2

THIS IS NOT A SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



**ABBREVIATIONS**

- AL- ARC LENGTH
- BOC- BEGINNING OF CURVE
- CD- CHORD BEARING
- CL- CHORD LENGTH
- DE- DIAGONAL EASEMENT
- DEL- DELTA / CENTRAL ANGLE
- LOC- END OF CURVE
- ESMT- EASEMENT
- HTL- HORIZONTAL LINE
- INT- INTERSECTION
- ORWB- OFFICIAL RECORD BOOK
- PL- PLAT BOOK
- PROP- PAGES
- POB- POINT OF BEGINNING
- R- RADIUS
- R/W- RIGHT-OF-WAY
- SW- SOUTHWEST

**THE PROPERTY**



**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
 PHONE: (321) 755-2674 FAX: (321) 723-1150  
 CERTIFICATE OF BUSINESS AUTHORIZATION 4866  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION 10002-000

DATE 10/26/22  
 DESIGN/DRAWN HAK/EA/K  
 DRAWING# 11667\_100\_001  
 PROJECT# 11667  
 SHEET 2 OF 2

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**EXHIBIT "B"**  
**Permitted Exceptions**

1. Amended and Restated Development Order Viera Development of Regional Impact approved by Resolution 19-134 adopted by the Brevard County Board of County Commissioners on August 20, 2019, record notice of which was provided by that certain Notice of Modification of a Development Order recorded on September 23, 2019 in Official Records Book 8545, Page 418, of the Public Records of Brevard County, Florida.
2. Agreement Covering Water Service dated August 26, 1988, between The Viera Company and the City of Cocoa, Florida, as amended by that certain Amendment #1 To Agreement To Provide Water Service dated June 13, 1989, as further amended by that certain Second Amendment to Agreement dated May 27, 1994, as recorded in Official Records Book 3404, Page 0953, of the Public Records of Brevard County, Florida and re-recorded in Official Records Book 3407, Page 3452, of the Public Records of Brevard County, Florida, as further amended by that certain Third Amendment to Agreement recorded on August 16, 2017 in Official Records Book 7962, Page 1632, of the Public Records of Brevard County, Florida, and as further amended by that certain Fourth Amendment to Agreement recorded on August 16, 2017 in Official Records Book 7962, Page 1655, of the Public Records of Brevard County, Florida.
3. Plat of Stadium East recorded in Plat Book 54, Page 15, of the Public Records of Brevard County, Florida.
4. Zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities.
5. Taxes and assessments for the year of the 2022 and subsequent years.

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This Instrument Prepared By  
And To Be Returned To

Benjamin E Wilson, Esq  
The Viera Company  
7380 Murrell Road, Suite 201  
Viera, Florida 32940  
321 242.1200

Parcel ID: Bcng Parcel ID 26-36-32-00-762

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of the 19<sup>th</sup> day of January 2023 by THE VIERA COMPANY, a Florida corporation, whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940 ("Grantor"), to VIERA DEVELOPMENT CORPORATION, a Florida corporation, whose post office address is 7380 Murrell Road, Suite 201, Viera, Florida 32940 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee that certain real property situated, lying and being in Brevard County, Florida, and more particularly described in EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Property").

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is made subject to those matters described in EXHIBIT "B" attached hereto and made a part hereof and any other matters of public record.

(SIGNATURE OF GRANTOR IS ON THE FOLLOWING PAGE)

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

Signed, sealed and delivered  
in the presence of:

Benjamin E. Wilson  
Print Name: Benjamin E. Wilson

Charlene R. Spangler  
Print Name: Charlene R. Spangler

THE VIERA COMPANY,  
a Florida corporation

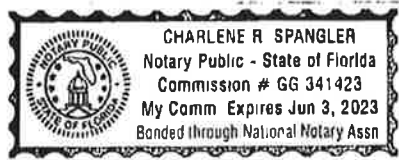
By: [Signature]  
Name: Todd J. Pokrywa  
Title: President



STATE OF FLORIDA  
COUNTY OF BREVARD

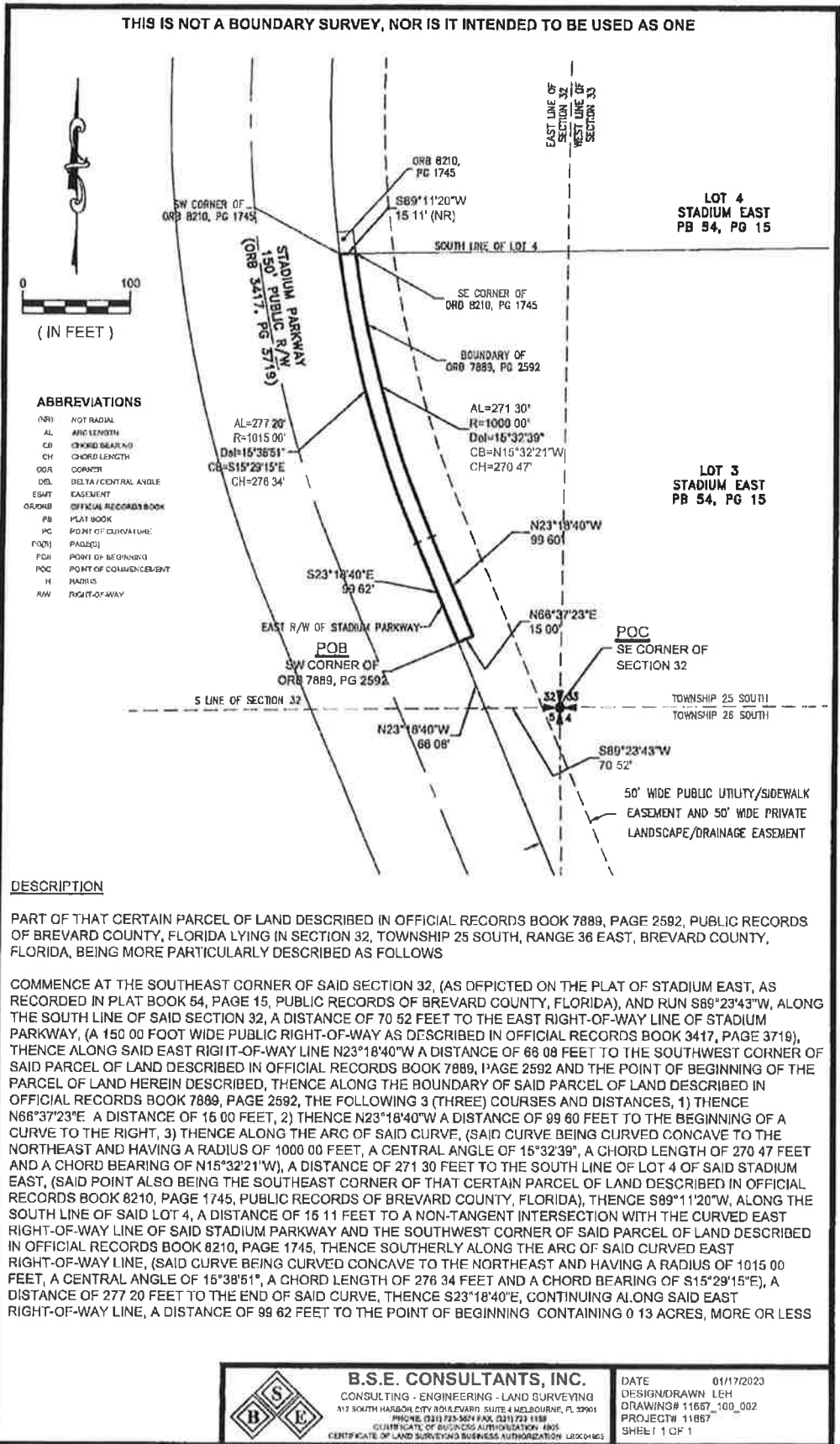
The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 19<sup>th</sup> day of January 2023 by Todd J. Pokrywa as President of The Viera Company, a Florida corporation, on behalf of said corporation. Said person (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit:

\_\_\_\_\_



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public  
Commission No.: 6/3/2023  
My Commission Expires: GG341423

**EXHIBIT "A"**  
**Legal Description of the Property**



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**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 317 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32961  
 PHONE: (321) 725-5054 FAX: (321) 723-1188  
 CERTIFICATE OF BUSINESS AUTHORIZATION #805  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION L20C04065

DATE 01/17/2023  
 DESIGNER/DRAWN LEH  
 DRAWING# 11667\_100\_002  
 PROJECT# 11667  
 SHEET 1 OF 1



**EXHIBIT "B"**  
**Permitted Exceptions**

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