Subdivision Infrastructure Contract

	THIS CONTRAC	CT en	tered into	this 5th	_day off	April 2022	, by and be	etwe	en t	the Board of	
	Commissioners										
The	Viera Com	sany	1	, he	reinafter r	eferred to as	"PRINCIP	PAL.	"		

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number <u>19SD00007/19SD00008</u>. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 31st day of March, 2023.

- 4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$1,092,426.23. If such bond is a cash bond or a certificate ofdeposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
- 5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
- 6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
- 7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
- 8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
- 9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have s	set their hands and seals the day and year first above written.
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
Rachel M. Sadoff, Clerk	Kristine Zonka, Chair
	As approved by the Board on: April 5 , 2022.
WITNESSES:	PRINCIPAL: The Vieva Co
K.P. Proses	Toda J. Pokrywa, as President
Mary Ellen McKibben	3-7-22 DATE
State of: Horida	
County of: Brevard	
The foregoing instrument was acknowledge	ed before me this 7th day of March 2022, by
Todd J. Poknyua, Pres W	who is personally known to me or who has produced
as identification and who did	(did not) take an oath.
My commission expires: SEAI Commission Number: MARY ELLEN MCKIE Notary Public - State o Commission # GG 3 My Comm. Expires Jul Bonded through National No	of Florida 44047 25, 2023

SECTIONS 16, 17, AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PLAT NOTES

- BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF \$43°30'49E, NORTHWESTERLY LINE OF LOT 12, BLOCK F, AVALONIA SUBDIVISION-PHASE 1, PLAT BOOK 68, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATLITES CHAPTERS 177 091/81 & 177 091/91
- BREVARD COUNTY VERTICAL CONTROL MARK G8882 IS LOCATED NEAR THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
 BREVARD COUNTY MANDATORY PLAT NOTES:
- AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS PRIVATE STORM WATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE
- CECHALOT OWNER FROM A WILLIAM TO TROVING IN MANAWAYS FOR LAW BEPORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE. EACH LOT OWNER PURCHASING A LOT FORMON ON THIS FLOT CONSENTS TO THE MOSTIGN OF A MINIORING ESERVICE BERRET UNT TIMESURE 8Y BERNARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE MOMECOWNERS ASSOCIATION TO MAINTAIN PROPERT YIT FOR COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PROOR TO STARLINGHEN OF A MASKU.
- ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN.
- THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
- DECLARATION OF DOVENANTS, CONDITIONE, RESEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25, 1996, MY OFFICIAL RECORDS BOOK 3409, RAGE 624, AS AMENDED AND MODIFIED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AND FOURTEENTH MEMOREMENT TO THE DECLARATION AND MEMORATION ADDRESSED, WILLIAMS EXITY-DURING RECORDED IN OFFICIAL RECORDS BOOK 660, RAGE 630, PUBLIC RECORDS BOOK FORTAIN ACCORDS HOST CANADATION AND MEMORATION AGREEMENT WAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- TO THE WATTON OF COMEMNETS, CONDITIONS, ASSISTENT IN RESERVATIONS AND RESTRICTIONS FOR AUX COMA RECHEDRACO. THE RECORDED IN PRODUCT RECORDS SOOK SER, PACE 1817, O'THE PIBLIC RECORDS OF SHEVARD COUNTY, FLORIDA, AS THE SAME MAY SE FUNTIER AMENDED, MODIFIED OR SUPPLEMENTED FROM THATE TO THAT.

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 ALL OF THE PUBLIC RECORDS OF REPRAY DOUNTY, FLORIDA TOWN.
- DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT DATED MAY 1, 2013, AS RECORDED IN OFFICIAL RECORDS BOOK 8879, PAGE 1970, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA DIGITAL LATER MAY 1, 373. AS EXAMPLES MOFFELD MOFFELD SOUTH OF THE PROPERTY OF THE SAME MAY BE FURTHER OF THE SAME MAY BE FURTHER OF THE SAME MAY BE FURTHER OFFICE A STORY OF THE SAME MAY BE FURTHER AMENDED, MOFFICIAL RECORDS BOOK 7797, PAGE 2722, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE FURTHER AMENDED, MODIFIED OR SUPPLEMENTED FROM THE TO TIME.
- AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

 MINERAR, RIGHT RESERVED BY CONCOLUMETED MANU, STORES COMPANY, IN DEED RECORDED IN DEED BOOK 270 PAGE 400, AS AFFECTED BY MINERAR RIGHT RESERVED BY THE R
- OFFICIAL RECORDS BOOK 282 PAGE 1904, PUBLIC RECORDS OF BREWARD COUNTY, FLORIDA.

 ALL PLATED UNITY LESSENSHES I SHALL AS DO BE ESSEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE
 TELEVISION SERVICES. PROVISED HOMEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF QUILE TELEVISION
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- 3. THE 5 FOOT-WORD PRIVATE EPIDAME FASSIBLENT'S BOOM ALONG THE SIDE LOT LIKES DO HERETS 2-6 REPORT ARE NOREXCLUSIVE AND ANE GRANTED TO ANALONA REDISERROUND ASSOCIATION, NO. FOOT THE BRISTALTON AND MAINTENANCE OF A DISEASE SHALL CONFERENCE OF THE STATE OF A DISEASE SHALL CONFERENCE OF A DISEASE SHALL CONFERENCE OF THE STATE OF
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- WITHIN THE DRAINAGE AND ACCESS EASEMENTS DESCRIBED IN THIS NOTE IS PROHIBITED.

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- 14. THE RIGHT-OF-WAYS FOR AVALONIA DRIVE AND CACHE CREEK LANE SHALL BE A PUBLIC RIGHT-OF-WAYS, OWNED AND MAINTAINED BY BREVARD
- COUNTY

 COUNTY

STATE PLANE COORDINATE NOTES:

THE COORDINATE SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99). A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04.
THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTEC SOLUTIONS VERSION 2.7

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	SCALE FACTOR	CONVERGENCE ANGLE
DURAN AZ MK 6	AK7519	1,426,329.224	434,746.017	738,933.411	225,227.354	28"15'26.19982"	080*44'34.43002*	0.99994903	(+)0°07° 18.2°
BREVARD GPS 1090	AK7524	1,422,840,468	433,682.642	740,680.093	225,759.744	28"14"51.61826"	080*44*14,98184*	0.99994936	(+)0°07' 27.3"
195 73A64	AK2846	1,416,452.318	431,735.530	746,854.0344	227,641.565	28"13"48.22765"	080*43'06.11244"	0.99995250	(+)0°07' 59.6°

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LIND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 19998000 WAS USED TO CONNERT ORGUND DISTANCES THE ORIGINATE THE ORIGINATION OF THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE CONVERT THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE CONVERT THE

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- TRACT D-1 SHALL BE OWNED AND MAINTAINED BY AVALONIA NEIGHBORHOOD ASSOCIATION INC. AND IS RESERVED FOR LANDSCAPING, IRRIGATION. SIDEWALKS, DRAINAGE, UTILITIES AND RELATED IMPROVEMENTS.
- TRACT D-2 SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION INC. AND IS RESERVED FOR LANDSCAPING, IRRIGATION, SIDEWALKS, DRAINAGE, UTILITIES, COMMUNITY MAIL SERVICE AND RELATED IMPROVEMENTS.
- 18. TRACT F SHALL BE OWNED AND MAINTAINED BY AVALONIA NEIGHBORHOOD ASSOCIATION, INC. AND SHALL BE RESERVED FOR LANDSCAPING, IRRIGATION, SIDEWALKS AND RELATED IMPROVEMENTS.
- TRACT H SHALL BE OWNED AND MAINTAINED BY AVALONIA NEIGHBORHOOD ASSOCIATION, INC. AND SHALL BE RESERVED FOR LANDSCAPING. IRRIGATION, SIDEWALKS AND RELATED IMPROVEMENTS. TRACT I SHALL BE OWNED AND MAINTAINED BY AVALONIA NEIGHBORHOOD ASSOCIATION INC. AND RESERVED FOR LANDSCAPING, IRRIGATION, SIDEWALKS, DRAINAGE AND RELATED IMPROVEMENTS.
- 21. THE 15 FOOT-MIDE REUSE WITHER MAIN EASEMENT (RM) SHOWN ON TRACTS D-1 AND D-2 IS GRANTED TO BREVARD COUNTY FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING AND REPAIRING A REUSE WATER MAIN AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND GREENSES FOR PEDESTRIANS, VEHICLES AND EQUIPMENT OVER AND ACROSS SUCH EASEMENT AREA IN CONNECTION THEREWITH 22. THE 15 FOOT-MIDE POTABLE WATER MAIN EASEMENT (WM) RHOWN ON TRACTS OF AND D-2 IS GRANTED TO THE CITY OF COCCOA FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING AND REPAIRING A POTABLE WATER MAIN AND RELATED IMPROVEMENTS, TOOGNETIFIER WITH THE RIGHT OF INGRESS AND EGRESS FOR PEDISTRIANS, VEHICLES AND EQUIPMENT OF ORE AND ACROSS SUCH EASEMENT AREA IN CONNECTION.
- 23. THE RIGHT-OF-MAYS FOR AVAILONAL DRIVE AND CACHE CREEK LANE AND ALL PUBLIC EASEMENTS DEDICATED TO SREVARD COUNTY UNDER THIS PLAT ARE COVERED BY TITLE INSURANCE POLICY NO. 02278206712 ISSUED BY FIDELITY INTIONAL TITLE INSURANCE COMPANY TO BREVARD COUNTY.

DESCRIPTION OF AVALONIA SUBDIVISION-PHASE 3

A PARCEL OF LAND LOCATED IN SECTIONS 16, 17 & 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY

A PARCEL OF LAND LOCATED IN SECTIONS 19, 17 & 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS.

BEING AT THE WESTERN MOST CORNER OF LOT 30, BLOCK, A AVALONA BURDINSIGN-PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PARCE IS PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MOR DIN ALONG THE WEST BOUNDARY OF SUID ANALONA SUBDIVISION—THE THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PARCE IS PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MOR DIN ALONG THE WEST BOUNDARY OF SUID ANALONA SUBDIVISION—THE THE PLAT TH

TRACT AREA SUMMARY						
TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY			
TRACT D-1	0.90	LANDSCAPING, IRRIGATION, SIDEWALKS, DRAINAGE, UTILITIES AND RELATED IMPROVEMENTS	AVALONIA NEIGHBORHOOD ASSOCIATION INC.			
TRACT D-2	0.30	LANDSCAPING, IRRIGATION, SIDEWALKS, DRAINAGE, UTILITIES, COMMUNITY MAIL SERVICE AND RELATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION INC			
TRACT F	0.17	LANDSCAPING, IRRIGATION, SIDEWALKS, AND RELATED IMPROVEMENTS	AVALONIA NEIGHBORHOOD ASSOCIATION INC.			
TRACT H	0.08	LANDSCAPING, IRRIGATION, SIDEWALKS, AND RELATED IMPROVEMENTS	AVALONIA NEIGHBORHOOD ASSOCIATION INC.			
TRACT I	0.55	LANDSCAPING, IRRIGATION, SIDEWALKS, DRAINAGE, AND RELATED IMPROVEMENTS	AVALONIA NEIGHBORHOOD ASSOCIATION INC.			



KEY MAP

est aya Decator III

DAFM00000

AVALONIA SUBDIVISION - PHASE 3

Hereby dedicates said lands and plat for the uses and purposes therein expressed and expressly dedicates the right-of-ways for Avalonia Drive and Cache Creek Lare and all public vidily easements described hereon to Breverd County for public use. No other easements are hereby dedicated or granted to the public, except as otherwise expressly provided in the Plat Notes, it being the internon of the undersigned, that all

SECTIONS 16, 17 AND 21 TOWNSHIP 26 SOUTH, RANGE 36 EAST DEDICATION KNOW ALL MEN BY THESE PRESENTS THAT. The Viera Company, being the own

THE VIERA COMPANY 7380 MURRELL ROAD, SUITE 201 MELBOURNE, FLORIDA 32940

STATE OF FLORIDA COUNTY OF BREVARD

SHEET 1 OF 5

The foregoing instrument was acknowledged before me by means of physics not by Todd J. Pokry and Jay A. Decator III, respectively President and Secretary of the above named.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

May Ellen Mikiloben

Mary Ellen McKliben
Notary Public, State of Florida
My Comm. Express Luly 25, 2023
Comm. No. GG344047

CERTIFICATE OF SURVEYOR

SIAL

KNOW ALL MEN BY THESE DESENTS. That the UK

312 South Harbor City Boulevard, Suite #4 Melbourne, Fla. 32901 Certificate of Authorization Number: LB-0004905 CERTIFICATE OF COUNTY SURVEYOR

Michael J. Sweeney, Professional Surveyor & Magner No. 4870

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts the right-of-ways of Avalonia Drive and Cache Creek Line, all public utility easements and all other easements for public use dedicated under this plat.

ATTEST:

Clerk of the Board

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _______ the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Kristine Zonka, Chair

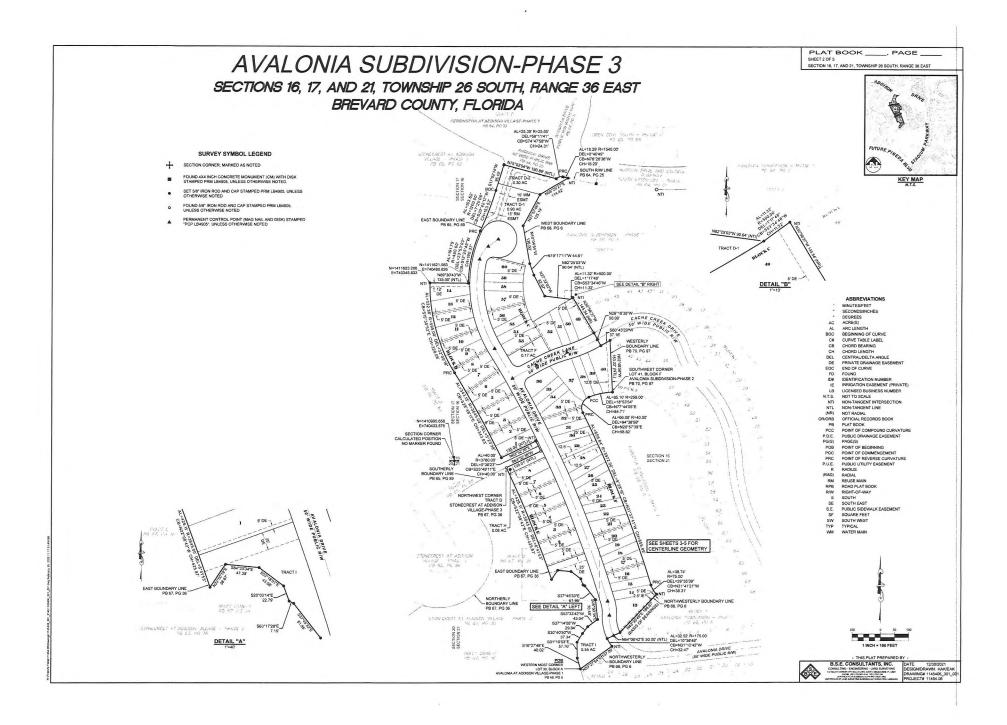
ATTEST

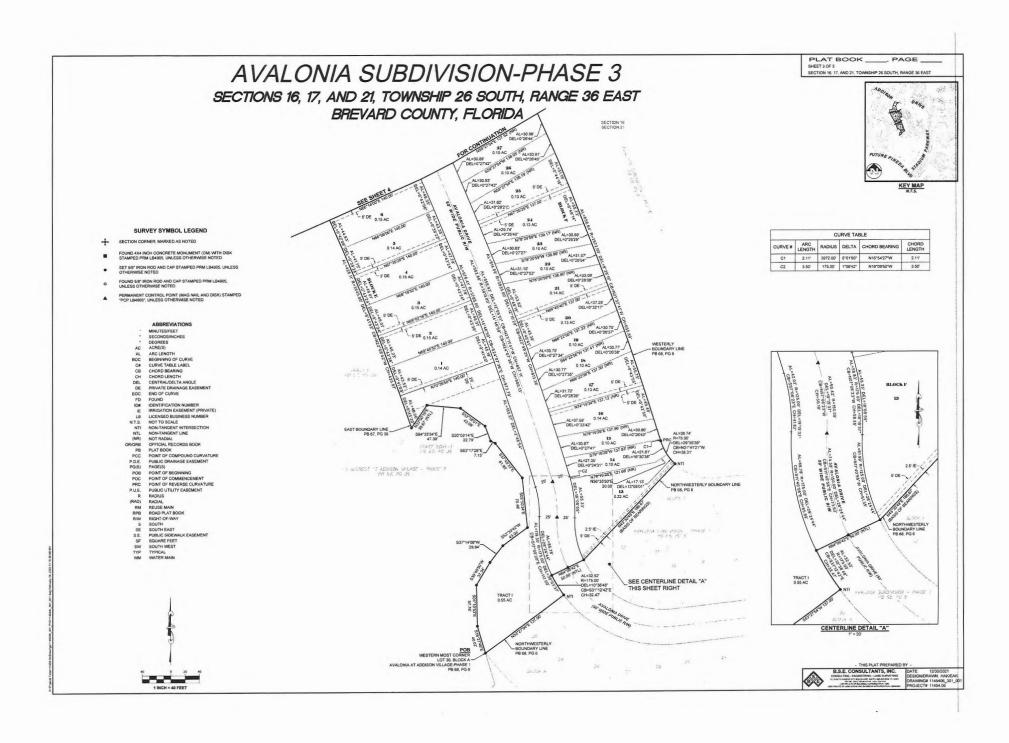
Clerk of the Board

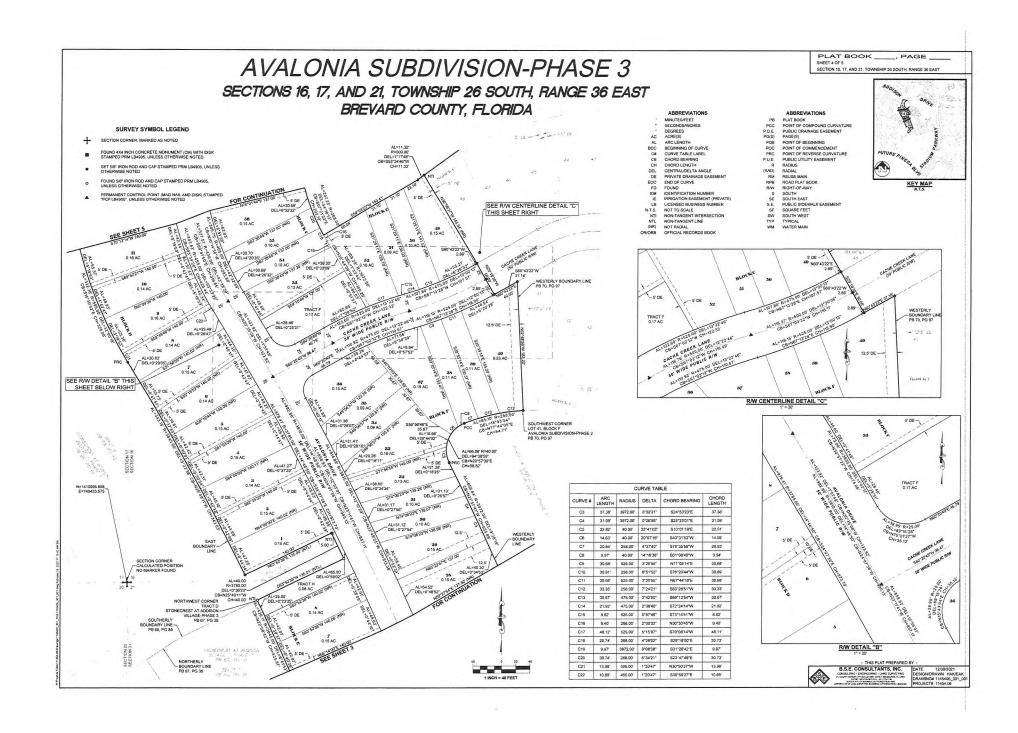
CERTIFICATE OF CLERK

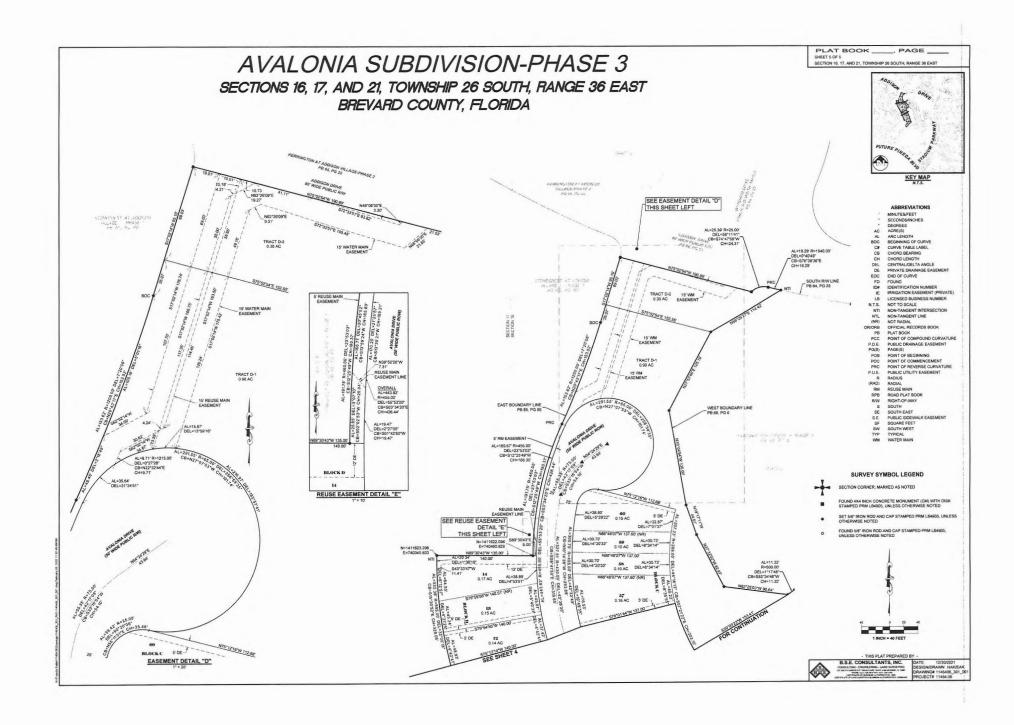
HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and

Clerk of the Circuit Court in and for Brevard County, Fla.









SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$1,092,426.23 for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 5th day of April , 20 32, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by <u>March 31st, 2023</u> then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60 days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 7th day of Much, 2022.

OWNER:

THE VIERA COMPANY

odd J. Pokrywa, President

Christine Payne

SURETY:



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Christine Payne of ORLANDO , Florida , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of February, 2022



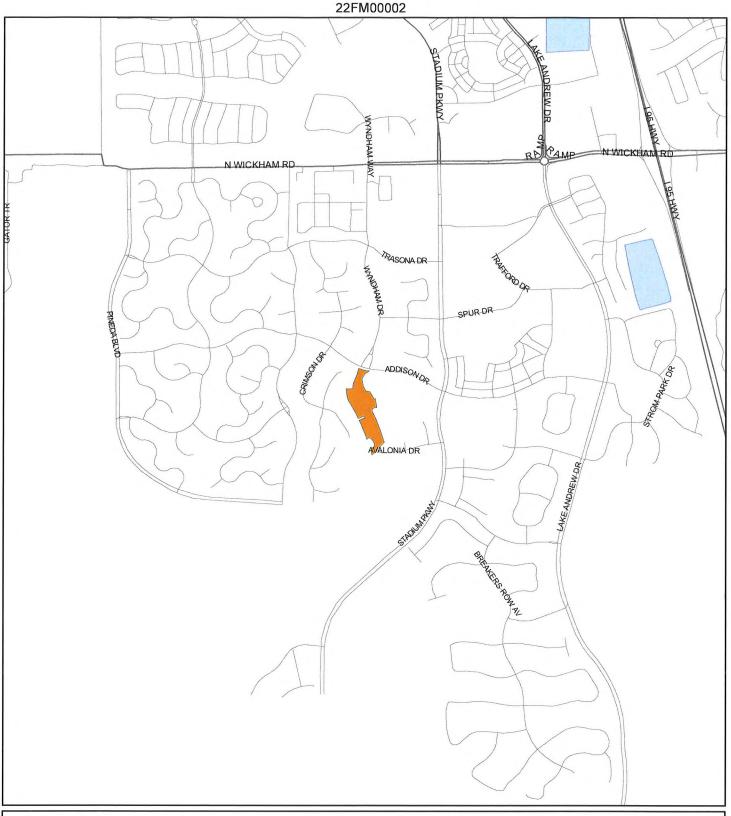




Kevin E. Hughes, Assistant Secretary

LOCATION MAP

AVALONIA SUBDIVISION - PHASE 3





1:24,000 or 1 inch = 2,000 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 3/18/2022



Subject Property