



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

I.2.

11/14/2023

Subject:

Performance Bond Reduction: Pangea Park, Phases 3 and 4 - District 4
Developer: The Viera Company

Fiscal Impact:

None

Dept/Office:

Public Works/Engineering

Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners authorize the release of a portion (\$10,682,650.49) of the Performance Bond provided with Contract dated February 21, 2023, for Pangea Park, Phases 3 & 4.

Summary Explanation and Background:

The Pangea Park, Phases 3 and 4 subdivision is located within the Viera Development of Regional Impact (DRI), south of Pineda Boulevard between west of Lake Andrew Drive. The proposed subdivision contains 418 lots on 141.84 acres.

The Pangea Park, Phases 3 and 4 subdivision received preliminary plat and final engineering plans on December 21, 2020, and final plat and contract approval on February 21, 2023. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2844(b), *"Release or reduction of performance security:* No security shall be released until a certificate of completion has been posted under this article. The board upon the recommendation of the county development engineer, and upon recommendation from the public works department, may reduce the amount of required security upon the completion and acceptance by the appropriate governmental units of all utility installations for the subdivision or the completion and approval of all the roads and drainage systems. The amount of the reduction of the security shall be relative to the amount of the cost of the utilities or roads and drainage which constitutes the entire subdivision improvement cost estimate used for posting security under this article.

As of October 27, 2023, a Certificate of Completion has been issued for Phase 3. Infrastructure improvements are substantially complete for Phase 4 which is the last phase of the Pangea Park subdivision. The Amenity Center for Pangea Park is the final remaining improvement for the completion of the entire subdivision. The amount to be retained, \$1,220,751.25, is for 125% of the Amenity Center infrastructure improvements.

Reference: 22FM00017, 20SD00009, 22ER00006

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department.



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

November 15, 2023

M E M O R A N D U M

TO: Marc Bernath, Public Works Director Attn: Christine Verrett

RE: Item I.2., Performance Bond Reduction: Pangea Park, Phases 3 and 4 – Developer: The Viera Company

The Board of County Commissioners, in regular session on November 14, 2023, authorized releasing a portion (\$10,682,650.49) of the Performance Bond provided with Contract dated February 21, 2023, for Pangea Park, Phases 3 and 4 – Developer: The Viera Company.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Donna Scott
Kimberly Powell, Clerk to the Board

/ds

cc: Finance
Budget



B.S.E. CONSULTANTS, INC.

Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

Revised October 31, 2023

Revised October 30, 2023

January 13, 2023

Via Courier

Ms. Christine Verrett
Brevard County Public Works Engineering
2725 Judge Fran Jamieson Way
Bldg. A, Room 204
Melbourne, FL 32940

Re: Pangea Park Subdivision – Village 2, Neighborhood 5, Phases 3 & 4
#20SD00009 / 21ER00032 / 22ER00006
B.S.E. File #11530.03

Dear Christine:

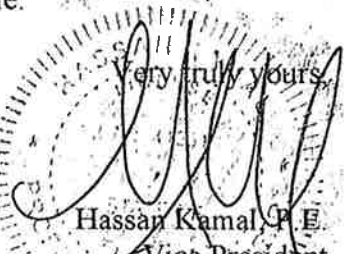
By copy of this letter, we hereby certify that the cost to construct the remaining infrastructure improvements at the above referenced project is \$976,601.00.

Performance Bond requirements at 125% of construction costs are \$1,220,751.25.

The costs reflect the costs to complete the site improvements for the Amenity Center, which is required to be completed prior to the issuance of the Certificate of Completion for Phase 4.

A detailed breakdown of the remaining improvements is listed within the attached Exhibit A.

If you have any questions regarding the above, please feel free to call me.

Very truly yours,

Hassan Kamal, P.E.
Vice President
B.S.E. Consultants, Inc.

HK/alm

11530.03.county.corr.22-hk19067.dec.rev

cc: Mary Ellen McKibben, Director of Land Development, The Viera Company (via E-mail)
Michael Arnold, Vice President of Land Development, The Viera Company (via E-mail)
Tyler Duda, The Viera Company (via E-mail)

Enclosures

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning
312 South Harbor City Boulevard, Suite #4, Melbourne, Florida 32901
Telephone: (321) 725-3674 ~ Fax: (321) 723-1159 ~ Toll Free: 1-800-523-4BSE(4273) ~ Email: info@bseconsult.com

**VILLAGE 2, NEIGHBORHOOD 5 -
PANGEA PARK SUBDIVISION INFRASTRUCTURE IMPROVEMENTS - PHASES 3 & 4
PHASE 4 (AMENITY CENTER IMPROVEMENTS)**

PERFORMANCE BOND CALCULATIONS

EXHIBIT "A"

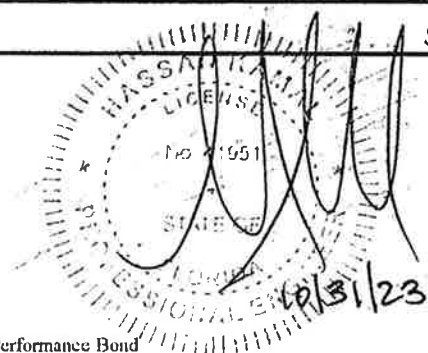
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
PANGEA PARK SUBDIVISION				
SUBDIVISION IMPROVEMENTS				
PART A -- PAVING & DRAINAGE IMPROVEMENTS				
DEMO / REMOVE EXISTING PAVEMENT / BASE	SY	10	\$ 35.00	\$ 350.00
FINE GRADE BLDG PADS, KIOSKS, TENNIS COURTS, POOL, PLAYGROUND	SY	6,400	\$ 3.50	\$ 22,400.00
SITE GRADING (includes parking areas, Driveways and site)	SY	18,650	\$ 1.80	\$ 33,570.00
REMOVE AND DISPOSE OF EXISTING CURB	LF	100	\$ 33.00	\$ 3,300.00
8" STABILIZED SUBGRADE	SY	4,925	\$ 10.00	\$ 49,250.00
8" BASE COURSE WITH SURFACE PRIME	SY	5,125	\$ 21.00	\$ 107,625.00
10" BASE COURSE WITH SURFACE PRIME COAT	SY	40	\$ 48.00	\$ 1,920.00
10" STABILIZED SUBGRADE	SY	200	\$ 15.00	\$ 3,000.00
1½" TYPE SP-9.5 ASPHALTIC CONCRETE	SY	3,980	\$ 18.00	\$ 71,640.00
2" TYPE SP-12.5 ASPHALTIC CONCRETE	SY	200	\$ 32.00	\$ 6,400.00
1.5' TYPE F CURB	LF	1,800	\$ 24.00	\$ 43,200.00
16" TYPE A CURB	LF	230	\$ 18.00	\$ 4,140.00
TYPE D CURB	LF	280	\$ 18.00	\$ 5,040.00
13' x 6" CONCRETE SIDEWALK	LF	20	\$ 90.00	\$ 1,800.00
10' x 6" CONCRETE SIDEWALK	LF	85	\$ 75.00	\$ 6,375.00
8' x 6" CONCRETE SIDEWALK PEDWAY	LF	200	\$ 55.00	\$ 11,000.00
8' x 4" CONCRETE SIDEWALK	LF	1,090	\$ 60.00	\$ 65,400.00
6' x 6" CONCRETE SIDEWALK PEDWAY	LF	250	\$ 50.00	\$ 12,500.00
6' x 4" CONCRETE SIDEWLK	LF	890	\$ 42.00	\$ 37,380.00
5' x 6" CONCRETE SIDEWALK	LF	28	\$ 36.00	\$ 1,008.00
MISC. PARKING/SIDEWALK, 6" THICK	SY	1,000	\$ 70.00	\$ 70,000.00
6" PORTLAND CEMENT CONCRETE W/MESH	SY	35	\$ 150.00	\$ 5,250.00
12" ADS STORM SEWER	LF	235	\$ 54.00	\$ 12,690.00
18" ADS STORM SEWER	LF	125	\$ 86.00	\$ 10,750.00
12" RCP STORM SEWER	LF	59	\$ 60.00	\$ 3,540.00
18" RCP STORM SEWER	LF	518	\$ 75.00	\$ 38,850.00
24" RCP STORM SEWER	LF	194	\$ 90.00	\$ 17,460.00
REGRADING & SODDING OF LAKE BANK AT PIPE END	EA	3	\$ 3,423.00	\$ 10,269.00
TRENCH DRAIN (TENNIS COURTS)	LF	206	\$ 118.00	\$ 24,308.00
TYPE C DITCH BOTTOM INLET	EA	5	\$ 4,120.00	\$ 20,600.00
TYPE D DITCH BOTTOM INLET	EA	4	\$ 7,470.00	\$ 29,880.00
TYPE 9 CURB INLET	EA	4	\$ 9,594.00	\$ 38,376.00

**VILLAGE 2, NEIGHBORHOOD 5 -
PANGEA PARK SUBDIVISION INFRASTRUCTURE IMPROVEMENTS - PHASES 3 & 4
PHASE 4 (AMENITY CENTER IMPROVEMENTS)**

PERFORMANCE BOND CALCULATIONS

EXHIBIT "A"

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
CORE DRILL EX DS146 FOR 12" ADS/CONNECTION	LS	1	\$ 13,310.00	\$ 13,310.00
12" FES ADS	EA	1	\$ 17,032.00	\$ 17,032.00
18" FES RCP	EA	1	\$ 10,209.00	\$ 10,209.00
24" FES RCP	EA	1	\$ 17,032.00	\$ 17,032.00
SIGNAGE AND PAVEMENT MARKING (PROVIDE AND INSTALL DECORATIVE SIGNAGE)	LS	1	\$ 25,000.00	\$ 25,000.00
MAINTENANCE OF TRAFFIC	LS	1	\$ 1,051.00	\$ 1,051.00
LANDSCAPING	LS	1	\$ 45,000.00	\$ 45,000.00
SUBTOTAL PART A				\$ 897,905.00
PART B -- POTABLE WATER DISTRIBUTION SYSTEM				
REMOVE BLOW OFF & CONNECT TO EXISTING WATER MAIN	EA	1	\$ 2,333.00	\$ 2,333.00
6" PVC WATER MAIN & FITTINGS	LF	35	\$ 103.00	\$ 3,605.00
6" GATE VALVE ASSEMBLY	EA	1	\$ 2,879.00	\$ 2,879.00
INSTALL 2" METER AND BACKFLOW PREVENTER	LS	1	\$ 5,856.00	\$ 5,856.00
2" BLOW OFF & VALVE ASSEMBLY	EA	1	\$ 1,761.00	\$ 1,761.00
FIRE HYDRANT & VALVE ASSEMBLY	EA	1	\$ 7,062.00	\$ 7,062.00
SINGLE SERVICE CONNECTION - 242 LF	EA	1	\$ 12,660.00	\$ 12,660.00
SUBTOTAL PART B				\$ 36,156.00
PART C -- SANITARY SEWER SYSTEM				
4' DIAMETER SAN. SEWER MANHOLE (6'-8' DEPTH)	EA	1	\$ 8,611.00	\$ 8,611.00
4' DIAMETER SAN. SEWER MANHOLE (8'-10' DEPTH)	EA	1	\$ 10,936.00	\$ 10,936.00
8" PVC SANITARY SEWER (6'-8' DEPTH)	LF	113	\$ 113.00	\$ 12,769.00
8" PVC SANITARY SEWER (8'-10' DEPTH)	LF	20	\$ 122.00	\$ 2,440.00
REMOVE PLUG & CONNECT TO EXISTING SANITARY SEWER	EA	1	\$ 2,853.00	\$ 2,853.00
SINGLE SANITARY SEWER SERVICE CONNECTION - 70 LF	EA	1	\$ 2,077.00	\$ 2,077.00
SANITARY SEWER SERVICE CLEAN-OUTS	EA	2	\$ 1,427.00	\$ 2,854.00
SUBTOTAL PART C				\$ 42,540.00
TOTAL - PHASE 4 (PARTS A-D)				\$ 976,601.00
TOTAL PERFORMANCE BOND AT 125% OF CONSTRUCTION COST				\$ 1,220,751.25



**Subdivision No. 20SD00009/21ER00032/22ER00006 Project Name Pangea Park Subdivision, Village 2,
Neighborhood 5 Phase 3 & 4**
Subdivision Infrastructure
Contract

THIS CONTRACT entered into this 21 day of FEBRUARY 2023, 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 20SD00009/21ER00032/22ER00006. 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 non-defective 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 28th day of February, 2024

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 \$11,903,401.74. 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:


Rachel M. Sadoff, Clerk

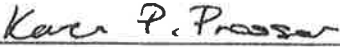
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

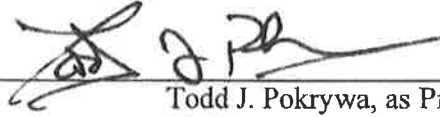

Rita Pritchett Chair

As approved by the Board on: Feb. 21, 2023.

WITNESSES:

PRINCIPAL: The Viera Company


KAREN P. PROSSER


Todd J. Pokrywa, as President


Mary Ellen McKibben

1-18-23
DATE

State of: Florida

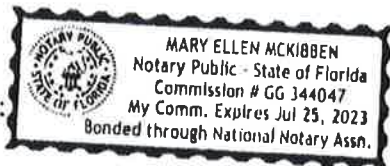
County of: Brevard

The foregoing instrument was acknowledged before me this 18th day of Jan 2023, 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 \$11,903,401.74 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 21 day of FEBRUARY, 2023, 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 February 28th, 2024 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 18th day of Jan., 2023.

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(s)-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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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**, 2026




 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 each of the Companies, 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

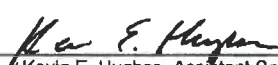
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **17th** day of **January**, 2023




 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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PANGEA PARK PHASES 3 & 4 **SECTIONS 28, AND 33, TOWNSHIP 26** **SOUTH, RANGE 36 EAST** **BREVARD COUNTY, FLORIDA**

PLAY BOOK PAGE
 SHEET 3 OF 10
 SECTIONS 28, AND 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST



CU 100.00
 PANGEA PARK
 PHASES 3 & 4
 (PG 10, PG 20)

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	508.86	1500.00	23.9450°	N73.7425°W	437.29
C2	46.89	475.00	3.7450°	N27.7979°W	46.87
C3	112.42	465.00	14.4700°	S41.1721°E	100.80
C4	100.38	425.00	13.7100°	S22.2304°W	100.00
C5	74.00	1175.00	2.7640°	N22.2371°W	74.00
C7	45.00	1225.00	2.0910°	S22.1247°W	45.00



- SURVEY SYMBOL LEGEND**
- PERMANENT REFERENCE MONUMENT (PRM)
 - SET BACK MONUMENT (SBM)
 - CONCRETE MONUMENT (CM)
 - WOOD MONUMENT (WM)
 - IRON MONUMENT (IM)
 - STEEL MONUMENT (SM)
 - ALUMINUM MONUMENT (AM)
 - BRASS MONUMENT (BM)
 - PLASTIC MONUMENT (PM)
 - PAINT MONUMENT (PTM)
 - WOOD MONUMENT (WM)
 - IRON MONUMENT (IM)
 - STEEL MONUMENT (SM)
 - ALUMINUM MONUMENT (AM)
 - BRASS MONUMENT (BM)
 - PLASTIC MONUMENT (PM)
 - PAINT MONUMENT (PTM)

- ABBREVIATIONS**
- AL - ALIQUOT
 - AC - ACRES
 - AS - ASSESSMENT
 - BL - BLOCK
 - CD - CONDOMINIUM
 - CH - CHURCH
 - CM - CONCRETE MONUMENT
 - CO - COAST
 - CR - CROWN
 - CS - CROWN
 - CU - CROWN
 - DE - DEED
 - DI - DIAMETER
 - DO - DOWNS
 - DR - DRIVE
 - EA - EAST
 - EC - END OF CURVE
 - ED - END OF DRIVE
 - EL - ELEVATION
 - EN - END
 - EP - END POINT
 - ES - END
 - ET - END
 - FW - FIREWORK
 - GA - GROUND
 - GL - GROUND LEVEL
 - GR - GROUND
 - HA - HAZARD
 - HE - HAZARD
 - HO - HAZARD
 - IS - ISLAND
 - LA - LAND
 - LE - LEASE
 - LI - LINE
 - LO - LOT
 - MA - MANSION
 - MC - MOUNTAIN
 - MD - MOUNTAIN
 - ME - MOUNTAIN
 - MI - MOUNTAIN
 - ML - MOUNTAIN
 - MO - MOUNTAIN
 - MS - MOUNTAIN
 - MT - MOUNTAIN
 - NA - NORTH
 - NE - NORTH
 - NO - NORTH
 - NU - NORTH
 - OW - OCEAN
 - PA - PARK
 - PE - PARK
 - PI - PARK
 - PL - PARK
 - PO - PARK
 - PR - PARK
 - PS - PARK
 - PT - PARK
 - PU - PARK
 - RA - RAILROAD
 - RE - RAILROAD
 - RI - RAILROAD
 - RO - RAILROAD
 - SA - SOUTH
 - SE - SOUTH
 - SO - SOUTH
 - SW - SOUTH
 - TA - TOWN
 - TE - TOWN
 - TO - TOWN
 - TR - TOWN
 - WA - WATER
 - WE - WATER
 - WO - WATER
 - WY - WATER

THE PLAT PREPARED BY -
 DATE 12/14/22
 DRAWN BY 11/14/22
 PROJECT 11/14/22

**SECTIONS 28, AND 33, TOWNSHIP 26
SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA**

[illegible]

KEY MAP

PERMANENT REFERENCE MONUMENT (PRM),
A 4" X 4" X 16" CONCRETE MONUMENT WITH
DISK SET IN TOP LABARD, UNLESS
OTHERWISE NOTED

SET SET IRON ROD AND CAP, STAMPED FROM
LABARD, UNLESS OTHERWISE NOTED

PERMANENT REFERENCE MONUMENT (PRM),
FOUND SET IRON ROD AND CAP, STAMPED
FROM LABARD, UNLESS OTHERWISE NOTED

PERMANENT CONTROL POINT (PCP) SET
MAC NAIL AND DISK STAMPED "P" LABARD,
UNLESS OTHERWISE NOTED

SECTION CORNER, MARKED AS NOTED

MINUTES/FEET
- SECONDS/INCHES
- DEGREES
AC ACRES
AL ARC LENGTH
BCC BEGINNING OF CURVE
CB CHORD BEARING
CH CHORD LENGTH
CM CONCRETE MORTARMENT
DE PRIVATE DRAINAGE EASEMENT
DEL CENTRAL DELTA ANGLE
E EAST
LOC END OF CURVE

[illegible]

THIS PLAN PREPARED BY:


ES&P CONSULTANTS, INC.
 15001 THE LINDBERGH - 4000 SUITE 100
 NEWTON, MASSACHUSETTS 02459-1000
 TEL: 617/552-1000 FAX: 617/552-1001
 WWW.ESP-CONSULTANTS.COM

BREVARD COUNTY, FLORIDA

SECTIONS 28, AND 33, TOWNSHIP 26
SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

[illegible]

ABBREVIATIONS
 MINUTES/FEET
 DECOMPOSURES
 DEGREES
 CHORD LENGTH
 BEGINNING OF CURVE
 CHORD BEARING
 CHORD LENGTH
 CONCRETE MONUMENT
 PRIVATE DRAINAGE EASEMENT
 CENTRAL/CHORD ANGLE
 FACT
 END OF CURVE
 BEARING
 EXISTING BUILDING RESTRICTION
 CHORD
 100 FEET
 PEGGATION EASEMENT (P)
 NORTH

SURVEY SYMBOL LEGEND

1 inch = 20 ft.

	PERMANENT REFERENCE MONUMENT
	SET ALL NEW CONCRETE MONUMENTS
	DESK STAMPED FROM LINES, UNLESS OTHERWISE NOTED.
	SET 5" PIVOT ROD AND CAP; STAMPED UNLESS OTHERWISE NOTED.
	PERMANENT REFERENCE MONUMENT
	FOUND 5" PIVOT ROD AND CAP; STAMPED FROM LINES, UNLESS OTHERWISE NOTED.
	PERMANENT CONTROL POINT (PROP); SET BY MACHINE, UNLESS PROP LAYED, UNLESS OTHERWISE NOTED.
	SECTION CORNER, MARKED AS NOTED.

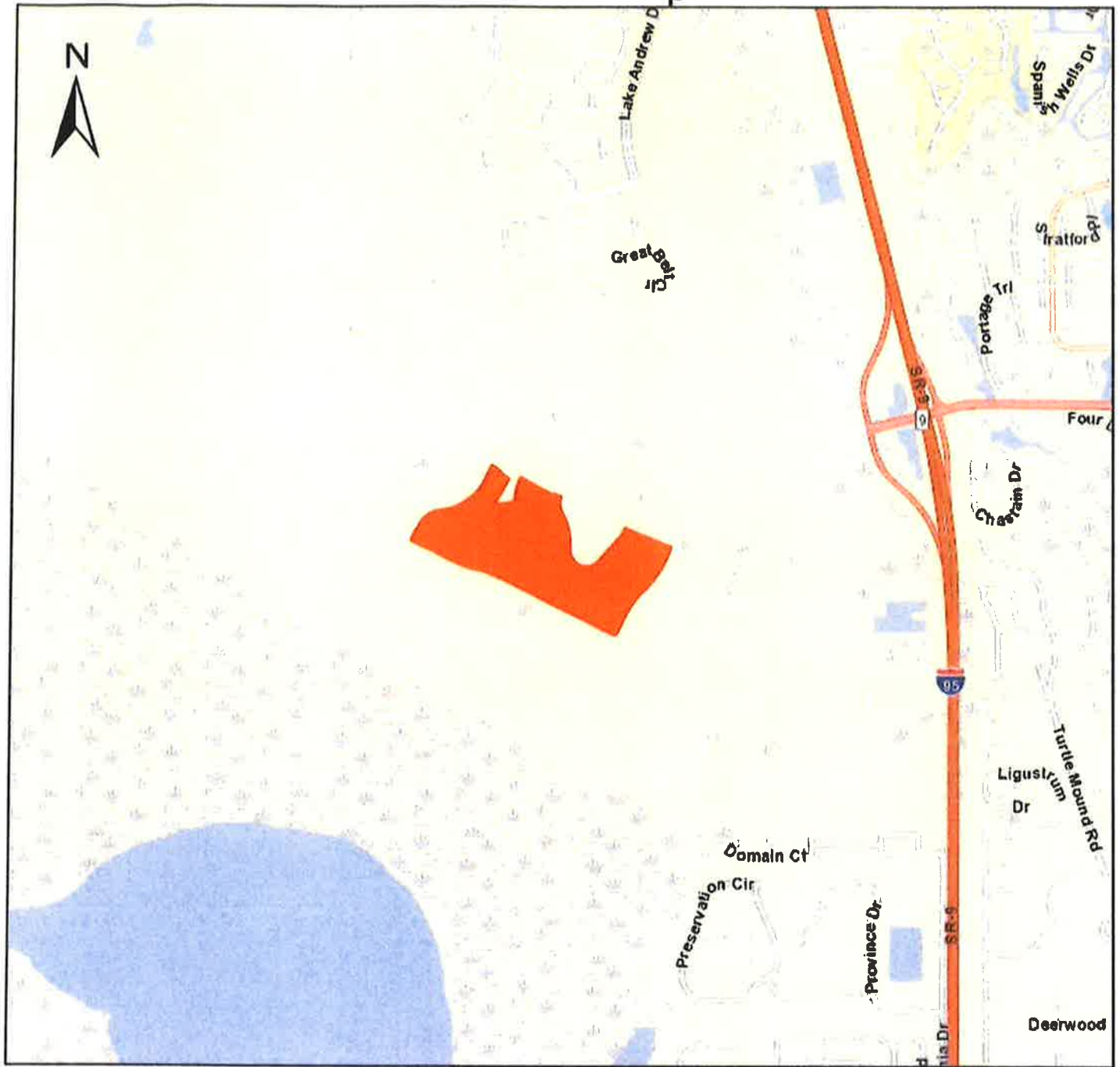
CURVE #		RADIUS		DELTA		CHORD LENGTH		CHORD BEARING	
C130	48.00	180.00	180.00	171.30°	180.00°	48.00	48.00	171.30°	180.00°
C131	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C132	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C133	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C134	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C135	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C136	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C137	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C138	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C139	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C140	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C141	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C142	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C143	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C144	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C145	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C146	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C147	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C148	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C149	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°
C150	41.02	180.00	179.97°	179.97°	180.00°	41.02	41.02	179.97°	180.00°

CURVE #	ARC LENGTH	MODULI	DELTA	DEGREE BENDING	DEGREE OF TWIST
C149	41.67	493.02	170.227	52.97737274	81.42
C150	30.67	413.02	170.227	52.97737274	36.87
C151	30.67	413.02	170.227	52.97737274	36.87
C152	41.67	493.02	170.227	52.97737274	81.42
C153	41.67	493.02	170.227	52.97737274	81.42
C154	30.67	413.02	170.227	52.97737274	36.87
C155	30.67	413.02	170.227	52.97737274	36.87
C156	41.67	493.02	170.227	52.97737274	81.42
C157	41.67	493.02	170.227	52.97737274	81.42
C158	30.67	413.02	170.227	52.97737274	36.87
C159	30.67	413.02	170.227	52.97737274	36.87
C160	41.67	493.02	170.227	52.97737274	81.42
C161	41.67	493.02	170.227	52.97737274	81.42
C162	30.67	413.02	170.227	52.97737274	36.87
C163	30.67	413.02	170.227	52.97737274	36.87
C164	41.67	493.02	170.227	52.97737274	81.42
C165	41.67	493.02	170.227	52.97737274	81.42
C166	30.67	413.02	170.227	52.97737274	36.87
C167	30.67	413.02	170.227	52.97737274	36.87
C168	41.67	493.02	170.227	52.97737274	81.42
C169	41.67	493.02	170.227	52.97737274	81.42
C170	30.67	413.02	170.227	52.97737274	36.87
C171	30.67	413.02	170.227	52.97737274	36.87
C172	41.67	493.02	170.227	52.97737274	81.42
C173	41.67	493.02	170.227	52.97737274	81.42
C174	30.67	413.02	170.227	52.97737274	36.87
C175	30.67	413.02	170.227	52.97737274	36.87
C176	41.67	493.02	170.227	52.97737274	81.42
C177	41.67	493.02	170.227	52.97737274	81.42
C178	30.67	413.02	170.227	52.97737274	36.87
C179	30.67	413.02	170.227	52.97737274	36.87
C180	41.67	493.02	170.227	52.97737274	81.42



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Location Map



Subject Property in Orange

General County Information Layers

 County Boundary

Disclaimer: 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.

Scale: 1:36,000
1 Inch equals 3,000 feet

0 1,500 3,000 ft



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