

Subdivision No. 17SDM00002

Project Name Island Chase Subdivision

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 10 day of December 2019, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and RJJAC Homes, 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:

Grading, rubble-wrap and bedding, erosion and sediment control and, sod.

and all other improvements depicted in subdivision number 17SDM00002. 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 10 day of December, 2021.

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 \$3,812.50. 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

As approved by the Board on: Dec. 10, 20 19.

WITNESSES:





PRINCIPAL:



Robert Donovan, as President Manager

November 19, 2019

DATE

State of: FLORIDA

County of: BREVARD

The foregoing instrument was acknowledged before me this 19 day of November 20 19, by ROBERT MICHAEL DONOVAN who is personally known to me or who has produced FL Driver's License as identification and who did (did not) take an oath.

My commission expires:





Notary Public

PAGE R WHITTLE

Notary Name printed, typed or stamped

**CASH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That RJAC Homes LLC, hereinafter referred to as "Owner" is held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County" in the sum of \$ 3812.50 cash, for the payment of which he binds himself, his heirs, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Owner has agreed to construct the improvements listed below in Island Chase subdivision.
Improvements to be constructed, are as follows: Grading, Rubble-Wrap & Bedding
Erosion & Sediment Control, Sod.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully construct the Improvements listed above by DECEMBER 10, 2021, 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 by the County, the Owner hereby authorizes the County or its representative to enter upon the land and the County shall have the right to complete the improvements described above and the Owner shall pay all costs of completing the improvements 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. The County shall have the additional right to contract for the completion of the improvement upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for completion of said contract, the Owner 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 therefore, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County may use the Cash Performance Bond to pay the cost of construction or completion of the improvements listed. Owner shall remain liable for any costs in excess of this payment bond.

In the event that the County commences suit for the collection of any sums due hereunder, the Owner agrees to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 19 day of November 2019.

WITNESS:

Cassie Hinton
Cassie Hinton

OWNER:

BY: [Signature]

TITLE: Manager

ISLAND CHASE

Section 27, Township 24 South, Range 36 East
Brevard County, Florida

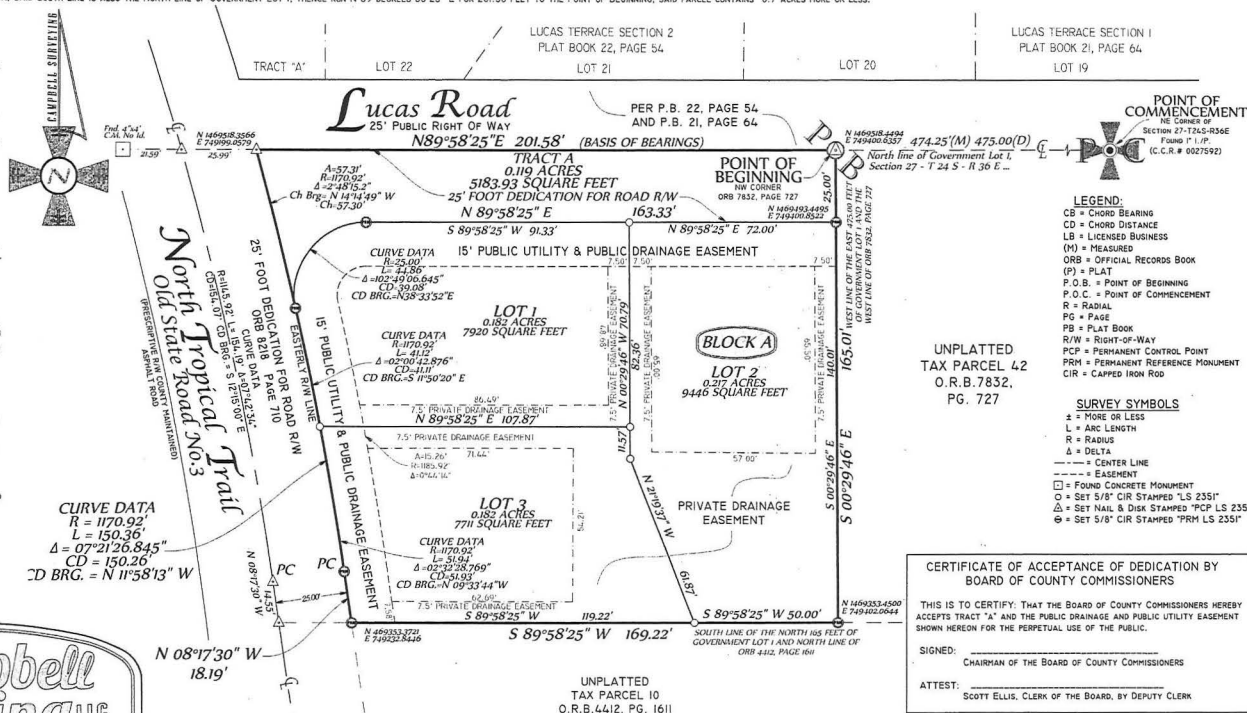
LEGAL DESCRIPTION

THE NORTH 165.00 FEET OF GOVERNMENT LOT 1 IN FRACTIONAL SECTION 27 IN TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA THAT LIES EAST OF NORTH TROPICAL TRAIL, LESS THEREFROM THE EAST 475.00 FEET OF SAID GOVERNMENT LOT 1, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1 SAID CORNER IS MARKED WITH A ONE INCH DIAMETER PIPE IN THE CENTER OF LUCAS ROAD WHOSE CERTIFIED CORNER REPORT HAS BEEN FILED WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND IS FILED UNDER CERTIFIED CORNER REPORT #0027592; THENCE RUN S 89 DEGREES 58'25" W ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 1 AND ALONG THE CENTERLINE OF LUCAS ROAD FOR 475.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7832 AT PAGE 727 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN S 0 DEGREES 29'40" E ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST 475.00 FEET OF SAID GOVERNMENT LOT 1 FOR 165.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 165.00 FEET OF SAID GOVERNMENT LOT 1, SAID POINT LIES ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4412 AT PAGE 1611 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89 DEGREES 58'25" W ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTH 165.00 FEET OF SAID GOVERNMENT LOT 1 FOR 169.22 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH TROPICAL TRAIL, AS SAID EAST RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 8218 AT PAGE 710 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 08 DEGREES 17'30" W FOR 18.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE THAT IS CONCAVE SOUTHWESTERLY THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 170.92 FEET THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES, 21'26.845" FOR AN ARC DISTANCE OF 150.36 FEET AND A CHORD OF 150.26 FEET AND A CHORD BEARING OF N 11 DEGREES, 58'13" W TO A POINT OF THE SOUTH LINE OF LUCAS ROAD AS SAID SOUTH LINE IS SHOWN ON THE RECORD PLATS OF LUCAS TERRACE SECTION 2 ACCORDING TO THE A PLAT THEREOF RECORDED IN PLAT BOOK 22 AT PAGE 54 AND LUCAS TERRACE SECTION 1 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21 AT PAGE 64 OF THE PUBLIC RECORDS ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID SOUTH LINE IS ALSO THE NORTH LINE OF GOVERNMENT LOT 1; THENCE RUN N 89 DEGREES 58'25" E FOR 201.58 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.7 ACRES MORE OR LESS.

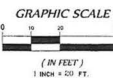
PLAT NOTES:

1. THE BEARINGS SHOWN ARE ASSUMED FOR COMPUTATIONAL PURPOSES AND ARE BASED ON THE NORTH LINE OF GOVERNMENT LOT 1, BEING N 89°58'25" E.
2. THE 15 FOOT WIDE PUBLIC UTILITY & PUBLIC DRAINAGE EASEMENT AS SHOWN RUNNING ALONG THE FRONT OF ALL LOTS ALONG LUCAS ROAD AND ALONG NORTH TROPICAL TRAIL, ARE FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES & PUBLIC DRAINAGE EASEMENT AND MAY ALSO BE USED FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES AS PROVIDED BY SECTION 177.091 SUBSECTION (28) FLORIDA STATUTES. 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.
3. FOR DEED RESTRICTIONS SEE OFFICIAL RECORDS BOOK _____ AT PAGE _____.
4. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.
5. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORM WATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
6. HOME OWNER ASSOCIATION DECLARATIONS, COVENANTS AND RESTRICTIONS, INCORPORATION AND BY-LAWS, SEE OFFICIAL RECORDS BOOK _____ PAGE _____.
7. 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.
8. BENCHMARK PID #286-22 IS LOCATED WITHIN THE BOUNDARIES AND/OR THE CORNERS OF THE PLAT. PLEASE CALL THE COUNTY SURVEYING OFFICE OR VISIT THE WEBSITE TO OBTAIN THE VERTICAL DATA.



JOHN R. Campbell
Surveying LLC

115 Alma Blvd, Suite 102
Maitland, FL 32751
Phone: (321) 514-6920
Licensed Business #7978
Campbell Project # 2017-294 © 2019
Checked By: J.R. Campbell Drawn By: E.L. Hale

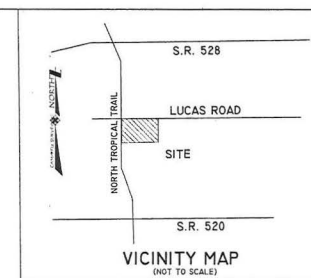


STATE PLANE COORDINATE NOTES:

THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND REDUCED TO THE 1983 DATUM. A GPS CONTROL SURVEY UTILIZING TOPCON HYPER LITE RECEIVERS WAS PERFORMED ON 8/30/17. ALL DISTANCES ON PLAT ARE GROUND DISTANCES.

DESIGNATION	PID	NORTHING	EASTING	COMBINED SCALE FACTOR	CONVERGENCE ANGLE	GEOGRAPHICAL COORDINATES
COURTENAY	AK2418	156,489.50	174,819.27	99995545	+0 08 20.3	28°22'22.0000" N 80°42'30.5171" W
REWARD COUNTY US 94	AK7501	148,083.12	175,387.32	99995523	+0 08 43.2	28°24'19.0785" N 80°41'40.0867" W

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING LAND DESKTOP DEVELOPMENT SOFTWARE.



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.

PLAT BOOK PAGE

SHEET 1 OF 1
SECTION 27 TWP. 24 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT RJJAC HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE, OF THE LANDS DESCRIBED IN ISLAND CHASE HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND HEREBY DEDICATES PUBLIC ROAD RIGHT-OF-WAYS OF LUCAS ROAD (TRACT A) AND PUBLIC DRAINAGE AND UTILITY EASEMENTS AS SHOWN HEREON TO BREVARD COUNTY, IT BEING THE INTENTION OF THE UNDERSIGNED THAT ALL OTHER EASEMENTS BE PRIVATELY OWNED AND MAINTAINED AND THAT THE PUBLIC AND BREVARD COUNTY HAVE NO RIGHT OR INTEREST THEREIN.

RJJAC HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
WITNESSES:

BY: ROBERT DONOVAN,
MANAGING MEMBER
WITNESS
PRINT NAME: Laurie B. Edright
WITNESS
PRINT NAME: BRIAN KLAUSER

STATE OF FLORIDA COUNTY OF BREVARD:

THIS IS TO CERTIFY THAT ON THIS 5th DAY OF October 2019, BEFORE ME A MANAGING MEMBER WHO IS DULY AUTHORIZED TO TAKE OATHS AND ACKNOWLEDGEMENTS APPEARED ROBERT DONOVAN, WHO RESIDES IN, MERITT ISLAND, FLORIDA 32952, WHO IS PERSONALLY KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED DID EXECUTE THE ATTACHED INSTRUMENT TO BE A FREE ACT AND DEED AND DID DEDICATE THIS INSTRUMENT FOR THE PURPOSES HEREIN DESCRIBED.

N WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES ON:

5/15/21

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON OCTOBER 25, 2019 I COMPLETED A BOUNDARY SURVEY OF THE LANDS SHOWN FOR ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF SECTION 472.027, FLORIDA STATUTES AND 177, PART I, FLORIDA STATUTES, AND COUNTY ORDINANCE 62-2841 (C) (D) AS AMENDED AND THAT SAID LANDS ARE LOCATED IN BREVARD COUNTY, FLORIDA.

JOHN R. CAMPBELL,
FLORIDA PROFESSIONAL
SURVEYOR AND MAPPER, NO. 2351

JOHN R. CAMPBELL SURVEYING LLC
115 ALMA BOULEVARD, SUITE 102
MERITT ISLAND, FL 32955
CERTIFICATE OF AUTHORIZATION NO. LB 7978

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT THE BOARD OF COUNTY COMMISSIONERS HEREBY ACCEPTS TRACT "A" AND THE PUBLIC DRAINAGE AND PUBLIC UTILITY EASEMENT SHOWN HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

SIGNED: CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST: SCOTT ELLIS, CLERK OF THE BOARD, BY DEPUTY CLERK

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.

SIGNED: CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST: SCOTT ELLIS, CLERK OF THE BOARD, BY DEPUTY CLERK

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 I, FLORIDA STATUTES AND BREVARD COUNTY ORDINANCE 62-2841 (C) (D) AS AMENDED.

SIGNED: COUNTY SURVEYOR:

IN AND FOR BREVARD COUNTY, FLORIDA
MICHAEL J. SWEENEY,
PROFESSIONAL SURVEYOR & MAPPER NO. 4370

CERTIFICATE OF CLERK

I HEREBY CERTIFY: THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ AT _____

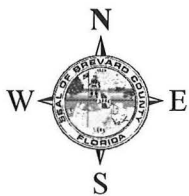
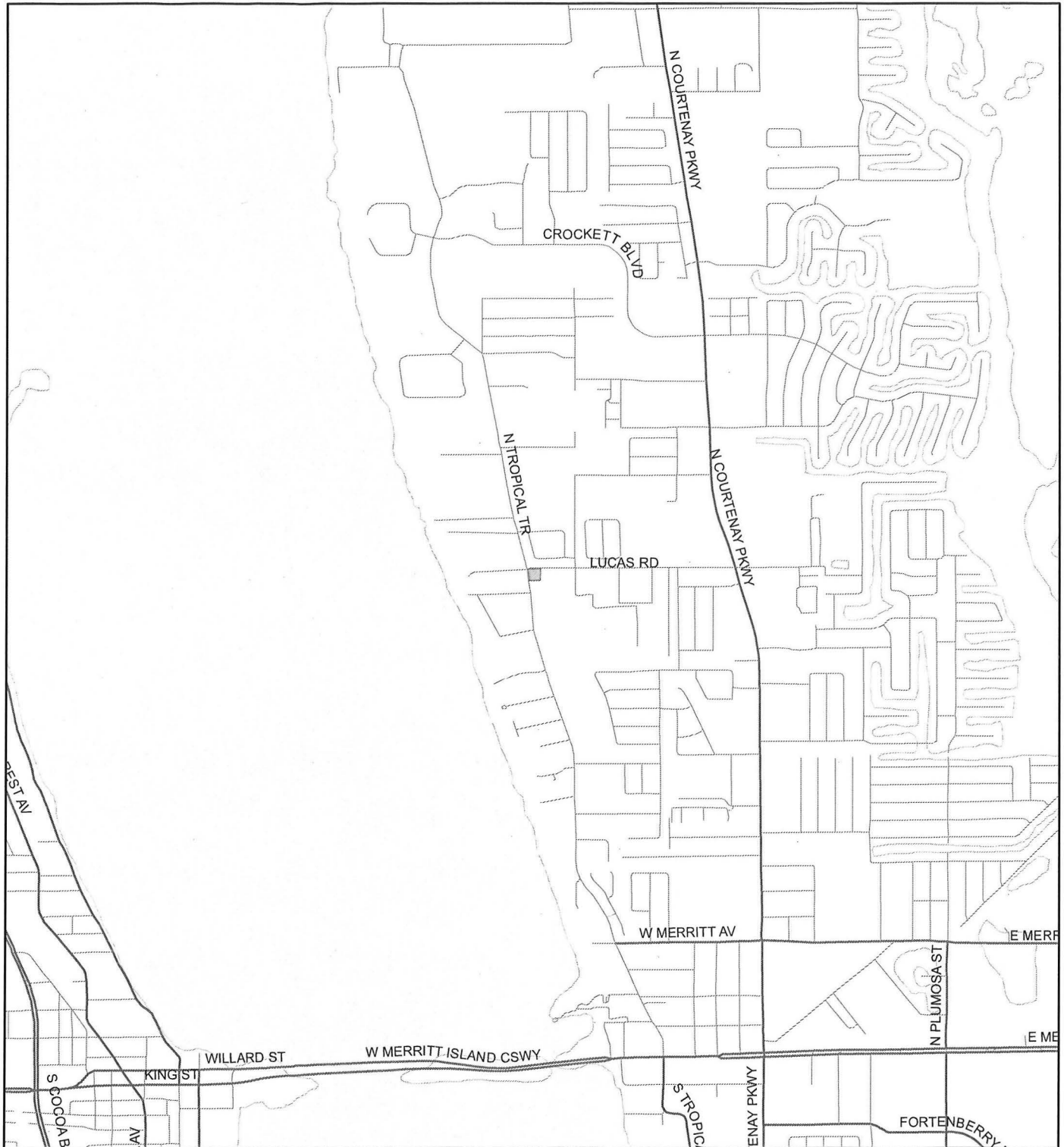
FILE NO. _____

SIGNED: SCOTT ELLIS, CLERK OF THE CIRCUIT COURT,
IN AND FOR BREVARD COUNTY, FLORIDA

LOCATION MAP

ISLAND CHASE

17SDM00002



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: 11/7/2019