Subdivision No. 20SD00009/21ER00032/22ER00006 Project Name Pangea Park Subdivision, Village 2,

Neighborhood 5 Phase 3 & 4

Subdivision Infrastructure Contract

THIS CONTRACT entered into this <u>J</u> day of <u>FEBRUARY</u> 20<u>J</u>, 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 <u>20SD00009/21ER00032/22ER00006</u>. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

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

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

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

3. The PRINCIPAL agrees to complete said construction on or before the <u>28th</u> day of <u>February</u>,2024

Revised 12/03/2014

- 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>11,903,401.74</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 Rachel M. Sadoff, Clerk Rita Pritchett Chair As approved by the Board on: Feb. 21 20 23 1 ING

WITNESSES:

PRINCIPAL:

The Viera Company

Todd J. Pokrywa, as President

1-18-23

Karr P. Prosser

Nary Ellen McKibben Mary Ellen Mckibben

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 18th day of Jan 2023, by Todd J. Pokrenua, Pres who is personally known to me or who has produced as identification and who did (did not) take an oath.

DATE

My commission expires:

SEAL

MARY ELLEN MCKIBBEN Notary Public - State of Florida Commission # GG 344047 My Comm. Expires Jul 25, 2023 Bonded through National Notary Assn. Commission Number:

1 V Jacy Ellen McKibben Notary Papilic

Notary Name printed, typed or stamped

Revised 12/03/2014

Bond # 107628123

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>THE VIERA COMPANY</u>, hereinafter referred to as "Owner" and, <u>TRAVELERS</u> <u>CASUALTY AND SURETY COMPANY OF AMERICA</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 <u>\$11,903,401.74</u> 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 $\frac{21}{FEBRUARY}$, 20 23, 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>February 28th, 2024</u> 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.

HARTFORD

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EXECUTED this 18th day of Jan 2023.

OWNER:

THE VIERA COMPANY

J. Pokrywa, President

Christine Payne: Attorney

2

SURETY:



TRAVELERS

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 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.

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her 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 17th day of January , 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PANGEA PARK PHASES 3 & 4 SECTIONS 28, AND 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY. FLORIDA PLAT NOTES

SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.091(8) & 177.091(9).

C) ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN

DESCRIPTION OF PANGEA PARK PHASE 3 AND PHASE 4

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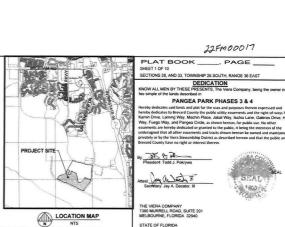
STATE PLANE COORDINATE NOTES: THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 1204/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTEC SQUITONS VERSION 2.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK

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DURAN AZ MK 6	AK7519	1,426,329.224	434,746.017	738,933.411	225,227.354	28"15'26.19982"	080*44'34.43002"	0.99994903	(+)0°07 18.2*
BREVARD GPS 1090	AK7524	1,422,840.468	433,682.642	740,680.093	225,759.744	28"14'51.61826"	080"44"14.98184"	0.99994936	(+)0*07 27.3*
195 73464	AK2846	1,416,452.318	431,735.530	746,854.0344	227,641.565	28"13'48.22765"	080"43'06.11244"	0.99995250	(+)0*07 59.6*

SCALE PACTOR OF 0.5995800 WAS DED TO CONVERT THE GROUND DISTANCE TO GAID 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.





RECORDED IN ROAD PLAT BOOK 5, PAGE 45, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA

ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE

ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED BREVARD COUNTY MANDATORY PLAT NOTES.

VEYING AND MAP

(a) DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 3; 1944 IN OFFICIAL RECORDS BOOK 3409, PAGE (24, AS AMENDED AND MODIFIED BY THAT CERTIAN SUPPLEMENTA DECLARATION AND FOURTEENTI AMENDMENT TO THE DECLARATION AND ANNEXATION AGREEMENT NUMBER SIXTY-PAGE 100 ALTO RECORDS DO REPORTS DO RECORDS (b) DECLARATION OF COVENANTS, CONDITIONE, SASEMENTS, RESERVATIONS AND RESTRICTIONS FOR PANGEA PARK NELEVIDEDIDO AREA RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 0324, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE MENDEDIL MODIFIED OR SUPPLICIENTED FORM THE TO THE HEREAFFER REFERENCE TO AS THE "NIGHED/HOND DECLARATION").

- (I) NOTCE OF CREATION AND ESTABLISHIEMT OF THE VIEWA STEWARDSHP DESTRICT DATED AUGUST 3: 2003. AS RECORDED IN OFFICIAL RECORDS BOOK 963, PAGE 2023, MEEHDED BY THE CERTIAN NOTCE OF BOUNDARY MEEHDEMENT FOR THE VIEWA STEWARDSHP ID DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 981 APROX = 1914, AS AVENDED BY THI'S CERTINA MANDED NOTCE OF RECORDED IN OFFICIAL RECORDS BOOK 981, PAGE 1344, ALL OFFICIAL RECORDS BOOK 981, PAGE 1345, ALL OFFICIAL RECORDS BOOK NTY ELOPIDA (d) DISCLOSURE OF PUBLIC FINANCING AND MINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT DATED MAY 1, 2013 & RECORDED IN OFFICIAL RECORDS BOOK 6879, PAGE 170, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
- (e) VERA STEWARDSHP DISTRICT NOTICE OF SPECIAL ASSESSMENTSGOVERNMENTAL LEN OF RECORD RECORDE DELY2 2020 IN OFFICIAL RECORDS DOCK 7744, FAGE 1375, AS AFFECTED BY AMENDED AND RESTATED NOTICE OF SPECIAL ASSESSMENTSGOVERNMENTAL LIEN OF RECORD RECORDED IN OFFICIAL RECORDS DOCK 2021 AC425 SIX ALL OF THE FUNCTION COUNTY, FLORIDOL ASSESSMENTSGOVERNMENTAL LIEN OF RECORD RECORDED IN OFFICIAL RECORDS DOCK 2021 AC425 SIX ALL OF THE FUNCTION COUNTY, FLORIDOL
- VIERA STEWARDHIP DISTINCT NOTICE OF IMPOSITION OF SERIES 201 SPECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 138, AND DECLARATION OF CONSENT TO JURISDICTION OF THE VIERA STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SERIES 2021 SECONDE DIVERMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 138, AND DECLARATION OF CONSENT TO JURISDICTION OF THE VIERA STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT TO JURISDICTION OF THE VIERA STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDED NOVEMBER 22 2021 NO OFICIAL RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 832, PAGE 139, AND DECLARATION OF CONSENT STEWARDSHIP DISTINCT NOTICE OF IMPOSITION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 82, PAGE 139, AND DECLARATION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 82, PAGE 139, AND DECLARATION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 82, PAGE 139, AND DECLARATION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 82, PAGE 139, AND DECLARATION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 82, PAGE 139, AND DECLARATION OF SECIAL ASSESSMENTS (MLLAGE 2) RECORDS BOX 82, PAGE 13 TRI-PARTY COLLATERAL ASSIGNMENT OF AGREEMENT RECORDED NOVEMBER 22, 2021 IN OFFICIAL RECORDS BOOK \$334, PAGE 1308, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
- (h) TREPARTY AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF VILLAGE 2 MASTER IMPROVEMENT ASSESSMENTS RECORDED NOVEMBER 22 2021 IN DEFICIAL RECORDS ROCK 9334 PAGE 1340 PUBLIC RECORDS OF RREVARD COLINITY FLORIDA

BEARING REFERENCE: ASSUMED BEARING OF S60'08'50'WE. ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF, LAKE ANDREW DRIVE - SEGMENT F, AS

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INCLUTION TO AN OTHER PROVIDED AND THE PROVIDED AND EMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MANTEWARE OF COMMON AREAS IN THE EVENT OF THE FALLED OF THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE. THE COMMON AREAS IN CONCOMMANCE WITH THE FOR MANTEWARE OF COMMON AREAS IN THE EVENT OF THE FALLED OF THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE. THE COMMON AREAS IN CONCOMMANCE WITH THE MAINTEWARE OF COMMON AREAS IN THE EVENT OF THE FALLED OF THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE. THE COMMON AREAS IN CONCOMMANCE WITH THE MAINTEWARE OF COMMON AREAS IN THE REGENTION OF THE SEALURE OF THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE. THE FORCEMENT MAINTEWARE OF COMMON AREAS IN THE REGENT OF THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE. THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE THE FORCEMENT FOR MAINTEWARE OF COMMON AREAS IN THE REGENT OF THE FORCEMENT ASSOCIATION TO MAINTAIN REGENCE. THE FORCEMENT MAINTEWARE OF COMMON AREAS INTO THE REGULATIONS AND ASSOCIATION TO THE ECOMMON AREAS INTO THE FORCEMENT MAINTEWARE OF COMMON AREAS INTO THE REGULATIONS AND ASSOCIATION THE REGENT OF THE FORCEMENT ASSOCIATION THE REGENT OF THE FORCEMENT MAINTEWARE OF COMMON AREAS INTO THE REGULATIONS AND ASSOCIATION THE REGINATION THE REGENT OF THE FORCEMENT ASSOCIATION THE REGINART ASSOCIATION THE REGULATIONS AND ASSOCIATION THE REGINART OF THE FORCEMENT ASSOCIATION THE REGINART ASSOCIATION THE REGULATIONS AND ASSOCIATION THE REGINART OF THE REGULATIONS AND ASSOCIATION THE REGINART OF THE REGINART OF THE REGINART OF THE REGULATIONS AND ASSOCIATION THE REGINART OF THE REGULATIONS AND ASSOCIATION THE REGINART OF THE REGINART ASSOCIATION THE REGINART OF THE REGULATIONS AND ASSOCIATION THE REGINART OF THE REGULATIONS AND ASSOCIATION THE REGINART OF THE REGINART

BREVARD COUNTY VERTICAL CONTROL MARK G6867 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY

8. THERE IS HEREE'D CEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND CONCIDENT WITH A PUBLIC STREET RIGHT OF WAY A NON-EXCLUSIVE 19 WIDE PERPETUAL PUBLIC UTLITY LASEMENT (UNLESS OTHERWISE NOTED), ANY UTLITY USING THIS UTLITY FASEMENT WHICH CUSES DAMAGE OF ANY MATURE TO THE SDEWALK IN THE EASEMENT AREA SHALL BE LEGISSON SIDE FOR REPARING THE SDEWALK AND RESTORING IT TO ITS ORIGINAL CONDITION THE TERM PUBLIC AND PRIVATE UTLITY COMPANYES SHALL INCLUSE UTLITY OF ELIMETED TO HESDEWALK IN THE EASEMENT AREA SHALL BE LEGISSON AND TELECOMMUNICATION SERVICE PROVIDER;

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The PRIVATE Device International Internation

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TRACTS CO NO.2.1, CO N VIDED I 7. TRACT 5 SHALL BE OWNED AND MANTANEED BY PARGEA PARK HEIGHBORHOOD ASSOCIATION, INC. AND IS RESERVED FOR USE AS AN UPLAND BUFFER AND RELATED IMPROVEMENTS AS PROVIDED IN THIS PLAT OR OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVAND COLVITY, FURINDA.

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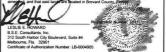
ENTAL ENTITY

COUNTY OF BREVARD The foregoing instrument was acknowledged before me by means of \checkmark phys presence or ______ online notarization, this J-1/2,3, by Todd J. Pokrywa and July A. Decataff. (III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the comp who silter period who for the methy produced IN WITNESS WHEREOF, I have hereunto set my hand and seal the above date.



CERTIFICATE OF SURVEYOR

NKM RALL MEN BY THESE PROSPITS. That the non-transfer professional unservit and inspace (see his heads order) that on 107/21022 the completed the boundary survey of the tands shown on the foregoing pill and that and pill was greater under the direction and supervised that and pill was greater under the direction and supervised that and pill was greater under the direction and supervised that and pill was greater under the direction and supervised that and pill was greater under the direction and supervised that and pill was greater under the direction and supervised that and pill was greater under the direction and supervised that and pill was greater under the direction of the supervised that and the supervised that the direction of the supervised that and the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the direction of the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the direction of the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the direction of the supervised that the supervised that the supervised that the direction of the direction of the direction of the direction of t KNOW ALL MEN BY THESE PRESENTS, That the under



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

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

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY. That the Board of County Commissioners berefy accents th road right-of-ways for Kamin Drive, Laming Way, Mainsballes Interop alcapes of road right-of-ways for Kamin Drive, Laming Way, Mains Place, Jabal Way, Ischia Lane, Galeras Drive, Hargy Way, Fuego Way, Pangea Circle, dedicated for public use on this plat and the public utility easements shown on this Plat.

7	an Drite	hett Chair	



Clerk of the Board

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was

Rita Pritchett, Chair

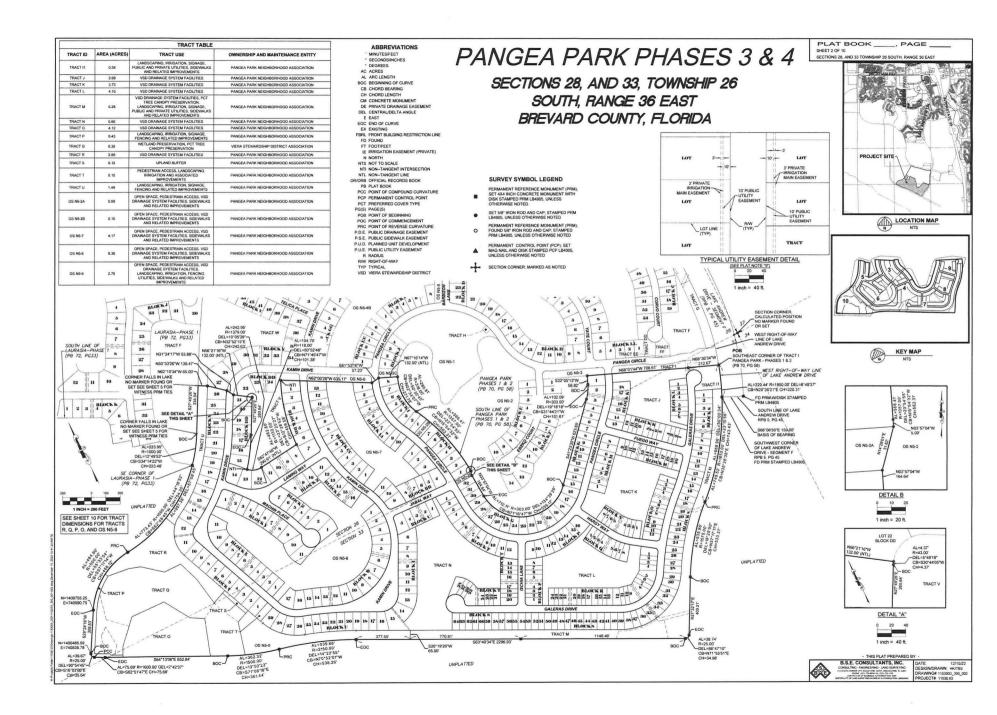
ATTEST

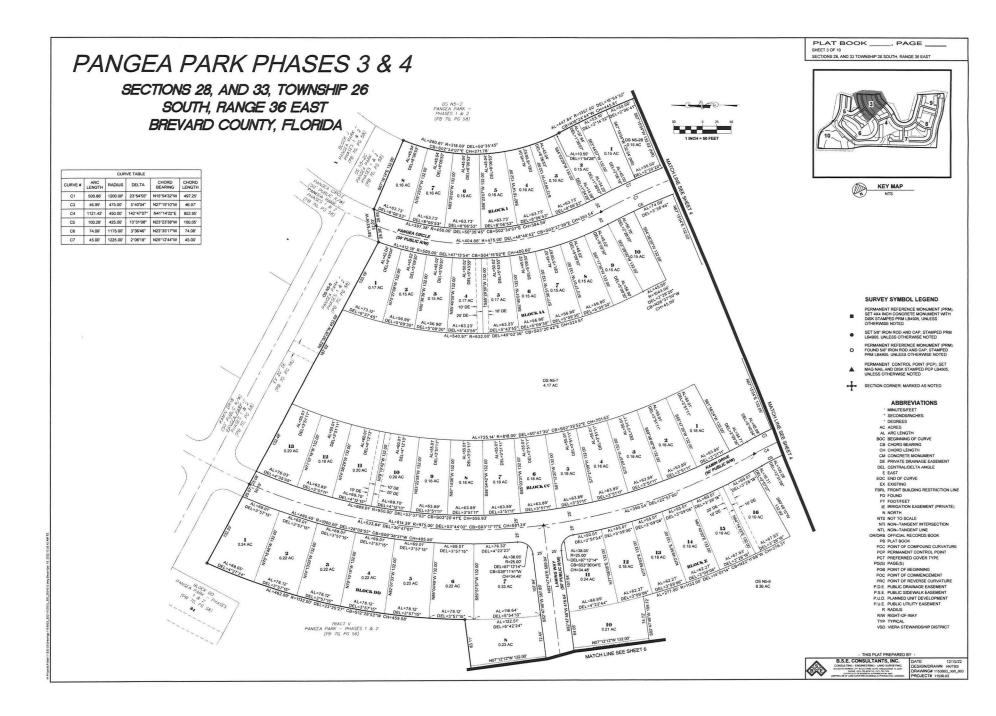
Clerk of the Board

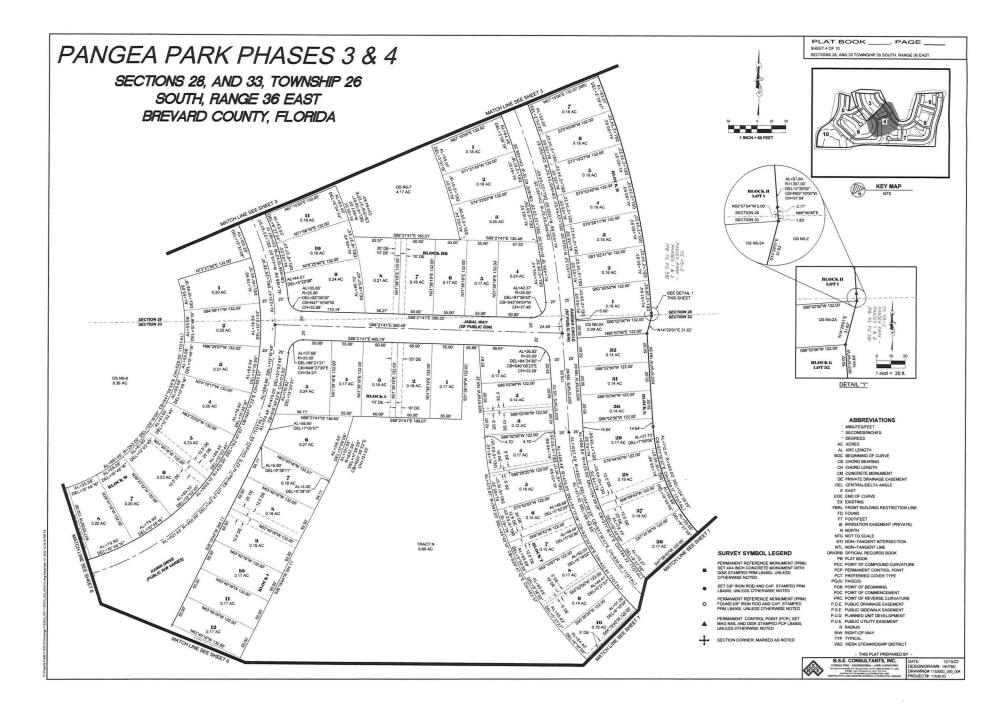
CERTIFICATE OF CLERK

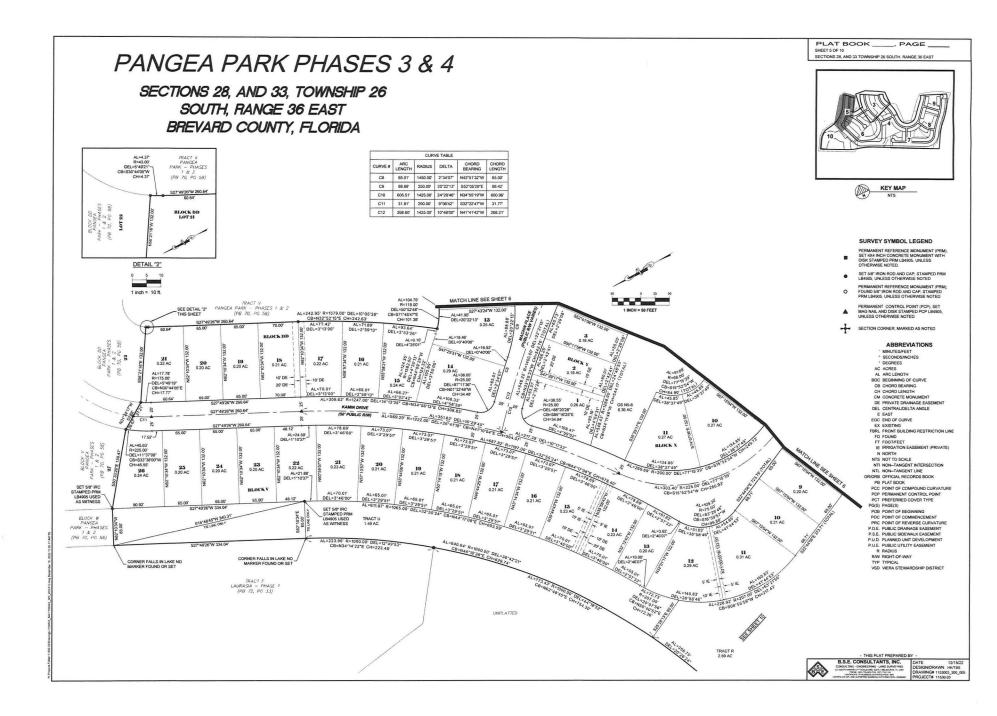
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed r record on ____

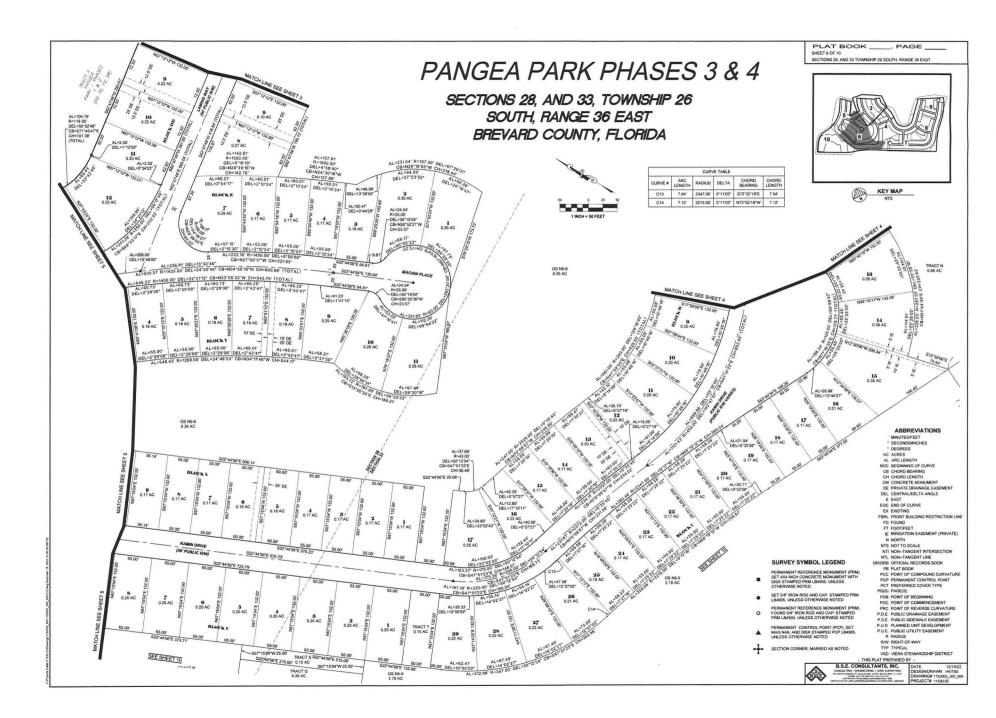
ATTEST: Clerk of the Circuit Court in and for Brevard County, Fla.

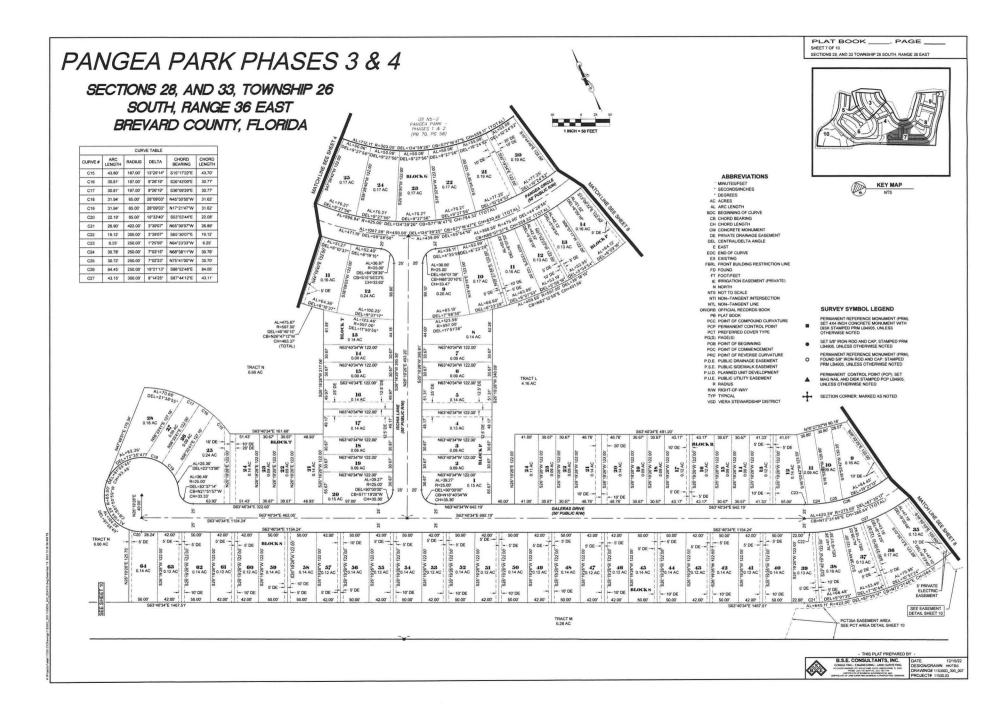


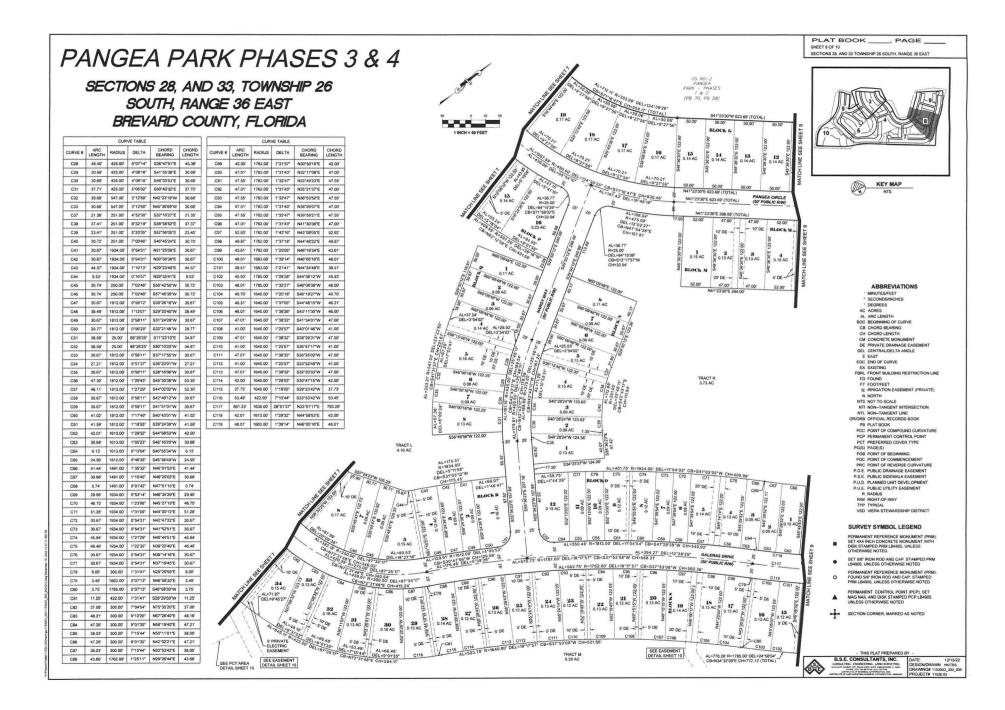


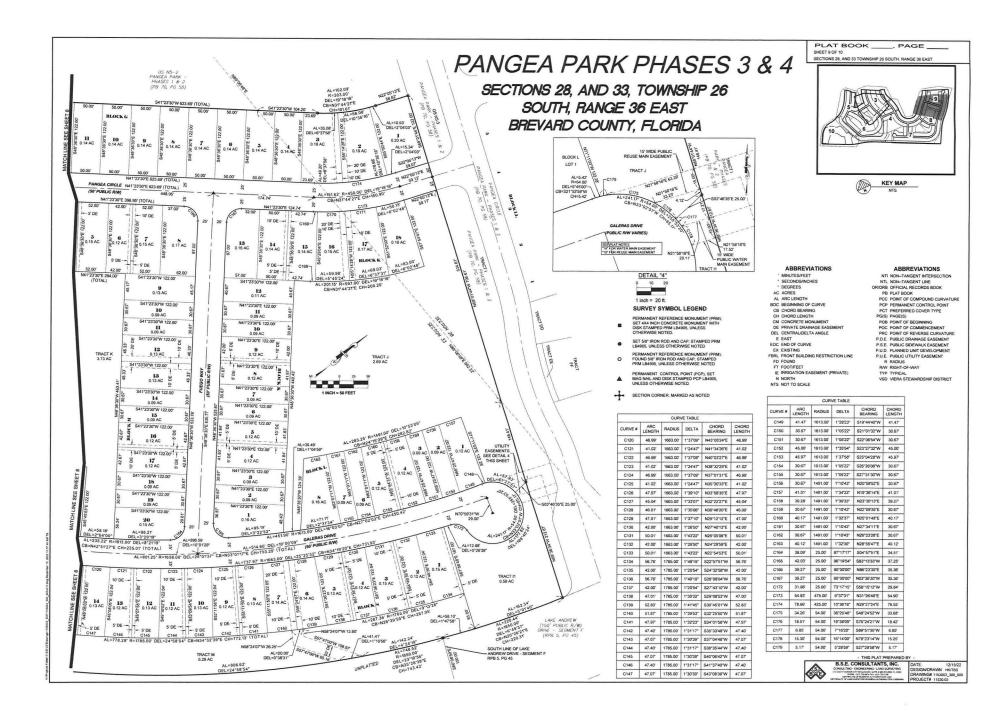


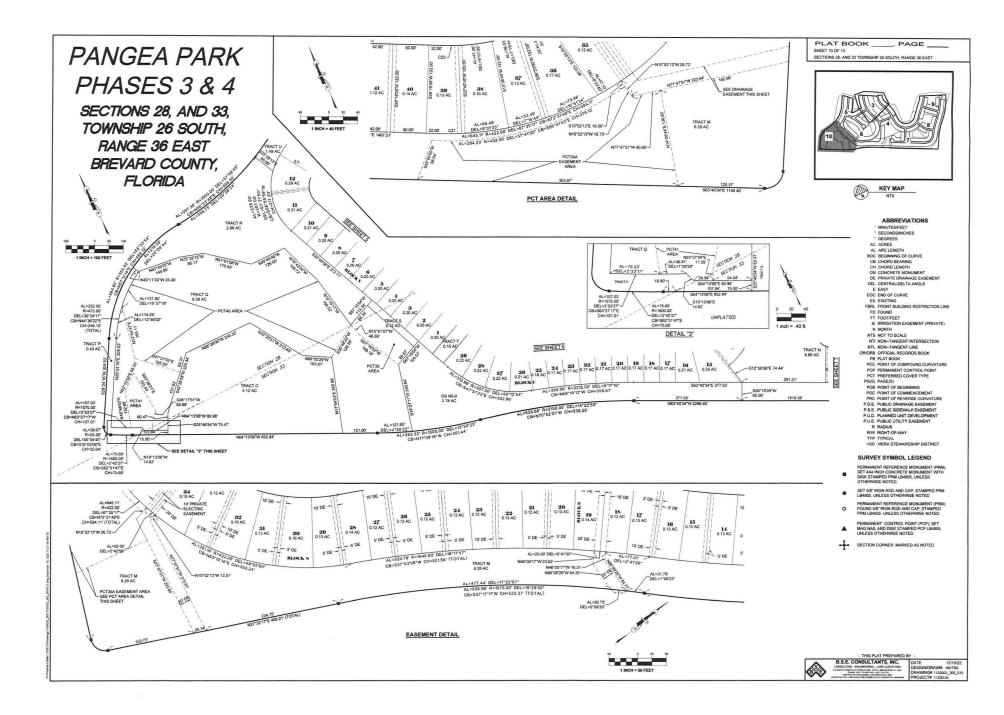




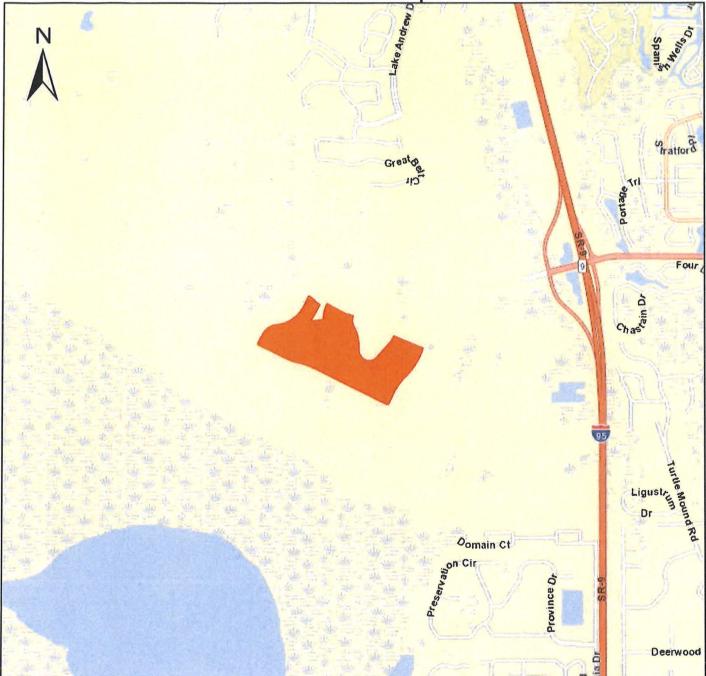








Location Map



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 hereon.

Scale: 1:36,000 1 inch equals 3,000 feet

0 1,500 3,000 ft

