

**Subdivision No.** 14SD00425/15SD00011

**Project Name** Adelaide Subdivision Phase 6B

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 3 day of ~~NOVEMBER 2022~~ 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 14SD00425/15SD00011. 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 31<sup>st</sup> day of March, 2023.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of **\$771,497.50**. 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**

  
Kristine Zonka, Chair

As approved by the Board on: NOVEMBER 3, 20 22.

WITNESSES:

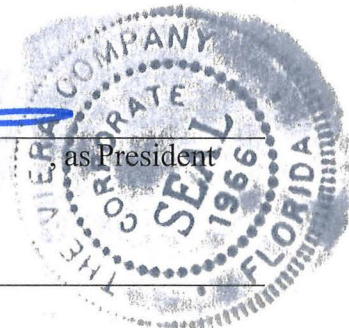
PRINCIPAL:

  
Tyler Duda

  
as President



10-7-22  
DATE



State of: Florida

County of: Brevard

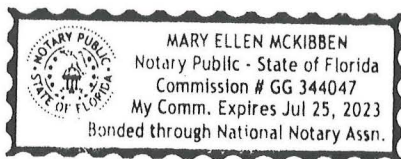
The foregoing instrument was acknowledged before me this 7th day of October 20 22, by  
- Todd J. Pokrywa, as President who is personally known to me ~~or who has produced~~  
- as identification and who ~~did~~ (did not) take an oath.

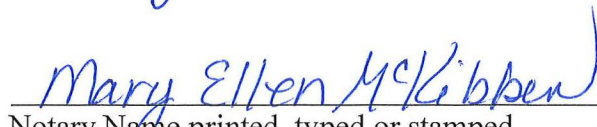
My commission expires:

  
Notary Public

S E A L

Commission Number:



  
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 \$771,497.50 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 3 day of NOVEMBER, 2022, 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 October 30th, 2023 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

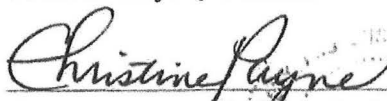
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.


EXECUTED this 7th day of October, 2022.

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

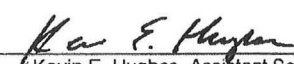
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Executive Vice President, any Assistant Treasurer, 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 **5th** day of **October**, 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.**

22Fm00015

# ADELAIDE PHASE 6B

## SECTION 29, TOWNSHIP 25 SOUTH, RANGE 36 EAST

### BREVARD COUNTY, FLORIDA



PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 1 OF 2  
SECTION 29, TOWNSHIP 25 SOUTH, RANGE 36 EAST

#### DEDICATION

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

#### ADELAIDE PHASE 6B

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described herein to Brevard County for the perpetual use of the public, and hereby further dedicates to Brevard County a perpetual easement over and across the right-of-way of all private streets, roads and ingress/egress tracts shown hereon (such private streets, roads and ingress/egress tracts being described herein as Tract 22) for ingress and egress for public service maintenance repair, installation and operation of utilities and emergency vehicles. No other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that all other easements and common areas shown hereon be owned and maintained privately or by the Viera Stewardship District as described hereon and that Brevard County and the public have no right or interest therein.

IN WITNESS WHEREOF, The Viera Company has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereon.

By:   
President: Todd J. Porynya

Attest:   
Secretary: Joy A. Decator, III

THE VIERA COMPANY  
7280 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 of the undersigned, the Todd J. Porynya and Joy A. Decator, III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me ☒ or have produced ☐ as certification.

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

Notary Public

Mary Ellen McKibben  
Notary Public, State of Florida  
My Comm. Expires July 25, 2023  
Comm. No. GG344047

#### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, do hereby certify that on 3/15/2022 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direct supervision and that said plat complies with all of the survey requirements of Chapter 17, Florida Statutes, and the Board of County Commissioners of Brevard County, Florida, as amended, and that he is a duly Licensed Professional Surveyor in the State of Florida, License No. 18-0004065.

ASBLE E. HOBARD  
B.E.S. Consultants, Inc.  
312 South Harbor City Boulevard, Suite #4  
Melbourne, Fla. 32901  
Certificate of Authorization Number: 18-0004065

#### CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 17, part 1, Florida Statutes and County Ordinance 62-2941 (6)(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 hereby accepts all public utility easements and all other easements for public use dedicated under this plat.

Kristine Zornka, Chair

ATTEST: Clerk of the Board

#### CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

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

Kristine Zornka, 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 the requirements of Chapter 17, 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.

#### PLAT NOTES:

- BEARING REFERENCE ASSUMED BEARING OF N00°32'02"W ON THE EAST LINE OF TRACT A6, ADELAIDE PHASE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- BREVARD COUNTY VERTICAL CONTROL MARKS 469-60 AND 469-71 ARE LOCATED NEAR THE LIMITS OF THESE PLAT BOUNDARIES. 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 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.
  - ALL LINES ARE RADIAL, UNLESS OTHERWISE NOTED.
  - SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.09(1) & 177.09(16).
  - THE LANDS DESCRIBED HEREIN ARE SUBJECT TO THE FOLLOWING:
    - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25, 1994, IN OFFICIAL RECORDS BOOK 3408, PAGE 0624, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME (THE "COMMUNITY DECLARATION").
    - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ADELAIDE DISTRICT PROPERTY RECORDED DECEMBER 14, 2015, IN OFFICIAL RECORDS BOOK 7511, PAGE 1644, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME (THE "DISTRICT DECLARATION").
    - NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2008, AS RECORDED IN OFFICIAL RECORDS BOOK 3683, PAGE 2028, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 3681, PAGE 1354, 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 3679, PAGE 1970, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
  - ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, SAID CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES MAY NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A PROVIDER OF CABLE TELEVISION SERVICES DAMAGES THE FACILITIES OF AN ELECTRIC TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SAID PROVIDER OF CABLE TELEVISION SERVICES SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES. THIS SECTION SHALL NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. ALL CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
  - ALL PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
  - DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
  - THE RIGHT-OF-WAY FOR UPPER FLORIDA HIGHWAY HEREON DESCRIBED AS TRACT 22, SHALL BE PRIVATELY OWNED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.
  - A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY, CITY OF COCOA, AND PRIVATE AND PUBLIC UTILITY COMPANIES OVER, UNDER AND ACROSS TRACT 22 FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND IMPROVEMENT OF UTILITIES AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH.
  - A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE VIERA STEWARDSHIP DISTRICT AND ITS DESIGNEES OVER AND ACROSS TRACT 22 AND THE PRIVATE STREET IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION WITH (i) THE CONSTRUCTION, INSTALLATION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS AND (ii) THE OPERATION, MAINTENANCE, ENHANCEMENT AND INSPECTION OF CONSERVATION, MITIGATION AND OTHER ENVIRONMENTAL AREAS.
  - THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH THE STREET RIGHT-OF-WAYS A 10 FOOT PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), A 6 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (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., SOUTHERN BELL, AND C/ OF VIERA L.P. A CABLE TELEVISION AND TELECOMMUNICATION SERVICE.
  - THERE IS HEREBY DEDICATED OVER AND ACROSS ALL LOTS CONTIGUOUS WITH EACH SIDE LOT LINE A 6 FOOT WIDE PRIVATE DRAINAGE EASEMENT (UNLESS OTHERWISE NOTED), WHICH EASEMENT IS GRANTED TO ADELAIDE DISTRICT ASSOCIATION, INC. FOR THE INSTALLATION, OPERATION, REPAIR, CONSTRUCTION AND MAINTENANCE OF LOCAL DRAINAGE FACILITIES PURSUANT TO THE DISTRICT DECLARATION (AS DEFINED HEREIN), SUCH AS SWALES, DRAINS AND PIPES INSTALLED WITHIN A LOT TO EXCLUSIVELY DRAIN SUCH LOT AND/OR ADJOINING LOTS OR PORTIONS THEREOF AND CONVEY SUCH STORM WATER DRAINAGE TO THE "VSD DRAINAGE SYSTEM" (AS DESCRIBED IN THE DISTRICT DECLARATION) OPERATED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT.
  - SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY HAS BEEN PREVIOUSLY INSTALLED ON THE EASEMENT. WHEN TWO OR MORE LOTS OR PARTS OF LOTS ARE CONSOLIDATED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS DESCRIBED SHALL BE LOCATED ONLY ALONG AND ADJACENT TO THE SIDE BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
  - PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO CENTRAL VIERA COMMUNITY ASSOCIATION, INC. OVER AND ACROSS TRACT 22 AND THE PRIVATE STREET IMPROVEMENTS LOCATED THEREON FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION WITH OFFICIAL BUSINESS PERFORMED IN ACCORDANCE WITH THE COMMUNITY DECLARATION (AS DEFINED HEREIN).
  - ADELAIDE DISTRICT ASSOCIATION, INC. IS HEREBY GRANTED THE RIGHT TO DISCHARGE AND CONVEY DRAINAGE FROM THE PRIVATE STREET RIGHT-OF-WAY AND THROUGHOUT THE DRAINAGE TO THE VIERA STEWARDSHIP DISTRICT AND THE DRAINAGE FACILITIES LOCATED THEREIN. PROVIDED, HOWEVER, TO THE EXTENT THAT THE DRAINAGE STRUCTURES AND PIPES RECEIVING SUCH ROAD AND STREET DRAINAGE ARE LOCATED WITHIN TRACT 22, SUCH STRUCTURES AND PIPES SHALL BE MAINTAINED AND REPAIRED BY ADELAIDE DISTRICT ASSOCIATION, INC.

- ALL DRAINAGE EASEMENTS 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 EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ADELAIDE DISTRICT ASSOCIATION, INC. OR THE VIERA STEWARDSHIP DISTRICT AS EXPRESSLY DESCRIBED ON THIS PLAT OR IN OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- LOTS AND TRACTS ABUTTING EXISTING STORM WATER LAKES, FLOW WAYS AND WETLANDS; OR ABUTTING ANY SUCH FACILITIES HEREAFTER CONSTRUCTED WITHIN THE LAND PLATTED HEREUNDER, SHALL NOT HAVE RIPIARIAN RIGHTS WITH RESPECT TO ANY SUCH DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR AQUATIC LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
- NOTWITHSTANDING THE VIERA STEWARDSHIP DISTRICT'S RESPONSIBILITY TO OPERATE AND MAINTAIN THE "VSD DRAINAGE SYSTEM" AS DESCRIBED IN THE DISTRICT DECLARATION, THE FOLLOWING DRAINAGE FACILITIES SHALL BE OPERATED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC.: (i) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, SUCH AS INLETS, CATCH BASINS AND PIPING, INSTALLED TO EXCLUSIVELY DRAIN TRACT 22 AND THE PRIVATE STREET IMPROVEMENTS LOCATED THEREON; (ii) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS INSTALLED TO EXCLUSIVELY DRAIN ADJACENT AREAS; (iii) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS INSTALLED TO EXCLUSIVELY DRAIN ADJACENT AREAS; (iv) AUTHORIZED DRAINAGE STRUCTURES AND SUCH LOT OR TRACT AND/OR ADJOINING LOTS OR TRACTS.
- IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPAIR SHOWN ON THIS PLAT, 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.
- FOR LONGER DEDICATION, SEE OFFICIAL RECORDS BOOK \_\_\_\_\_ PS \_\_\_\_\_ PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

#### DESCRIPTION OF ADELAIDE PHASE 6B

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF UPPER FLORIDA WAY (A 50 FOOT WIDE PRIVATE RIGHT-OF-WAY) ACCORDING TO THE PLAT OF ADELAIDE PHASE 6A, AS RECORDED IN PLAT BOOK 71, PAGE 59, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND RUN ALONG THE SOUTHERLY BOUNDARY OF SAID ADELAIDE PHASE 6A THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE N89°27'58"E, A DISTANCE OF 50.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 04°53'59", A CHORD BEARING OF N01°45'05"E, AND A CHORD LENGTH OF 84.10 FEET); A DISTANCE OF 84.12 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; 3) THENCE S89°30'17"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 200.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT AND A POINT ON THE WEST BOUNDARY LINE OF ADELAIDE PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 12, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND RUN ALONG SAID WEST BOUNDARY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°53'59", A CHORD BEARING OF S01°54'59"W, AND A CHORD LENGTH OF 47.01 FEET); A DISTANCE OF 47.02 FEET, TO THE END OF SAID CURVE; 2) THENCE S89°30'17"E, A DISTANCE OF 407.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 32°45'59", A CHORD BEARING OF S16°52'00"W, AND A CHORD LENGTH OF 28.31 FEET); A DISTANCE OF 28.35 FEET TO A POINT OF COMPOUND CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°20'37", A CHORD BEARING OF S42°32'59"E, AND A CHORD LENGTH OF 170.52 FEET); A DISTANCE OF 177.59 FEET TO A POINT OF COMPOUND CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 43°42'48", A CHORD BEARING OF S73°32'47"E, AND A CHORD LENGTH OF 83.07 FEET); A DISTANCE OF 85.37 FEET TO A POINT OF REVERSE CURVATURE; 6) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 71°35'28", A CHORD BEARING OF S42°32'59"E, AND A CHORD LENGTH OF 332.40 FEET); A DISTANCE OF 332.40 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST AND A POINT ON THE BOUNDARY OF TRACT A6, ADELAIDE PHASE 6, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 65, PAGE 53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT A6 AND CONTINUING ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 78°17'15", A CHORD BEARING OF S13°32'00"W, AND A CHORD LENGTH OF 358.65 FEET); A DISTANCE OF 358.65 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST AND A POINT ON THE BOUNDARY OF TRACT A6, ADELAIDE PHASE 6, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 65, PAGE 53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT A6 THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE N55°37'54"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 180.00 FEET, TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 101°47'51", A CHORD BEARING OF N14°45'09"W, AND A CHORD LENGTH OF 138.13 FEET); A DISTANCE OF 138.13 FEET, TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 141.00 FEET, A CENTRAL ANGLE OF 39°42'47", A CHORD BEARING OF N41°13'50"W, AND A CHORD LENGTH OF 84.47 FEET); A DISTANCE OF 85.27 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 29°41'57", A CHORD BEARING OF N47°52'47"W, AND A CHORD LENGTH OF 403.96 FEET); A DISTANCE OF 403.97 FEET TO A POINT OF COMPOUND CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 32°45'59", A CHORD BEARING OF N16°52'00"W, AND A CHORD LENGTH OF 189.23 FEET); A DISTANCE OF 171.34 FEET, TO THE END OF SAID CURVE; 6) THENCE N00°32'02"W, A DISTANCE OF 407.35 FEET TO THE POINT OF BEGINNING, CONTAINING 1.28 ACRES, MORE OR LESS.

USE OF TRACT TABLE					
TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY		
TRACT 22	1.77 AC	INGRESS/EGRESS ACCESS, UTILITIES & DRAINAGE	ADELAIDE DISTRICT 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 ADJUSTED IN 1999 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROGRAM 3 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	PID	NORTHING	E METERS	EASTING	E METERS	N LATITUDE	W LONGITUDE	COMBINED SCALE FACTOR	COMBINED ANGLE
DURAN A2 MK II	A07824	1,428,239.224	424,746.577	728,633.411	225,227.254	28°14'28.1889"	089°42'43.4205"	0.99994360	(1)2°27' 32.3"
BREVARD GPS 1086	A07824	1,422,940.468	431,082.942	740,880.053	225,759.744	28°14'51.8126"	089°44'14.8918"	0.99994360	(1)2°27' 27.3"
1.85 T3464	A02346	1,416,423.318	431,735.530	740,854.034	227,641.565	28°14'36.1226"	089°43'06.1244"	0.99995250	(1)2°27' 58.6"

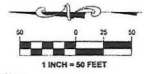
THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP, A PROJECT SCALE FACTOR OF 0.99996504 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPOSITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE DISCREPANCIES BETWEEN THE PLAT AND THE RECORDS OF THIS COUNTY.



# **ADELAIDE PHASE 6B** **SECTION 29, TOWNSHIP 25 SOUTH, RANGE 36 EAST** **BREVARD COUNTY, FLORIDA**

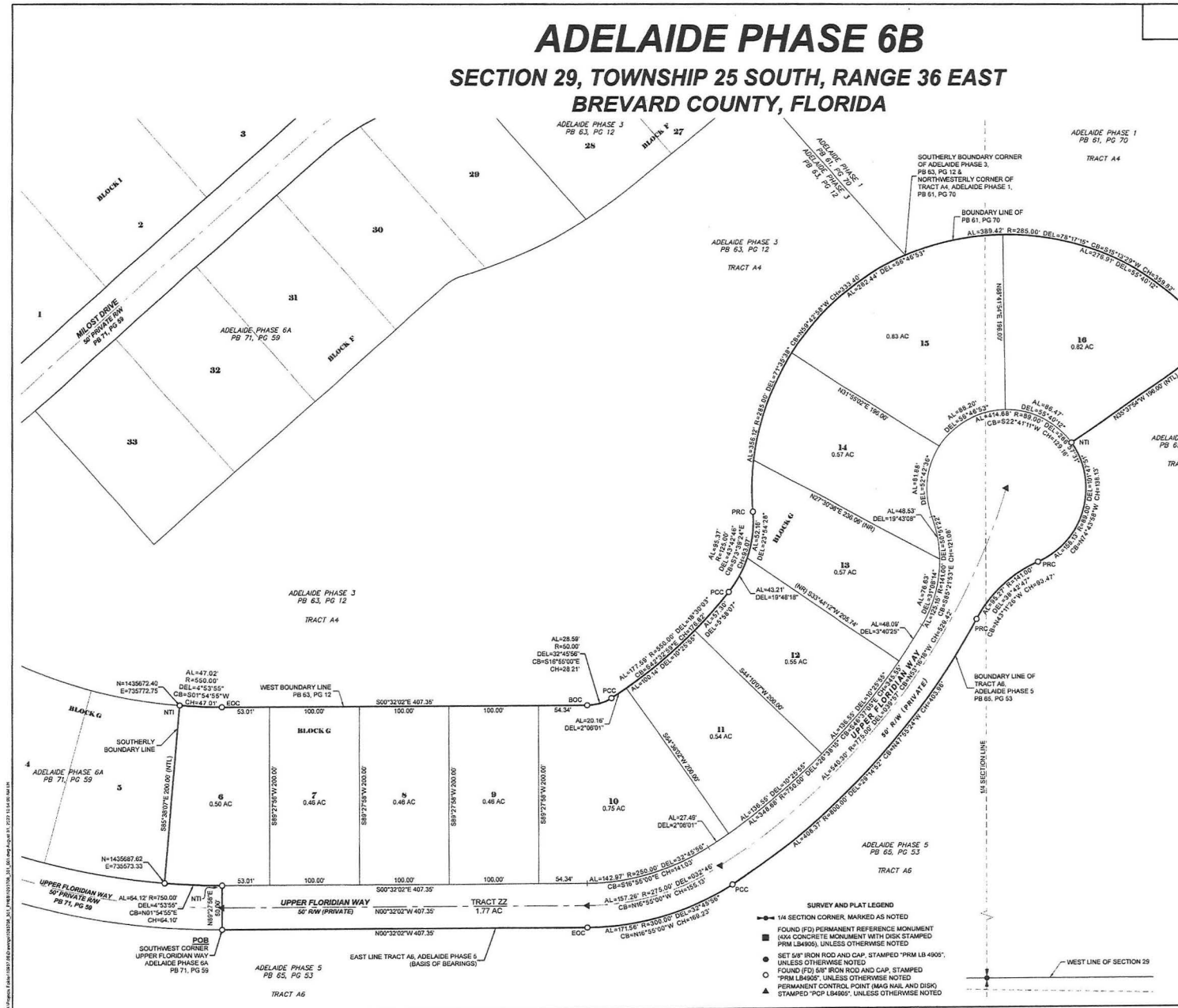
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 SHEET 2 OF 2  
 SECTION 29, TOWNSHIP 25 SOUTH, RANGE 36 EAST



- ABBREVIATIONS**
- \* MINUTES/FEET
  - \* SECONDS/INCHES
  - \* DEGREES
  - (NR) NOT RADIAL
  - AC ACRES
  - AL ARC LENGTH
  - BOC BEGINNING OF CURVE
  - CB CHORD BEARING
  - CH CHORD LENGTH
  - CM CONCRETE MONUMENT
  - EOC END OF CURVE
  - DEL DELTA/ANGLE
  - E EAST
  - EL ELEVATION
  - ESMT EASEMENT
  - FD FOUND
  - FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
  - FT FOOT/FEET
  - FPAL FLORIDA POWER & LIGHT
  - IRC IRON ROD AND CAP
  - LB LICENSED BUSINESS
  - N NORTH
  - NTI NON-TANGENT INTERSECTION
  - NTL NON-TANGENT LINE
  - NTS NOT TO SCALE
  - OR/ORB OFFICIAL RECORDS BOOK
  - PB PLAT BOOK
  - PCC POINT OF COMPOUND CURVATURE
  - PCP PERMANENT CONTROL POINT
  - PKD PARKER-KALON MAIL AND DISK
  - PDE PRIVATE DRAINAGE EASEMENT
  - PGS (PAGE(S))
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PRC POINT OF REVERSE CURVE
  - P.U.D. PLANNED UNIT DEVELOPMENT
  - P.U.E. PUBLIC UTILITY EASEMENT
  - R RADII
  - RW RIGHT-OF-WAY
  - S SOUTH
  - W WEST

- SURVEY AND PLAT LEGEND**
- 1/4 SECTION CORNER, MARKED AS NOTED
  - FOUND (FD) PERMANENT REFERENCE MONUMENT
  - XXX CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4900", UNLESS OTHERWISE NOTED
  - SET 5/8" IRON ROD AND CAP, STAMPED "PRM LB 4900", UNLESS OTHERWISE NOTED
  - FOUND (FD) 5/8" IRON ROD AND CAP, STAMPED "PRM LB4900", UNLESS OTHERWISE NOTED
  - PERMANENT CONTROL POINT (PMG MAIL AND DISK)
  - STAMPED "PCP LB4900", UNLESS OTHERWISE NOTED

THIS PLAT PREPARED BY  
**B.S.E. CONSULTANTS, INC.**  
 CONSULTING ENGINEERS AND SURVEYORS  
 1110 N.W. 10TH AVENUE, SUITE 200, FORT LAUDERDALE, FL 33304  
 DATE: 07/10/2013  
 DRAWN: J. BAKER  
 CHECKED: L. BAKER  
 PROJECT: 13-001



# Location Map



Buffer Boundary in Dark Orange

Subject Property in Orange

## General County Information Layers

 County Boundary

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 herein.

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

