

Subdivision No. 18SD-00019

Project Name Viera Town Center III Infra Imp

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 4 day of Dec. 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 III INFRASTRUCTURE IMPROVEMENTS

and all other improvements depicted in subdivision number 18SD-00019. 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 NOVEMBER, 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 \$ 2,541,023.00 . 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.

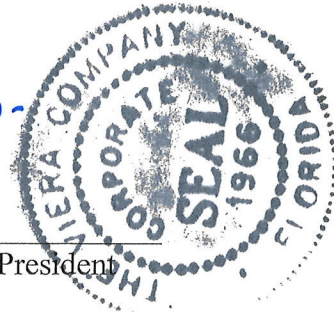
WITNESSES:

Valerie Epporito

PRINCIPAL: The Viera Co.



Todd J. Pokrywa, as President



Mary Ellen McKibben

10-16-18

DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 16th day of Oct., 2018, 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:

S E A L

Commission Number



Mary Ellen McKibben

Notary Public

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 \$2,541,023.00 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 November 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 19th day of October, 2018.

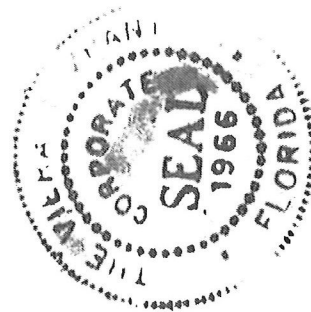
OWNER: THE VIERA COMPANY


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. 007314252

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
 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 18th day of October, 20 18.


Kevin E. Hughes, Assistant Secretary

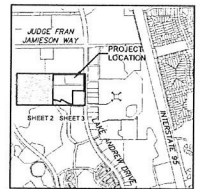


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

VIERA TOWN CENTER III

SECTIONS 4 AND 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

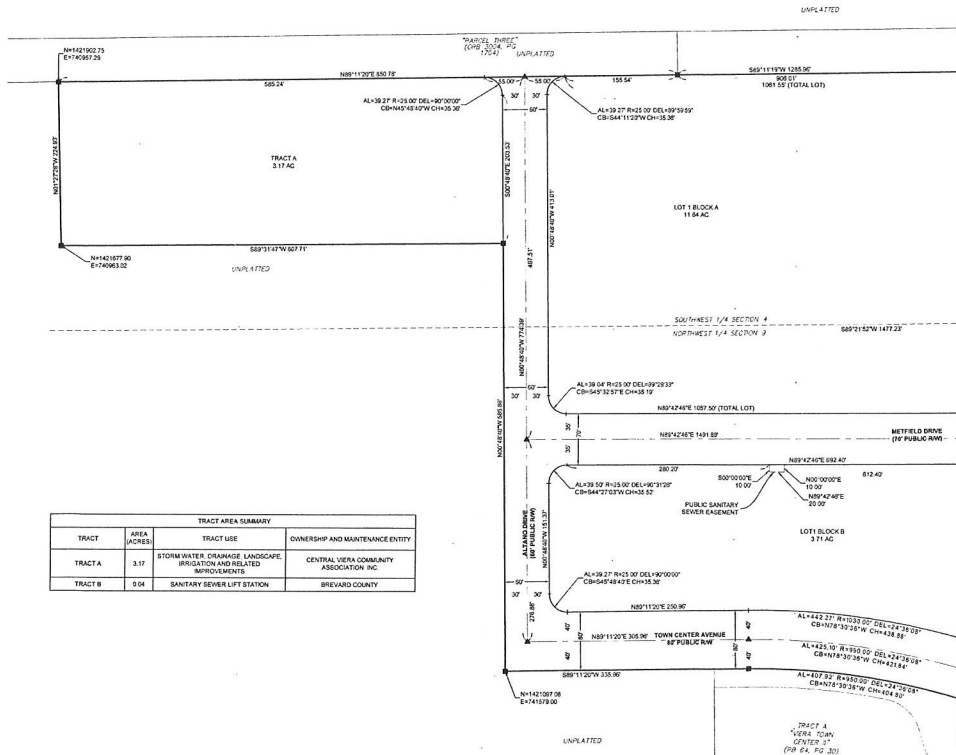
PLAT BOOK _____, PAGE _____
SHEET 2 OF 3
SECTIONS 4 & 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST



- SURVEY SYMBOL LEGEND**
- 1/4 SECTION CORNER, MARKED AS NOTED
 - SET PERMANENT REFERENCE MONUMENT
 - PRIM. SET 4x4 INCH CONCRETE MONUMENT (CM) WITH DIK STAMPED FROM 184504, UNLESS OTHERWISE NOTED
 - SET PERMANENT CONTROL POINT (PCP) SET
 - FOUND 8\"

- ABBREVIATIONS**
- AC ACRES
 - AL ARC LENGTH
 - B/C BEGINNING OF CURVE
 - CB CHORD BEARING
 - CC CHORD OF CURVE
 - CH CHORD LENGTH
 - EOC END OF CURVE
 - DEL CENTRAL/DELTA ANGLE
 - EDMT EASEMENT
 - FO FOUND
 - FT FOOTFEET
 - LB LICENSED BUSINESS
 - N&D NAIL AND DISK
 - NW NON-FACED
 - NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - NTS NOT TO SCALE
 - OROB OFFICIAL RECORDS BOOK
 - FB PLAT BOOK
 - POS PAGE(S)
 - PCB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVE
 - R RADIUS
 - RPS ROAD PLAT BOOK
 - R/W RIGHT-OF-WAY

TRACT AREA SUMMARY			
TRACT	AREA (ACRES)	TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY
TRACT A	3.17	STORM WATER DRAINAGE, LANDSCAPE, BRIGATION AND RELATED IMPROVEMENTS	CENTRAL VERA COMMUNITY ASSOCIATION, INC.
TRACT B	0.04	SANITARY SEWER LIFT STATION	BREVARD COUNTY



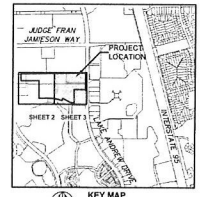
THIS PLAT PREPARED BY:
B & B CONSULTANTS, INC. DATE: 05/20/18
CONSULTING ENGINEER AND SURVEYOR DESIGNATION: HARTBES
PROJECT NO. 11448
PROJECT 11448

VIERA TOWN CENTER III

SECTIONS 4 AND 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 3 OF 3
SECTIONS 4 & 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST

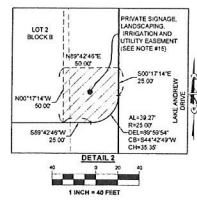
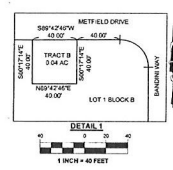
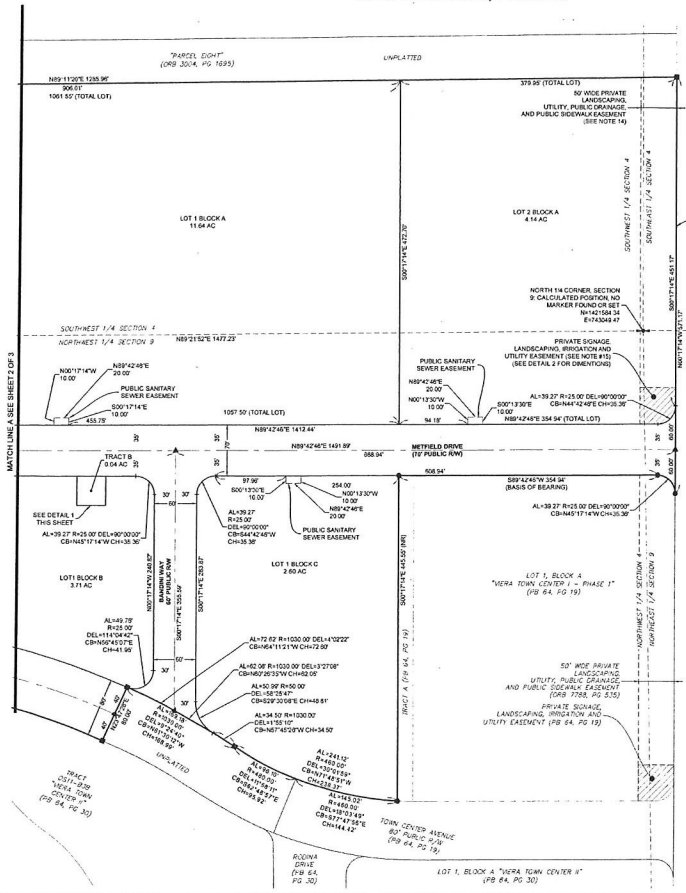


SURVEY SYMBOL LEGEND

- 1/4 SECTION CORNER, MARKED AS NOTED
- SET PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4x4 INCH CONCRETE MONUMENT (C.M.) WITH DEK STAMPED P.M. L&W, UNLESS OTHERWISE NOTED
- SET PERMANENT CONTROL POINT (C.P.), SET AND NAIL AND DEK STAMPED P.C. L&W, UNLESS OTHERWISE NOTED
- ROUND 5/8" IRON ROD HAVING CH STAMPED "P.M. WITHNESS LB 4055" UNLESS OTHERWISE NOTED

ABBREVIATIONS

- AC ACRES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- CB CHORD BEARING
- CC CURVE OF CURVE
- CH CHORD LENGTH
- EOC END OF CURVE
- DEL DELTA ANGLE
- EASEMENT EASEMENT
- FO FOUND
- FT FOOTSTREET
- LB LICENSED BUSINESS
- N&D NAIL AND DEK
- NR NON-RADIAL
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- NTS NOT TO SCALE
- ORIGIN ORIGIN OF RECORD BOOK
- PS PLAT BOOK
- PSB PAGE(S)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.C. POINT OF REVERSE CURVE
- R&B RAILROAD
- R.P.B. ROAD PLAT BOOK
- R/W RIGHT-OF-WAY

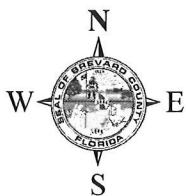
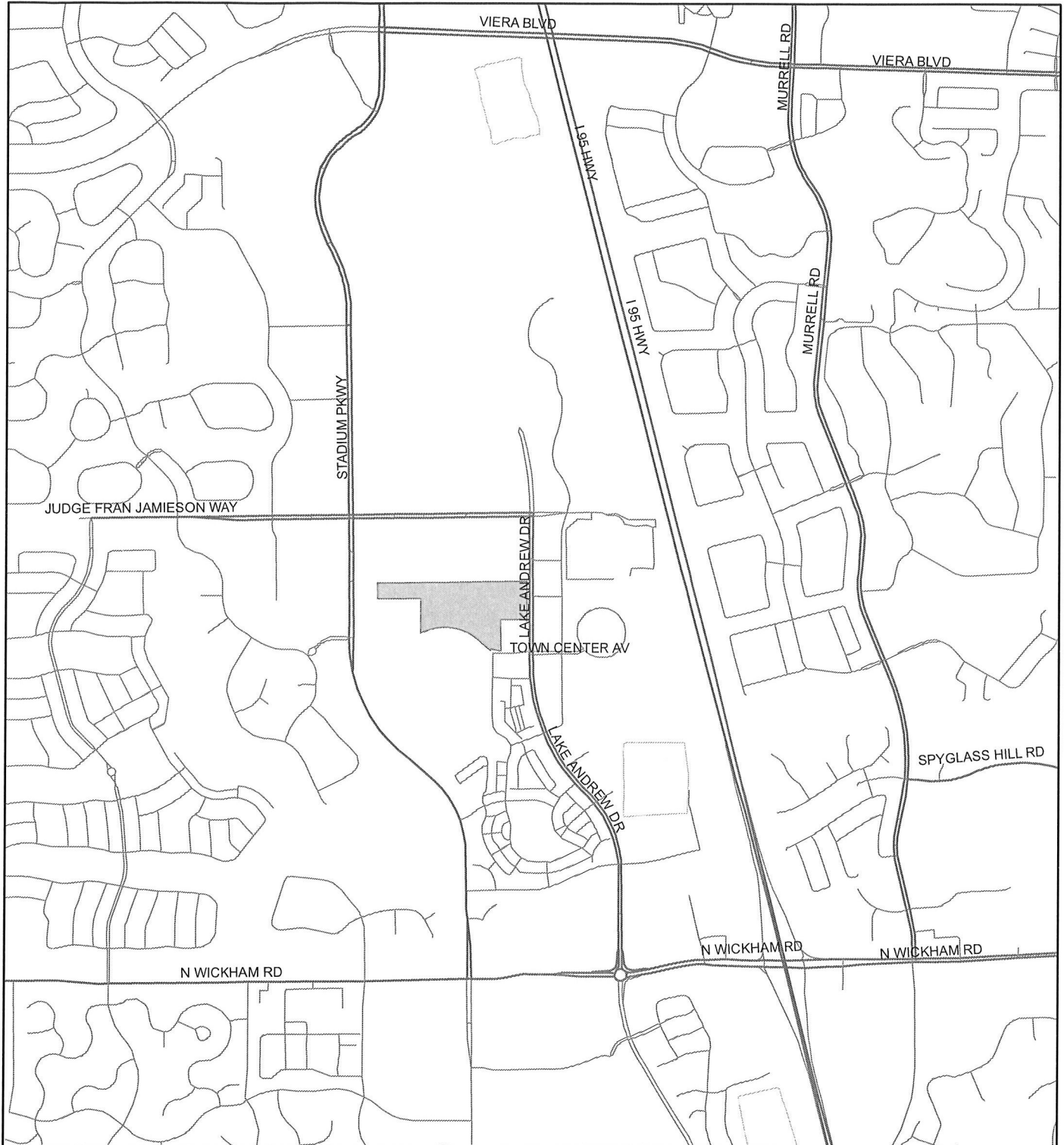


THIS PLAT PREPARED BY:
B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERS AND SURVEYORS
1100 N. W. 10TH AVENUE, SUITE 100
FORT LAUDERDALE, FLORIDA 33304
DATE: 08/01/09
DESIGN/DRAWN: HANDED
DRAWING: 11443_301_301
PROJECT: 11443

LOCATION MAP

VIERA TOWN CENTER III

18SD00019



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: 10/22/2018



Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. 106885120 Viera Town Ctr III.

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: 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. Pokrywka, Pres
Principal

By: Corinne Gumm

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 **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: June 12, 2020 **Town Center I, Phase 2**
TO: Christine Verrett **Town Center III**
COMPANY: Engineering Inspection
ADDRESS: 2725 Judge Fran Jamieson Way, Bldg A,
Rm 204
CITY/STATE/ZIP: Viera, FL 32940

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA **US MAIL**

NO.	DESCRIPTION
1	Original Maintenance Bonds for the above referenced projects.

PUBLIC WORKS
JUN 15 2020
ENGINEERING

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

Cc: Tammy Hurley

Mary Ellen McKibben
SIGNED: _____



Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. 106885120 Viera Town Ctr III.

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: November 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

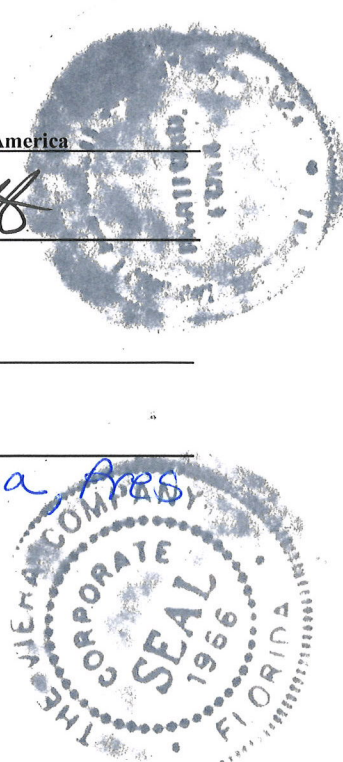
Accepted: Board of County Commissioners of Brevard County, Florida
Obligee

OR

The Viera Co.
Principal

By: Corina Humm

By:

Todd J. Pokrywa



**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.

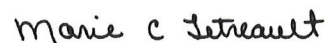
By: 
Robert L. Raney, Senior Vice President

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 **26th** day of **November**, 2019




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.



Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. 106885120 Viera Town Ctr III.

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

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 Subdivision number:

from: #18SD-00014

to: #18SD-00019

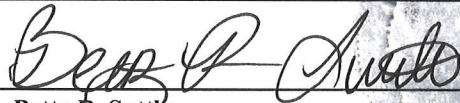
This rider shall become effective as of November 19, 2018

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 19, 2018.

Travelers Casualty and Surety Company of America

By:



Betty R. Suttle
Attorney-in-Fact

OR

The Viera Company
Todd J. Pokrywka, Pres
Principal

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

By: 

By: 





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. 007314259

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
 Marie C. Tetreault, Notary Public

THE VIERA COMPANY

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

PUBLIC WORKS

NOV 21 2018

ENGINEERING

LETTER OF TRANSMITTAL

DATE: November 20, 2018
TO: Christine Verrett
COMPANY: Engineering Inspection
ADDRESS: 2725 Judge Fran Jamieson Way
CITY/STATE/ZIP: Viera, FL

Town Center III
Performance Bond-Rider

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

NO.	DESCRIPTION
1 ea	Original Executed Performance Rider for the above referenced project.

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

Cc:

Mary Ellen McKibben

SIGNED: _____

Verrett, Christine N

From: Verrett, Christine N
Sent: Tuesday, March 12, 2019 5:09 PM
To: 'Mary Ellen McKibben (maryellen.mckibben@duda.com)'
(maryellen.mckibben@duda.com); Karen Esposito (Karen.Esposito@Viera.com)
Subject: Signed Riders
Attachments: Reeling, Ph 4.pdf; Trasona, Ph 1.pdf; Trasona, Ph 9.pdf; Trasona, Ph 7.pdf; Town Center III.pdf

Attached, please find the following signed Riders for your records:

Reeling Park, Ph 4 – Bond #106885115
Trasona @ Addison, Ph 1 - Bond #106612776
Trasona @ Addison, Ph 9 – Bond #107000901
Trasona @ Addison, Ph 7 – Bond #106835074
Viera Town Center III – Bond #106885120

Regards,

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. 52240