



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.4.

5/7/2024

Subject:

Adopt Resolution and Release Performance Bond: Village 2 Center - 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 adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated May 4, 2023, for Village 2 Center.

Summary Explanation and Background:

Village 2 Center is located within the Viera Development of Regional Impact (DRI), on the west side of Stadium Parkway and on the south side of Pineda Boulevard. The public rights-of-way created by the plat are Farallon Fields Way, Bower Lane, and Sodore Way. The proposed plat contains 5 lots on 29.79 acres.

The Village 2 Center plat received preliminary plat and final engineering plans on November 18, 2022, and final plat and contract approval on May 4, 2023. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into a Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of April 3, 2024, the Village 2 Center infrastructure improvements have been completed and we are in receipt of a two-year maintenance bond.

Reference: 22SD00007, 22FM00019

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

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department and provide one original of the Resolution.



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 8, 2024

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

Attn: Christine Verrett

RE: Item F.4., Adopt Resolution and Release Performance Bond: Village 2 Center –
Developer: The Viera Company

The Board of County Commissioners, in regular session on May 7, 2024, adopted and executed Resolution No. 24-037, releasing the Contract and Surety Performance Bond dated May 4, 2023, for Village 2 Center, Developer: The Viera Company, in accordance with Section 62-2844(b). Enclosed is the fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

Encl. (1)

RESOLUTION 24-037

WHEREAS, the Board of County Commissioners of Brevard County, Florida and The Viera Company entered into a contract to guarantee the construction of improvements on property commonly known as Village 2 Center.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for public use at such time as said improvements were satisfactorily completed; and

WHEREAS, The Viera Company completed all the infrastructure improvements and has requested that the executed contract approved on May 4, 2023, be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Village 2 Center.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on May 4, 2023.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 7th day of May 2024.

ATTEST:


for 
Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 

Jason Steele, Chair

As approved by the Board on May 7, 2024



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 5, 2023

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Jeffrey Ball

RE: F.1., Final Plat and Contract Approval, Re: Village 2 Center -
Developer: The Viera Company

The Board of County Commissioners, in regular session on May 4, 2023, granted final plat approval and executed the final plat and contract for Village 2 Center – Developer: The Viera Company. Enclosed is the fully-executed contract and a certified copy.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in blue ink that reads "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/sm

Encls. (2)

Subdivision No. 22SD00007

Project Name Village 2 Center

Infrastructure Improvements

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 4 day of MAY 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 22SD00007. 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 or 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 March, 2025.

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 \$4,566,072.00. 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: MAY 4, 2023.

WITNESSES:

PRINCIPAL: The Viera Company

K.P. Pinner

Todd J. Pokrywa, as President

Mary Ellen McKibben

DATE

April 4, 2023

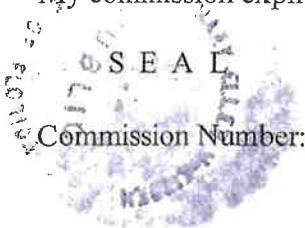
State of: Florida

County of: Brevard

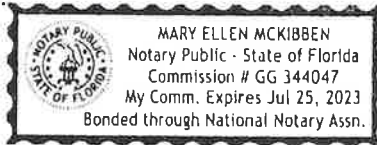
The foregoing instrument was acknowledged before me this 4th day of April, 2023, by

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:



Commission Number:



Notary Public

Notary Name printed, typed or stamped

Bond # 107768529

Village 2 Center
Infrastructure Improvements
#22SD00007

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 \$5,707,591.24 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 4 day of MAY, 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 March 28th, 2025 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 April, 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
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
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 **30th** day of **March**, 2023 .



Kevin E. Hughes
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.**

VILLAGE 2 CENTER

**SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA**

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

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/24/04. THE NETWORK VECTOR DATA WAS ACQUIRED BY LEAST SQUARES METHOD UTILIZING ASHTEC SOLUTIONS VERSION 1.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PID	NORTHING	EASTING	E. METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
BARAN AZ 508	AR318	1 429 229.724	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 18.2"
BARAN AZ 509	AR319	1 427 448.448	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 27.2"
BARAN AZ 510	AR320	1 425 667.000	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 36.2"
BARAN AZ 511	AR321	1 423 885.552	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 45.2"
BARAN AZ 512	AR322	1 422 104.104	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 54.2"
BARAN AZ 513	AR323	1 420 322.656	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 63.2"
BARAN AZ 514	AR324	1 418 541.208	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 72.2"
BARAN AZ 515	AR325	1 416 759.760	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 81.2"
BARAN AZ 516	AR326	1 414 978.312	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 90.2"
BARAN AZ 517	AR327	1 413 196.864	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 99.2"
BARAN AZ 518	AR328	1 411 415.416	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 108.2"
BARAN AZ 519	AR329	1 409 633.968	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 117.2"
BARAN AZ 520	AR330	1 407 852.520	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 126.2"
BARAN AZ 521	AR331	1 406 071.072	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 135.2"
BARAN AZ 522	AR332	1 404 289.624	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 144.2"
BARAN AZ 523	AR333	1 402 508.176	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 153.2"
BARAN AZ 524	AR334	1 400 726.728	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 162.2"
BARAN AZ 525	AR335	1 398 945.280	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 171.2"
BARAN AZ 526	AR336	1 397 163.832	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 180.2"
BARAN AZ 527	AR337	1 395 382.384	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 189.2"
BARAN AZ 528	AR338	1 393 600.936	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 198.2"
BARAN AZ 529	AR339	1 391 819.488	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 207.2"
BARAN AZ 530	AR340	1 390 038.040	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 216.2"
BARAN AZ 531	AR341	1 388 256.592	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 225.2"
BARAN AZ 532	AR342	1 386 475.144	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 234.2"
BARAN AZ 533	AR343	1 384 693.696	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 243.2"
BARAN AZ 534	AR344	1 382 912.248	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 252.2"
BARAN AZ 535	AR345	1 381 130.800	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 261.2"
BARAN AZ 536	AR346	1 379 349.352	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 270.2"
BARAN AZ 537	AR347	1 377 567.904	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 279.2"
BARAN AZ 538	AR348	1 375 786.456	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 288.2"
BARAN AZ 539	AR349	1 374 005.008	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 297.2"
BARAN AZ 540	AR350	1 372 223.560	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 306.2"
BARAN AZ 541	AR351	1 370 442.112	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 315.2"
BARAN AZ 542	AR352	1 368 660.664	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 324.2"
BARAN AZ 543	AR353	1 366 879.216	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 333.2"
BARAN AZ 544	AR354	1 365 097.768	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 342.2"
BARAN AZ 545	AR355	1 363 316.320	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 351.2"
BARAN AZ 546	AR356	1 361 534.872	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 360.2"
BARAN AZ 547	AR357	1 359 753.424	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 369.2"
BARAN AZ 548	AR358	1 357 971.976	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 378.2"
BARAN AZ 549	AR359	1 356 190.528	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 387.2"
BARAN AZ 550	AR360	1 354 409.080	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 396.2"
BARAN AZ 551	AR361	1 352 627.632	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 405.2"
BARAN AZ 552	AR362	1 350 846.184	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 414.2"
BARAN AZ 553	AR363	1 349 064.736	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 423.2"
BARAN AZ 554	AR364	1 347 283.288	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 432.2"
BARAN AZ 555	AR365	1 345 501.840	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 441.2"
BARAN AZ 556	AR366	1 343 720.392	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 450.2"
BARAN AZ 557	AR367	1 341 938.944	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 459.2"
BARAN AZ 558	AR368	1 340 157.496	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 468.2"
BARAN AZ 559	AR369	1 338 376.048	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 477.2"
BARAN AZ 560	AR370	1 336 594.600	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 486.2"
BARAN AZ 561	AR371	1 334 813.152	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 495.2"
BARAN AZ 562	AR372	1 333 031.704	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 504.2"
BARAN AZ 563	AR373	1 331 250.256	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 513.2"
BARAN AZ 564	AR374	1 329 468.808	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 522.2"
BARAN AZ 565	AR375	1 327 687.360	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 531.2"
BARAN AZ 566	AR376	1 325 905.912	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 540.2"
BARAN AZ 567	AR377	1 324 124.464	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 549.2"
BARAN AZ 568	AR378	1 322 343.016	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 558.2"
BARAN AZ 569	AR379	1 320 561.568	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 567.2"
BARAN AZ 570	AR380	1 318 780.120	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 576.2"
BARAN AZ 571	AR381	1 316 998.672	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 585.2"
BARAN AZ 572	AR382	1 315 217.224	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 594.2"
BARAN AZ 573	AR383	1 313 435.776	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 603.2"
BARAN AZ 574	AR384	1 311 654.328	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 612.2"
BARAN AZ 575	AR385	1 309 872.880	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 621.2"
BARAN AZ 576	AR386	1 308 091.432	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 630.2"
BARAN AZ 577	AR387	1 306 309.984	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 639.2"
BARAN AZ 578	AR388	1 304 528.536	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 648.2"
BARAN AZ 579	AR389	1 302 747.088	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 657.2"
BARAN AZ 580	AR390	1 300 965.640	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 666.2"
BARAN AZ 581	AR391	1 299 184.192	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 675.2"
BARAN AZ 582	AR392	1 297 402.744	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 684.2"
BARAN AZ 583	AR393	1 295 621.296	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 693.2"
BARAN AZ 584	AR394	1 293 839.848	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 702.2"
BARAN AZ 585	AR395	1 292 058.400	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 711.2"
BARAN AZ 586	AR396	1 290 276.952	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 720.2"
BARAN AZ 587	AR397	1 288 495.504	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 729.2"
BARAN AZ 588	AR398	1 286 714.056	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 738.2"
BARAN AZ 589	AR399	1 284 932.608	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 747.2"
BARAN AZ 590	AR400	1 283 151.160	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007"	0.9994404	1°16'27" 756.2"
BARAN AZ 591	AR401	1 281 369.712	726 323.411	225.277 534	19°12'N 16°56"E	205°44'34.33007		

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP, A PROJECT SCALE FACTOR OF 0.000025 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

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

DESCRIPTION	LOCATION	DATE

TRACT OF LAND LOCATED IN SECTIONS 70 AND 21, TOWNSHIP 26 SOUTH, RANGE 34 EAST, BAYVIEW COUNTY, FLORIDA BEING MORE

[illegible]

7. THE UNDERSIGNED HEREBY CERTAINS THAT THE FOLLOWING

- a. TO THE REGULATION AND AMENDMENT AGREEMENTS ENTERED INTO BY THE RECORDS BOOKS IN VOLUME 1, PAGE 801 AND 201 CERTAIN PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- b. NOTICE OF CREATION AND ESTABLISHMENT OF THE NEW STEWARDSHIP DISTRICT DATED AUGUST 4, 2004, AS RECORDED IN OFFICIAL RECORDS BOOK 1974, PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- c. THE CORRESPONDING NOTICE OF BOUNDARY ASSIGNMENT THAT THE NEW STEWARDSHIP DISTRICT RECORDS IN OFFICIAL RECORDS BOOK 1974, PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- d. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- e. A DECLARATION OF PUBLIC PLANNING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERWRITTEN BY NEW STEWARDSHIP DISTRICT DATED SEPTEMBER 1, 2004, AS RECORDED IN OFFICIAL RECORDS BOOK 1974, PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- f. NEW PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- g. THE REVISED NOTICE OF BOUNDARY ASSIGNMENT THAT THE NEW STEWARDSHIP DISTRICT RECORDS IN OFFICIAL RECORDS BOOK 1974, PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- h. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- i. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- j. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- k. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- l. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- m. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- n. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- o. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- p. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- q. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- r. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- s. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- t. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- u. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- v. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- w. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- x. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- y. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- z. THE PUBLIC RECORDS OF REVELAND COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

[illegible][illegible]

ALL WITNESSES WHEREOF, I have hereunto set my hand and seal on the above date.

Deputy Mayor *12/15/11*

Seal

Seal of the City of New York, Department of Social Services, Office of the Deputy Mayor, 110 Nassau Street, New York, NY 10038.

[illegible]

CERTIFICATE OF COUNTY SURVEYOR

**CERTIFICATE OF ACCEPTANCE OF DEDICATION
BY BOARD OF COUNTY COMMISSIONERS**

I HEREBY DO CERTIFY That the Board of County Commissioners hereby accedes the full right of way for a public street, known as Sutter Way, between Sutter Avenue, the public sanitary sewer easements, public utility easements and Tract E dedicated for the public use of this plat.

Kate Friedman, Chair

ATTEST:

CERTIFICATE OF APPROVAL
BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY: That on _____ the foregoing plat was approved by the Board of County Commissioners of Broward County, Florida.

ATTEST

Notary Public, Oregon

Clara M. Paul, Notary

IN DEPRIVACY CERTIFY, That I have examined the foregoing affidavit and find it conforms to all the requirements of Chapter 177, part 1 Florida Statutes and was lawfully made.

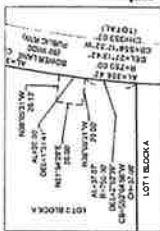
Signed at _____ on _____ at _____ File No. _____

ATTEST

Clerk of the Circuit Court of and the Inmate County Jail

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PLAY BOOK _____, PAGE _____
SHEET 3 OF 6
SECTIONS 28, 29 TOWNSHIP 28 SOUTH, RANGE 36 EAST



SURVEY SYMBOL LEGEND

FROM SECTION CORNER, MARKED AS NOTED
PERMANENT REFERENCE MONUMENT (PRM), SET
12x12x12 INCH CONCRETE MONUMENT WITH DIK
STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
PERMANENT CONTROL POINT (CPT), SET
1x4x4 NAIL AND DSK STAMPED CPT LB4905, UNLESS

ABBREVIATIONS

- [illegible]

that is, that $\mathbf{A}^T \mathbf{A} = \mathbf{A} \mathbf{A}^T = \mathbf{I}$.

DATE 3/26/2022
DESIGNOR NAME L E W T W
000_101 ERIK W T W
000_101 ERIK W T W
000_101 ERIK W T W



SURVEY SYMBOL LEGEND

SECTION CORNER, MARKED AS NOTED

IN SECTION CORNER, MARKED AS NOTED

PERMANENT REFERENCE MONUMENT (RPM)

1/4" x 1/4" x 1/4" INCH CONCRETE MONUMENT WITH

STAMPED RPM LOGS, UNLESS OTHERWISE

PERMANENT CONTROL POINT (PCP) SET

WITH 1/2" x 1/2" x 1/2" INCH CONCRETE

MONUMENT, NAIL AND DISK STAMPED PCP, (L&H)

UNLESS OTHERWISE NOTED

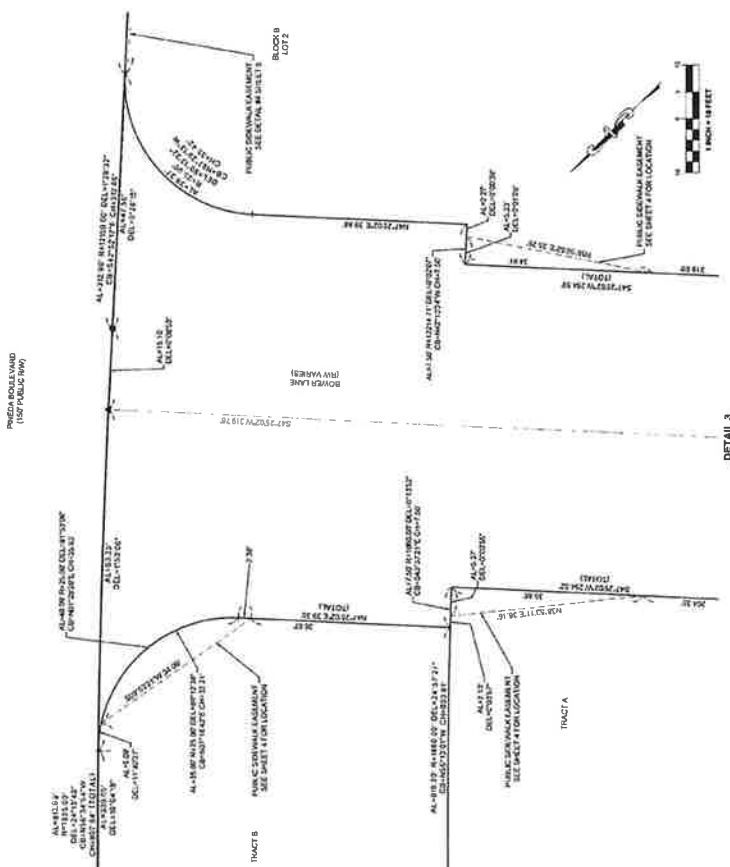
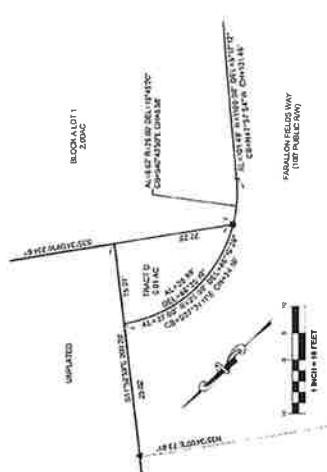
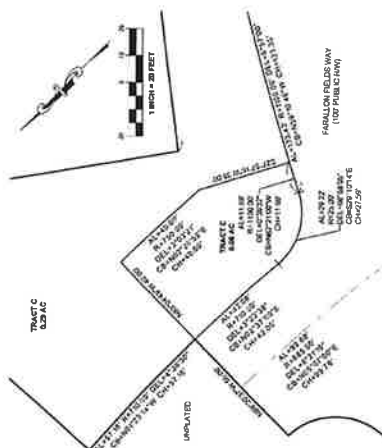
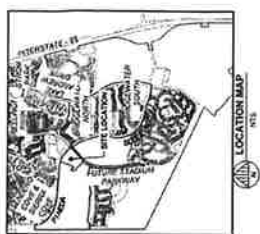
ABBREVIATIONS

[illegible]

Journal of Management Education 35(1)

DATE: 3/16/2022	DESIGN/ANALYST: LEVITON
DATE: 3/16/2022	DATE: 3/16/2022
PROJECT: 11228_301_306	PROJECT: 11228_301_306
PROJECT: 11228_301_306	PROJECT: 11228_301_306

PLAT BOOK _____, PAGE _____
SHEET 5 OF 8
SECTION 30, 21 TOWNSHIP 28 SOUTH RANGE 36 EAST



PLAT BOOK ____, PAGE
SHEETS OF 6
SECTIONS 20, 21 TOWNSHIP 25 SOUTH, RANGE 36 EAST



Location Map



Subject Property in Orange

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: 1:24,000
1 inch equals 2,000 feet

