Agenda Report

2725 Judge Fran Jamieson Way
Viera, FL 32940

Consent

F.5. 8/6/2024

Subject:
Final Plat and Contract Approval, Re: Landings at Viera
Developer: Condev Pineda Investors I, LLC District 4

Fiscal Impact:
None

Dept/Office:
Planning and Development

Requested Action:
In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and infrastructure contract for Landings at Viera.

Summary Explanation and Background:
There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for Landings at Viera was held on December 22, 2022. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on December 4, 2023. 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.

Landings at Viera is located south of the intersection of Pineda Boulevard and Stadium Parkway in a DRI District designated by Brevard County's Future Land Use Map. Potable water for the subdivision will be provided by the City of Cocoa. Sewer service will be provided by Brevard County. The proposed subdivision contains 53 single family detached residential lots, and 154 single family attached residential lots on 49.31 acres. Staff has reviewed the final plat and contract for Landings at Viera and has determined that it complies with the applicable ordinances.

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

Reference: 22SD00015, 24FM00003

Contact: Tim Craven, Planner III, Ext. 58266

Clerk to the Board Instructions:

Please have the contract signed and return the original and a certified copy to Planning and Development.

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

August 7, 2024

MEMORANDUM

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

RE: Item F.5., Final Plat and Contract Approval for Landings at Viera Developer: Condev Pineda Investors I, LLC

The Board of County Commissioners, in regular session on August 6, 2024, granted final plat approval; and authorized the Chair to sign the final plat and infrastructure contract for Landings at Viera, Developer: Condev Pineda Investors I, LLC, subject to minor changes as applicable and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is a fully-executed and certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell

Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

cc: Contracts Administration

Subdivision No. 24FM00003 / 22SD00015 **Project Name** LANDINGS AT VIERA

Subdivision Infrastructure Contract

THIS CONTRACT entered into this 6th day of AUGUST 2024, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Jr. Davis Construction Co., Inc. & Condev Pineda Investors I, LLC, jointly and severally, 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 22SD00015. 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 31st day of December, 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 $ 4,012,686.45 . 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 authorized representative of each party hereto has 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

Jason Steele, Chair

As approved by the Board on: August 6, 2024.

WITNESSES:

Denver Marlow

PRINCIPAL: Conder Pineda Investors I, LLC

Christopher J. Gardner, as ~~President~~ Manager

7-24-2024

DATE

State of: FLORIDA

County of: ORANGE

The foregoing instrument was acknowledged before me this 24 day of JULY 20 24, by CHRISTOPHER GARDNER 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:

JULIAN BRYAN
Notary Public, State Of Florida
Commission No. HH 375922
My Commission Expires: 3/20/2027

Notary Public

JULIAN BRYAN

Notary Name printed, typed or stamped

SEE NEXT PAGE FOR SECOND PRINCIPAL'S SIGNATURE AND NOTARIZATION

WITNESSES:

PRINCIPAL:

Kristy Kelley

SECRETARY

as Secretary

Kristy Kelley

7/24/24

DATE

State of: Florida

County of: Osceola

The foregoing instrument was acknowledged before me this 24th day of July 20 24, by Kristy Kelley 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

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

Commission Number:

Notary Public

Katherine Cook

Notary Name printed, typed or stamped

Bond No. 30222894

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Condev Pineda Investors I, LLC and Jr. Davis Construction Co., Inc., hereinafter referred to as "Owner" and, Western Surety Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of $ 4,012,686.45, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner shall enter into a contract with the County to be executed on the 6th day of AUGUST, 2024, 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 December 31, 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 24th day of ~~AUGUST~~ July 6, 2024.

OWNER: Condev Pineda Investors I, LLC

OWNER: Jr. Davis Construction Co., Inc.

SURETY:

Brett A. Ragland, Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: 407-843-1120

Pre-approved Form reviewed for Legal form and content: 07/19/2024

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Kanani Cordero, Joseph D Johnson III, Brett A Ragland, Tyler Ragland, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 5th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of August, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

24FM00003

LANDINGS AT VIERA

SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF S48°09'45"W ON THE EAST RIGHT OF WAY LINE STADIUM PARKWAY SEGMENT 5 AS RECORDED IN ROAD PLAT BOOK 5 PAGE 46 PUBLIC RECORDS OF BREVARD COUNTY FLORIDA
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.091(8) & 177.091(9)
3. BREVARD COUNTY VERTICAL CONTROL MARK #06U95 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT
4. ALL LINES ARE NON RADIAL UNLESS OTHERWISE NOTED
5. BREVARD COUNTY MANDATORY PLAT NOTES
   1) AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE
   2) EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN MSBU
   3) ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN
6. THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE FOLLOWING
   a. DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED DECEMBER 1, 1997 IN BOOK 3745 PAGE 603 AS AMENDED BY FIRST AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED SEPTEMBER 16, 1998 IN BOOK 3905 PAGE 4314 SECOND AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED FEBRUARY 18, 1999 IN BOOK 3797 PAGE 546 THIRD AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED DECEMBER 10, 1999 IN BOOK 3937 PAGE 347 FOURTH AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED MARCH 20, 2003 IN BOOK 4853 PAGE 483 FIFTH AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED MAY 1, 2003 IN BOOK 4897 PAGE 3374 SIXTH AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED AUGUST 5, 2003 IN BOOK 5034 PAGE [illegible] SEVENTH AMENDMENT TO DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED AUGUST 20, 2003 IN BOOK 5022 PAGE 478 SEVENTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED NOVEMBER 13, 2003 IN BOOK 5117 PAGE 3822 EIGHTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED JUNE 15, 2004 IN BOOK 5319 PAGE 3757 NINTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED FEBRUARY 7, 2006 IN BOOK 5601 PAGE 2573 AMENDED AND RESTATED AFFIDAVIT REGARDING AMENDMENTS TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED NOVEMBER 1, 2011 IN BOOK 6479 PAGE 169 TENTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED JUNE 29, 2016 IN BOOK 7651 PAGE 278 ELEVENTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED MARCH 7, 2019 IN BOOK 8384 PAGE 281 TWELFTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED NOVEMBER 17, 2021 IN BOOK 9326 PAGE 372 AMENDED AND RESTATED TWELFTH MODIFICATION TO CANAL SYSTEM UNDER DUDA/DISTRICT CANAL SYSTEM DRAINAGE EASEMENT RECORDED JANUARY 12, 2022 IN BOOK 9383 PAGE 461 PARTIAL ASSIGNMENT OF CANAL MODIFICATION RIGHTS RECORDED NOVEMBER 14, 2022 IN BOOK 9656 PAGE 250
   b. AGREEMENT COVERING WATER SERVICE BETWEEN THE VIERA COMPANY AND THE CITY OF COCOA, FLORIDA DATED AUGUST 26, 1988 AS AMENDED BY THAT CERTAIN AMENDMENT #1 TO AGREEMENT TO PROVIDE WATER SERVICE DATED JUNE 13, 1989 AS FURTHER AMENDED BY THE CERTAIN SECOND AMENDMENT TO AGREEMENT DATED MAY 27, 1994 AS RECORDED JULY 1, 1994 IN BOOK 3404 PAGE 953 AND RE-RECORDED JULY 19, 1994 IN BOOK 3407 PAGE 3452 TOGETHER WITH THIRD AMENDMENT TO AGREEMENT RECORDED AUGUST 16, 2017 IN BOOK 7952 PAGE 1632 AND FOURTH AMENDMENT TO AGREEMENT RECORDED AUGUST 16, 2007 IN BOOK 7962 PAGE 1655 AND TOGETHER WITH THE FIFTH AMENDMENT TO AGREEMENT RECORDED NOVEMBER 15, 2021 IN BOOK 9326 PAGE 1646
   c. DECLARATION OF COVENANTS, CONDITIONS, EASEMENT, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY, WHICH CONTAINS PROVISIONS FOR [illegible] EASEMENT ON THE LAND, AS AMENDED BY [illegible] SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENT, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY [illegible] THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENT, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY [illegible] FOURTH AMENDMENT [illegible] FIFTH AMENDMENT [illegible] SIXTH AMENDMENT [illegible] SEVENTH AMENDMENT [illegible] EIGHTH AMENDMENT [illegible] NINTH AMENDMENT [illegible] TENTH AMENDMENT [illegible] ELEVENTH AMENDMENT [illegible] TWELFTH AMENDMENT [illegible] THIRTEENTH AMENDMENT [illegible] FOURTEENTH AMENDMENT [illegible] FIFTEENTH AMENDMENT [illegible] SIXTEENTH AMENDMENT [illegible] SEVENTEENTH AMENDMENT [illegible] EIGHTEENTH AMENDMENT [illegible] NINETEENTH AMENDMENT [illegible] TWENTIETH AMENDMENT [illegible] TWENTY-FIRST AMENDMENT [illegible] CENTRAL VIERA COMMUNITY ANNEXATION OF VILLAGE 2 SINGLE FAMILY HOME RENTAL RESIDENTIAL DISTRICT RECORDED NOVEMBER 14, 2022 IN BOOK 9656 PAGE 211
   d. TEMPORARY DRAINAGE EASEMENT GRANTED TO BREVARD COUNTY, FLORIDA BY INSTRUMENT RECORDED JULY 20, 2022 IN BOOK 9564 PAGE 1202
   e. COVENANTS, EASEMENT AND RESTRICTIONS SET FORTH IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 14, 2022 IN BOOK 9656 PAGE 228
   f. ACCESS AND MAINTENANCE EASEMENT AGREEMENT RECORDED NOVEMBER 14, 2022 IN BOOK 9656 PAGE 238
   g. AGREEMENT BETWEEN THE VIERA COMPANY AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS RECORDED JANUARY 17, 1991 IN BOOK 3104 PAGE 1881
   h. NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT RECORDED AUGUST 10, 2006 IN BOOK 5683 PAGE 4028 AMENDED BY THE CERTAIN NOTICE OF BOUNDARY AMENDMENT FOR THE VIERA STEWARDSHIP DISTRICT RECORDED DECEMBER 18, 2009 IN BOOK 6081 PAGE 1341 AND AMENDED NOTICE OF BOUNDARY AMENDMENT FOR THE VIERA STEWARDSHIP DISTRICT RECORDED DECEMBER 16, 2009 IN BOOK 6081 PAGE 1354
   i. DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT RECORDED MAY 20, 2013 IN BOOK 6879 PAGE 1970
   j. RIGHT OF FIRST REFUSAL AGREEMENT RECORDED JUNE 11, 2013 IN BOOK 6897 PAGE 187
   k. AMENDED AND RESTATED DEVELOPMENT ORDER VIERA DEVELOPMENT OF REGIONAL IMPACT AS APPROVED BY THAT CERTAIN RESOLUTION 19-134 ADOPTED BY THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS ON AUGUST 26, 2010 AND AS EVIDENCED BY NOTICE OF MODIFICATION OF A DEVELOPMENT ORDER RECORDED SEPTEMBER 23, 2010 IN BOOK 6245 PAGE 418 AMENDMENT TO NOTICE OF MODIFICATION OF A DEVELOPMENT ORDER RECORDED SEPTEMBER 14, 2023 IN BOOK 6897 PAGE 355
   l. VIERA STEWARDSHIP DISTRICT NOTICE OF SPECIAL ASSESSMENTS/GOVERNMENTAL LIEN OF RECORD RECORDED JULY 2, 2020 IN BOOK 8784 PAGE 1570 AND TOGETHER WITH THE VIERA STEWARDSHIP DISTRICT AMENDED AND RESTATED NOTICE OF SPECIAL ASSESSMENTS/GOVERNMENTAL LIEN OF RECORD RECORDED SEPTEMBER 17, 2021 IN BOOK 9261 PAGE 530
   m. THIRD PARTY COLLATERAL ASSIGNMENT OF AGREEMENT RECORDED NOVEMBER 22, 2021 IN BOOK 9334 PAGE 1308
   n. THIRD PARTY AGREEMENT REGARDING THE TRUE UP AND PAYMENT OF VILLAGE 2 MASTER IMPROVEMENT IMPOSITION ASSESSMENTS RECORDED NOVEMBER 22, 2021 IN BOOK 9334 PAGE 1340
   o. VIERA STEWARDSHIP DISTRICT NOTICE OF IMPOSITION OF SERIES 2021 SPECIAL ASSESSMENTS (VILLAGE 2) RECORDED NOVEMBER 22, 2021 IN BOOK 9334 PAGE 1389
   p. DECLARATION OF RESTRICTIONS FOR VILLAGE 2 SINGLE FAMILY HOME RENTAL RESIDENTIAL DISTRICT RECORDED NOVEMBER 14, 2022 IN BOOK 9656 PAGE 216
   q. RECORD NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN BOOK 8853 PG 529
   r. NOTICE OF COMMENCEMENT RECORDED JANUARY 26, 2024 IN BOOK 9978 PAGE 1682
7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION
8. A 5.00 FOOT WIDE PERPETUAL NON EXCLUSIVE PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED OVER AND ACROSS THE FOLLOWING DESCRIBED LOT LINES: IN BLOCK A, THE NORTH SIDE OF LOT 1, THE LINE COMMON TO LOTS 6 & 7, THE LINE COMMON TO LOTS 12 & 13, THE LINE COMMON TO LOTS 18 & 19, THE LINE COMMON TO LOTS 24 & 25, THE LINE COMMON TO LOTS 30 & 31 AND THE LINE COMMON TO LOTS 34 & 35; IN BLOCK B, THE NORTH SIDE OF LOT 1, THE LINE COMMON TO LOTS 6 & 7, THE LINE COMMON TO LOTS 12 & 13, THE LINE COMMON TO LOTS 18 & 19 AND THE LINE COMMON TO LOTS 24 & 25; IN BLOCK C, THE EAST SIDE OF LOT 1, THE LINE COMMON TO LOTS 6 & 7, THE LINE COMMON TO LOTS 12 & 13, THE LINE COMMON TO LOTS 18 & 19, THE LINE COMMON TO LOTS 24 & 25 AND THE SIDE LINES OF LOTS 25 THROUGH 31; IN BLOCK D, THE EAST SIDE OF LOT 1, THE LINE COMMON TO LOTS 4 & 5, THE LINE COMMON TO LOTS 8 & 9, THE LINE COMMON TO LOTS 14 & 15, THE LINE COMMON TO LOTS 20 & 21, THE LINE COMMON TO LOTS 26 & 27, THE LINE COMMON TO LOTS 32 & 33 AND THE SIDE LINES OF LOTS 33 THROUGH 64; ALL SIDE LOT LINES IN BLOCK E; IN BLOCK F, THE LINE COMMON TO LOTS 6 & 7, THE LINE COMMON TO LOTS 12 & 13 AND THE NORTHEAST LINE OF LOT 18; IN BLOCK G, THE LINE COMMON TO LOTS 4 & 5, WHICH EASEMENTS ARE GRANTED TO CONDEV PINEDA INVESTORS I, LLC'S FOR THE INSTALLATION, OPERATION, REPAIR, CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES WHICH ARE PART OF THE NEIGHBORHOOD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE NEIGHBORHOOD DECLARATION), SUCH AS SWALES, DRAINS, INLETS, PIPES AND RELATED IMPROVEMENTS INSTALLED WITHIN A LOT TO EXCLUSIVELY DRAIN SUCH LOT AND/OR ADJOINING LOTS OR PORTIONS THEREOF AND CONVEY SUCH STORM WATER DRAINAGE TO THE VSD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE NEIGHBORHOOD DECLARATION) OPERATED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT. DRAINAGE SWALES INSTALLED WITHIN SUCH EASEMENT AREAS SHALL BE MAINTAINED AS PROVIDED IN THE NEIGHBORHOOD DECLARATION. ALL OTHER PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE GRANTED TO THE VIERA STEWARDSHIP DISTRICT AS PROVIDED HEREIN
9. THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH A PUBLIC OR PRIVATE STREET RIGHT OF WAY, A NON EXCLUSIVE 10.00 FOOT WIDE PERPETUAL PUBLIC AND PRIVATE UTILITY EASEMENT (UNLESS OTHERWISE NOTED). ANY PUBLIC OR PRIVATE UTILITY USING THIS UTILITY EASEMENT WHICH CAUSES DAMAGE OF ANY NATURE TO THE SIDEWALK IN THE EASEMENT AREA SHALL BE RESPONSIBLE FOR REPAIRING THE SIDEWALK AND RESTORING IT TO ITS ORIGINAL CONDITION. THE TERM "PUBLIC OR PRIVATE UTILITY" (AND APPLICABLE VARIATIONS THEREOF) AS USED HEREIN SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO AND CV OF VIERA LLP (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER)
10. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE
11. THE VIERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL NON EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACTS D, G, AND E, AND THE SPECIFIC PRIVATE DRAINAGE EASEMENT AREAS SHOWN HEREON WITHIN TRACT A FOR THE INSTALLATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF STORMWATER DRAINAGE FACILITIES AND RELATED IMPROVEMENTS COMPRISING THE VSD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE NEIGHBORHOOD DECLARATION), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS, VEHICLES AND EQUIPMENT OVER AND ACROSS SUCH TRACTS IN CONNECTION THEREWITH TO FACILITATE THE CONTROL, OPERATION AND MAINTENANCE OF ALL SUCH DRAINAGE FACILITIES LOCATED THEREON BY THE VIERA STEWARDSHIP DISTRICT
12. THE PRIVATE DRAINAGE EASEMENTS SHOWN ON TRACT A, BLOCK A, LOTS 6-7, 18-19 & 30-31, BLOCK B, LOTS 12-13, 24 & 25, BLOCK C, LOTS 12-13, 24 & 25, BLOCK D, LOTS 32-33, 48-50, 59 & 60, BLOCK E, LOTS 9 & 10, BLOCK G, LOTS 4 & 5 ARE NONEXCLUSIVE EASEMENTS GRANTED TO THE VIERA STEWARDSHIP DISTRICT IN PERPETUITY FOR THE INSTALLATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF DRAINAGE IMPROVEMENTS COMPRISING THE VSD DRAINAGE SYSTEM TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS, VEHICLES AND EQUIPMENT OVER SUCH EASEMENT AREAS IN CONNECTION THEREWITH. NO FENCES, LANDSCAPING (OTHER THAN SOD), POOLS, PATIOS, ENCLOSURES, SLABS, POOL PUMPS, COMPRESSORS AND OTHER IMPROVEMENTS MAY BE INSTALLED OR CONSTRUCTED WITHIN SUCH EASEMENT AREAS. WITHOUT LIMITING THE FOREGOING SENTENCE, THE PLANTING OF ANY TREE OR SHRUB WITHIN THE PRIVATE DRAINAGE EASEMENT AREAS REFERENCED IN THIS NOTE IS PROHIBITED
13. ALL DRAINAGE TRACTS AND DRAINAGE EASEMENTS DESCRIBED HEREON SHALL BE PRIVATE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF ANY SUCH TRACT OR PRIVATE DRAINAGE EASEMENT, AND SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE VIERA STEWARDSHIP DISTRICT WITH RESPECT TO THE VSD DRAINAGE SYSTEM OR CONDEV PINEDA INVESTORS I, LLC'S WITH RESPECT TO THE NEIGHBORHOOD DRAINAGE SYSTEM (AS DEFINED IN THE NEIGHBORHOOD DECLARATION) AS PROVIDED ON THIS PLAT OR AS PROVIDED IN OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BREVARD COUNTY IS HEREBY GRANTED THE RIGHT TO DISCHARGE DRAINAGE FROM ALL PUBLIC RIGHTS OF WAY WITHIN THE LIMITS OF THIS PLAT INTO AND THROUGH SUCH PRIVATE DRAINAGE EASEMENTS AND TRACTS. TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES CONNECTING TO SUCH PRIVATE EASEMENTS AND TRACTS ARE ALSO WITHIN THE RIGHT OF WAY OF THE PUBLIC STREET DRAINING INTO SUCH EASEMENT AREA OR TRACT IMPROVEMENTS, BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE DRAINAGE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC STREET RIGHT OF WAY
14. LOTS AND TRACTS ABUTTING ANY EXISTING STORM WATER LAKE, TRACT, FLOW WAY, WETLAND OR ANY STORMWATER MANAGEMENT FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY SUCH LAKE, TRACT, WETLAND OR DRAINAGE FACILITY, INCLUDING WITHOUT LIMITATION, ANY DRAINAGE POND, LAKE, DRAINAGE STRUCTURE OR AQUATIC LANDSCAPE FEATURE WHICH MAY BE CONSTRUCTED AS PART OF SAID FACILITIES
15. TRACT D IS RESERVED FOR SANITARY SEWER LIFT STATION AND ASSOCIATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY BREVARD COUNTY
16. NOTWITHSTANDING THE VIERA STEWARDSHIP DISTRICT'S RESPONSIBILITY TO OPERATE AND MAINTAIN THE VSD DRAINAGE SYSTEM CONSTRUCTED WITHIN THE LANDS PLATTED HEREUNDER AS DESCRIBED IN THE FOREGOING NOTES, THE FOLLOWING INCIDENTAL DRAINAGE FACILITIES COMPRISING THE NEIGHBORHOOD DRAINAGE SYSTEM SHALL BE OPERATED AND MAINTAINED BY CONDEV PINEDA INVESTORS I, LLC'S AS PROVIDED IN THE NEIGHBORHOOD DECLARATION: (I) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS SUCH AS INLETS, CATCH BASINS AND PIPING INSTALLED TO EXCLUSIVELY DRAIN NEIGHBORHOOD AMENITIES OPERATED AND MAINTAINED BY SUCH ASSOCIATION; (II) AUTHORIZED DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ALL DRAINAGE SWALES INSTALLED WITHIN A LOT OR TRACT TO EXCLUSIVELY DRAIN SUCH LOT OR TRACT AND/OR ADJOINING LOTS OR TRACTS
17. TRACTS A, B, C, E, F, G, OSN7N-1 AND O ARE RESERVED FOR LANDSCAPING, IRRIGATION, SIGNAGE, UTILITIES, SIDEWALKS AND RELATED FACILITIES. ADDITIONALLY, TRACTS C, F, AND OSN7N-1 ARE RESERVED FOR SIDEWALKS, UTILITIES AND RELATED IMPROVEMENTS AND TRACTS E, F AND O ARE ALSO RESERVED FOR VSD DRAINAGE FACILITIES. TRACTS A, B, C, F, G, OSN7N-1 SHALL BE OWNED AND MAINTAINED BY CONDEV INVESTORS I LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS. TRACT E SHALL BE OWNED AND MAINTAINED BY THE CROSSMOLINA NEIGHBORHOOD ASSOCIATION INC
18. THE PUBLIC FORCE MAIN EASEMENTS AND THE PUBLIC SIDEWALK EASEMENTS SHOWN ON TRACTS B AND F, THE PUBLIC SEWER UTILITY EASEMENT SHOWN ON TRACTS B AND F AND THE PUBLIC REUSE UTILITY EASEMENTS SHOWN ON TRACTS B AND F ARE GRANTED TO BREVARD COUNTY, FLORIDA
19. THE PUBLIC WATER UTILITY EASEMENT SHOWN ON TRACTS B AND F IS GRANTED TO THE CITY OF COCOA, FLORIDA
20. THE 40.00 FOOT WIDE PUBLIC ACCESS EASEMENT SHOWN ON SHEETS 5 AND 7 ARE DEDICATED TO BREVARD COUNTY SOLELY FOR EMERGENCY VEHICLE INGRESS AND EGRESS TO THE RIGHT OF WAY OF CALDWELL CIRCLE
21. THE 20.00 FOOT x 20.00 FOOT WIDE PUBLIC FLORIDA POWER & LIGHT EASEMENT SHOWN ON SHEETS 2, 3, AND 7 IS GRANTED TO FLORIDA POWER & LIGHT

STATE PLANE COORDINATE NOTES
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1990 (NAD83/90)

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 7 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTEC SOLUTIONS VERSION 2.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N LATITUDE	W LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
DURAN AZ MK 6	AK7519	1,426,324.224	434,746.017	738,932.411	225,227.354	28°15'26.10682"	080°44'34.43002"	0.99994903	(+)0°07'18.2"
BREVARD GPS 1050	AK7524	1,427,840.468	433,662.642	740,680.060	225,759.744	28°14'51.61820"	080°44'14.38194"	0.99994536	(+)0°07'27.3"
195 73A64	AK2846	1,416,452.318	431,725.530	740,854.0344	227,641.565	28°13'49.22765"	080°47'06.11244"	0.99995750	(+)0°07'58.6"

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 0.99995030 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

PARCEL TABLE

TRACT	AREA (ACRES)	TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY
TRACT A	1.53	DRAINAGE, WALLS, FENCES LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS
TRACT B	3.01	INGRESS/EGRESS, WALL, DRAINAGE, LANDSCAPING, IRRIGATION, SIGNAGE, UTILITIES, SIDEWALKS AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS
TRACT C	0.23	RECREATION, LANDSCAPING, IRRIGATION, SIGNAGE, UTILITIES, SIDEWALKS AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS
TRACT D	0.04	SANITARY SEWER LIFT STATION	BREVARD COUNTY
TRACT E	7.66	VSD DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	CROSSMOLINA NEIGHBORHOOD ASSOCIATION, INC
TRACT F	0.36	PARKING, LANDSCAPING, IRRIGATION, UTILITIES, SIDEWALKS AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS
TRACT G	2.70	VSD DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS
TRACT O	9.63	VSD DRAINAGE FACILITIES, LANDSCAPING, IRRIGATION AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS
TRACT OSN7N-1	0.77	OPEN SPACE, LANDSCAPING, IRRIGATION, SIGNAGE, UTILITIES, SIDEWALKS AND RELATED IMPROVEMENTS	CONDEV PINEDA INVESTORS I, LLC'S, IT'S SUCCESSORS AND/OR ASSIGNS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN 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.

THIS PLAT PREPARED BY
B.S.E. CONSULTANTS, INC.
DATE: 4/23/2024
DESIGN/DRAWN
DRAWING# 11641_301_701
PROJECT# 11641

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, Condev Pineda Investors I, LLC a Florida Limited Liability Company, being the owner in fee simple of the lands described in

LANDINGS AT VIERA

Hereby dedicates said lands and plat for the uses and purposes therein expressed in the plat notes and hereby dedicates Tract D, Rights-of-Way of Caldwell Circle, and public forcemain, reuse and access easements shown hereon to Brevard County for public use. No other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that all other easements and tracts shown hereon be owned and maintained privately or by the Viera Stewardship District as described hereon and that Brevard County and the public have no right of interest therein

By Christopher J. Gardner (signature)

CHRISTOPHER J. GARDNER, MANAGER — SEAL
PRINTED NAME

WITNESS (signature)
Julian Bryan
PRINTED NAME

WITNESS (signature)
Bishop Estes
PRINTED NAME

CONDEV PINEDA INVESTORS I, LLC
921 N. PENNSYLVANIA AVE
WINTER PARK, FLORIDA 32789

STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization this 10th day of May 2024 by Christopher Gardner of the above named corporation incorporated under the laws of State of Florida on behalf of the company who are personally known to me ___ or have produced ___ as identification

IN WITNESS WHEREOF I have hereunto set my hand and seal on (signature)
NOTARY PUBLIC
Deanne Marlow
Notary Public, State of Florida
My Comm. Expires 04/27/27
Comm. No. HH 385157 — SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 10/11/2023 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes and County Ordinance ___ located in Brevard County

(signature) Registration Number ___
LESLIE [illegible] HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number LB-0004905

CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes and County Ordinance 62-284.1(c)(d) as amended

Michael J. Sweeney, Professional Surveyor & Mapper No. 4570

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts Tract D for Sanitary Sewer Lift Station, Rights-of-Way of Caldwell Circle, public forcemain, reuse and access easements for emergency vehicles and areas dedicated for the public use on this plat

ATTEST ____________ Jason Steele, Chair

Clerk of the Board

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 Brevard County, Florida

ATTEST ____________ Jason Steele, Chair

Clerk of the Board

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on ________ at ________ File No ________

ATTEST ____________

Clerk of the Circuit Court in and for Brevard County, Fla

LANDINGS AT VIERA

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

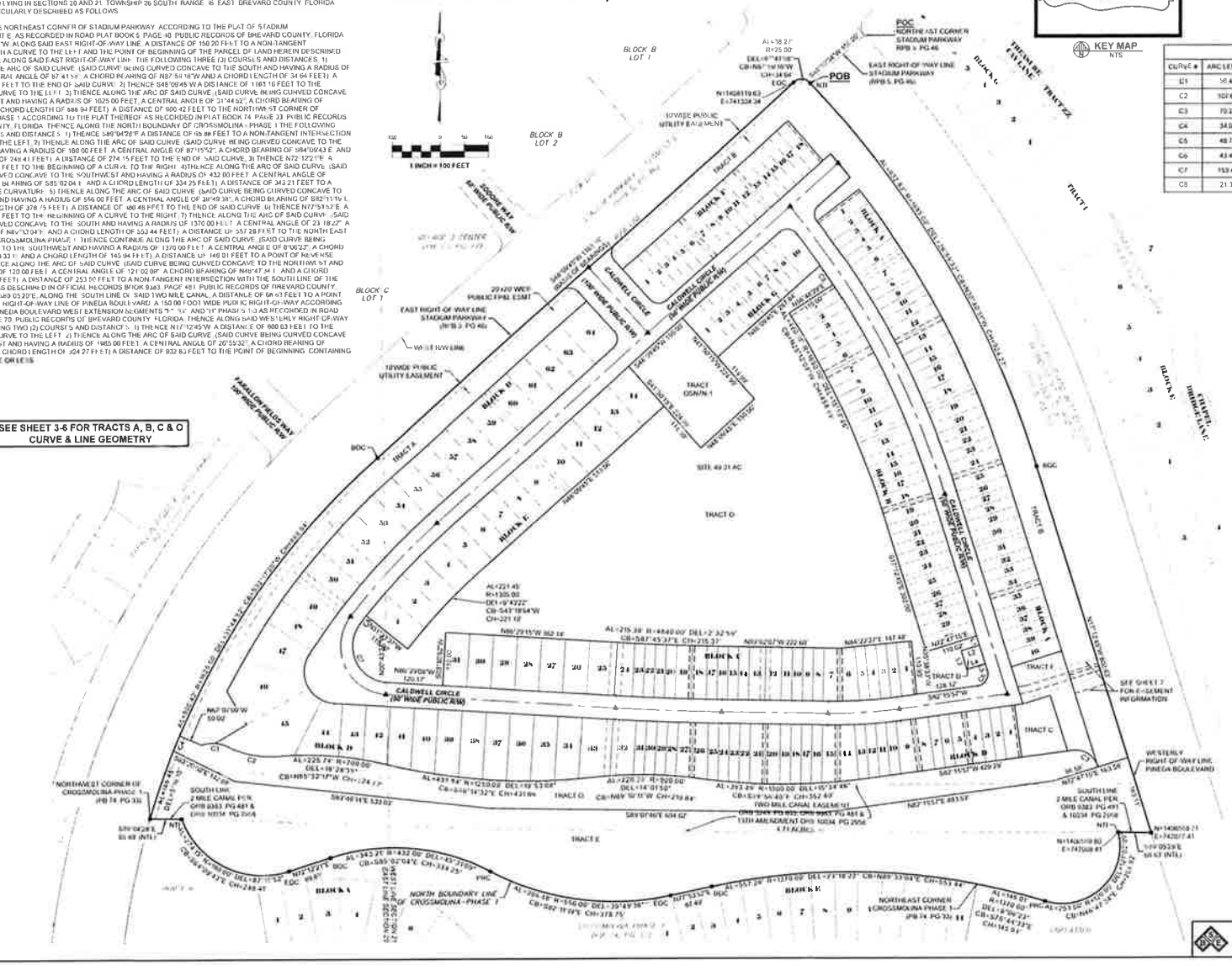
PLAT BOOK _____, PAGE _____
SHEET 2 OF 7
SECTIONS 20 AND 21 TOWNSHIP 26 SOUTH RANGE 36 EAST

DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 20 AND 21 TOWNSHIP 26 SOUTH RANGE 36 EAST BREVARD COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF STADIUM PARKWAY ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E AS RECORDED IN ROAD PLAT BOOK 5 PAGE 46 PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND RUN S48°53'34"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 150.20 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES 1) 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 87°41'59" A CHORD BEARING OF N87°59'16"W AND A CHORD LENGTH OF 34.64 FEET) A DISTANCE OF 38.27 FEET TO THE END OF SAID CURVE 2) THENCE S48°09'45"W A DISTANCE OF 1183.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT 3) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1625.00 FEET A CENTRAL ANGLE OF 31°44'52" A CHORD BEARING OF S32°17'20"W AND A CHORD LENGTH OF 888.94 FEET) A DISTANCE OF 900.42 FEET TO THE NORTHWEST CORNER OF CROSSMOLINA - PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74 PAGE 33 PUBLIC RECORDS OF BREVARD COUNTY FLORIDA THENCE ALONG THE NORTH BOUNDARY OF CROSSMOLINA - PHASE 1 THE FOLLOWING SEVEN (7) COURSES AND DISTANCES 1) THENCE S89°04'28"E A DISTANCE OF 165.89 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT 2) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 180.00 FEET A CENTRAL ANGLE OF 87°15'52" A CHORD BEARING OF S84°06'43"E AND A CHORD LENGTH OF 248.41 FEET) A DISTANCE OF 274.15 FEET TO THE END OF SAID CURVE 3) THENCE N72°12'21"E A DISTANCE OF 89.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT 4) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 432.00 FEET A CENTRAL ANGLE OF 45°31'00" A CHORD BEARING OF S85°02'04"E AND A CHORD LENGTH OF 334.25 FEET) A DISTANCE OF 343.21 FEET TO A POINT OF REVERSE CURVATURE 5) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 556.00 FEET A CENTRAL ANGLE OF 38°49'39" A CHORD BEARING OF S82°11'11"E AND A CHORD LENGTH OF 378.75 FEET) A DISTANCE OF 386.46 FEET TO THE END OF SAID CURVE 6) THENCE N73°51'37"E A DISTANCE OF 87.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT 7) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1370.00 FEET A CENTRAL ANGLE OF 23°18'27" A CHORD BEARING OF N85°13'04"E AND A CHORD LENGTH OF 552.44 FEET) A DISTANCE OF 557.28 FEET TO THE NORTH EAST CORNER OF SAID CROSSMOLINA PHASE 1 THENCE CONTINUE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1370.00 FEET A CENTRAL ANGLE OF 8°06'23" A CHORD BEARING OF S75°44'33"E AND A CHORD LENGTH OF 145.94 FEET) A DISTANCE OF 146.01 FEET TO A POINT OF REVERSE CURVATURE 8) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1200.00 FEET A CENTRAL ANGLE OF 12°02'08" A CHORD BEARING OF N80°47'34"E AND A CHORD LENGTH OF 209.97 FEET) A DISTANCE OF 253.07 FEET TO A NON-TANGENT INTERSECTION WITH THE SOUTH LINE OF THE TWO-MILE CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 9383 PAGE 481 PUBLIC RECORDS OF BREVARD COUNTY FLORIDA THENCE S89°05'20"E ALONG THE SOUTH LINE OF SAID TWO MILE CANAL A DISTANCE OF 69.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PINEDA BOULEVARD A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF PINEDA BOULEVARD WEST EXTENSION SEGMENTS "F" "G" AND "H" PHASE 1 (3) AS RECORDED IN ROAD PLAT BOOK 5 PAGE 70 PUBLIC RECORDS OF BREVARD COUNTY FLORIDA THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES 1) THENCE N17°12'45"W A DISTANCE OF 900.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT 2) THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1985.00 FEET A CENTRAL ANGLE OF 26°55'32" A CHORD BEARING OF N30°40'31"W AND A CHORD LENGTH OF 924.27 FEET) A DISTANCE OF 932.83 FEET TO THE POINT OF BEGINNING CONTAINING 49.31 ACRES MORE OR LESS

SEE SHEET 3-6 FOR TRACTS A, B, C & O CURVE & LINE GEOMETRY



KEY MAP
NTS

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S37°11'49"E	20.00'
L2	N52°48'11"E	40.00'
L3	S37°11'49"E	40.00'
L4	N52°48'11"E	40.00'
L5	S37°11'49"E	14.72'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	38.48'	25.00'	043°08'57"	N85°30'02"W	55.16'
C2	107.69'	200.00'	030°51'04"	S79°21'05"E	106.39'
C3	70.27'	50.00'	080°31'18"	N57°28'24"W	64.63'
C4	34.91'	1625.00'	001°11'57"	S22°17'02"W	34.91'
C5	48.70'	1750.00'	001°35'08"	N33°59'06"W	48.70'
C6	43.49'	25.00'	099°27'47"	N32°32'04"E	38.18'
C7	153.42'	75.00'	121°47'12"	S23°19'03"E	121.06'
C8	21.34'	1415.00'	000°51'51"	S36°00'28"W	21.34'

ABBREVIATIONS

- ' MINUTES/FEET
- " SECONDS/INCHES
- ° DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL DELTA ANGLE
- E EAST
- EOC END OF CURVE
- ESMT EASEMENT
- EX EXISTING
- FBRL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- FPL FLORIDA POWER & LIGHT
- FT FOOT/FEET
- N NORTH
- NR NON RADIAL
- NTS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- OR/ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PCC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PKD PARKER KALON NAIL AND DISK
- PG(S) PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- P.S.E. PUBLIC SIDEWALK EASEMENT
- P.U.D. PLANNED UNIT DEVELOPMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIUS
- RPB ROAD PLAT BOOK
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

SURVEY SYMBOL LEGEND

- SECTION CORNER MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905 UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP) SET MAG NAIL AND DISK STAMPED PCP LB4905 UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED

THIS PLAT PREPARED BY

B.S.E. CONSULTANTS, INC.

DATE: 4/22/2024
DESIGN/DRAWN
DRAWING# 15641_001_002
PROJECT# 15641

PLAT BOOK _____, PAGE _____
SHEET 3 OF 7
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

LANDINGS AT VIERA

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

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	29.96	1,050.00'	1°52'25"	N32°40'18"W	29.96
C2	34.89	1,760.00'	1°08'09"	N32°37'26"W	34.89
C3	22.00'	1,650.00'	0°45'51"	N31°46'10"W	22.00'
C4	22.00'	1,760.00'	0°42'58"	S31°41'32"E	22.00'
C5	22.00'	1,760.00'	0°42'58"	S30°58'54"E	22.00'
C6	22.00'	1,650.00'	0°45'50"	N31°00'20"W	22.00'
C7	22.00'	1,760.00'	0°42'58"	S30°15'55"E	22.00'
C8	22.00'	1,650.00'	0°45'50"	N30°14'20"W	22.00'
C9	22.00'	1,760.00'	0°42'58"	S29°32'57"E	22.00'

CURVE TABLE

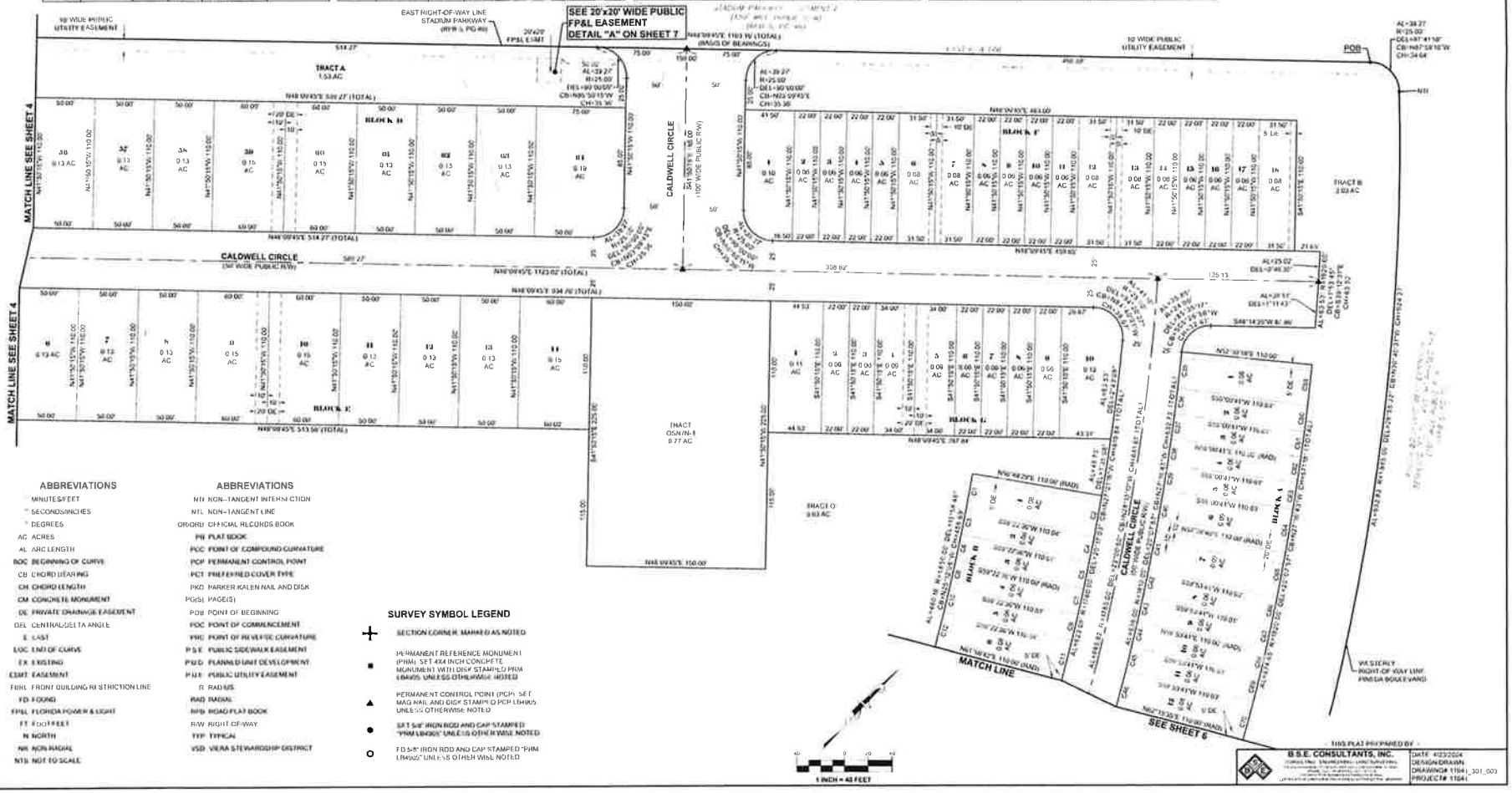
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	22.00'	1,650.00'	0°45'51"	N29°2'8"W	22.00'
C11	34.69	1,760.00'	1°08'09"	S28°37'26"E	34.69
C12	29.90	1,650.00'	1°02'25"	N28°34'38"W	29.90
C13	30.44	1,810.00'	0°57'48"	N30°5'48"W	30.44
C30	22.00'	1,810.00'	0°41'46"	N30°02'00"W	22.00
C37	22.00'	1,810.00'	0°41'47"	N29°20'12"W	22.00
C38	22.00'	1,810.00'	0°41'46"	N34°38'29"W	22.00
C39	22.00'	1,810.00'	0°41'46"	N33°50'38"W	22.00
C40	32.86	1,810.00'	1°02'25"	N33°04'32"W	32.60

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C41	33.42	1,810.00'	1°03'26"	N32°51'35"W	33.41'
C42	22.00'	1,810.00'	0°41'46"	N31°09'00"W	22.00
C43	22.00'	1,810.00'	0°41'47"	N30°27'12"W	22.00
C44	22.00'	1,810.00'	0°41'47"	N29°45'25"W	22.00
C45	22.00'	1,810.00'	0°41'46"	N29°03'37"W	22.00
C46	30.77'	1,810.00'	0°58'19"	N29°13'34"W	30.77'
C59	34.90	1,920.00'	1°02'36"	N30°46'24"W	34.90'
C60	22.00'	1,920.00'	0°39'24"	N29°56'24"W	22.00'
C61	22.00'	1,920.00'	0°39'24"	N29°16'59"W	22.00'

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C62	22.00'	1,920.00'	0°39'24"	N34°09'37"W	22.00
C63	22.00	1,920.00'	0°39'24"	N34°00'13"W	22.00
C64	37.53	1,920.00'	1°07'12"	N33°06'56"W	37.53
C65	38.10	1,920.00'	1°08'14"	N32°58'13"W	38.10
C66	22.00	1,920.00'	0°39'24"	N31°55'34"W	22.00
C67	22.00'	1,920.00'	0°39'24"	N30°26'00"W	22.00'
C68	22.00'	1,920.00'	0°39'24"	N29°46'37"W	22.00
C69	22.00	1,920.00'	0°39'24"	N29°07'13"W	22.00'
C70	35.25	1,920.00'	1°03'07"	N28°19'58"W	35.25



ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DE	PRIVATE DRAINAGE EASEMENT
DEL	CENTRAL/DELTA ANGLE
E	EAST
EOC	END OF CURVE
EX	EXISTING
ESMT	EASEMENT
FBRL	FRONT BUILDING RESTRICTION LINE
FD	FOUND
FP&L	FLORIDA POWER & LIGHT
FT	FOOT/FEET
N	NORTH
NR	NON RADIAL
NTS	NOT TO SCALE

ABBREVIATIONS

NTI	NON-TANGENT INTERMOTION
NTL	NON-TANGENT LINE
ORO/RB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PCT	PREFERRED COVER TYPE
PKD	PARKER KALEN NAIL AND DISK
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PSE	PUBLIC SIDEWALK EASEMENT
PUD	PLANNED UNIT DEVELOPMENT
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
RAD	RADIAL
RPB	ROAD PLAT BOOK
R/W	RIGHT OF WAY
TYP	TYPICAL
VSD	VIERA STEWARDSHIP DISTRICT

SURVEY SYMBOL LEGEND

- SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905 UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP) SET MAG NAIL AND DISK STAMPED PCP LB4905 UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

THIS PLAT PREPARED BY:
B.S.E. CONSULTANTS, INC.
DATE: 4/23/2004
DESIGN/DRAWN:
DRAWING# 11041_301_003
PROJECT# 11041

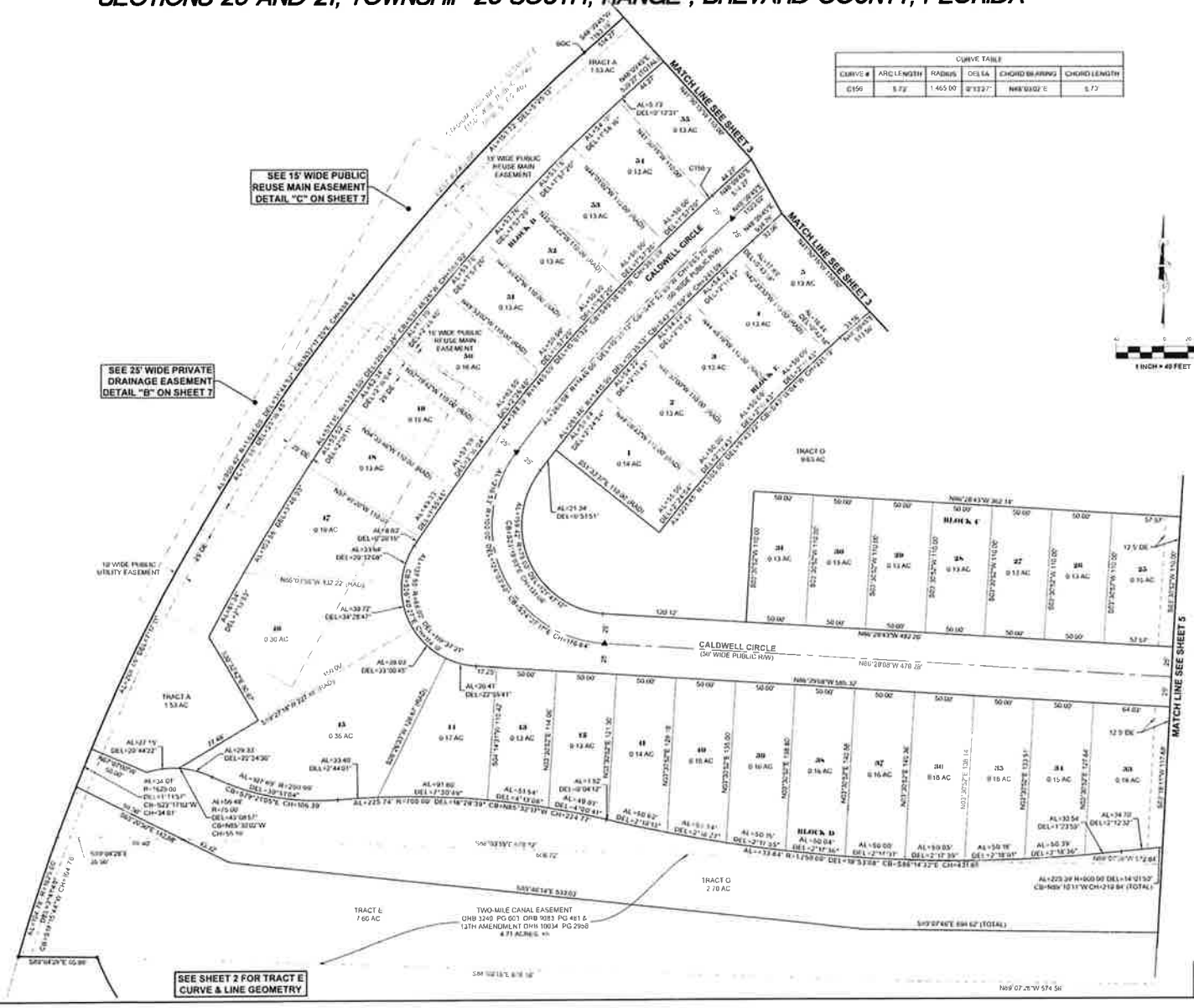
PLAT BOOK _____, PAGE _____
SHEET 4 OF 7
SECTIONS 20 AND 21 TOWNSHIP 26 SOUTH, RANGE 36 EAST

LANDINGS AT VIERA

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

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C150	5.72'	1,465.00'	0°13'27"	N88°53'02"E	5.72'

KEY MAP
NTS



ABBREVIATIONS

- MINUTES/FEET
- " SECONDS/INCHES
- ° DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL/DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- ESMT EASEMENT
- FBRL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- FP&L FLORIDA POWER & LIGHT
- FT FOOT/FEET
- N NORTH
- NR NON-RADIAL
- NTS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- OR/ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PCC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PKD PARKER KALON NAIL AND DISK
- PG(S) PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- P.S.E. PUBLIC SIDEWALK EASEMENT
- P.U.D. PLANNED UNIT DEVELOPMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIUS
- RAD RADIAL
- RPB ROAD PLAT BOOK
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

SURVEY SYMBOL LEGEND

- SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905 UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP): SET MAG NAIL AND DISK STAMPED PCP LB4905 UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

- THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.

DATE 4/23/2024
DESIGN/DRAWN
DRAWING# 11641_321_004
PROJECT# 11641

PLAT BOOK _____, PAGE _____
SHEET 5 OF 7
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

LANDINGS AT VIERA

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

ABBREVIATIONS

- ' MINUTES/FEET
- " SECONDS/INCHES
- ° DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL/DELTA ANGLE

ABBREVIATIONS

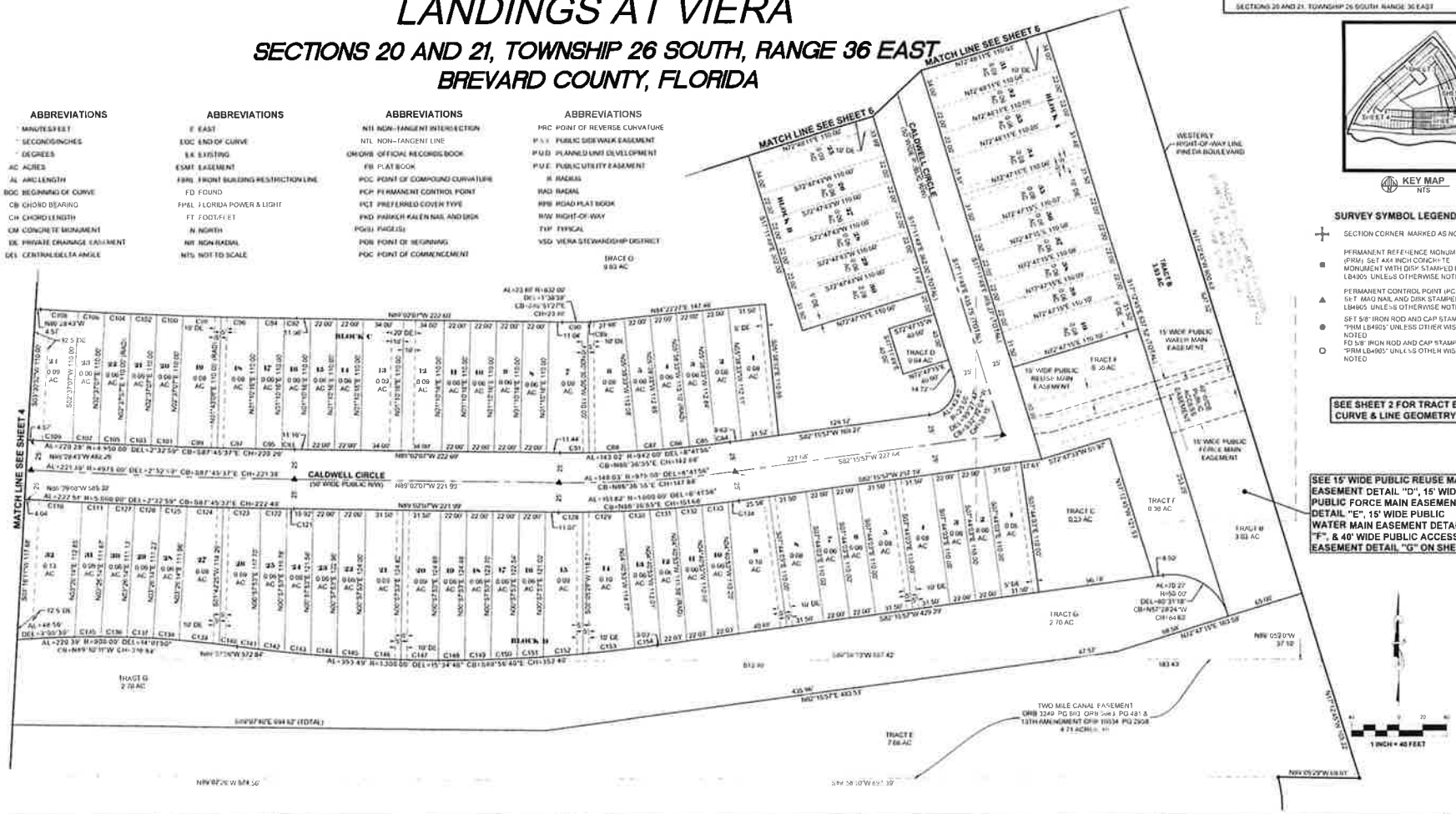
- E EAST
- EOC END OF CURVE
- EX EXISTING
- ESMT EASEMENT
- FBRL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- FP&L FLORIDA POWER & LIGHT
- FT FOOT/FEET
- N NORTH
- NR NON-RADIAL
- NTS NOT TO SCALE

ABBREVIATIONS

- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- OR/ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- POC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PKD PARKER KALEN NAIL AND DISK
- PG(S) PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

ABBREVIATIONS

- PRC POINT OF REVERSE CURVATURE
- PSE PUBLIC SIDEWALK EASEMENT
- PUD PLANNED UNIT DEVELOPMENT
- PUE PUBLIC UTILITY EASEMENT
- R RADIUS
- RAD RADIAL
- RPB ROAD PLAT BOOK
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT



KEY MAP
NTS

SURVEY SYMBOL LEGEND

- SECTION CORNER MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905 UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP) SET MAG NAIL AND DISK STAMPED PCP LB4905 UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PHM LB4905" UNLESS OTHER WISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED

SEE SHEET 2 FOR TRACT E CURVE & LINE GEOMETRY

SEE 15' WIDE PUBLIC REUSE MAIN EASEMENT DETAIL "D", 15' WIDE PUBLIC FORCE MAIN EASEMENT DETAIL "E", 15' WIDE PUBLIC WATER MAIN EASEMENT DETAIL "F", & 40' WIDE PUBLIC ACCESS EASEMENT DETAIL "G" ON SHEET 7

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C84	12.39	942.00'	0°45'12"	S82°38'34"W	12.39
C85	22.00	942.00'	1°20'18"	S83°41'19"W	22.00
C86	22.00	942.00'	1°20'18"	S85°01'36"W	22.00
C87	22.01'	942.00'	1°20'20"	S86°21'55"W	22.01'
C88	40.32	942.00'	2°27'04"	S88°15'38"W	40.30'
C89	2.40'	832.00'	0°09'56"	N89°24'12"E	2.40'
C90	21.47'	832.00'	1°28'43"	N88°46'22"E	21.47'
C91	24.31'	942.00'	1°28'43"	N88°46'22"W	24.31'
C92	10.44	4,640.00'	0°07'25"	S88°58'24"E	10.44
C93	10.84	4,660.00'	0°07'32"	N88°58'21"W	10.84
C94	22.00	4,840.00'	0°15'36"	S88°40'53"E	22.00
C95	22.00'	4,660.00'	0°15'17"	N88°48'5"W	22.00'
C96	21.30'	4,840.00'	0°22'14"	S88°23'51"E	21.30

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C97	32.35'	4,800.00'	0°22'26"	N88°28'05"W	32.35
C98	31.96'	4,840.00'	0°22'43"	S88°05'20"E	31.96
C99	33.32	4,900.00'	0°23'24"	N88°06'08"W	33.32
C100	22.00	4,840.00'	0°15'38"	S87°46'19"E	22.00
C101	22.00	4,900.00'	0°15'17"	N87°45'48"W	22.00
C102	22.00	4,840.00'	0°15'16"	S87°30'41"E	22.00
C103	22.00'	4,900.00'	0°15'17"	N87°30'31"W	22.00'
C104	22.00'	4,840.00'	0°15'38"	S87°15'04"E	22.00'
C105	22.00	4,900.00'	0°15'17"	N87°15'14"W	22.00
C106	22.00	4,840.00'	0°15'38"	S86°59'26"E	22.00
C107	22.00	4,900.00'	0°15'17"	S86°59'5"E	22.00
C108	31.67'	4,840.00'	0°22'30"	S86°40'23"E	31.67
C109	33.39	4,900.00'	0°22'11"	N86°40'44"W	33.39

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C110	44.51	5,000.00'	0°30'37"	S86°44'26"E	44.51'
C111	22.00'	5,000.00'	0°15'08"	S87°07'18"E	22.00
C121	6.08	5,000.00'	0°04'11"	S89°00'02"E	6.08
C122	22.00'	5,000.00'	0°15'08"	S86°52'22"E	22.00'
C123	31.50	5,000.00'	0°21'39"	S88°21'59"E	31.50
C124	30.38	5,000.00'	0°20'53"	S88°18'43"E	30.38
C125	22.01'	5,000.00'	0°15'08"	S87°52'42"E	22.01'
C126	22.00'	5,000.00'	0°15'08"	S87°37'34"E	22.00'
C127	22.00'	5,000.00'	0°15'08"	S87°22'26"E	22.00
C128	26.42'	1,000.00'	1°30'11"	S88°37'13"E	26.42'
C129	33.94'	1,000.00'	1°56'40"	N88°49'20"E	33.94
C130	22.01	1,000.00'	1°15'49"	N87°13'10"E	22.01'
C131	22.00	1,000.00'	1°15'38"	N85°57'31"E	22.00

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C132	22.00'	1,000.00'	1°15'38"	N84°41'53"E	22.00
C133	22.01	1,000.00'	1°15'40"	N83°26'13"E	22.01
C134	6.43	1,000.00'	0°22'26"	N82°22'10"E	6.43'
C135	22.04	900.00	1°24'32"	S88°49'01"W	22.04
C136	22.02'	900.00	1°24'06"	N86°40'50"W	22.02
C137	22.00	900.00	1°24'03"	N87°22'45"W	22.00
C138	22.00	900.00'	1°24'03"	N85°16'43"W	22.00'
C139	33.85	900.00'	2°09'19"	N84°12'03"W	33.85
C140	15.21	900.00'	0°58'07"	N83°38'07"W	15.21'
C141	17.87'	1,300.00'	0°47'32"	S82°33'02"E	17.87'
C142	22.11'	1,300.00'	0°58'27"	S83°26'02"E	22.11'
C143	22.07	1,300.00'	0°58'22"	S84°24'27"E	22.07
C144	22.05	1,300.00'	0°58'18"	S85°22'47"E	22.04

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C145	22.02	1,300.00	0°58'15"	S86°21'02"E	22.02'
C146	31.51	1,300.00	1°23'29"	S87°38'50"E	31.51
C147	31.50	1,300.00	1°23'18"	S88°55'09"E	31.50'
C148	22.00	1,300.00'	0°58'11"	N89°54'08"E	22.00'
C149	22.01	1,300.00'	0°58'12"	N86°55'54"E	22.01
C150	22.03	1,300.00'	0°58'18"	N85°52'40"E	22.03
C151	22.05'	1,300.00'	0°58'18"	N84°52'23"E	22.05
C152	33.44	1,300.00'	1°28'25"	N83°48'01"E	33.43
C153	43.72'	1,300.00'	1°55'21"	N81°54'03"E	43.72'
C154	19.00'	1,300.00'	0°50'14"	N82°41'04"E	19.00

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.

DATE: 4/23/2024
DESIGNED/DRAWN
DRAWING# 19041_201_001
PROJECT# 19041

PLAT BOOK _____, PAGE _____
SHEET 6 OF 7
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

LANDINGS AT VIERA

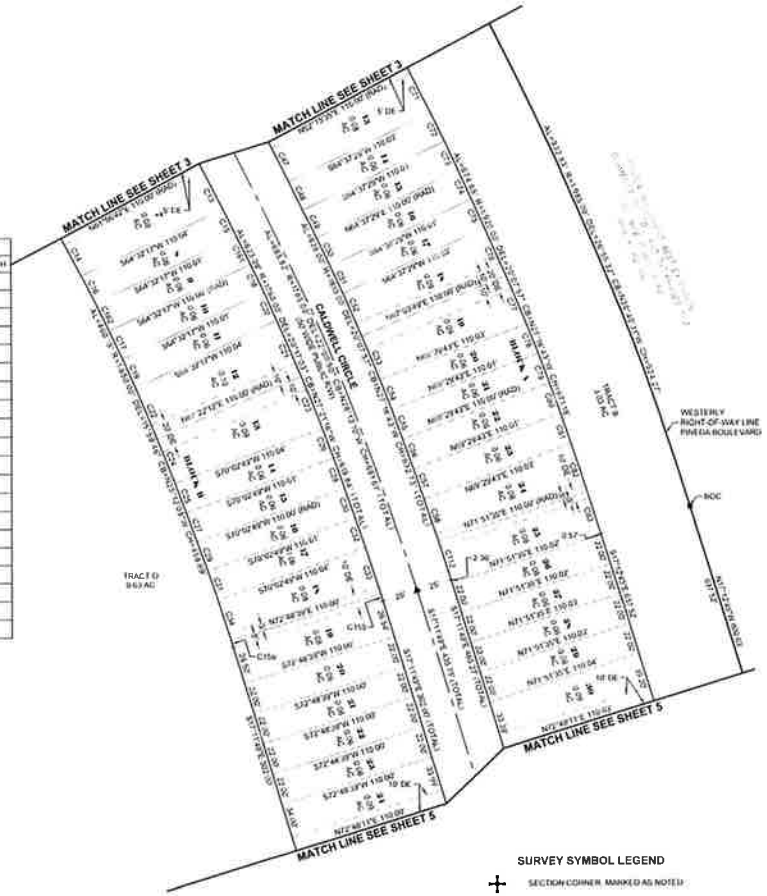
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

KEY MAP
NTS

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C13	35.65'	1,760.00'	1°09'28"	S31°28'20"E	35.65'
C14	30.67'	1,650.00'	1°03'54"	N27°31'21"W	30.67'
C15	22.00'	1,760.00'	0°42'50"	S26°32'11"E	22.00'
C16	22.00'	1,650.00'	0°45'51"	N26°36'29"W	22.00'
C17	22.00'	1,050.00'	0°45'50"	N25°04'48"W	22.00'
C18	22.00'	1,760.00'	0°42'58"	S25°06'54"E	22.00'
C19	22.00'	1,050.00'	0°45'51"	N24°18'15"W	22.00'
C20	22.00'	1,760.00'	0°42'58"	S24°23'15"E	22.00'
C21	42.96'	1,760.00'	1°23'58"	S23°19'47"E	42.96'
C22	37.55'	1,650.00'	1°18'14"	N23°16'55"W	37.55'
C23	38.23'	1,760.00'	1°14'40"	S22°00'28"E	38.23'
C24	33.00'	1,650.00'	1°08'56"	N22°02'26"W	33.00'
C25	22.00'	1,650.00'	0°45'51"	N21°05'37"W	22.00'
C26	22.00'	1,760.00'	0°42'58"	S21°01'37"E	22.00'
C27	22.00'	1,650.00'	0°45'51"	N20°26'06"W	22.00'
C28	22.00'	1,760.00'	0°42'58"	S20°18'40"E	22.00'
C29	22.00'	1,650.00'	0°45'50"	N19°34'16"W	22.00'
C30	22.00'	1,760.00'	0°42'58"	S19°20'42"E	22.00'
C31	22.00'	1,650.00'	0°45'51"	N18°48'25"W	22.00'
C32	22.00'	1,760.00'	0°42'58"	S18°52'43"E	22.00'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C33	35.18'	1,760.00'	1°08'49"	N17°50'53"W	35.18'
C34	29.87'	1,650.00'	1°00'14"	N17°34'23"W	29.87'
C47	30.71'	1,810.00'	0°58'10"	N27°13'15"W	30.71'
C48	22.00'	1,810.00'	0°41'48"	N26°25'12"W	22.00'
C49	22.00'	1,810.00'	0°41'47"	N25°43'24"W	22.00'
C50	22.00'	1,810.00'	0°41'48"	N25°01'37"W	22.00'
C51	22.00'	1,810.00'	0°41'48"	N24°19'50"W	22.00'
C52	33.04'	1,810.00'	1°02'46"	N22°27'33"W	33.04'
C53	32.81'	1,810.00'	1°02'16"	N20°25'01"W	32.81'
C54	22.00'	1,810.00'	0°41'48"	N21°32'56"W	22.00'
C55	22.00'	1,810.00'	0°41'47"	N20°51'11"W	22.00'
C56	22.00'	1,810.00'	0°41'47"	N20°09'24"W	22.00'
C57	22.00'	1,810.00'	0°41'48"	N19°27'36"W	22.00'
C58	30.69'	1,810.00'	0°58'18"	N18°37'33"W	30.69'
C71	35.25'	1,920.00'	1°03'07"	N27°32'51"W	35.25'
C72	22.00'	1,920.00'	0°39'34"	N26°21'36"W	22.00'
C73	22.00'	1,920.00'	0°39'24"	N25°42'12"W	22.00'
C74	22.00'	1,920.00'	0°39'24"	N25°02'48"W	22.00'
C75	22.00'	1,920.00'	0°39'24"	N24°23'25"W	22.00'
C76	37.73'	1,920.00'	1°07'33"	N23°29'57"W	37.73'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C77	37.48'	1,920.00'	1°07'05"	N22°22'38"W	37.48'
C78	22.00'	1,920.00'	0°39'24"	N21°25'23"W	22.00'
C79	22.00'	1,920.00'	0°39'24"	N20°49'59"W	22.00'
C80	22.00'	1,920.00'	0°39'24"	N20°10'35"W	22.00'
C81	22.00'	1,920.00'	0°39'24"	N19°31'12"W	22.00'
C82	35.23'	1,920.00'	1°03'05"	N18°39'37"W	35.23'
C83	31.09'	1,920.00'	0°55'40"	N17°40'25"W	31.09'
C112	29.31'	1,810.00'	0°55'48"	N17°40'35"W	29.31'
C155	5.01'	1,760.00'	0°09'47"	N17°37'38"W	5.00'
C153	5.05'	1,650.00'	0°10'31"	N17°16'00"W	5.05'
C161	22.00'	1,760.00'	0°42'58"	N25°49'53"W	22.00'
C162	22.00'	1,650.00'	0°45'51"	N25°50'26"W	22.00'



ABBREVIATIONS

- ' MINUTES/FEET
- " SECONDS/INCHES
- ° DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL/DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- EXMT EASEMENT
- FBRL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- FP&L FLORIDA POWER & LIGHT
- FT FOOT/FEET
- N NORTH
- NR NON RADIAL
- NTS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- OR/ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PCC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PKD PARKER-KALON NAIL AND DISK
- PG(S) PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- P.S.E. PUBLIC SIDEWALK EASEMENT
- P.U.D. PLANNED UNIT DEVELOPMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIUS
- RAD RADIAL
- RPB ROAD PLAT BOOK
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VUD VIERA SOUTHWORKSHIP DISTRICT

SURVEY SYMBOL LEGEND

- SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP) SET MAG NAIL AND DISK STAMPED PCP LB4905 UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

40 0 20 40
1 INCH = 40 FEET

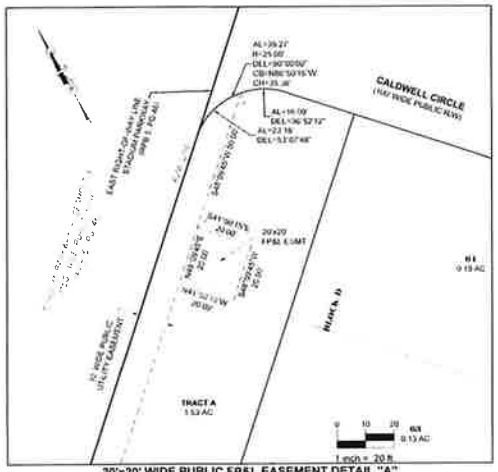
- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.

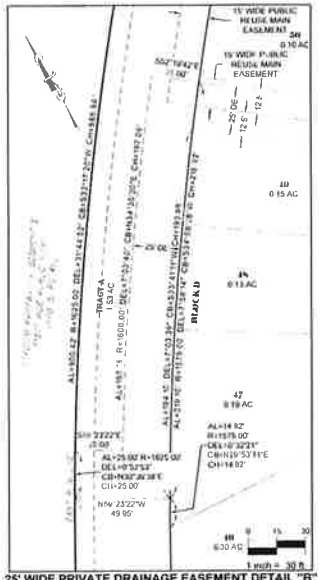
DATE: 4/23/2024
DR:SIGN/DRAWN
DRAWING# 11641_321_006
PROJECT# 11641

LANDINGS AT VIERA

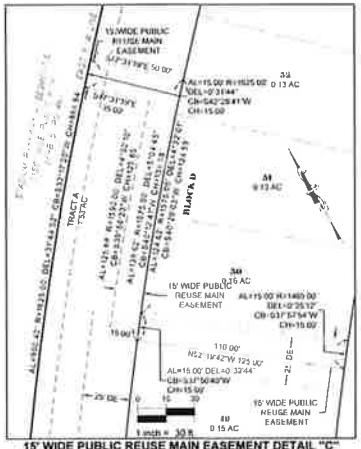
SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



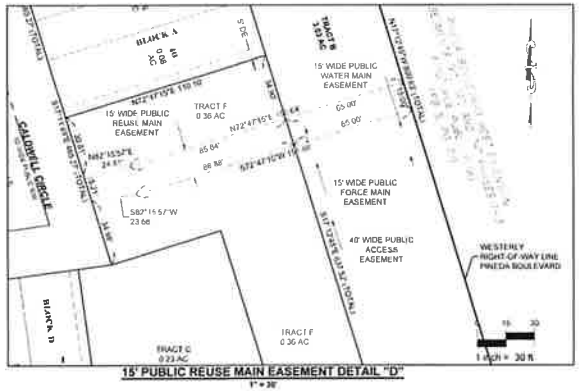
20'x20' WIDE PUBLIC FP&L EASEMENT DETAIL "A"
1" = 20'



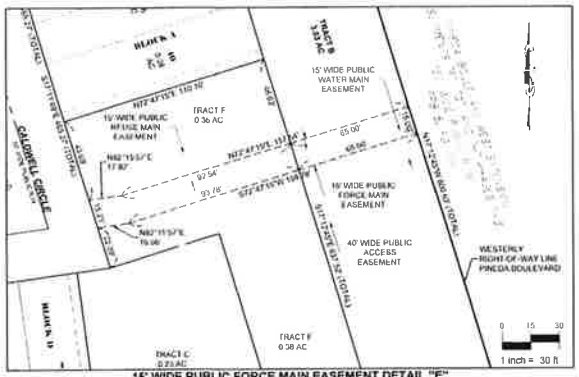
25' WIDE PRIVATE DRAINAGE EASEMENT DETAIL "B"
1" = 30'



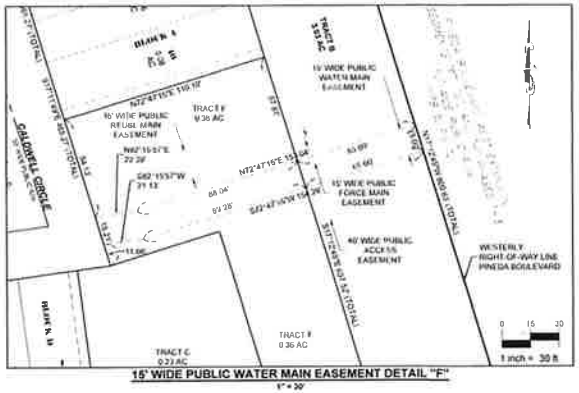
15' WIDE PUBLIC REUSE MAIN EASEMENT DETAIL "C"
1" = 30'



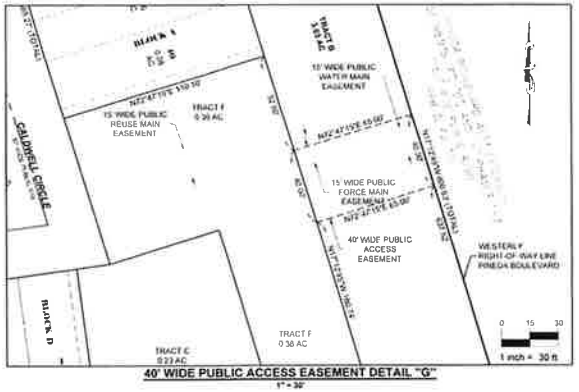
15' PUBLIC REUSE MAIN EASEMENT DETAIL "D"
1" = 30'



15' WIDE PUBLIC FORCE MAIN EASEMENT DETAIL "E"
1" = 30'



15' WIDE PUBLIC WATER MAIN EASEMENT DETAIL "F"
1" = 30'



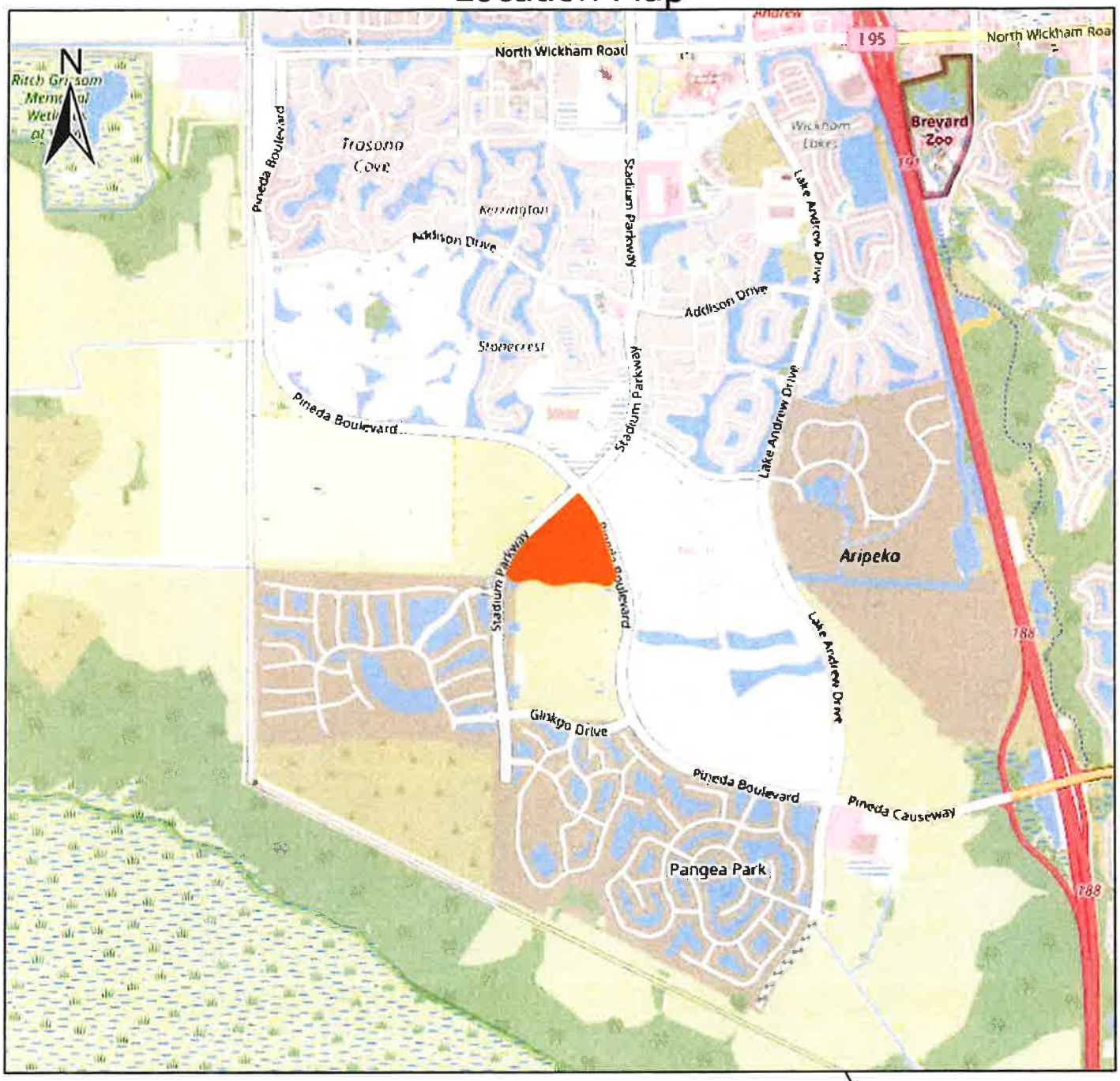
40' WIDE PUBLIC ACCESS EASEMENT DETAIL "G"
1" = 30'

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERING LAND SURVEYING
[illegible]

DATE: 4/23/2024
DESIGN/DRAWN
DRAWING# 19641_301_001
PROJECT# 19641

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: 1:36,000
1 inch equals 3,000 feet

0 1,500 3,000 ft

Brevard COUNTY

Print Time: 7/16/2024 3:14 PM