Subdivision No.

17SD00011

Project Name_

Subdivision Infrastructure Contract

THIS CONTRACT entered into this <u>8th</u> day of <u>October</u> 20<u>19</u>, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and <u>The Viera Company</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: TRACT C AT ADELAIDE INFRASTRUCTURE IMPROVEMENTS

and all other improvements depicted in subdivision number ______17SD00011 _____. 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."

3. The PRINCIPAL agrees to complete said construction on or before the <u>30th</u> day of <u>SEPTEMBER</u>, 2021.

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 \$1,270,870.44 ... 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: Scott Ellis, Cler

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Kristine Isnardi, Chair

As approved by the Board on: October 8, 20, 19.

WITNESSES:

PRINCIPAL:

K.P. Pross KAREN P. PROSSER.

Mary Ellen McKibben mary Ellen Hckibben

State of: Florida

County of: Brevard

Todd J. Pokrywa, as President

9-9-19

, by 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 Commission Numbe Bonded through National Notary Assn.

Mary Ellen McKibben Notary Public Mary Ellen McKibben Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$1,270,870.44 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 8^{th} day of October____, 2019__, 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 September 30, 2021 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 dry day of Sept. , 2019. **OWNER:** THE VIERA COMPANY Todd J. Pokrywa, President Thomas M. Cotton, Attorney-In-Fact



SURETY:



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 Thomas M. Cotton of ORLANDO

their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, Florida 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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021





Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th



Kan F. Huytan Kevin E. Hughes, Assistant Secretary

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

ADELAIDE TRACTS C, C1 & Z REPLAT SECTION 29 TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF N01107401W ON THE WEST RIGHT-OF-WAY LINE OF STADIUM PARKWAY, ACCORDING TO OFFICIAL RECORDS BOOK 3417, PAGES 3719-3728, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.091(8) & 177.091(9)
- BREVARD COUNTY VERTICAL CONTROL MARKS F6A13 AND F6A14 ARE LOCATED NEAR THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA, CONTACT THE 25. BREVARD COUNTY SURVEY AND MAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- 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 STORWWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
- B. EAGI-10T OWERP PURCHARMA A LOT FIGHING IN THE PLAT CONCENTS TO THE MIDDITION OF A MANICOLE. SERVICE BURGET THAT IS IN BROWNED COUNTY OR OTHER DURING DEFINISHING TO A MANTENDER OF COMMON AREAS THE EVENT OF THE FULLING OF THE HOUSENEESE ASSOCIATION MARTINE PROPERTY. THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE ESCULATORY REWITS OR OTHER APPLICABLE REGULATORS, AN EXCENT OF THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE ESCULATORY REWITS OR OTHER APPLICABLE REGULATORS, AN EXCENT OF THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE ESCULATORY REWITS OR OTHER APPLICABLE REGULATORS, AN EXCENT OF THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE DESTILISATION OF AN AVEL AND A DATA ION TO
- C. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN
- ALL # ATTED UTLINT HARDWATTE SHALL ALSO BE EARDWATE FOR THE CONSTRUCTION INSTALLATION AMATTENNOLE AND DERATION OF CABLE TELENSION AND OTHER TELECOMMENDATIONS ERFORCES ROUGEL HOMENER NO SUCH CONSTRUCTION INSTALLATION METALANCE ON ROUGE SHALL INTERFERE WITH THE FACULTIES AND SERVICE OF ANELECTING. TELEPHONE, GAS OR OTHER PABLIC OR FRANKE UTLINT AND SUCH PAGE CABLE TELENSION AND ORDERINGES AND TELEVICE OF ANELECTING. TELEPHONE, GAS OR OTHER PABLIC OR FRANKE UTLINT AND SUCH PAGE ADULT TELENSION OF OPERATIONS BAND. SERVICE OF ANELECTING. TELEPHONE, GAS, OR OTHER VIELU OR FRANKE UTLINT AND SUCH PAGE MALL TELENSION OF OPERATIONS BAND. TELEVICE OF ANELECTING. TELEPHONE, GAS, OR OTHER VIELU OR FRANKE AND TELEVICE MALL TELENSION OF OPERATIONS BAND. TELEVICE OF A PARTICULAR ELECTING. TELEPHONE, GAS, OR OTHER VIELU OR FRANKE AND TELEVICE MALL TELENSION OFERITOR SHALL SUCH AND AND THE AND THE OTHER VIELU OR FRANKE AND THE OTHER VIELU OR FRANKE AND TELEVICE MALL TELENSION OFERITOR SHALL SUCH AND THE AND THE MALL AND THE ADULT OFFIC OFERING ADDITION TO THE OFFIC AND THE ADULT OFFIC OFERING ADDITION OFFIC ADULT AND SUCH AND THE ADULT ADULT AND THE ADULT AD Y TO
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- THERE IN HEREBY DEDICATED OVER NOLARINGS THE FRONT OF ALL LOTS AND TRACTS, ADVITING AND COMPOSIDENT WITH THE STREET DRAFTS, OF AND TRACTS, ADVITING AND COMPOSIDENT WITH THE STREET DRAFTS, OF AND TRACTS, ADVITANCE UTLITY PROVIDERS, AND RECOLLERVE SY WICE PROJECULATED THAT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED) FOR THE USE AND BENEFIT OF PRUID, ADVITANT PROVIDERS, ADVITANT AND PROVIDE THE PROVIDERS, ADVITANT AND PROVIDERS AND RECEPTOR FOR USE AND RECEPTOR FOR USE AND RECEPTOR FOR ADVITANT PROVIDERS.
- THERE IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES A NON-EXCLUSIVE 5' WIDE PRIVATE DRAINAGE EASEMENT (UNLESS OTHERWISE NOTED) FOR THE USE AND BENEFIT OF ADELAIDE DISTRICT ASSOCIATION, INC.
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- THE RIGHT-OF WAY FOR TENNYSON DRIVE, HEREON DESCRIBED AS TRACT 2Z, SHALL BE PRIVATELY OWNED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC. TRACT 2Z IS RESERVED FOR INGRESS/EGRESS ACCESS (PRIVATE RIGHT-OF-WAY), UTILITIES, & DRAINAGE AND RELATED IMPROVEMENTS.
- 12. TRACTS A AND E SHALL BE PRIVATELY OWNED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC. TRACTS A AND E ARE RESERVED FOR LANDSCAPE, STORWWATER DRAINAGE, WALLS, FENCES & UTILITIES AND RELATED IMPROVEMENTS.
- TRACTS B SHALL BE PRIVATELY OWNED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC. TRACTS B IS RESERVED FOR LANDSCAPE, STORMWATEP DRAINAGE, WALLS, FENCES, BERMS, SIGNAGE, PEDESTRIAN ACCESS & UTILITIES AND RELATED IMPROVEMENTS.
- TRACT C SHALL BE PRIVATELY OWNED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC. TRACT C IS RESERVED FOR LANDSCAPE, OPEN SPACE & DRAINAGE AND RELATED IMPROVEMENTS.
- TRACT D SHALL BE PRIVATELY OWNED AND MAINTAINED BY ADELAIDE DISTRICT ASSOCIATION, INC. TRACT D IS RESERVED FOR PEDESTRIAN INGRESS/EGRESS ACCESS, LANDSCAPE & SIDEWALK AND RELATED IMPROVEMENTS.
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- A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE VIERA STEWARDSHIP DISTRICT AND ITS DESIGNEES OVER AND ACROSS TRACT 2Z AND THE RRIVATE STREET IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN NORESS AND CONNECTION WITH THE RRIVETON MAINTENANCE, REPAR, REPLACEMENT, IMPROVEMENT AND USE OF MASTER DAMAGE FACILITES.
- ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTEINANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
- DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE
- LOTS AND TRACTS ABUITING EXISTING STORM WATER LAKES, FLOW WAYS, WELLANDS AND ANY SUCH FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR ADJURTL CONSCRPCE FEASTINGES WIGHT ANY SUCE CONSTRUCTED WITHIN SAUD FACILITIES. 21
- THE PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS SHOWN ON LOTS 5 AND 6. BLOCK A AND LOTS 3. 4, 9 AND 10, BLOCK B, ARE GRANTED TO THE VIERA STEWARDSHIP DISTRICT FOR THE INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT, IMPROVEMENT AND USE OF MASTER DRAINAGE IMPROVEMENTS. NO STEAMONTH ONTROTTONTIL TWINDING MONTHAL AND A CONTRACT AND A CONTR
- CRITEN VERN COMMUNITY ASSOCIATION, INC. IN FRENZY GRANTED & REPERTUN, NOMEXCLUDRE RASEMENT ORR, MORE, ALCOSS NO TRANSING TRACETA S, A DA 2005 TOT HE REPERCIDENT MAINTENINCE, REPARA, REPACEMENT, INFORMATION DA PROSERIA AD DECE ON MARTE AS TORANTED DAVINGE FACULAR ADD REAL TED MERICIPALITY DA DAVINGE TRACEMENT, REPACEMENT, INFORMATION DA PROSERIA AD DECES OVER AND ACCESS OVER AND A
- STATE PLANE COORDINATE NOTES: THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATIM OF 1983 AND READJUSTED IN 1999 (NADRX99)

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTEC SOLUTIONS VERSION 2.7 THE STATIONS SHOW BELGUW WERE HELD FIXED IN THE NETWORK ADJUSTNEHT.

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	SCALE FACTOR	ANGLE
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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*
95 73A64	AK2846	1,416,452.318	431,735.530	746,854.0344	227,641.565	28*13'48.22765"	080*43'05.11244*	0.99995250	(+)0'07'59.6"

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 FLATT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- ALL DRAWAGE LABEMENTS AND DRAWAGE TRACTS SHOWN GRAPHICALLY OR DESCRIBED IN NOTES HEREON ARE PRIVATE BREVARD COUNTY SHALL NOT INVE ANY RESPONDBUT IT REGISTRING THE MANTERMACE, REPAR ADD/OR RESTONATION OF ANY STORM PRES, STORM STRUCTURES OR ASSOCIATED AND/OR RESTONATION OF SHALL BET A RESPONSIBILITY OR ADDRED DESTINGT SANDOLTON INC. THE REVENT TWO IS DONATIONACE, REPAR ADDROR RESTONATION SHALL BET ARE RESPONSIBILITY OR ADDRED DESTINGT SANDOLTON INC. THE REVENT TWO IS DONATIONACE, COMMUNITY ASSOCIATION INC. AS EXPRESSLY DESCRIBED ON THIS PLAT OR IN OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORDA.
- THIS PLAT IS SUBJECT TO THE TERMS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VERA COMMUNITY AS RECORDED IN ORB 3409, PAGE 624, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AS MAY BE AMENDED, SUPPLEMENTED OR MODIFIED FORM TIME TO THE
- THIS PLAT IS SUBJECT TO THE TERMS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ADELADE DISTRICT PROPERTY AS RECORDED IN ORB 7511, PAGE 1644, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AS MAY BE AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME.

THE PLATE SUBJECT TO THE TENES AND CONDITIONS OF THAT CERTAIN NOTICE OF CREATENING FESTALE SUBJECT TO THE VERA STRANGOUND DETAIL OF SECORED IN THE SUBJECT TO THE SUBJECT AS A DARRENED BY THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND DETAILS RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND DETAIL RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND DETAILS RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND DETAILS RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND DETAILS RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND OF SUBJECT AS RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND THE RECORED IN ORB 503, THAT EAS A SUBJECT OF THAT CERTAIN NOTICE OF CONDUCHY MEMORY FOR THE VERA STRANGOUND THE RECORED IN ORB 503, FRAGE TIAN AND AS FURTHER AMENDED IN ORB 5031, PAGE TIAN, ALL RECORED IN THE PUBLIC RECORED OF BREWARD COUNTY. 27.

- ALL LOTS SHOWN HEREON ARE SUBJECT TO THE JURISDICTION OF THE VIERA STEWARDSHIP DISTRICT PURSUANT TO THE DECLARATION OF CONSENT TO ASSESSMENTS, COVENNITS, CONDITIONS AND RESTRICTIONS OF THE VIERA STEWARDSHIP DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 8564, PAGE 388 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- 29. FOR JOINDER IN DEDICATION, SEE ORB ______ PAGE _____ PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
- IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEREIN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOLLD BE REQUIRED FT HE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS. 30
- NOTITIFICATION THE VIEWS TEMMONOP PETICIFY REPORTS INTO CONSTRUCT AND MAINTAIN THE MOST DAMAGE STORY INCOMENDATION OF THE AND ANTER INCOMENDATION OF A DECISION OF A DECI 31.

DESCRIPTION

TRACT C. TRACT C1 AND TRACT 2. ADELADE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORRED IN PLAT BOOK 01, PAGE 70, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, L'ING IN SECTION 29, TOWNSHP 2 SOUTH, FANGE SE SAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS PLATULOUSS.

BEINT THE SOUTHWEST CONTENT FORCE DISC. OF SAUD WALLE OF SAUD WALLE BEINT THE SOUTH ALSO BEINT TO SOUTH ALSO BEINT TO THE SOUT N AT THE SOUTHWEST CORNER OF SAID TRACT C, OF SAID ADELAIDE PHASE 1, (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT C2 OF SAID ADELAIDE PHASE 1) AND RUN ALONG THE NORTHERLY

IT OF BEGINNING.	CONTAININ	IG 14.33 ACRES, MORE OR LESS			duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Eva M. Rey of the above named association incorporated under the laws of the State of Florids, to me known to be the individual and officer described in and who executed	
	TRACT AREA SUMMARY			CERTIFICATE OF ACCEPTANCE OF DEDICATION	the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized; and that the Dedication is the act a	
TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY	BY BOARD OF COUNTY COMMISSIONERS	deed of said association .	
TRACT A	±0.75	LANDSCAPE, STORMWATER DRAINAGE, WALLS, FENCES & UTILITIES	ADELAIDE DISTRICT ASSOCIATION, INC.	THIS IS TO CERTIFY. That the Board of County Commissioners hereby accepts utility easements, ingress and ogress easements for emergency vehicles and areas dedicated for the public use on this plat.	IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.	
TRACT B	±3.69	LANDSCAPE, STORMWATER DRAINAGE, WALLS, FENCES, BERMS, SIGNAGE, PEDESTRIAN ACCESS & UTILITIES	ADELAIDE DISTRICT ASSOCIATION, INC.	Kristine Isnardi, Chairman of the Board	NOTARY GUBLIC	
TRACT C	±0.30	LANDSCAPE, OPEN SPACE & DRAINAGE	ADELAIDE DISTRICT ASSOCIATION, INC.	ATTEST:	MY COMM. EXPIRES JULY 25, 2023 COMM. NO. GG344047	
TRACT D	±0.27	PEDESTRIAN INGRESS/EGRESS ACCESS, LANDSCAPE & SIDEWALK	ADELAIDE DISTRICT ASSOCIATION, INC.	Clerk of the Board	CERTIFICATE OF SURVEYOR	
TRACT E	±0.15	LANDSCAPE, STORMWATER DRAINAGE, WALLS, FENCES & UTLITIES	ADELAIDE DISTRICT ASSOCIATION, INC.	CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS	KNOW ALL MEN BY THESE PRESENTS. That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 01/18/2019 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared	
TRACT ZZ	±1.69	INGRESS/EGRESS ACCESS (PRIVATE RIGHT-OF-WAY), UTILITIES, & DRAINAGE	ADELAIDE DISTRICT ASSOCIATION, INC.	THIS IS TO CERTIFY, That on the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.	Doundary survey of the lands shown on the toregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutos, and County Ordigandy 82/2841 (c)(d) as amegine, and tails and landsmit located in Berevire (Cohm-Flexible).	
IGENCE				Kristne fanards, Chairman of the Board	REGISTIVATION NUMBER STT. SECELE INVIANO B & E Consultation Inc. 132 Socie Hieron Consultation Scale M	
7.3" 9.6"				CERTIFICATE OF CLERK	Melbourne, Fla. 32901 Certificate of Authorization Number: LB-0004905	
ROJECT SCALE		- THIS P	LAT PREPARED BY -	I HEREBY CERTIFY. That I have examined the foregoing plat and find that it comples in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was field for record on	CERTIFICATE OF COUNTY SURVEYOR 1 HEREBY CERTIFY, That I have reviewed the foregoing plat and find that if is in conforminy with Chapter 177, part 1, Fordia Statutes and County Ordinauce 62:2841(c)(d) as amended	
		B.S.E. CONSULT CONSULTING - ENCAMERANCE IN BOOM SHOP ROCHARDS IN CONTRACT OF ADDRESS	DESIGN/DRAWN HAK/EAK	ATTEST: Clerk of the Circuit Court in and for Brevard County, Fla.	Michael J. Sweeney, Professional Surveyor & Mapper No. 4870	





PLAT BOOK



STATE OF FLORIDA COUNTY OF BREVARD THIS IS TO CERTIFY, that cm² (2, 17), 20(2) before me, an officer duly authorized memory and the state and county aforesaid, personally appeared Todd).



JOINDER IN DEDICATION OF PLAT

Adelaide Dattich Association, Inc. – Finds and for profile corporation (the "Dattich Association"). Being the owner in the sample of a pottion of the lands of the profile association (the profile of the owner in the sample of a pottion of the patient of the profile of the pro

Adelaide District Association. Inc., A Florida not for profit corporation

By EVA M. Rey

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in their respective names on _______this $\underline{/270}$ day of \underline{Supt} , 201 Signed and sealed in the presence of

ATTEST Mary Allen MEKibben

	. 0	
ATTEST	Karen	P. Posser

STATE OF Florida, COUNTY OF Brend

THIS IS TO CERTIFY. That on 500+ 123, 2019 before me, an officer

17SD00011

ADELAIDE TRACTS C, C1 & Z REPLAT

PAGE

PRESENTS THAT, The Viera Company, joined by t, inc., being the owners in fee simple of the lands

e public, it being the intention of th hereon be owned and maintained	I privately or by the Viera Stewardship County and the public have no right or
S & Physics	A.1104
AL Decator, III	Seal
day)4. Decator, III	ST.A.

THE VIERA COMPANY 7380 MURRELL ROAD, SUITE 201 MELBOURNE, FLORIDA 32940





LOCATION MAP

ADELAIDE TRACTS "C", "C1" & "ZZ" REPLAT 17SD00011_Adelaide_Tracts_C_C1_ZZ_Replat



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.

Produced by BoCC - GIS Date: 6/6/2019