

Subdivision No. 20SD00011

Project Name Aripeka Subdivision, Village 2,

Neighborhood 1 Phase 1

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 26th day of October 2021, 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 20SD00011. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

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

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

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

3. The PRINCIPAL agrees to complete said construction on or before the 31st day of December, 2022

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 \$5,525,818.25. 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: Oct. 26, 2021.

WITNESSES:

PRINCIPAL: The Viera Company


Karen P. Prosser


Todd J. Pokrywa, as President

DATE

October 4, 2021

State of: Florida

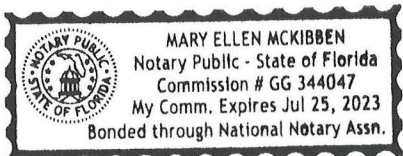
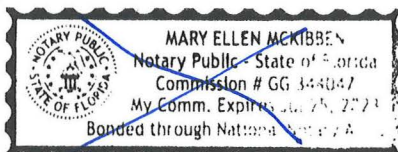
County of: Brevard

The foregoing instrument was acknowledged before me this 4th day of October 2021, 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:




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 \$5,525,818.25 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 26th day of October, 2021, 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 December 31st, 2022 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.

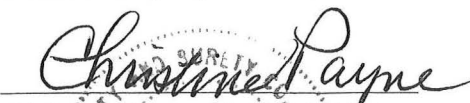
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

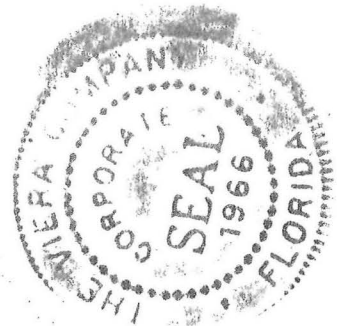
EXECUTED this 4th day of October, 2021.

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-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 **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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**, **2021**



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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 **13th** day of **September**, **2021**



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-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ARIPEKA AT VIERA - PHASE 1

SECTIONS 21 AND 22 TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF N10°20'30"E ON THE EAST LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION NO. 1, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 36, PAGE 86, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.05(6) & 177.05(9).
- BREVARD COUNTY VERTICAL CONTROL MARK (CS869) IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- BREVARD COUNTY MANUALLY 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 IMPORTATION 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 HOMEOWNERS 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 MSBU.
 - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN.
 - THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
 - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED ON JULY 23, 1998 IN OFFICIAL RECORDS BOOK 3409, PAGE 624, AS AMENDED AND MODIFIED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AND FOURTEENTH AMENDMENT TO THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 6871, PAGE 630, AND THAT CERTAIN SECOND SUPPLEMENTAL DECLARATION AND NINETEENTH AMENDMENT TO THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 8904, PAGE 1165, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (HEREINAFTER REFERRED TO AS THE "COMMUNITY DECLARATION").
 - THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ARIPEKA NEIGHBORHOOD AREA RECORDED IN OFFICIAL RECORDS BOOK 9212, AT PAGE 1028, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED OR MODIFIED (HEREINAFTER REFERRED TO AS THE "NEIGHBORHOOD DECLARATION").
- NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2006, AS RECORDED IN OFFICIAL RECORDS BOOK 5683, PAGE 2029, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 6091, PAGE 1324, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- 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 6873, PAGE 1910, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- VIERA STEWARDSHIP DISTRICT NOTICE OF SPECIAL ASSESSMENT/GOVERNMENTAL LIEN OF RECORD DATED MAY 8, 2020, AS RECORDED IN OFFICIAL RECORDS BOOK 8794, PAGE 1579, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- AGREEMENT AND GRANT OF CONSERVATION EASEMENT AND AFFIRMATIVE EASEMENTS FOR ENVIRONMENTAL MANAGEMENT AND ADMINISTRATION RECORDED DECEMBER 31, 2012, IN OFFICIAL RECORDS BOOK 6768, PAGE 2296, TOGETHER WITH FIRST SUPPLEMENT TO AGREEMENT AND GRANT OF CONSERVATION EASEMENT AND AFFIRMATIVE EASEMENTS FOR ENVIRONMENTAL MANAGEMENT AND ADMINISTRATION RECORDED IN OFFICIAL RECORDS BOOK 8559, PAGE 1449, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- MINERAL RIGHTS RESERVED BY PLATT CATTLE COMPANY, IN DEED RECORDED IN DEED BOOK 304, PAGE 43, AND PARTIALLY RELEASED BY THE RELEASE OF SURFACE, ENTRY RIGHTS WITH RESPECT TO OIL GAS AND MINERAL INTERESTS, DATED 12/17/1987, IN OFFICIAL RECORDS BOOK 2870, PAGE 874, WHICH RELEASES "ALL OF THE RIGHTS OF THE RELEASOR TO EXPLORE FOR, DRILL FOR, DEVELOP, MINE AND REMOVE OIL, GAS, AND OTHER MINERALS, OR OTHERWISE TO ENTER UPON, USE OCCUPY, DISRUPT OR DAMAGE THE SURFACE, OR TO AUTHORIZE ANY OTHER PERSON TO DO SO," ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION 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 OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH THE PRIVATE STREET RIGHTS OF WAY NOTED AS A PART OF TRACT 22 TO PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO. AND CV OF VIERA LLP (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).

- THERE IS HEREBY DEDICATED OVER AND ACROSS ALL SIDE LOT LINES, A 2' WIDE PERPETUAL NON-EXCLUSIVE PRIVATE DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED, WHICH IS LIMITED TO A SHARED USE TRAIL, AND FOR WETLAND PRESERVATION WITH ASSOCIATED UPLAND BUFFERS AND THE PRESERVATION AND PROTECTION OF PREFERRED OPEN SPACE TYPE (PCT) TREE CANOPY WITHIN THAT PORTION OF TRACT OS N1-4 DESIGNATED ON THE PLAT AS PCT EASEMENT AREA. TRACT OS N1-4 SHALL BE OWNED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND IS RESERVED FOR OPEN SPACE UTILITIES, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE AND RELATED IMPROVEMENTS, AND THE PRESERVATION AND PROTECTION OF PCT TREE CANOPY WITHIN THAT PORTION OF TRACT OS N1-4 DESIGNATED ON THIS PLAT AS PCT EASEMENT AREA. TRACTS OS N1-3A AND OS N1-4 AND THE IMPROVEMENTS THEREON SHALL BE OPERATED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. EXCLUDING THOSE AREAS OF SUCH TRACTS CONTAINING (I) PRESERVED WETLANDS AND ASSOCIATED UPLAND BUFFERS OR (II) PCT TREE CANOPY LOCATED WITHIN THE LIMITS OF A DESIGNATED PCT EASEMENT AREA, WHICH AREAS SHALL BE CONTROLLED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT IN ACCORDANCE WITH THE VIERA PUD AND APPLICABLE LAW. ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. SHALL NOT REMOVE, ALTER OR DISTURB THE PRESERVED WETLANDS, UPLAND BUFFERS OR THE PCT TREE CANOPY LOCATED WITHIN SUCH TRACTS AND SUCH ASSOCIATED MAINTENANCE AND REPAIR OR IMPROVEMENTS, IF ANY, LOCATED WITHIN A PCT EASEMENT AREA SHALL ONLY OCCUR IN A MANNER APPROVED BY THE VIERA STEWARDSHIP DISTRICT.
- THE VIERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, ACROSS AND THROUGH THOSE PARTS OF TRACTS OS N1-3A AND OS N1-4 CONTAINING A PRESERVED WETLAND, UPLAND BUFFER OR A PCT EASEMENT AREA TO CONDUCT INSPECTIONS, PERFORM WORK AND ALL MANNER OF OTHER ACTIVITIES RELATING TO THE PRESERVATION, PROTECTION AND MAINTENANCE OF PRESERVED WETLANDS, UPLAND BUFFERS AND/OR PCT TREE CANOPY LOCATED THEREIN TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS, VEHICLES AND EQUIPMENT OVER AND ACROSS TRACTS OS N1-3A AND OS N1-4 IN CONNECTION THEREWITH TO FACILITATE THE PRESERVATION, PROTECTION AND MAINTENANCE OF WETLANDS, UPLAND BUFFERS AND PCT TREE CANOPY.
- TRACTS A.D. 1 AND OS N1-2 SHALL BE OWNED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND ARE RESERVED FOR WALK AND DRIVING SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS. AND AS TO TRACT OS N1-2, OPEN SPACE USE. ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. SHALL MAINTAIN THE AFORESAID TRACTS AND ALL IMPROVEMENTS THEREON, EXCEPT AND EXCLUDING ANY DRAINAGE FACILITY OR IMPROVEMENT WHICH IS PART OF THE VSD DRAINAGE SYSTEM WHICH SHALL BE CONTROLLED, OPERATED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT PURSUANT TO THE EASEMENTS GRANTED TO THE DISTRICT UNDER THIS PLAT.
- TRACTS G AND S ARE RESERVED FOR PEDESTRIAN ACCESS, SIDEWALKS, LANDSCAPING, UTILITIES AND OTHER RELATED COMMON AREA IMPROVEMENTS. TRACTS G AND S SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. THE RIGHT-OF-WAYS FOR ARIPEKA DRIVE, WAXWING CIRCUIT, GRACEWOOD DRIVE AND LAVENDER DRIVE DESCRIBED HEREON AS TRACT 22 AND ALL ROAD IMPROVEMENTS THEREON SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND RESERVED FOR INGRESS/EGRESS, SIGNAGE, PUBLIC AND PRIVATE UTILITIES, STORMWATER DRAINAGE AND RELATED IMPROVEMENTS.
- TRACT 2 IS RESERVED FOR PEDESTRIAN ACCESS, A MAILBOX FACILITY AND RELATED DRIVEWAY IMPROVEMENTS. A SHARED USE TRAIL, LANDSCAPING, UTILITIES AND OTHER RELATED COMMON AREA IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC.
- NOTWITHSTANDING THE VIERA STEWARDSHIP DISTRICT'S RESPONSIBILITY TO OPERATE AND MAINTAIN THE VSD DRAINAGE SYSTEM CONSTRUCTED WITHIN THE LANDS PLATTED HEREUNDER AS DESCRIBED IN THE FOREGOING NOTES, THE FOLLOWING INDICATED DRAINAGE FACILITIES COMPRISING THE NEIGHBORHOOD DRAINAGE SYSTEM SHALL BE OPERATED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AS PROVIDED IN THE NEIGHBORHOOD DECLARATION (I) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, SUCH AS INLETS, CATCH BASINS AND PIPES, INSTALLED TO EXCLUSIVELY DRAIN TRACT 22 AND THE PRIVATE LOT LOCATED THEREIN, (II) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, SUCH AS INLETS, CATCH BASINS AND PIPES, INSTALLED TO EXCLUSIVELY DRAIN NEIGHBORHOOD ADJACENT AREAS OPERATED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND (III) AUTHORIZED DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS SUCH AS SIDE-YARD SWALES INSTALLED WITHIN A LOT OR TRACT TO EXCLUSIVELY DRAIN SUCH LOT OR TRACT AND/OR ADJACENT LOTS OR TRACTS.
- IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
- THE 10' WIDE SANITARY SEWER EASEMENT SHOWN ON SHEET 2 ALONG THE WESTERN BOUNDARY OF TRACT 1 IS DEDICATED TO BREVARD COUNTY AS FOR THE OPERATION AND MAINTENANCE OF SANITARY SEWER FACILITIES, INCLUDING INGRESS AND EGRESS NECESSARY FOR SAME.
- THE PUBLIC IMPROVEMENTS LOCATED WITHIN PUBLIC EASEMENTS DESCRIBED OR SHOWN WITHIN THE LIMITS OF THIS PLAT ARE COVERED BY TITLE INSURANCE POLICY # 0257050258 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY TO BREVARD COUNTY.
- TRACT 1 IS HEREBY DEDICATED TO BREVARD COUNTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION, AND SHALL BE OWNED AND MAINTAINED BY BREVARD COUNTY.
- TRACT OS N1-1 IS RESERVED FOR OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, DRAINAGE AND RELATED IMPROVEMENTS BUT NOT LIMITED TO. THE TRACT SHALL BE A SHARED USE TRAIL AND SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC.

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 1998 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTech PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTech SOLUTIONS VERSION 2.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PD	NORTHING	N-METERS	EASTING	E-METERS	N-LATITUDE	N-LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
OURMAN AZ MB 8	AS7519	1,420,329.224	434,746.017	728,933.411	225,227.254	29°19'28.1968"	080°47'54.4302"	0.9999403	(+/-) 0" 16.2"
BREVARD GPS 1090	AS7544	1,423,245.468	433,682.642	740,680.035	225,759.744	29°14'11.6120"	080°44'14.9814"	0.9999436	(+/-) 0" 27.3"
1.05 73404	AS7246	1,418,452.318	431,735.550	740,854.044	227,641.257	29°13'48.2760"	080°47'06.1134"	0.9999520	(+/-) 0" 28.6"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING STREET CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 0.99995033 WAS USED TO CONVERT GRID DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO 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 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.

SEE SHEET 2 FOR DESCRIPTION AND TRACT TABLE



LOCATION MAP

NTS

KEY MAP

NTS

ABBREVIATIONS

- MINUTES/SECONDS/DEGREES
- AC ACRES
- AL ARC LENGTH
- B/CB CHORD OF CURVE
- CH CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- FBL FRONT BUILDING RESTRICTION LINE
- FO FOOTPRINT
- N NORTH
- NR NON-RADIAL
- NTS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- OR/ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PCC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PUD PARKER-KALEN MAIL AND DISK
- PUGS (PAGES)
- POR POINT OF BEGINNING
- PSC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- PSE PUBLIC SIDEWALK EASEMENT
- P.U.D. PLANNED UTILITY DEVELOPMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIALS
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

PLAT BOOK _____ PAGE _____

SHEET 1 OF 1

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

DEDICATION

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

ARIPEKA AT VIERA - PHASE 1

herely dedicates said lands and this plat for the uses and purposes therein expressed and hereby dedicates to Brevard County Tract "P" for uses and purposes described in the plat notes and a perpetual easement over and across Tract "22" and all private streets therein for the ingress and egress of emergency vehicles, for public service and law enforcement purposes, and for the maintenance, repair, installation and operation of public utilities, and hereby dedicates that to the City of Viera a perpetual easement over and across Tract "22" and all private streets therein for access and maintenance of public utilities. No other easements are hereby dedicated or granted to the public, it being the intention of the Viera Community that all other easements and common areas shown herein be owned and maintained privately or by the Viera Steadship District as described herein and that Brevard County and the public have no right or interest therein.

By: *[Signature]*

Todd J. Parys

President

Attest: *[Signature]*

Society: Jay A. Decatur III

Notary Public

THE VIERA COMPANY

7300 MURRELL ROAD, SUITE 201

MELBOURNE, FLORIDA 32904

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, the undersigned, Todd J. Parys and Jay A. Decatur III, respectively President and Secretary of the above named Viera Community, and acknowledged under the laws of the State of Florida, on behalf of the community, who are personally known to me ☒ or have produced ☐ as identification.

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

[Signature]

Notary Public

Mary Ellen McKinnon

Notary Public, State of Florida

My Comm. Expires July 25, 2023

Comm. No. G0344647

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 09/20/21 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance 22-2941(c)(5) as amended, and that the plat is a true and correct representation of the survey.

[Signature]

Michael J. Sweeney

Professional Surveyor & Mapper No. 4870

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 22-2941(c)(5) 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 hereby accepts Tract P for a sanitary sewer lift station, inlet and public utility easements, all public drainage easements and ingress/egress easements for emergency vehicles dedicated for public use on this plat.

Rita Pritzner - Chair

ATTEST:

Clerk of the Board

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

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

Rita Pritzner - Chair

ATTEST:

Clerk of the Board

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on _____ at _____ File No. _____

ATTEST:

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

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
DESIGN/CONSTRUCTION - HANDOFF
DRAINAGE - 1452-301-001
PROJECTS - 1458

DATE: 06/27/2021
DESIGN/DRAWN: HANDOFF
PROJECTS: 1458-301-001
PROJECTS: 1458

PLAT BOOK _____, PAGE _____
SHEET 2 OF 7
SECTIONS 21 AND 22 TOWNSHIP 26 SOUTH RANGE 36 EAST

A PARCEL OF LAND LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

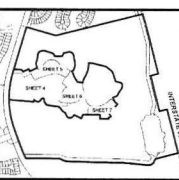
[illegible]

- * MINUTES/FEET
- * SECONDS/INCHES
- * DEGREES
- * ACRES
- * ARC LENGTH
- * BEGINNING OF CURVE
- * CB CHORD BEARING
- * CHORD LENGTH
- * CONCRETE MONUMENT
- * CONCRETE DRAINAGE EASEMENT
- * CONJUNCTION
- * CONJUNCTION/ANGLE
- * E EAST
- * END OF CURVE
- * EX EXISTING
- * RL FRONT BUILDING RESTRICTION LINE
- * FD FOUND
- * FT FOOT/FEET
- * N NORTH
- * NR NON-RADIAL
- * NS NOT TO SCALE
- * RTI NON-TANGENT INTERSECTION
- * LN NON-TANGENT LINE
- * OF OFFICIAL RECORDS BOOK
- * OF OFFICIAL RECORDS BOOK
- * DC POINT OF COMPOUND CURVATURE
- * PC PERMANENT CONTROL POINT
- * PT PREFERRED COVER TYPE
- * PALKER-SALKER MAIL AND DISK
- * S PAGE(S)
- * DC POINT OF BEGINNING
- * RTI POINT OF COMMENCEMENT
- * PC POINT OF REVERSE CURVATURE
- * E PUBLIC SIDEWALK EASEMENT
- * PL PLANNED UNIT DEVELOPMENT
- * PL PUBLIC UTILITY EASEMENT
- * R RADIUS
- * W RIGHT-OF-WAY
- * TYPICAL
- * WE WETWEARDSHIP DISTRICT



LOCATION MAP

NTS



 **KEY MAP**
NTS

TRACT TABLE			
TRACT NAME	AREA (ACRES)	DESCRIPTION	OWNERSHIP
OS N-1	3.62	OPEN SPACE, SIDEWALKS, SHARED USE TRAIL, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
OS N-1-2	11.63	OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE, UTILITIES, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
OS N1-3A	18.34	OPEN SPACE, SIDEWALKS, SHARED USE TRAIL, LANDSCAPING, IRRIGATION, DRAINAGE, WETLAND PRESERVATION AND UPLAND BUFFERS, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
OS N1-4	0.41	OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT A	2.86	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT D	3.17	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT F	3.43	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT G	0.10	SIDEWALKS, LANDSCAPE, IRRIGATION, DRAINAGE, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT P	0.04	SANITARY SEWER LIFT STATION AND RELATED IMPROVEMENTS	BREVARD COUNTY
TRACT S	0.07	SIDEWALKS, UTILITIES, DRAINAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT Y	4.21	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT Z	1.00	PEDESTRIAN ACCESS MAILBOX FACILITY, SHARED USE TRAIL, LANDSCAPING, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT ZZ	9.00	INGRESS/EGRESS, SIGNAGE, PUBLIC & PRIVATE UTILITIES, STORMWATER DRAINAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION

- THIS PLAT PREPARED BY



B.S.E. CONSULTANTS, INC.
CONSULTING • ENGINEERING • LAND SURVEYING
312 SOUTHMAIN CITY BOULEVARD SUITE A • BRIDGEVIEW, IL 60417
PHONE (312) 726-8774 FAX (312) 729-1188
CERTIFICATE OF BUSINESS AUTHORIZATION #442
CERTIFICATE OF LAND SURVEYING AUTHORIZATION #1204

DATE: 09/27/2021
DESIGN/DRAWN: HAK/DHF
DRAWING# 11459_301_002
PROJECT# 11459

ARIPEKA AT VIERA - PHASE 1

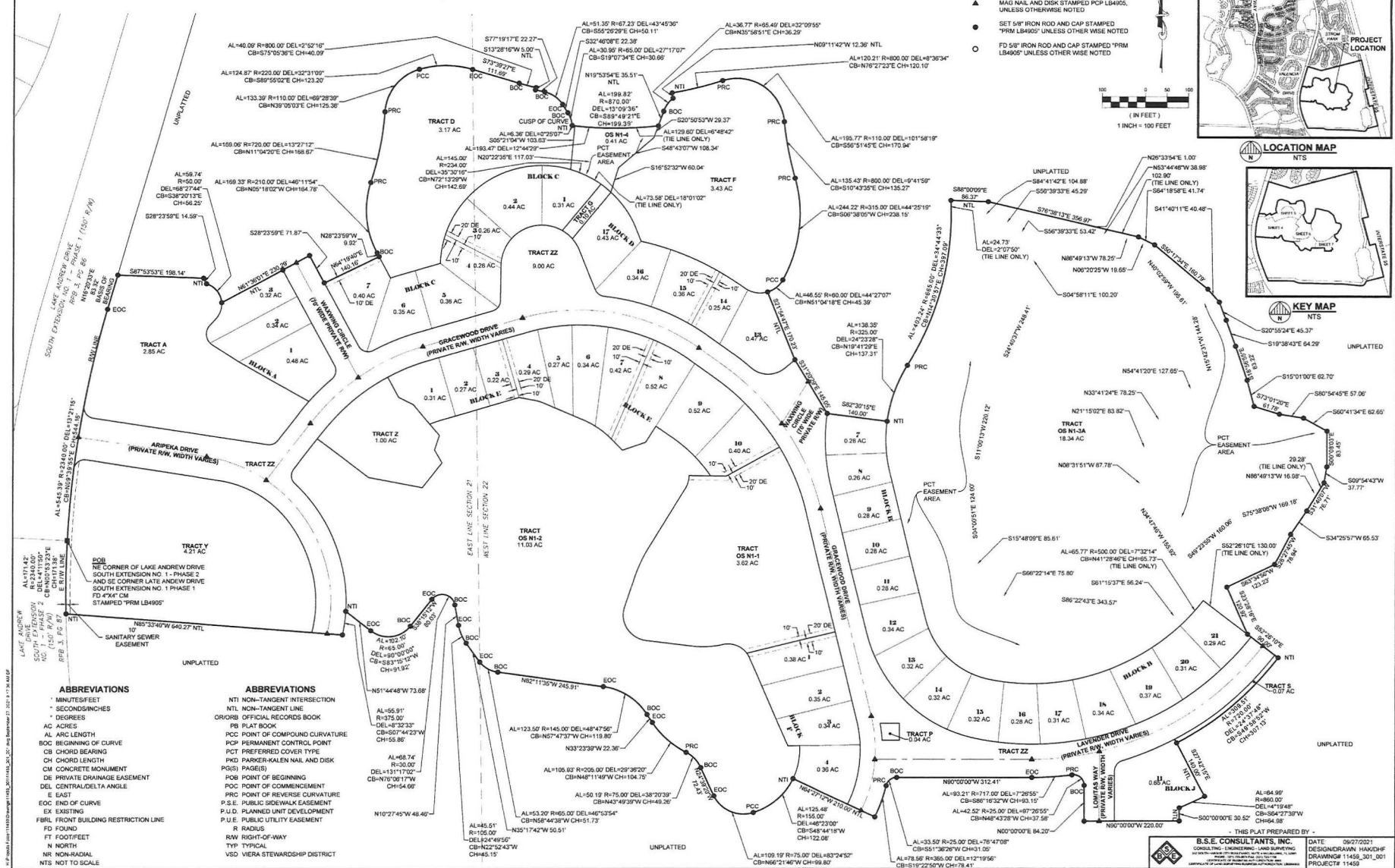
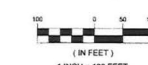
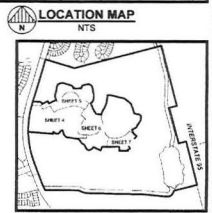
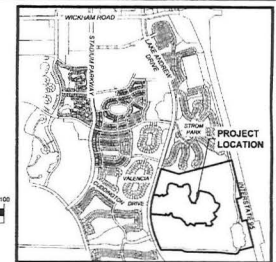
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

SURVEY SYMBOL LEGEND

- SECTION CORNER, MARKED AS NOTED
- 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

PLAT BOOK _____ PAGE _____
SHEET 3 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST



- #### ABBREVIATIONS
- M MINUTES/FEET
 - S SECONDS/INCHES
 - AC ACRES
 - AL ANGLE LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - DE PRIVATE DRAINAGE EASEMENT
 - DEL CENTRAL/DELTA ANGLE
 - E EAST
 - EOC END OF CURVE
 - EX EXISTING
 - FRS FRONT BUILDING RESTRICTION LINE
 - FT FOOT/FEET
 - N NORTH
 - NR NON-RADIAL
 - NT NOT TO SCALE
- #### ABBREVIATIONS
- NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - ORBS OFFICIAL RECORDS BOOK
 - PRB PLAT BOOK
 - POC POINT OF COMPOUND CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PRD PARKER-KALEN NAIL AND DISK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - PSE PUBLIC SIDEWALK EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - R RADIUS
 - RAW RIGHT-OF-WAY
 - TYP TYPICAL
 - VSD VERA STEWARDSHIP DISTRICT

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
DATE 06/27/2021
DESIGNED/DRAWN HAKHOV
DRAWN 11455_001
PROJECT 11455

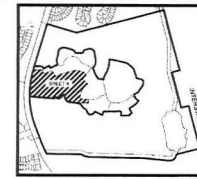
ARIPEKA AT VIERA - PHASE 1

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

SURVEY SYMBOL LEGEND

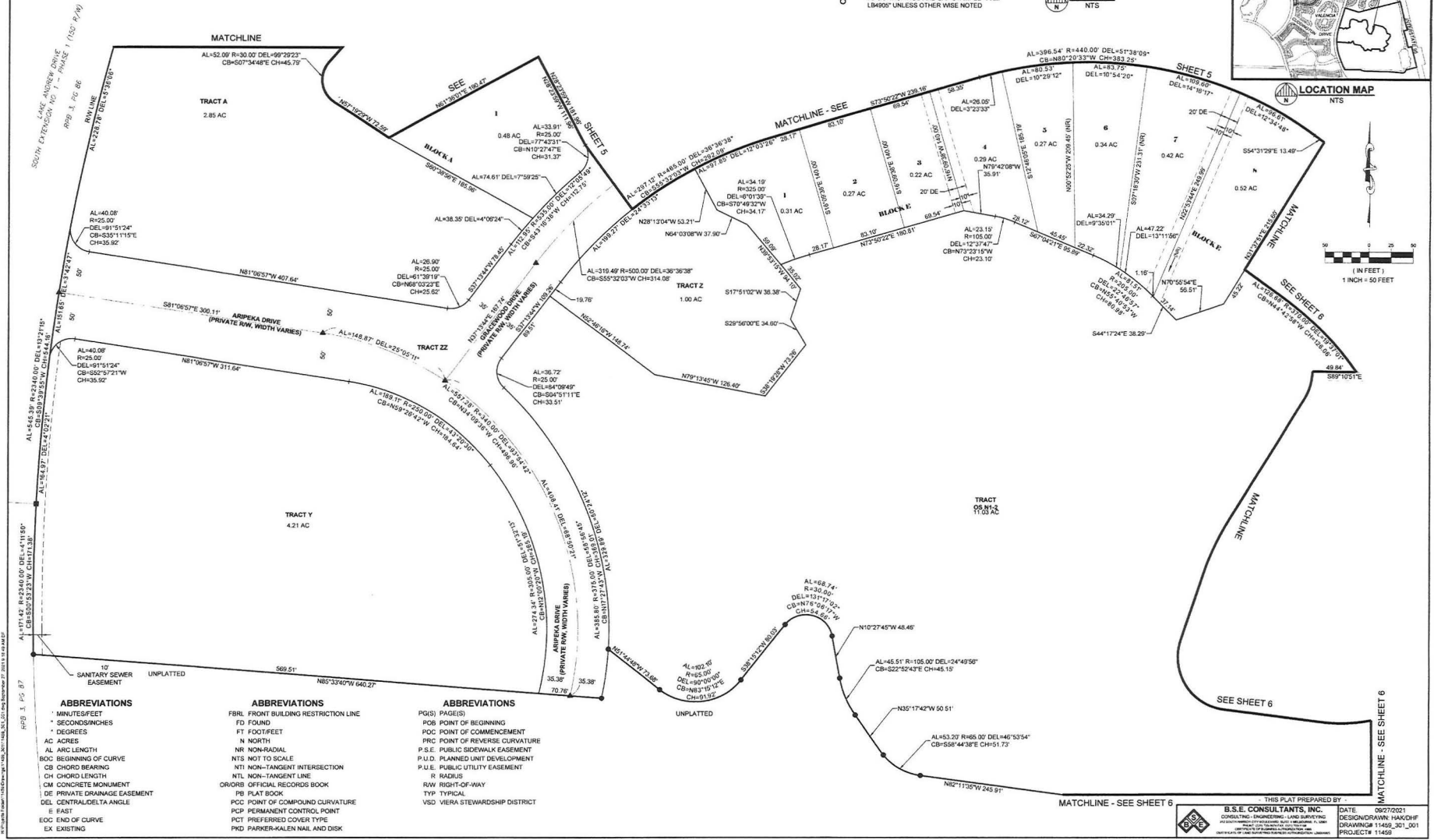
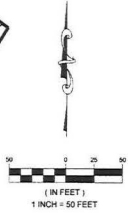
- SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) SET 4x4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP) SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PCP LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED



PLAT BOOK _____ PAGE _____

SHEET 4 OF 7

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST



- #### ABBREVIATIONS
- * MINUTES/FEET
 - * SECONDS/INCHES
 - * DEGREES
 - AL ARC LENGTH
 - B/C BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - DE PRIVATE DRAINAGE EASEMENT
 - DEL CENTRAL DELTA ANGLE
 - E EAST
 - EOC END OF CURVE
 - EX EXISTING

- #### ABBREVIATIONS
- FBRL FRONT BUILDING RESTRICTION LINE
 - FD FOUND
 - FT FOOT/FEET
 - N NORTH
 - NIR NON-RADIANT
 - NTS NOT TO SCALE
 - NTL NON-TANGENT INTERSECTION
 - OR/ORB OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - PCC POINT OF COMPOUND CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PCT PREFERRED COVER TYPE
 - PKD PARKER-KALEN NAIL AND DISK

- #### ABBREVIATIONS
- POS(P) PAGES
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - P.S.E. PUBLIC SIDEWALK EASEMENT
 - P.U.D. PLANNED UNIT DEVELOPMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R RADIUS
 - R/W RIGHT-OF-WAY
 - TYP TYPICAL
 - VSD VIERA STEWARDSHIP DISTRICT

THIS PLAT PREPARED BY:

B.S.E. CONSULTANTS, INC.

CONSULTING - ENGINEERING - LAND SURVEYING

DATE: 09/27/2021

DESIGN/DRAWN: HAKOHP

DRAWING: 11458_201_001

PROJECT: 11458

ARIPEKA AT VIERA - PHASE 1

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 5 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

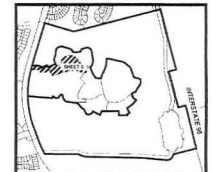


SURVEY SYMBOL LEGEND

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

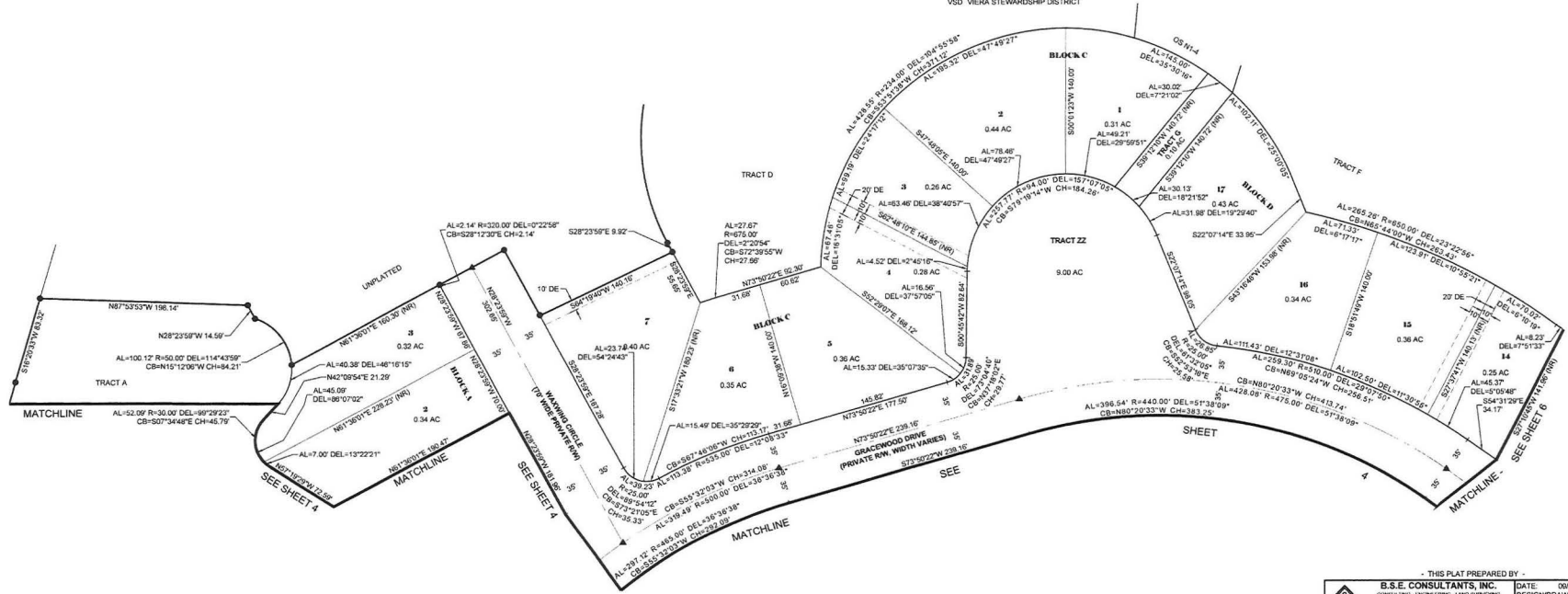


LOCATION MAP
NTS



KEY MAP
NTS

- #### ABBREVIATIONS
- M MINUTES/FEET
 - S SECONDS/INCHES
 - D DEGREES
 - AC ACRES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - DE PRIVATE DRAINAGE EASEMENT
 - DEL CENTRAL/DELTA ANGLE
 - E EAST
 - EOC END OF CURVE
 - EX EXISTING
 - FRSL FRONT BUILDING RESTRICTION LINE
 - FD FOUND
 - FT FOOT/FEET
 - N NORTH
 - NR NON-RADIAL
 - NTS NOT TO SCALE
 - NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - OR/OB OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - POC POINT OF COMPOUND CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PCT PREFERRED COVER TYPE
 - PKD PARKER-KALEN NAIL AND DISK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - P.S.E. PUBLIC SIDEWALK EASEMENT
 - P.U.D. PLANNED UNIT DEVELOPMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R RADIUS
 - RW RIGHT-OF-WAY
 - TYP TYPICAL
 - VSD VIERA STEWARDSHIP DISTRICT



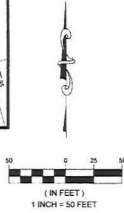
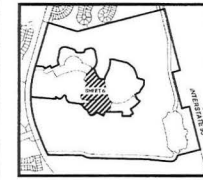
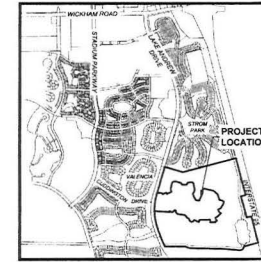
THIS PLAT PREPARED BY
B.S.E. CONSULTANTS, INC.
DATE: 09/27/2021
DESIGNED/DRAWN: HAKUCHI
DRAWING# 11455_201_001
PROJECT# 11455

ARIPEKA AT VIERA - PHASE 1

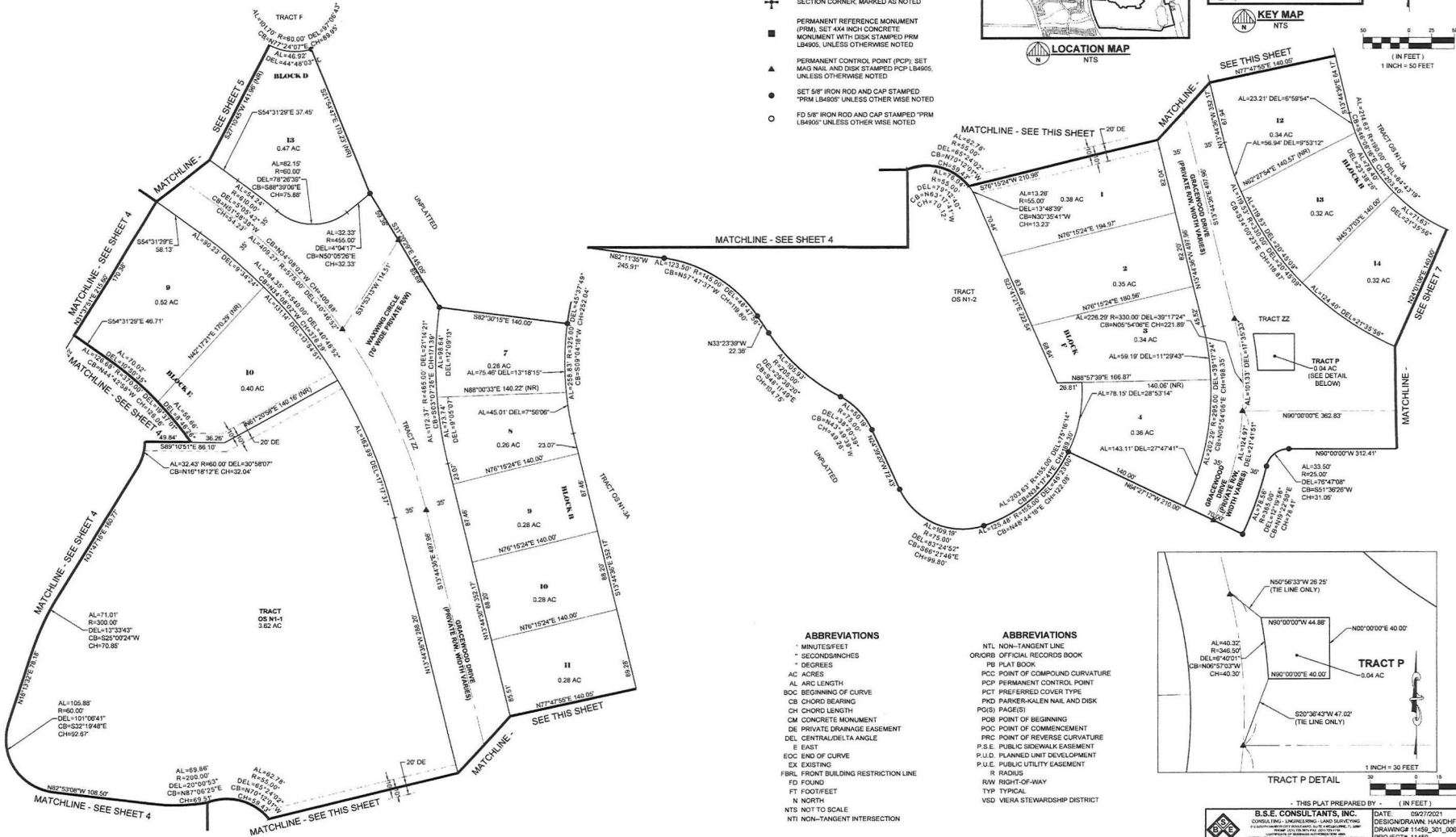
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 8 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

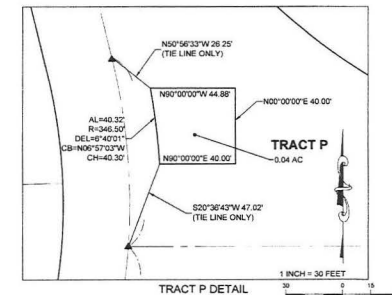


- SURVEY SYMBOL LEGEND**
- SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (PRM), SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM L84905, UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT (PCP), SET 1/2 INCH IRON ROD AND DISK STAMPED PCP L84905, UNLESS OTHERWISE NOTED
 - SET 5/8" IRON ROD AND CAP STAMPED "PRM L84905" UNLESS OTHERWISE NOTED
 - FD 5/8" IRON ROD AND CAP STAMPED "PRM L84905" UNLESS OTHERWISE NOTED



- ABBREVIATIONS**
- MINUTES/FEET
 - SECONDS/INCHES
 - DEGREES
 - AC ACRES
 - AL ARC LENGTH
 - BGC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - DE PRIVATE DRAINAGE EASEMENT
 - DEL CENTRAL/DELTA ANGLE
 - E EAST
 - EOC END OF CURVE
 - EX EXISTING
 - FBLR FRONT BUILDING RESTRICTION LINE
 - FD FOUND
 - FT FOOT/FEET
 - N NORTH
 - NTS NOT TO SCALE
 - NTI NON-TANGENT INTERSECTION

- ABBREVIATIONS**
- NTL NON-TANGENT LINE
 - ORORD OFFICIAL RECORDS BOOK
 - PD PLAT BOOK
 - PCC POINT OF COMPOUND CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PCT PREFERRED COVER TYPE
 - PKR PARKER-KALEN NAIL AND DISK
 - PG(S) PAGE(S)
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - P.S.E. PUBLIC SIDEWALK EASEMENT
 - P.U.D. PLANNED UNIT DEVELOPMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R RADIUS
 - RW RIGHT-OF-WAY
 - TYP TYPICAL
 - VSD VIERA STEWARDSHIP DISTRICT



THIS PLAT PREPARED BY - (IN FEET)
B.S.E. CONSULTANTS, INC.
DATE 09/27/2021
DESIGN/DRAWN HANCOCK
DRAWING 11459, 301, 000
PROJECT# 11459

ARIPEKA AT VIERA - PHASE 1

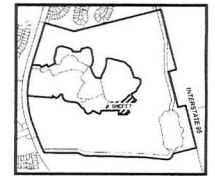
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 7 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
NTS



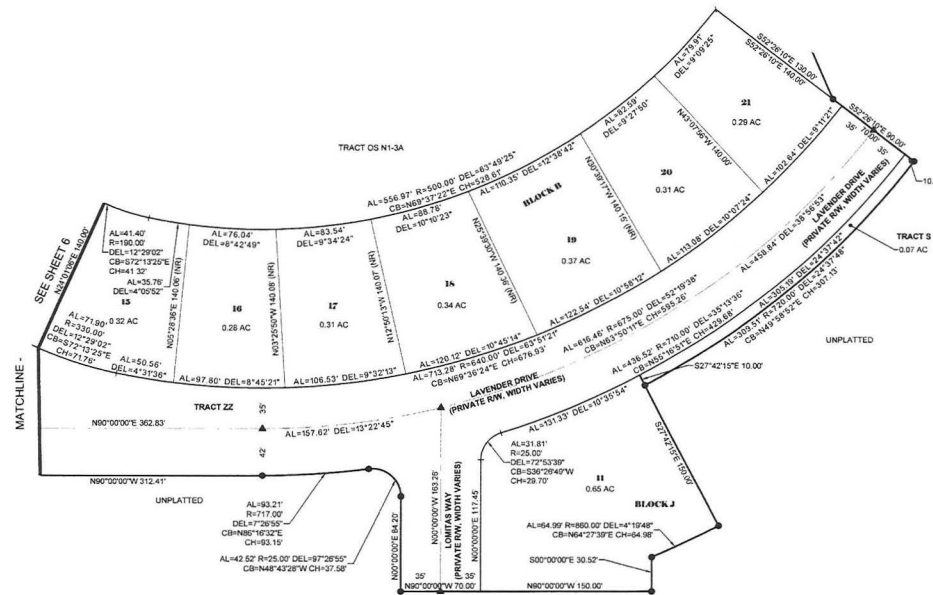
KEY MAP
NTS

SURVEY SYMBOL LEGEND

- ✚ SECTION CORNER, MARKED AS NOTED
- 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
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

ABBREVIATIONS

- * MINUTES/FEET
- * SECONDS/INCHES
- * DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL/DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- FBRL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- FT FOOT/FEET
- N NORTH
- NR NON-RADIAL
- NTS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- ORORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- POC POINT OF COMPOUND CURVATURE
- PPC PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PKD PARKER-KALEN NAIL AND DISK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- P.S.E. PUBLIC SIDEWALK EASEMENT
- P.U.D. PLANNED UNIT DEVELOPMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIUS
- RW RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

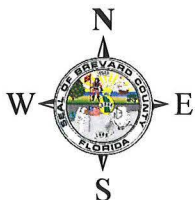
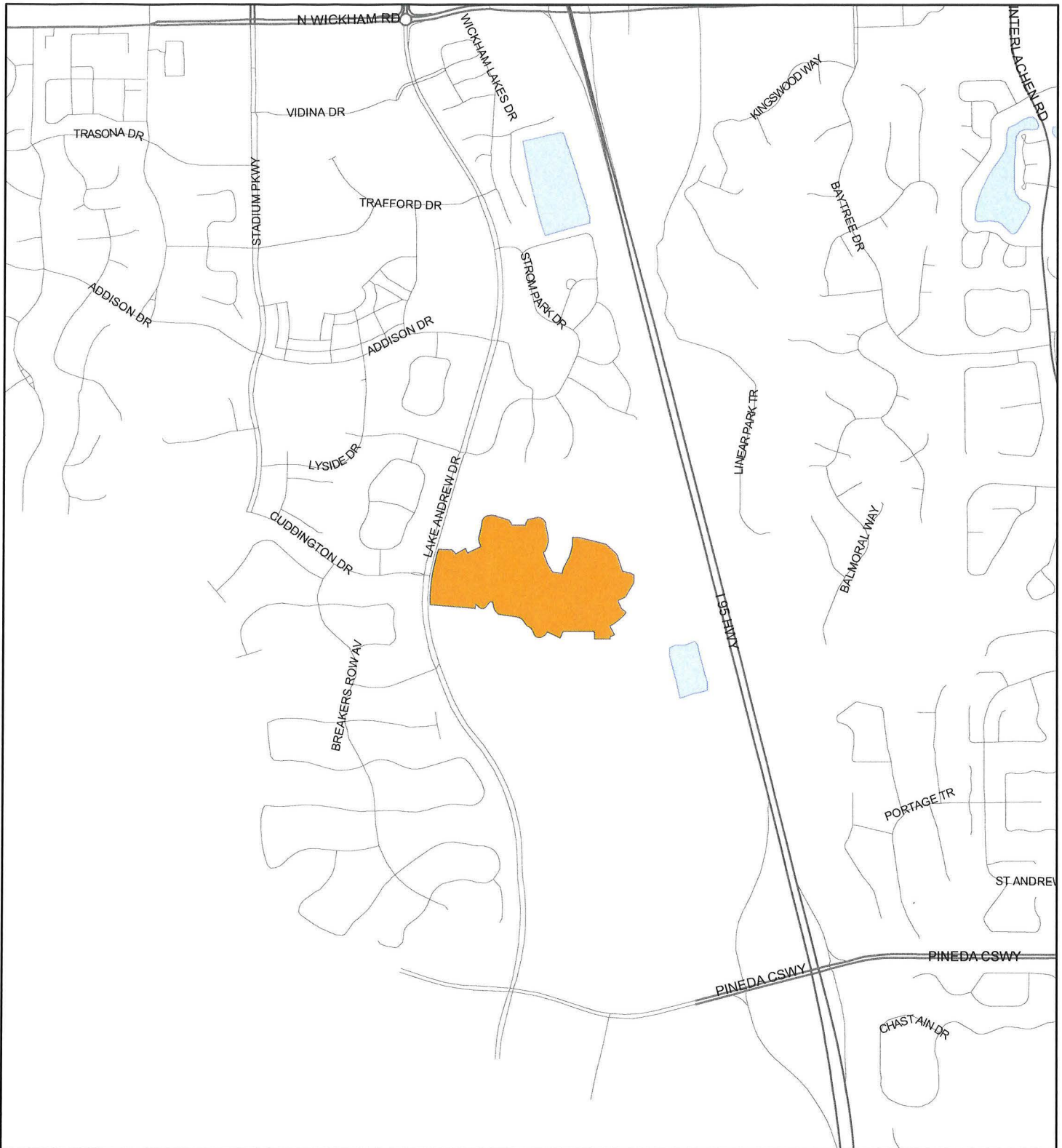


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LOCATION MAP

ARIPEKA AT VIERA - PHASE 1

21FM00013



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

 Subject Property

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.

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