



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

5/17/2022

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### **Subject:**

Final Plat and Contract Approval, Re: Del Webb at Viera - Phase 2  
Developer: Pulte Home Company, LLC

### **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 Chair to sign the final plat and contract for Del Webb at Viera - Phase 2

### **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 final plat review. The pre-application conference for the above project was held on March 18, 2021. The preliminary plat/final engineering plan, which is the second stage of approval, was approved October 5, 2021. 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 the Del Webb at Viera - Phase 2, and has determined that it complies with the applicable ordinances.

Del Webb at Viera - Phase 2 is located in a DRI District designated by Brevard County's Future Land Use Map. The proposal is the second phase of a three-phase development of 397 total single-family residential units on 218.77 acres. Phase #1 - 45 lots. Phase #2 - 199 lots. Phase #3 - 153 lots.

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

Reference: 22FM00003, 21SD00003

Contact: Tim Craven, Planner II, Extension 58266

### **Clerk to the Board Instructions:**

Please have the contract signed and return the original and a certified copy 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

May 18, 2022

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

**TO:** Tad Calkins, Planning and Development Director    Attn: Tim Craven

**RE:** Item F.2., Final Plat and Contract Approval for Del Web at Viera – Developer: Pulte Home Company, LLC

The Board of County Commissioners, in regular session on May 17, 2022, executed and granted final plat approval for Del Web at Viera – Developer: Pulte Home Company, LLC, subject to minor changes, if necessary, receipt of all documents required for recording, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is a fully-executed contract.

Your continued cooperation is greatly appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK**

*Donna Scott*  
for Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

Subdivision No. 21SD00003

Project Name Village 2 Neighborhood 8, Phase 2

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 17 day of MAY, 2022, 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 and all other improvements depicted in subdivision number 21SD00003. 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 1 day of MARCH, 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 \$6,768,327.89. 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

Kristine Zonka, Chair

As approved by the Board on: May 17, 2022

WITNESSES:



Alexandra V Castro

PRINCIPAL:



Aaron Struckmeyer, P.E., Land Planning and Entitlements Manager

3/13/2022  
DATE

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2022, by Aaron Struckmeyer who is personally known to me or who has produced personally known as identification and who ~~did~~ (did not) take an oath.

My commission expires: 11/21/2025

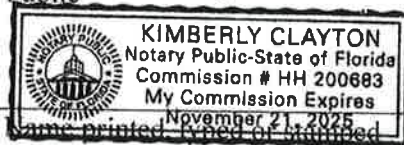
S E A L

Commission Number:

HH200683

Kimberly Clayton  
Notary Public

Notary



**SURETY PERFORMANCE BOND**Bond # 800134903**KNOW ALL MEN BY THESE PRESENTS:**

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, Atlantic Specialty 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 \$6,768,327.89, 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 17 day of MAY, 2022, 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 March 1, 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 28th day of February, 2022.

OWNER: Pulte Home Company, LLC.  
Gregory S. Rives, Assistant TreasurerSURETY: Atlantic Specialty Insurance Company  
James Moore, Attorney-In-Fact



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kelly A. Gardner, Jennifer J. Mc Comb, James Moore, Stephen Kazmer, Dawn L. Morgan, Melissa A. Schmidt, Amy Wickett**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

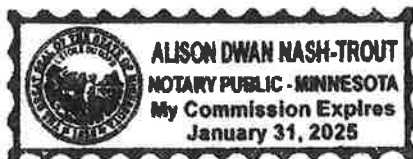
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of February, 2022

This Power of Attorney expires  
January 31, 2025



Kara Barrow, Secretary



State of Illinois}

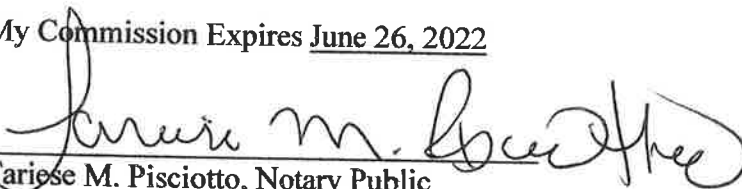
} ss.

County of DuPage }

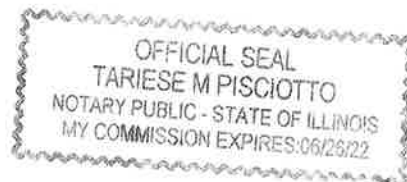
On February 28, 2022, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James Moore known to me to be Attorney-in-Fact of Atlantic Specilaty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in 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 June 26, 2022

  
Tariese M. Pisciotto, Notary Public

Commission No. 560807



**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

**) ss.**

**COUNTY OF FULTON)**

This record was acknowledged before me on February 28, 2022, appeared Gregory S. Rives, 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



*Shirley E. Hutchins*  
*Notary Public State of Georgia*  
*My Commission Expires: March 18, 2022*



## BREVARD COUNTY, FLORIDA

### PLAT NOTES

- [illegible]

18. THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:

- [illegible]

## STATE PLANE COORDINATE NOTES

A GPS CONTROLLING, BATTERY-OPERATING TRIMBLE POSITIONING SYSTEM WAS PROVIDED ON 1200-A. THE NETWORK VECTOR DATA WAS ACQUIRED BY AT LEAST SQUARES METHOD USING AGENT SOLUTIONS VERSION 2.7. THE 1200-A VECTOR INFORMATION WAS ENTERED IN THE NETWORK AND ADJUSTED. THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND RECALCULATED IN 1991 IN DATUM01.

COORDINATE	CONVERSION	COMBINED SCALE FACTOR	W. LONGITUDE	E. LATITUDE	E. HEIGHT	U.S. MGS	N. HEIGHTS	NORTHING	PO	DESCRIPTION
1000000.00	1000000.00	1.00000000	60° 00' 00" W	20° 00' 00" N	22.22534	784.03111	44.00187	1095.20134	ACTING	CR 2000 E 2ND S
1000000.00	1000000.00	1.00000000	60° 00' 00" W	20° 00' 00" N	22.22534	784.03111	44.00187	1095.20134	ACTING	CR 2000 E 2ND S
1000000.00	1000000.00	1.00000000	60° 00' 00" W	20° 00' 00" N	22.22534	784.03111	44.00187	1095.20134	ACTING	CR 2000 E 2ND S

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 1 OF 13

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that Moore Company, a Limited Liability Company, being the owner in fee simple of the land

**DEL WEBB AT VIERA - PHASE 2**

[illegible]

By [Signature]  
Aarna Strickland  
Director - Land Development

Attest: [Signature]  
Taliaha Lassano  
Assistant

[Signature]  
Amanda Gawn

[illegible]

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

*Richard C. Carr*  
\_\_\_\_\_  
NO. 1077 PUBLIC

Notary Public, State of New York  
My Comm. Expires 12/31/2007  
Comm. No. 173200-13



**CERTIFICATE OF SURVEYOR**

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned, **Barthelme Professional Surveyor and Mapper**, does hereby certify that he completed the boundary survey of the lands shown on the map(s) that said map was prepared under his direction and supervision and that he complies with all of the statutory requirements of Chapter 176, Part 1, Sections 1 and 2 of the laws of the State of Florida as amended, 1935, 1937, 1941, 1943, 1945, 1947, 1949, 1951, 1953, 1955, 1957, 1959, 1961, 1963, 1965, 1967, 1969, 1971, 1973, 1975, 1977, 1979, 1981, 1983, 1985, 1987, 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025, 2027, 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2053, 2055, 2057, 2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073, 2075, 2077, 2079, 2081, 2083, 2085, 2087, 2089, 2091, 2093, 2095, 2097, 2099, 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115, 2117, 2119, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2139, 2141, 2143, 2145, 2147, 2149, 2151, 2153, 2155, 2157, 2159, 2161, 2163, 2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261

REGISTRATION NUMBER 5611  
B.S.E. CONSULTANTS, INC.  
372 South Harbor City Boulevard, Suite 46  
Melbourne, Fla. 32901  
Certificate of Authorization Number: 18-000-0075

I HEREBY CERTIFY That I have reviewed the foregoing plan and find it conforming with Chapter 177, part 1, Florida Statutes and County Ord. 67-2841(c)(d) as amended.

**BY BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY That the Board of County Commissioners of the County of Tarrant, Texas, do hereby certify that the following is a true and correct copy of the resolution of the Board of County Commissioners of the County of Tarrant, Texas, adopted on the 11th day of April, 1990, and that the same is hereby published for public use on this date.

*Kathleen Zerkow, Clerk*

**ATTEST:**

Clerk of the Board \_\_\_\_\_

**CERTIFICATE OF APPROVAL  
BY BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That on \_\_\_\_\_, 19\_\_\_\_, the foregoing  
approved by the Board of County Commissioners of Brevard County.

**WITNESSES**

**ATTEST:** \_\_\_\_\_  
Clerk of the Board

**CERTIFICATE OF CLERK**

I, **Richard C. Clark**, Clerk of the Board, do hereby certify that the foregoing is a true and correct copy of the proceedings of Chapter 177, Part I, as amended, as recorded on \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTENT!

Check if the Circuit Court is not to be waived during the

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 2 OF 13  
SECTIONS 20 AND 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST

COMMENCE AT THE SOUTHWEST CORNER OF STADIUM PARKWAY EXTENSION, ZONE E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK E, PAGE 10, OF THE PUBLIC RECORDS OF THE COUNTY OF BREVARD, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

### SURVEY SYMBOL LEGEND

- SURVEY SYMBOL LEGEND**
- SECTION CORNER, MARKED AS NOTED
- PERMANENT SURVEYING MONUMENT  
PPM1, SET 4' BY 4" X 1" CONCRETE  
MONUMENT WITH DICK STAMPED PPM1  
L6909. UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (COP) SET  
M40, M41, AND DICK STAMPED COP L6910  
UNLESS OTHERWISE NOTED
- SET 9' BY 9" UNLESS OTHER STAMPED  
PPM1 (L6905) AND CAP STAMPED  
PPM1 (L6906) AND CAP STAMPED  
PPM1 (L6907) UNLESS OTHER WAS NOTED

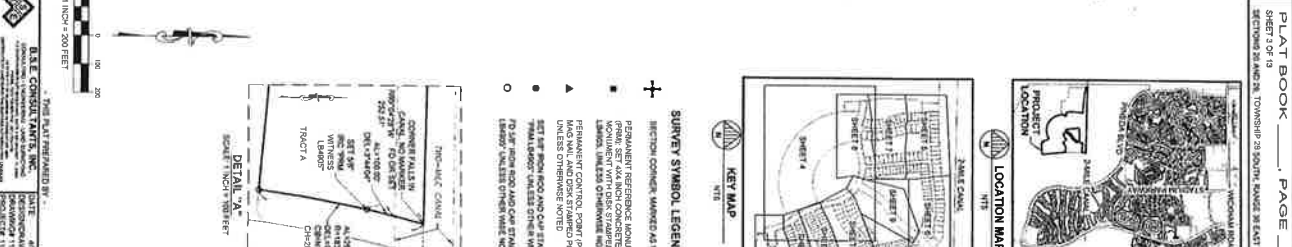
### **ABBREVIATIONS**

- [illegible]





PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 3 OF 13  
SECTION 26 AND 28, TOWNSHIP 23 SOUTH, RANGE 28 EAST  
WINDYBOLT



PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 4 OF 13




## SECTION COVERED, MAINTAINED AS NOTED

- FOR THE FIRST TIME AND CAN STAMPED "LAWRENCE" ON THE OTHER SIDE. NO TID



THIS PLAN PREPARED BY:

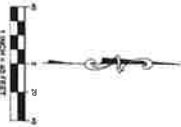
	<b>B.S.E. CONSULTANTS, INC.</b> CONSULTING - ENGINEERING - LAND SURVEYING 2000 Highway 100, Suite 100, Lawrenceville, GA 30046 (770) 962-1111	<b>DATE:</b> 3/1/92 <b>DESIGNED BY:</b> HARRY CHAMBERS <b>DRAWN BY:</b> JEN CHAMBERS
---	--	--

<p>• THIS PUT PREPARED BY:</p> <p>INVESTMENTS, INC.</p> <p>10000 WILSON BLVD. SUITE 1000 DALLAS, TEXAS 75243 (214) 343-1100</p>	<p>DATE: 3/1/92</p> <p>DESIGNATION: HARVEY OLSHANSKY 1946-201, 594</p>
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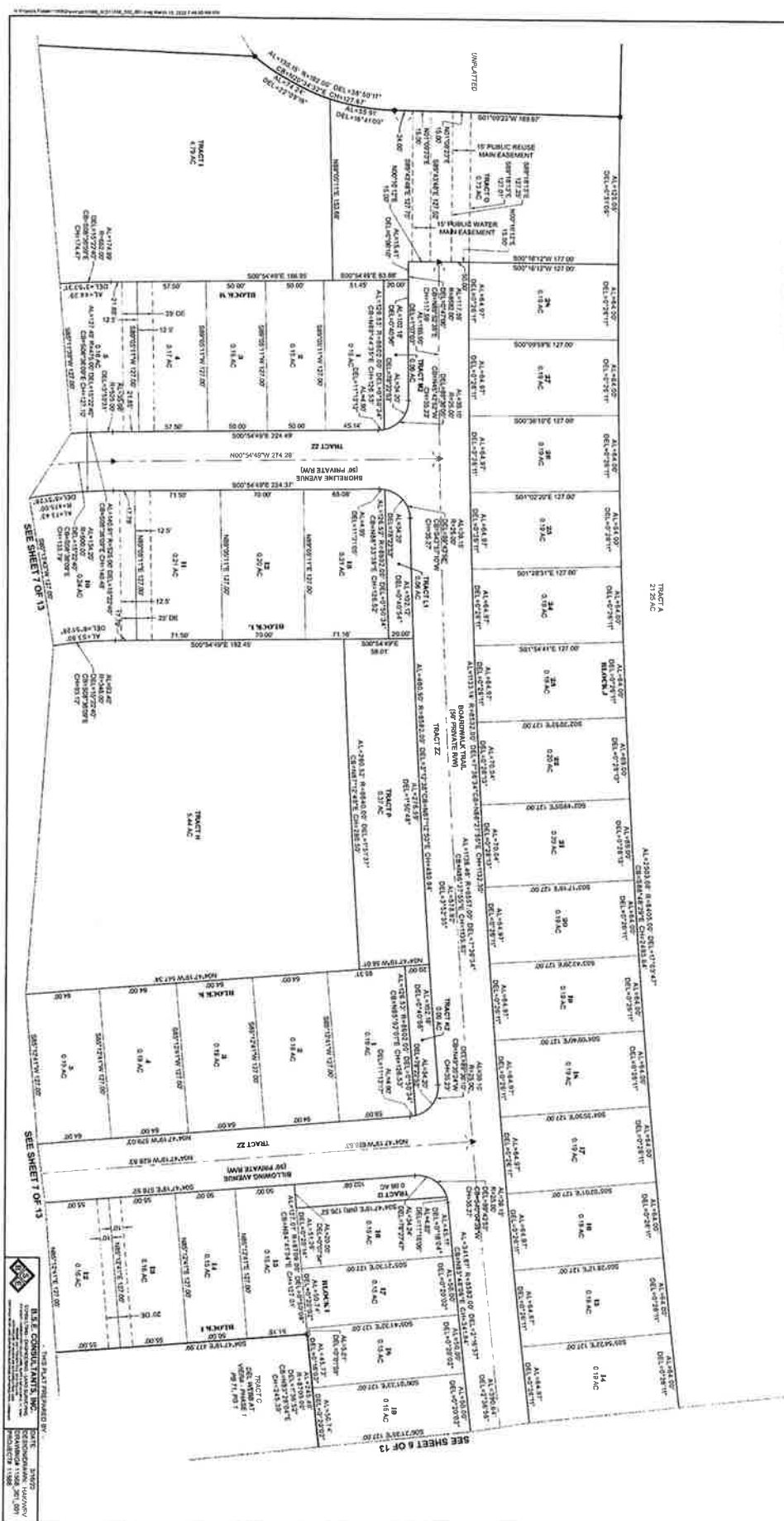
FIG. 5 OF 13

SECTION CORNER, MAINTAINED AS TWO

- POS (PAGE(S))  
POS FRONT OR REARWARD  
POS FRONT OR COMPLEMENT  
POS FRONT OR REAR SIDE CLIMATE  
PSE PUBLIC SOCIAL SECURITY  
PUD PLANNED UNIT DEVELOPMENT  
PUE PUBLIC UTILITY EASEMENT  
R RADIUS  
RW ROAD-CORNER  
TM TYPICAL  
VSD VERTICAL STRENGTHENING DETAIL



- SECTION COVER, MAILED AS NOTED
- PERMANENT REFERENCE DOCUMENT  
PRINT, SET, AND DISK CONCRETE  
MATERIAL WITH DISK STAMPED FROM  
LEAD05, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT PC01, SET  
MAG NAIL, AND DISK STAMPED PC01 LEAD05,  
UNLESS OTHERWISE NOTED
- SET 56 IRON ROD AND CAP STAMPED  
7-PRN LEAD09, UNLESS OTHERWISE NOTED
- SET 56 IRON ROD AND CAP STAMPED 7-PRN  
LEAD09, UNLESS OTHERWISE NOTED





PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 8 OF 13  
SECTIONS 20 AND 21 TOWNSHIP 28 NORTH RANGE 28 EAST

SECTION COVER, WARDEN AS NOTED

PERMANENT REFERENCE, MCKINLEY  
POWELL, SET AND KIMCHI CONCRETE  
CONCRETE, WITH DIRK STAMPED PPM  
189605, UNLESS OTHERWISE NOTED

PERMANENT CONTROL POINT (COP), SET  
MAG NAIL AND DISK STAMPED RCP 189605  
UNLESS OTHERWISE NOTED

SET 3" IRON ROD AND CAP STAMPED  
PPM 189605, UNLESS OTHERWISE NOTED

FD 3.5" IRON ROD AND CAP STAMPED "PPM  
189605" UNLESS OTHERWISE NOTED



PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 7 OF 13  
SECTIONS 25 AND 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST

5

N MAP



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SHEET # OF 13  
SECTIONS 20 AND 22, TOWNSHIP 28 NORTH, RANGE 28 EAST

### SURVEY SYMBOL LEGEND

PGIS PAGES)

POS POINT OF BEGINNING

POC POINT OF COMMENCEMENT

PPC POINT OF REVENUE CUMULATIVE

PSE PUBLIC SIDEWALK EASEMENT

PUD PLANNED UNIT DEVELOPMENT

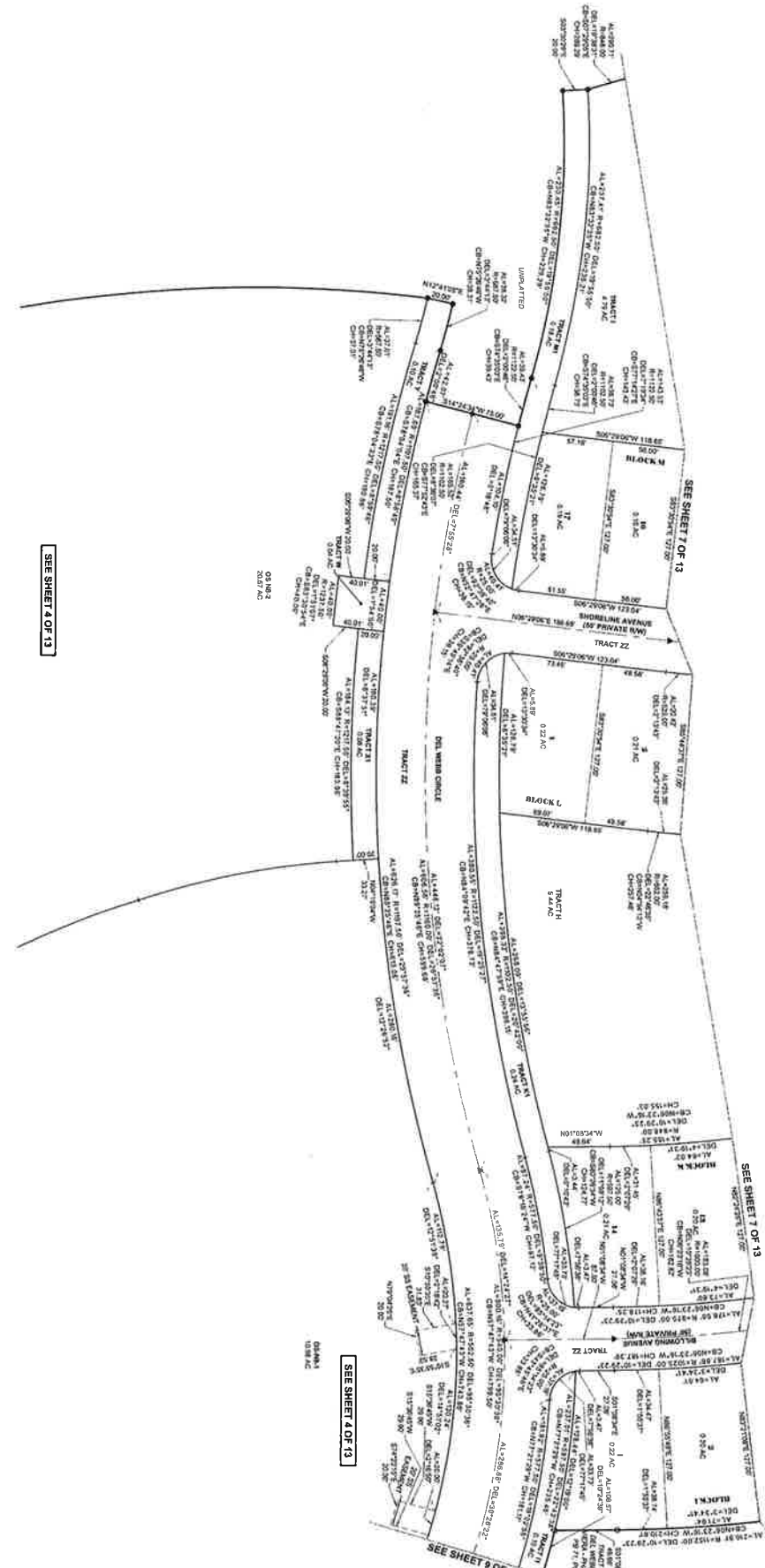
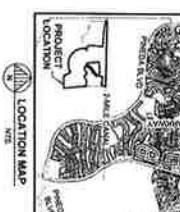
PUE PUBLIC UTILITY EASEMENT

# RANGES

RAW MONTH OF JUNE

TPC TYPICAL

USD VERBA STEWARDING DISTRICT



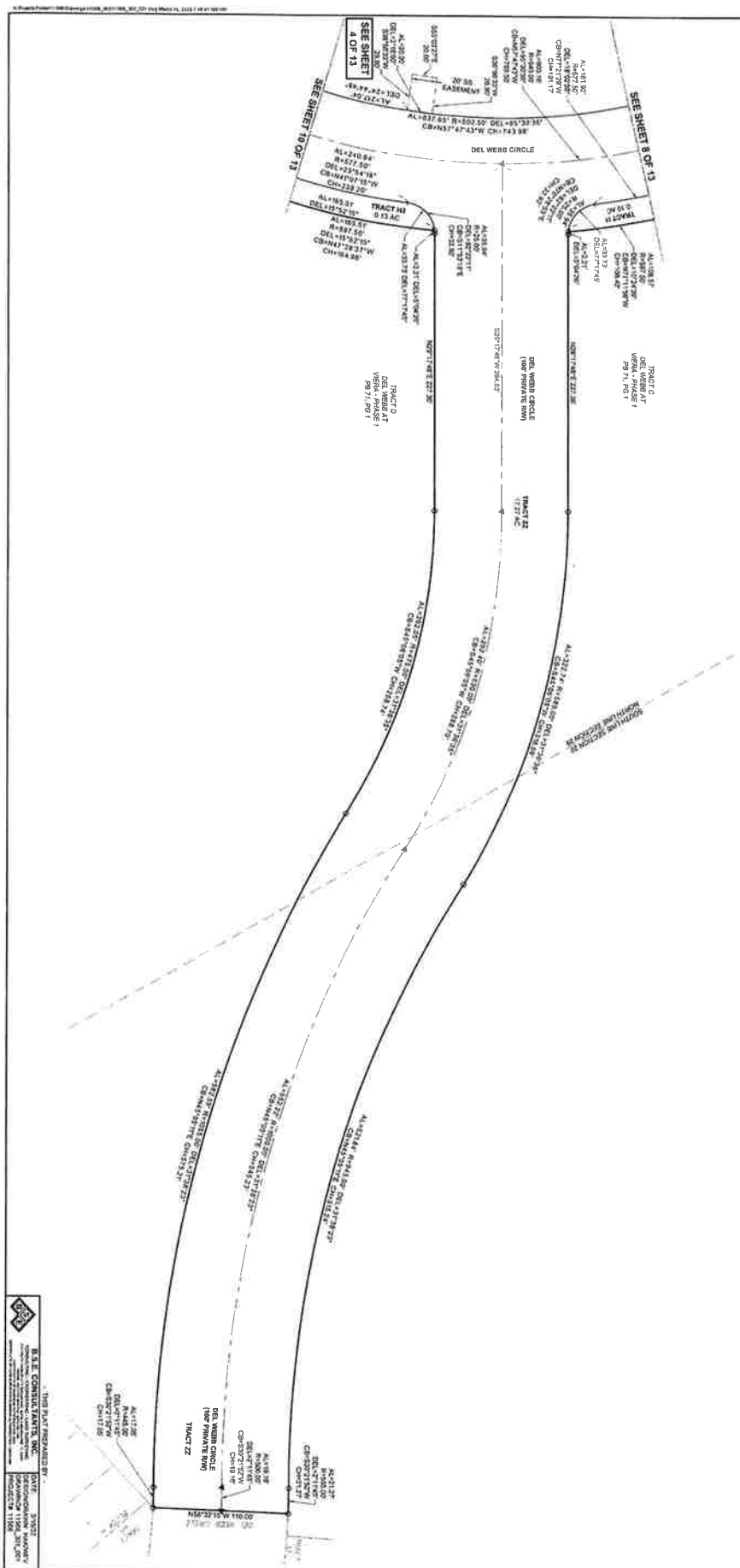
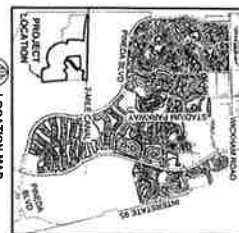
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEETS OF 13  
SECTIONS 20 AND 28 TOWNSHIP 28 SOUTH RANGE 36 EAST

**SURVEY SYMBOL LEGEND**

[illegible][illegible]

POB POINT OF BEGINNING  
POC POINT OF COMPLETION  
PAC POINT OF RELEASE/COMPLETION  
P.R.E. PUBLIC RELATIONS ELEMENT  
P.U.D. PLANNED UNIT DEVELOPMENT  
P.U.E. PUBLIC UTILITY ELEMENT  
R. RESIDUE  
R.N. RIGHT-OF-WAY  
T.T.P. TRUCK  
V.O. VEHICLE STEERING/DRIVING

- PERMANENT REFERENCE MONUMENT (PRM): SET 44 INCH CONCRETE MONUMENT WITH DIRT STAMPED PRM LABELS UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP): SET 44 INCH ALU. AND DIRT STAMPED PCP LABELS UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LABELS UNLESS OTHER WISE NOTED"
- SET 3/8" IRON ROD AND CAP STAMPED "PCP LABELS UNLESS OTHER WISE NOTED"







PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 12 OF 13  
SECTIONS 20 AND 23, TOWNSHIP 28 NORTH, RANGE 26 EAST

**SURVEY SYMBOL LEGEND**

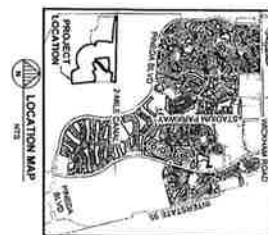
**SECTION CORNER, MAPPED AS NOTED**

**PERMANENT REFERENCE MONUMENT**  
PSPAL, SET BY IAC HIGH CONCRETE  
PSPAL, SET BY IAC HIGH CONCRETE  
PSPAL, SET BY IAC HIGH CONCRETE  
LABORG, UNLESS OTHERWISE NOTED

**PERMANENT CONTROL POINT, SET BY  
MAG TIAL AND DISK STAMPED FOR LABORG**

**SET 5" PITCH ROD AND CAP STAMPED  
P-5AL LABORG, UNLESS OTHERS WERE NOTED**

**7" SET RICH ROD AND CAP STAMPED "7"AL  
LABORG, UNLESS OTHER WERE NOTED**





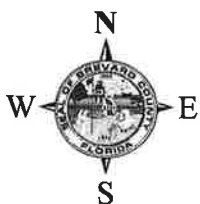
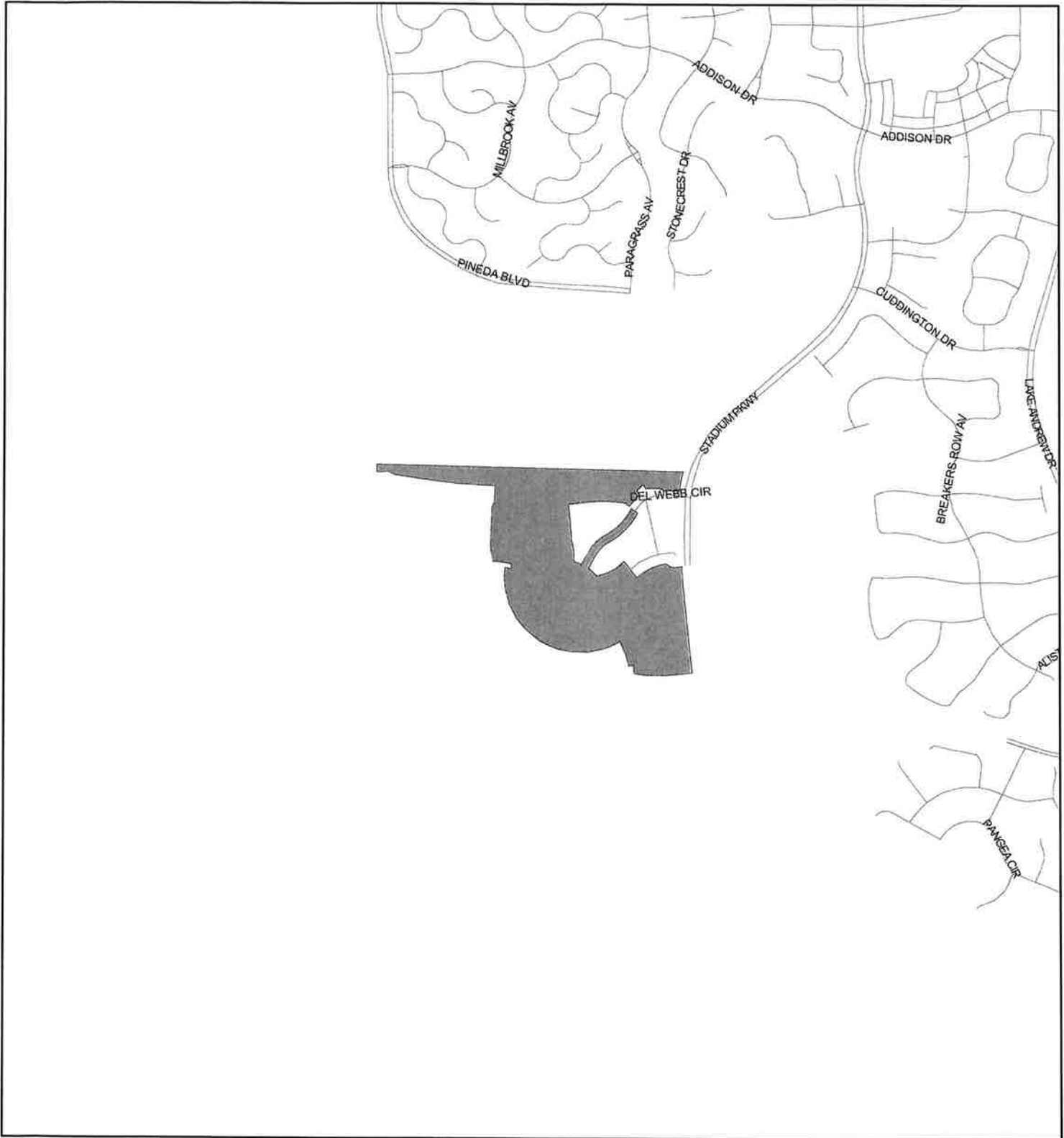




# LOCATION MAP

DEL WEBB AT VIERA - PHASE 2

22FM00003



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: 5/5/2022