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FLORIDA PROFIT/NON PROFIT CORPORATION
Viera Medical Park District Association, Inc.

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ARTICLES OF INCORPORATION
OF
VIERA MEDICAL PARK DISTRICT ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be VIERA MEDICAL PARK DISTRICT ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "District Association."

ARTICLE II

DURATION

The District Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the District Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Medical Park District recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time (the "District Declaration"), which pertains to the property described in Exhibit "A", attached hereto and incorporated herein by reference.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the District Association is located at 7380 Murrell Road, Suite 201, Viera, Florida 32940.

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ARTICLE VREGISTERED OFFICE AND AGENT

Raphael F. Hanley, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the District Association and the registered office shall be at said address.

ARTICLE VIPURPOSE AND POWERS OF THE DISTRICT ASSOCIATION

The District Association shall not pay dividends and no part of any income of the District Association shall be distributed to its members, directors or officers. The District Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the District Property and to promote the health, safety and welfare of the Owners. The District Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the District Declaration. The District Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the District Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property, Areas of Common Responsibility and Common Areas. The duties and powers of the District Association shall be exercised by the Board of Directors unless provided otherwise in the District Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the District Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the District Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the property of the District Association; and to provide adequate funding for the performance of any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property and Area of Common Responsibility, including without limitation the maintenance and operation of the District Drainage System and those portions of the Master System Stormwater Pond which are the District Association's responsibility to maintain;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the District Declaration or any other

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property for which the District Association by rule, regulation, District Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the District Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the District Association may be authorized to do so under the District Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote and advance the common interests of all owners of the District Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the District Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the District Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the District Declaration;

(i) To maintain, repair, replace and operate portions of the District Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the District Association for maintenance, repair, replacement and operation pursuant to the District Declaration, these Articles, the Bylaws, or separate agreement, including without limitation the District Drainage System and those portions of the Master System Stormwater Pond which are the District Association's responsibility to maintain, in a manner consistent with all permits issued by the St. Johns River Water Management District and applicable rules of the St. Johns River Water Management District;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the District Property or which may otherwise be subjected to the jurisdiction of the District Association as provided in the District Declaration. The District Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the District Association as provided in the District Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

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The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the District Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. Upon submittal of a Unit to condominium ownership in conformity with the requirements of the District Declaration, the owners of the individual condominium units shall not be considered members of the District Association; instead, the applicable condominium association shall be the "Owner" and member of the District Association for such Unit. The District Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto (membership in the District Association is not appurtenant to any condominium unit created in connection with the submittal of any Unit to condominium ownership but instead is vested in the applicable condominium association). Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the District Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the District Declaration, the Bylaws and the rules and regulations of the District Association.

7.2 Jurisdiction of District Association. The District Association and each member thereof must accept as members those owners subject to the jurisdiction of the District Association as provided in the District Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the District Association shall be as set forth in the District Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the District Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If a Unit has been submitted to condominium ownership in conformity with the requirements of the District Declaration, the president or other

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duly appointed officer of the applicable condominium association shall be entitled to cast the vote on behalf of such Unit. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the District Association shall be managed by a Board of Directors. During the Class "B" Control Period, the number of directors on the Board of Directors shall be not less than three (3) nor more than five (5), as determined by District Declarant. Thereafter, the number of directors on the Board of Directors may be increased or decreased, to not less than three (3) members, by the approval of a majority of the total votes of the District Association, provided that there shall always be an odd number of directorships created and further provided that all incumbent directors shall be permitted to serve out their existing term unless they sooner resign. The initial Board of Directors shall consist of three (3) directors appointed by District Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
Raphael F. Hanley	7380 Murrell Road, Suite 201 Viera, Florida 32940
Paul J. Martell	7380 Murrell Road, Suite 201 Viera, Florida 32940
Charlene R. Spangler	7380 Murrell Road, Suite 201 Viera, Florida 32940

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the District Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses

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of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Raphael F. Hanley	7380 Murrell Road, Suite 201 Viera, FL 32940
Vice President and Secretary	Charlene R. Spangler	7380 Murrell Road, Suite 201 Viera, FL 32940
Treasurer	Paul J. Martell	7380 Murrell Road, Suite 201 Viera, FL 32940

ARTICLE XI

INDEMNIFICATION

The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the District Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

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ARTICLE XIIIAMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the District Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by any federal, state or local governmental authority.

No amendment may remove, revoke, or modify any right or privilege of District Declarant or the Class "B" member without the written consent of District Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Provided, however, that the rights of Mortgagees shall be subject to the provisions of applicable law, including without limitation Chapter 720, Florida Statutes.

ARTICLE XIVINCORPORATOR

The name and address of the Incorporator of the District Association is as follows:

NameAddress

Jay A. Decator, III

7380 Murrell Road, Suite 201
Viera, Florida 32940ARTICLE XVNONSTOCK CORPORATION

The District Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the District Association; provided, however, that membership in the District Association may be evidenced by a certificate of membership which shall contain a statement that the District Association is a corporation not for profit.

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ARTICLE XVI

DISSOLUTION

In the event the District Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the District Association have been satisfied from the assets of the District Association or otherwise, the remaining assets of the District Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the District Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the District Drainage System and those portions of the Master System Stormwater Pond which are the District Association's responsibility to maintain must be transferred to and accepted by an entity which meets the requirements of section 40C-42.027, Florida Administrative Code, and which is approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the District Property in accordance with the District Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the District Association to such additional property as may be contemplated by the District Declaration.

The District Association and each member must accept as members the Owners of all Units in the District Property where the instrument hereafter annexing additional property to the jurisdiction of the District Association provides that the Owners of Units in the property annexed to the District Property are intended to be members of the District Association and that the District Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 14th day of January, 2012.

WITNESSES

Charlene R. Spangler
Charlene R. Spangler
(Print Name)

Jay A. Decator, III
Jay A. Decator, III

Laura H. Segura
Laura H. Segura
(Print Name)

Address: 7380 Murrell Road, Ste 201
Viera, FL 32940

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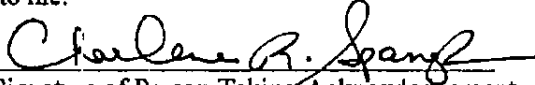
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STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 19th day of January 2012
by Jay A. Decator, III. Said person is known to me.

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


Signature of Person Taking Acknowledgement
Print Name: Charlene R. Spangler
Title: Notary Public
Serial No. (if any) EE 84836
Commission Expires: 5/27/15


CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in
compliance with said Acts.

VIERA MEDICAL PARK ASSOCIATION, INC., desiring to organize as a corporation
under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201,
Viera, Florida 32940, has named Raphael F. Hanley, located at the above registered office, as its
Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE
OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE
DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS
REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE
TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND
ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


Raphael F. Hanley
Registered Agent

Date: 1/19/2012

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EXHIBIT "A"**VIERA MEDICAL PARK PHASE 1**

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF WICKHAM ROAD EXTENSION, RECORDED IN PLAT BOOK 50, PAGE 10, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, AND RUN S89°08'33"W ALONG THE NORTH LINE OF SAID WICKHAM ROAD EXTENSION A DISTANCE OF 763.28 FEET TO THE SOUTHEAST CORNER OF STADIUM PARKWAY PHASE 1, AS RECORDED IN ROAD PLAT BOOK 1, PAGE 194, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE EAST LINE OF SAID STADIUM PARKWAY PHASE 1, AND THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF N45°51'27"W) A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N00°51'27"W CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 1039.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF N44°08'33"E) A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N89°08'33"E A DISTANCE OF 365.25 FEET; THENCE S00°51'27"E A DISTANCE OF 44.50 FEET; THENCE S07°48'55"E A DISTANCE OF 33.55 FEET; THENCE S13°02'39"E A DISTANCE OF 64.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 6°02'09", A CHORD LENGTH OF 36.75 FEET AND A CHORD BEARING OF S73°56'17"W) A DISTANCE OF 36.76 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; THENCE S18°48'48"E ALONG SAID NON-TANGENT LINE A DISTANCE OF 160.30 FEET; THENCE S70°16'51"W A DISTANCE OF 27.51 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 45°25'28", A CHORD LENGTH OF 30.12 FEET AND A CHORD BEARING OF S02°59'35"W) A DISTANCE OF 30.92 FEET TO THE END OF SAID CURVE; THENCE S25°42'19"W A DISTANCE OF 23.86 FEET; THENCE S64°17'41"E A DISTANCE OF 42.81 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A

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RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 22°19'33", A CHORD LENGTH OF 23.23 FEET AND A CHORD BEARING OF N75°34'53"E), A DISTANCE OF 23.38 FEET TO THE END OF SAID CURVE; THENCE N86°44'39"E A DISTANCE OF 124.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 4°50'52", A CHORD LENGTH OF 12.69 FEET AND A CHORD BEARING OF N89°10'05"E), A DISTANCE OF 12.69 FEET TO THE END OF SAID CURVE; THENCE S88°24'29"E A DISTANCE OF 108.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 36°40'06", A CHORD LENGTH OF 37.75 FEET AND A CHORD BEARING OF S70°04'26"E), A DISTANCE OF 38.40 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S52°05'59"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 184.26 FEET; THENCE S00°51'27"E A DISTANCE OF 173.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 185.50 FEET, A CENTRAL ANGLE OF 20°30'38", A CHORD LENGTH OF 66.05 FEET AND A CHORD BEARING OF S11°06'46"E), A DISTANCE OF 66.40 FEET TO THE END OF SAID CURVE; THENCE S21°22'05"E A DISTANCE 174.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 88.50 FEET, A CENTRAL ANGLE OF 20°30'38", A CHORD LENGTH OF 31.51 FEET AND A CHORD BEARING OF S11°06'46"E), A DISTANCE OF 31.68 FEET TO THE END OF SAID CURVE; THENCE S00°51'27"E A DISTANCE OF 152.25 FEET TO THE NORTH RIGHT-OF WAY LINE OF WICKHAM ROAD, AS RECORDED IN SURVEY BOOK 9, PAGE 56, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°08'33"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 158.22 FEET TO THE POINT OF BEGINNING, CONTAINING 17.90 ACRES, MORE OR LESS.

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