



April 19, 2023

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Tim Craven

RE: Item F.2., Final Plat and Contract Approval for Village 2, Neighborhood 2, Developer: The Viera Company

The Board of County Commissioners, in regular session on April 18, 2023, in accordance with Section 62-2841(i) and Section 62-2844, granted final plat approval and authorized the Chair to sign the final plat and Contract for Village 2, Neighborhood 2, Developer: The Viera Company, subject to minor engineering changes as applicable, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: Contracts Administration

Subdivision No. 22SD00009

Project Name Merope Village Phase 1, (aka Village 2, Neighborhood 2) Infrastructure Improvements

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 18 day of APRIL 2023, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

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 22SD00009. 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 or 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 28th day of March, 2025.

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 \$5,906,184.75. If such bond is a cash bond or a certificate of deposit, 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 set their hands and seals the day and year first above written.

ATTEST:



Rachel M. Sadoff, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**


Rita Pritchett Chair

As approved by the Board on: APRIL 18, 20 23.

WITNESSES:



Mary Ellen McKibben

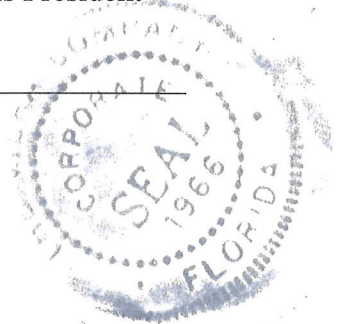
PRINCIPAL: The Viera Company


Todd J. Pokrywa, as President

3-28-23
DATE

State of: Florida

County of: Brevard

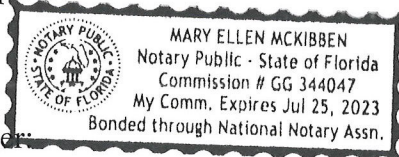


The foregoing instrument was acknowledged before me this 28th day of March, 20 23, by Todd J. Pokrywa, Pres who is personally known to me ~~or who has produced~~ as identification and who ~~did~~ (did not) take an oath.

My commission expires:

S E A L

Commission Number:



Mary Ellen McKibben
Notary Public

Mary Ellen McKibben
Notary Name printed, typed or stamped

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 **\$5,906,184.75** 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 18 day of APRIL, 2023, 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 **March 28th, 2025** 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.

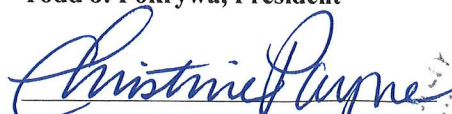
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

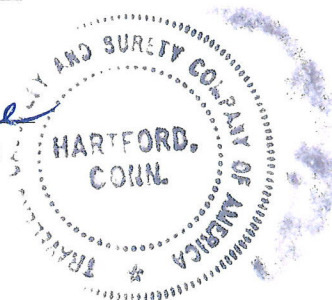
EXECUTED this 28th day of March, 2023.

OWNER: THE VIERA COMPANY


Todd J. Pokrywa, President

SURETY:


Christine Payne, Attorney-in-Fact





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.

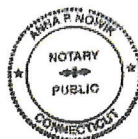
By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

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
 Anna P. Nowik, Notary Public

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 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 Vice President, any Assistant Vice President, any Secretary, 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 **27th** day of **March**, 2023



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

VILLAGE 2 NEIGHBORHOOD 2

SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

PLAT NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT R, IRIDEGWATER SOUTH AT VERA SECTION 2 AS RECORDED IN PLAT BOOK 68, PAGE 32, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ASSUMED AS N1°28'26"E.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(18) & 177.09(19).
3. BREVARD COUNTY VERTICAL CONTROL 06081 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
4. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
5. BREVARD COUNTY MANDATORY PLAT NOTES:

- a. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
 - b. EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE PROPERTY OWNER'S ASSOCIATION TO MAINTAIN PROPERLY THE 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 PRIOR TO ESTABLISHMENT OF AN MSU.
 - c. ALL LOT OWNERS ARE PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE PROPERTY OWNER'S ASSOCIATION TO MAINTAIN.
6. THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
 - i. DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VERA COMMUNITY RECORDED JULY 2, 1994 IN OFFICIAL RECORDS BOOK 480, PAGE 694, AS AMENDED AND MODIFIED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AND FOURTEENTH AMENDMENT TO THE DECLARATION AND ANNEXATION AGREEMENT NUMBER SIXTY-FOUR RECORDED IN OFFICIAL RECORDS BOOK 681, PAGE 630, AND THAT CERTAIN SECOND SUPPLEMENTAL DECLARATION AND NINETEENTH AMENDMENT TO THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 694, PAGE 1165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (THE "COMMUNITY DECLARATION").
 - ii. NOTICE OF CREATION AND ESTABLISHMENT OF THE VERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2000, AS RECORDED IN OFFICIAL RECORDS BOOK 563, PAGE 3020, AMENDED BY THE CERTAIN NOTICE OF BOUNDARY AMENDMENT FOR THE VERA STEWARDSHIP DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 601, PAGE 1341, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 601, PAGE 1354, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - iii. DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VERA STEWARDSHIP DISTRICT DATED MAY 1, 2013 AS RECORDED IN OFFICIAL RECORDS BOOK 687, PAGE 1970, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - iv. VERA STEWARDSHIP DISTRICT NOTICE OF SPECIAL ASSESSMENTS/GOVERNMENTAL LIEN OF RECORD RECORDED JULY 2, 2020 IN OFFICIAL RECORDS BOOK 878, PAGE 1579, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS AMENDED BY THAT CERTAIN VERA STEWARDSHIP DISTRICT AMENDED AND RE-HEATED NOTICE OF SPECIAL ASSESSMENTS/GOVERNMENTAL LIEN OF RECORD DATED SEPTEMBER 15, 2021, AS RECORDED IN OFFICIAL RECORDS BOOK 901, PAGE 538, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - v. VERA STEWARDSHIP DISTRICT NOTICE OF IMPOSITION OF SERIES 2021 SPECIAL ASSESSMENTS (VILLAGE 2) RECORDED NOVEMBER 22, 2021 IN OFFICIAL RECORDS BOOK 934, PAGE 1386, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - vi. STORMWATER, DRAINAGE AND IRRIGATION EASEMENT RECORDED MARCH 28, 2022 IN OFFICIAL RECORDS BOOK 946, PAGE 367, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND AS AMENDED IN OFFICIAL RECORDS BOOK 976, PAGE 288, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - vii. DECLARATION OF CONSENT TO JURISDICTION OF THE VERA STEWARDSHIP DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS (VILLAGE 2), RECORDED NOVEMBER 22, 2021 IN OFFICIAL RECORDS BOOK 934, PAGE 1413, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - viii. TRI-PARTY COLLABORATIVE ASSIGNMENT OF AGREEMENT RECORDED NOVEMBER 22, 2021 IN OFFICIAL RECORDS BOOK 934, PAGE 1306, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - ix. TRI-PARTY AGREEMENT REGARDING THE TRULY-UP AND PAYMENT OF VILLAGE 2 MASTER IMPROVEMENT ASSESSMENTS RECORDED NOVEMBER 22, 2021 IN OFFICIAL RECORDS BOOK 934, PAGE 1346, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION MAINTENANCE AND OPERATION OF CABLE TELEVISION AND OTHER TELECOMMUNICATION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF ANOTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION OR TELECOMMUNICATIONS COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC UTILITY SERVICE COMMISSION.
 8. THERE IS HEREBY DEDICATED OVER AND ACROSS TRACTS A, B, C, AND D, ABUTTING AND COINCIDENT WITH THE CONTIGUOUS STREET RIGHT-OF-WAY A 16' PUBLIC UTILITY EASEMENT UNLESS OTHERWISE NOTED; FOR PURPOSES OF THIS PLAT, UTILITY COMPANIES SHALL INCLUDE PUBLIC AND PRIVATE UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND CV OF VERA (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
 9. TRACTS A, B AND C SHALL BE OWNED BY CENTRAL VERA COMMUNITY ASSOCIATION, INC. AND ARE RESERVED FOR FACILITIES RELATING TO THE VSD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE COMMUNITY DECLARATION), LANDSCAPING, IRRIGATION, SIDEWALKS, UTILITIES AND RELATED IMPROVEMENTS. CENTRAL VERA COMMUNITY ASSOCIATION, INC. SHALL MAINTAIN TRACTS A, B AND C AND ALL IMPROVEMENTS THEREON, EXCEPT AND EXCLUDING ANY FACILITY OR IMPROVEMENT WHICH IS PART OF THE VSD DRAINAGE SYSTEM, WHICH SHALL BE CONTROLLED, OPERATED AND MAINTAINED BY THE VERA STEWARDSHIP DISTRICT PURSUANT TO THE EASEMENTS GRANTED TO THE DISTRICT UNDER THIS PLAT.
 10. THE VERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACTS A, B AND C FOR THE INSTALLATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF STORM WATER DRAINAGE FACILITIES AND RELATED IMPROVEMENTS COMPRISING A PART OF THE VSD DRAINAGE SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PERSONS, VEHICLES AND EQUIPMENT OVER AND ACROSS SUCH PRIVATE STORMWATER FACILITIES AND NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES ASSOCIATED WITH SUCH PRIVATE DRAINAGE FACILITIES ARE ALSO WITHIN THE RIGHT-OF-WAY OF THE PUBLIC STREET DRAINING INTO SUCH IMPROVEMENTS, BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE DRAINAGE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY.
 11. TRACT D IS HEREBY DEDICATED FOR A SANITARY SEWER LIFT STATION AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY BREVARD COUNTY.
 12. THE PUBLIC WATER MAIN EASEMENT SHOWN ON SHEETS 2, 3 AND 4 OF THIS PLAT IS DEDICATED TO THE CITY OF COCOA FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF POTABLE WATER IMPROVEMENTS, INCLUDING VEHICULAR ACCESS RELATED TO SAME.
 13. THE 16' WIDE PUBLIC REUSE EASEMENTS SHOWN ON SHEETS 2, 3 AND 4 OF THIS PLAT ARE DEDICATED TO BREVARD COUNTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF REUSE MAIN IMPROVEMENTS, INCLUDING VEHICULAR ACCESS RELATED TO SAME.
 14. ALL DRAINAGE TRACTS SHOWN GRAPHICALLY OR DESCRIBED IN NOTES HEREON ARE PRIVATE. BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF SUCH STORMWATER, STORM PIPES, STORM DRAINAGE FACILITIES OR STRUCTURES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF CENTRAL VERA COMMUNITY ASSOCIATION, INC. OR THE VERA STEWARDSHIP DISTRICT AS DESCRIBED ON THIS PLAT OR IN OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BREVARD COUNTY IS HEREBY GRANTED THE RIGHT TO DISCHARGE STORMWATER DRAINAGE FROM ALL PUBLIC RIGHT-OF-WAYS WITHIN THE LIMITS OF THIS PLAT INTO AND THROUGH SUCH PRIVATE STORMWATER FACILITIES AND NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES ASSOCIATED WITH SUCH PRIVATE DRAINAGE FACILITIES ARE ALSO WITHIN THE RIGHT-OF-WAY OF THE PUBLIC STREET DRAINING INTO SUCH IMPROVEMENTS, BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE DRAINAGE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY.

- STATE PLANE COORDINATE NOTES:
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE
NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1985 (NAD83).
- A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 10/04/04.
THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTECH SOLUTIONS VERSION 2.7
THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
DURAN AZ 26.8	AK7319	1,431,329.224	424,746.017	738,933.111	225,227.254	28°14'26.1860"	80°04'36.4302"	0.9999480	0°10'37.182"
BREVARD GPS 1090	AK7324	1,432,840.468	423,682.642	740,680.093	225,750.744	28°14'51.8120"	80°04'44.5818"	0.9999430	0°10'37.227"
1 95 73464	AK3846	1,416,402.318	431,735.530	746,854.034	227,641.565	28°13'48.2276"	80°04'30.6114"	0.99999250	0°10'37.591"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND SURVEYING DESKTOP, A PRODUCT SCALE FACTOR OF 0.99999503 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

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

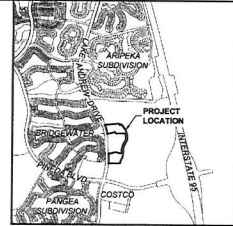
DESCRIPTION

A PARCEL OF LAND IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF LOT 1 BLOCK B, LAKE ANDREW DRIVE - SEGMENT E AND PINEDA HILLSWAY SEGMENT I (PAGE 1) ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S22°47'04"E, A DISTANCE OF 180.84 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. (SAD POINT ALSO BEING A POINT ON THE CURVED EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE ACCORDING TO THE PLAT OF SAID LAKE ANDREW DRIVE - SEGMENT E AND PINEDA HILLSWAY SEGMENT I (PAGE 1) THENCE ALONG THE ARC OF SAID CURVE, (SAD CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°51'44". A CHORD BEARING OF 74°04'00"E, AND A CHORD LENGTH OF 34.08 FEET, A DISTANCE OF 37.45 FEET TO THE END OF SAID CURVE, THENCE S89°50'00"E, A DISTANCE OF 48.00 FEET, THENCE N41°42'22"E, A DISTANCE OF 111.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, (SAD CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 27°15'50". A CHORD BEARING OF N22°30'12"E, AND A CHORD LENGTH OF 87.24 FEET, A DISTANCE OF 87.78 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, (SAD CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 34°44'50". A CHORD BEARING OF N15°12'06"E, AND A CHORD LENGTH OF 32.77 FEET, A DISTANCE OF 33.45 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, (SAD CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 57°21'36". A CHORD BEARING OF N41°50'42"E, AND A CHORD LENGTH OF 86.37 FEET, A DISTANCE OF 57.81 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, (SAD CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 47°27'47". A CHORD BEARING OF N12°27'54"E, AND A CHORD LENGTH OF 27.93 FEET, A DISTANCE OF 28.67 FEET TO THE END OF SAID CURVE, THENCE S82°18'19"W, A DISTANCE OF 37.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE, (SAD CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 20°19'12". 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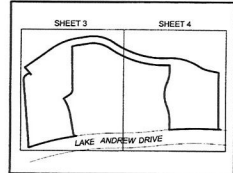
VILLAGE 2 NEIGHBORHOOD 2

SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 2 OF 4
SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST

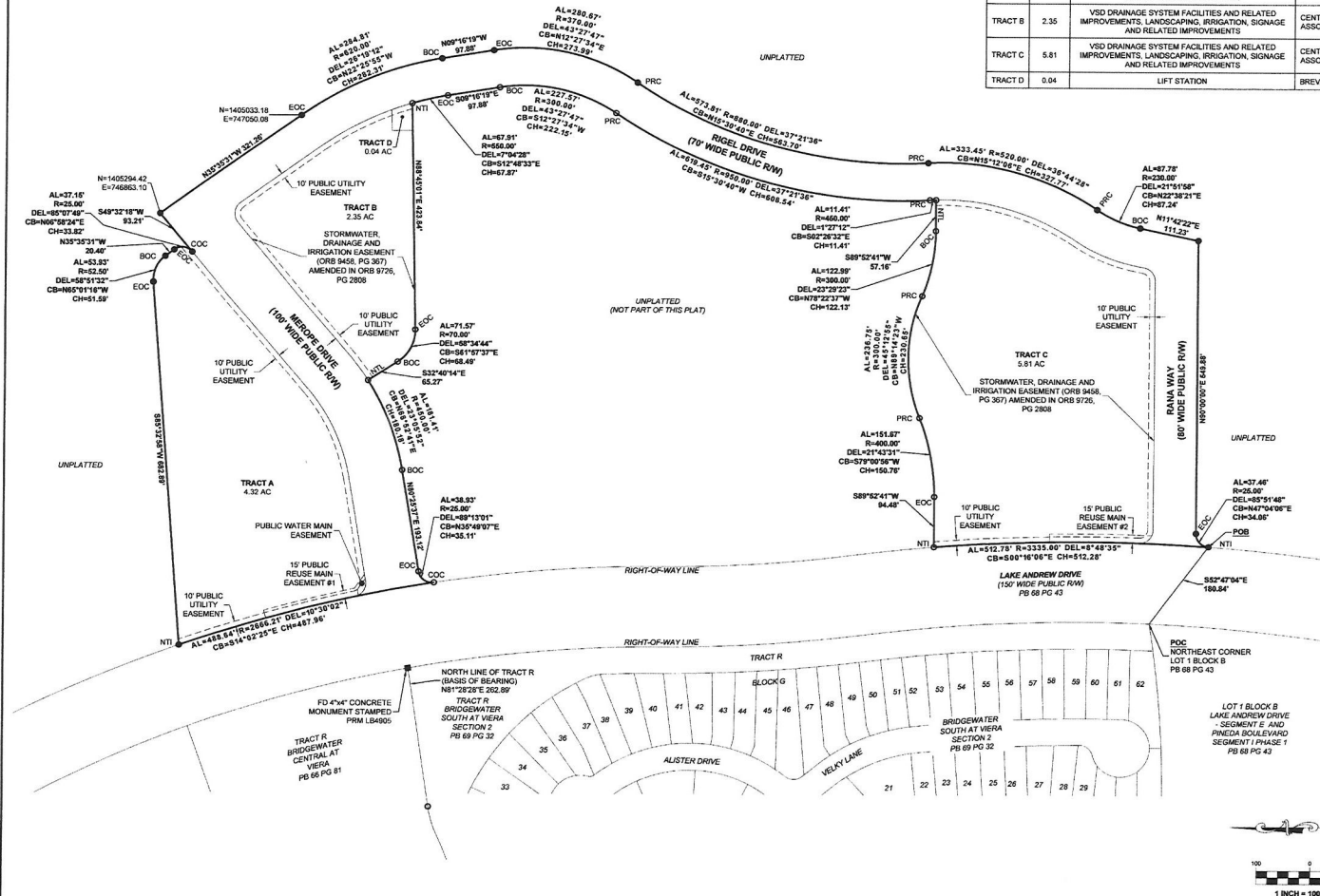


LOCATION MAP
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KEY MAP
NOT TO SCALE

TRACT AREA SUMMARY TABLE		
TRACT	AREA (ACRES)	TRACT USE
TRACT A	4.32	VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS, LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS
TRACT B	2.35	VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS, LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS
TRACT C	5.81	VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS, LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS
TRACT D	0.04	LIFT STATION
		OWNERSHIP AND MAINTENANCE ENTITY
		CENTRAL VIERA COMMUNITY ASSOCIATION, INC.
		CENTRAL VIERA COMMUNITY ASSOCIATION, INC.
		CENTRAL VIERA COMMUNITY ASSOCIATION, INC.
		BREVARD COUNTY



ABBREVIATIONS

- * MINUTES/FEET
- * SECONDS/INCHES
- * DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- R RADIUS
- RAW RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM), SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP), SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

1 INCH = 100 FEET

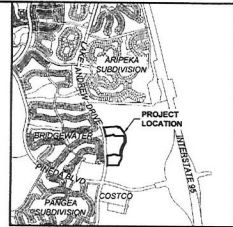
THIS PLAT PREPARED BY
B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERS, LAND SURVEYORS
DESIGN/DRAWN: HAKOVV
DRAWING: 115962_300_001
PROJECT#: 115962_02

VILLAGE 2 NEIGHBORHOOD 2

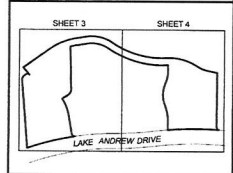
SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST,

BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 3 OF 4
SECTION 27, TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
NOT TO SCALE



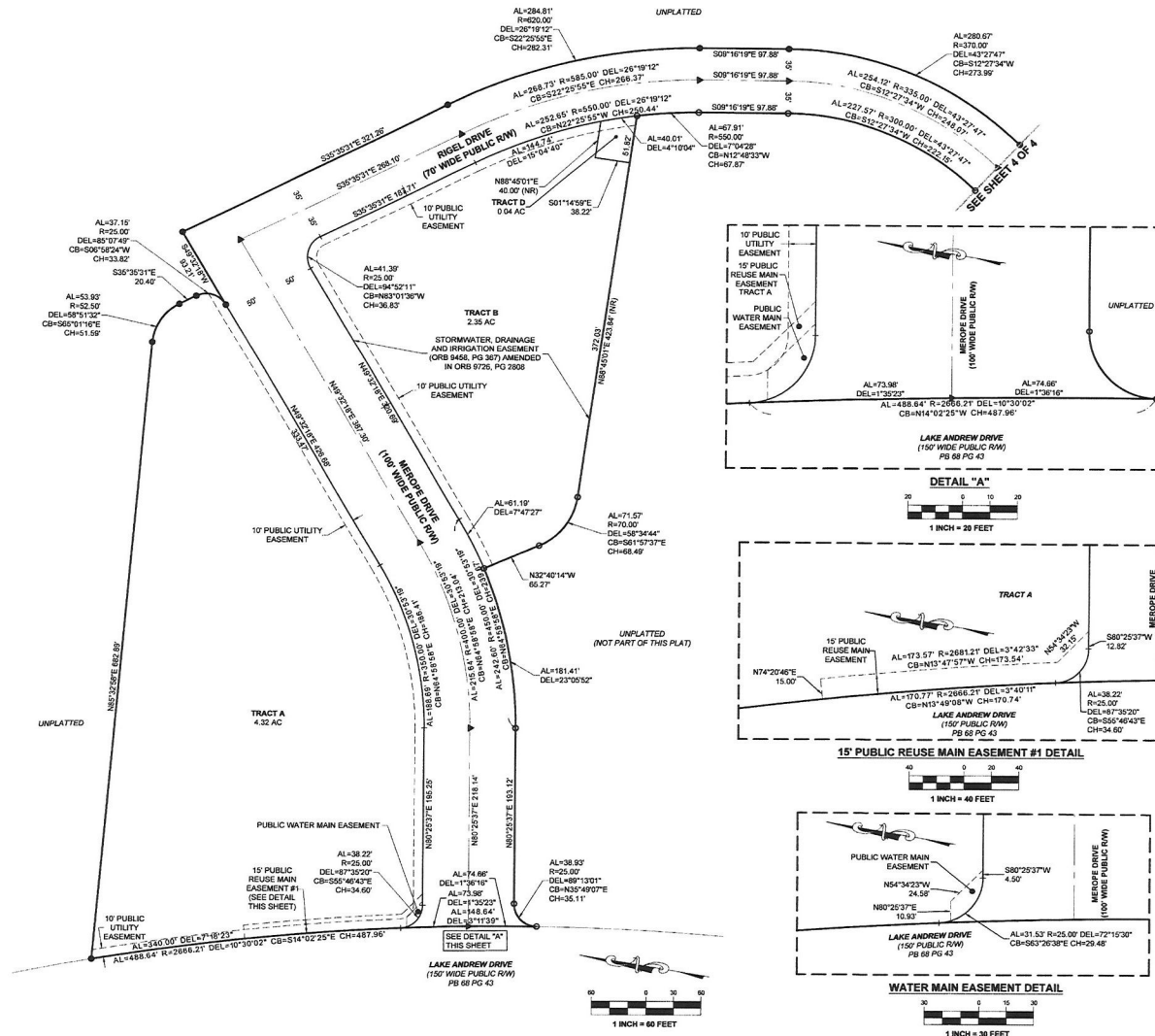
KEY MAP
NOT TO SCALE

SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP): SET 1/2" IRON ROD AND CAP STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

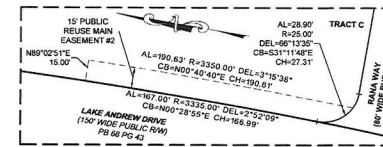
ABBREVIATIONS

- | | |
|-------------------------|---------------------------------|
| ' MINUTES/FEET | N NORTH |
| " SECONDS/INCHES | NR NON-RADIAL |
| AC ACRES | NTI NON-TANGENT INTERSECTION |
| AL ARC LENGTH | NLI NON-TANGENT LINE |
| BOC BEGINNING OF CURVE | OR/ORB OFFICIAL RECORDS BOOK |
| CB CHORD BEARING | PB PLAT BOOK |
| CH CHORD LENGTH | PCP POINT OF COMPOUND CURVATURE |
| COC CUSP OF CURVE | PG(S) PAGE(S) |
| DEL CENTRAL/DELTA ANGLE | POB POINT OF BEGINNING |
| E EAST | POC POINT OF COMMENCEMENT |
| EOC END OF CURVE | PRC POINT OF REVERSE CURVATURE |
| EX EXISTING | R RADIUS |
| FD FOUND | RW RIGHT-OF-WAY |
| FT FOOTFEET | TYP TYPICAL |
| | VSD VIERA STEWARDSHIP DISTRICT |

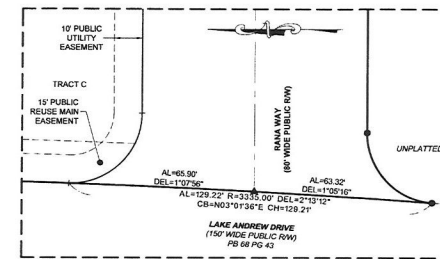
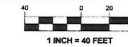


- THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERING - LAND SURVEYING
DESIGN/DRAWN: HAKWV
DRAWING: 115562, 300_001
PROJECT: 115562.02
DATE: 2/28/23

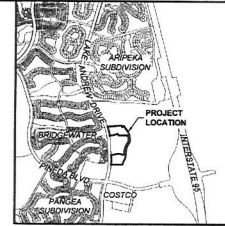
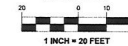
PLAT BOOK _____, PAGE _____
SHEET 4 OF 4
SECTION 27, TOWNSHIP 28 SOUTH, RANGE 36 EAST



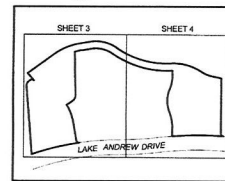
15' PUBLIC REUSE MAIN EASEMENT #2 DETAIL



DETAIL "B"



 LOCATION MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE

SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP): SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED

ABBREVIATIONS

- | | |
|-------------------------|---------------------------------|
| * MINUTES/FEET | N NORTH |
| * SECONDS/INCHES | NR NON-RADIAL |
| * DEGREES | NTI NON-TANGENT INTERSECTION |
| AC ACRES | NTL NON-TANGENT LINE |
| AL ARC LENGTH | ORORO OFFICIAL RECORDS BOOK |
| BOC BEGINNING OF CURVE | PB PLAT BOOK |
| CB CHORD BEARING | PCC POINT OF COMPOUND CURVATURE |
| CC CHORD LENGTH | PAGES PAGE(S) |
| COC CLASP OF CURVE | POB POINT OF BEGINNING |
| DEL CENTRAL/DELTA ANGLE | POC POINT OF COMMENCEMENT |
| E EAST | PRC POINT OF REVERSE CURVATURE |
| EOC END OF CURVE | R RADIUS |
| EX EXISTING | RW RIGHT-OF-WAY |
| FD FORD | TPY TYPICAL |
| FT FOOT/FEET | VSD VIERA STEWARDSHIP DISTRICT |

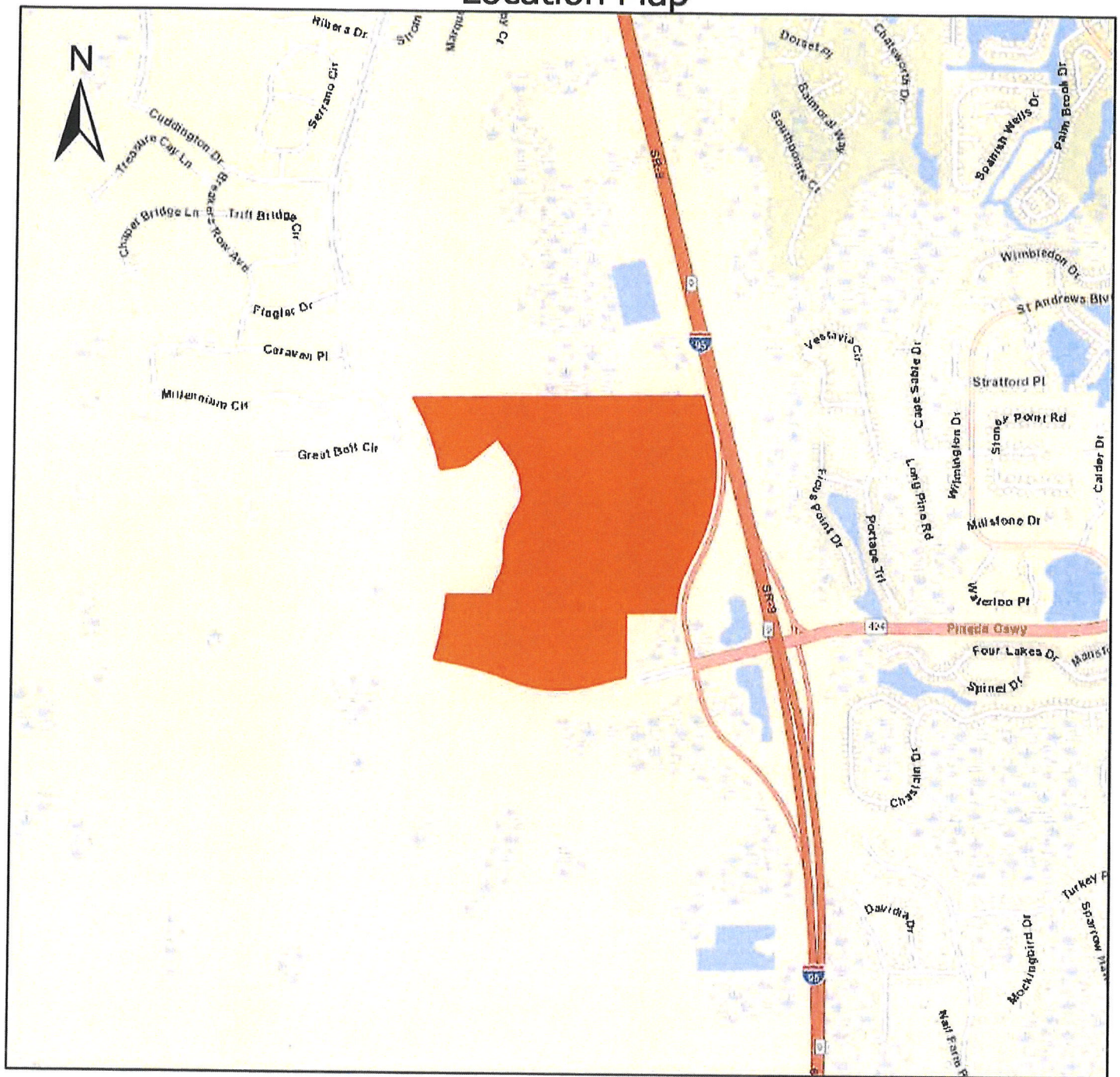
- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

DATE: 2/28/23
DESIGN/DRAWN: HAK/WV
DRAWING# 1159802_300_00
PROJECT# 11598.02

Projecta Folien1100122-Orange-1100022_301_001.dwg February 26, 2023 9:24:15 AM VW

Location Map



Subject Property in Orange

General County Information Layers

 County Boundary



Print Time: 3/28/2023 3:41 PM

Disclaimer: 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.

Scale: 1:24,000
1 inch equals 2,000 feet

