Subdivision No. 20SD00003 / 30 Fm 00008 Project Name Bromley Drive Extension - A Replat of Lot 2

Block A, Bromley Drive Center

Subdivision Infrastructure Contract

THIS CONTRACT entered into this 22^{ncl} day of <u>December</u> 20<u>30</u>, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and <u>The Views 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:

and all other improvements depicted in subdivision number <u>20SD00003</u> <u>20Fm00008</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>November</u>, 2021.

- 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>\$986,830.41</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 <u>five (5)</u> <u>business days of the County's acceptance of this contract</u>. 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, FLORIDA

Rita Pritchett, Chair.

As approved by the Board on: DEC. 22 , 2020.

WITNESSES:

Mary Ellen ME Kibben Mary Ellen HE Kibben

P. Pros KAREN P. PROSSER

PRINCIPAL: The Viera Company

Pokryana, as President

DATE

State of: _____ County of: Brevard

The foregoing instrument was acknowledged before me this 244 day of Nov 20 20, by Todd J. Pokrycon, Pres who is personally known to me or who has produced as identification and who did (did not) take an oath.

My commission expires:

SEAL

Commission Number:



Mary Sllen McKibber Notary Public

Notary Name printed, typed or stamped

Bond # 107275605

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>\$986,830.41</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 $\frac{\partial \mathcal{Y}^{n}}{\partial \Delta}$ day of $\frac{\partial \mathcal{Y}^{n}}{\partial \Delta}$, 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>November 30th</u>, <u>2021</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 CONN.

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EXECUTED this TTD day of Morrember, 2020.

OWNER:

Fodd J. Pokrywa, President

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Christine Payne, Attorney-in-Fact

THE VIERA COMPANY

SURETY:



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-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.



Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, 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 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, 2021



Bv.

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 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, 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 cartificate 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 16th day of November 2020



Kan E. Hughen 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 this Power of Attorney is attached.

20FM00008 PAGE

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the foregoing plat was

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BROMLEY DRIVE EXTENSION

BEING A REPLAT OF A PART OF LOT 2, BLOCK A, BROMLEY DRIVE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING & BEING IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF N26'09'52'W ON THE EASTERLY LINE OF TRACT "B". BROMLEY DRIVE CENTER, AS RECORDED IN PLAT BOOK 58, PAGE 11, PUBLIC RECORDS OF BREVARD CONTY, FLORIDA.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177 091(8) & 177.091(9). BREVARD COUNTY VERTICAL CONTROL MARK G6B63 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA, CONTACT THE BREVARD COUNTY SURVEY AND MAPPING DEPARTMENT
- BREVARD COUNTY MANDATORY PLAT NOTES
- AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.

- REQUITIONS AS EXSENSITY TO THE COMMON AREA MUST BE GRAVITED TO BREVAND COMMIT YING TO ESTABLISHIPTIO F AN IAGUI TO ESTABLISHIPTIO F AN IAGUI TO ESTABLISHIPTIO F AN IAGUI CERTAN STORMARTES DANIANGE AND RINGATIONE ASSEMENT ASSEEDED TO TOTIC TERTAN STORMARTES DANIANGE AND RINGATIONE ASSEMENT ASSEEDED TO TOTIC CERTAN STORMARTES DANIANGE AND RINGATIONE ASSEMENT ASSEEDED TO TOTIC CERTAN STORMARTES DANIANGE AND RINGATIONE ASSEMENT ASSEEDED TO TOTIC CERTAN STORMARTES DANIANGE AND RINGATIONE ASSEMENT ASSEEDED TO TOTIC CERTAN STORMARTES DANIANGE AND RINGATIONE ASSEMENT ASSEEDED TO AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK SSB, PAGE 4422, ALL IN THE FAILUC RECORDE OF BREAMED COMMITY. FUNCTIONEL THE "DESTINITION AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIANATER AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIA STORMANTER AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIA STORMANTER AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIA STORMANTER AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIA STORMANTER AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIA STORMANTER AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIESTICICIDORS OF CONTING AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIESTICICIDADES AND MAINTEN AND MAINTENANCE OF DRAINAGE AND LIFE" STORMARTES DANIESTICICIDADES STORMANTES AND MAINTENANCE OF DRAINAGE AND LIFE" DONARDES DISCUMPTO AND RESTICICIDADES AND LIFE AND STRUCTURES ASSOCIATED WITH THE EXISTING DRAININGE EASEMENT ARE ALSO WITHIN THE BROMLEY DRAF MENT-FAW, BENCH-FAWRAND COUNTY SHALL BE RESPONSIBLE FOR MAINTAINED ONLY THOSE PIPES AND STRUCTURES THAT COWNLY DRAINAGE FROM BROMLEY DRIVE EXCEPT AS OTHERWISE SHORTICALLY MROUNDED IN THE FORECASING SENTING. BERCHAD COUNTY FALLER AND SUBSECUENT REPART OF ANY STORMWITE PIPEN REFUGIE NEEDED ULT THE FALLER AND SUBSECUENT REPART OF ANY STORMWITE PIPEN REFUGIE NEEDED ULT THE FALLER AND SUBSECUENT REPART OF ANY STORMWITE PIPEN REFUGIE NEEDED ULT THE FALLER AND SUBSECUENT REPART OF ANY STORMWITE PIPEN REFUGIE NEEDED ULT THE FALLER AND SUBSECUENT REPART OF ANY STORMWITE PIPEN REFUGIE NEEDED ULT THE FALLER AND SUBSECUENT REPART OF ANY STORMWITE PIPEN REFUGIE NEEDED ULT THE STORM WITE PIPEN STORM WITH THE RUCTURES OR ASSOCIATED STORM WITE PIPEN MAINTEES STORM WITH PIPEN STORMWITE REFUCIENCE ON ANY FORMANCE RESTORMWITE MAINTEES STORM WITH PIPEN STORM WITH THE RUCTURES ON ASSOCIATED STORM WITE PIPEN REFUGIES AND AND ANY FR MAINTEES STORM WITH PIPEN STORM WITH THE RUCTURES ON ANY FORM WITH PIPEN REFORMER CONTROL TO ANY AND AD THE MAINTENANCE ADALEMENT WITH THE REFORMER AND AND ANY FR MAINTEES STORM WITH PIPEN STORM WITH THE RUCTURES ON ANY FORM WITH PIPEN REFORMER AND AND ANY FR MAINTEE PIPEN REFORMED AND ANY FORMATION OF ANY FORMANCE AND AND ANY FR MAINTEES STORM WITH PIPEN REFORMER AND AND AND ANY FR MAINTEES AND AND ANY FRANCHTER AND ANY FR MAINTEES AND ANY FRANCHTER AND ANY FRANCHTER AND AND ANY FR MAINTEES AND ANY FRANCHTER AND ANY FRANCHTER AND ANY FR MAINTEES AND ANY FRANCHTER AND ANY FRANCHTER AND ANY FRANCHTER AND ANY FR MAINTEES AND ANY FRANCHTER AND ANY
- CENTRAL VIERA COMMUNITY ASSOCIATION, INC. IS GRANTED A NON-EXCLUSIVE EASEMENT CENTRAL VIEWA COMMUNITY ASSOCIATION, INC. IS GRANTED A NON-EXCLUSIVE EASEMENT VIEWA THE DRAWLE EXCLUSIVE TAR HETERENCE ON A PAY NOTE & ABOYA MAD GRANAL REPARING DRANKGE FACILITIES LOCATED WITHIN SUCH EASEMENT REPARING DRANKGE FACILITIES LOCATED WITHIN SUCH EASEMENT AREA, IN THE EVERT OF SUCH MINITEMANE. AND REPARINE YOU FOR THAT WAS AN AND/OR RESTORATION OF BROMLEY DRIVER REQUIRED COMPETING THE REPARA AND/OR RESTORATION OF BROMLEY DRIVER REQUIRED COMPETING THE REPARA AND/OR RESTORATION OF BROMLEY
- TRACTS A & B SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND ARE RESERVED FOR LANDSCAPING, IRRIGATION FACILITIES, HARDSCAPE, SIGNAGE AND ASSOCIATED IMPROVEMENTS.

| TRACT SUMMARY TABLE | | | | | |
|---------------------|-----------------|--|--|--|--|
| TRACT ID | AREA (ACRES) | USE OF TRACT | OWNERSHIP AND MAINTENANCE ENTITY | | |
| TRACT A | ±0.04 AC | FOR LANDSCAPING, IRRIGATION FACILITIES, HARDSCAPE, SIGNAGE AND ASSOCIATED IMPROVEMENTS. | CENTRAL VIERA COMMUNITY ASSOCIATION, INC | | |
| TRACT B | ±0.03 AC | FOR LANDSCAPING, IRRIGATION FACILITIES, HARDSCAPE, SIGNAGE AND ASSOCIATED IMPROVEMENTS, | CENTRAL VIERA COMMUNITY ASSOCIATION, INC. | | |

STATE PLANE COORDINATE NOTES THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST

ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).

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

| DESIGNATION | PID | NORTHING | N METERS | EASTING | E METERS | N. LATITUDE | W. LONGITUDE | COMBINED SCALE FACTOR | CONVERGENCE |
|------------------|--------|---------------|-------------|--------------|-------------|-----------------|------------------|--------------------------|----------------|
| 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" |
| I 95 73A64 | AK2848 | 1,416,452.318 | 431,735.530 | 746,854.0344 | 227,641.565 | 28°13'48.22765' | 080*43'06.11244" | 0.99995250 | (+)0"07" 59.6" |

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THE COORDINATE VALUES SHOWN ON THE PLAI JOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP. A PROLE SACLE FACTOR OF SOMBOIDS WAS USED TO CONVERT FOR GOUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAI ARE ROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ON THIS PLAI ARE ROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ON THIS PLAI ARE ROUND DISTANCES. THE PROJECT SCALE 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 THE PLAT THAT MAY BE OFFICIAL DEPICTION OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS

- BREVARD COUNTY, FLORIDA 9. THE LANDS PLATTED HEREON ARE SUBJECT TO THE FOLLOWING:

 - a. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS, DEDICATIONS AND OTHER IMATTERS CONTAINED ON THE PLAT OF BROMLEY DRIVE CENTER, AS RECORDED IN PLAT BOOK 58, PAGES 11 AND 15, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVISTANTONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25, 1994 IN OFFICIAL RECORDS BOOK 3409, PAGE 263, SAMENDED AND ROUTED JULY 25, 1994 IN OFFICIAL RECORDS BOOK 3409, PAGE 263, SAMENDED AND ROUTED TO THE DECORDED IN OFFICIAL RECORDS BOOK RELEMENT NUMERS SUNTY-OUR RECORDED IN OFFICIAL RECORDS BOOK
 - 6871, PAGE 630, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME. c. HOSPITAL/MEDICAL OFFICE RESTRICTION CONTAINED IN THE CERTAIN THIRD AMENDED RESTATED DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECOR BOOK 5885 PAGE 892, PUBLIC RECORDS OF REVANG COUNTY, FLORIDA.

 - d. DECLARATION OF RESTRICTIONS ESTABLISHING EXCLUSIVE USE RIGHTS FOR TEN YEAR EXCLUSIVE AREA RECORDED JULY 11, 2011 IN OFFICIAL RECORDS BOOK 6415, PAGE 1892 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - FOR JOINDER IN DEDICATION SEE OFFICIAL RECORD BOOK _____ PAGE _____ RECORDS OF BREVARD COUNTY. PUBLIC

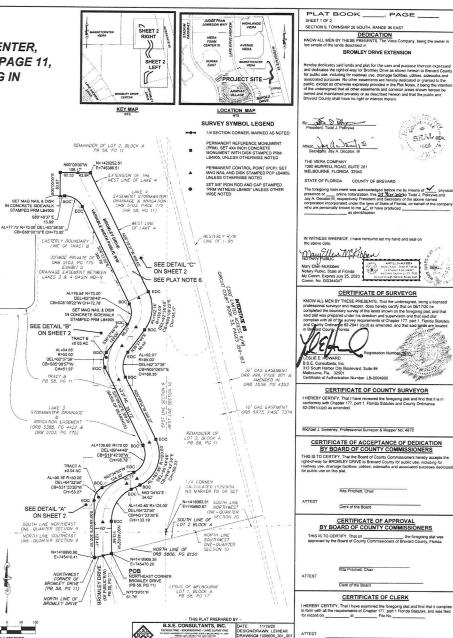
DESCRIPTION

PART OF LOT 2. BLOCK A, BROMLEY DRIVE CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 9, TOWNSHIP 25 SOUTH RANGE 35 EAST, BREVARD COUNTY FLORIDA BEING MORE PRATICULARLY DESCRIBED AS FOLLOWS

<text><text>

| | ABBREVIATIONS | ABBREVIATIONS | | | |
|--------|---------------------|---------------|-----------------------|--|--|
| \sim | MINUTES/FEET | FD | FOUND | | |
| • | SECONDS/INCHES | LB | LICENSED BUSINESS | | |
| • | DEGREES | N | NORTH | | |
| R) | NOT RADIAL | NTS | NOT TO SCALE | | |
| C | ACRES | OR/ORB | OFFICIAL RECORDS BOOK | | |
| AL. | ARC LENGTH | PB | PLAT BOOK | | |
| С | BEGINNING OF CURVE | PCP | PERMANENT CONTROL PO | | |
| в | CHORD BEARING | POB | POINT OF BEGINNING | | |
| н | CHORD LENGTH | PG(S) | PAGE(S) | | |
| м | CONCRETE MONUMENT | B | RADIUS | | |
| EL. | CENTRAL/DELTA ANGLE | R/W | RIGHT-OF-WAY | | |
| Æ | DRAINAGE EASEMENT | S | SOUTH | | |
| E | EAST | W | WEST | | |
| с | END OF CURVE | WME | WATER MAIN EASEMENT | | |

1 INCH = 100 FEET



CONSULTING - D

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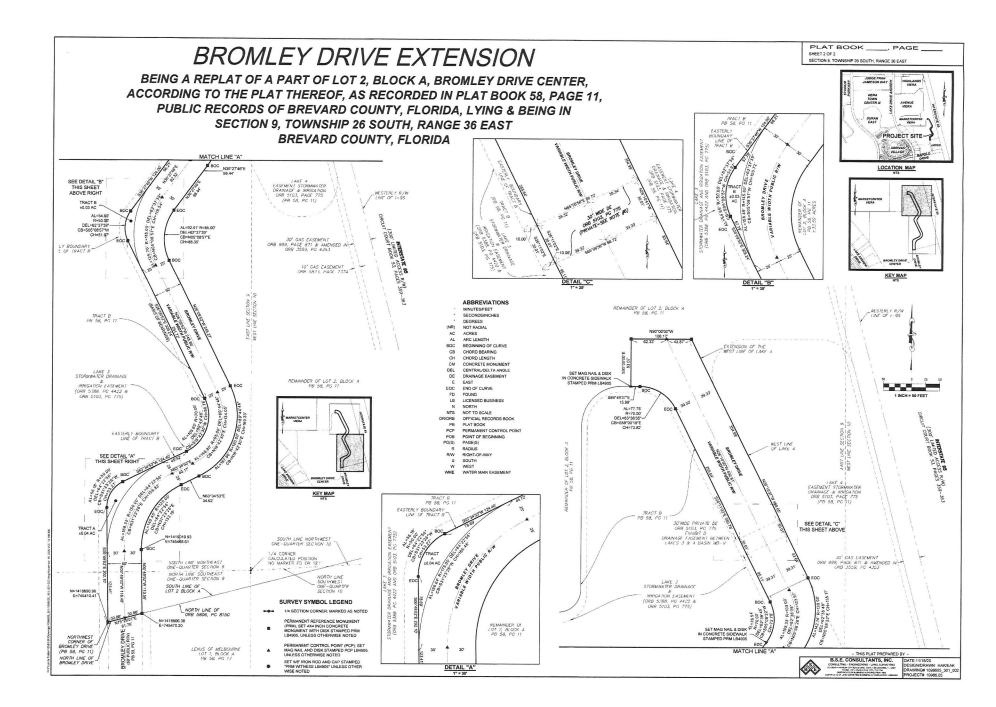
OJECT# 10986.0

Clark of the Denud 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 Flonda Statutes, and was filed

14

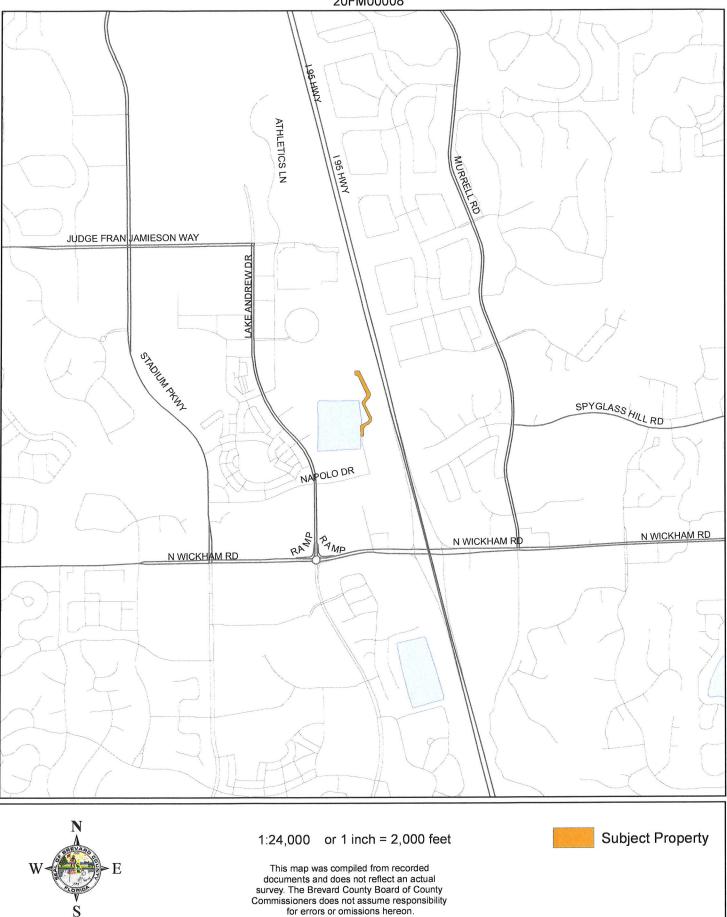
on Number, LB-0004905





LOCATION MAP

BROMLEY DRIVE EXTENSION 20FM00008



Produced by BoCC - GIS Date: 11/24/2020