Subdivision No.

21SD00003 / ƏIFmotol 9 Project Name_ Village 2 Neighborhood 8, Phase 1

Subdivision Infrastructure Contract

THIS CONTRACT entered into this <u>25</u>th day of <u>January</u> 20<u>22</u>, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and <u>Pulte Home Company, LLC</u>, 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 21SD00003/21Fmoco19. 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 nondefective 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."

- 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 <u>\$1,886,861.15</u>. 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.

Revised 12/03/2014

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA Kristine Zonka, Chair

As approved by the Board on: <u>Jan. 25</u>, , 20<u>22</u>.

WITNESSES:

PRINCIPAL:

19/2021

Aaron Struckmeyer, P.E., Land Planning and Entitlements Manager

Alexandra Casho

State of: Florida

County of: UVange

My commission expires:

SEAL

Commission Number:

ALEXANDRA V. CASTRO MY COMMISSION # HH 035459 EXPIRES: August 24, 2024 Bonded Thru Notary Public Underwriters

Notary Public

Notary Name printed, typed or stamped

Revised 12/03/2014

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>Pulte Home Company, LLC</u>, hereinafter referred to as "Owner" and, <u>Hartford Fire Insurance Company</u>, 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 \$1,886,861.15, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

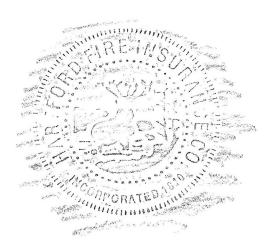
WHEREAS, Owner has entered into a contract with the County dated the 25^{th} day of January _____, 20 32, which contract is made a part hereof by reference.

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 <u>April 29</u>, 2024, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

EXECUTED this 1st day of December , 20 21



OWNER Pulte Home Company, LLC

Greater Street, Assistant Treasurer

1 al Jeremy Polk, Attornevin-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC Agency Code: 59-300168

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🖾, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.





Kathleen T. Maynard

M. Ross Fisher, Senior Vice President

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

L the undersigned, Assistant Vice President 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 is still in full force effective as of December 1st, 2021 Signed and sealed at the City of Hartford.



ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on December 1, 2021, appeared Gregory S. Rives, Assistant Treasurer, of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

Shirley E. Hutchins Notary Public State of Georgia My Commission Expires: March 18, 2022 SHIRLEY E HUTCHINS Notary Public – State of Georgia Fulton County My Commission Expires Mar 18, 2022

SIEMOODIA

DEL WEBB AT VIERA - PHASE 1 SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PLAT NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF \$48'00'45'E ON THE WESTERLY LINE OF STADIUM PARKWAY EXTENSION-SEGMENT E AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA 2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.091(8) & 177.091(9)

- 3. BREVARD COUNTY VERTICAL CONTROL GGB72 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- 4. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- 5. BREVARD COUNTY MANDATORY PLAT NOTES:

A. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTEMANCE.

THAT IS OUT OF A MANUAL AND A STATE AND A THE PLAT CONSENTS TO THE APOSITION OF A MANUAL SERVICE EXHIPTI UNIT P A STATE AND A STATE ASSOCIATION TO MANTAIN INCOMENT THE COMMON AREA AND A STATE ASSOCIATION TO MANTAIN INCOMENT THE COMMON AREA AND A STATE ASSOCIATION TO MANTAIN INCOMENT THE COMMON AREA AND A STATE AND A STATE AND A STATE AND A STATE ASSOCIATION TO MANTAIN INCOMENT AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE ASSOCIATION AND A STATE AND A C. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.

ANALY ALL VIEW USED SERVER PROVED THAT SUCH ASSESSMENTS PARLANS BE EASEMENTS FOR THE CONSTRUCTION E. TALL PARTER USED SERVER PROVED THAT SUCH ASSESSMENTS PARLANS BE EASEMENTS FOR THE CONSTRUCTION MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS WITH THE FACILITIES AND DERVISES OF AN ELECTRIC TELEPROVER, SAG SOFTERS FUEL CUTTURY. If a REVENT ACARLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PARE (TELETION, MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS WITH THE FACILITIES AND DERVISES OF AN ELECTRIC. TELEPROVE, SAG SOFTERS FUEL CUTTURY. If a REVENT ACARLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PARE (TELETION, MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS WITH THE FACILITIES OF A PARE (TELETION, MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS WITH THE FACILITIES OF A PARE (TELETION, MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS WITH THE FACILITIES OF A PARE (TELETION, MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS. MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL INTERFERS THE FACILITIES OF A PARE (TELEVISION SERVICES) MARTENANCE. AND OFERATION OF CARLE TELEVISION SERVICES MALL SERVICES OF AND SERVICES MALL AND MARTENANCE. AND OFERATION SERVICES MALL SERVICES COMMISSION.

7. THERE IS HERE IN DECIDENTED OVER AND ADDRESS THE FRONT OF ALL TABLESS AND TRACES, AULTING AND COMPOSITED WITH THE STREET ARCHTS OWN AT AN PUBLIC UTLINE ASSEMBLY ADDRESS OF BERNORMENTED. IN DISTANCE TRACES, AULTING AND COMPOSITED WITH THE STREET ARCHTS COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA FOWER & LIGHT CO. BELISOUTH TELECOMMUNICATIONE ALL AND OV OF VERA LLP, A CARLE TELEVISION AND TELECOMMUNICATIONS ESTINCE FOR OVER BL.

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9. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE. 10. THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:

A. DECLARATION OF CONSMITS, CONDITIONS, EXEMENTS, RESERVATIONS AND RESTRICTIONS FOR CELTRAL VERA COMMANY RESOLUCED ON LAY 25, 1949 IN OFFICIAL RECORDS BOOK 004, RPAGE 64, A SAMENDED, MODERNA DAS UPPERMENTED FROM TIME TO THE INCLUMENCE, BUT HOT LANTED TO, DY TIAN'T CERTIAN BUPF, IMMETRAL DECLARATION AND POLITIESTINI AMERIKAN'T TO THE DECLARATION RECORDED IN OFFICIAL RECORDED IN OFFICIAL RECORDS BOOK 006, PAGE 144, A LINE TO THE DECLARATION RECORDED IN OFFICIAL RECORDED IN OFFICIAL RECORDS BOOK 006, PAGE 144, IN THE PUBLIC RECORDS OF REPARADE CONTYT, CERTIAN RECORDED IN OFFICIAL RECORDS BOOK 006, PAGE 144, A LINE THE PUBLIC RECORDS OF REPARADE CONTYT, CERTIAN, DECORDED IN OFFICIAL RECORDED IN OFFICIAL RECORDS BOOK 006, PAGE 144, A LINE THE PUBLIC RECORDS OF REPARADE CONTYT, CERTIAN, DECORDS IN OFFICIAL RECORDS DECIDENT.

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C. DEVELOPMENT EASEMENTS AGREEMENT BY AND AMONG PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, THE VIERA COMPANY, A FLORIDA COMPORATION AND VIERA STEWAROSHIP DISTRICT, A SPECIAL FURPOSE LIMIT OF LOCAL GOVERNMENT CREATED PURSUANT TO CHAPTER 18, FLORIDA STATUTES. RECORDED IN OFFICIAL RECORDES SOCIAS 270, APROE 321, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

D. STORMWATER DRAIMAGE EASEMENT AGREEMENT BY AND BETWEEN THE VIERA COMPANY, A FLORIDA CORPORATION AND PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 3270, PAGE 446, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

OTHER RECORDED INFORMATION REGARDING SAID PROPERTY INCLUDES THE FOLLOWING INSTRUMENTS:

E ADREEMENT CONTINUE VITUE SERVICE EETWEEN HET VERK COMPANY ALS THE CITY OF DOCUM. HORDAL MED AUGUST 28, 198, AS E ADREEMENT CONTINUE VITUE SERVICE EETWEEN HET VERK COMPANY ALS THE CITY OF DOCUM. HORDAL MED AUGUST 28, 198, AS E CERTAN SECOND AMENNEMENT TO ARREEMENT DATION MY 27, 199 AS RECORDED IN OFFICIAL RECORDE DOCUMENT AUGUST 28, 2017 IN OFFICIAL RECORD AMENNEMENT TO ARREEMENT DATION MY 27, 199 AS RECORDED IN OFFICIAL RECORDED AUGUST 28, 1997 AS IN OFFICIAL RECORD AMENNEMENT TO ARREEMENT DATION MY 27, 199 AS RECORDED IN OFFICIAL RECORDED AUGUST 28, 2017 IN OFFICIAL RECORD AMENNEMENT TO ARREEMENT DATION MY 27, 199 AS RECORDED IN OFFICIAL RECORDED AUGUST 28, 2017 IN OFFICIAL RECORD AMENNEMENT TO ARREEMENT DATION OF THE DATION OF 1997 AND RECORD AMENNEMENT TO ARREEMENT RECORDED IN OFFICIAL RECORDED AUGUST 28, 2017 IN OFFICIAL RECORDS OF BENVERAND COUNTY, FORGEN.

G. DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 8879, PAGE 1970, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,

H. RIGHT OF FIRST OFFER AGREEMENT BY AND BETWEEN PUBLIX SUPER MARKETS, INC., A FLORIDA CORPORATION AND THE VIERA COMPANY, A FLORIDA CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 6897, PAGE 187, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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 (NADR3/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARX 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE INETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTEC SOLUTIONS VERSION 2.7 THE STATIONS SHOWN BELOW WREF HELD FRED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE
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BREVARD GPS 1090	AK7524	1,422,840.468	433,682.642	740,680.093	225,759.744	28"14'51.61826"	080"44"14.98184"	0.99994936	(+)0*07 27.3*
1 95 73A64	AK2845	1,416,452.318	431,735.530	746,854.0344	227,641.565	28'13'48.22765"	080*43'06.11244"	0.99995250	(+)0*07 59.6*

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NOTCE: 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 RESTRUCTIONS THAT ARE NOT RECORDED ON THIS PLAT. THAT MAY BE FOUND IN THE URBLIC RECORDS OF THIS COUNTY

AMENDED AND RESTATED DEVELOPMENT ORDER VIERA DEVELOPMENT OF REGIONAL IMPACT, AS APPROVED BY THAT CERTAIN RESOLUTION 19-134 ADOPTED BY THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS ON AUGUST 20, 2019 AND AS EVDIDATED BY NOTICE OF MODIFICATION OF A DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK S45, PAGE 418, PUBLIC RECORDS OF BREVARD COUNTY,

1. WERA STEMADORP DISTRET HOTCE OF SPECIAL ASSESSMENTSCONSTRANTIAL LES OF RECORD ECCORED IN FFICIAL RECORDS BOOK SPA FORGE 1773 AND TOEFIERS WITH THE VERA STEWARDSDE DESTRETAT ARBENES AND RESTATED ANDERED ES OFECUAL ASSESSMENTSCONSTRAIETAL LEN OF RECORD RECORDE IN OFFICIAL RECORDS BOOK BO1 PAGE 58 ALL OF THE PUBLIC RECORDS OF BEVAND COUNTY, LOBINA.

RESTRICTIVE COVENANTS, REASSIGNMENT/REVERTER AND OTHER MATTERS AS SET FORTH AND CONTAINED IN THAT CERTAIN SPECIAL RRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK \$270, PAGE 252, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

GENERAL ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS, AND APPROVALS BY AND BETWEEN THE VIERA COMPANY, A FLORIDA. PORATION AND PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 3270, PAGE 262, LO RECORDS OF BREVARD CONTY FLORIDA.

MEMORANDUM OF AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 9270, PAGE 313, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. M. N. AGREEMENT BY AND BETWEEN THE VIERA STEWARDSHIP DISTRICT AND PULTE HOME COMPANY, LLC. REGARDING THE TRUE-UP AND PAYMENT OF VILLAGE 2 MASTER IMPROVEMENT ASSESSMENTS RECORDED NOVEMBER 22, 2021 IN OFFICIAL RECORDS BOOK 9334, PAGE 1374, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

0. DECLARATION OF CONSENT TO JURISDICTION OF THE VIERA STEWARDSHIP DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS (MILLAGE 2) RECORDED IN OFFICIAL RECORDS BOOK \$334, PAGE 1424, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

11. THE FOLLOWING NON-EXCLUSIVE EASEMENTS ARE HEREBY GRANTED TO THE VIERA STEWARDSHIP DISTRICT:

A REREFULAL INDERCIDURE EXEMENT ONES AND ACROSS TRACT 22 AND THE RIVART STREET IMPROVEMENTS JOOJTED THEORY OF PROPOSE OF VEHICULAR AND PRESENTAIN ONESS AND EXERSIS IN CONSECUTION WITH ()) THE CONSTRUCTION, INSTALLION, REPAR CONSTRUCTION, USE, MARTENANCE, MARQVENENT AND INSECTION OF STREET LIQUITING, ISTORIAVITES MANAGEMENT FACATIES AND REPORTED OF VEHICULAR AND PRESENTATION, MARTENANCE, ELINOCEMENTA AND RESECTION OF SUBJECTION OF CONSERVATION, MINITATION AND THE REPORTED OF VEHICULAR DISCUSSION OF THE REPORT OF THE DISCUSSION AND RESECTION OF SUBJECTION OF CONSERVATION, MINITATION AND THE REPORTED AL REPORT OF THE REPORT OF THE DISCUSSION AND RESECTION OF CONSERVATION AND THE DISCUSSION OF THE REPORT OF THE DISCUSSION AND THE DISCUSSION THE DISCUSS

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THE 15 PUBLIC WATER MAIN EASEMENT THROUGH TRACT 5 AS SHOWN ON SHEETS 3 AND 5 OF THIS PLAT IS GRANTED TO THE CITY OF COCCU THE MAINTENANCE, REPAIR AND OPERATION OF WATER MAIN IMPROVEMENTS, TOGETHER WITH VEHICULAR AND PEDESTRIAN ACCESS IN INCECTION THEREWITH.

15. THE PLANTING OF ANY TREE OR OTHER LANDSCAPING, OTHER THAN SOD, WITHIN THE LIMITS OF ANY PRIVATE DRAINAGE EASEMENT (DE) SHOWN OR GRANTED HEREON IS PROHIBITED UNLESS APPROVED BY THE OWN NEICHBORHOOD ASSOCIATION, INC. WITH RESPECT TO SUBE LOT UNE DRAINAGE EASEMENTS, AND APPROVED BY THE VIEWS STEWARDSHIP DISTICIT WITH RESPECT TO ALL DRAINAGE EASEMENTS GRANTED TO IT.

THE LOTS AD TRUCTS AUTTING ANY DOSTING FORM WITEL LAKE AND TRUCT, INCLUDING WITHOUT LIMITATION TRUCTS & C AND D BHOWN, INC I MAR BRANKING REAL AND TRUCTS AND REAL AND TRUCT INCLUDING WITHOUT LIMITATION TRUCTS & C AND D BHOWN, NOT MAR BRANKING REAL AND REAL AND REAL AND REAL AND REAL AND REAL REAL AND REAL AN

T-MILLED MOREL DIMINESTING LINES OF AUXIAILS LANGUAGE FEATURES WHICH INVESTIGATES AND MULTINES AND AUXILIES OF THE CONSTRUCTED WITHIN THE LUNGS FAUTED HERMICHER AS DESCRIBED IN THE FORECONS NOTES. THE FOLLOWING FAULTIES OF THE CONSTRUCTED WITHIN THE LUNGS FAUTED HERMICHER AS DESCRIBED IN THE FORECONS NOTES. THE FOLLOWING FAULTIES OF THE DISORDEDIFICIO DIMINESTISTE LINES AND AUXILIES OF THE AUXILIES OF THE DISORDEDIFICIO DIMINESTISTE DISORDED AND AUXILIES OF THE FOLLOWING FAULTIES OF THE RELATED TRACES OF PORTED AND MULTINGED FOR WITHOUT DISORDED AND AUXILIES OF THE RELATED TRACES OF PORTED AND MULTINGED FOR WITHOUT DISORDED AND AUXILIES OF THE AUXILIES OF THE RELATED TRACES OF PORTED AND MULTINGED FOR WITHOUT DISORDED AND AUXILIES OF THE AUXILIES AND RELATED TRACES DISORTED AS SWALES, DAVIES, MARKING HER INTEGRATION (INC. AND MULTINORIZED DAVIANCE STRUCTURES AND RELATED TRACES DUCTIONS AS SWALES, DAVIES, MARKING PORTED AND AUXILIES WITH TRACTS OR SIDE LIT LINE DRAMAGE EXTRUCTURES AND RELATED TRACES DUCTIONS AS SWALES, DAVIES, MARKING PORTED AND AUXILIES OF THE SANDARDED TO AUXILISMON THAT AND AUXILIANS AND RELATED TRACES DUCTIONS AS SWALES, DAVIES, MARKING PORTED AND AUXILIANS AND AUXILI

TRACT 22 AND THE PRIVATE ROAD IMPROVEMENTS LOCATED THEREON SHALL BE PRIVATELY OWNED AND MAINTAINED BY DWN HEIGHBORHOOD ASSOCIATION INC. IS REFERD GAMITED THE RIGHT TO DISCHARGE AND PRICE THE RIGHT TO DISCHARGE AND PRICE THE RIGHT TO DISCHARGE AND PRICE THE RIGHT TO DISCHARGE GAMITED THE RIGHT TO DISCHARGE AND PRICE THE RIGHT OF DISCHARGE AND PRICE TO RIGHT OF DISCHARGE AND PRICE TO RIGHT OF DISCHARGE AND PRICE THE RIGHT OF DISCHARGE AND PRICE TO RIGHT OF DISCHARGE AND PRICE THE RIGHT OF DISCHARGE AND PRICE TO RIGHT OF DISCHARGE AND PRICE THE RIGHT OF DISCHARGE AND PRICE RI DRAINAGE S SHALL BE MA

19. A 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 EQUESS IN CONNECTION WITH OFFICIAL BUSINESS PERFORMED IN ACCORDANCE WITH THE CENTRAL VERA COMMUNITY DECLARATION REFERENCED HEREIN.

20. TRACTS A1, B1, H1, H2, I3, R, AND Z ARE RESERVED FOR LANDSCAPING, PRIVATE UTILITIES, PRIVATE DRAINAGE, SIGNAGE, IRRIGATION AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY DWV NEIGHBORHOOD ASSOCIATION, INC.

21. TRACTS B, C AND D ARE FOR VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION AND RELATED FACILITIES AND SHALL BE OWNED AND MAINTAINED BY DWW NEIGHBORHOOD ASSOCIATION INC.

22. TRACT S IS RESERVED FOR LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY DWV

23. IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC MARROVEMENT 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 SEQUECIATIONS.

24. ALL PRIVATE DRAINAGE EASEMENTS SHOWN HEREIN SHALL ALSO BE EASEMENTS FOR INGRESS AND EGRESS ASSOCIATED WITH MAINTENANCE OF THE ADJACENT STORMWATER TRACTS

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 .
 - P.S.F. PUBLIC SIDEWALK FASEMENT PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905 UNLESS OTHERWISE NOTED P.U.D. PLANNED UNIT DEVELOPMENT P.U.E. PUBLIC UTILITY EASEMEN
 - SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED •
 - P.U.E. PUBLIC UTILITY EASEMENT R RADIUS RW RIGHT-OF-WAY TYP TYPICAL VSD VIERA STEWARDSHIP DISTRICT FD 5/8* IRON ROD AND CAP STAMPED "PRM 0
 - THIS PLAT PREPARED BY - THIS PLAT PREPARED BY -

SEE SHEET 2 FOR DESCRIPTION AND TRACT TABLE

Print Name: Amy Steiger STATE OF FLORIDA COUNTY OF BREVARD

The breaking naturent was acknowledged before me by means of <u>k</u> physical properties for the <u>heat hash by</u> physical properties that the <u>heat hash by</u> physical physica

KIMBERLY CLAYTON Notary Public-State of Florida Commission # HH 200883 My Commission Express November 21, 2028

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

PLAT BOOK ____, PAGE __

SECTIONS 20 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST DEDICATION KNOW ALL MEN BY THESE PRESENTS, Putte Home Company, LLC, a Michigan Limited Lability Company, being the owner in fee simple of the lande described in

DEL WEBB AT VIERA - PHASE 1 Hereby decicates said ands and plat for the uses and purposes therein expressed in the plat notes and hereby dedicates to Brward County a parpetul assement over and across the right-of-way of all private streets shown hereon (hereon shown as Tract "27") for ingress and egress for public service, law enforcement, maintenance, repair,

tor rightes and agrees for public service, hav enforcement, manteaurous, repair, mitilation and agreement on utilities and emergency vertices and hereby decides to the Cay of Occus a perpetual assement over and across. Trait "22" for access and public, I being the intention of the undersigned that all other assements and incide shows here the estimation of the undersigned that all other assements and incide shows here to be owned and manufamed privately or by the Vera Stewardship Datert and describe here on the date that the owned and the owned and incide theme here to be owned and manufamed privately or by the Vera Stewardship Datert as described here on and that Brewerd County and the public have no right or interest

SHEET 1 OF 5

WICKHAM ROAD

PINEDA BLVD

2-MILE CANAL R.

2-MILE CANAL

DEGREES

AL ARC LENGTH BOC BEGINNING OF CURVE CB CHORD BEARING CH CHORD LENGTH

EOC END OF CURVE

EX EXISTING

N NORTH

NR NON-RADIA

AC ACRES

ABBREVIATIONS MINUTES/FEET SECONDS/INCHES

CH CHORD LENGTH CM CONCRETE MONUMENT DE PRIVATE DRAINAGE EASEMENT DEL CENTRAL/DELTA ANGLE E EAST

FBRL FRONT BUILDING RESTRICTION LINE FD FOUND FT FOOT/FEET

NR NON-RADUL NTS NOT TO SCALE NTI NON-TANGENT INTERSECTION NTL NON-TANGENT INTE OR/ORB OFFICIAL RECORDS BOOK PB PLAT BOOK PCC POINT OF COMPOUND CURVATURE CONTO FORMOUND CONTACT

PCP PERMANENT CONTROL POINT PCT PREFERRED COVER TYPE PKD PARKER-KALEN NAIL AND DISK PG(S) PAGE(S)

POB POINT OF BEGINNING POC POINT OF COMMENCEMENT

PRC POINT OF REVERSE CURVATURE

ATES

PINEDA

SHEET 4







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 #2-2841(cit) as merceded.

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

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners her accepts all public utility easements and ingreas/egress easements for emergency vehicles dedicated for public use on this plat.

Kristine Zonka, Chair

ATTEST

Clerk of the Board

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

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

Kristine Zonka, Chair

Clerk of the Board

ATTEST

CERTIFICATE OF CLERK

HEREBY CERTIFY, That I have examined the foregoing plat and find that it complet in form with all the requirements of Chapter 177, part 1 Flonda Statutes, and was filed

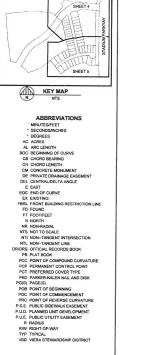
- ATTEST

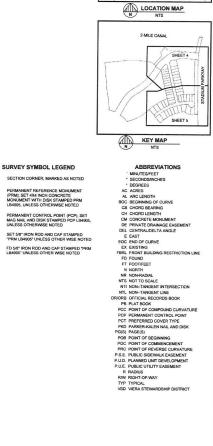
Clerk of the Circuit Court in and for Brevard County, Fla.

DEL WEBB AT VIERA - PHASE 1 SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH. RANGE 36 EAST BREVARD COUNTY, FLORIDA

DESCRIPTION OF DEL WEBB AT VIERA - PHASE 1 A PARCEL OF LAND IN SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY

TRACT AREA SUMMARY TABLE							
TRACT	AREA (ACRES)	TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY				
TRACT A1	0.31	LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT B	3.77	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT B1	0.05	LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT C	10.58	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT D	7.13	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT H1	0.16	LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT H2	0.06	LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT 13	0.74	LANDSCAPING, IRRIGATION, SIGNAGE AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT R	0.37	LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT S	1.22	LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				
TRACT ZZ	4.06	INGRESS/EGRESS, SIGNAGE, PUBLIC & PRIVATE UTILITIES, STORMWATER DRAINAGE AND RELATED IMPROVEMENTS	DWV NEIGHBORHOOD ASSOCIATION, INC				





THIS PLAT PREPARED BY B.S.E. CONSULTANTS, INC.

ERING - LAND SURVITYING

CONSULTING DATE:

DRAWING# 11568_301_00

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PLAT BOOK ____, PAGE

SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

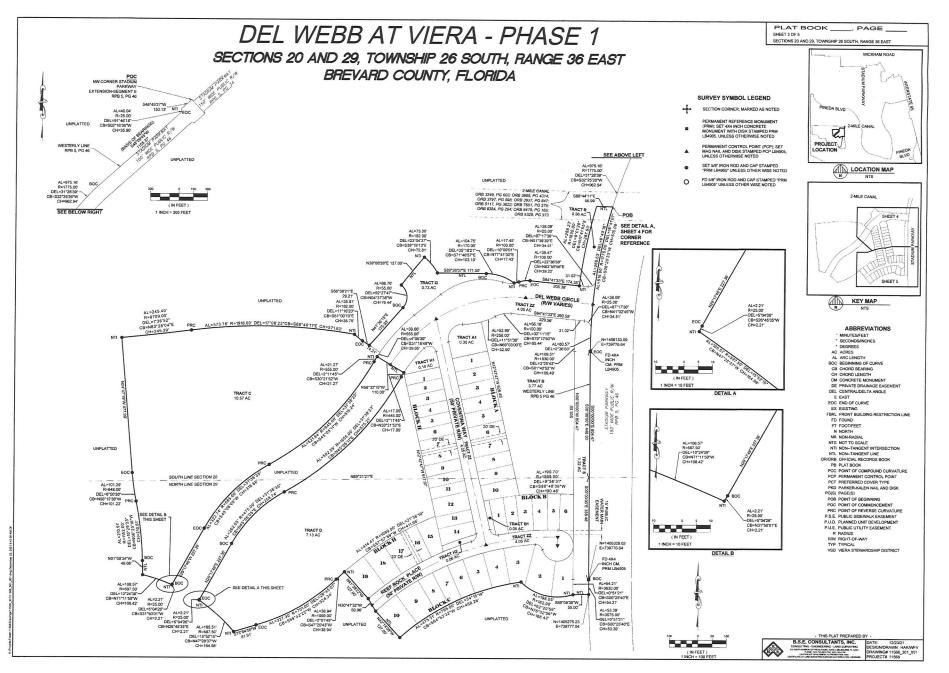
PINEDA BLVD

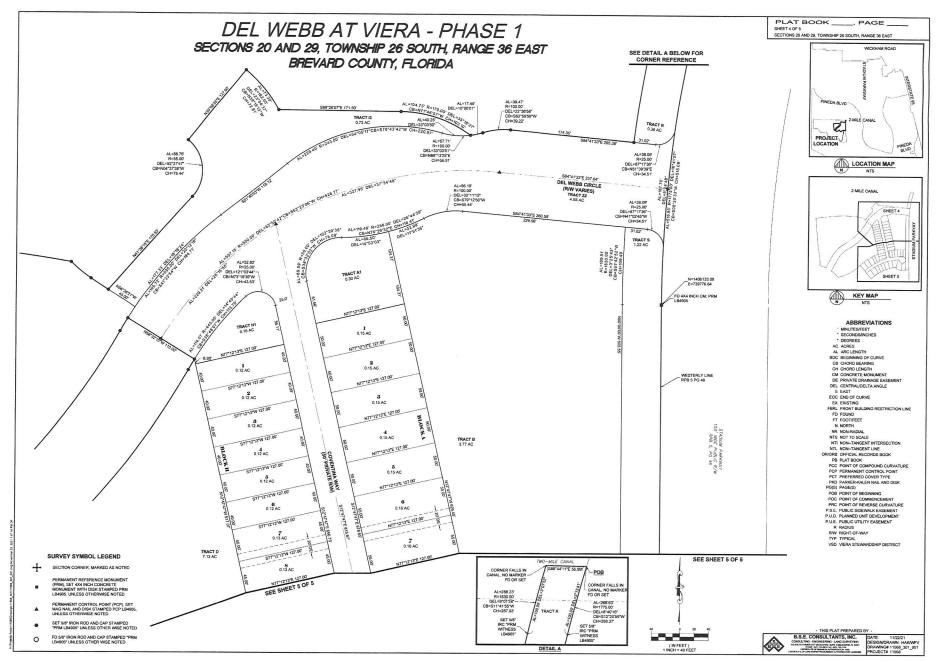
WICKHAM ROAD

PINEDA

MILE CANA R.

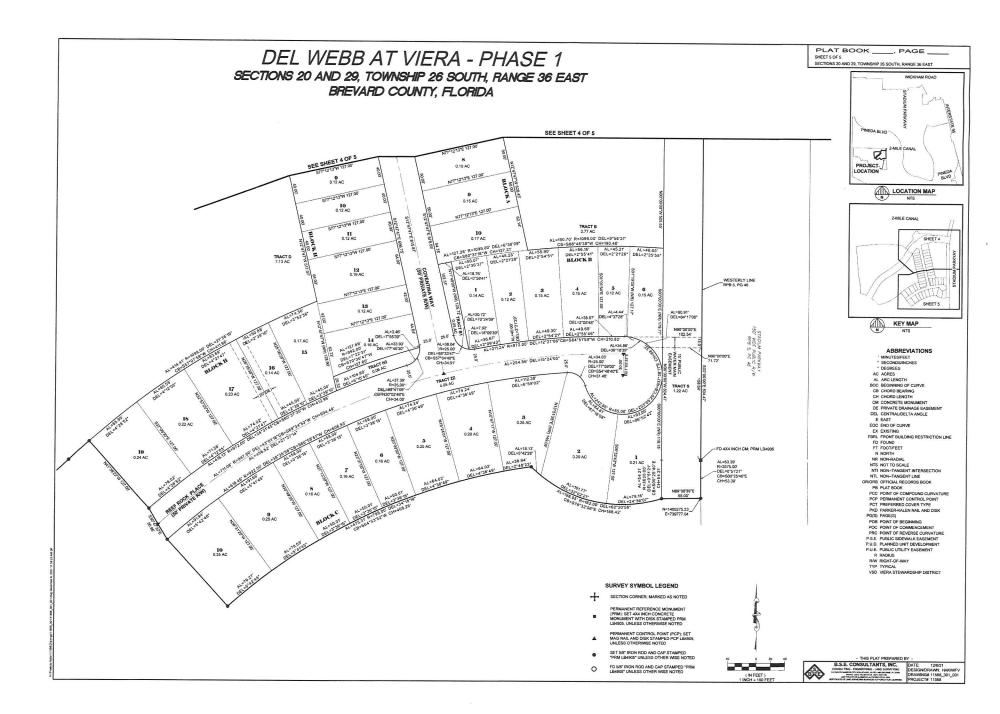
SHEET 2 OF 5





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DEL WEBB AT VIERA - PHASE 1

21FM00019

