

# BOARD OF COUNTY COMMISSIONERS


## AGENDA REVIEW SHEET

AGENDA: Dedication of: 1) Warranty Deed and Bill of Sale from The Viera Company, and 2) Quit Claim Deed from Pangea Park Neighborhood Association, Inc., for the benefit of Lift Station W-32– District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Andrew Malach, Land Acquisition Specialist

CONTACT PHONE: 321-350-8351

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>6-2-2022</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u> _____	_____	<u>6-2-2022</u> _____

Prepared by and return to: Andrew Malach  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940  
A portion of interest in Tax Parcel ID: 26-36-28-YD-\* -H

### WARRANTY DEED

**THIS DEED** is made this 25<sup>th</sup> day of May, 2022, by The Viera Company, a Florida Corporation, hereafter called the Grantor, whose mailing address is 7380 Murrell Rd, Suite 201, Melbourne, FL 32940, to Brevard County, a political subdivision of the State of Florida, hereafter called the Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

**WITNESSETH** that the Grantor, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, paid, receipt of which is acknowledged, does grant, bargain, sell, and convey unto the Grantee, its successors and assigns the following described lands, lying and being in the Brevard County, Florida, to-wit:

#### SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Together with all riparian and littoral rights appertaining thereto, and all interest in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

The Grantors agree that upon conveyance of the property, no covenants or restrictions put in place by Grantor shall apply to the property hereto in perpetuity.

**TO HAVE AND TO HOLD THE SAME**, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise incident and/or appertaining thereto and all the estate, right, title and interest forever, and the Grantor does fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

(Signatures and Notary on next page)

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson  
Witness Benjamin E. Wilson  
Charlene R. Spangler  
Witness

Charlene R. Spangler  
Print Name

STATE OF FLORIDA  
COUNTY OF BREVARD

GRANTOR:  
The Viera Company,  
a Florida Corporation

By: [Signature]

Todd J Pokrywa, President

(Corporate Seal)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 25<sup>th</sup> day of May, 2022, by Todd J Pokrywa, as President for The Viera Company, a Florida Corporation. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.

Charlene R. Spangler

Notary Signature

SEAL

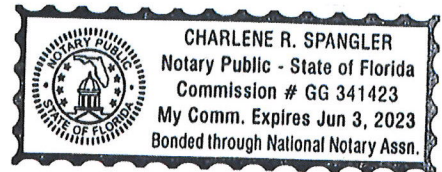


Exhibit "A"

TRACT H, PANGAEA PARK - PHASES 1 & 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGE 58, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST.

TOGETHER WITH

PART OF TRACT OS N5-1 OF SAID PANGAEA PARK - PHASES 1 & 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT H AND RUN N70°43'41"E, ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT H AND A NON-TANGENT INTERSECTION WITH THE CURVED SOUTH RIGHT-OF-WAY LINE OF PANGAEA CIRCLE, (A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE RECORDED PLAT OF SAID PANGAEA PARK - PHASES 1 & 2); THENCE ALONG THE ARC OF SAID CURVE RIGHT-OF-WAY LINE, (SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 450.00 FEET, CENTRAL ANGLE OF 00°45'54", A CHORD BEARING OF N22°12'06"W AND A CHORD LENGTH OF 6.01 FEET), A DISTANCE OF 6.01 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH WEST; THENCE S70°43'41"W ALONG SAID NON-TANGENT LINE, PARALLEL TO AND 6.00 FEET NORTHWEST OF, (AS MEASURED PERPENDICULARLY TO), THE WEST LINE OF SAID TRACT H, A DISTANCE OF 39.69 FEET; THENCE S19°16'19"E A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.



Prepared by and return to: Andrew Malach  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, FL 32940  
A portion of interest in Tax Parcel ID: 26-36-28-YD-\*--OSN5.1

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made this 25<sup>th</sup> day of May, 2022, by Pangea Park Neighborhood Association, Inc., a Florida not for profit corporation, hereafter called the First Party, whose mailing address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to Brevard County, a political subdivision of the State of Florida, hereafter called the Second Party, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

WITNESSTH that the First Party, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other valuable considerations, to it in hand paid by the Second Party, receipt of which is hereby acknowledged, does hereby remise, release, and forever quit-claim to the Second Party, its heirs, successors and assigns, all of the First Party's right, title, interest, claim and demand which the First Party may have in the following described land, lying and being in Brevard County, Florida, to wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

The First Party agrees that upon conveyance of the property, no covenants or restrictions put in place by First Party shall apply to the property hereto in perpetuity.

IN WITNESS WHEREOF, the First Party has set its hand and seal to execute this Deed, the day and year first above written,

Signed, sealed, and delivered in the presence of:

Charlene R. Spangler

Witness

Charlene R. Spangler

Print Name

Hunter D.

Witness

Hunter Parviainen

Print Name

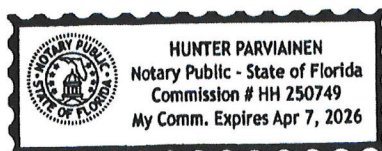
Pangea Park Neighborhood Association,  
Inc., a Florida not for profit corporation

By: Eva M Rey  
Eva M Rey, President

(SEAL)

State of Florida  
County of Brevard

The foregoing instrument was acknowledge before me by means of ☒ physical presence or ☐ Online notarization on this 25<sup>th</sup> day of May 2022, by Eva M Rey, President of Pangea Park Neighborhood Association, Inc., a Florida not for profit corporation. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.



Hunter D.  
Notary Signature  
SEAL

Exhibit "A"

PART OF TRACT OS N5-1 OF SAID PANGEA PARK - PHASES 1 & 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT H AND RUN N70°43'41"E, ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT H AND A NON-TANGENT INTERSECTION WITH THE CURVED SOUTH RIGHT-OF-WAY LINE OF PANGEA CIRCLE, (A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE RECORDED PLAT OF SAID PANGEA PARK - PHASES 1 & 2); THENCE ALONG THE ARC OF SAID CURVE RIGHT-OF-WAY LINE, (SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 450.00 FEET, CENTRAL ANGLE OF 00°45'54", A CHORD BEARING OF N22°12'06"W AND A CHORD LENGTH OF 6.01 FEET), A DISTANCE OF 6.01 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH WEST; THENCE S70°43'41"W ALONG SAID NON-TANGENT LINE, PARALLEL TO AND 6.00 FEET NORTHWEST OF, (AS MEASURED PERPENDICULARLY TO), THE WEST LINE OF SAID TRACT H, A DISTANCE OF 39.69 FEET; THENCE S19°16'19"E A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

**BILL OF SALE**

The Viera Company, a Florida Corporation, whose mailing address is 7380 Murrell Rd, Suite 201, Melbourne, FL 32940 (hereinafter "SELLER"), for and in consideration of good and valuable consideration to it paid by Brevard County, a political subdivision of the State of Florida (hereinafter "BUYER"), the receipt and sufficiency of which consideration is hereby acknowledged, by these presents does grant, bargain, sell, transfer and deliver unto BUYER, its successors and assigns, the goods, chattels and items of personal property owned by SELLER, their successors and assigns, (hereinafter "property") as that property is set forth on **EXHIBIT "A"** attached hereto and made a part thereof, and being situate on certain real property described on **EXHIBIT "B"** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto BUYER, its successors and assigns, forever.

**AND** SELLER, does, for themselves and their successors and assigns, covenant to and with BUYER, its successors and assigns, that SELLER is the lawful owner of said property; that said property is free from all liens and encumbrances; that SELLER has good right to sell the same aforesaid; and that SELLER will warrant and defend the sale of said property hereby made unto BUYER, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, SELLER, by its duly authorized representative, has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 25<sup>th</sup> day of May, 2022.

The Viera Company, a Florida Corporation

  
Todd J Pokrywa, President

(Corporate Seal)



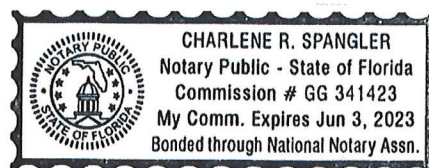
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25<sup>th</sup> day of May, 2022 by Todd J Pokrywa, President of The Viera Company, a Florida Corporation, ☒ who are personally known to me or ☐ who have provided a \_\_\_\_\_ as identification.

SEAL

  
Notary Public

My Commission Expires:





**VILLAGE 2, NEIGHBORHOOD 5 - PANGAEA PARK SUBDIVISION**  
**INFRASTRUCTURE IMPROVEMENTS - PHASES 1 & 2**  
**UTILITY SERVICES**

**ITEMIZED COST OF CONSTRUCTION**

**EXHIBIT "A"**

~~FEB 23 2022~~

<b>PERMITTING</b>	<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITIES</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>PANGAEA PARK SUBDIVISION - PHASE 1</b>					
<b>PART A – SANITARY SEWER SYSTEM</b>					
	4' DIAMETER SAN. SEWER MANHOLE (4'-6' DEPTH)	EA	7	\$ 4,395.00	\$ 30,765.00
	4' DIAMETER SAN. SEWER MANHOLE (6'-8' DEPTH)	EA	3	\$ 5,400.00	\$ 16,200.00
	4' DIAMETER SAN. SEWER MANHOLE (8'-10' DEPTH)	EA	5	\$ 6,200.00	\$ 31,000.00
	4' DIAMETER SAN. SEWER MANHOLE (10'-12' DEPTH)	EA	2	\$ 7,400.00	\$ 14,800.00
	5' DIAMETER SAN SEWER MANHOLE (12'-14' DEPTH)	EA	1	\$ 8,862.00	\$ 8,862.00
	5' DIAMETER SAN SEWER MANHOLE (14'-16' DEPTH)	EA	2	\$ 10,954.00	\$ 21,908.00
	5' DIAMETER SAN SEWER MANHOLE (16'-18' DEPTH)	EA	2	\$ 12,976.00	\$ 25,952.00
	5' DIAMETER SAN SEWER MANHOLE (18'-20' DEPTH)	EA	3	\$ 14,575.00	\$ 43,725.00
	5' DIAMETER SAN SEWER MANHOLE (20'-22' DEPTH)	EA	-	\$ -	\$ -
	5' DIAMETER LINED MANHOLE (20'- 22' DEPTH)	EA	1	\$ 28,812.00	\$ 28,812.00
	6' DIAMETER DROP MANHOLE (12'-14' DEPTH)	EA	1	\$ 13,800.00	\$ 13,800.00
	6' DIAMETER DROP MANHOLE (14'-16' DEPTH)	EA	1	\$ 15,900.00	\$ 15,900.00
	6' DIAMETER DROP MANHOLE (16'-18' DEPTH)	EA	3	\$ 16,400.00	\$ 49,200.00
	6' DIAMETER DROP MANHOLE (18'-20' DEPTH)	EA	1	\$ 18,100.00	\$ 18,100.00
	6' DIAMETER DROP MANHOLE (20'-22' DEPTH)	EA	3	\$ 19,625.00	\$ 58,875.00
	8" PVC SANITARY SEWER (4'-6' DEPTH)	LF	1,599	\$ 24.00	\$ 38,376.00
	8" PVC SANITARY SEWER (8'-10' DEPTH)	LF	1,792	\$ 50.00	\$ 89,600.00
	8" PVC SANITARY SEWER (10'-12' DEPTH)	LF	376	\$ 54.00	\$ 20,304.00
	8" PVC SANITARY SEWER (12'-14' DEPTH)	LF	524	\$ 62.00	\$ 32,488.00
	8" PVC SANITARY SEWER (14'-16' DEPTH)	LF	432	\$ 75.00	\$ 32,400.00
	8" PVC SANITARY SEWER (16'-18' DEPTH)	LF	1,171	\$ 122.00	\$ 142,862.00
	8" PVC SANITARY SEWER (18'-20' DEPTH)	LF	782	\$ 123.00	\$ 96,186.00
	8" PVC SANITARY SEWER (20'-22' DEPTH)	LF	359	\$ 135.00	\$ 48,465.00
	10" PVC SANITARY SEWER (20'-22' DEPTH)	LF	60	\$ 148.00	\$ 8,880.00
	10" C900 PVC SANITARY SEWER (20'-22' DEPTH)	LF	60	\$ 147.00	\$ 8,820.00
	REMOVE BLIND FLANGE & CONNECT TO EXISTING SANITARY FM VALVE	EA	1	\$ 1,548.00	\$ 1,548.00
	SINGLE SANITARY SEWER SERVICE CONNECTION	EA	19	\$ 703.00	\$ 13,357.00
	DOUBLE SANITARY SEWER SERVICE CONNECTION	EA	65	\$ 827.00	\$ 53,755.00
	6" PVC SANITARY FORCE MAIN	LF	1,560	\$ 24.50	\$ 38,220.00
	AIR RELIEF VALVE (ABOVE GROUND)	EA	1	\$ 6,423.00	\$ 6,423.00
	SANITARY WET WELL LIFT STATION - COMPLETE WITH TELEMETRY AND DRIVEWAY	LS	1	\$ 417,500.00	\$ 417,500.00
<b>SUBTOTAL PART A</b>					<b>\$ 1,427,083.00</b>



**VILLAGE 2, NEIGHBORHOOD 5 - PANGAEA PARK SUBDIVISION  
INFRASTRUCTURE IMPROVEMENTS - PHASES 1 & 2**

**ITEMIZED COST OF CONSTRUCTION**

**EXHIBIT "A"**

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
<b>PART B -- REUSE DISTRIBUTION SYSTEM</b>				
4" PVC REUSE MAIN	LF	50	\$ 15.25	\$ 762.50
8" PVC REUSE MAIN	LF	3,907	\$ 31.00	\$ 121,117.00
8" GATE VALVE ASSEMBLY	EA	14	\$ 1,781.00	\$ 24,934.00
REMOVE BLOW OFF & CONNECT TO EXISTING REUSE MAIN	EA	1	\$ 1,868.00	\$ 1,868.00
2" TEMP BLOW OFF AND GATE VALVE ASSEMBLY	EA	5	\$ 2,817.00	\$ 14,085.00
CONNECT TO EXIST. FM AND VALVE	EA	1	\$ 1,078.00	\$ 1,078.00
SINGLE SERVICE CONNECTION - LIFT STATION	EA	1	\$ 2,451.00	\$ 2,451.00
DOUBLE SERVICE CONNECTION	EA	9	\$ 720.00	\$ 6,480.00
<b>SUBTOTAL PART B</b>				<b>\$ 172,775.50</b>
<b>SUBTOTAL - PHASE 1 (PARTS A-B)</b>				<b>\$ 1,599,858.50</b>
<b>PANGAEA PARK SUBDIVISION - PHASE 2</b>				
<b>PART A -- SANITARY SEWER SYSTEM</b>				
4' DIAMETER SAN. SEWER MANHOLE (4'-6' DEPTH)	EA	5	\$ 4,275.00	\$ 21,375.00
4' DIAMETER SAN. SEWER MANHOLE (6'-8' DEPTH)	EA	4	\$ 4,852.00	\$ 19,408.00
4' DIAMETER SAN. SEWER MANHOLE (8'-10' DEPTH)	EA	1	\$ 5,967.00	\$ 5,967.00
4' DIAMETER SAN. SEWER MANHOLE (10'-12' DEPTH)	EA	4	\$ 6,982.00	\$ 27,928.00
5' DIAMETER SAN SEWER MANHOLE (12'-14' DEPTH)	EA	1	\$ 8,611.00	\$ 8,611.00
5' DIAMETER SAN SEWER MANHOLE (14'-16' DEPTH)	EA	1	\$ 10,952.00	\$ 10,952.00
5' DIAMETER SAN SEWER MANHOLE (16'-18' DEPTH)	EA	1	\$ 13,227.00	\$ 13,227.00
5' DIAMETER SAN SEWER MANHOLE (18'-20' DEPTH)	EA	1	\$ 15,033.00	\$ 15,033.00
6' DIAMETER DROP MANHOLE (14'-16' DEPTH)	EA	1	\$ 16,132.00	\$ 16,132.00
8" PVC SANITARY SEWER (4'-6' DEPTH)	LF	1,628	\$ 24.00	\$ 39,072.00
8" PVC SANITARY SEWER (6'-8' DEPTH)	LF	1,097	\$ 46.00	\$ 50,462.00
8" PVC SANITARY SEWER (10'-12' DEPTH)	LF	1,000	\$ 55.00	\$ 55,000.00
8" PVC SANITARY SEWER (12'-14' DEPTH)	LF	312	\$ 62.00	\$ 19,344.00
8" PVC SANITARY SEWER (14'-16' DEPTH)	LF	500	\$ 75.00	\$ 37,500.00
8" PVC SANITARY SEWER (16'-18' DEPTH)	LF	214	\$ 117.00	\$ 25,038.00
10" PVC SANITARY SEWER (18'-20' DEPTH)	LF	220	\$ 139.00	\$ 30,580.00
REMOVE PLUG AND CONNECT TO EXISTING MANHOLE	EA	2	\$ 2,008.00	\$ 4,016.00
SINGLE SANITARY SEWER SERVICE CONNECTION	EA	13	\$ 703.00	\$ 9,139.00
DOUBLE SANITARY SEWER SERVICE CONNECTION	EA	58	\$ 827.00	\$ 47,966.00
<b>SUBTOTAL PART A</b>				<b>\$ 456,750.00</b>



**VILLAGE 2, NEIGHBORHOOD 5 - PANGAEA PARK SUBDIVISION  
INFRASTRUCTURE IMPROVEMENTS - PHASES 1 & 2**

**ITEMIZED COST OF CONSTRUCTION**

**EXHIBIT "A"**

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
<b>PART B – REUSE DISTRIBUTION SYSTEM</b>				
4" PVC REUSE MAIN	LF	1,682	\$ 16.00	\$ 26,912.00
4" GATE VALVE ASSEMBLY	EA	3	\$ 1,250.00	\$ 3,750.00
6" PVC REUSE MAIN	LF	1,128	\$ 23.00	\$ 25,944.00
6" GATE VALVE ASSEMBLY	EA	4	\$ 1,408.00	\$ 5,632.00
8" PVC REUSE MAIN	LF	2,380	\$ 35.00	\$ 83,300.00
8" GATE VALVE ASSEMBLY	EA	9	\$ 1,781.00	\$ 16,029.00
REMOVE BLOW OFF & CONNECT TO EXISTING REUSE MAIN	EA	2	\$ 1,275.00	\$ 2,550.00
2" TEMP BLOW OFF AND GATE VALVE ASSEMBLY	EA	5	\$ 2,839.00	\$ 14,195.00
SINGLE SERVICE CONNECTION	EA	121	\$ 745.00	\$ 90,145.00
<b>SUBTOTAL PART B</b>				<b>\$ 268,457.00</b>
<b>SUBTOTAL - PHASE 2 (PARTS A-B)</b>				<b>\$ 725,207.00</b>
<b>TOTAL - PHASES 1 &amp; 2</b>				<b>\$ 2,325,065.50</b>



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signed by  
Hassan Kamal  
Date:  
2022.02.23  
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Exhibit "B"

Real Property

TRACT H, PANGEA PARK - PHASES 1 & 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGE 58, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST.

TOGETHER WITH

PART OF TRACT OS N5-1 OF SAID PANGEA PARK - PHASES 1 & 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT H AND RUN N70°43'41"E, ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT H AND A NON-TANGENT INTERSECTION WITH THE CURVED SOUTH RIGHT-OF-WAY LINE OF PANGEA CIRCLE, (A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE RECORDED PLAT OF SAID PANGEA PARK - PHASES 1 & 2); THENCE ALONG THE ARC OF SAID CURVE RIGHT-OF-WAY LINE, (SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 450.00 FEET, CENTRAL ANGLE OF 00°45'54", A CHORD BEARING OF N22°12'06"W AND A CHORD LENGTH OF 6.01 FEET), A DISTANCE OF 6.01 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH WEST; THENCE S70°43'41"W ALONG SAID NON-TANGENT LINE, PARALLEL TO AND 6.00 FEET NORTHWEST OF, (AS MEASURED PERPENDICULARLY TO), THE WEST LINE OF SAID TRACT H, A DISTANCE OF 39.69 FEET; THENCE S19°16'19"E A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

# LOCATION MAP

**Section 28, Township 26 South, Range 36 East - District: 4**

PROPERTY LOCATION: Southwest Corner of Lake Andrew Drive and Pineda Boulevard on Pangea Circle in the Pangea Park – Phases 1 & 2 in Viera.

OWNERS NAME: The Viera Company

