

Subdivision No. 16SD-00014

Project Name Viera Town Center I Infra Imp Ph2

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 4 day of December 20 18, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and THE VIERA COMPANY, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

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

1. The PRINCIPAL agrees to construct the improvements described below:
VIERA TOWN CENTER I INFRASTRUCTURE IMPROVEMENTS, PHASE 2

and all other improvements depicted in subdivision number 16SD-00014. 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 30th day of DECEMBER, 2019.

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 \$317,299.88. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

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

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair

As approved by the Board on: Dec. 4, 2018.

WITNESSES:

PRINCIPAL: The Viera Co.



Mary Ellen McKibben

Todd J. Pokrywa, as President

Mary Ellen McKibben

10-30-18

DATE

State of: Florida

County of: Brevard

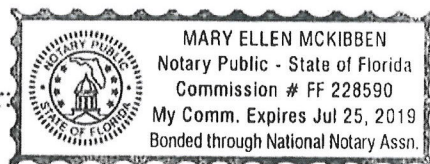
The foregoing instrument was acknowledged before me this 30th day of October 20 18, by Todd J. Pokrywa, Pres. who is personally known to me or who has produced as identification and who did (did not) take an oath.

My commission expires:

Mary Ellen McKibben
Notary Public

SEAL

Commission Number:



Mary Ellen McKibben
Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$317,299.88 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.

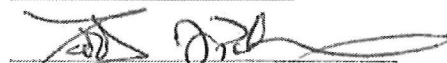
NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by December 30, 2019 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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.

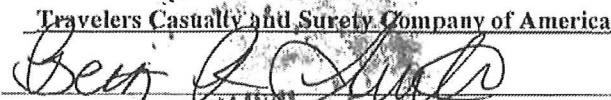
EXECUTED this 30th day of October, 2018.

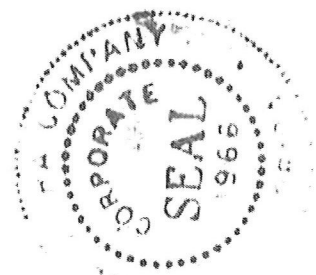
OWNER: THE VIERA COMPANY


Todd J. Pokrywa, President

SURETY: Travelers Casualty and Surety Company of America

By:


Betty R. Suttle, Attorney-In-Fact





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232419

Certificate No. 007314254

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

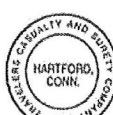
Thomas M. Cotton, Christine St. John, and Betty R. Suttle

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2017.

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

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



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 31st day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 20 18.


Kevin E. Hughes, Assistant Secretary



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

**SECTIONS 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA**

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

[illegible]

1. BEARING REFERENCE: ASSUMED BEARING OF N00°17'44"W ON THE WEST LINE OF TRACT A, ACCORDING TO THE PLAT OF VERA TOWN CENTER I, PHASE I AS RECORDED IN PLAT BOOK 6A, PAGE 19, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE PLATTED LANDS SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(8).
3. THE RIGHT-OF-WAY FOR TOWN CENTER AVENUE IS DEDICATED TO, AND SHALL BE MAINTAINED BY, BREVARD COUNTY AS A PUBLIC ROAD RIGHT-OF-WAY FOR THE USES AND PURPOSES HEREBY EXPRESSED.
4. ALL LINES ARE RADIAL UNLESS NOTED OTHERWISE.
5. BREVARD COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE IMPROVEMENTS OR LANDSCAPING CONSTRUCTED OR PLACED WITHIN THE PUBLIC RIGHT OF WAY.
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. FS 177.09(1).

AC ACRES

ABBREVIATIONS	
AC	ARC LENGTH
AL	BEGINNING OF CURVE
BC	CHORD BEARING
CH	CHORD LENGTH
ECH	END OF CURVE
DEL	CENTRAL/DELTA ANGLE
ESMT	EASEMENT
FD	FOUND
FT	FOOT/FEET
LB	LICENSED BUSINESS
N&D	NAIL AND DISK
(NR)	NON-RADIAL
NTS	NOT-TANGENT INTERSECTION
NTL	NOT TO SCALE LINE
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVE
RAD	RADIUS
RPL	ROAD PLAT BOOK
RPW	RIGHT-OF-WAY

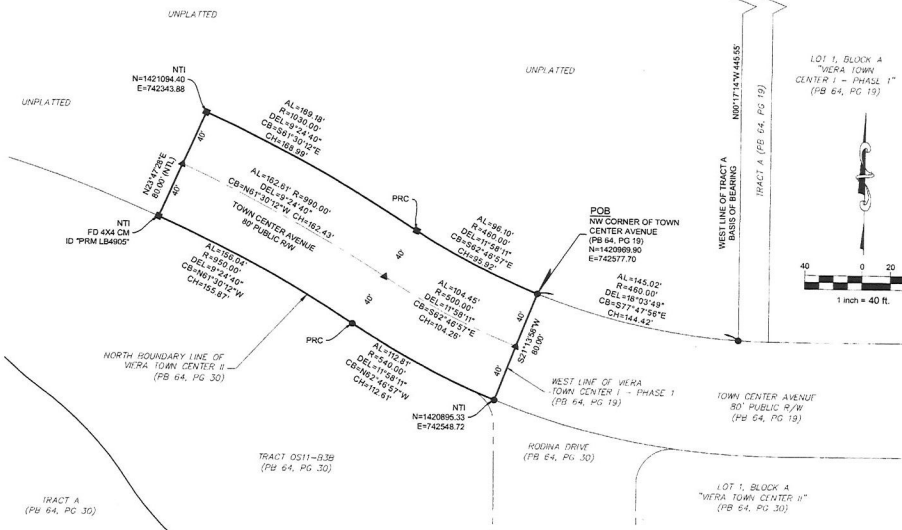
 1/4 SECTION CORNER: MARKED AS NOTED

1/4 SECTION CORNER; MARKED AS NOTED

SET PERMANENT REFERENCE MONUMENT (PRM); 4X4 INCH CONCRETE MONUMENT (CM) WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED

SET PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

FOUND 5/8" IRON ROD AND CAP STAMPED "PRM LB 4905" UNLESS OTHERWISE NOTED



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 1995 (NAD83/95).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTECH 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	1,426,329.224	434,748.017	738,933.411	225,227.354	28°15'26.19982"	080°44'34.43002"	0.99994903	(+) θ° 07' 18.2"
BREYARD GPS 1090	AK7524	1,422,840.468	433,682.642	740,680.093	225,759.744	28°14'51.61826"	080°44'14.36184"	0.99994936	(+) θ° 07' 27.3"
195 7346A	AK2046	1,416,452.318	431,735.530	746,854.0344	246,841.565	28°13'48.22765"	080°43'06.11244"	0.99995250	(+) θ° 07' 59.6"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING LAND SURVEY DEVELOPMENT DESKTOP. A PROTECT SCALE FACTOR OF 0.99999500 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROTECT SCALE FACTOR CAN BE APPLIED TO ANY DISTANCE TO OBTAIN THE CORRESPONDING GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

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.



SHEET 1 OF 1

SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

KNOW ALL MEN BY THESE PRESENTS, That The Viera Company, a Florida corporation, being the owner in fee simple of all of the lands described in

Hereby dedicates said lands and plat for the uses and purposes thereon expressed and dedicates the right-of-way of Town Center Avenue shown hereon to Brevard County for the perpetual use of the public for roadway purposes, utilities, drainage improvements, sidewalks, and associated purposes.

IN WITNESS WHEREOF, The Viera Company has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

By: Todd J. Pokrywka
President: Todd J. Pokrywka

Attest: Ray A. Seal

THE VIERA COMPANY
7380 MURRELL ROAD, SUITE 201
MELBOURNE, FLORIDA 32940

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on Oct-25, 2018, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Todd J. Pokrywka and Jay A. Decator III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers therunto duly authorized; that official seal of said corporation is duly affixed thereto; and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Mary Ellen M. Libber
NOTARY PUBLIC

Mary Ellen McKibben
Notary Public, State of Florida
My Comm. Expires July 25, 20
Comm. No. FF228590

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 09/05/2018 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 2018-01, amended, and that said lands are located in Brevard County, Florida.

Registration Number 5611
CESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

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 62-2841(c)(d) as amended.

Michael J. Sweeney, Professional Surveyor & Mapper No. 4872

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts
rights-of-way for Town Center Avenue dedicated for public use on this plat

Other Publications: *Journal of the American Academy of Child and Adolescent Psychiatry*, 1996, 35(12):1391-1400.

Rita Prichett, Chairman of the Board

ATTEST: _____
Clerk of the Board

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Rita Pritchett, Chairman of the Board

ATTEST:

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. _____



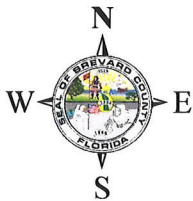
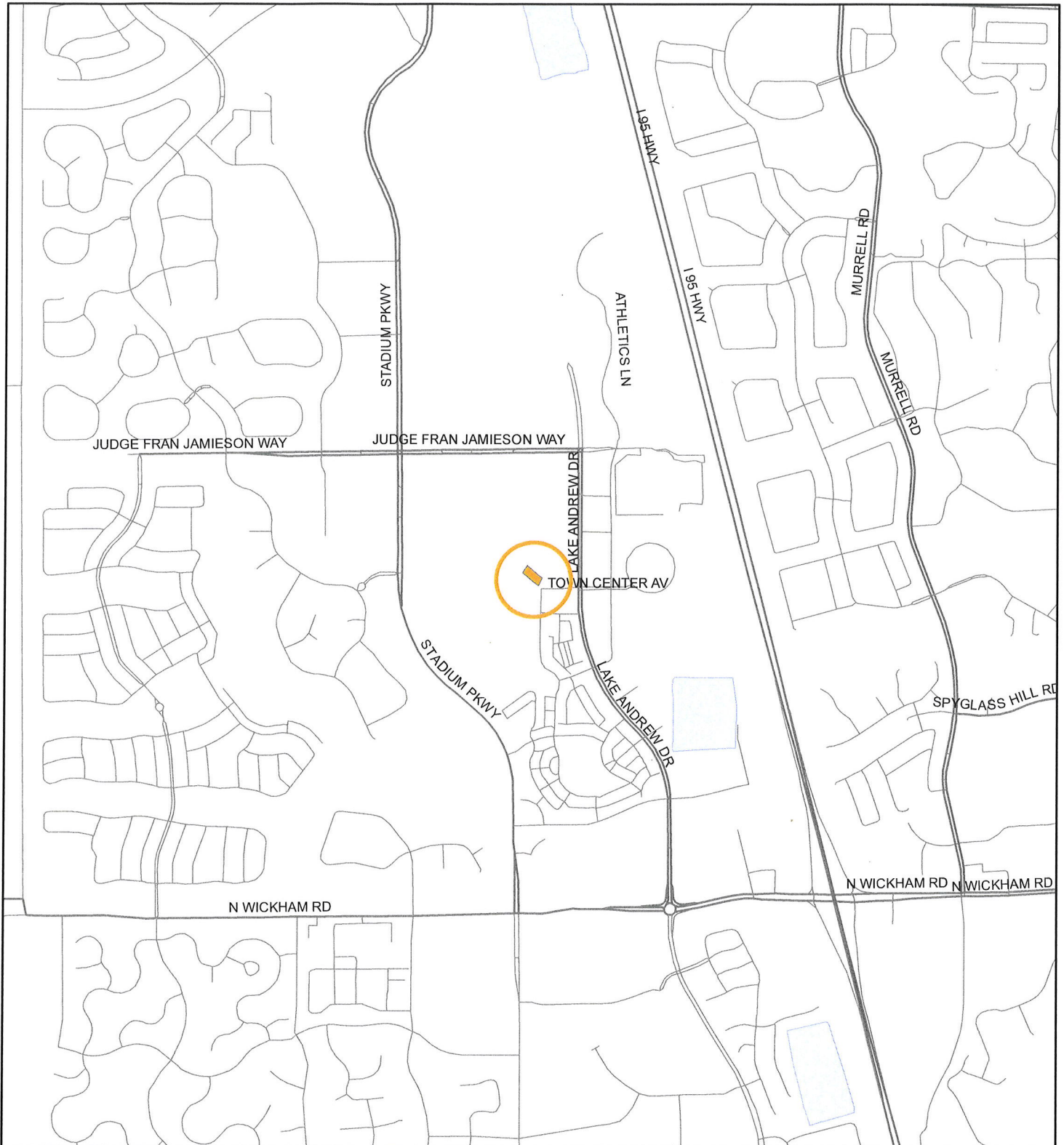
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
112 NORTH SHORE DR. #200, SUITE 200 • MILLBURN, N.J. 07041
PHONE: (201) 261-7400 FAX: (201) 261-1152
E-MAIL: bse@bseconsultants.com
CENTRAL JERSEY AREA

DATE:	10/08/18
DESIGN/DRAWN	HAK/TBS
DRAWING#	1132801_300_00

LOCATION MAP

VIERA TOWN CENTER 1 - PHASE 2

16SD00014



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: 11/9/2018



Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. 106885122 Viera Town Ctr I Ph2 .

Issued on behalf of The Viera Company as Principal, and in favor of
Board of County Commissioners of Brevard County, Florida as Oblige.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the expiration date _____ :

from: April 30, 2020

to: July 31, 2020

This rider shall become effective as of April 24, 2020

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated _____.

Travelers Casualty and Surety Company of America

By: _____

Thomas M. Cotton
Attorney-in-Fact

Accepted: Board of County Commissioners of Brevard County, Florida
Obligee

or

Todd J. Bokanga, Pres
Principal

By: Corina Guma

By: _____

4-26-20



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas M. Cotton** of **ORLANDO, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **April**, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

THE VIERA COMPANY

7380 MURRELL ROAD, SUITE 201
VIERA, FL 32940
PHONE: 321-242-1200
FAX: 321-253-1800
INTERNET: WWW.VIERA.COM

LETTER OF TRANSMITTAL

DATE: April 29, 2020
TO: Christine Verrett
COMPANY: Engineering Inspection
ADDRESS: 2725 Judge Fran Jamieson Way
CITY/STATE/ZIP: Viera, FL

Town Center I, Phase 2

Town Center, III

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA **HAND DELIVERY**

NO.	DESCRIPTION
1 ea	Original Riders to extend Performance Bonds for the above referenced projects.

THESE ARE BEING TRANSMITTED AS INDICATED: **FOR YOUR USE**

Cc: Tammy Hurley

PUBLIC WORKS

MAY 04 2020

ENGINEERING

SIGNED: _____

Mary Ellen McKibben



Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. 106885122 Viera Town Ctr 1-2.

Issued on behalf of The Viera Company as Principal, and in favor of
Board of County Commissioners of Brevard County, Florida as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the expiration date:

from: December 30, 2019

to: April 30, 2020

This rider shall become effective as of November 26, 2019

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated November 26, 2019.

Travelers Casualty and Surety Company of America

By: _____

Thomas M. Cotton
Attorney-in-Fact

Accepted: Board of County Commissioners of Brevard County, Florida
Obligee

or

The Viera Co.
Principal

By: _____

Carine Gumm

By: _____

Todd J. Pokryuszka, Pres.





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas M. Cotton** of **ORLANDO, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of November, 2019



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

THE VIERA COMPANY

7380 MURRELL ROAD, SUITE 201
VIERA, FL 32940
PHONE: 321-242-1200
FAX: 321-253-1800
INTERNET: WWW.VIERA.COM

LETTER OF TRANSMITTAL

DATE: December 2, 2019
TO: Christine Verrett
COMPANY: Engineering Inspection
ADDRESS: 2725 Judge Fran Jamieson Way
CITY/STATE/ZIP: Viera, FL

Viera Town Center 1-Ph2

Viera Town Center-III

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA **HAND DELIVERY**

NO.	DESCRIPTION
1 ea	Original Riders for the above projects performance bonds to extend the expiration dates.

THESE ARE BEING TRANSMITTED AS INDICATED: **FOR YOUR USE**

I've extended these 2 bonds because we are not going to be complete by the current expiration date on the bonds. Please sign acceptance and return a copy to me. Thanks, ME

Cc: Tammy Hurley

Mary Ellen McKibben

SIGNED: _____

Verrett, Christine N

From: Verrett, Christine N
Sent: Wednesday, December 11, 2019 3:25 PM
To: 'Mary Ellen McKibben'
Cc: Karen P. Prosser
Subject: RE: Sierra and Sendero Cove at Addison Village, Phase 1
Attachments: 20191211162716.pdf; 20191211162700.pdf

Here they are..

Christine Verrett

Special Projects Coordinator III
Brevard County Public Works/Engineering
2725 Judge Fran Jamieson Way, Bldg. A, Room 204
Melbourne, FL 32940
321-637-5437, Ext. 58328#

From: Mary Ellen McKibben <MaryEllen.McKibben@duda.com>
Sent: Wednesday, December 11, 2019 3:23 PM
To: Verrett, Christine N <Christine.Verrett@brevardfl.gov>
Cc: Karen P. Prosser <Karen.Prosser@Viera.com>
Subject: RE: Sierra and Sendero Cove at Addison Village, Phase 1

Ok thanks, ME

Mary Ellen McKibben

Director of Land Development
The Viera Company
7380 Murrell Road Suite 201
Viera, FL 32940
321-242-1200 x 4516
Maryellen.mckibben@duda.com

From: Verrett, Christine N <Christine.Verrett@brevardfl.gov>
Sent: Wednesday, December 11, 2019 3:15 PM
To: Mary Ellen McKibben <MaryEllen.McKibben@duda.com>
Cc: Karen P. Prosser <Karen.Prosser@Viera.com>
Subject: RE: Sierra and Sendero Cove at Addison Village, Phase 1

External Email!

Use caution when following links as they could open malicious web sites or include attachment files that can contain a virus.