

# FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly.Powell@brevardclerk.us



SEP 1 3 2022 BY:

September 2, 2022

MEMORANDUM

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

RE: Item F.1., Final Plat and Contract Approval for Addison Center at Viera, Developer: The Viera Company

The Board of County Commissioners, in regular session on September 1, 2022, granted final plat approval; and authorized the Chair to sign the final plat and contract for Addison Center at Viera, Developer: The Viera Company, subject to minor changes, if necessary, receipt of all documents required for recording, developer is responsible for obtaining all other necessary jurisdictional permits. Enclosed are fully-executed and certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

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# Project Name Addison Center at Viera

(Stadium Parkway Turn Lanes Ivanhoe Drive Extension)

# Subdivision Infrastructure Contract

# 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:

Addison Center at Viera (Stadium Parkway Turn Lanes Ivanhoe Drive Extension)

and all other improvements depicted in subdivision number <u>21SD00006</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 30<sup>th</sup> day of August ,2024.

- 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 \$2,361,994.06. 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:	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
Rachel M. Sadoff, Clerk	Kristine Zonka, Chair  As approved by the Board on: Sept., 1 , 20 22.
WITNESSES:	PRINCIPAL: The Viera Company
May Ellen McKibben	Todd J. Pokrywa, as President  8-4-22  DATE
State of: Florida	
	ed before me this 420 day of August 20 22, by the is personally known to me or who has produced (did not) take an eath.
My commission expires:  SEAL  MARY ELLEN MCKIBBEN Notary Public State of Florida Commission # GG 344047 My Comm. Expires Jul 25, 2023 Bonded through National Notary Assn.	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 \$2,361,994.06 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 \_\_\_\_ day of SEPTEMBER, 20, 22, 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 August 30th, 2024 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 4m day of thigust

OWNER:

THE VIERA COMPANY

odd 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

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

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, 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 2nd day of August . 2022







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.

# ADDISON CENTER AT VIERA

# SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

### PLAT NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF REELING PARK NORTH AND SEVILLE PHASE 1 AS RECORDED IN ROAD PLAT BOOK 81, PAGE 37, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEARING ASSUMED AS 500°127E.
- 2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091(8).
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED
- BREVARD COUNTY VERTICAL CONTROL MARK 66851 IS LOCATED IN THE VICINITY OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA, CONTROL THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- 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.
- EMERGENCY MAINTENANCE.

  E-BOAL TO TOWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNCIPAL SERVICE BENEFIT UNIT BY BERVARD COUNTY OR OTHER COVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FALLIRE OF THE PROPERTY OWNER'S ASSOCIATION TO MAINTAIN PROPERTY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REQULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PROFILD TO ESTABLISHMENT OF AM MISSU."
- ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE PROPERTY OWNER'S ASSOCIATION TO MAINTAIN.
- LOTS 1 AND 3. BLOCK 8, ARE SUBJECT TO THAT CERTAIN MEMORANDUM OF LEASE BETWEEN PUBLIX SUPER MARKETS, INC. AND THE VIERA COMPANY, DATED AS OF JUNE 14, 2021; AND RECORDED IN OFFICIAL RECORDS BOOK 1918, PAGE 88, AS AMENDED BY AMENDMEN OF MEMORANDUM OF LEASE, DATES OF SOF MAY 17, 202, AND RECORDED IN OFFICIAL RECORDS BOOK 5914, PAGE 227, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH MEMORANDUM, AS AMENDED, ALSO DESCRIBES EXCLUSIVES, PROHIBITED USES AND RESTRICTIONS AFFECTIOR (DISTA 9, 45 AND 5, 16 LOCK) B.
- LOT 1, BLOCK A, IS SUBJECT TO THAT CERTAIN EASEMENT AGREEMENT RECORDED MAY 7, 2019, IN OFFICIAL RECORDS BOOK 8432, PAGE 1024, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,
- THE 1 DRIVING BRANGE ESSENSE TOWN ON LOT 1, BLOCK A IS NONEXCLUSIVE AND GRANTED TO THE VERA STEWARDSHIP DISTRICT IN PERPERTURY FOR THE RESTALATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE MAINTENANCE, IMPROVEMENT AND DISTRICT IN PERPERTURY FOR THE RESTALATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE MAINTENANCE, IMPROVEMENT AND EXCHANGE THE RESTALATION RESPONSE AND EXPENSE IN THE COMMANDITY OF A REPAIR OF THE RESTALATION RESPONSE AND EXPENSE IN THE COMMANDITY OF A REPAIR OF THE RESTALATION RESPONSE AND EXPENSE AN
- TRACT A SHALL BE OWNED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT AND IS RESERVED FOR WETLAND PRESERVAT AND ASSOCIATED UPLAND BUFFERS AND THE PRESERVATION AND PROTECTION OF PREFERENCE OVER TYPE (PECT) THEE CANADA WITHIN THOSE PROTINGS OF TRACT A DESIGNATED ON THE BALL TAS A PCT AREA PRESERVED WETLANDS, ASSOCIATED CHANDAL WITHIN THOSE PROTECTION OF THE CANADAY LOCATED WITHIN THE LIMITS OF A DESIGNATED PCT AREA SHALL BE MANTAINED BY THE VIERA STEWARDSHIP DISTRICT IN ACCORDANCE WITH THE WEST VIERA PLON AD PROTECTIONED REGISTED FOR PREMIS.
- TRACT B SHALL BE OVINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR VSD DRAIMAGE SYSTEM FACULTIES, LANDSCAPING, RETRICATION, STEWARD, STILLES AND RELATED IMPROVEMENTS. CENTRAL VIERA COMMUNITY ASSOCIATION, INC. SHALL MAINTAIN TRACT B. AND ALL IMPROVEMENTS THESEOR, EXCEPT AND EXCLUSION ANY FACILITY OF MIPROVEMENT WHICH IS CONTROLLED, OPERATED AND MAINTAINED BY THE VERRA STEWARDSOFP DISTRICT VIEWANT TO THE ASSENTING SGRAVIED TO THE DISTRICT VIEWER THIS PLAT.
- THE VIERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACT THE STATE SEMENATION OF THE STATE OF THE STA
- AREAS LOCATED ON TRACT A.

  TRACT BAND THE OP DRAINAGE EASEMENT AREA SHOWN ON LOT1, BLOCK A SHALL BE PRIVATE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HERRIN BESYNAPIA COLUMN SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MANTENANCE, REPARK AROOR WITHIN THE LIMITS OF TRACT BOTH THE PRIVATE PRAINAGE SHOWN THE RESPONSIBILITY OF THE PRIVATE PRAINAGE SHOWN THE MANTENANCE REPARK AROOR RESTORATION OF DRAINAGE FACILITIES COMPRISING THE USD DRAINAGE SYSTEM LOCATED THERRON SHALL BE THE RESPONSIBILITY OF THE JURES AND SHOWN THE PRIVATE PRIVATE SHOWN THE PRIVATE PRIVATE SHOWN THE PRIVATE SHOWN THAT AND THE AROOR THAT ANY DRAINAGE SHOWN THE PRIVATE SHOWN THE PRIVATE
- THE 20 WIDE PUBLIC SANITARY SEWER EASEMENTS SHOWN ON SHEETS 2 AND 3 OF THIS PLAT ARE DEDICATED TO BREVARD COUNTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SANITARY SEWER IMPROVEMENTS, INCLUDING VEHICULAR ACCESS
- THE 15 WIDE PUBLIC REUSE EASEMENTS SHOWN ON SHEETS 2 & 3 OF THIS PLAT ARE DEDICATED TO BREVARD COUNTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF REUSE MAIN IMPROVEMENTS, INCLUDING VEHICULAR ACCESS RELATED TO SAME

### 16. THE LANDS PLATTED HEREUNDER OR PORTIONS THEREOF ARE SUBJECT TO THE FOLLOWING:

- A DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25, 1994 IN OFFICIAL RECORDS BOOK 3409. PAGE 624, AS MAININED AND MODIFIED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AND POUNTEENTH AMENDMENT TO THE DECLARATION AND REMAIN NUMBER SIXTY-DOWN RECORDED IN OFFICIAL RECORDS BOOK 637; PAGE 630, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AS THE SAME MAY BE AMENDED. MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- B. NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2006, AS RECORDED IN OFFICIAL RECORDS 900K 5883, PAGE 2023, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 5881, PAGE 1310, PAGE 1314, OFFICIAL RECORDS BOOK 5881, PAGE 1310, PAGE 1314, OFFICIAL RECORDS BOOK 5881, PAGE 1314, DATE 1314, AUGUST PAGE 1314, DATE 1314, PAGE 1314, PA
- C. 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 6879, PAGE 1970, PUBLIC RECORDS OF
- D. DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ADDISON VILLAGE CLUB RECORDED IN OFFICIAL RECORDS BOOK 7797, PAGE 2722, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- E. EASEMENT AGREEMENT RECORDED MAY 7, 2019, IN OFFICIAL RECORDS BOOK 8432, PAGE 1024, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- F. MEMORANDUM OF LEASE RECORDED JUNE 16, 2021 IN OFFICIAL RECORDS BOOK 9158, PAGE 88, AS AMENDED IN OFFICIAL RECORDS BOOK 9514, PAGE 2273, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- G. OPERATING AND EASEMENT AGREEMENT RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 9514, PAGE 2200, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- H. DECLARATION OF RESTRICTIONS ESTABLISHING EXCLUSIVE USE RIGHTS IN FAVOR OF PUBLIX SUPER MARKETS RECORDED MAY 24, 2022 IN OFFICIAL RECORDS BOOK 9514, PAGE 2255, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- J. RIGHTS EXIST PURSUANT TO THAT CERTAIN RIGHT OF FIRST OFFER AGREEMENT RECORDED JUNE 11, 2013, IN OFFICIAL RECORDS BOOK 6897, PAGE 187, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

## DESCRIPTION: ADDISON CENTER AT VIERA

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

EEGINA THE NORTHEAST CORNER OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF RELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE-PRINSE 1, AS RECORDED IN PLAT BOOK 97, 1972.

FLORIDAGE 1, AS RECORDED IN PLAT BOOK 97, 1972.

THE ARCO ESAN COUNTY BEAD CHIEF TO THE SOUTH PLAT BOOK 97, 1972.

THE ARCO ESAN COUNTY BEAD CHIEF TO THE SOUTH PLAT BOOK 97, 1972.

THE ARCO ESAN COUNTY BEAD CHIEF TO THE SOUTH PLAT BOOK 97, 1972.

FLORIDAGE 1, AS RECORDED IN PLAT BOOK 97, 1972.

THE ARCO ESAN COUNTY BEAD CHIEF TO THE SOUTH PLAT BOOK 97, 1972.

THE SETTION OF THE PLAT BOOK 97, 1972.

THE PLAT BOOK 97, 1972.

THE SETTION OF THE PLAT BOOK 97, 1972.



SEWER EASEMENT & REUSE MAIN EASEMENT GEOMETRY

### ABBREVIATIONS

- MINUTES/FEET SECONDS/INCHES
- DEGREES
- BEGINNING OF CURVE CHORD BEARING
- CM CONCRETE MONUMENT
- CIRCUIT COURT BOOK
  DRAINAGE EASEMENT (PRIVATE)
  DRAINAGE & UTILITY EASEMENT
  (PRIVATE) CCB
- DEL CENTRAUDELTA ANGLE
- END OF CURVE
- NOT TO SCALE NON-TANGENT INTERSECTION NON-TANGENT LINE
- PLAT BOOK
- PREFERRED CANOPY TYPE PAGE(S)
- POB R POINT OF BEGINNING
- RADIUS REUSE MAIN EASEMENT (PUBLIC)
- ROAD PLAT BOOK

SEE SHEET 2 FOR BOUNDARY, INTERIOR LOTS & IVANHOE DRIVE CENTER LINE GEOMETRY. SEE SHEET 3 FOR SANITARY

### SURVEY SYMBOL LEGEND

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

- ARC LENGTH
- CHORD LENGTH

- EAST
- FOUND
- NORTH

- OFFICIAL RECORDS BOOK OR/ORB
- PERMANENT CONTROL POINT

- RIGHT-OF-WAY
- SANITARY SEWER EASEMENT (PUBLIC)

TRACT AREA SUMMARY TRACT ID AREA (ACRES) LISE OF TRACT OWNERSHIP AND MAINTENANCE ENTITY PCT AREA, UPLAND BUFFER & WETLAND PRESERVE THE VIERA STEWARDSHIP DISTRICT LANDSCAPE, IRRIGATION, SIDEWALKS, VSD DRAINAGE SYSTEM FACILITIES, UTILITIES AND RELATED CENTRAL VIERA COMMUNITY ASSOCIATION, INC., EXCLUDING VSD DRAINAGE SYSTEM FACILITIES WHICH SHALL BE MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT

STATE PLANE COORDINATE NOTES:
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE
NORTH AMBRICAN DATIM OF 1963 AND READJUSTED IN 1969 (NADROGR)

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 THE

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE
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"
I 95 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 LAND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 8 9899500 WAS USED TO CONNECT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPELIED TO CONVEYTHE GROUND DISTANCES 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 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.

### THIS PLAT PREPARED BY

B.S.E. CONSULTANTS, INC.

DATE: 6/1/2022 DESIGN/DRAWN: HAK/EAK DRAWING# 11470\_301\_001

ADDISON CENTER AT VIERA

Hereby dedicates a latin da, and plat for the uses and purposes therein expressed and hereby dedicates the right criwary of warhoot three as shown hereon to Breward and hereby dedicates the right criwary of warhoot three as shown hereon to Breward and secondard purposes and dedicated the public sastery were reserved. and a secondard purposes and dedicated the public sastery were reserved as and associated purposes and dedicated the public sastery were reserved as the public renner man experience. Shown hereon to Breward Country for perpetual size in consection with inholding satisfant power strates. But the consection are hereby dedicated or greater with the public satisfant power strates and the public satisfant power strates above the consection of the public satisfant power strates and the public satisfant power strates and the public satisfant power strategy and the satisfant power strategy

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, The Viera Company, being the owner in fee simple of the lands described in

ADDISON CENTER AT VIERA



PLAT BOOK

SHEET 1 OF 3

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

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of √ physical presence or \_ online notanization, this <u>CTMs\_722</u>\_b by Todd J. Petrywa and Jay A. Decksoff. I respectively Presented and Seferation of the above names of the accompanies of the accomp

IN WITNESS WHEREOF, I have hereunto set my hand and seal on

Manylenn Kibben

Mary Ellen McKibber My Comm. Expires July 25, 2023 Comm. No. GG344047

## CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the un



## CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes and County Ordinance 62-2841(c)(d) as amended.

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

### CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners In THIS IS TO CERTIFY. That the Board of County Commissioners hereby accepts the dedication of the public sanitary sewer easements and public reuse mine asements sho hereon for perpetual use by Brevard County and the dedication of the right of-way for vanishee Drive shown hereon for public use, including for roadway use, drainage facilities, utilities, sidewalks and associated purposes.

Kristine Zonka Chair

CERTIFICATE OF APPROVAL
BY BOARD OF COUNTY COMMISSIONERS THIS IS TO CERTIFY. That on \_\_\_\_\_\_\_ the foregoing plat was nonroved by the Board of County Commissioners of Brevard County, Florida.

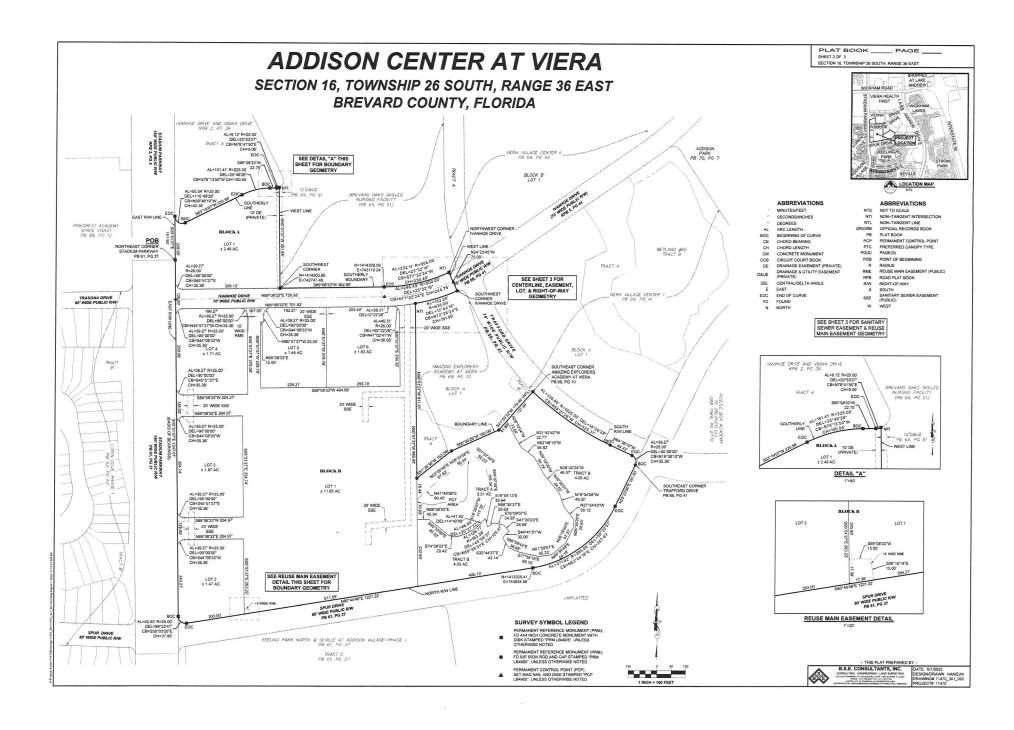
Kristine Zonka, Chair ATTEST Clerk of the Board

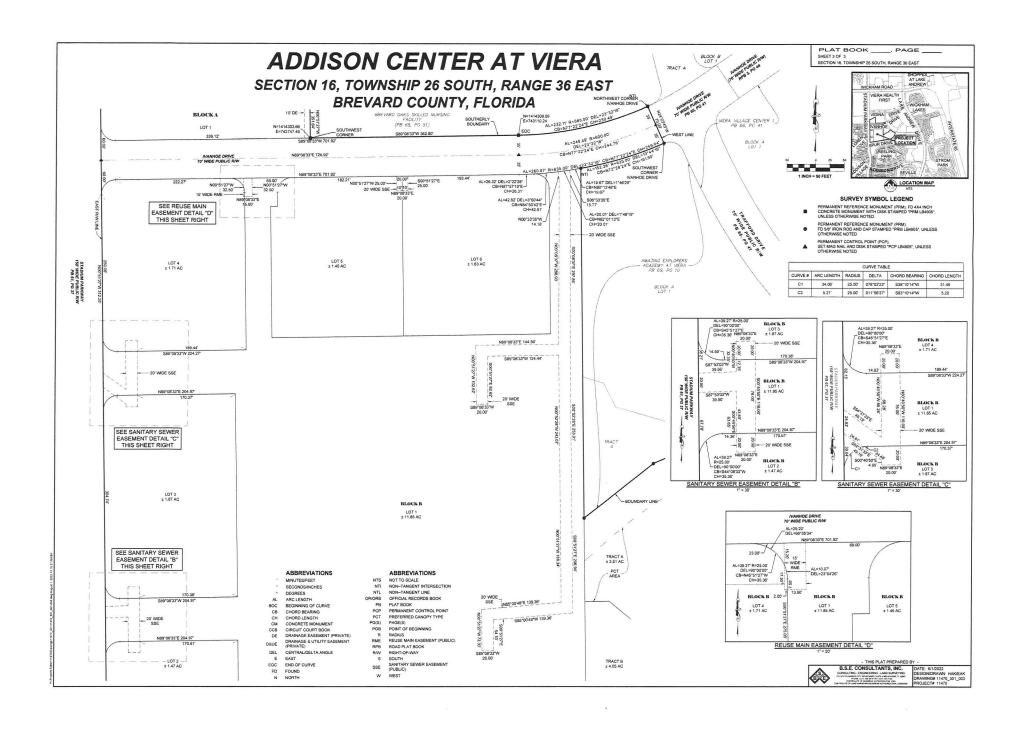
## CERTIFICATE OF CLERK

HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies norm with all the requirements of Chapter 177, part 1 Flonda Statutes, and was filed or record on

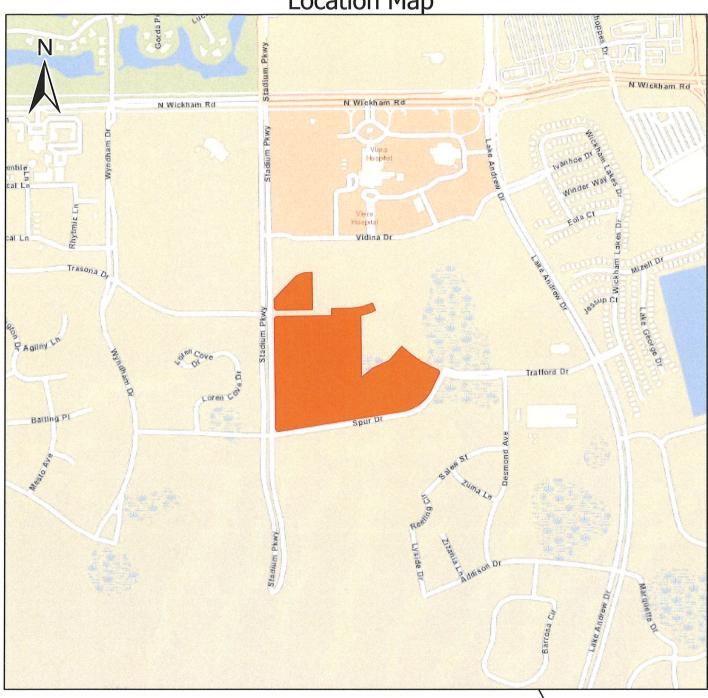
ATTEST

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





**Location Map** 



Buffer Boundary in Dark Orange Subject Property in Orange

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: 1:12,000 1 inch equals 1,000 feet

0.07 0.15 mi



