

Subdivision No. 19SD00020

Project Name Viera Boulevard Commercial Center II

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 25th day of August 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 19SD00020. 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 31st day of July, 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 \$ 1,198,766.26 . 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, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Bryan Andrew Lober, Chairman

As approved by the Board on: AUG. 25, 2020.

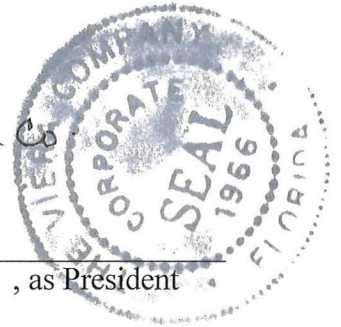
WITNESSES:



PRINCIPAL: The Viera Co



Todd J. Pokrywa, as President



8-3-20

DATE

State of: Florida

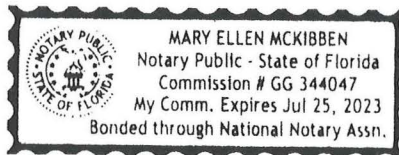
County of: Brevard

The foregoing instrument was acknowledged before me this 3rd day of August 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

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 \$1,198,766.26 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 25th day of August, 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 July 31, 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 3rd day of August, 2020.

OWNER: THE VIERA COMPANY

Todd J. Pokrywa
Todd J. Pokrywa, President

SURETY:

Christine Payne
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

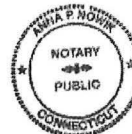
City of Hartford ss.

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 **29th** day of **July**, 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.

VIERA BOULEVARD COMMERCIAL CENTER II

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:

- BEARING REFERENCE ASSUMED BEARING OF N75°29'01"E ON THE SOUTH LINE OF VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1 ACCORDING TO PG 67, PG 46, PUBLIC RECORDS OF BREVARD COUNTY, 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 5608 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING 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.
 - 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 PROPERTY OWNERS' ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATION PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN MSBU.
 - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN.
- THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY ASSOCIATION RECORDED JULY 25, 1994 IN OFFICIAL RECORDS BOOK 3409, PAGE 624, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO 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 SERVICE COMMISSION.
- THERE IS HEREBY DEDICATED OVER AND ACROSS ALL LOTS AND TRACTS SHOWN HEREON ABUTTING AND COINCIDENT 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 THE PURPOSES OF THIS PLAT, THE TERM "PUBLIC UTILITY" SHALL INCLUDE ELECTRIC, TELEPHONE, TELECOMMUNICATIONS AND CABLE TELEVISION SERVICES, NO PERPETUAL NON-EXCLUSIVE EASEMENT IS GRANTED ALONG THE SIDE RIGHT-OF-WAY OF WILLET PLACE FROM LAKE ANDREW DRIVE TO THE TERMINUS OF THE RIGHT-OF-WAY.
- THE 20' AND 12.5' PRIVATE DRAINAGE EASEMENTS SHOWN ON LOT 3, BLOCK D ARE NON-EXCLUSIVE AND GRANTED TO CENTRAL VIERA COMMUNITY ASSOCIATION, INC. IN PERPETUITY FOR THE INSTALLATION, CONSTRUCTION, USE, MAINTENANCE, REPAIR, RECONSTRUCTION, IMPROVEMENT AND INSPECTION, MAINTENANCE AND REPAIR OF MASTER DRAINAGE IMPROVEMENTS, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS OVER AND ACROSS SUCH EASEMENT AREAS IN CONNECTION THEREWITH TO FACILITATE THE OPERATION AND MAINTENANCE OF ALL DRAINAGE IMPROVEMENTS LOCATED THEREIN BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC.
- BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY DRAINAGE, STORM WATER PIPES, STORM WATER STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF ANY DRAINAGE EASEMENT AND/OR DRAINAGE TRACT SHOWN GRAPHICALLY OR DESCRIBED IN NOTES HEREON AS PRIVATE. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE PROPERTY OWNERS' ASSOCIATION. IF ANY DRAINAGE 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 SHOWN HEREON INTO AND THROUGH SUCH PRIVATE DRAINAGE EASEMENTS AND TRACTS. 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.
- TRACT 'E' SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR LANDSCAPE, SIGNAGE, IRRIGATION, UTILITIES AND ASSOCIATED IMPROVEMENTS.
- TRACT 'I' SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR MASTER DRAINAGE FACILITIES, LANDSCAPE, IRRIGATION, UTILITIES AND ASSOCIATED IMPROVEMENTS.
- TRACT 'K' SHALL BE OWNED AND MAINTAINED BY CENTRAL VIERA COMMUNITY ASSOCIATION, INC. AND IS RESERVED FOR LANDSCAPE, SIGNAGE, IRRIGATION, UTILITIES, RETAINING WALL AND ASSOCIATED IMPROVEMENTS.
- LOT 1 AND LOT 4, BLOCK D, ARE SUBJECT TO THAT CERTAIN DECLARATION OF EASEMENT FOR EMERGENCY ACCESS RECORDED IN OFFICIAL RECORDS BOOK PAGE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, PROVIDING FOR EMERGENCY INGRESS AND EGRESS TO AND FROM LOT 4 OVER AND ACROSS AN EMERGENCY ACCESS DRIVEWAY LOCATED ON LOT 3, AS SUCH DECLARATION MAY BE HEREAFTER AMENDED IN ACCORDANCE WITH ITS TERMS; PROVIDED, HOWEVER, THAT THE EMERGENCY ACCESS DRIVEWAY AS DESCRIBED THEREIN MAY ONLY BE RELOCATED OR INTEGRATED INTO PERMANENT DRIVEWAY IMPROVEMENTS AS REVIEWED AND APPROVED BY BREVARD COUNTY.
- THE PRIVATE SIGNAGE & LANDSCAPE EASEMENT AREA DEPICTED AT THE SOUTHWEST CORNER OF LOT 3, BLOCK D ADJACENT TO THE RIGHT-OF-WAYS OF LAKE ANDREW DRIVE AND WILLET PLACE IS SUBJECT TO A SIGNAGE AND LANDSCAPE EASEMENT HEREBY GRANTED TO CENTRAL VIERA COMMUNITY ASSOCIATION, INC. FOR THE CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF SIGNAGE, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS.
- FOR MORTGAGEE CONSENT/NOTICE IN DEDICATION, SEE OFFICIAL RECORDS BOOK PAGE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

DESCRIPTION OF VIERA BOULEVARD COMMERCIAL CENTER II

A PORTION OF TRACT "E", STADIUM EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGE 15, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 4, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C", OF STADIUM EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGE 15, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE BOUNDARY OF SAID TRACT "E" THE FOLLOWING (1) NINE COURSES AND DISTANCES: 1) S0°54'36"E, A DISTANCE OF 383.82 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH-EAST, AND HAVING A RADIUS OF 13925.00 FEET, A CENTRAL ANGLE OF 30°18'44", A CHORD BEARING OF S19°03'57"E, AND A CHORD LENGTH OF 1006.58 FEET, A DISTANCE OF 1018.42 FEET TO THE END OF SAID CURVE; 3) THENCE S34°13'19"E, A DISTANCE OF 554.88 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 3438.84 FEET, A CENTRAL ANGLE OF S4°11'51", A CHORD BEARING OF S00°52'42"E, AND A CHORD LENGTH OF 877.87 FEET, A DISTANCE OF 879.48 FEET TO THE NORTH-EAST CORNER OF LAKE ANDREW DRIVE, EXTENSION, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN REAR PLAT BOOK 2, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; 5) THENCE S70°27'26"W, ALONG THE NORTH LINE OF SAID LAKE ANDREW DRIVE, EXTENSION - PHASE 1, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LAKE ANDREW DRIVE, EXTENSION - PHASE 1, AND A POINT ON THE CURVED BOUNDARY OF SAID TRACT "E"; 6) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 3288.84 FEET, A CENTRAL ANGLE OF S4°11'51", A CHORD BEARING OF N26°52'42"W, AND A CHORD LENGTH OF 818.73 FEET, A DISTANCE OF 841.03 FEET TO THE END OF SAID CURVE; 7) THENCE N34°13'19"E, A DISTANCE OF 554.88 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 8) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH-EAST, AND HAVING A RADIUS OF 2070.00 FEET, A CENTRAL ANGLE OF 30°18'44", A CHORD BEARING OF N19°03'57"W, AND A CHORD LENGTH OF 1085.02 FEET, A DISTANCE OF 1097.77 FEET TO THE END OF SAID CURVE; 9) THENCE N03°54'36"W, A DISTANCE OF 406.65 FEET TO THE SOUTH CORNER OF TRACT V2, VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1 THE FOLLOWING THREE (3) COURSES & DISTANCES: (1) THENCE N03°54'36"W ALONG SAID BOUNDARY, A DISTANCE OF 885.16 FEET TO THE SOUTHWEST CORNER OF LAKE ANDREW DRIVE OF SAID VIERA BOULEVARD COMMERCIAL CENTER I-PHASE 1; (2) THENCE N46°05'24"E ALONG THE SOUTH LINE OF SAID LAKE ANDREW DRIVE, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LAKE ANDREW DRIVE; (3) THENCE N03°54'36"W ALONG THE EAST RIGHT-OF-WAY OF SAID LAKE ANDREW DRIVE, A DISTANCE OF 66.51 FEET; THENCE N86°05'24"E PARALLEL TO AND 3.00 FEET SOUTH OF (AS MEASURED PERPENDICULAR) THE SOUTH LINE OF TRACT D OF SAID VIERA BOULEVARD COMMERCIAL CENTER I, A DISTANCE OF 40.00 FEET; THENCE N03°54'36"W, A DISTANCE OF 60.49 FEET TO THE NORTH-EAST CORNER OF SAID TRACT C THENCE N75°29'01"E ALONG THE BOUNDARY OF SAID VIERA BOULEVARD COMMERCIAL CENTER I, A DISTANCE OF 1744.00 FEET TO THE SOUTHEAST CORNER OF SAID VIERA BOULEVARD COMMERCIAL CENTER AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE-95 (STATE ROAD NO. 9) FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 70220, FINANCIAL PROJECT NO. 428338-1; THENCE S14°30'59"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1607.01 FEET TO THE NORTH-EAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5778, PAGE 533, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°11'20"W ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5778, PAGE 533, A DISTANCE OF 579.58 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5778, PAGE 533; THENCE S00°49'40"E ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5778, PAGE 533, A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTH LINE OF VIERA REGIONAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGE 91, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°11'20"W ALONG SAID NORTH LINE, A DISTANCE OF 279.03 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND A POINT ON THE BOUNDARY OF TRACT "B" OF SAID STADIUM EAST, THENCE ALONG SAID BOUNDARY THE FOLLOWING (4) FOUR COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2247.93 FEET, A CENTRAL ANGLE OF 22°47'30", A CHORD BEARING OF N01°42'21"W, AND A CHORD LENGTH OF 177.84 FEET, A DISTANCE OF 177.84 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 513.53 FEET, A CENTRAL ANGLE OF 104°02'29", A CHORD BEARING OF N42°11'50"W, AND A CHORD LENGTH OF 809.56 FEET, A DISTANCE OF 93.50 FEET TO A POINT OF COMPOUND CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 173°21'21", A CHORD BEARING OF S70°03'15"W, AND A CHORD LENGTH OF 47.29 FEET, A DISTANCE OF 47.29 FEET TO THE END OF SAID CURVE; 4) THENCE S72°15'34"W, A DISTANCE OF 244.67 FEET TO THE POINT OF BEGINNING, CONTAINING 80.79 ACRES, MORE OR LESS.

SURVEY SYMBOL LEGEND

1/4 SECTION CORNER, MARKED AS NOTED

PERMANENT REFERENCE MONUMENT (PRM): FOUND (F) 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4605, UNLESS OTHERWISE NOTED

PERMANENT CONTROL POINT (PCP): MAG NAIL & DISK STAMPED PCP LB4605, UNLESS OTHERWISE NOTED

SET 5/8" IRON ROD AND CAP STAMPED PRM LB4605, UNLESS OTHERWISE NOTED

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 1996 (NAD83/96).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK ADJUSTMENT DATA WAS ADJUSTED USING ASHTECH SOLUTIONS VERSION 2.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

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°18'26.19882"	88°04'43.40322"	0.999994003	(+10°07' 18.2"
BREVARD GPS 1090	AK7524	1,422,940.468	433,682.542	746,880.090	225,759.744	28°14'51.61826"	88°04'44.36184"	0.999994006	(+10°07' 27.3"
1 95 73484	AK7546	1,416,452.318	431,735.530	746,854.0344	260,471.565	28°13'48.22765"	88°04'36.11244"	0.999995250	(+10°07' 59.8"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 0.999995030 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



THIS PLAT PREPARED BY: B.S.E. CONSULTANTS, INC. DATE: 07/21/2020
 CONSULTING: DESIGN/DRAWN: HAKKEAR
 PROJECT: 1137103_301_001
 PROJECT#: 1137103_02

PLAT BOOK PAGE

SHEET 1 OF 4
 SECTION 4, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND
 SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, The Viera Community, being the owner in fee simple of the lands described in

VIERA BOULEVARD COMMERCIAL CENTER II

Dedication

Heretby dedicates said lands and plat for the uses and purposes thereon expressed and dedication, the right-of-way for LAKE ANDREW DRIVE and WILLET PLACE to Brevard County for public use, including for roadways, sidewalks, drainage facilities, utilities and associated purposes, and dedications to Brevard County the public utility easement described herein for public use. No other easements are hereby dedicated or granted to the public, except as otherwise expressly provided in the Plat Notes. It being the intention of the undersigned that all other easements and trusts shown herein be owned and maintained privately or as described herein and that the public and Brevard County shall have no right or interest therein.

By: Jay A. Desautels
 President Total 3 Partners

Attest: Jay A. Desautels
 Secretary Jay A. Desautels III

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

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence of, and signed by, Jay A. Desautels and Jay A. Desautels III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me, and have produced to me identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date:

Notary Public, State of Florida
 My Comm. Expires July 25, 2023
 Comm. No. 65344047

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 6/11/2020 he completed the location survey of the lands shown on the foregoing 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 Statutes, and County Ordinance 20-0841 (c)(1) as amended, and that said plat is a true and correct copy of the original.

Lester E. Howard
 Registration Number: 56113
 B.S.E. CONSULTANTS, INC.
 312 South Harbor City Boulevard, Suite #4
 Melbourne, Fla. 32901
 Certificate of Authorization Number: LB-0094695

CERTIFICATE OF COUNTY SURVEYOR

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

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

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts the right-of-way for WILLET PLACE and LAKE ANDREW DRIVE to Brevard County for public use, including for roadways, drainage facilities, utilities and associated purposes, and the public drainage easements, public sidewalk easements, and public utility easements dedicated for public use on this plat.

Bryan Andrew Lister, 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 Brevard County, Florida.

Bryan Andrew Lister, Chairman of the Board
 Attest: Clerk of the Board

CERTIFICATE OF CLERK

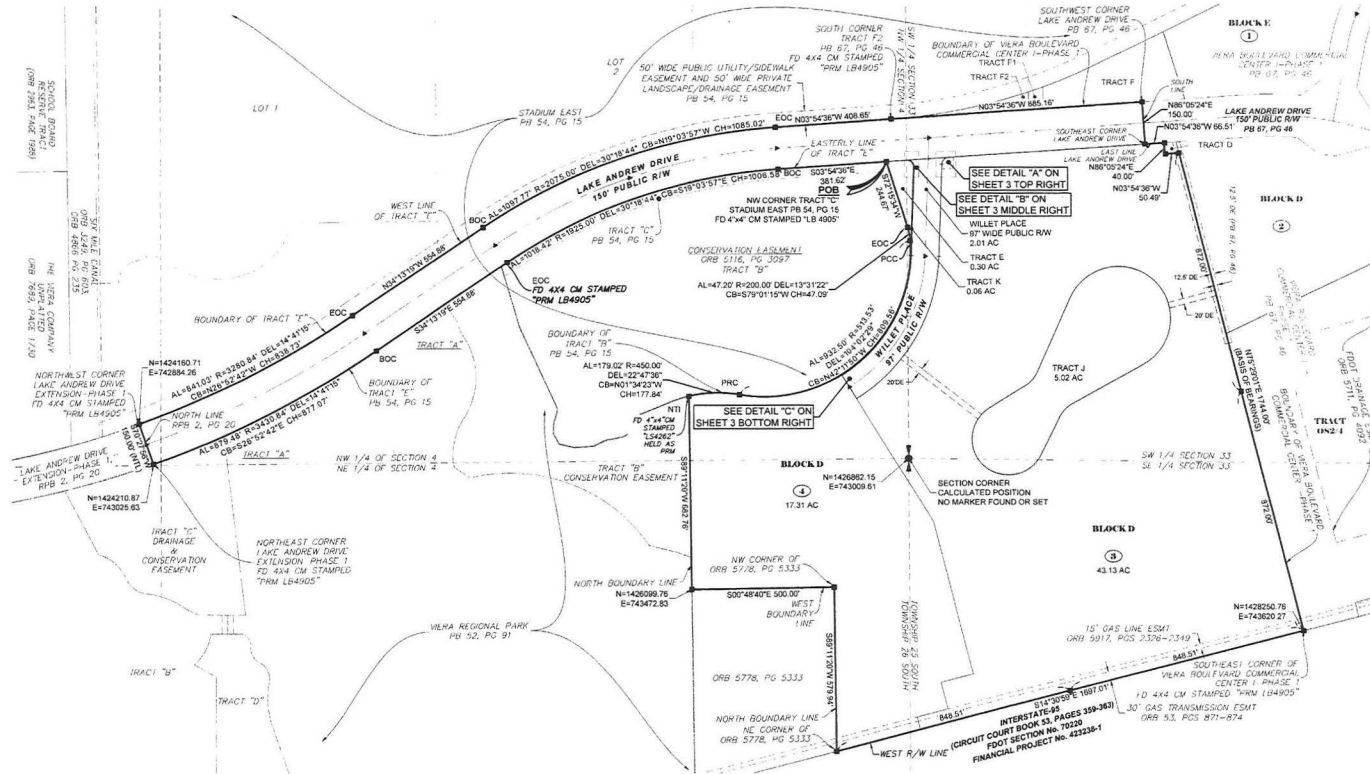
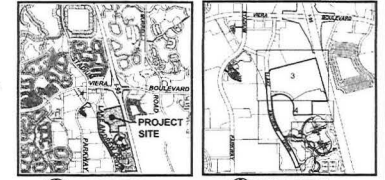
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on the 7th day of July, 2020.

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

VIERA BOULEVARD COMMERCIAL CENTER II

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 BOOK PAGE
SHEET 2 OF 4
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND
SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST



- ABBREVIATIONS**
- MINUTES/FEET
 - SECONDS/INCHES
 - DEGREES
 - (NR) NOT RADIAL
 - AC ACRES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CD CENTRAL DRAINAGE DISTRICT
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - DE PRIVATE DRAINAGE EASEMENT
 - DEL CENTRAL DELTA ANGLE
 - D & U DRAINAGE & UTILITY EASEMENT
 - E EAST
 - EOC END OF CURVE
 - ESMT EASEMENT
 - FD FOUND
 - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 - FT FOOTFEET
 - LB LICENSED BUSINESS
 - N NORTH
 - NTI NON-TANGENT INTERSECTION
 - NTS NOT TO SCALE
 - OR/ORB OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - PCC POINT OF COMPOUND CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PKD PARKER-KALEN NAIL AND DISK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - PO(S) PAGE(S)
 - R RADIUS
 - RW RIGHT-OF-WAY
 - SEC. SECTION
 - S SOUTH
 - SSE SANITARY SEWER EASEMENT
 - W WEST
 - WME WATER MAIN EASEMENT

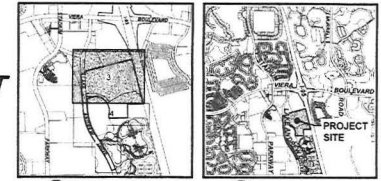


- SURVEY SYMBOL LEGEND**
- 1/4 SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (PRM), FOUND (FD) 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT (PCP), MAG NAIL & DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
 - SET 5/8" IRON ROD AND CAP STAMPED PRM LB4905, UNLESS OTHERWISE NOTED

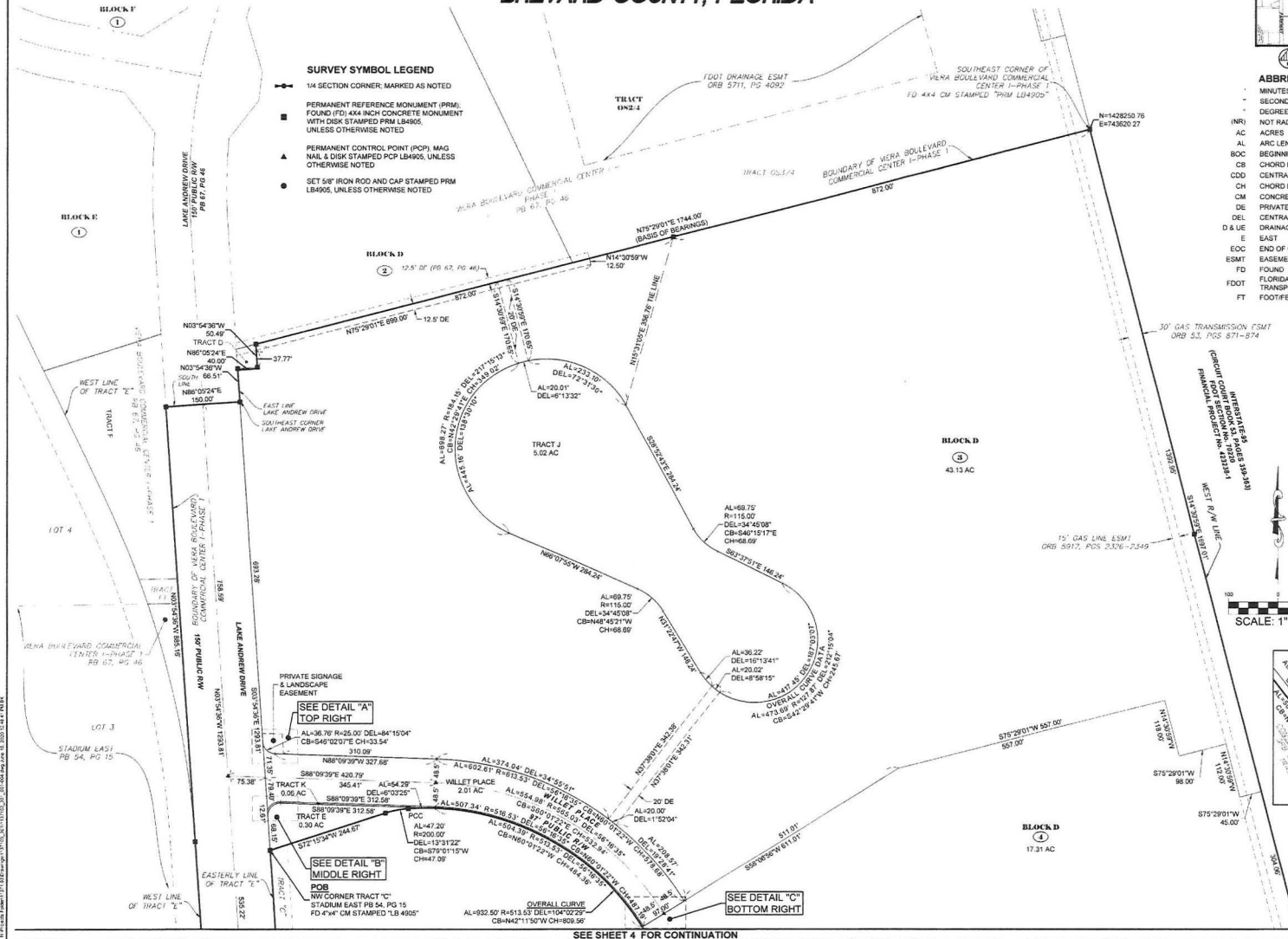
VIERA BOULEVARD COMMERCIAL CENTER II

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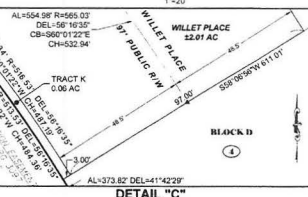
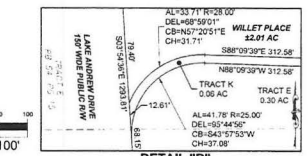
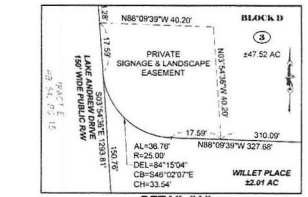
PLAT BOOK _____ PAGE _____
SHEET 3 OF 4
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND
SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST



ABBREVIATIONS	ABBREVIATIONS
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OROB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PID	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PAGE(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
SSE	SANITARY SEWER EASEMENT
W	WEST
WME	WATER MAIN EASEMENT
FT	FOOTFEET



SCALE: 1" = 100'

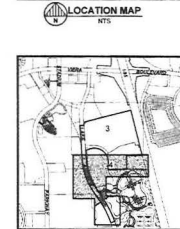
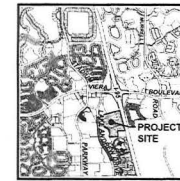


THIS PLAT PREPARED BY
B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERING AND SURVEYING
DATE: 9/15/20
DESIGN/DRAWN: HAK/EA
DRAWING: 1137103_301_303
PROJECT: 1137103-03

VIERA BOULEVARD COMMERCIAL CENTER II

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

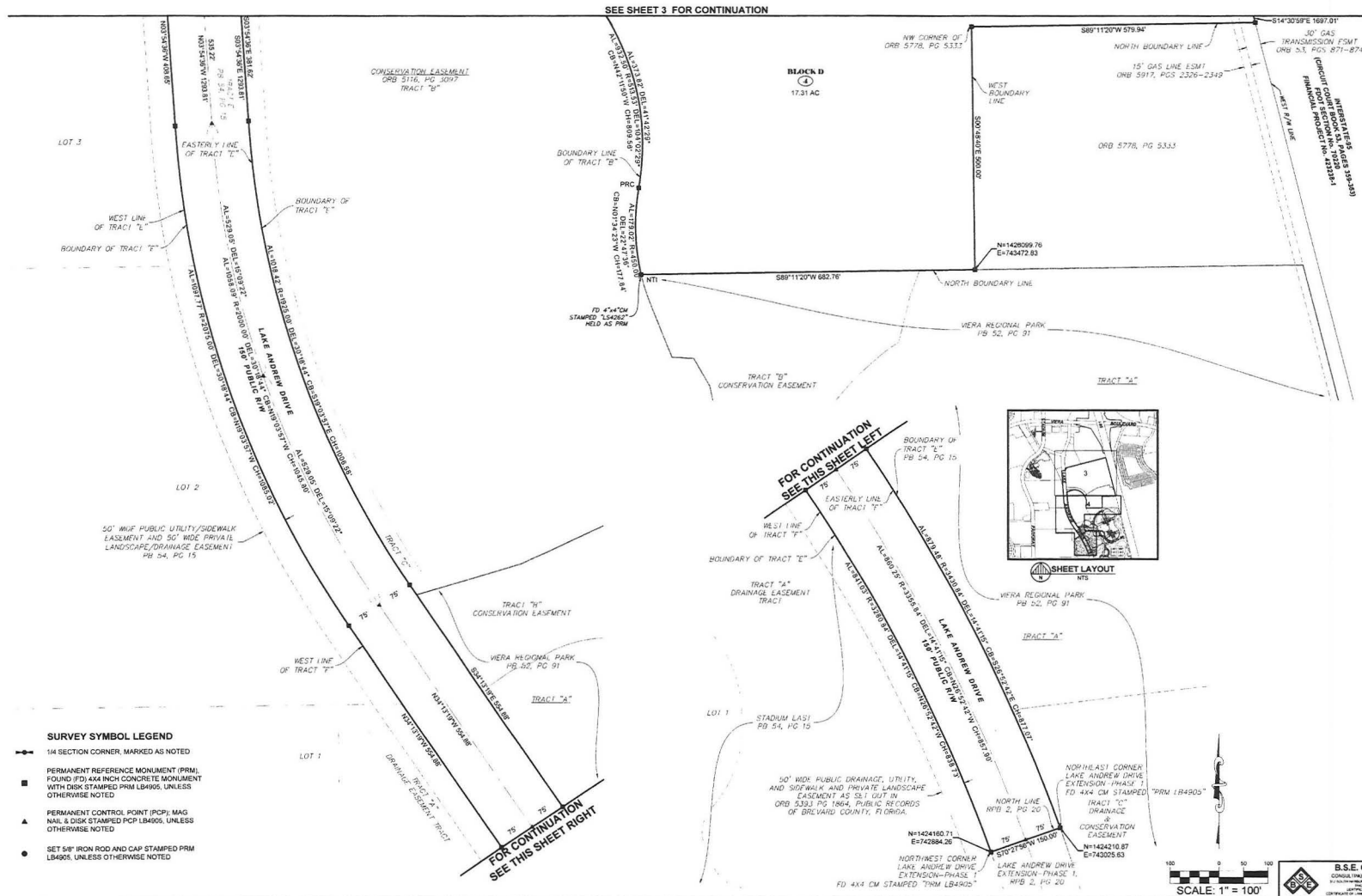
PLAT BOOK _____ PAGE _____
SHEET 4 OF 4
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND
SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST



ABBREVIATIONS

MINUTES/FEET	
SECONDS/INCHES	
DEGREES	
NOT RADIAL	
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CCD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DE	PRIVATE DRAINAGE EASEMENT
DEL	CENTRAL DELTA ANGLE
D & UE	DRAINAGE & UTILITY EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
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OR/ORB	OFFICIAL RECORDS BOOK
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PCD	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
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POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PRSI	PAGES
R	RADIUS
RW	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
SSE	SANITARY SEWER EASEMENT
W	WEST
WME	WATER MAIN EASEMENT

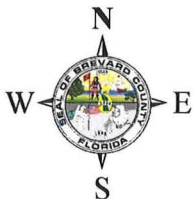
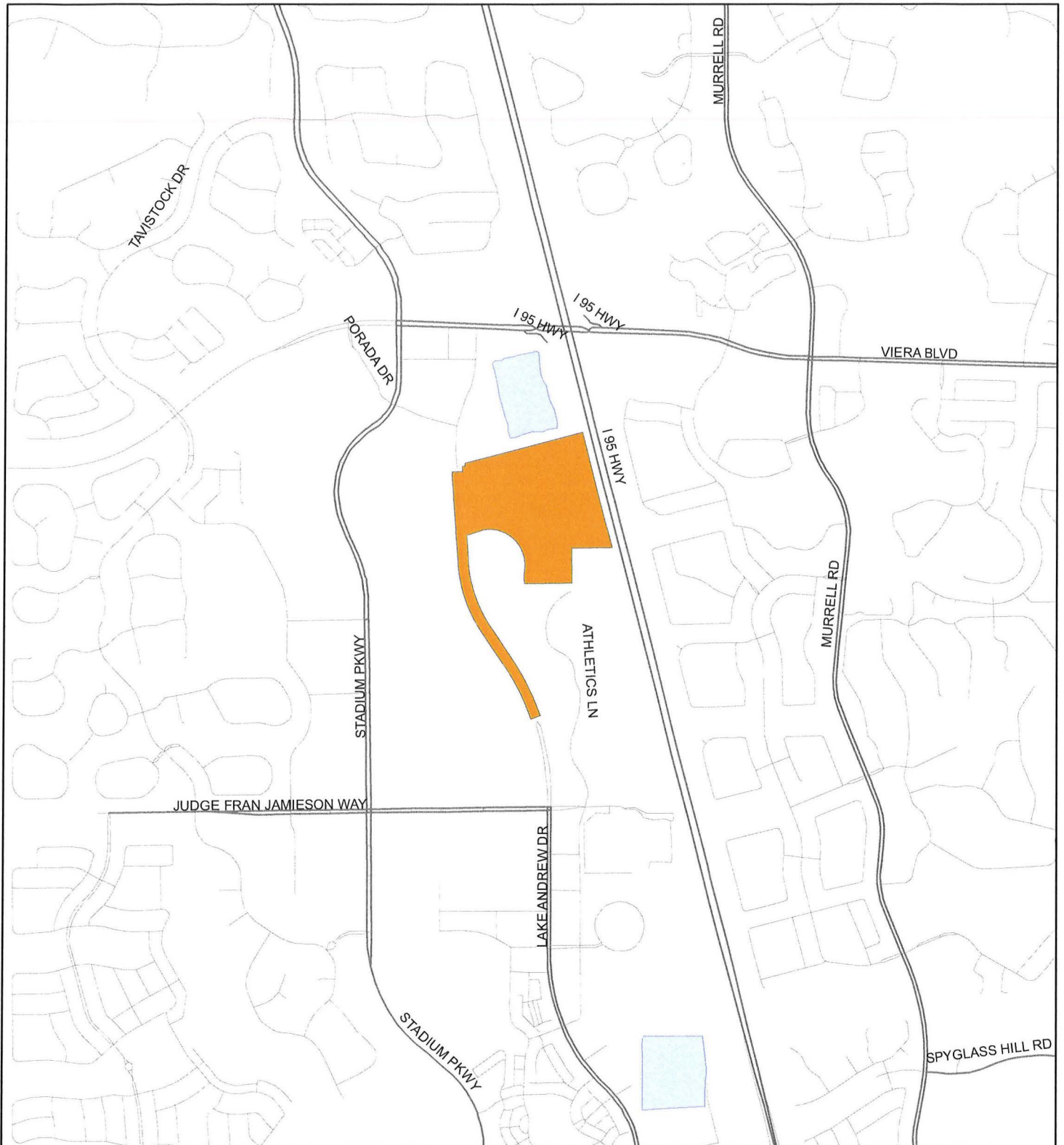
- SURVEY SYMBOL LEGEND**
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 - SET 5/8" IRON ROD AND CAP STAMPED PRM LB4905, UNLESS OTHERWISE NOTED



SCALE: 1" = 100'

THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.
DATE: 8/15/20
DESIGNED/DRAWN: HAKKAK
DRAWING: 1137103_201_004
PROJECT: 11371.03

LOCATION MAP
VIERA BOULEVARD COMMERCIAL CENTER II
20MF00001



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: 8/5/2020