



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.1.

1/13/2026

### Subject:

Final Plat and Contract Approval, Re: Del Webb at Viera Phase 5B  
Developer: Pulte Home Company, LLC. District 4

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chairman to sign the final plat and contract for Del Webb at Viera Phase 5B.

### Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project phase was held on March 28, 2025. The preliminary plat and final engineering plans, which is the second stage of approval, were approved for all phases of this development on December 26, 2024. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for Del Webb at Viera Phase 5B and has determined it complies with the applicable ordinances.

Del Webb at Viera Phase 5B is located in Viera, at the southern end of Stadium Parkway, west of Pineda Blvd. and I-95, and consists of 205 single family detached dwelling units within ±48.62 acres of land. Potable water for the subdivision will be provided by the City of Cocoa. Sanitary sewer service will be provided by Brevard County. Roadways within this residential subdivision are private rights-of-way dedicated to the HOA.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 24SD00002, 25FM00006  
Contact: Jeffrey Higgins, Senior Planner, Ext. 58271

### Clerk to the Board Instructions:

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F.1.

1/13/2026

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Please have the plat mylar and the contract signed by the Chairman and return the original to Planning and Development.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

January 14, 2026

**M E M O R A N D U M**

**TO:** Billy Prasad, Planning and Development Director Attn: Jeffrey Higgins

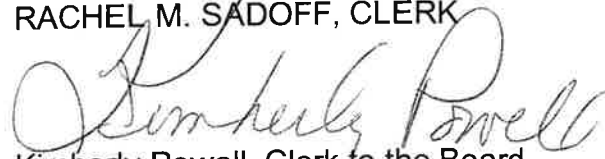
**RE:** Item F.1., Final Plat and Contract Approval for Del Webb at Viera Phase 5B –  
Developer: Pulte Home Company, LLC

The Board of County Commissioners, in regular session on January 13, 2026, in accordance with Section 62-2841(i) and Section 62-2855 granted Final Plat approval; and approved and authorized the Chair to sign the Final Plat and Contract for Del Webb at Viera Phase 5B – Developer: Pulte Home Company, LLC, subject to minor engineering changes as applicable, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is the fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Contracts Administration

Subdivision No. 24SD00002

Project Name Del Webb at Viera - Phase 5B

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 13<sup>th</sup> day of January, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Pulte Home Company, LLC, 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:

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks, and all other improvements depicted in subdivision number 24SD00002. 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 13<sup>th</sup> day of January, 2028.


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 \$4,665,407.51. 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

  
Rachel M. Sadoff, Clerk

  
Thad Altman, Chair


As approved by the Board on: January 13, 2026.

WITNESSES:

PRINCIPAL:

  
Name: Sean Kirk

  
Maleia Smiferjusa, Land Planning and Entitlements Director

  
Name: Amy Steiger

1/5/2026  
DATE

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me this 5th day of January 2026, by Maleia Smiferjusa who is personally known to me or who has produced MIA as identification and who did did not take an oath.

My commission expires:

S E A L

Commission Number:



**JUSTIN LEE GRAUER**  
Notary Public  
State of Florida  
Comm# HH412522  
Expires 6/19/2027

  
Notary Public

Justin Lee Grauer  
Notary Name printed, typed or stamped

**SURETY PERFORMANCE BOND**

**Bond #30247096**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, The Continental Insurance Company, 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 \$4,665,407.51, 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 13<sup>th</sup> day of January, 2026, 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 June 30, 2026, 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 4th day of June, 202025.

OWNER: Pulte Home Company, LLC



SURETY: The Continental Insurance Company

James I. Moore  
James I. Moore, Attorney-in-Fact



**NOTARY ACKNOWLEDGEMENT**

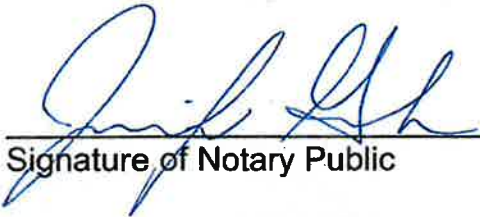
**STATE OF GEORGIA)**

**) ss.**

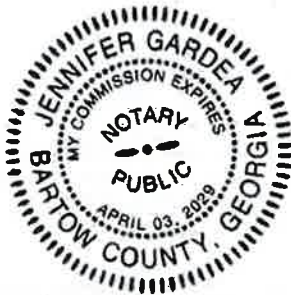
**COUNTY OF BARTOW)**

This record was acknowledged before me on June 4<sup>th</sup>, 2025  
Gregory S. Rives as Assistant Treasurer of Pulte Home Company, LLC, who  
provided to me on the basis of satisfactory evidence to be the person who appeared  
before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public

(s)  
Jennifer Gardea  
Notary Public State of Georgia



My Commission Expires: April 3, 2029

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

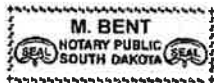


The Continental Insurance Company

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

*M. Bent*  
M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 4th day of June, 2025



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

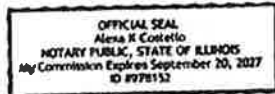
STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On June 4, 2025, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027

Alexa K. Costello  
Alexa K. Costello, Notary Public  
Commission No. 978152





DEL WEBB AT VIERA - PHASE 5B SECTION 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

PLAT NOTES: 1. BEARING OF THE LINE ON THE SOUTHWEST CORNER OF THE TRACT IS DEL WEBB AT VIERA, PHASE 5B, ACCORDING TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA...

- 1. BEARING OF THE LINE ON THE SOUTHWEST CORNER OF THE TRACT IS DEL WEBB AT VIERA, PHASE 5B, ACCORDING TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA... 2. THE COORDINATE SYSTEM FOR THIS PLAT IS THE NAD 83 COORDINATE SYSTEM... 3. THE COORDINATE SYSTEM FOR THIS PLAT IS THE NAD 83 COORDINATE SYSTEM...

OPERATIONS, MAINTENANCE, REPAIRS AND IMPROVEMENTS TO BE PROVIDED BY THE HOMEOWNERS ASSOCIATION... 1. THE HOMEOWNERS ASSOCIATION SHALL BE A NON-PROFIT CORPORATION... 2. THE HOMEOWNERS ASSOCIATION SHALL BE INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA...

CERTIFICATE OF SURVEY: KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a duly qualified and licensed Surveyor in and for the State of Florida, have surveyed and measured the above described land...

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS: THIS IS TO CERTIFY that the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida...

DEED: KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, being a duly qualified and licensed Surveyor in and for the State of Florida, have surveyed and measured the above described land...

Table with columns: DEED/RECORD, FILE NO., DATE, PAGE, INSTRUMENT NO., INSTRUMENT DATE, INSTRUMENT TYPE, INSTRUMENT VALUE.

THE COORDINATE SYSTEM FOR THIS PLAT IS THE NAD 83 COORDINATE SYSTEM... THE COORDINATE SYSTEM FOR THIS PLAT IS THE NAD 83 COORDINATE SYSTEM...



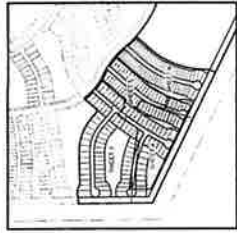


# DEL WEBB AT VIERA - PHASE 5B

## SECTION 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

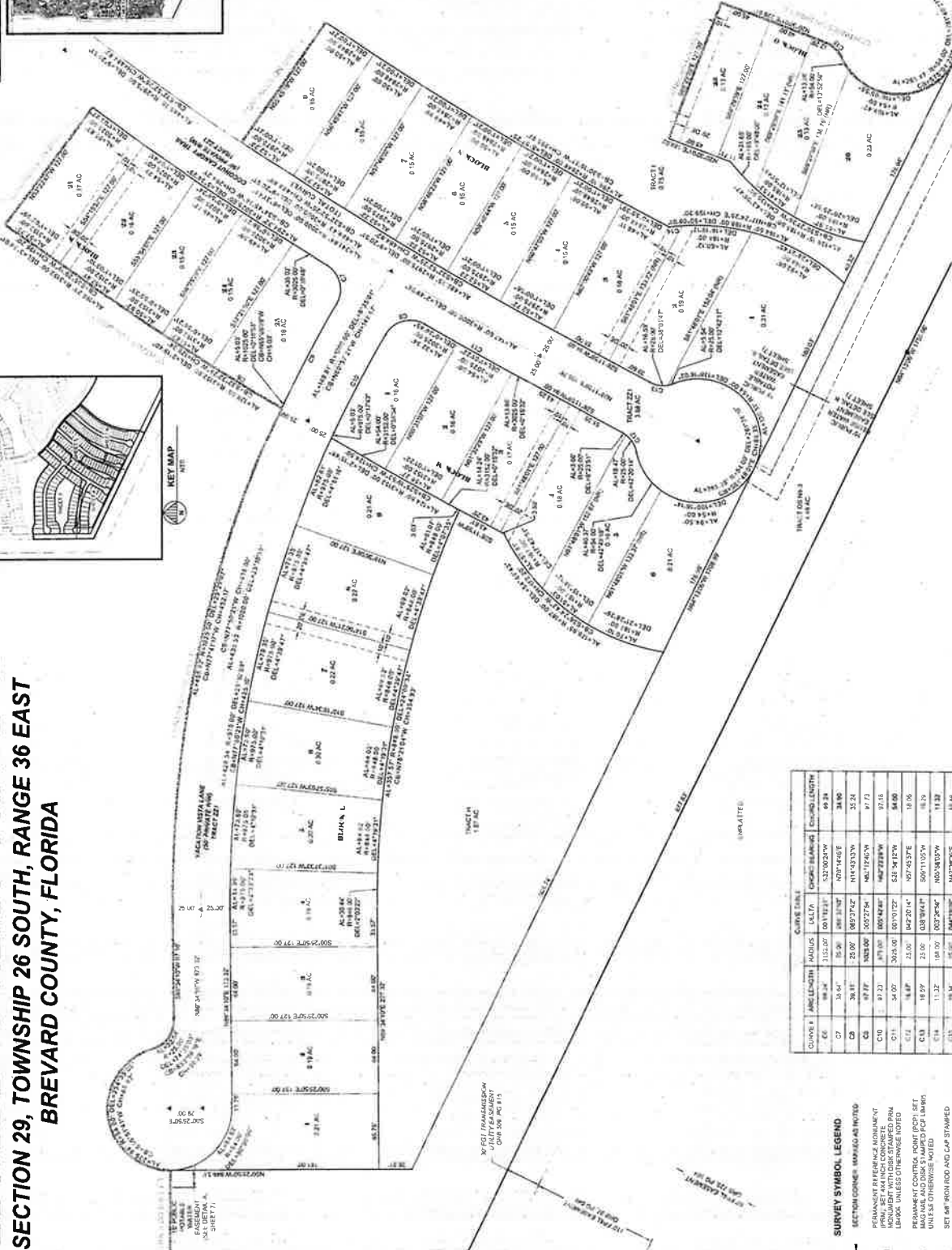
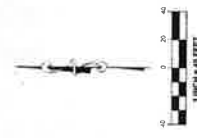
### BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 SECTION 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST



#### ABBREVIATIONS

- INTERFERED
- RECORDED
- EGRESS
- AL ARCLNGTH
- AC ACRES
- BOC BEGINNING OF CURVE
- CH CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DC PRIVATE DRAINAGE EASIMENT
- DEL DELTA/DETA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- FINL. FRONT BUILDING RESTRICTION LINE
- FD FLOOD
- FT FOOT/FEET
- HP HORIZONTAL
- INTS INT TO SCALE
- INTN-TANGENT INTERSECTION
- INTL INTN-TANGENT LINE
- ON-GRS OFFICIAL RECORDS BOOK
- PGS PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POF POINT OF REFERENCE CURVATURE
- POI POINT OF INTERSECTION
- PLD PLANNED UNIT DEVELOPMENT
- POS HOUSE SETBACK EASIMENT
- R RADIUS
- RW RIGHT-OF-WAY
- TRYP TYPICAL
- VSD VSDA STEWARDSHIP DISTRICT



CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.44'	155.00'	60.1131°	N37°00'00"W	60.39'
C2	34.81'	35.00'	88.1837°	N27°04'45"E	34.82'
C3	36.81'	25.00'	80.2724°	N15°32'57"E	25.24'
C4	37.77'	100.00'	5.02754°	N82°19'05"W	97.73'
C10	34.00'	300.00'	10.07027°	S24°34'12"W	34.00'
C11	18.87'	23.00'	149.20014°	N07°45'37"E	18.86'
C12	18.27'	23.00'	138.39641°	S09°11'05"W	18.29'
C13	11.32'	18.00'	102.24036°	N02°48'10"W	11.32'
C14	18.34'	23.00'	58.11939°	N42°37'30"E	18.34'

#### SURVEY SYMBOL LEGEND

- SECTION CORNER: BENCHMARK AS NOTED
- PERMANENT REFERENCE MONUMENT (P.R.M.): SET IN 1" CONCRETE
- NON-P.R.M.: SET IN 1" CONCRETE
- LEASER: UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (P.C.P.): SET
- MAG NAIL AND DISK: STAMPED P.C.P. MARKS
- UNIT AS OTHERWISE NOTED
- SEE IAW IRON NAIL AND CAP STAMPED
- SEE IAW IRON NAIL AND DISK STAMPED
- LEASER: UNLESS OTHERWISE NOTED
- LEASER: UNLESS OTHERWISE NOTED

THE PLAN PREPARED BY:  
**B.S.L. CONSULTANTS, INC.**  
 DATE: 10/20/24  
 DRAWN BY: MACKAY  
 CHECKED BY: MACKAY  
 PROJECT NO: 240101







AERIAL MAP  
PULTE HOME COMPANY LLC  
Location\_3025790





1:7,945 or 1 inch = 662 feet

PHOTO YEAR: 2025

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: 12/18/2025

-  Subject Property
-  Parcels

## Baker&Hostetler LLP

200 South Orange Avenue  
Suite 2300  
Orlando, FL 32801-3432

T 407.649.4000  
F 407.841.0168  
www.bakerlaw.com

October 13, 2025

Board of County Commissioners  
Brevard County, Florida  
2725 St. Johns Street  
Building A, Suite 147  
Melbourne, FL 32940  
Attention: Land Development Division

Re: Attorney Certification of Title to that certain real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), referred to as DEL WEBB AT VIERA – PHASE 5B.

Ladies and Gentlemen:

We have caused PGP Title of Florida, Inc. to conduct a search of the Public Records of Brevard County, Florida, with respect to the Property, certified through and including September 29, 2025 at 12:00 AM (the "Title Report"), a copy of which is enclosed herein.

We certify to you, based solely upon our review of the Title Report, that as of September 29, 2025 at 12:00 AM, fee simple title to the Property was vested in Pulte Home Company, LLC, a Michigan limited liability company.

The Property is not encumbered by any unsatisfied mortgages or liens.

Ad Valorem and Non-Ad Valorem real property taxes for 2024 and all prior years have been paid.

There are no conflicting rights-of-way, easements, or plats; provided, however, that there are easements created by the following instruments:

1. Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community, which contains provisions for (i) an easement on the land; (ii) a private charge or assessments, as recorded in Official Records Book 3409, Page 624, as modified by the First Amendment recorded in Official Records Book 3813, Page 3867, the Second Amendment recorded in Official Records Book 3882, Page 2349, the Third Amendment recorded in Official Records Book 4065, Page 2855, Amendment Number Four recorded in Official Records Book 4209, Page 2335, Fourth Amendment recorded in Official Records Book 4297, Page 372, Amendment Number Five recorded in Official Records Book 4303, Page 571, the Sixth Amendment recorded in Official Records Book 4718, Page 1926 (number sequence

skips "Seventh"), the Eighth Amendment recorded in Official Records Book 5103, Page 627, the Ninth. Amendment recorded in Official Records Book 5333, Page 1015, the Tenth Amendment recorded in Official Records Book 5369, Page 4776, the Eleventh Amendment recorded in Official Records Book 5806, Page 8129 and the Twelfth Amendment recorded in Official Records Book 6279, Page 1612, and the Thirteenth Amendment recorded in Official Records Book 6359, Page 1905, and the Supplemental Declaration and Fourteenth Amendment recorded in Official Records Book 6871, Page 630, the Fifteenth Amendment recorded in Official Records Book 7828, Page 1083, the Sixteenth Amendment recorded in Official Records Book 8114, Page 2777, the Seventeenth Amendment recorded in Official Records Book 8130, Page 63, the Eighteenth Amendment recorded in Official Records Book 8242, Page 2738, Second Supplemental Declaration and Nineteenth Amendment recorded in Official Records Book 8904, Page 1165, the Twentieth Amendment recorded in Official Records Book 8931, Page 435; Annexation Agreement Number One Hundred Forty-Nine recorded in Official Records Book 9270, Page 241; Twenty-First Amendment recorded in Official Records Book 9599, Page 1565; and Amended and Restated Twenty-First Amendment recorded in Official Records Book 9619, Page 361.

2. Terms and Conditions of Development Easement Agreement recorded in Official Records Book 9270, Page 321.

3. Terms and Conditions of Stormwater Drainage Easement Agreement recorded in Official Records Book 9270, Page 446.

4. Neighborhood Declaration for Del Webb at Viera recorded in Official Records Book 9487, Page 2609, as thereafter supplemented by the following: Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 2) recorded in Official Records Book 9489, Page 816; and Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 3) recorded in Official Records Book 9640, Page 1570; and Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 4) recorded in Official Records Book 10020, Page 2837; and Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 5) recorded in Official Records Book 10214, Page 2515.

5. Matters contained in Final Plat of Del Webb at Viera – Phase 5A recorded in Plat Book 77, Page 52.

Other recorded information regarding said Property includes the following instruments:

6. Agreement Covering Water Service between the Viera Company and the City of Cocoa, Florida dated August 26, 1988, as amended by that certain Amendment #1 to Agreement to Provide Water Service dated June 13, 1989, as further amended by that certain Second Amendment to Agreement dated May 27, 1994 as recorded in Official Records Book 3404, Page 932, and re-recorded in Official Records Book 3407, Page 3452, together with Third Amendment to Agreement recorded August 16, 2017 in Official Records Book 7962, Page 1632, Fourth Amendment to Agreement recorded August 16, 2007, in Official Records Book 7962, Page 1655, and Fifth Amendment to Agreement recorded November 15, 2021, in Official Records Book 9326, Page 1646.

7. Notice of Creation and Establishment of the Viera Stewardship District recorded August 10, 2006 in Official Records Book 5683, Page 2029, amended by that certain Notice of Boundary Amendment for the Viera Stewardship District recorded in Official Records Book 6081, Page 1341 and in Official Records Book 6081, Page 1354.

8. Right of First Offer Agreement recorded June 11, 2013 in Official Records Book 6897, Page 187.

9. Disclosure of Public Financing and Maintenance of Improvements to Real Property undertaken by Viera Stewardship District recorded on May 20, 2013 in Official Records Book 6879, Page 1970.

10. Amended and Restated Development Order Viera Development of Regional Impact, as approved by that certain Resolution 19-134 adopted by the Brevard County Board of County Commissioner on August 20, 2019 and as evidenced by Notice of Modification of a Development Order recorded on September 23, 2019 in Official Records Book 8545, Page 418, as thereafter amended by that certain Amendment to Notice of the Modification of a Development Order, recorded on September 14, 2023, in Official Records Book 9887, Page 355.

11. Viera Stewardship District Notice of Special Assessments/Governmental Lien of Record recorded July 2, 2020, in Official Records Book 8784, Page 1579, as amended and restated by that certain Viera Stewardship District Amended and Restated Notice of Special Assessments/Governmental Lien of Record recorded September 17, 2021 in Official Records Book 9261, Page 539.

12. Restrictive Covenants and Reverter set forth in Special Warranty Deed recorded in Official Records Book 9270, Page 252.

13. Memorandum of Agreement recorded in Official Records Book 9270, Page 313.

14. General Assignment of Development Rights, Permits, and Approvals recorded in Official Records Book 9270, Page 262.

15. Agreement by and Between the Viera Stewardship District and Pulte Home Company, LLC regarding the True-Up and Payment of Village 2 Master Improvement Assessments recorded in Official Records Book 9334, Page 1374, and in Official Records Book 9841, Page 1792.

16. Declaration of Consent to Jurisdiction of the Viera Stewardship District and to Imposition of Special Assessments (Village 2) recorded in Official Records Book 9334, Page 1424.

17. Access is through the plat of Del Webb at Viera – Phase 4 recorded in Plat Book 75, Page 53 and through the plat of Del Webb at Viera – Phase 5A.

All references are to documents recorded in the Public Records of Brevard County, Florida.

October 13, 2025  
Page 4

This attorney certification of title is being given to you in connection with the platting of the Property and is not to be used for any other purposes nor copies delivered to any other persons or entities without the prior written consent of the undersigned.

Sincerely,

*Baker & Hostetler LLP*



Enclosures (First page of Proposed Plat and Property Information Report)

cc: Aaron Struckmeyer (via email) - [aaron.struckmeyer@pultegroup.com](mailto:aaron.struckmeyer@pultegroup.com)  
Maleia Storum (via email) - [maleia.storum@pultegroup.com](mailto:maleia.storum@pultegroup.com)

**EXHIBIT "A"**

**DESCRIPTION OF DEL WEBB AT VIERA – PHASE 5B:**

A PARCEL OF LAND IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF DEL WEBB AT VIERA - PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE BOUNDARY OF SAID DEL WEBB AT VIERA - PHASE 4, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; 1) THENCE N89°34'10"E, A DISTANCE OF 75.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 177.00 FEET, A CENTRAL ANGLE OF 51°09'09", A CHORD BEARING OF S82°57'29"E AND A CHORD LENGTH OF 152.83 FEET), A DISTANCE OF 158.02 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; 3) THENCE N88°46'09"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 382.11 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 647.00 FEET, A CENTRAL ANGLE OF 41°21'29", A CHORD BEARING OF S70°33'06"E AND A CHORD LENGTH OF 456.95 FEET), A DISTANCE OF 467.03 FEET TO THE END OF SAID CURVE; 5) THENCE S49°52'22"E, A DISTANCE OF 112.44 FEET; 6) THENCE N41°11'24"E, A DISTANCE OF 139.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 4°49'04", A CHORD BEARING OF N43°35'56"E AND A CHORD LENGTH OF 79.61 FEET), A DISTANCE OF 79.63 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT, (SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF DEL WEBB AT VIERA - PHASE 5A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 52, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG THE BOUNDARY OF SAID DEL WEBB AT VIERA – PHASE 5A, THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 727.50 FEET, A CENTRAL ANGLE OF 27°43'51", A CHORD BEARING OF S51°17'13"E AND A CHORD LENGTH OF 348.68 FEET), A DISTANCE OF 352.11 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 997.50 FEET, A CENTRAL ANGLE OF 24°42'37", A CHORD BEARING OF S52°47'50"E AND A CHORD LENGTH OF 426.87 FEET), A DISTANCE OF 430.20 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1486.52 FEET, A CENTRAL ANGLE OF 7°43'04", A CHORD BEARING OF S44°18'04"E AND A CHORD LENGTH OF 200.08 FEET), A DISTANCE OF 200.23 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHWEST; THENCE S41°11'24"W, ALONG SAID NONTANGENT LINE, A DISTANCE OF 222.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1018.00 FEET, A CENTRAL ANGLE OF 37°43'43", A CHORD BEARING OF S22°19'32"W AND A CHORD LENGTH OF 658.29 FEET), A DISTANCE OF 670.34 FEET TO THE END OF SAID CURVE; THENCE S03°27'41"W, A DISTANCE OF 121.82 FEET; THENCE S25°46'54"W, A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N64°13'06"W, ALONG THE NORTH LINE OF SAID 30.00 FOOT WIDE UTILITY EASEMENT, A DISTANCE OF 1755.66 FEET TO THE EAST LINE OF THAT CERTAIN 95.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 725, PAGE 563, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°25'50"W, ALONG THE EAST LINE OF SAID 95.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 893.18 FEET TO THE POINT OF BEGINNING. CONTAINING 48.62 ACRES, MORE OR LESS.



# PGP Title™

PGP Title

9111 Cypress Waters Blvd  
Suite 200  
Coppell, TX 75019

RE: File No.: FL-340051-ANC  
Property Information Report – Del Webb at Viera – Phase 5B

Pursuant to Chapter 177.041(2), Florida Statutes, PGP Title of Florida, Inc. (the "Company") has reviewed the Land Records of Brevard County, Florida, through the date of September 29, 2025 at 12:00 AM, with reference to the following described property as set out on the proposed subdivision plat of Del Webb at Viera – Phase 5B (not yet recorded):

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

And that such review revealed the following:

APPARENT RECORD OWNER(S): Pulte Home Company, LLC, a Michigan limited liability company

By virtue of a Special Warranty Deed recorded in Official Records Book 9270, Page 252, of the Public Records of Brevard County, Florida.

LIENS: None found of record.

TAXES: Portion of Parcel ID No. 26-36-29-00-250: Ad valorem and Non-Ad valorem taxes for 2024 are PAID in the discounted amount of \$125,980.39. Assessed Value: \$10,709,500.00. Prior tax years Paid.

OTHER:

1. Agreement Covering Water Service between the Viera Company and the City of Cocoa, Florida dated August 26, 1988, as amended by that certain Amendment #1 to Agreement to Provide Water Service dated June 13, 1989, as further amended by that certain Second Amendment to Agreement dated May 27, 1994 as recorded in Official Records Book 3404, Page 932, and re-recorded in Official Records Book 3407, Page 3452, together with Third Amendment to Agreement recorded August 16, 2017 in Official Records Book 7962, Page 1632, Fourth Amendment to Agreement recorded August 16, 2007, in Official Records Book 7962, Page 1655, and Fifth Amendment to Agreement recorded November 15, 2021, in Official Records Book 9326, Page 1646.
2. Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community, which contains provisions for (i) an easement on the land; (ii) a private charge or assessments, as recorded in Official Records Book 3409, Page 624, as modified by the First Amendment recorded in Official Records Book 3813, Page 3867, the Second Amendment recorded in Official Records Book 3882, Page 2349, the Third Amendment recorded in Official Records Book 4065, Page 2855, Amendment Number Four recorded in Official Records Book 4209, Page 2335, Fourth Amendment recorded in Official Records Book 4297, Page 372, Amendment Number Five recorded in Official Records Book 4303, Page 571, the Sixth Amendment recorded in Official Records Book 4718, Page 1926 (number sequence skips "Seventh"), the Eighth Amendment recorded in Official Records Book 5103, Page 627, the Ninth

Amendment recorded in Official Records Book 5333, Page 1015, the Tenth Amendment recorded in Official Records Book 5369, Page 4776, the Eleventh Amendment recorded in Official Records Book 5806, Page 8129 and the Twelfth Amendment recorded in Official Records Book 6279, Page 1612, and the Thirteenth Amendment recorded in Official Records Book 6359, Page 1905, and the Supplemental Declaration and Fourteenth Amendment recorded in Official Records Book 6871, Page 630, the Fifteenth Amendment recorded in Official Records Book 7828, Page 1083, the Sixteenth Amendment recorded in Official Records Book 8114, Page 2777, the Seventeenth Amendment recorded in Official Records Book 8130, Page 63, the Eighteenth Amendment recorded in Official Records Book 8242, Page 2738, Second Supplemental Declaration and Nineteenth Amendment recorded in Official Records Book 8904, Page 1165, the Twentieth Amendment recorded in Official Records Book 8931, Page 435; Annexation Agreement Number One Hundred Forty-Nine recorded in Official Records Book 9270, Page 241; Twenty-First Amendment recorded in Official Records Book 9599, Page 1565; and Amended and Restated Twenty-First Amendment recorded in Official Records Book 9619, Page 361.

3. Notice of Creation and Establishment of the Viera Stewardship District recorded August 10, 2006 in Official Records Book 5683, Page 2029, amended by that certain Notice of Boundary Amendment for the Viera Stewardship District recorded in Official Records Book 6081, Page 1341 and in Official Records Book 6081, Page 1354.
4. Right of First Offer Agreement recorded June 11, 2013 in Official Records Book 6897, Page 187.
5. Disclosure of Public Financing and Maintenance of Improvements to Real Property undertaken by Viera Stewardship District recorded on May 20, 2013 in Official Records Book 6879, Page 1970.
6. Amended and Restated Development Order Viera Development of Regional Impact, as approved by that certain Resolution 19-134 adopted by the Brevard County Board of County Commissioner on August 20, 2019 and as evidenced by Notice of Modification of a Development Order recorded on September 23, 2019 in Official Records Book 8545, Page 418, as thereafter amended by that certain Amendment to Notice of the Modification of a Development Order, recorded on September 14, 2023 in Official Records Book 9887, Page 355.
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8. Restrictive Covenants and Reverter set forth in Special Warranty Deed recorded in Official Records Book 9270, Page 252.
9. Memorandum of Agreement recorded in Official Records Book 9270, Page 313.
10. Terms and Conditions of Development Easement Agreement recorded in Official Records Book 9270, Page 321.
11. Terms and Conditions of Stormwater Drainage Easement Agreement recorded in Official Records Book 9270, Page 446.
12. General Assignment of Development Rights, Permits, and Approvals recorded in Official Records Book 9270, Page 262.
13. Agreement by and Between the Viera Stewardship District and Pulte Home Company, LLC regarding the True-Up and Payment of Village 2 Master Improvement Assessments recorded in Official Records Book 9334, Page 1374, and in Official Records Book 9841, Page 1792.
14. Declaration of Consent to Jurisdiction of the Viera Stewardship District and to Imposition of Special Assessments (Village 2) recorded in Official Records Book 9334, Page 1424.
15. Access is through the plat of Del Webb at Viera – Phase 4 recorded in Plat Book 75, Page 53 and through the plat of Del Webb at Viera – Phase 5A.

16. Neighborhood Declaration for Del Webb at Viera recorded in Official Records Book 9487, Page 2609, as thereafter supplemented by the following: Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 2) recorded in Official Records Book 9489, Page 816; and Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 3) recorded in Official Records Book 9640, Page 1570; and Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 4) recorded in Official Records Book 10020, Page 2837; and Supplemental Declaration to Neighborhood Declaration for Del Webb at Viera (Adding Del Webb at Viera Phase 5) recorded in Official Records Book 10214, Page 2515.
17. Matters contained in Final Plat of Del Webb at Viera – Phase 5A recorded in Plat Records Book 77, Page 52.

NOTE: All references are to documents recorded in the Public Records of Brevard County, Florida.

This Property Information Report is made for the express purpose of furnishing title information in connection with the recording of the proposed Plat and Dedication for Del Webb at Viera – Phase 5B.

DISCLAIMER: This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

CONFIDENTIALITY: This report is privileged and intended for the use of the addressee only. Any disclosure, copying, distributing or taking of action by third parties in reliance on the information contained in this report is expressly prohibited.

In witness whereof, this Company has caused this report to be signed this 30<sup>th</sup> day of September 2025.

PGP Title, Inc.

Rene Edwards  
Title Examiner

DESCRIPTION OF DEL WEBB AT VIERA - PHASE 5B

A PARCEL OF LAND IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF DEL WEBB AT VIERA - PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE BOUNDARY OF SAID DEL WEBB AT VIERA - PHASE 4, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; 1) THENCE N89°34'10"E, A DISTANCE OF 75.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 177.00 FEET, A CENTRAL ANGLE OF 51°09'09", A CHORD BEARING OF S82°57'29"E AND A CHORD LENGTH OF 152.83 FEET), A DISTANCE OF 158.02 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; 3) THENCE N88°46'09"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 382.11 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 647.00 FEET, A CENTRAL ANGLE OF 41°21'29", A CHORD BEARING OF S70°33'06"E AND A CHORD LENGTH OF 456.95 FEET), A DISTANCE OF 467.03 FEET TO THE END OF SAID CURVE; 5) THENCE S49°52'22"E, A DISTANCE OF 112.44 FEET; 6) THENCE N41°11'24"E, A DISTANCE OF 139.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 4°49'04", A CHORD BEARING OF N43°35'56"E AND A CHORD LENGTH OF 79.61 FEET), A DISTANCE OF 79.63 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT, (SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF DEL WEBB AT VIERA - PHASE 5A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 52, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG THE BOUNDARY OF SAID DEL WEBB AT VIERA - PHASE 5A, THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 727.50 FEET, A CENTRAL ANGLE OF 27°43'51", A CHORD BEARING OF S51°17'13"E AND A CHORD LENGTH OF 348.68 FEET), A DISTANCE OF 352.11 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 997.50 FEET, A CENTRAL ANGLE OF 24°42'37", A CHORD BEARING OF S52°47'50"E AND A CHORD LENGTH OF

426.87 FEET), A DISTANCE OF 430.20 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1486.52 FEET, A CENTRAL ANGLE OF 7°43'04", A CHORD BEARING OF S44°18'04"E AND A CHORD LENGTH OF 200.08 FEET), A DISTANCE OF 200.23 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHWEST; THENCE S41°11'24"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 222.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1018.00 FEET, A CENTRAL ANGLE OF 37°43'43", A CHORD BEARING OF S22°19'32"W AND A CHORD LENGTH OF 658.29 FEET), A DISTANCE OF 670.34 FEET TO THE END OF SAID CURVE; THENCE S03°27'41"W, A DISTANCE OF 121.82 FEET; THENCE S25°46'54"W, A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N64°13'06"W, ALONG THE NORTH LINE OF SAID 30.00 FOOT WIDE UTILITY EASEMENT, A DISTANCE OF 1755.66 FEET TO THE EAST LINE OF THAT CERTAIN 95.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 725, PAGE 563, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°25'50"W, ALONG THE EAST LINE OF SAID 95.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 893.18 FEET TO THE POINT OF BEGINNING. CONTAINING 48.62 ACRES, MORE OR LESS.