

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 8th day of December 2020, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and WCI Communities, LLC, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks and associated improvements.

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 or in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

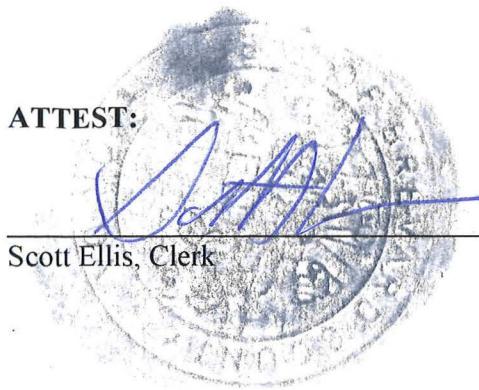
3. The PRINCIPAL agrees to complete said construction on or before the 1st day of November 2022.

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 \$ 1,174,219.10. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

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

ATTEST:

Scott Ellis, Clerk



BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Bryan Lober, Chair  
Rita Pritchett

As approved by the Board on: Dec. 8, 2020.

WITNESSES:

Jeff Alexander  
Rita Pritchett

PRINCIPAL:

Jeff Alexander  
Jeff Alexander, as Authorized Agent

11/2/2020

DATE

State of: Florida

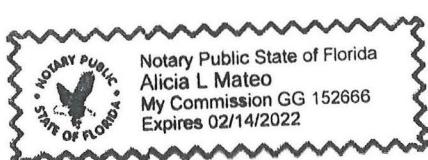
County of: Brevard

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of NOVEMBER 20 20 20, by  
JEFF ALEXANDER 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:



Alicia L. Mateo  
Notary Public

Alicia L. Mateo

Notary Name printed, typed or stamped

**SURETY PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, WCI Communities, LLC, hereinafter referred to as "Owner" and, Liberty Mutual Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, hereinafter referred to as "County", in the sum of \$1,174,219.10, 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 \_\_\_\_\_, 20\_\_\_\_, 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.

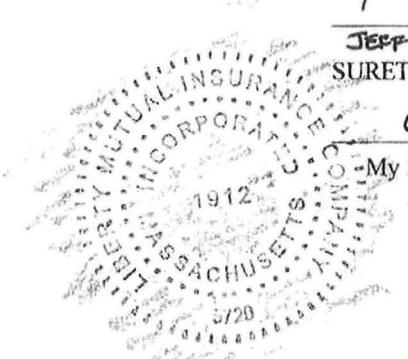
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 16th day of October, 2020.

WCI Communities, LLC,  
OWNER: a Delaware limited liability company

JEFF ALEXANDER, AUTHORIZED AGENT  
SURETY: Liberty Mutual Insurance Company

My Hu, Attorney-in-Fact



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange)

On OCT 16 2020 before me, Kathy R. Mair, Notary Public  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----  
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

A handwritten signature in black ink that reads "Kathy R. Mair".

Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney-in-Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney-in-Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202349-024017

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Joaquin Perez, Regina Rangel, Brenda Wong

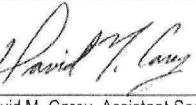
all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 14th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 16 day of OCT 16 2020.



By:

  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**BRIDGEWATER SOUTH AT VIERA SECTION 1  
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST  
BREVARD COUNTY, FLORIDA**

PLAT BOOK \_\_\_, PAGE \_\_\_  
SHEET 2 OF 4  
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST

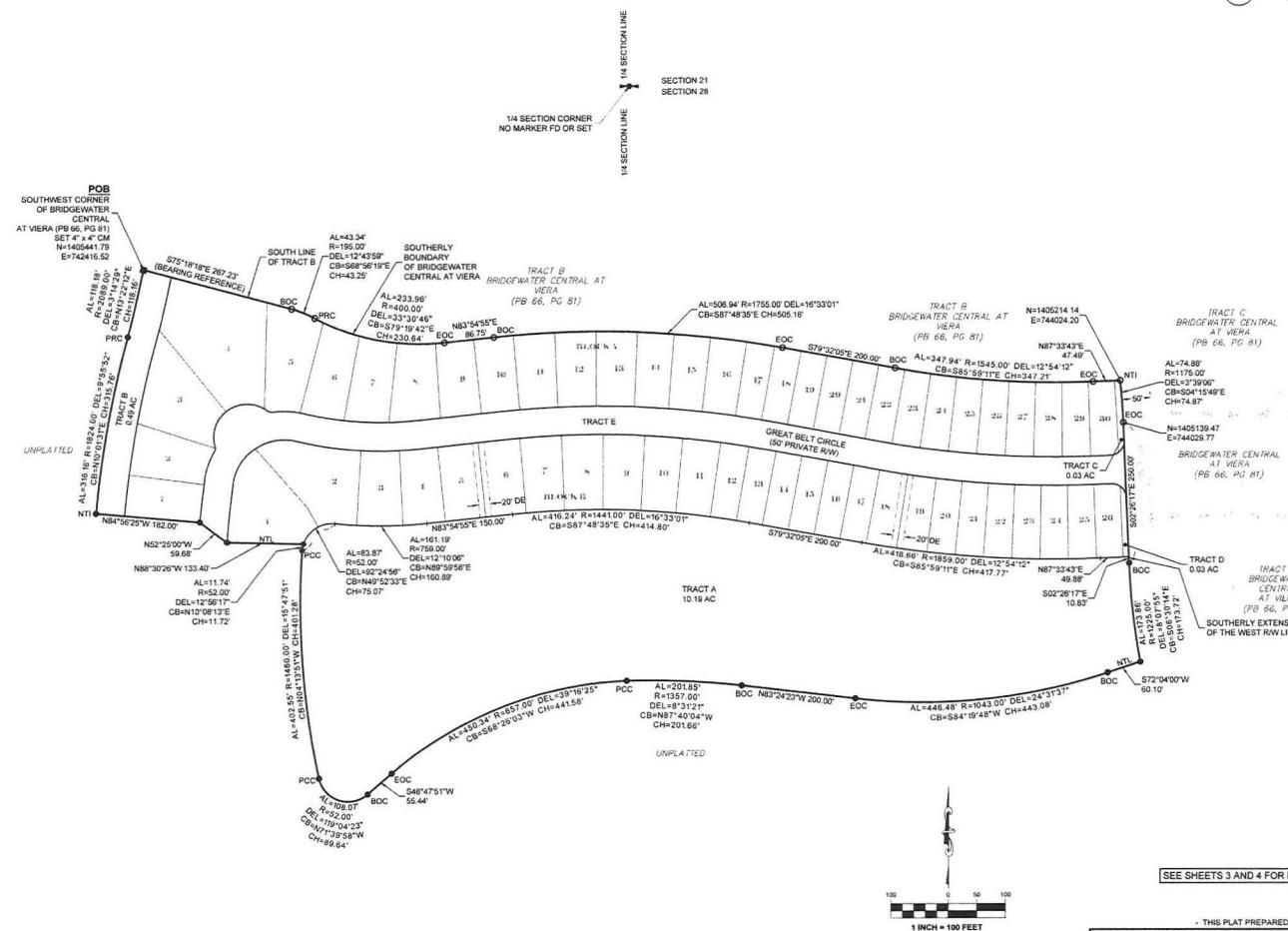


## ABBREVIATIONS

MINUTES/FEET
SECONDS/INCHES
DEGREES
ARC LENGTH
BENDING LENGTH OF CURVE
CHORD BENDING
CHORD LENGTH
CM CONCRETE MONUMENT
CCB CIRCUIT COURT BOOK
DEL CENTRAL/DELTA ANGLE
DE DRAFTING EASEMENT (PRIVATE)
DEE EAST LASTING
EL ELEVATION
EOC END OF CURVE
EX EXISTING
FD FOUND
FT FOOT/FEET
N NORTH / NORTHLING
NTS NORTH TANGENT LINE
NTN NORTH-TANGENT INTERSECTION
NTL NORTH-TANGENT LINE
(INR) NOT RADIAL
ORR OFFICIAL RECORDS BOOK
PLB PLAT BOOK
PCC POINT OF COMPOUND CURVATURE
PCP POINT OF CENTERLINE CONTROL POINT
PRD PARKER-KALEN NAL AND DISK
(PAGES) PAGES
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRO POINT OF REVERSE CURVATURE
PSE PUBLIC SIDEWALK EASEMENT
PUD PLANNED UNIT DEVELOPMENT
PUE PUBLIC UTILITY EASEMENT
R RADUS
RA RADIAL LINE
RHW RIGHT-OF-WAY
S SOUTH
TOP THE TOP OF BANK
TYP TYPICAL
W WEST

#### SURVEY SYMBOL LEGEND

- 1/4 SECTION CORNER MARKED AS NOTED
- SET 5/8" IRON ROD AND CAP STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON ROD AND CAP STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- FOUND PERMANENT REFERENCE MONUMENT (PRM), 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.



SEE SHEETS 3 AND 4 FOR LOT DIMENSIONS



**BRIDGEWATER SOUTH AT VIERA SECTION 1  
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST  
BREVARD COUNTY, FLORIDA**

PLAT BOOK       , PAGE         
SHEET 3 OF 4  
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST



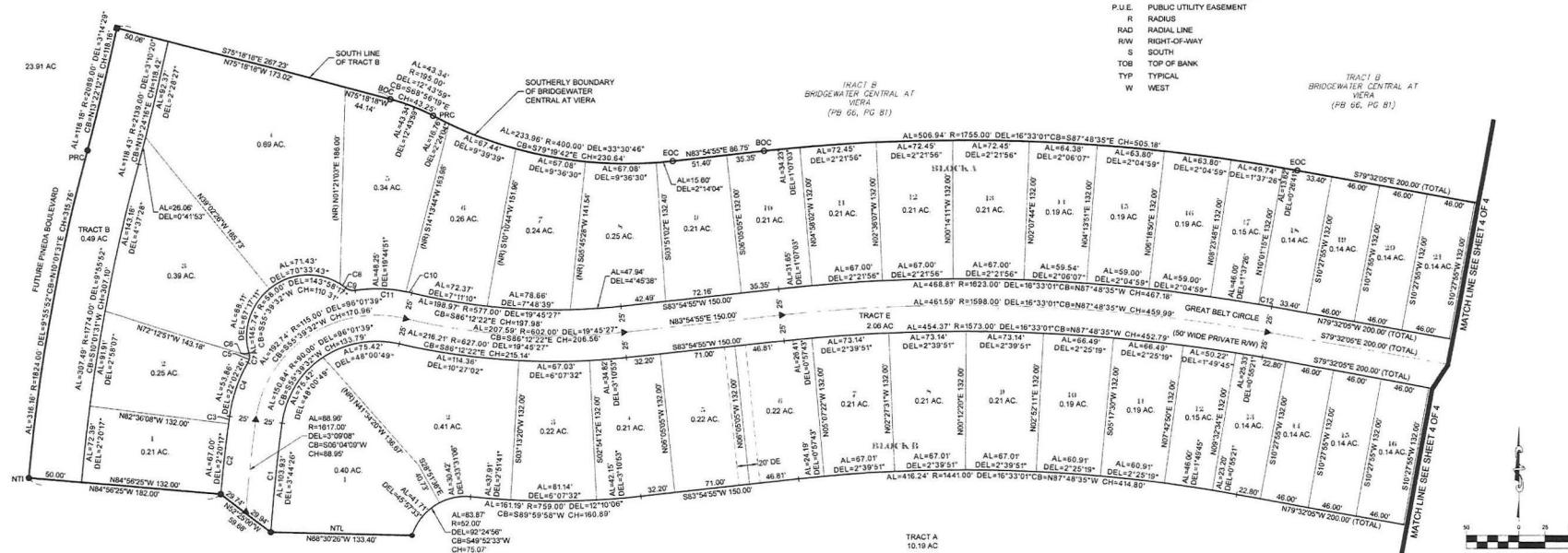
#### **SURVEY SYMBOL LEGEND**

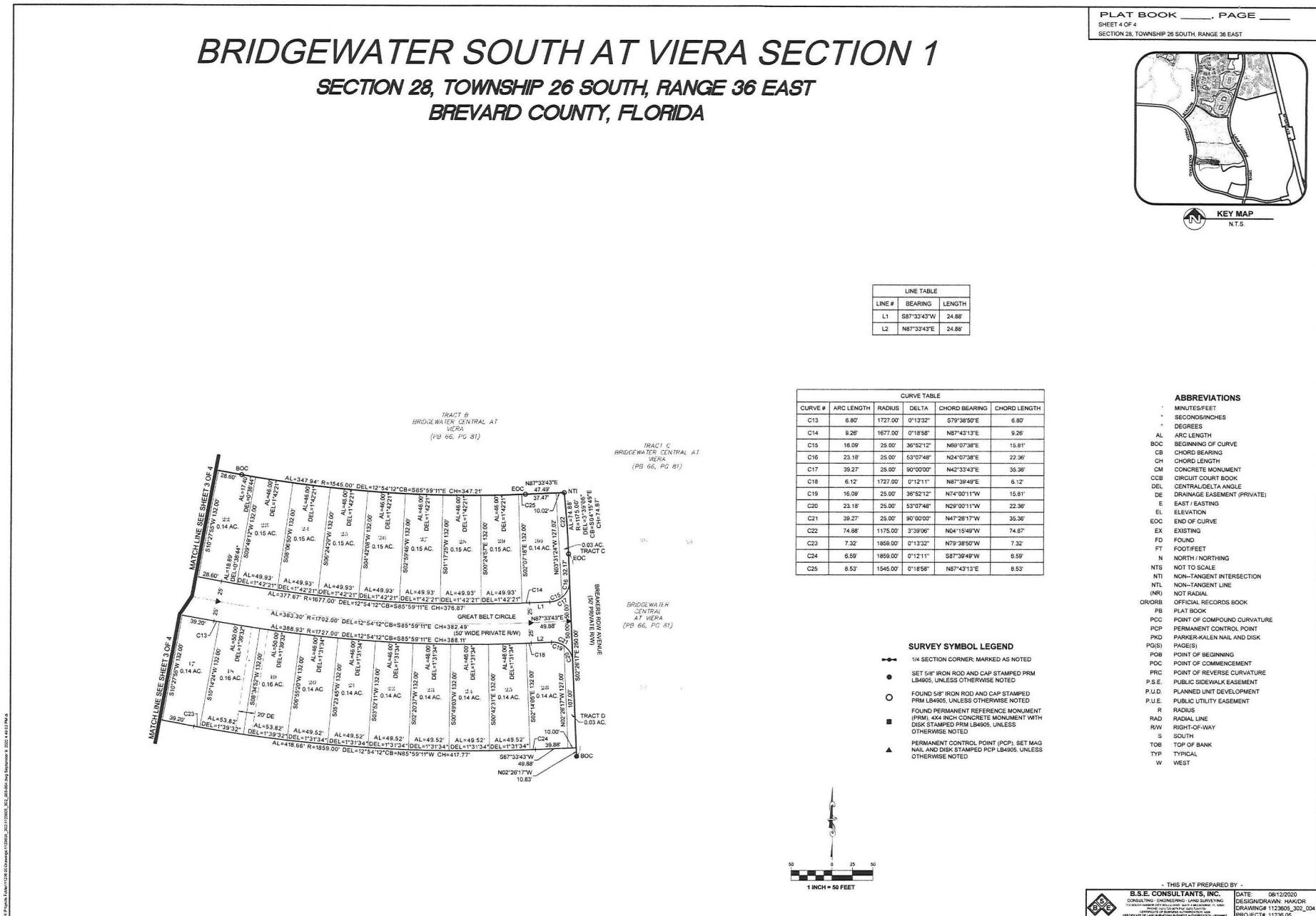
- 1/4 SECTION CORNER, MARKED AS NOTED
- SET 5/8" IRON ROD AND CAP STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON ROD AND CAP STAMPED PRM LB4906, UNLESS OTHERWISE NOTED
- FOUND PERMANENT REREFERENCE MONUMENT (PRM) 4X4 INCLINED, EQUIPPED WITH DISK AND STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP) SET MADE NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

CURVE TABLE						
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD	BEARING	CHORD LENGTH
C1	103.93'	1592.0'	3°44'26"	S05°46'30" W		103.92'
C2	74.10'	1642.0'	2°35'08"	S06°21'09" W		74.09'
C3	7.10'	1642.0'	0°14'51"	S07°31'17" W		7.10'
C4	53.86'	120.0'	22°02'26"	S18°39'56" W		53.52'
C5	6.59'	12.00'	31°28'34"	N15°56'52" E		6.51'
C6	3.04'	12.00'	14°32'11"	N09°03'31" W		3.04'
C7	9.64'		46°00'45"	N04°40'45" E		9.38'
C8	6.20'	58.0'	67°7'29"	N55°25'01" W		6.20'
C9	9.64'		46°00'45"	S75°21'42" E		9.38'
C10	5.60'	140.0'	2°17'35"	N77°28'26" W		5.60'
C11	53.86'	120.0'	22°02'26"	N87°20'51" W		53.52'
C12	12.60'	1623.0'	0°26'41"	N79°45'25" W		12.60'

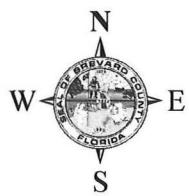
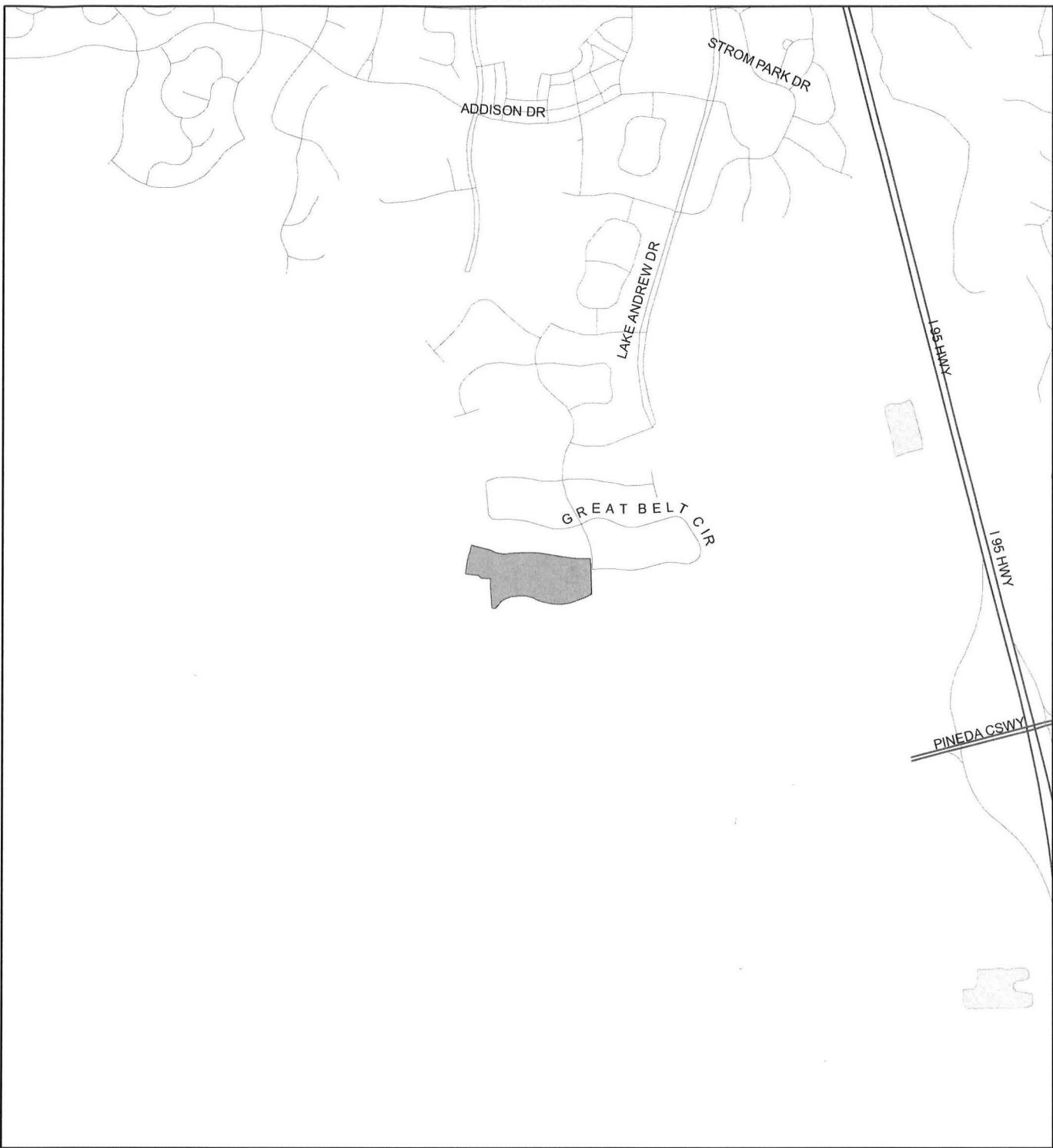
## ABBREVIATIONS

	MINUTES/FEET
	SECONDS/INCHES
	DEGREES
ARC	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CCR	CIRCUIT COURT BOOK
DEL	CENTRAL/DELTA ANGLE
DE	DRAINAGE EASEMENT (PRIVATE)
E	EASEMENT
EDC	ELEVATION
END	END OF CURVE
EX	EXISTING
FD	FOUND
FT	FOOT/FEET
N	NORTH / NORTHEAST
NTS	NOT TO SCALE
NTI	NOT TO INDIVIDUAL INTERSECTION
NTL	NOT TO TANGENT LINE
NR	NOT RADIAL
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POG	POINT OF GROWTH
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 LINE
R/W	RIGHT-OF-WAY
S	SOUTH
TOB	TOP OF BANK
TYP	Typical
W	WEST





LOCATION MAP  
BRIDGEWATER SOUTH AT VIERA SECTION 1  
20FM00006



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 11/5/2020