Sub	divi	ision	No.
Nu		DIOI	110.

18SD00018

Project Name Viera Blvrd Commercial Center

Subdivision Infrastructure Contract

THIS CONTRACT entered into this $\underline{9^{th}}$ day of \underline{Jvy} 2019, 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: Viera Boulevard Commercial Center

and all other improvements depicted in subdivision number <u>18SD00018</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 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>July</u>, 2020.

- 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 \$7,674,258.75 _______. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. 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.



BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLOBIDA Kristine Isnardi, Chair

As approved by the Board on: July 9 ,2019 .

WITNESSES:

Lary Ellen 1

State of: Florida

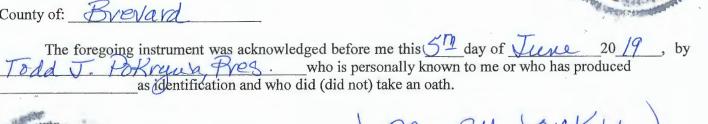
County of: Brevard

PRINCIPAL: The Viera Co

Todel J. Pokrywa, as President

6-5-19

DATE



UNIAN F

omnigsion expires: omnission Number: MARY ELLEN MCKIBBEN Notary Public - State of Florida Commission # FF 228590 My Comm. Expires Jul 25, 2019 Bonded through National Notary Assn.

Mary Ellen M-Kibber Mary Ellen M-Kibber

Notary Name printed, typed or stamped

Revised 12/03/2014

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>\$7,674,258.75</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 $\frac{9^{+h}}{July}$ day of $\frac{July}{July}$, 20.19, 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>July 30, 2020</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.

EXECUTED this <u>5^m</u> day of <u>June</u>, 20/9. **OWNER:** THE VIERA COMPANY Todd J. Pokrywa, President SURETY: -Fact Christi



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

, 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, Sehlor 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. Jetreault 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



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.

VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1 BEING A REPLAT OF A PORTION OF TRACT "E", STADIUM EAST, AS PER PLAT BOOK 54, PAGE 15. PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PARCEL OF LAND LYING AND BEING IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF 588"00"40"E ON THE SOUTH RIGHT-OF-WAY LINE OF VIERA BOULEVARD EXTENSION, ACCORDING TO P6 57, PG 40, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED

- 3. SUBVEY MONUMENTATION WITHIN THE SURDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177,091(8) & 177,091(9)
- BREVARD COUNTY VERTICAL CONTROL MARK F6A08 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- 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 STORNWATER TRACTS AND PRIVATE ROADWATS FOR LAW ENFORCEMENT, EMERGINGY ACCESS AND EMERGINGY MAINTENANCE. B. LACE OF OWNER PURCHASHING A LOT SHOWN ON THE PLAT COMMANYS TO THE RANGESTING OF A MUNICIPAL SEVERAL ENVIRT UNIT IN BROADS COMMANY TO OTHER ADVISIONMENTAL INTITY OF ADVISION TO THE ADVISION AND AND AND ADVISION OF THE PRODUCED TO WHERE ASSOCIATION TO MAINTAIN PROPERTY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OF ADVISION AND ADVISION ADVISION ADVISION ADVISION ADVISION ADVISION ADVISION ADVISION ADVISION AND ADVISION ADVISIONA ADV
- ESTABLISHMENT OF AN MSBL ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIOUAL LOT DWNER AND/OR THE PROPERTY OWNERS' ASSOCIATION TO
- 6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE LASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTEANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, NORVYER, NO SUCH CONSTRUCTION, PROTALIZION, MAINTEANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFICIE WITH IN FEASURES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PRINCE/THEW, THE REVEAT A CARE TRADING COMMON COMMON DAMASES THE FACILITIES OF A PRINC UTUENT, THE SHALL BE SOLLY RESORDINGE FOR THE DAMAGES, THIS STOLED SHALL HOT PAY TO THOSE PRINCE TAXAMINIS TO MANAFES THE FACILITIES OF A PRINCE OF A PARTICUAR LECTRE, TELEPHONE, GAS, OR THER PRINCE UTUEN, SUCH COMPTRUCTION, INSTALLATON, MINITANING, MO OPERATION SHALL COMPLY WITH THE NILLODING LECTRE, AND CORE AD OPTIOR TO THE REVEALED COMMON DAMASES THE FACILITIES OF A PRINCE ON A PARTICUAR THIS THE REVEALED COMMENT. SUCH COMPT AND THE REVEALED COMPLY AND THE REVEALED COMPLY AND THE REVEALED COMPLY
- THERE IS HEREBY DEDICATED OVER AND ACROSS ALL LOTS AND TRACTS SHOWN HEREON ABUTTING AND CDINCIDENT WITH A PUBLIC STREET RIGHT OF WAY A 10' PERPETUAL NON-EXCLUSIVE PUBLIC UTILITY EASEMENT CONTIGUOUS WITH SUCH PUBLIC STREET RIGHT OF WAY (UNLESS OTHERWISE NOTED). FOR PURPOSES OF THIS PLAT, THE TERM "PUBLIC UTILITY" SHALL MEAN ELECTRIC, TELEPHONE, TELECOMMUNICATIONS AND CABLE TELEVISION SERVICES
- BREVARD COUNTY SHALL NOT HAVE ANY RESORDEDUTY EQUIPORT THE AMATERIANCE, ESHIB AND/OR RETIONATION OF ANY OMANGE. STORM AND REP PRES, STORM AND RESORDED TO ANY OMANDE STORM AND REPORT MANAGEMENT FOUNDES USED WITHIN THE HAVET OF MAN BAUGHT AND REPORT AND REPORT AND RESORDED TO ANY OTHER AND REPORT AND REPORT AND REPORT AND REPORT AND REPORT AND REPORT AND RESORDED TO ANY OTHER AND REPORT AND REPORT AND REPORT AND REPORT AND REPORT AND REPORT AND RESORDED TO ANY OTHER AND REPORT AND REPORT AND REPORT AND REPORT AND REPORT AND RESORDED TO ANY OTHER AND REPORT TO THE EXTENT THAT ANY DRAINAGE PIPES OR RELATED STRUCTURES ARE LOCATED WITHIN THE RIGHT-OF-WAY OF THE PUBLIC ROAD DRAINING INTO SUCH DRAINAGE FACILITIES, BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY
- 9. LANDS DESCRIBED HEREIN ARE SUBJECT TO THE FOLLOWING:
- 1 DUDA/DISTRICT CANAL SYSTEM DRAINAGE FASEMENT RECORDED IN DEFICIAL RECORDS BOOK 3249, PAGE 503, AS MODIFIED BY FIRST DUDADISTICT CANAL STATIM DRAINNEE DESEMBNT IRCORDD IN OFFICIAL RECORDS JORE 329, ANGE 503, A MODIFLO 97 HIST MARENDERM TECORDE IN OFFICIAL RECORDS SIOS X69, ANG. ANG 334, SECOND AMMONINE RECORDE ID ANGELAI RECORDS SIOS X377, PAGE 593, THIPD AMENIMINT RECORDE IN OFFICIAL RECORDS SIOCI 3377, ANGE 647, ICUUITI MODIFCIATOR RECORDE IN OFFICIAL RECORDS SIOCI 4329, THIPD AMENIMISTI RECORDE IN OFFICIAL RECORDS SIOCI 3377, ANGE 647, ICUUITI MODIFCIATOR RECORDE IN OFFICIAL RECORDS SIOCI 4329, THIPD AMENIMISTI RECORDE IN OFFICIAL RECORDS IN OFFICIAL RECORDS SIOCI 3377, AND MODIFCIATOR RECORDE IN OFFICIAL RECORDS SIOCI 4339, FASE SING SING X174, MODIFCIATOR RECORDE IN OFFICIAL RECORDS SIOCI 4337, RECORDE IN OFFICIAL RECORDS SIOCI 4339, FASE SING X174 MODIFCIATOR RECORDE IN OFFICIAL RECORDS SIOCI 5317, FASE SIGOT MODIFCIANU RECORDS IN OFFICIAL RECORDS SIOCI 4337, AND SING SING X174, MODIFCIANO RECORDE IN OFFICIAL RECORDS SIOCI 5337, RECORDE IN OFFICIAL RECORDS SIOCI 549, FASE SING X174, MODIFCIANO RECORDE IN OFFICIAL RECORDS SIOCI 5317, FASE SIGOT SIOCI 549, FASE SING FACEDORES OF SIGNARD COMPUT, FILODA DE LIVENTIM MODIFCIANO RECORDE IN OFFICIAL RECORDS DI OFFICIAL RECORDS SIOCI 5377, FASE SING X174, MODIFCIANO RECORDE IN OFFICIAL RECORDS SIOCI 5377, FASE SING X174, MODIFCIANO RECORDE IN OFFICIAL RECORDS SIOCI 5377, FASE SING X174, MODIFCIANO RECORDE IN OFFICIAL RECORDS DI OFFICIAL RECORDS SIOCI 5377, FASE SING X174, FASE SING X174, MODIFCIANO RECORDE IN OFFICIAL RECORDS SIOCI 5377, FASE SING X174, FASE SI
- IL. CANAL MAINTENANCE AGREEMENT RECORDED IN DEFICIAL RECORDS BODK 6384, PAGE 281, PUBUC RECORDS OF BREVARD COUNTY, FLORIDA.
- 10. TRACT A SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR INGRESS AND EGRESS TO LOTS 1 AND 2, BLOCK A, UTILITIES, STORMWATER DRAINAGE FACILITIES, SIDEWALKS, LANDSCAPING AND RELATED IMPROVEMENTS.
- 11. TRACTS C, C-1 AND C-2 SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR INCE IN ACCORDANCE WITH THE DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT, AS AMENDED, DESCRIBED IN PLAT NOTE 903 ABOVE AND THE CANAL MAINTENANCE AGREEMENT DESCRIBED IN PLAT NOTE 910 ABOVE.
- 12. TRACT F SHALL BE DWINED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR STORMWATER DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND ASSOCIATED IMPROVEMENTS.
- 13. TRACT G SHALL BE DWINED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR SIGNAGE, LANDSCAPING, IRRIGATION, UTILITIES AND ASSOCIATED IMPROVEMENTS
- 14. TRACT F1 IS RESERVED FOR VEHICULAR ACCESS AND ASSOCIATED DRIVEWAY IMPROVEMENTS, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS; AND SHALL BE OWNED AND MAINTAINED BY THE VIERA COMPANY, ITS ASSIGNS AND SUCCESSDRS IN TITLE.
- 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 1863 AND READUISTED IN 1999 (INAD63599).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PRÓMARK 2 GPS RECEIVERS WAS PERFORMED ON 120404. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTEC SQUUTIONS VERSION 2.7 THE STATIONS SHOWN BEJOW WREE HELD FASED IN THE NETWORK ADJUSTMENT.

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- 1	1 95 73A64	AX2848	1,418,452,318	431,735 530	746,854,0344	227,641.565	26"13"48.22765"	060'43'06.11244"	0.99995250	(+)0*07*59.6*

THE COORDINATE VALUES BHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODER/LAND DEVELOPMENT DESKTOP A PROJECT SOLE FACTOR OF SIMMINGO WAS USED TO CONVERT GROUND OSTANCE TO GRO DISTANCE. THE DISTANCES SHOWN ON THIS FALL ARE ORDAND DISTANCES. THE PROJECT SOLE FACTOR ON BE BYNE TO CONVERT THE GOUND DISTANCE TO GRO DISTANCE. ALL OF THE VULKIES SHOWN ARE EXPRESSED VI S SAVETTERE.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBLINATION OF STREET MEDIES AND WELL WING CONSTRUCT THE CONTROL OF THE SUBLINATION OF THE SUBLINATION.

- 15. TRACT F2 IS RESERVED FOR LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS; AND SHALL BE OWNED AND MAINTAINED BY THE VIERA COMPANY, ITS ASSIGNS AND SUCCESSORS IN TITLE.
- TRACT OS3/4 SKALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR STORMWATER DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION, OPEN SPACE, RECREATION AND ASSOCIATED IMPROVEMENTS.
- 17. TRACT 8 SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC, AND IS RESERVED FOR PARX AND RECREATION FACILITIES AND ASSOCIATED PARKING, UGHTING, LANDSCAPING, AND IRRIGATION IMPROVEMENTS.
- 18. FOR JOINDER IN DEDICATION, SEE DEFICIAL RECORDS BOOK _____ PAGE _____ PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA 19. THE SIGNAGE AND LANOSCAPE EASEMENTS DEPICTED AT THE NORTHEAST CORNER OF LOT 1. BLOCK B. THE NORTHWEST CORNER OF LOT 1. BLOCK C.
- AND THE SOLUTIONEST CORRER OF LOT 1 BLOCK E ARE DEDICATED TO THE CENTRAL VIERA COMMUNITY ASSOCIATION. INC. FOR TH CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF SIGNAGE, LANDSCAPING, IRRIGATION AND ASSOCIATED
- DESCRIPTION OF VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1

A PORTION OF TRACT "E", STADIUM EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGE 15 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 25 SOUTH RANGE SE EAST AND SECTION 4, TOWNSHIP 25 SOUTH RANGE 39 EAST, BREVARD SOUTHY, FLORIDA, DAN BEINK MORE PARTICLARLY DESCRIBED AS FLOLONG:

Beyonstreed or investmentation insuf-Commun Ward Section No. 2023, FRANCIAL PROJECT NO. 4820-51, SARU MATE VACADEMIC INFO. 4820, SARU MATE VACADEMIC INFO. 4820-51, SARU MATE VACADEMIC INFO. 4820, SARU MATE VACADEMIN

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER: MARKED AS NOTED
- FOUND (FD) 4"x4" CONCRETE MONUMENT (CM), STAMPED "PRM LIN905", UNLESS OTHERWISE NOTED
- SET 4"x4" CONCRETE MONUMENT (CM); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
 - SET 5/8" IRON ROD AND CAP, STAMPED "PRM-LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (MAG NAIL & DISK) STAMPED "PCP L84005", UNLESS OTHERWISE NOTED

			TRACT AREA SUMMERY	BOC	BEGINNING OF CURVE CHORD BEARING		
			The Anen summer?	CDD	CENTRAL DRAINAGE DISTRICT		
75	RACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY	CH CM DEL	CHORD LENGTH	
Ţ	RACT A	±0.39	INGRESS/EGRESS ACCESS, UTILITIES, DRAINAGE FACILITIES, SIDEWALKS, LANDSCAPING AND ASSOCIATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.		CONCRETE MONUMENT CENTRAL/DELTA ANGLE PRIVATE ORAINAGE EASEMENT	
7	RACT B	±0.47	PARK AND REGREATION FACILITIES AND ASSOCIATED PARKING, LIGHTING, LANDSCAPING, AND IRRIGATION IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.	OE E FOC	EAST END OF CURVE	
Π	RACT C	±1.44	STORMWATER CONVEYENCE, LANDSCAPING, SIDEWALK & SIGNAGE	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.	ESMT FO FDOT FT LB NTI NTS	EASEMENT	
TR	ACT C-1	±0.73	STORMWATER CONVEYENCE, LANDSCAPING, SIDEWALK & SIGNAGE	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.		FOUND FLORIDA DEPARTMENT OF TRANSPORTATION	
TR	ACT C-2	±0.97	STORMWATER CONVEYENCE, LANDSCAPING, SIDEWALK & SIGNAGE	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.		FOOT/FEET LICENSED BUSINESS NORTH NON-TANGENT INTERSECTION NOT TO SCALE	
т	RACT D	±0.04	SANITARY SEWER LIFT STATION	BREVARD COUNTY			
TR	RACT F	±1.73	DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND ASSOCIATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION, INC			
TF	RAC7 F1	±0.08	INGRESS/EGRESS ACCESS, UTILITIES, DRAINAGE FACILITIES, SIDEWALKS, LANDSCAPING AND ASSOCIATED IMPROVEMENTS	THE VIERA COMPANY, ITS SUCCESSORS AND/OR ASSIGNS		OFFICIAL RECORDS BOOK PLAT BOOK	
TF	RACT F2	±0.23	LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS	THE VIERA COMPANY, ITS SUCCESSORS AND/OR ASSIGNS	PCC	POINT OF COMPOUND CURVATURE PERMANENT CONTROL POINT	
Π	RACT G	z0.32	SIGNAGE, LANDSCAPING, IRRIGATION, UTILITIES AND ASSOCIATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.	PKD	PARKER-KALEN NALL AND DISK POINT OF BEGINNING	
TRA	ACT OS3/4	±33.16	DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION, RECREATION, DPEN SPACE AND ASSOCIATED IMPROVEMENTS	CENTRAL VIERA COMMUNITY ASSOCIATION, INC.	POC	POINT OF COMMENCEMENT POINT OF REVERSE CURVATURE	
					PG(S)	PAGE(S)	
	COM	UNED	CONVERGENCE		R	RADIUS	



ABBREVIATIONS

RIGHT-OF-WAY

WATER MAIN EASEMEN

B.S.E. CONSULTANTS, INC. CONDUCTAL: NONIXCOMO LAND DIVISION DESIGNDRAVINI HI DESIGNDRAVINI HI DESIGNDRAVINI HI DRAVING 11371_3 PROJECTA 11371

RAWING# 11371_301_00 ROJECT# 11371

SOUTH SANITARY SEWER EASEMENT WEST

SEC SECTION

SSE

MAR

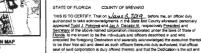
MINUTES/EFFT

DEGREES

(NR) NOT RADIAL

AC ACRES ARC LENGTH

SECONDS/INCHES



IN WITNESS WHEREOF, I have hereunto sel my hand and soal on the above date.	ļ
NOTARY PUBLIC MARY FULLA MCREAM	
Mary Ellen McKibben Notary Public, State of Fionda My Comm. Expines July 25, 2019 Comm. No. FF228590	6

CERTIFICATE OF SURVEYOR

18500018 PLAT BOOK ____, PAGE _

SHEET 1 OF 7 SECTION 4, TOWNSHIP 26 SOUTH, RANGE 30 EAST AND SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST DEDICATION KNOW ALL MEN BY THESE PRESENTS, The Viera Company, being the owner in

VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1

VIEND BOULE VARUE OUMMERAURU, LENN EIN PARKE Interly édoltais a biola fait for fait sus and plants there man persed and detalatists the right-d-ways for IAAX ANDREW DIKK, LINKESS FLACT, OMRT ALB, and POMARA DRIVE to Bervard County for platikus, and addita Register and a stranding service that attrains the rand the parket identified accentral for platicity one as shown hereas to load registering and hereit dedicated or planted to be public, uscept an otherwas approximation for and hereas dedicated on planted to be public, uscept an otherwas approximation and anther dedicated on planted to be public, uscept an otherwas approximation and common amas shown hereas the one data of nanitalized plankiely or a dearbition levee. All the the public and benevic County shall have a strained thereas.

OFNIE

the service of the lands of

NOOM ALL MEN BY THESE PRESENTS. That the undersystematic terms a biomedia preference and associated magnetic data in the OTOXIDID the coordinate the biomedia travers of the lends shown on the updatement and the lab code of update with all of the simulation of the updatement and the lab code of update with all of the simulation of Chapter 177, part 1, given a Standau, and Courty and all of the updatement and the lab code of update with all of the simulation of the lab code of update to the Bible E exception. Code of the Bible E exception of the simulation of the Bible E exception. Simulation of the simulation of the simulation. Human: LB 000080000.
CERTIFICATE OF COUNTY SURVEYOR
I HEREBY CERTIFY, That I have reveweed the foregoing plat and thick is in conternity with Drepter 172, part 1, Fonda Statutes and County Ordinance 02-2641(c)(d) as amended.
Michael J. Sweeney, Professional Surveyor & Mapper No. 4870
CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS
THE IS TO CERTIFY. The the board of County Conversions having county cyhord-way for LASE ADRENG UNITY, HANKESS THAC, OMATE LAKE and PORMAD, DRVIE to Reveal County for public say, including for randways, dimlang facilities, utilisis and associated purposes. TRACE of a s Swraty Sweet If Sation site and the public sidewalk esciences dedicated for public use on this plat.
Rita Prichett, Chairman of the Board
ATTEST: Clerk of the Board
CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

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

	Chainnan of the Boar
ATTEST	

Clerk of the Board

CERTIFICATE OF CLERK

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

ATTEST

Clerk of	the	Circuit	Court	ın	and	for	Brevard	County, F	la.



