

May 5, 2023

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Jeffrey Ball

RE: F.1., Final Plat and Contract Approval, Re: Village 2 Center -
Developer: The Viera Company

The Board of County Commissioners, in regular session on May 4, 2023, granted final plat approval and executed the final plat and contract for Village 2 Center – Developer: The Viera Company. Enclosed is the fully-executed contract and a certified copy.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in blue ink that reads "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/sm

Encls. (2)

Subdivision No. 22SD00007

Project Name Village 2 Center

Infrastructure Improvements

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 4 day of MAY 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 22SD00007. 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 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 \$4,566,072.00. 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: MAY 4, 2023.

WITNESSES:

PRINCIPAL: The Viera Company

K.P. P... ..

Todd J. Pokrywa, as President

Mary Ellen McKibben

DATE April 4, 2023

State of: Florida

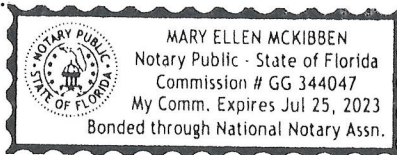
County of: Brevard

The foregoing instrument was acknowledged before me this 4th day of April 2023, 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:

SEAL

Commission Number:



Mary Ellen McKibben
Notary Public

Mary Ellen McKibben
Notary Name printed, typed or stamped

Bond # 107768529

Village 2 Center
Infrastructure Improvements
#22SD00007

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 \$5,707,591.24 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 4 day of May, 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 4th day of April, 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, 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, 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 **30th** day of **March**, 2023 .




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.**

22FMO0019

VILLAGE 2 CENTER

SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF STADIUM PARKWAY 150 FOOT WIDE PUBLIC RIGHT-OF-WAY, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S48°09'45"W.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.09(1), 177.09(1)(b), AND 177.09(1)(c).
- ALL STREETS WITHIN PLATTED BOUNDARY HEREON SHALL BE OWNED AND MAINTAINED BY BREVARD COUNTY AS A PUBLIC RIGHT-OF-WAY.
- ALL LINES ARE RADIAL, UNLESS NOTED OTHERWISE.
- BREVARD COUNTY SURVEY CONTROL MARK 06882 IS LOCATED WITHIN THE LIMITS OF THIS PLAT BOUNDARY. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- BREVARD COUNTY MANDATORY PLAT NOTES:
 - 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.
 - 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 OWNERS 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 INDEMNITY.
 - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE PROPERTY OWNERS ASSOCIATION TO MAINTAIN.
 - LOTS AND TRACTS ABUTTING ANY EXISTING STORM WATER LAKE, TRACT, FLOW WAY, OR WETLAND, OR ANY OTHER STORM WATER MANAGEMENT FACILITY CONSTRUCTED SUBSEQUENT TO THIS PLAT, SHALL NOT HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY SUCH LAKE, TRACT, FLOW WAY, WETLAND OR DRAINAGE FACILITY, INCLUDING WITHOUT LIMITATION, ANY DRAINAGE POND, LAKE, DRAINAGE STRUCTURE OR AQUATIC LANDSCAPE FEATURE WHICH MAY BE CONSTRUCTED AS PART OF SAID DRAINAGE FACILITY.
 - 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, AND OPERATION OF CABLE TELEVISION OR TELECOMMUNICATION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION 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 SERVICE COMMISSION.
 - THERE IS HEREBY DEDICATED DEWENT AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH THE STREET RIGHTS OF WAY A 10' PLAT UTILITY EASEMENT (UNLESS OTHERWISE NOTED), FOR THE USE OF PUBLIC AND PRIVATE UTILITY COMPANIES AS PROVIDED HEREIN, FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO. AND GY OF FLORIDA (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
 - TRACT A SHALL BE OWNED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR DRAINAGE IMPROVEMENTS COMPRISING THE VSD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE COMMUNITY DECLARATION DESCRIBED IN NOTE 17(A) BELOW), LANDSCAPING, IRRIGATION, SIGNAGE, UTILITIES AND RELATED IMPROVEMENTS. CENTRAL VIERA COMMUNITY ASSOCIATION, INC. SHALL MAINTAIN TRACT A 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 VIERA STEWARDSHIP DISTRICT. IN ADDITION TO THE EASEMENTS GRANTED TO THE DISTRICT UNDER THIS PLAT.
 - TRACTS B, C AND D SHALL BE OWNED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND ARE RESERVED FOR LANDSCAPING, IRRIGATION, SIDEWALKS, UTILITIES AND RELATED IMPROVEMENTS. CENTRAL VIERA COMMUNITY ASSOCIATION, INC. SHALL MAINTAIN TRACTS B, C AND D AND ALL IMPROVEMENTS THEREON.
 - TRACT E IS HEREBY DEDICATED TO BREVARD COUNTY FOR USE AS A SANITARY SEWER LIFT STATION AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY BREVARD COUNTY.
 - THERE IS HEREBY DEDICATED TO BREVARD COUNTY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
 - THE PUBLIC SIDEWALK EASEMENTS SHOWN ON SHEETS 2, 3, 4, 5 AND 6 OF THIS PLAT ARE DEDICATED TO BREVARD COUNTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC SIDEWALK IMPROVEMENTS.
 - THE VIERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACT A FOR THE INSTALLATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF STORM WATER DRAINAGE FACILITIES AND RELATED IMPROVEMENTS COMPRISING THE VSD DRAINAGE SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS, VEHICLES AND EQUIPMENT OVER AND ACROSS SUCH TRACT IN CONNECTION THEREWITH TO FACILITATE THE CONTROL, OPERATION AND MAINTENANCE OF ALL SUCH DRAINAGE FACILITIES LOCATED THEREON BY THE VIERA STEWARDSHIP DISTRICT.
 - 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 ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF CENTRAL VIERA COMMUNITY ASSOCIATION, INC. OR THE VIERA 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 DRAINAGE FROM ALL PUBLIC RIGHT-OF-WAYS WITHIN THE LIMITS OF THIS PLAT INTO AND THROUGH SUCH DRAINAGE TRACTS AND THE STORM PIPES, STORM STRUCTURES AND FACILITIES ASSOCIATED THEREWITH, TO THE EXTENT THAT ANY SUCH STORM PIPES, STORM STRUCTURES OR RELATED FACILITIES ARE WITHIN A PUBLIC RIGHT-OF-WAY DRAINING INTO SUCH DRAINAGE IMPROVEMENTS. BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY.

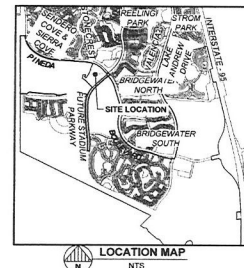
STATE PLANE COORDINATE NOTES:
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTACH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTACH 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 MK 8	AK7619	1,426,329.224	434,746.017	738,933.411	225,227.354	28°15'26.19982"	080°44'34.43002"	0.99994903	(+10°07' 18.2"
BREVARD GPS 1090	AK7624	1,422,843.468	453,682.642	740,680.093	225,769.744	28°14'51.61826"	080°44'14.98184"	0.99994936	(+10°07' 27.3"
1.95 73A64	AQ2646	1,416,452.318	431,735.530	746,854.0344	227,641.565	28°18'48.22768"	080°43'06.11244"	0.99996250	(+10°07' 58.6"

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 0.99996030 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 US 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.



DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

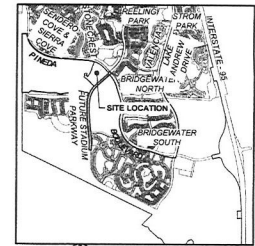
COMMENCE AT THE NORTHWEST CORNER OF STADIUM PARKWAY ACCORDING TO THE PLAT OF STADIUM PARKWAY - SEGMENT E AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S48°09'45"27"W, A DISTANCE OF 150.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY THE FOLLOWING TRACES (1) COURSES AND DISTANCES; (2) THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE NORTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°36'43"; A CHORD BEARING OF N01°30'57"W, AND A CHORD LENGTH OF 34.61 FEET, A DISTANCE OF 38.23 FEET TO THE END OF SAID CURVE; THENCE S48°09'45"27"W, A DISTANCE OF 1155.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (3) THENCE ALONG THE ARC OF THE CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 1775.00 FEET, A CENTRAL ANGLE OF 5°52'22"; A CHORD BEARING OF S45°33'37"W, AND A CHORD LENGTH OF 181.85 FEET, A DISTANCE OF 181.85 FEET TO A CUSP OF SAID CURVE; THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°36'43"; A CHORD BEARING OF N01°30'57"W, AND A CHORD LENGTH OF 34.61 FEET, A DISTANCE OF 38.23 FEET TO THE END OF SAID CURVE; THENCE S48°09'45"27"W, A DISTANCE OF 1155.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (4) THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 1775.00 FEET, A CENTRAL ANGLE OF 5°52'22"; A CHORD BEARING OF S45°33'37"W, AND A CHORD LENGTH OF 181.85 FEET, A DISTANCE OF 181.85 FEET TO A CUSP OF SAID CURVE; THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°36'43"; A CHORD BEARING OF N01°30'57"W, AND A CHORD LENGTH OF 34.61 FEET, A DISTANCE OF 38.23 FEET TO THE END OF SAID CURVE; THENCE S48°09'45"27"W, A DISTANCE OF 1155.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (5) THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 1775.00 FEET, A CENTRAL ANGLE OF 5°52'22"; 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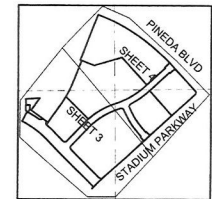
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 2 OF 6
SECTIONS 20, 21 TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
NTS



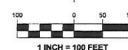
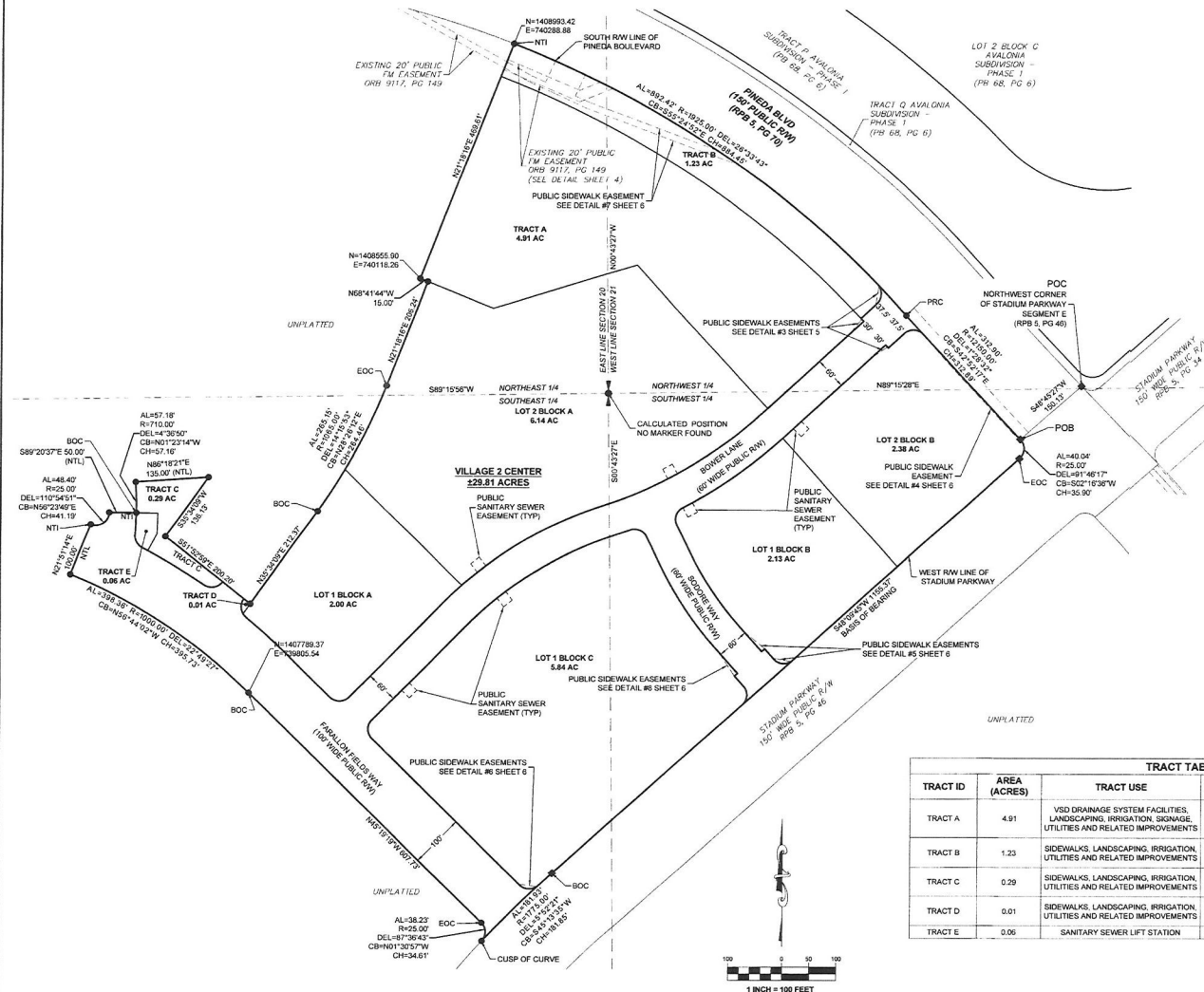
KEY MAP
NTS

- SURVEY SYMBOL LEGEND**
- SECTION CORNER, MARKED AS NOTED
 - 1/4 SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (PRM), SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LMBG, UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT (PCP), SET MAG NAIL AND DISK STAMPED PCP LMBG, UNLESS OTHERWISE NOTED

ABBREVIATIONS

- MINUTES/FEET
- SECONDS/INCHES
- DEGREES
- AL ARC LENGTH
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DEL CENTRAL/DELTA ANGLE
- DE DRAINAGE EASEMENT (PRIVATE)
- E EAST
- EL ELEVATION
- F.B.C. FENCE AND BORN EASEMENT
- FT FOOT/FEET
- N NORTH
- N&D NAIL AND DISK
- (NR) NOT RADIAL
- NTS NOT TO SCALE
- ORORS OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PCP PERMANENT CONTROL POINT
- POS PAGE(S)
- P.S.E. PRIVATE SIDEWALK EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIUS
- R/W RIGHT-OF-WAY
- S SOUTH
- SSE SANITARY SEWER EASEMENT
- TYP TYPICAL
- W WEST
- VSD VIERA STEWARDSHIP DISTRICT

TRACT TABLE			
TRACT ID	AREA (ACRES)	TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY
TRACT A	4.91	VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, SIGNAGE, UTILITIES AND RELATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION
TRACT B	1.23	SIDEWALKS, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION
TRACT C	0.29	SIDEWALKS, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION
TRACT D	0.01	SIDEWALKS, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION
TRACT E	0.06	SANITARY SEWER LIFT STATION	BREVARD COUNTY



THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
DATE 3/16/2023
DESIGN/DRAWN LEHTBS
DRAWING 11629_301_002
PROJECT# 11629

LOT 7 BLOCK A

AL=20.07
DEL=1°31'41"

N51°54'29"E
20.00

N38°05'31"W
20.00

AL=37.87
R=755.00
DEL=2°32'39"

CB=55°04'58"W
CB=37.60

20.13

SOWER LANE
PUBLIC (NW)

R=755.42
DEL=1°17'04.42"

CH=253.32"
(TOTAL)





LOT 1 BLOCK A

40 20

1"=40'-00" FEET

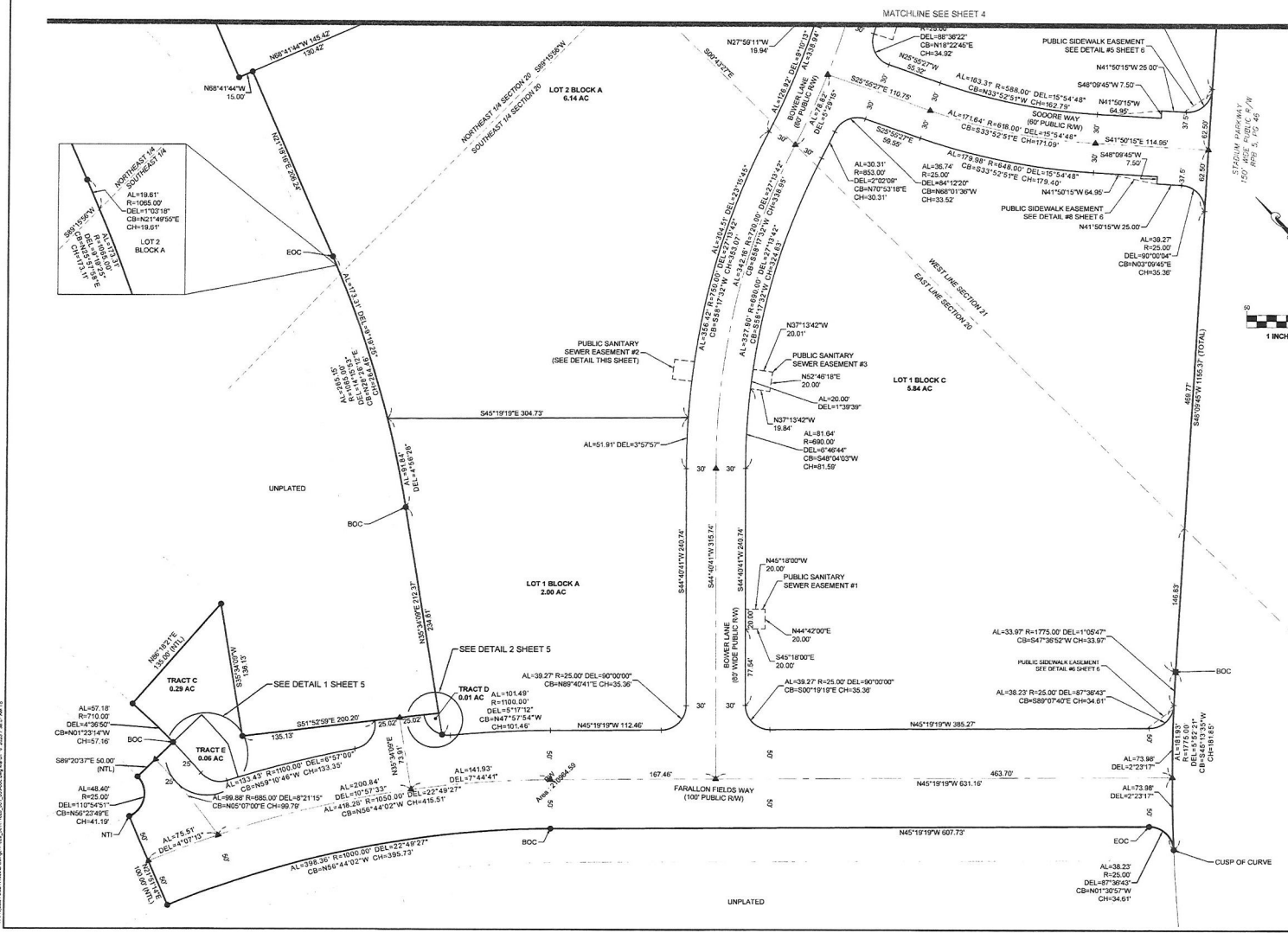
KEY MA

SURVEY SYMBOL LEGEND

	SECTION CORNER, MARKED AS NOTED
	1/4 SECTION CORNER, MARKED AS NOTED
	PERMANENT REFERENCE MONUMENT (PRM) 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

- MINUTE/FEET
- SECONDS/INCHES
- DEGREES
- AL ARC LENGTH
- CB CHORD BEARING
- CH CHORD LENGTH
- CONCRETE MONUMENT
- DEL CENTRAL/Delta ANGLE
- DE DRAINAGE EASEMENT
- E EASE
- EAS ELEVATION
- F.B.E.F FENCE AND BERM EASEMENT
- FT FOOT/FEET
- N NORTH
- N&D NAIL AND DISK
- (NR) NOT RADIAL
- NR NOT TO SCALE
- OR ORIGINAL RECORDS BOOK
- PL PLAT BOOK
- PCP PERMANENT CONTROL POINT
- P.P.S. PRIVATE SIDEWALK EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIAL
- R&D RIGHT-OF-WAY
- S SOUTH
- SEE SANITARY SEWER EASEMENT
- TY TYPICAL
- W WEST
- S SOUTH
- YSD VIENNA STEWARDSHIP DISTRICT



	B.S.E. CONSULTANTS, INC. CONSULTING - ENGINEERING - LAND SURVEYING 732 NORTHSHORE CITY BOULEVARD, SUITE 100, WILMINGTON, DE 19801 PHONE: (302) 739-0634 FAX: (302) 739-0118 CERTIFICATE OF LICENSE AUTHORIZATION AND CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION, LICENSE		DATE: 3/18/2023 DESIGN/DRAWN: LEH/TBS DRAWING# 11629_301_003 PROJECT# 11629



**SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA**

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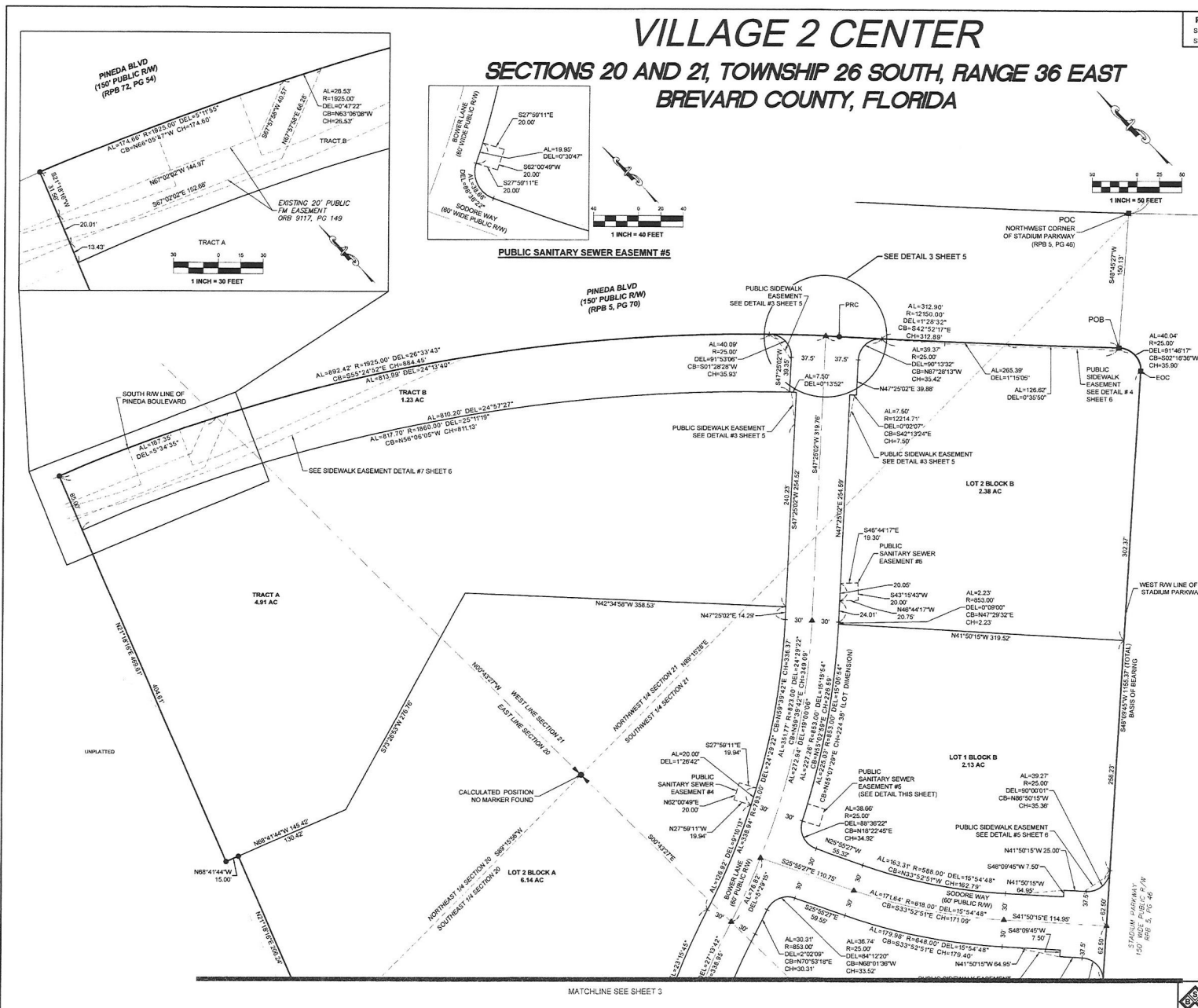
KEY MAP
NTS

 SECTION CORNER; MARKED AS NOTED
 1/4 SECTION CORNER, MARKED AS NOTED

V MINUTES/FEET
 W SECONDS/INCHES
 X DEGREES
 AL ARC LENGTH
 CB CHORD BEARING
 CH CHORD LENGTH
 CM CONCRETE MASONRY
 DEL CENTRAL/DELTA ANGLE
 DE DRAINAGE EASEMENT (PRIVATE)
 E EAST
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 (NR) NOT RADIAL
 NTS NOT TO SCALE
 ORS ORIGINAL RECORDS BOOK
 PB PLAT BOOK
 PCD PERMANENT CONTROL POINT
 PGP GRASSY PLOT
 P.S.E PRIVATE SIDEWALK EASEMENT
 P.U.E PUBLIC UTILITY EASEMENT
 R RADIUS
 RW RIGHT-OF-WAY
 S SOUTH
 SSE SANITARY SEWER EASEMENT
 TP TYPICAL
 W WEST
 VSD VIOLA STEWARDSHIP DISTRICT

 **B.S.E. CONSULTANTS, INC.**
CONSULTING - ENGINEERING - LAND SURVEYING
312 AUSTIN AVENUE, SUITE 400, GAITHERSBURG, MD 20878
PHONE: (301) 770-0100 FAX: (301) 770-1100
CERTIFICATE OF LAND SURVEYING AUTHORIZATION - 4486
CERTIFICATE OF LAND SURVEYING NUMBER: 2001000101 UNLIMITED

DATE: 3/16/2023
DESIGN/DRAWN: LEH/TBS
DRAWING# 11629_301_004
PROJECT# 11629



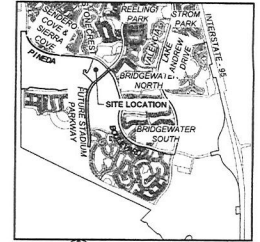
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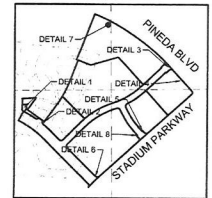
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 5 OF 8
SECTIONS 20, 21 TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
NTS



KEY MAP
NTS

SURVEY SYMBOL LEGEND

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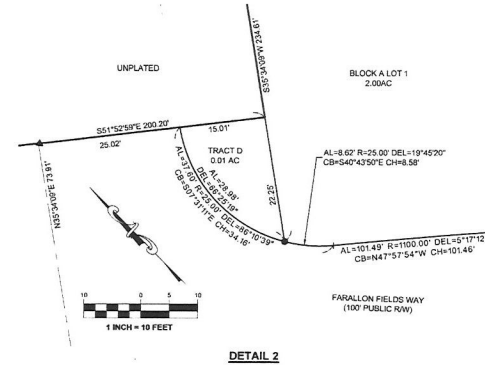
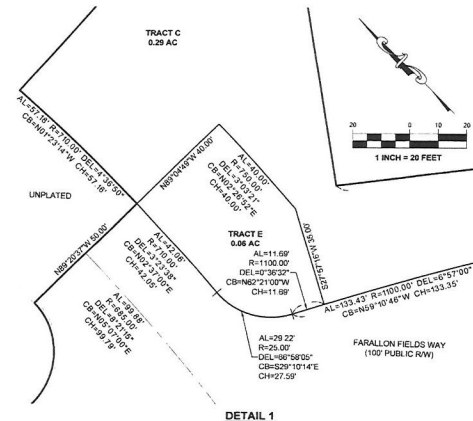
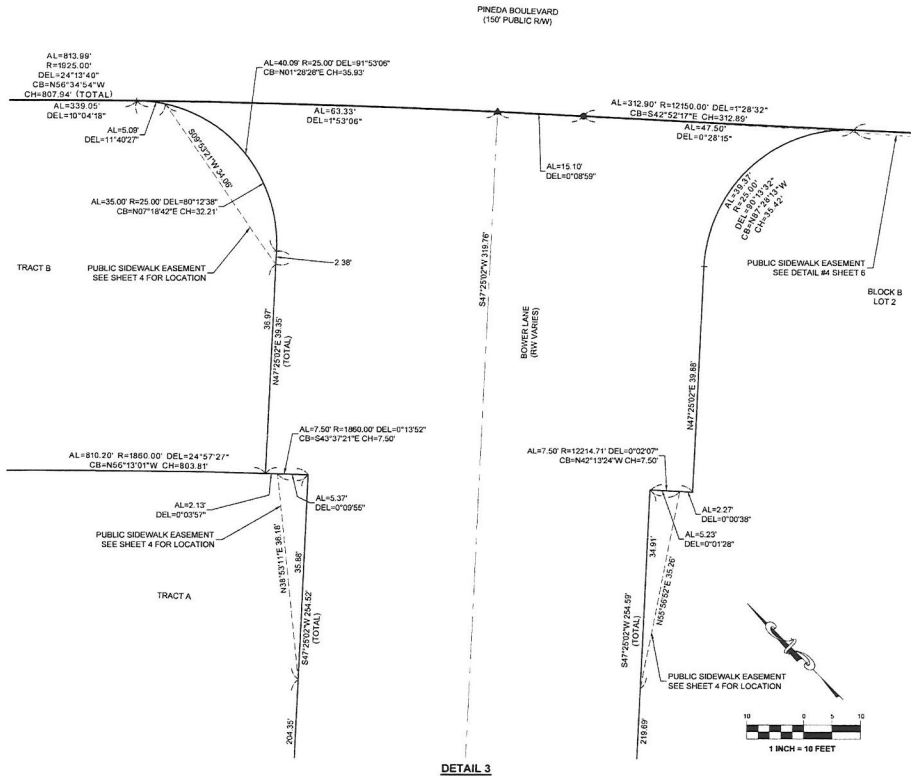
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- S SOUTH
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- THIS PLAT PREPARED BY -

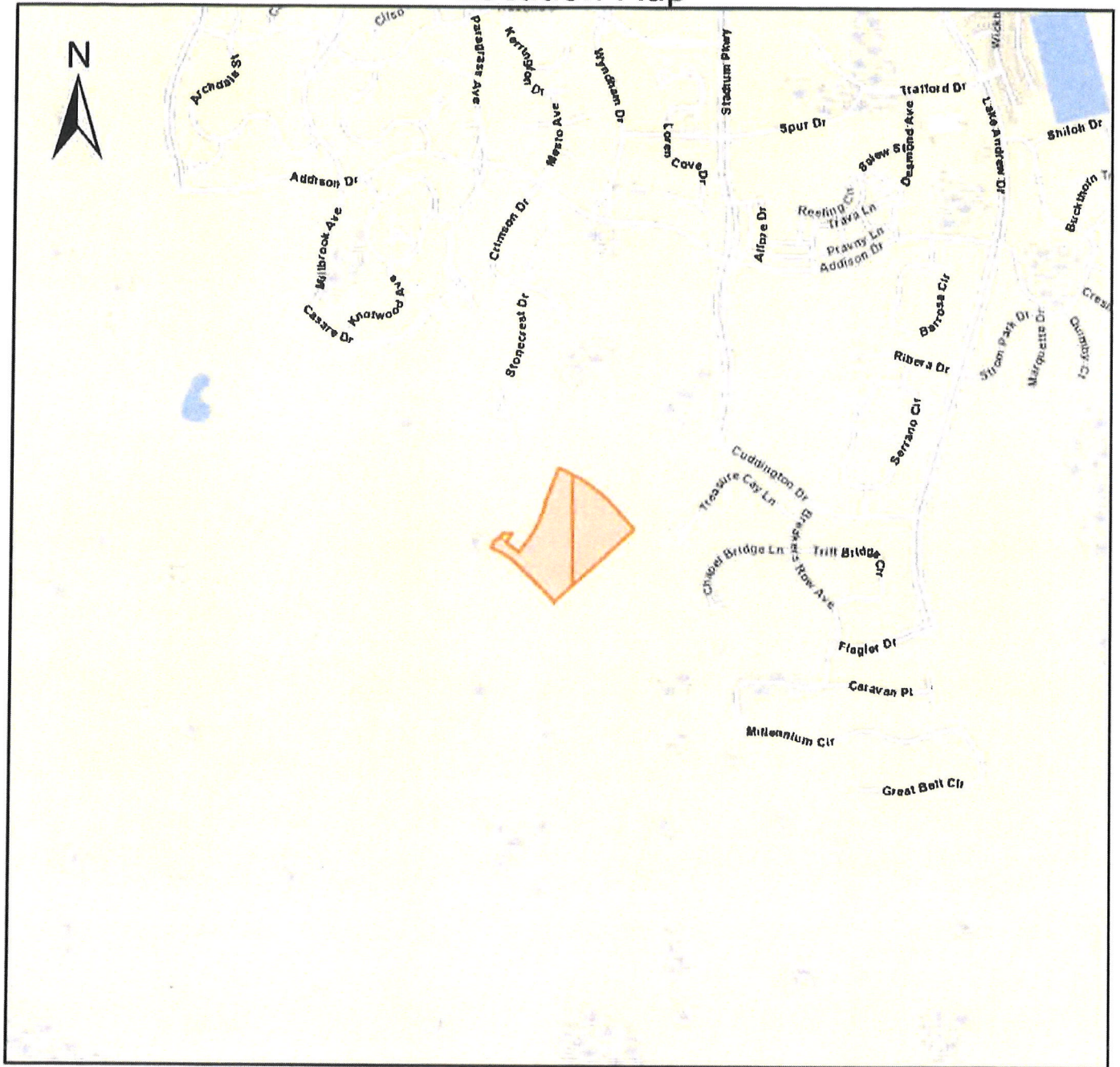


B.S.E CONSULTANTS, INC.
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711 NW 71 STREET, SUITE 100, WEST PALM BEACH, FL 33411
TEL: 561-833-1111 FAX: 561-833-1112
WWW.BSECONSULTANTS.COM
DATE: 3/15/2023
DESIGNER: JAVIER LEHTS
DRAWING: 11629_301_005
PROJECT: 11629



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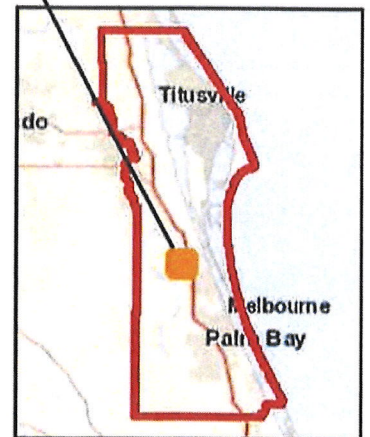
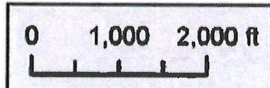
Location Map



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



Print Time: 4/10/2023 8:54 AM