

Subdivision No. 16SD00006/17ER00020/ Project Name Stonecrest Phase 4

18ER00008/18ER00025/20Fm00007

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 22nd day of December 2020, 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:

18SD00006/17ER00020/18ER00008/18ER00025.

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 30th day of December, 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 \$ 1,047,374.69 . 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:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk




Rita Pritchett, Chair

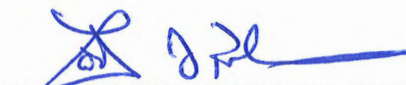
As approved by the Board on: Dec. 22, 2020.

WITNESSES:


PRINCIPAL: The Viera Co.



Mary Ellen McKibben



Todd J. Pokrywa, as President



KAREN P. PROSSER

11-24-20

DATE

State of: Florida

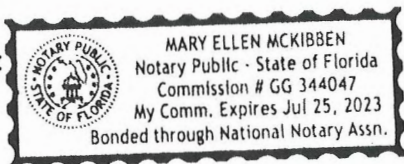
County of: Brevard

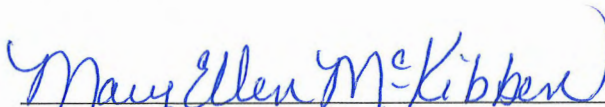
The foregoing instrument was acknowledged before me this 24th day of Nov. 2020, by Todd J. Pokrywa, Pres. who is personally known to me ~~or who has produced~~ as identification and who ~~did~~ (did not) take an oath.

My commission expires:

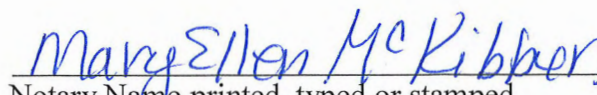
S E A L

Commission Number:





Notary Public



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 \$1,047,374.69 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 24th day of Nov, 2020, which contract is made a part hereof by reference.

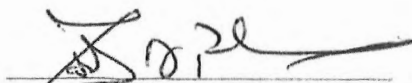
NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by December 30th, 2021 then this obligation shall be null and void, otherwise it shall remain in full force and effect,

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.

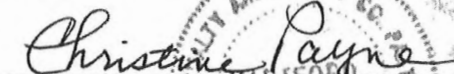
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's

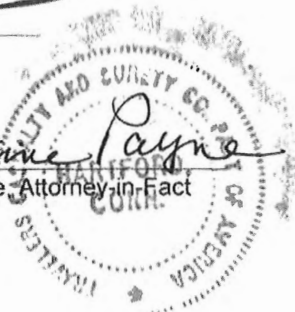
EXECUTED this 24th day of Nov. 20

OWNER: THE VIERA COMPANY


Todd J. Pokrywa, President

SURETY:


Christine Payne, Attorney-in-Fact





**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.

By: _____

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



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, 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 20th day of **November**, 2020



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.**

STONECREST AT ADDISON VILLAGE-PHASE 4

SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT NOTES:

- BEARINGS ARE BASED ON THE SOUTH LINE OF STONECREST AT ADDISON VILLAGE-PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 17, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ASSUMED AS 562°37'39"W.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.09(1)(b) & 177.09(1)(c).
- BREVARD COUNTY VERTICAL CONTROL MARK 65852 IS LOCATED NEAR THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND TRAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- BREVARD COUNTY MANDATORY PLAT NOTES:
 - AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORM WATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
 - EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS' ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS ON OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN AREA.
 - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.
- THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
 - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25, 1994 IN OFFICIAL RECORDS BOOK 3409, PAGE 632, AS AMENDED BY THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY SUPPLEMENTAL DECLARATION AND FOURTEENTH AMENDMENT TO THE DECLARATION AND ANNEXATION AGREEMENT NUMBER SIXTY-FOUR RECORDED IN OFFICIAL RECORDS BOOK 4871, PAGE 630, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
 - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR STONECREST NEIGHBORHOOD AREA RECORDED IN OFFICIAL RECORDS BOOK 8128, AT PAGE 49, IN THE PUBLIC RECORDS OF BREVARD COUNTY, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
 - NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2006, AS RECORDED IN OFFICIAL RECORDS BOOK 5683, PAGE 2029, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 6081, PAGE 1354, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT DATED MAY 1, 2013 AS RECORDED IN OFFICIAL RECORDS BOOK 6879, PAGE 1970, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ADDISON VILLAGE CLUB RECORDED IN OFFICIAL RECORDS BOOK 7197, PAGE 2732, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE FURTHER AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC UTILITY SERVICE COMMISSION.
- THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF LOT 18, A 10' WIDE PERPETUAL PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), FOR PURPOSES OF THIS PLAT, THE TERM "PUBLIC UTILITY" SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., AT&T, AND CY OF VIERA LLP (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
- A 5' WIDE PRIVATE DRAINAGE EASEMENT ALONG THE SIDE LOT LINES OF EACH LOT SHOWN HEREON (UNLESS OTHERWISE NOTED), TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH, IS HEREBY GRANTED TO STONECREST NEIGHBORHOOD ASSOCIATION, INC. FOR THE MAINTENANCE OF A DRAINAGE SWALE IN ACCORDANCE WITH THE SUBDIVISION DESIGN APPROVED BY BREVARD COUNTY. SUCH SWALES SHALL BE MAINTAINED AS PROVIDED IN THE NEIGHBORHOOD AREA DECLARATION REFERENCED IN NOTE 68 ABOVE AND THE FOREGOING EASEMENT GRANTED TO SUCH ASSOCIATION SHALL BE CONSTRUED AS PROVIDING SUCH ASSOCIATION THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM SUCH MAINTENANCE, TO FACILITATE THE EFFECTIVE MAINTENANCE OF SIDE YARD SWALES, PLANTING TREES, SHRUBBERY OR LANDSCAPING (OTHER THAN SOD) WITHIN THE EASEMENT AREAS REFERENCED IN THIS PLAT NOTE IS PROHIBITED. ALL OTHER DRAINAGE EASEMENTS SHOWN HEREON ARE GRANTED TO THE VIERA STEWARDSHIP DISTRICT AS PROVIDED HEREON AND SHALL ALSO BE VEHICULAR AND PEDESTRIAN ACCESS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF MASTER STORMWATER MANAGEMENT FACILITIES AND ASSOCIATED IMPROVEMENTS LOCATED WITHIN SUCH EASEMENT AREAS.
- DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
- THE DRAINAGE EASEMENTS SHOWN ON LOTS 18, 2, 4, 6, 8, 10, 12, 14, 16 & 17 BLOCK C ARE NONEXCLUSIVE AND GRANTED TO THE VIERA STEWARDSHIP DISTRICT IN FURTHERITY FOR THE INSTALLATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF DRAINAGE IMPROVEMENTS; TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS THEREWITH, NO FENCES, LANDSCAPING (OTHER THAN SOD), POOLS, PATIOS, ENCLOSURES, SLABS, POOL PUMPS, COMPRESSORS AND OTHER IMPROVEMENTS MAY BE INSTALLED OR CONSTRUCTED WITHIN SUCH EASEMENTS, WITHOUT LIMITING THE FOREGOING SENTENCE, THE PLANTING OF ANY TREE OR SHRUB WITHIN THE DRAINAGE EASEMENTS REFERENCED IN THIS NOTE IS PROHIBITED.
- ALL DRAINAGE EASEMENTS DESCRIBED HEREON SHALL BE PRIVATE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF ANY SUCH PRIVATE DRAINAGE EASEMENT, AND SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE VIERA STEWARDSHIP DISTRICT OR STONECREST NEIGHBORHOOD ASSOCIATION, INC. AS EXPRESSLY PROVIDED ON THIS PLAT OR AS PROVIDED IN OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BREVARD COUNTY IS HEREBY GRANTED THE RIGHT TO DISCHARGE DRAINAGE FROM ALL PUBLIC RIGHTS-OF-WAY WITHIN THE LIMITS OF THIS PLAT AND THROUGHOUT SUCH PRIVATE DRAINAGE EASEMENTS, TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES LOCATED WITHIN SUCH PRIVATE EASEMENTS ALSO CONVEY DRAINAGE FROM A PUBLIC ROAD RIGHT-OF-WAY. BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY.

- LOTS ABUTTING ANY EXISTING STORM WATER LAKE AND TRACT, OR FLOW WAYS, WETLANDS AND ANY OTHER STORM WATER MANAGEMENT FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE RIPIARIAN RIGHTS WITH RESPECT TO ANY SUCH TRACTS AND DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION, ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR AQUATIC LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
- NOTWITHSTANDING THE VIERA STEWARDSHIP DISTRICT'S RESPONSIBILITY TO OPERATE AND MAINTAIN THE MASTER STORM WATER MANAGEMENT SYSTEM CONSTRUCTED WITHIN THE LANDS PLATTED HEREUNDER AS DESCRIBED IN THE FOREGOING NOTES, THE FOLLOWING INCIDENTAL DRAINAGE FACILITIES SHALL BE OPERATED AND MAINTAINED BY STONECREST NEIGHBORHOOD ASSOCIATION, INC., TO THE EXTENT PROVIDED IN THE NEIGHBORHOOD AREA DECLARATION REFERENCED IN NOTE 68 ABOVE: (1) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, SUCH AS INLETS, CATCH BASINS AND PIPING, INSTALLED TO EXCLUSIVELY DRAIN NEIGHBORHOOD AMENITIES OPERATED AND MAINTAINED BY STONECREST NEIGHBORHOOD ASSOCIATION, INC., AND (2) AUTHORIZED DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS INSTALLED WITHIN A LOT OR TRACT TO EXCLUSIVELY DRAIN SUCH LOT OR TRACT AND/OR ADJOINING LOTS OR TRACTS.

DESCRIPTION OF STONECREST AT ADDISON VILLAGE-PHASE 4

A PARCEL OF LAND LOCATED IN SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHWEST CORNER OF STONECREST AT ADDISON VILLAGE-PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 17, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN N62°27'56"E ALONG THE SOUTH BOUNDARY LINE OF SAID STONECREST AT ADDISON VILLAGE-PHASE 2 A DISTANCE OF 215.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE WESTERLY CORNER OF TRACT A2, STONECREST 1 ADDISON VILLAGE-PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGE 36, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE ALONG THE WEST BOUNDARY OF SAID TRACT A2 THE FOLLOWING (20.00) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST), AND HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 60°55'15", A CHORD BEARING OF 80°02'33"W, AND A CHORD LENGTH OF 988.54 FEET, A DISTANCE OF 1036.69 FEET TO A POINT OF REVERSE CURVATURE, 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST), AND HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 32°23'54", A CHORD BEARING OF 81°21'43"W, AND A CHORD LENGTH OF 404.35 FEET, A DISTANCE OF 408.78 FEET TO A POINT OF REVERSE CURVATURE, 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST), AND HAVING A RADIUS OF 30.875.00 FEET, A CENTRAL ANGLE OF 92°27'29", A CHORD BEARING OF 80°22'33"W, AND A CHORD LENGTH OF 246.16 FEET, A DISTANCE OF 246.16 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST, 4) THENCE N86°22'57"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 135.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT, 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST), AND HAVING A RADIUS OF 30.740.00 FEET, A CENTRAL ANGLE OF 00°11'12", A CHORD BEARING OF 50°14'31"W, AND A CHORD LENGTH OF 100.11 FEET, A DISTANCE OF 100.11 FEET TO A POINT OF REVERSE CURVATURE, 6) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST), AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°05'59", A CHORD BEARING OF 84°21'44"E, AND A CHORD LENGTH OF 34.77 FEET, A DISTANCE OF 34.45 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST, THENCE N85°18'12"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 130.00 FEET TO A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST), AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°35'30", A CHORD BEARING OF 84°21'44"E, AND A CHORD LENGTH OF 34.77 FEET, A DISTANCE OF 34.45 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST, THENCE N85°18'12"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 130.00 FEET TO A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST), AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°35'30", A CHORD BEARING OF 84°21'44"E, AND A CHORD LENGTH OF 34.77 FEET, A DISTANCE OF 34.45 FEET TO AN INTERSECTION WITH 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STONECREST AT ADDISON VILLAGE-PHASE 4

SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

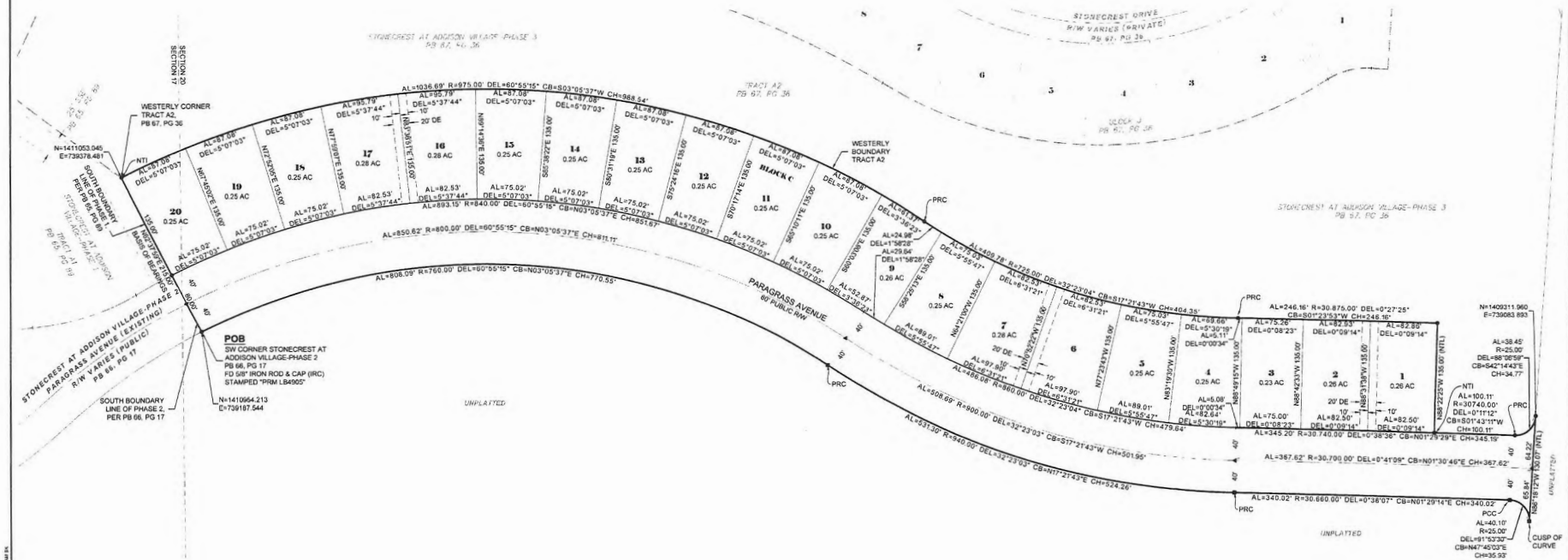
PLAT BOOK 2, PAGE 1
SHEET 2 OF 2
SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
N.T.S.



KEY MAP
N.T.S.



ABBREVIATIONS

MINUTE/FEET
SECONDS/INCHES
DEGREES
ARC LENGTH
BOC BEGINNING OF CURVE
CB CHORD BEARING
CH CHORD LENGTH
CM CONCRETE MONUMENT
CDB CIRCUIT COURT BOOK
DEL CENTRAL/DELTA ANGLE
DE PRIVATE DRAINAGE EASEMENT
E EAST
EL ELEVATION
EOC END OF CURVE

ABBREVIATIONS

EX EXISTING
FD FOUND
FT FOOT/FEET
HE HARDSCAPE EASEMENT (PRIVATE)
N NORTH
NTS NOT TO SCALE
NTI NON-TANGENT INTERSECTION
NTL NON-TANGENT LINE
(NR) NOT RADIAL
OROB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PCG POINT OF COMPOUND CURVATURE
PCP PERMANENT CONTROL POINT
PKD PARKER-KALEN NAIL AND DISK

ABBREVIATIONS

P(S) PAGE(S)
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRC POINT OF REVERSE CURVATURE
P.S.E. PUBLIC SIDEWALK EASEMENT
P.U.D. PLANNED UNIT DEVELOPMENT
P.U.E. PUBLIC UTILITY EASEMENT
R RADIUS
RW RIGHT-OF-WAY
S SOUTH
SSE SANITARY SEWER EASEMENT
TOB TOP OF BANK
W WEST

SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM 184000". UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP): SET MAG NAIL AND DISK STAMPED "PCP 184000". UNLESS OTHERWISE NOTED
- FOUND (FD) 5/8" IRON ROD AND CAP STAMPED "PRM 184000" UNLESS OTHERWISE NOTED



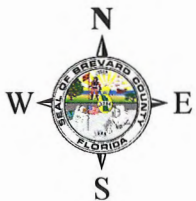
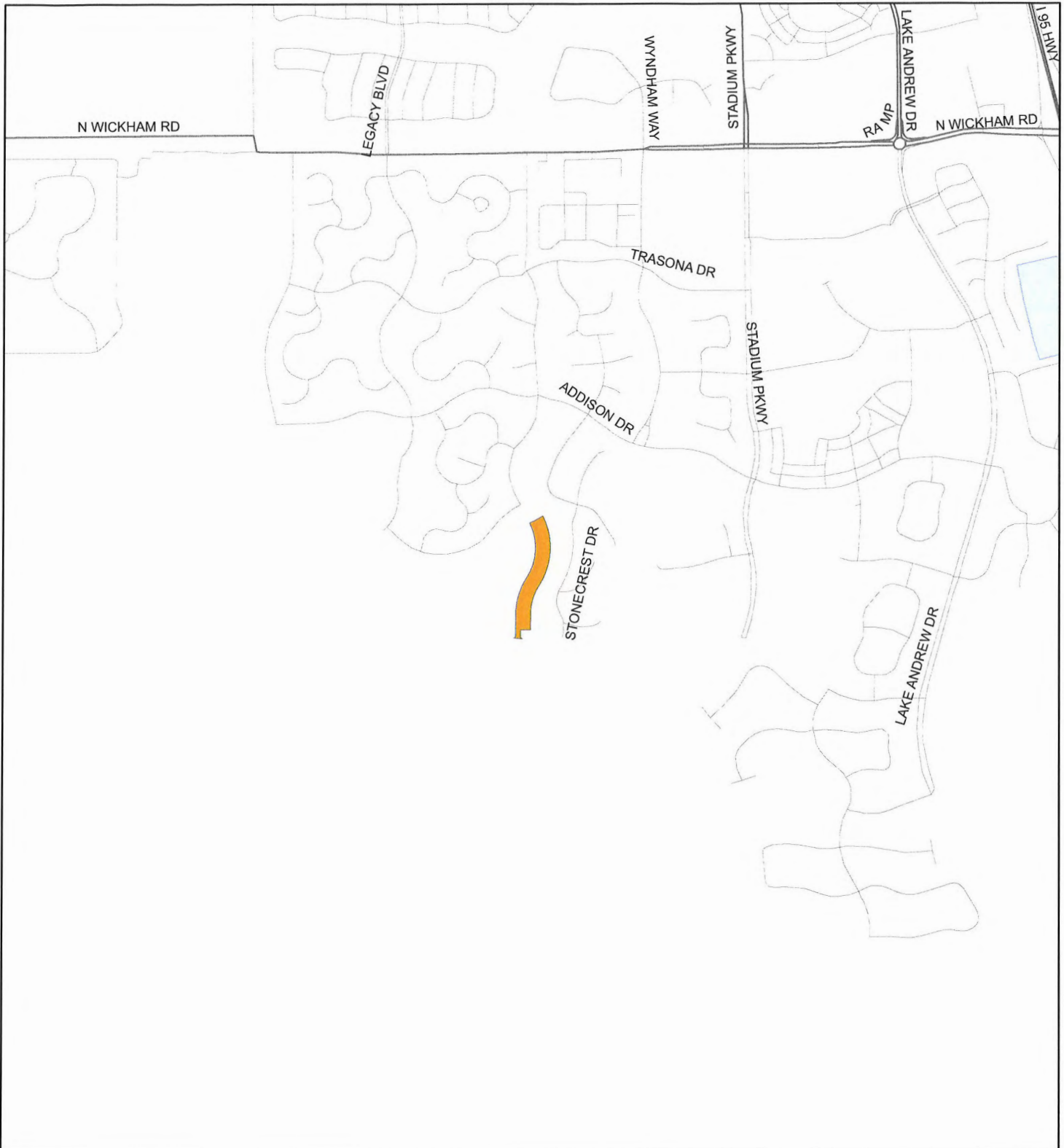
- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
DATE: 10/8/20
DESIGN/DRAWN: HAKOR
DRAWING: 112827_200_001
PROJECT: 112827


LOCATION MAP

STONECREST AT ADDISON VILLAGE - PHASE 4

20FM00007



1:24,000 or 1 inch = 2,000 feet

 Subject Property

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: 11/24/2020