

Subdivision No. 21SD00003 / 21Fm00019 Project Name Village 2 Neighborhood 8, Phase 1

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 25th day of January, 2022, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Pulte Home Company, 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:

and all other improvements depicted in subdivision number 21SD00003 / 21Fm00019. 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 29th day of April, 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 \$ 1,886,861.15. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not
Been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request
payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

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

ATTEST:


Rachel M. Sadoff, Clerk

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


Kristine Zonka, Chair

As approved by the Board on: Jan. 25, 2022.

WITNESSES:

King & Clay

Alexandra Castro

PRINCIPAL:


Aaron Struckmeyer, P.E., Land Planning and Entitlements Manager

12/9/2021
DATE

State of: Florida

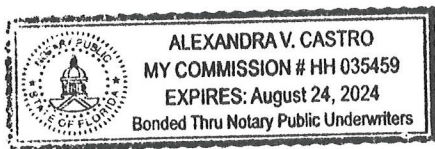
County of: Orange

The foregoing instrument was acknowledged before me this 9 day of December 2021, by Aaron Struckmeyer 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:




Notary Public

Alexandra Castro
Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

Bond No. 59BSBIT0797

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, Hartford Fire 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 \$ 1,886,861.15, 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 25th day of January, 2022, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by April 29, 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.

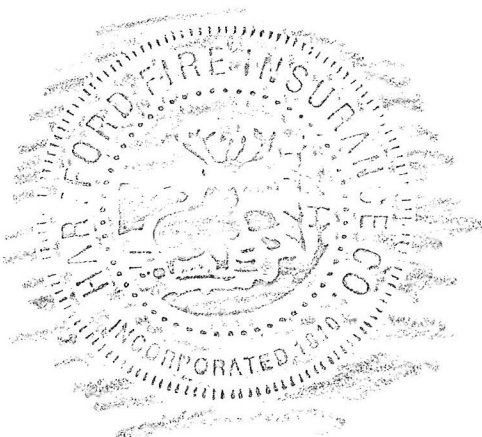
EXECUTED this 1st day of December, 2021.

OWNER: Pulte Home Company, LLC

Gregory S. Rives, Assistant Treasurer

SURETY: Hartford Fire Insurance Company

Jeremy Polk, Attorney-in-Fact



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC

Agency Code: 59-300168

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 1st, 2021
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

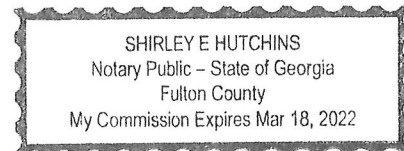
COUNTY OF FULTON)

This record was acknowledged before me on December 1, 2021, appeared Gregory S. Rives, Assistant Treasurer, of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.


Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022



PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST



COMMENCE AT THE NORTHWEST CORNER OF STADIUM RADIALITY EXTENSION GEOMETRY, LOOKING TO THE SOUTHWEST.

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 1/2" GALV. NAIL AND DISK STAMPED PCP LB4906, UNLESS OTHERWISE NOTED

SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

FD 5/8" IRON ROD AND CAP STAMPED "PCP LB4906" UNLESS OTHERWISE NOTED

MOUNTAIN
 DEGREES/INCHES
 ACRES
 ARC LENGTH
 BEGINNING OF CURVE
 CHORD BEARING
 CHORD DISTANCE
 CENTER OF CURVE
 PRIVATE DRIVE EASEMENT
 CENTRAL/DELTA ANGLE
 EAST
 END OF CURVE
 EXISTING
 FRONT BOUNDARY RESTRICTION
 FOUND
 NORTH
 NON-RADIAL
 NOT TO SCALE
 NON-TANGENT INTERSECTION
 NON-TANGENT LINE
 OFFICIAL RECORDS BOOK
 PLAT
 POINT OF BEGINNING OF COMPOUND CURVATURE
 PERMANENT CONTROL POINT
 PERMANENT KALEN NAIL AND DISK
 PAPER(S)
 POINT OF REVERSE CURVATURE
 PUBLIC SIDEWALK EASEMENT
 PLANNED UNIT DEVELOPMENT
 PRIVATE UTILITY EASEMENT
 RADIOUS
 RIGHT-OF-WAY
 TYPICAL
 VERTICAL
 VERTICAL STEWARDSHIP DISTRICT

- THIS PLAT PREPARED BY



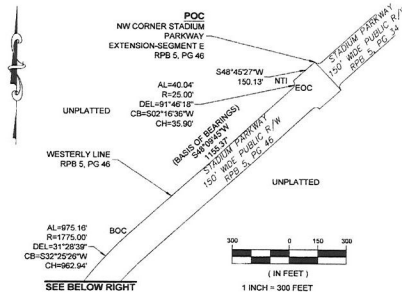
B.S.E. CONSULTANTS, INC. CONSULTING - ENGINEERING - LAND SURVEYING 342 NORTHSHORE DRIVE • MILLINGTON, TN 38117 PHONE: (901) 321-0000 FAX: (901) 321-1100 CERTIFICATE OF BUSINESS AUTHORIZATION #0000 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION #00000000	DATE: 11/23/21 DESIGN/DRAWN: HAK/WFV DRAWING# 11568_301_001 PROJECT# 11568
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DEL WEBB AT VIERA - PHASE 1

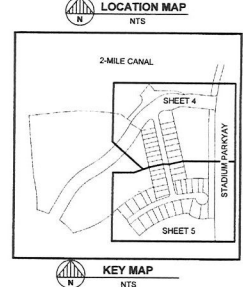
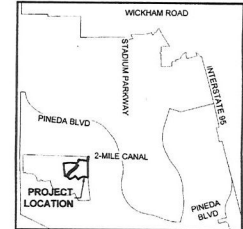
SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 3 OF 5
SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

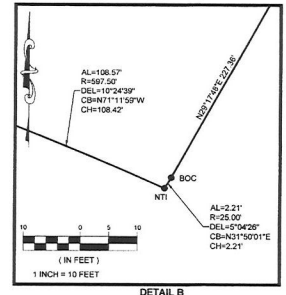
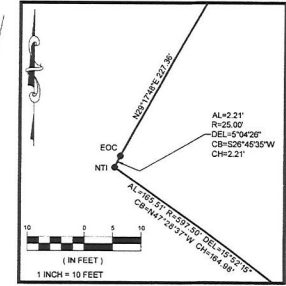


- #### SURVEY SYMBOL LEGEND
- SECTION CORNER, MARKED AS NOTED
 - PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT (PCP): SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
 - SET 5/8" IRON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



ABBREVIATIONS

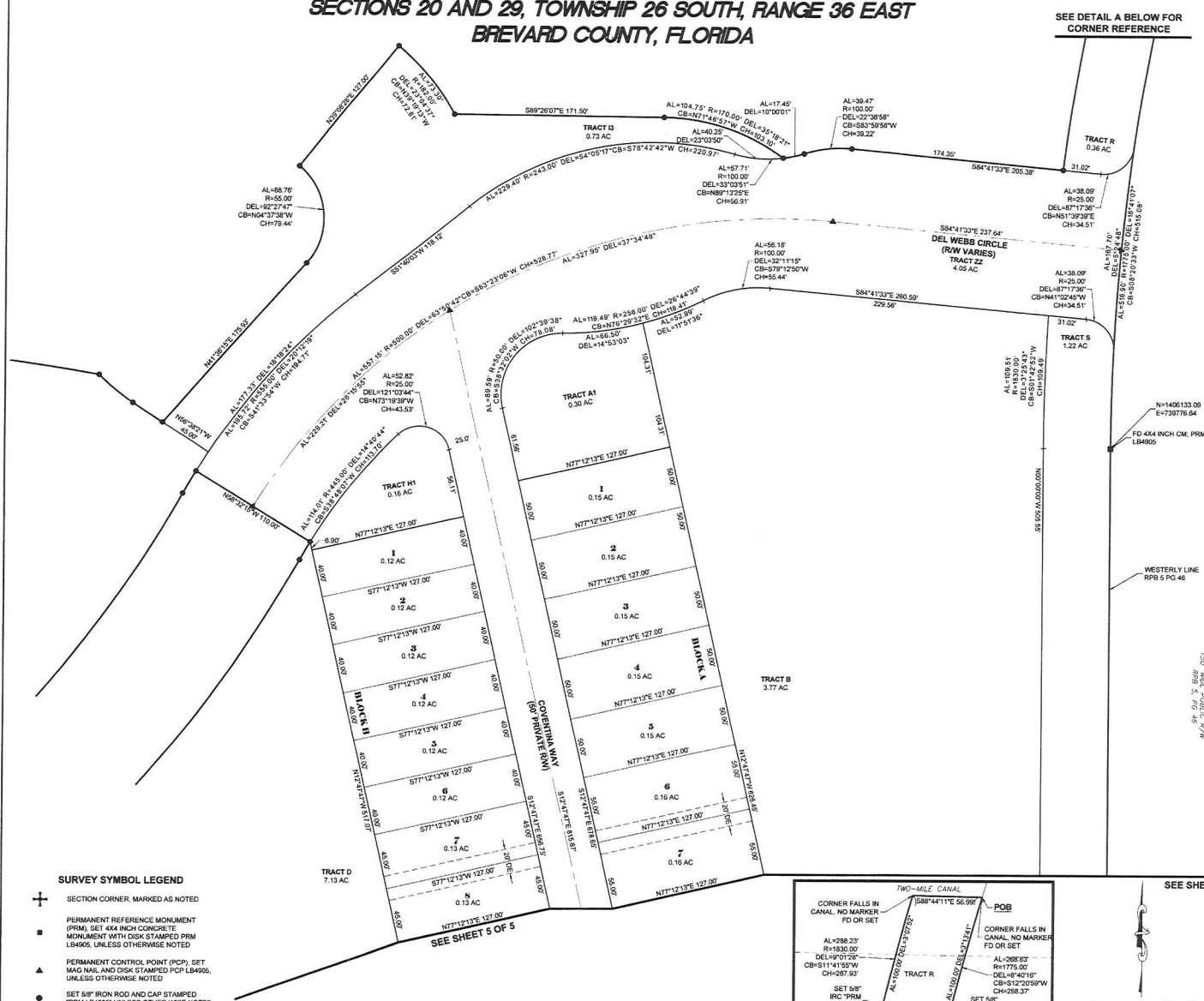
- MINUTE/FEET
- SECONDS/INCHES
- DEGREES
- AC ADRES
- ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL/DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- FBRL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- 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
- PRM PLAY BOOK
- POC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PKD PARKER-KALEN NAIL AND DISK
- PG(S) PAGE(S)
- PRM 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
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT



11/17/2021 10:00 AM - 10:00 PM (10:00 AM - 10:00 PM) 11/17/2021 10:00 AM - 10:00 PM (10:00 AM - 10:00 PM)

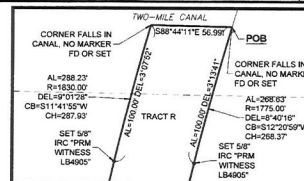
DEL WEBB AT VIERA - PHASE 1 **SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST** **BREVARD COUNTY, FLORIDA**

PLAT BOOK _____ PAGE _____
 SHEET 4 OF 5
 SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST



SURVEY SYMBOL LEGEND

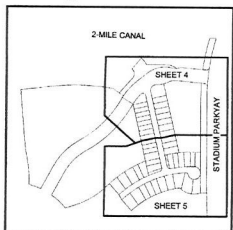
- ✚ SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM), SET 404 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP), SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED



SEE SHEET 5 OF 5



LOCATION MAP
 NTS



KEY MAP
 NTS

ABBREVIATIONS

- * MINUTES/SECONDS
- * 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 DELTA/DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- FBSL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- FT FOOT/FEET
- N NORTH
- NR NON-RADIAL
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- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIUS
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.
 1122221
 DATE: 11/22/21
 DESIGNED/DRAWN: HAWKINS
 DRAWING: 11558_301_001
 PROJECT#: 11558

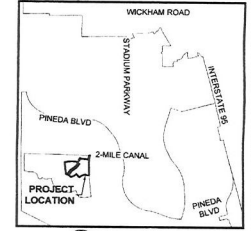
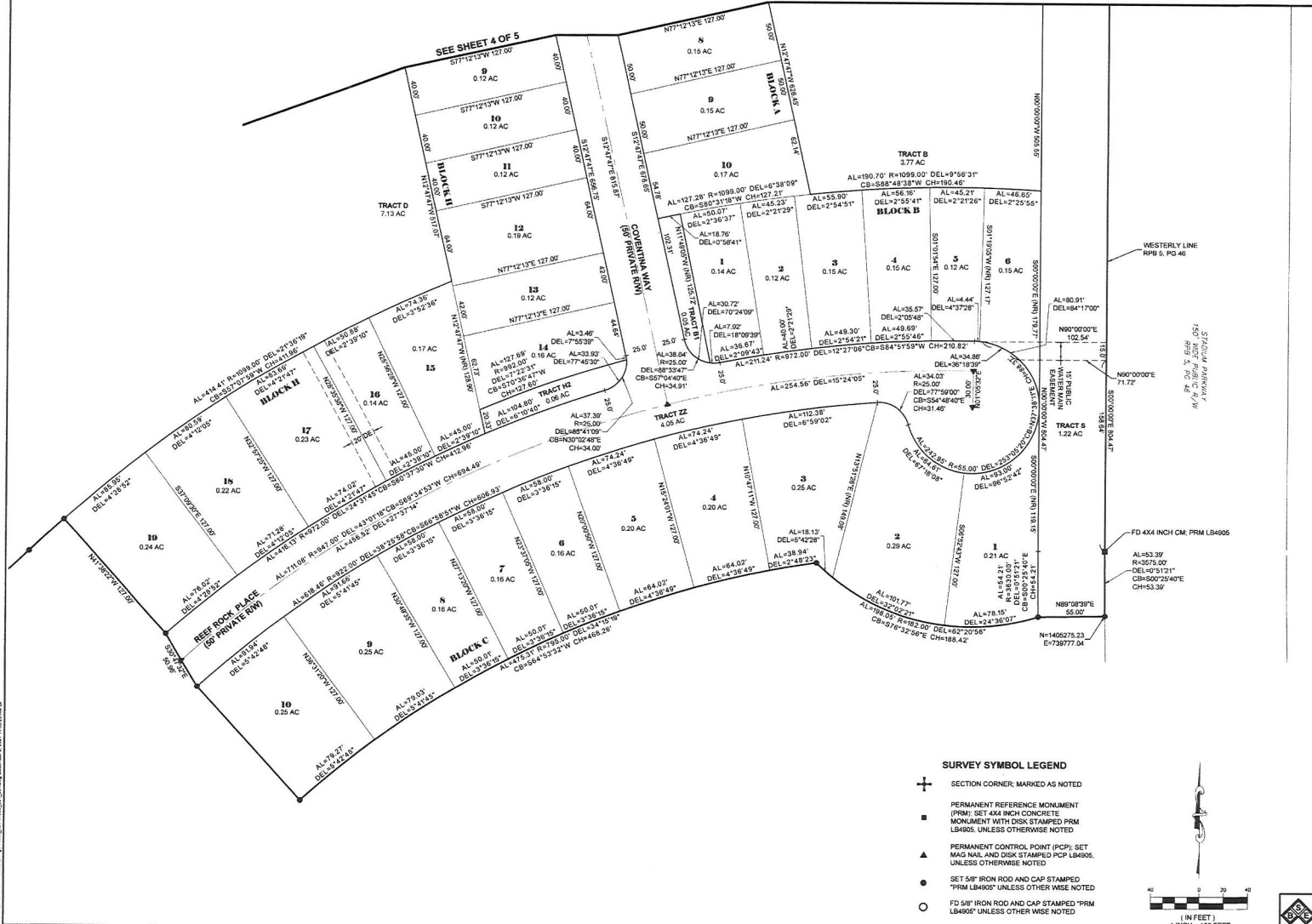
DEL WEBB AT VIERA - PHASE 1

SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

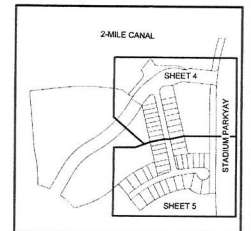
BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 5 OF 5
SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

SEE SHEET 4 OF 5



LOCATION MAP
NTS



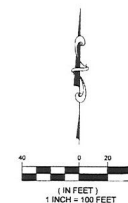
KEY MAP
NTS

ABBREVIATIONS

- 1 MINUTES/FEET
- * SECONDS/INCHES
- * DEGREES
- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
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SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4605, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP): SET MAGN. NAIL AND DISK STAMPED PCP LB4605, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4605" UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4605" UNLESS OTHERWISE NOTED

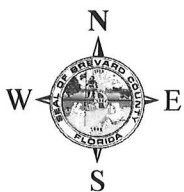


THIS PLAT PREPARED BY:
B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERS
DATE: 12/02/21
DESIGNED BY: HAKOMEY
DRAWING: 11568_301_001
PROJECT: 11568

LOCATION MAP

DEL WEBB AT VIERA - PHASE 1

21FM00019



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: 12/21/2021