

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
RIGHT-OF-WAY USE AGREEMENT
(West Viera)**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHT-OF-WAY USE AGREEMENT (this “**Partial Assignment**”) is dated as of _____ (the “**Effective Date**”) and is between THE VIERA COMPANY, a Florida corporation (“**Assignor**”), as assignor, and the VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes (“**Assignee**”), as assignee. BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**County**”), has previously consented in writing to this Partial Assignment by its Written Consent dated _____.

RECITALS

- A. Assignor and the County entered into that certain Right of Way Use Agreement dated September 17, 2019, relating to Assignor’s installation of landscaping, signage, hardscape, irrigation, traffic control devices (excluding traffic signals), and/or other related improvements pursuant to plans and specifications approved by the County (“**Approved Improvements**”) within the public rights-of-way that have been or will be dedicated to the County within the West Viera Planned Unit Development of the “Viera” master planned community located in the County, as more particularly described therein, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “**Agreement**”);
- B. Assignor has completed the installation of certain Approved Improvements under the Agreement, as more particularly described in **Exhibit “B”** and incorporated herein by this reference (the “**Assigned Improvements**”), and now desires to assign its rights, duties, and obligations arising from and after the Effective Date under the Agreement with regard to the Assigned Improvements to Assignee; and
- C. Assignee now desires to accept and assume the rights, duties, and obligations arising from and after the Effective Date under the Agreement with regard to the Assigned Improvements from Assignor.

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

- 1. Recitals. The above recitals are true and correct and incorporated into this Partial Assignment by this reference.
- 2. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor’s rights and interest with regard to the Assigned Improvements under the Agreement to Assignee that arise from and after the Effective Date. Further, Assignor hereby assigns to Assignee all of Assignor’s duties and obligations with regard to the Assigned Improvements under the Agreement that arise from and after the Effective Date. Assignee hereby accepts and assumes the above assignment of all of Assignor’s rights, interest, duties, and obligations with regard to the Assigned Improvements under the Agreement that arise from and after the Effective Date.
- 3. Notices. Each notice, request, demand, and other communication delivered by a party under the Agreement to Assignee, as assignee of the Agreement, shall be addressed to Assignee at the following address unless otherwise advised by Assignee in writing:

Viera Stewardship District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

The Viera Company
Attn: Legal Department
7380 Murrell Road, Suite 201
Viera, FL 32940

4. Partial Invalidity. If any term or provision of this Partial Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Partial Assignment or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Partial Assignment shall be valid and enforceable to the fullest extent permitted by applicable law.
5. Governing Law; Submission to Jurisdiction. This Partial Assignment shall be governed by, and construed in accordance with, the law of the State of Florida applicable to contracts made within and to be performed within the State of Florida. The parties hereto agree to submit to personal jurisdiction in the State of Florida in any action or proceeding arising out of this Partial Assignment and, in furtherance of such agreement, the parties hereby agree and consent that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the parties in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of Florida. In the event of any action to enforce the terms of this Partial Assignment, each party shall bear its own attorneys' fee, and any trial shall be a non-jury trial.
6. Counterparts. This Partial Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, by all of which together shall constitute one and the same instrument. Any counterpart delivered by electronic transmission shall be deemed an original counterpart from the sending party.
7. Limitation of Governmental Liability. Nothing in this Partial Assignment shall be deemed as a waiver of the Assignee's sovereign immunity or the Assignee's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Partial Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

(SIGNATURES BEGIN ON FOLLOWING PAGE.)

WITNESSES:

ASSIGNOR:

THE VIERA COMPANY, a Florida corporation

Print Name:_____

By:_____

Name:_____

Title:_____

Date:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ____ physical presence or ____ online notarization this ____ day of _____, _____, by _____ as _____ of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. Said person ____ is personally known to me or ____ produced the following identification: _____.

Print Name:_____

Notary Public, State of Florida

(SIGNATURE OF ASSIGNEE APPEARS ON FOLLOWING PAGE.)

WITNESSES:

ASSIGNEE:

VIERA STEWARDSHIP DISTRICT, a special purpose unit of
local government established pursuant to Chapter 2006-360,
Laws of Florida and Chapter 189, Florida Statutes

Print Name:_____

By:_____

Name:_____

Title:_____

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by ____ physical presence or ____ online notarization
this ____ day of _____, _____, by _____ as _____ of VIERA STEWARDSHIP
DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida
and Chapter 189, Florida Statutes, on behalf of the district. Said person ____ is personally known to me or ____
produced the following identification: _____.

Print Name:_____

Notary Public, State of Florida

Exhibit “A”

The Agreement

Exhibit “B”

The Assigned Improvements