Subdivision Infrastructure Contract

THIS CONTRACT entered in	to this 19 ⁺	hday of_	May	20 <u>20</u> , b	y and	d bet	tween the Boar	rd of
County Commissioners of Brevar	d County,	Florida,	hereinafter	referred	to	as	"COUNTY,"	and
The Viera Company	, he	ereinafter	referred to as	s "PRINCII	PAL.	"		

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 17SD00012/19ER00028. 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 <u>30th</u> day of <u>April, 2021.</u>

- 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 \$1,155,722.31. 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	e set their hands and seals the day and year first above written.
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA Bryan Andrew Lle Bryan Lober, Chair
Scott Ellis, Clerk	As approved by the Board on: May 19 , 2020.
WITNESSES:	PRINCIPAL: The Viera Company
Mary Ellen M=Kibben	Todd J. Pokrywa, as President April 28? 2020 DATE
Tyler Deda State of: Florida	<u>April 28²</u>) 7020 DATE
County of: Brevard.	
	ged before me this 28 day of april 20 20, by who is personally known to me or who has produced d-(did not) take an oath.
My commission expires: SEAL SEAL Commission Number: MARY ELLEN MCKIB Notary Public - State of Commission # GG 34 My Comm. Expires Jul 2 Bonded through National Not	Plorida 4047 25, 2023 ary Assn. Mary Ellen McKibben
	Notary Name printed, typed or stamped

Bond #: 107061997

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>THE VIERA COMPANY</u>, hereinafter referred to as "Owner" and, <u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</u>, 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 <u>\$1,155,722.31</u> 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 19th day of May, 2020, 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 <u>04/30/2021</u> 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 287 day of april, 2020

OWNER:

THE VIERA COMPANY

Todd J. Pokrywa, President

SURETY:

Travelers Casualty and Surety Company of America

Sammen A ...

Thomas M. Cotton, Attorney-in-Fact Air



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

their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, Florida 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,







State of Connecticut

City of Hartford ss.

Robert L. Raney, Senfor 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, 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







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.

REELING PARK SOUTH - PHASE 2

SECTIONS 16 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA

- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177 (MICE). 177 (MICE) 177 (MICE
- - A. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARID COUNTY OVER AND ACROSS ALL PRIVATE OF FOR LAW EMPORCEMENT EXERCISIVY ACCESS AND EMPROPHLY MAINTENANCE.
 - EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A HUNCIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER COVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON MEASIN IT THE EVENT OF THE FAULURE OF THE HOMEOWNERS A SECURITION TO MAINTAIN PROPERTY THE COMMON MEASIN ECONORISANCE WITH THE OWNER PROFILE AND A SECURITIES OF THE PROPERTY BE CONTROLLED FOR A MARKET.
- - DECLARATION OF CONSENSIA'S CONDITIONS EASEMENTS. RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25. 1994 BY OFFICIAL RECORDS BOOK 3500, PAGE 654.
 AS AMBIBIDO AND INDIVIDITION THAT CERTAR BUPFEMENTAL COLLARATION AND FOURTEENTH AMBIBIDATION TO THE DECLARATION AND ANABLANCIAN DRIEBERS WITH THE THAT AS AMBIBIDATION TO THE OFFICIAL RECORDS OF BREVAND COUNTY, FLORIDA, AS THE SAME MAY BE AMBIBIDED MOVING ON SUPPLEMENTED THAT THAT TO THAT.
 - DECLARATION OF COVENANTS CONDITIONS EASEMENTS RESERVATIONS AND HESTIRCTIONS FOR RIGHLING PARK SQUITH NEIGHBORHOOD AREA RECORDS IN OFFICIAL RECORDS BOOK MUIT. PU 2106. OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENCED MODIFIED OR SUPPLEMENTED FROM TIME TO TIME

 - C. NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDOMP DISTRICT DATED AUDIST 8, 2001, AS RECORDED IN OFFICIAL RECORDS BOOK 5933. PAGE 2005. AS AMENDED BY THAT CE AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 5931. PAGE 1554. ALL OF THE PUBLIC RECORDS OF BREVAND COUNTY FLORIDA.
 - DISCLOSURE OF PUBLIC FRANCING AND MANTENINGS OF APPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIEWA STEWARDSHIP DISTRICT DATED MAY 1, 2013 AS RECORDED IN OFFICIAL RECORDS BOOK 6978 PAGE 1970 PUBLIC RECORDS OF BREYARD COUNTY, FLORIDA.
- E DECLARATION OF COVENANTS CONCITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ADDISON VALIAGE CLUS RECORDED IN OFFICIAL RECORDS BOOK 7197 PACE 3722. OF THE PUBLIC RECORDS OF BREWIND COUNTY, ILORIDA, AS THE SAME MAY BE FURTHER AMENDED MODIFIED OF SUPPLEMENTED FROM TIME TO TIME.
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- TRACTS OSNI-11 AND OSNI-11A ARE RESERVED FOR OPEN SPACE, SDEWALKS, TRAILS, SIGNAGE LANDSCAPING, IRRIGATION FACILITIES, UTLITIES, DRAINAGE AND RELATED IMPROMOTE MITTO TO A SHARED USE TRAIL OF PEDNAY AND SHALL BE OWNED AND MAINTAINED BY RECEIND PARK SOUTH REGISHOOPEDD ASSOCIATION INC.
- THE PROPRIES OF A SWINDLESS FOR A STREET AND STORY OF THE STREET AND STREET AS THE STR
- LOTS AND TRACTS ABUTTING MY EXISTING STORM WATERLARE AND TRACT, OR FLOWWAYS, METLANDS OR ANY OTHER STORM WATER MANAGEMENT FACUTIES CONSTRUCTED SUBSPICION TO THIS PLAT SHALL NOT HAVE RIPARMIN BOWLYS WITH RESPECT TO ANY SUCH TRACTS AND DRAINING FACULTIES INCLUDING WITHOUT LIMITATION, ANY DRAINING PONDS OR LIKES ORWININGS STRUCTURES OR AQUATIC LARDSCAPE FRANCES WHICH SHALL HAVE AND ADMINISTRATION OF THE PROPERTY O
- 14 THE PUBLIC IMPROVEMENTS SHOWN WITHIN THAT PORTION OF THE LANCE PLATTED HERELINGER LOCATED IN SECTION 15, TWP 26 SOUTH, RANGE 36 EAST, ARE COVERED BY TITLE IN 002762000112 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ISSUED TO BREVARD COUNTY.

STATE PLANE COORDINATE NOTES
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDAS EAST ZONE
NORTH AMERICAN DATUM OF 1982 AND READJUSTED IN 1995 (NADASSW).

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 ASHTEC SOLUTIONS VERSION 2.7

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BREVARD GPS 1090	AX7524	1 422.840 458	433 682 642	740 680 093	225,759.744	28"14'51 61826"	080'44'14 98184"	0.99994936	(*)0 07 27 3°
95.73A64	AK2845	1,416,452,316	431,735,530	746.854.0344	227.641.565	28*13'48 22765*	080143/06 112441	0.99995250	(+)0'07 59 6"

NOTICE: THE FLAT, AS RECORDED HITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE BUBDY/DED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC DIS DIGITAL FORM OF THE FLAT. THERE MAY BE ADOTTOMAL RESTRICTIONS THAT ARE NOT RECORDED OF THE STATL THAT MAY BE FORM ON THE PUBLIC RECORDED OF THE SCOUNTY.





DESCRIPTION

A PARCEL OF LAND IN SECTIONS 16 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BRE'
MORE PARTICIA ARILY DESCRIPED AS FOLLOWS.

TRACT AREA SUMMARY						
AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENAN ENTITY				
121	UTILITIES LANDSCAPING, SKINAGE IRRIGATION DRAINAGE SIDEWALKS TRAILS, OPEN SPACE, AND RELATED IMPROVEMENTS	REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION INC				
0 02	UTILITIES LANDSCAPING SIGNAGE IRRIGATION DRAINAGE SIDEWALKS TRAILS, OPEN SPACE AND RELATED IMPROVEMENTS	REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION INC.				
	(ACRES)	AREA (ACRES) USE OF TRACT ITELITES LAMISCAPHA SONNICE OFFICANCES SONNICE SONNICE INFORMATION FORMANCE SICKNICES INFORMATION FORMANCE SICKNICES INFORMATION FORMANCE SICKNICES SONNICES OFFICANCE AND SEALTED				

SECTIONS 16 AND 21, TOWNSHIP 26 SOUTH RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS. The Vera Company being fee simple of the lands described in

REELING PARK SOUTH - PHASE 2



PLAT BOOK _, PAGE

Sectory Ley A Decistor II

STATE OF FLORIDA COUNTY OF BREVARD
THIS IS TO CERTIFY That on HAY I LAY 1830-II
authorized to take advovedagments in the State and Co.

The above done

MONAY JUNES. State of Florida
My Come Egypto My 25, 2023
My Come Egypto My 25, 2023
My Come Bord SANy 25, 2023
My

CERTIFICATE OF SURVEYOR

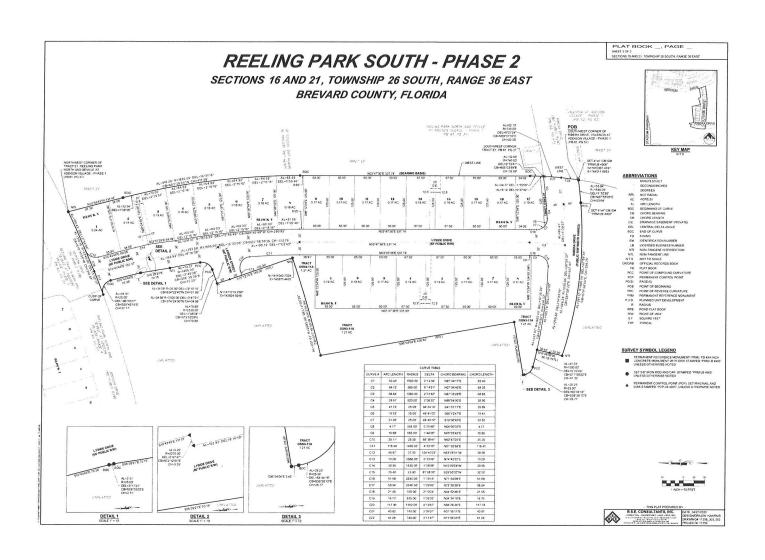
CERTIFICATE OF COUNTY SURVEYOR

INERESY CERTIFY. That I have reviewed the foregoing plat and find that it is no conformly with Oughts 177 pnd. 1 Pavids Stantes and County Ordinance 82-244 (rich) as amended.

ERTIFICATE OF ACCEPTANCE OF DEDICATION
BY BOARD OF COUNTY COMMISSIONERS

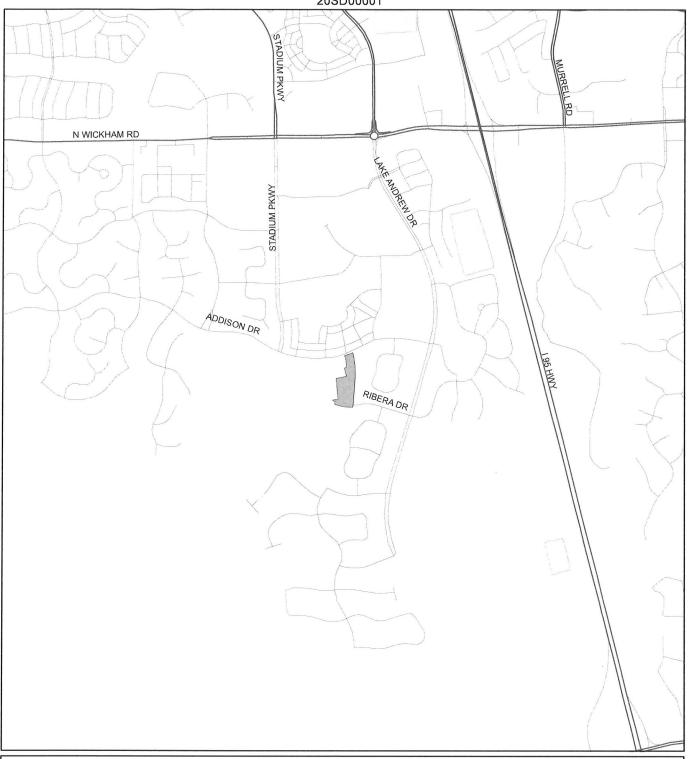
CERTIFICATE OF CLERK
I HEREBY CERTIFY That I have examined the foreigner also from with all the regularizers of financial for the could not a second on the could not be recorded in the country of the c

Clark of the Circuit Court in and for Brevard County, Fla.



LOCATION MAP

REELING PARK SOUTH - PHASE 2 20SD00001





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: 4/28/2020