

Meeting Date
May 12, 2015



AGENDA	
Section	Consent
Item No.	II.A.6a

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FINAL PLAT AND CONTRACT APPROVAL RE: ARRIVAS VILLAGE PHASE 2 DEVELOPER: THE VIERA COMPANY FISCAL IMPACT: NONE	RR JCC
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT	

Requested Action:

It is requested that the Board of County Commissioners grant final plat and subdivision infrastructure contract approval and authorize the Chairman to sign the final plat and contract for the above referenced project.

Summary Explanation & Background:

There are three stages of review of subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on February 21, 2013. The preliminary plat and final engineering plans, which is the second stage of approval was approved by the Board on November 5, 2013.

Staff has reviewed the final plat and subdivision infrastructure contract and determined that they are in compliance with all applicable ordinances. It is requested that the Board of County Commissioners grant final plat and contract approval and authorize the Chairman to sign the final plat and contract for the Arrivas Village Phase 2 subdivision.

Section 62-2844 allows the Board to accept a performance security and execute a contract with the developer to guarantee satisfactory completion of the subdivision improvements to allow the plat to be recorded prior to issuing the certification of completion. A guarantee in the amount of \$2,792,865.56 is being provided by contract. If the developer fails to complete the infrastructure improvements as required, the county may take action to collect the bond and complete the improvements utilizing either a contractor or county employees and materials.

The Arrivas Village Phase 2 subdivision is located between Stadium Parkway and Lake Andrew Drive on the north side of Napolo Drive containing 68 zero lot line units on approximately 23.45 acres.

This approval is subject to minor changes, if necessary, and receipt of all documents required for recording. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 13SD-00113, 14SD-01161

Contact: Tad Calkins      Phone: 321-633-2065

Clerk to the Board instruction: Please have original and certified copy signed and return to Christine in Public Works Engineering and Design.

Exhibits Attached: Location maps, original contract, and copy of bond

<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager    Stockton Whitten	Assistant County Manager    Mel Scott	Department Director / Extension    Robin M. Sobrino, AICP Planning & Development Department Ext. 5-2069
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Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

May 13, 2015

MEMORANDUM

TO: Robin Sobrino, Planning and Development Director Attn: Tad Calkins

RE: Item II.A.6a., Final Plat and Subdivision Infrastructure Contract with The Viera Company for Arrivas Village Phase 2

The Board of County Commissioners, in regular session on May 12, 2015, granted final plat approval; approved Subdivision Infrastructure Contract with The Viera Company for Arrivas Village Phase 2, subject to minor engineering changes, as applicable, and developer responsible for obtaining all other necessary jurisdictional permits; and authorized the Chairman to execute the Contract. Enclosed are executed and certified copies of Contract for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Budget  
Finance

Subdivision No. 14ER-00745/13SD-00113

Project Name Arrivas Village Phase 2

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 12 day of May 2015, 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 14ER-00745/13SD-00113. 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 9th day of April, 2016.

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 \$2,792,865.56. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

*Scott Ellis*

Scott Ellis, Clerk

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

*Robin Fisher*  
Robin Fisher, Chairman

As approved by the Board on: May 12, 2015.

WITNESSES:

*Charlene R. Spangler*

*Mary Ellen McKibben*

PRINCIPAL: *The Viera Company*

*Todd J. Pokrywa*  
Todd J. Pokrywa, Sr. Vice Pres.

*4/15/15*  
DATE

State of: *Florida*

County of: *Brevard*

The foregoing instrument was acknowledged before me this *14<sup>th</sup>* day of *April*, 20*15*, by *Todd J. Pokrywa, Sr. V.P.* 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:

*Mary Ellen McKibben*  
Notary Public

*Mary Ellen McKibben*  
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond # 106134990

Arrivas Village Phase 2  
Infrastructure Improvements  
14ER-00745/#13SD-00113

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 \$2,792,865.56 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 April 9, 2016 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 9th day of April, 2015.

OWNER: THE VIERA COMPANY

  
Todd J. Pokrywa, Senior Vice President

SURETY: Travelers Casualty and Surety Company of America

BY:

  
Irma F. Platt, Attorney-in-fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216680

Certificate No. 002576431

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas M. Cotton, and Irma F. Platt

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 19th day of August, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of August, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of April, 2015.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# ARRIVAS VILLAGE - PHASE 2

## SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

### BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET 2 OF 8

SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

- SURVEY SYMBOL LEGEND**
- PERMANENTLY PLANNED UNIT
  - PERMANENT UNIT
  - PERMANENT UNIT WITH DIS-STARVED PERM PLANS, UNLESS OTHERWISE NOTED
  - ▲ PERMANENT CONTROL POINT (C.P.), SET PER SEPARATE PLAN, UNLESS OTHERWISE NOTED
  - ▲ STAMPED PER PLANS, UNLESS OTHERWISE NOTED
  - ▲ QUARTER SECTION CORNER

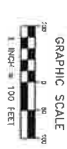
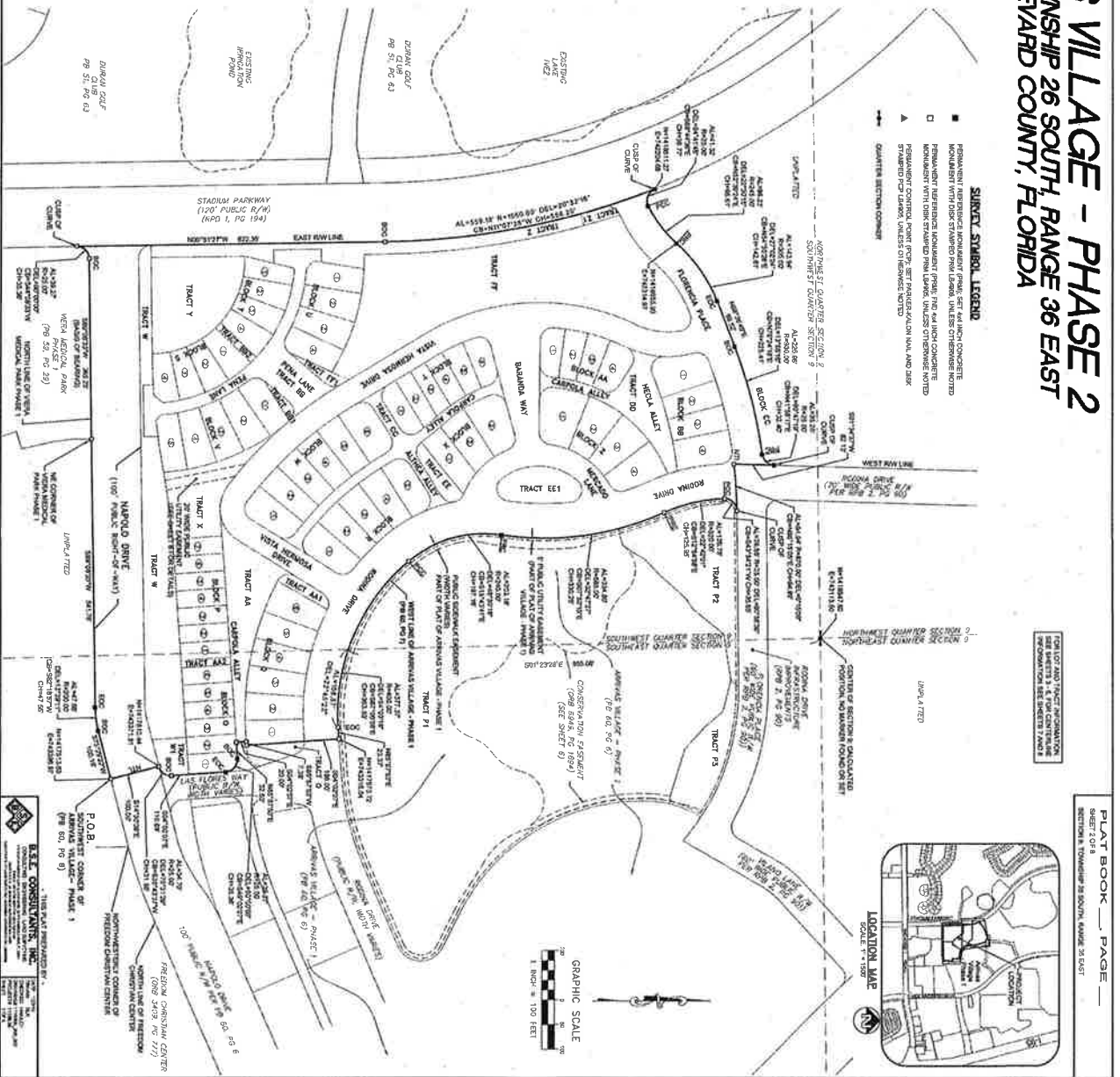
1/29/14 (7/27)

1/29/14 (7/27)



TRACT NUMBER	AREA (ACRES)	DESCRIPTION	OWNERSHIP AND MAINTENANCE
W	0.19	OPEN SPACE, LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	CENTRAL VERA COMMUNITY ASSOCIATION
WI	0.10	OPEN SPACE, LANDSCAPING, IRRIGATION, SEWERAGE, ENTRY SERVICE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
X	0.41	OPEN SPACE, LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
Y	0.07	OPEN SPACE, LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
Z	0.02	OPEN SPACE, LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	CENTRAL VERA COMMUNITY ASSOCIATION
21	0.23	OPEN SPACE, LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
AA	0.35	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
AA1	0.48	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
AA2	0.28	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
BB	0.60	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
BB1	0.22	LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
BB2	0.28	LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
CC	0.40	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
CC1	0.41	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
CC2	0.29	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
CC3	0.23	IRRIGATION AND SERVICE, TEMPORARY PARKING, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
FF	2.48	LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.
FF1	0.04	LANDSCAPING, IRRIGATION, SEWERAGE, PUBLIC UTILITIES AND DRIVEWAY	ARRIVAS DISTRICT ASSOCIATION, INC.

ABBREVIATIONS	ABBREVIATIONS
W	WEST
E	EAST
N	NORTH
S	SOUTH
...	...



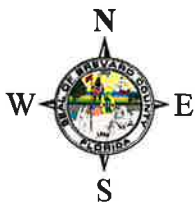
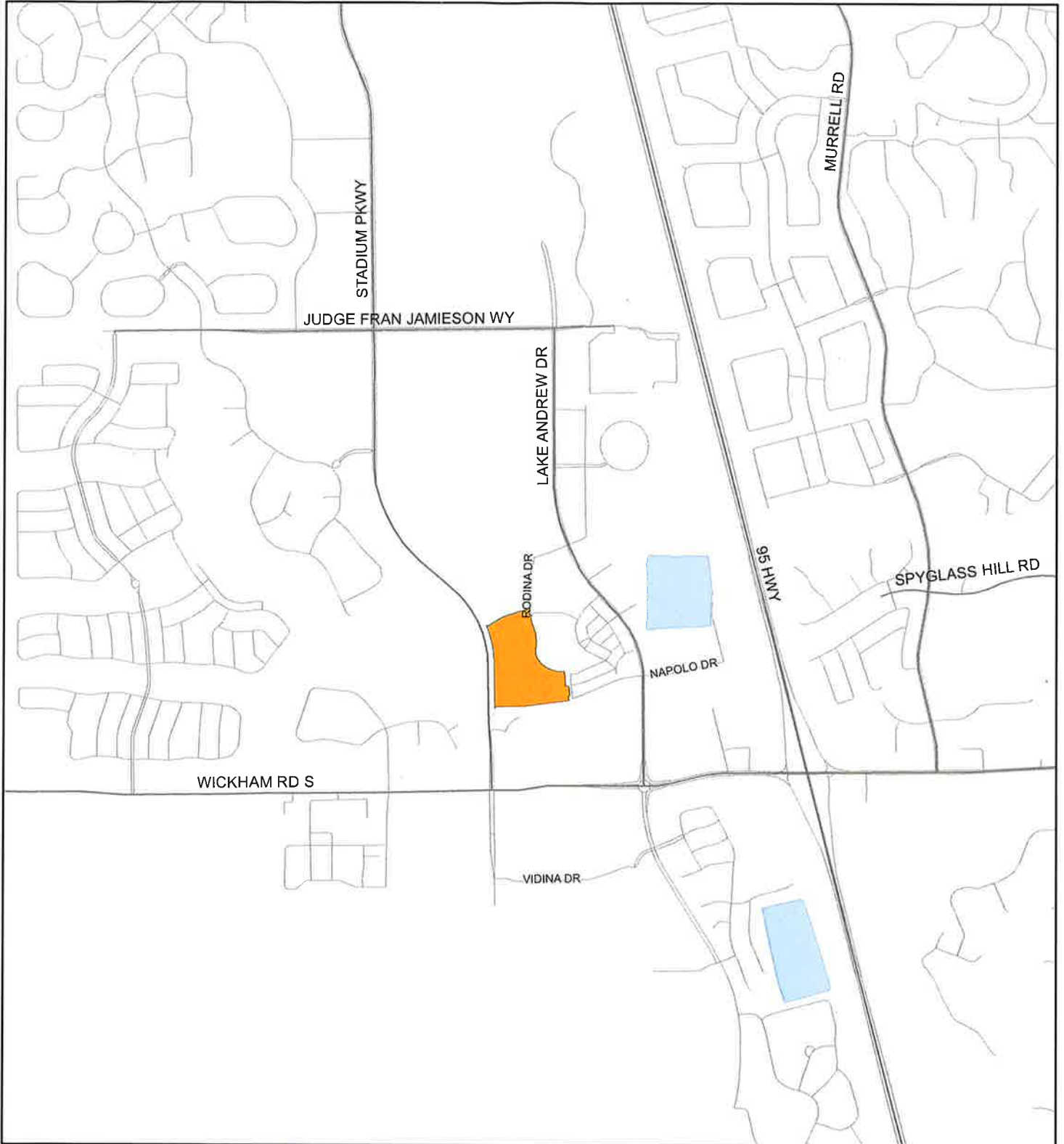
**SEE CONSULTANTS FOR:**

- ARRIVAS VILLAGE - PHASE 1
- ARRIVAS VILLAGE - PHASE 2
- ARRIVAS VILLAGE - PHASE 3
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- ARRIVAS VILLAGE - PHASE 48
- ARRIVAS VILLAGE - PHASE 49
- ARRIVAS VILLAGE - PHASE 50

# LOCATION MAP

ARRIVAS VILLAGE - PHASE 2

14SD-01161



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 the Brevard County Planning and Zoning Office - GIS Section Date: 3/19/2015



**Dean Mead**  
 8240 Devereux Drive  
 Suite 100  
 Viera, FL 32940

(321) 259-8900  
 (321) 254-4479 Fax  
 www.deanmead.com

Arrivas Village-Phase 2

05/14/2015

PB 61/4-11

**Attorneys and Counselors at Law**  
 Orlando  
 Fort Pierce  
 Gainesville  
 Tallahassee  
 Viera/Melbourne

**R. MASON BLAKE**  
 MBlake@deanmead.com

April 16, 2015

Board of County Commissioners  
 Brevard County, Florida  
 2725 Judge Fran Jamieson Way  
 Viera, Florida 32940  
 Attention: Land Development Division

Re: Opinion of Title to that certain real property described in Exhibit "A", attached hereto and made a part hereof (the "Property"), to be platted as Arrivas Village - Phase 2.

Ladies and Gentlemen:

This firm is an authorized issuing agent for Fidelity National Title Insurance Company ("Fidelity"). Fidelity has caused to be conducted a search of the Public Records of Brevard County, Florida, with respect to the Property, through and including April 8, 2015, @ 8:00 a.m.

The undersigned, as issuing agent for Fidelity, hereby certifies to you that the above-mentioned search of the Public Records of Brevard County, Florida, disclosed that as of April 8, 2015, at 8:00 a.m., fee simple title to the Property was vested in The Viera Company, a Florida corporation. The Viera Company is the same party as shown on the unrecorded plat of Arrivas Village – Phase 2.

There are no mortgages encumbering the Property. There are no liens affecting the Property. Ad valorem real property taxes for 2014 and all prior years have been paid.

There are no conflicting rights-of-way, easements or plats; provided, however, that there are easements created by the following instrument, copy of which is enclosed:

- (1) Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded July 25, 1994, in Official Records Book 3409, Page 0624, of the Public Records of Brevard County, Florida, as the same may be amended, supplemented or modified from time to time.

April 16, 2015

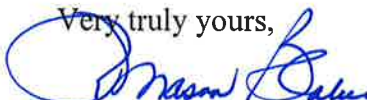
Page 2

The following instrument creates rights which will be terminated upon recording of the plat:

(a) Temporary Sanitary Sewer Easement recorded in Official Records Book 5460, Page 6474, Public Records of Brevard County, Florida.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. Mason Blake". The signature is written in a cursive style with a large initial "R" and "B".

R. Mason Blake

RMB:ls

Enclosures

V0241082.2

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE PLAT OF ARRIVAS VILLAGE - PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S75°29'22"W, A DISTANCE OF 100.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 13°39'11", A CHORD BEARING OF S82°18'57"W, AND A CHORD LENGTH OF 47.55 FEET), A DISTANCE OF 47.66 FEET TO THE END OF SAID CURVE; THENCE S89°08'33"W, A DISTANCE OF 541.78 FEET TO THE NORTHEAST CORNER OF VIERA MEDICAL PARK PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID VIERA MEDICAL PARK PHASE 1 S89°08'33"W A DISTANCE OF 365.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S44°08'33"W, AND A CHORD LENGTH OF 35.36 FEET), A DISTANCE OF 39.27 FEET TO A CUSP OF CURVE AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY AS PER ROAD PLAT BOOK 1, PAGE 194 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE N00°51'27"W, A DISTANCE OF 622.36 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 20°32'16", A CHORD BEARING OF N11°07'35"W AND A CHORD LENGTH OF 556.20 FEET), A DISTANCE OF 559.19 FEET TO A CUSP OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°41'45", A CHORD BEARING OF S68°44'36"E AND A CHORD LENGTH OF 36.77 FEET), A DISTANCE OF 41.32 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 22°30'15", A CHORD BEARING OF N52°39'24"E AND A CHORD LENGTH OF 95.61 FEET), A DISTANCE OF 96.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 27°02'24", A CHORD BEARING OF N54°55'28"E AND A CHORD LENGTH OF 142.61 FEET), A DISTANCE OF 143.94 FEET TO THE END OF SAID CURVE; THENCE N68°26'40"E, A DISTANCE OF 99.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 13°55'16", A CHORD BEARING OF N75°24'18"E AND A CHORD LENGTH OF 225.41 FEET), A DISTANCE OF 225.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 80°47'19", A CHORD BEARING OF N41°58'17"E AND A CHORD

LENGTH OF 32.40 FEET), A DISTANCE OF 35.25 FEET TO A CUSP OF CURVE AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF RODINA DRIVE, (SAID RIGHT-OF-WAY BEING A 70 FOOT WIDE PUBLIC RIGHT-OF-WAY AS PER ROAD PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE  $S01^{\circ}34'37''W$ , A DISTANCE OF 82.13 FEET TO A NON-TANGENT INTERSECTION WITH THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF FLORENCIA PLACE AS PER SAID ROAD PLAT BOOK 2, PAGE 90; THENCE EASTERLY ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS OF 870.00 FEET, A CENTRAL ANGLE OF  $6^{\circ}15'09''$ , A CHORD BEARING OF  $N86^{\circ}15'05''E$  AND A CHORD LENGTH OF 94.89 FEET), A DISTANCE OF 94.94 FEET TO AN INTERSECTION WITH THE PLAT BOUNDARY OF SAID ARRIVAS VILLAGE - PHASE 1 AND A CUSP OF CURVE; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID PLAT OF ARRIVAS VILLAGE - PHASE 1 THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES; 1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  $90^{\circ}56'36''$ , A CHORD BEARING OF  $S43^{\circ}54'21''W$ , AND A CHORD LENGTH OF 35.65 FEET), A DISTANCE OF 39.68 FEET TO A POINT OF COMPOUND CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF  $22^{\circ}42'01''$ , A CHORD BEARING OF  $S12^{\circ}54'58''E$ , AND A CHORD LENGTH OF 125.95 FEET), A DISTANCE OF 126.78 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, HAVING A RADIUS OF 585.00 FEET, A CENTRAL ANGLE OF  $32^{\circ}47'27''$ , A CHORD BEARING OF  $S07^{\circ}52'15''E$ , AND A CHORD LENGTH OF 330.25 FEET), A DISTANCE OF 334.80 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF  $48^{\circ}30'18''$ , A CHORD BEARING OF  $S15^{\circ}43'41''E$ , AND A CHORD LENGTH OF 197.16 FEET), A DISTANCE OF 203.18 FEET TO A POINT OF COMPOUND CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF  $54^{\circ}03'18''$ , A CHORD BEARING OF  $S67^{\circ}00'28''E$ , AND A CHORD LENGTH OF 363.53 FEET), A DISTANCE OF 377.37 FEET TO THE END OF SAID CURVE; 6) THENCE  $N85^{\circ}57'53''E$ , A DISTANCE OF 23.37 FEET; 7) THENCE  $S04^{\circ}02'07''E$ , A DISTANCE OF 186.00 FEET; 8) THENCE  $S85^{\circ}57'53''W$ , A DISTANCE OF 7.38 FEET; 9) THENCE  $S04^{\circ}02'07''E$ , A DISTANCE OF 20.00 FEET; 10) THENCE  $N85^{\circ}57'53''E$ , A DISTANCE OF 32.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 11) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , A CHORD BEARING OF  $S49^{\circ}02'07''E$ , AND A CHORD LENGTH OF 35.36 FEET), A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; 12) THENCE  $S04^{\circ}02'07''E$  A DISTANCE OF 110.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 13) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  $79^{\circ}31'29''$ , A CHORD BEARING OF  $S35^{\circ}43'37''W$ , AND A CHORD LENGTH OF 31.98 FEET), A DISTANCE OF 34.70 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; 14) THENCE  $S14^{\circ}30'38''E$ , ALONG SAID NON-TANGENT LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 23.45 ACRES, MORE OR LESS.