

Final Plat and Contract Approval, Re: Bridgewater Central at Viera (18SD00013) (District 4)

SUBJECT:

Final Plat and Contract Approval, Re: Bridgewater Central at Viera Developer: WCI Communities, LLC (District 4)

FISCAL IMPACT:

None

DEPT/OFFICE:

Planning and Development

REQUESTED ACTION:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for Bridgewater Central at Viera.

SUMMARY EXPLANATION and BACKGROUND:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on May 31, 2018. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on October 16, 2018. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Bridgewater Central at Viera subdivision, and has determined that it is in compliance with the applicable ordinances.

Bridgewater Central at Viera is located within the Viera DRI, south of Bridgewater North at Viera, on the west side of Lake Andrew Drive. The proposed subdivision contains 262 single-family units on 114.25 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 18SD00013

Contact: Rebecca Ragain, Assistant Director Ext. 5-2362

CLERK TO THE BOARD INSTRUCTIONS:

Please have the contract signed and return the original and a certified copy to Planning and Development.

ATTACHMENTS:

Description

- **D** Contract
- a Bond
- D Plat
- D Location Map



FLORIDA'S SPACE COAST

Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001 Fax: (321) 264-6972 Tammy.Rowe@brevardclerk.us



February 27, 2019

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item F.5., Final Plat and Contract Approval for Bridgewater Central at Viera

(18SD00013)

The Board of County Commissioners, in regular session on February 26, 2019, granted final plat approval, subject to minor engineering changes, as applicable, and developer responsible for obtaining all other necessary jurisdictional permits, for Bridgewater Central at Viera (18SD00013); and authorized the Chair to execute the Subdivision Infrastructure Contract with WCI Communities, LLC. Enclosed are a fully-executed and a certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration

Subd	ivision No	18SD00013	Project Name_	Bridgewater Central at Viera	
Subdivision Infrastructure Contract					
County	HIS CONTRAC Commissioners mmunities, LLC	of Brevard County	day of	20 <u>19</u> , by and between the Board o referred to as "COUNTY," and "PRINCIPAL."	
WITNES IN CON- follows:	SIDERATION of The PRINCIPA		the improvements describ	contained, the parties hereto agree as	
	and all other in said plat to be	nprovements depicted recorded in the Plat Bo	in subdivision number oks of the Public Records	18SD00013 . A copy o	
2.	to as the "Woi incorporated ir that the Work County's approfaults and defeapproved and a	on file in the Land Derk"). Such plans and spate this Agreement by a will conform to the recoval of the Work. Princets. Work not conformauthorized, may be con	velopment Division (whi becifications (hereinafter reference and made a par quirements of the Plans a acipal also warrants to Co ling to these requirement	in accordance with the plans and ch construction is hereinafter referred referred to as the "Plans") are hereby thereof. Principal warrants to County and other requirements specified in the county that the Work will be free from s, including substitutions not properly All defective Work, whether or not in s paragraph 2.	
	Work, or, if it Work. If Prince any of the rem to be free from again by Prince bond given by	fective, Principal shall has been rejected by C cipal does not promptly edies provided for in padefects for a period o cipal promptly upon no Principal in connectio	promptly, without cost to ounty, remove it from the comply with the terms of paragraph 6 herein below of six (6) months. Any distinct of the defect from 0	mprovements by County, any Work is County, either correct such defective e site and replace it with nondefective of such instructions, County may elect. Corrective Work shall be warranted efect in such Work shall be corrected county. In the event the maintenance of the improvements is extended stended for a like period.	
	provided by lar asserted by Co	ontract with the contra w of in equity with res ounty on behalf of Pr	actor constructing the im spect to such construction rincipal in the event Pri	Principal's warranty rights under its provements (including all warranties n contract), which warranties may be incipal fails to perform its warranty verlap, the more stringent requirements	
3.	The PRINCIPA	AL agrees to complete s	said construction on or be	fore theday of	

- 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 \$4,432,352.36 ______. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
- 5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
- 6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
- 7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
- 8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
- 9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written. ATTEST: **BOARD OF COUNTY COMMISSIONERS** OF BREVARD COUNTY, FLORIDA Robin Fisher, Chairman Kristine Isnardi Scott Ellis, Clerk As approved by the Board on: Feb. 26 2019 WITNESSES: PRINCIPAL: State of: FL County of: Paum BEACH The foregoing instrument was acknowledged before me this 30 day of 30 day of 20 19, by VALERIE MECHESNEY who is personally known to me or who has produced as identification and who did (did not) take an oath. My commission expires: SEAL Commission Number: Notary Name printed, typed or stamped JEFF ALEXANDER

AY COMMISSION # GG040532 EXPIRES November 13, 2020

SURETY PERFORMANCE BOND

Bond No. 914086 Bridgewater Central at Viera Phase 2 Infrastructure Improvements

KNOW ALL MEN BY THESE PRESENTS:

That we,
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, 20, 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 January, 20 19.
WCI Communities, LLC, OWNERO a Delaware limited liability company
OWNER) a Delaware limited liability company
_ Inthesity_
SURETY: National Union Fire Insurance Company of Pittsburgh, PA
Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)	e			
County ofOrange)				
On	before me,Ka	thy R. Mair, Notary Public [Name of Notary Public and Title "Notary Public"]			
personally appearedN	lechelle Larkin (Name(s) of Signer(s)]			
in his/her/their authorized	strument and acknow capacity (ies) , and th	evidence to be the person(s) whose name(s) is/are yledged to me that he/she/they executed the same nat by his/her/their signature(s) on the instrument in the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
KATHY R. MA Notary Public - Ca Orange Cour Commission # 2 My Comm. Expires Ma	AIR Alifornia Aty 193966	TNESS my hand and official seal. Color Notice of Notice Public			
Place Notary Seal Above		, —			
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.					
Description of Attached D	ocument				
Title or Type of Document:					
	Number of Pages:				
Signer(s) Other Than Named Ab	ove:				
Capacity(ies) Claimed by	Signer(s)				
Signer's Name: Mechelle Larking	1	Signer's Name:			
Trustee Guard	General ney-in-Fact dian or Conservator	Corporate Officer – Title(s): Partner – Limited General Individual Attorney-in-Fact Trustee Guardian or Conservator Other:			
Signer Is Representing:		Signer is Representing:			

POWER OF ATTORNEY

American Home Assurance Company

National Union Fire Insurance Company of Pittsburgh, PA.

Principal Bond Office: 175 Water Street, New York, NY 10038.

No. 05-B-034748

Power No.

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

--- Kathy R. Mair, Mechelle Larkin, My Hua : of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA, have each executed these presents





this 1st day of Auguest, 2018

Michael Yang, Vice President

On this 1st day of Auguest, 2018 before me came the above named officer of American Home Assurance Company and National Union Fite Insurance Company of Pitsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing insturment and affixed the seals of said corporations thereto by authority of his office.

JULIANA HALLENBECK

Notary PybSc - State of New York Mo. 01HAS125871 Casallied in Beens County My Commission Express April 19, 2021

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA: on May 18, 1976;

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indentity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney in-Fact delivering a secretarial sertification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I. Martin Bogue, Assistant Secretary of American Home Assurance Company, and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and orrect, and that both the Resolutions and the Powers of Attorney are in full force and orrect, and that both the Resolutions and the Powers of Attorney are in full force and orrect, and that both the Resolutions and the Powers of Attorney are in full force and orrect, and that both the Resolutions and the Powers of Attorney are in full force and order to the Powers of Attorney are in full force and other powers o

IN WITNESS WHEREOF, Thave hereunto set my hand and affixed the facsingle seal of each corporation





, — this

day of

JAN 30 2019

Martin Bogue, Assistant Secretary

65166 (4/96)

BRIDGEWATER CENTRAL AT VIFRA

SECTIONS 21, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA



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MICHAELS, MINIOR TOWNSHIP RANGE SE EAST BEDICATION SIGN ALL NOTES THAT PRE-SCRIPT, AND CONTRACTOR SEC. 4.

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CERTIFICATE OF SURVEYOR



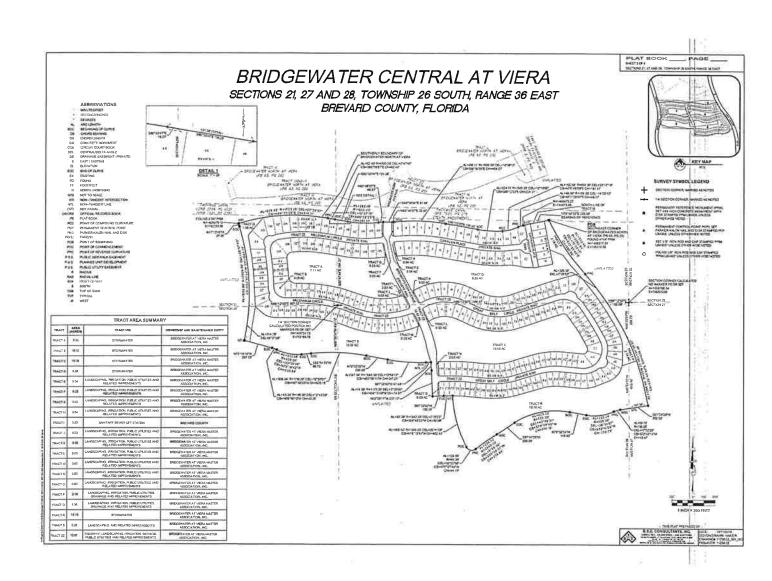
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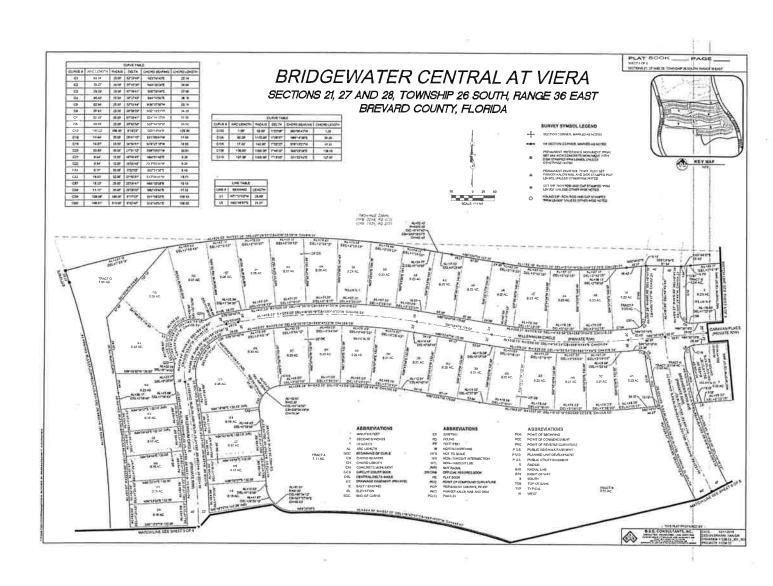
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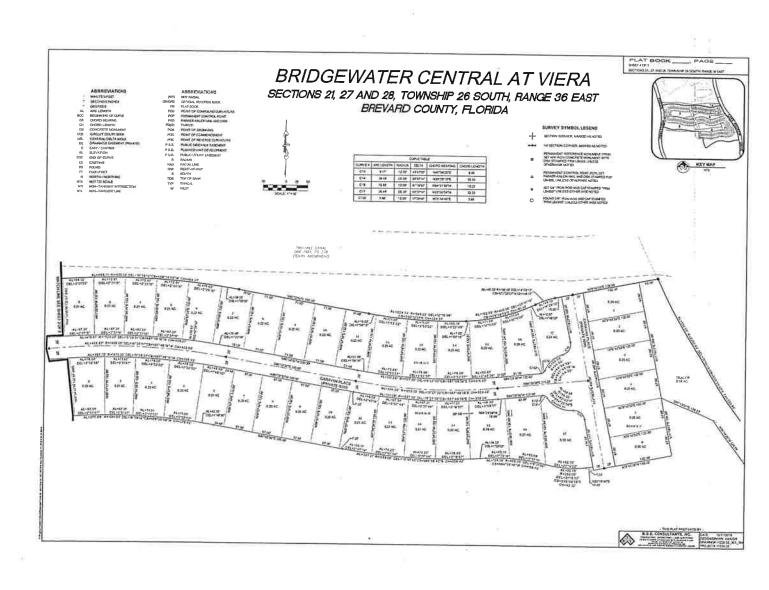
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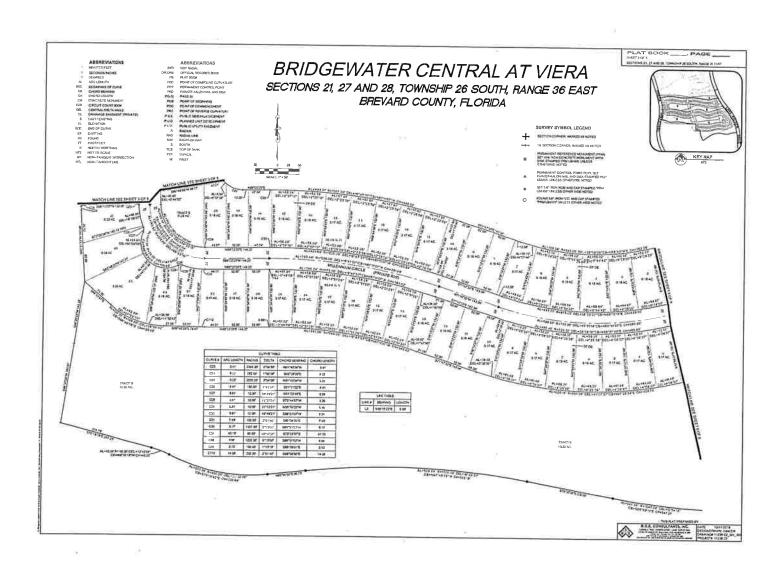
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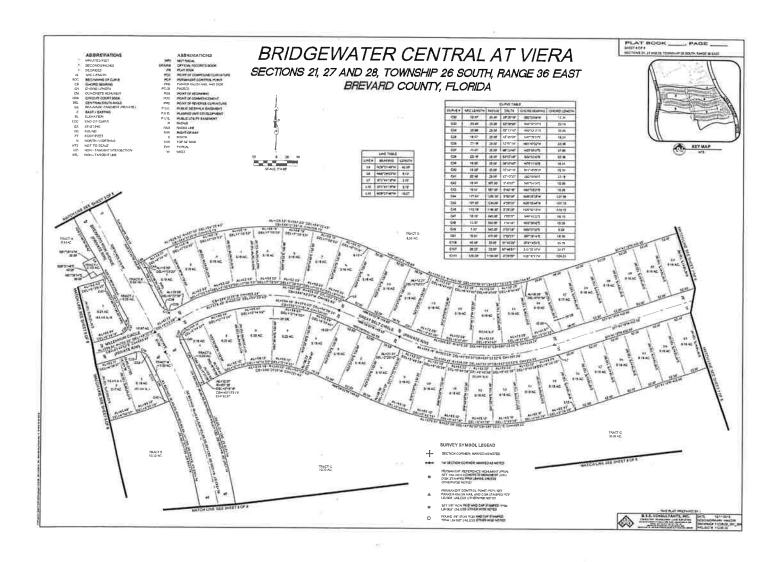
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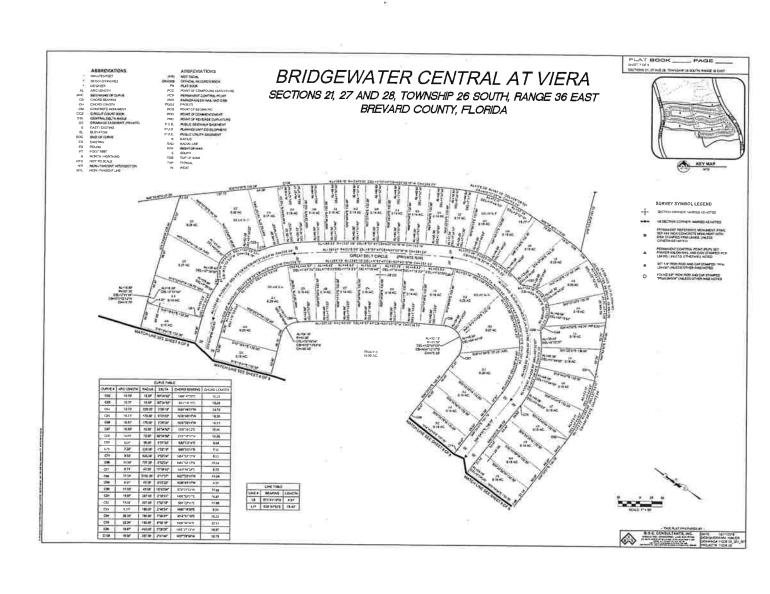


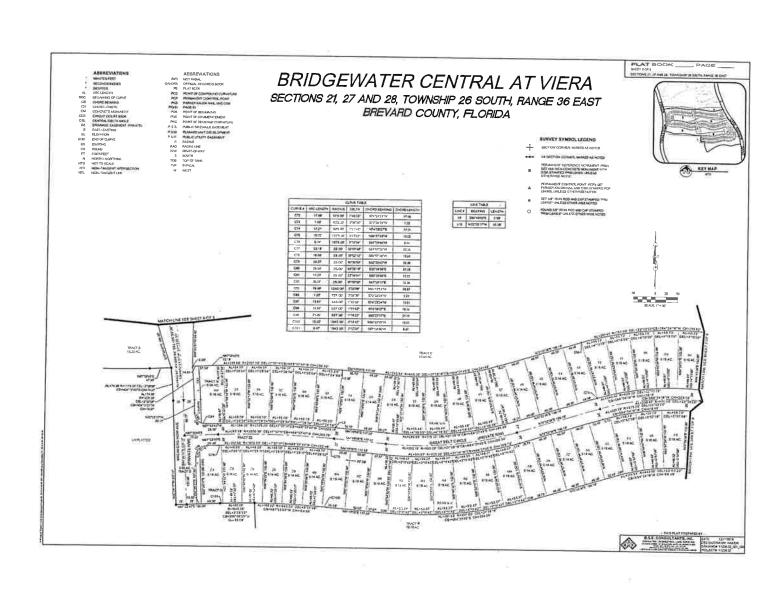






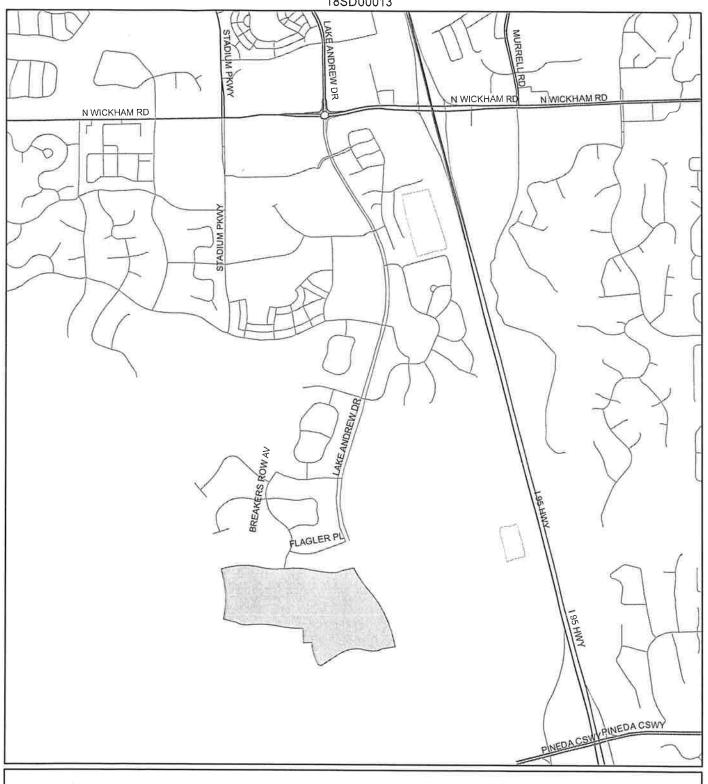






LOCATION MAP

BRIDGEWATER CENTRAL AT VIERA 18SD00013





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: 1/25/2019