



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

1/25/2022

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### **Subject:**

Final Plat and Contract Approval, Re: Del Webb at Viera - Phase 1 (District 4)  
Developer: Pulte Home Company, LLC.

### **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 Del Webb at Viera - Phase 1.

### **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 March 18, 2021. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on October 5, 2021. 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 Del Webb at Viera - Phase 1 subdivision, and has determined that it is in compliance with the applicable ordinances.

Del Webb at Viera - Phase 1 is located within the Viera DRI, on the west side of Stadium Parkway. The proposed subdivision contains 45 lots on 35.66 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: 21FM00019, 21SD00003

Contact: Tania Ramos, Planner II, Extension 58278

### **Clerk to the Board Instructions:**

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





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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

January 26, 2022

**MEMORANDUM**

**TO:** Tad Calkins, Planning and Development Director

**Attn:** Tania Ramos

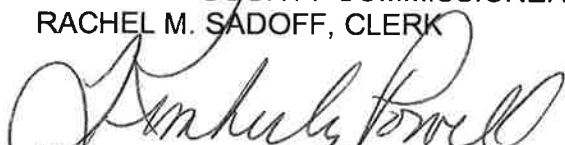
**RE:** Item F.2., Final Plat and Contract Approval for Del Webb at Viera – Phase 1  
Developer: Pulte Home Company, LLC.

The Board of County Commissioners, in regular session on January 25, 2022, granted final plat approval in accordance with Section 62-2841(i) and Section 62-2844; and authorized the Chair to sign the final plat and Contract for Del Webb at Viera – Phase 1, Developer: Pulte Home Company, LLC, subject to minor changes, if necessary, receipt of all documents required for recording, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed are fully-executed and certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/sm

Encls: (2)

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

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 25<sup>th</sup> day of January, 2022, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Pulte Home Company, LLC, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

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

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 21SD00003 / 21Fm00019. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 29<sup>th</sup> day of April, 2024.

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

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

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Kristine Zonka, Chair

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

WITNESSES:

Richard Clay

Alexandra Castro

PRINCIPAL:

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

DATE

12/9/2021

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me this 9 day of December 2021, by Aaron Struckmeyer who is personally known to me or who has produced as identification and who did (did not) take an oath.

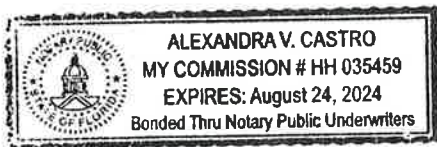
My commission expires:

S E A L

Commission Number:

Alexandra Castro  
Notary Public

Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond No. 59BSBIT0797

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, Hartford Fire Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 1,886,861.15, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 25<sup>th</sup> day of January, 2022, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by April 29, 2024, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 1st day of December, 2021.

OWNER: Pulte Home Company, LLC

Gregory S. Rives, Assistant Treasurer

SURETY: Hartford Fire Insurance Company

Jeremy Polk, Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC  
Agency Code: 59-300168

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

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

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

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

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



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

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



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2021

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



*Kevin Heckman*  
Kevin Heckman, Assistant Vice President

**ACKNOWLEDGEMENT BY PRINCIPAL**

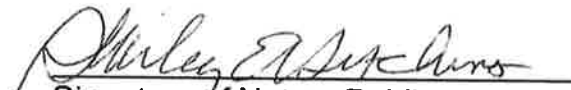
**STATE OF GEORGIA)**

**) ss.**

**COUNTY OF FULTON)**

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

WITNESS my hand official seal.

  
Signature of Notary Public

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





PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 1 OF 5  
SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36 EAST

SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 36 EAST.



SECTION CORNER, MARKED AS NOTED

PERMANENT REFERENCE MONUMENT  
PRM1: SET 4X4 INK CONCRETE  
MONUMENT WITH INK STAMPED PRM  
104905, UNLESS OTHERWISE NOTED

PERMANENT CONTROL POINT (PCP); SET  
MAG NAIL AND INK STAMPED PCP 104905  
UNLESS OTHERWISE NOTED

SET 1/2" FIRM ROD AND CAP STAMPED  
PRM 104905, UNLESS OTHERWISE NOTED

FD 50' FROM ROAD AND CHG STAMPED PRM  
104905, UNLESS OTHERWISE NOTED

[illegible]

THIS PLAN PROVIDED BY:

|                                                                                     |                                                                                                                                                                                                   |                                                                                                              |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|  | <b>B.S.E. CONSULTANTS, INC.</b><br>(CORPORATE) (INCORPORATED) (LIMITED LIABILITY)<br>10000 W. 10th Avenue, Suite 100, Denver, CO 80202<br>Tel: (303) 751-1000, Fax: (303) 751-1001<br>www.bse.com | <b>DATE:</b> 11/23/01<br><b>DESIGN/PROJECT NAME:</b><br><b>PROJECT NO.:</b> 1100-001<br><b>PROJECT:</b> 1100 |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

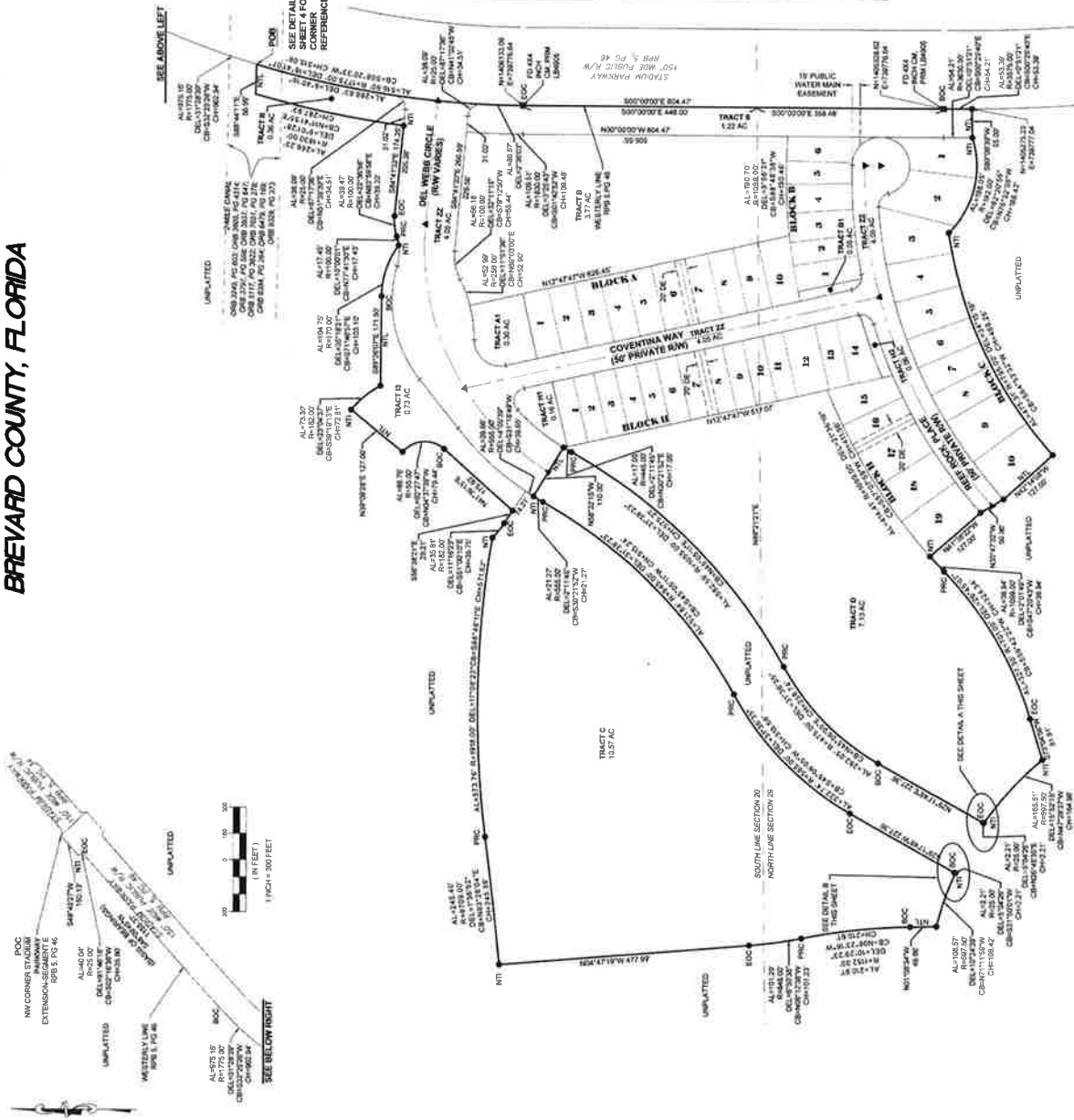
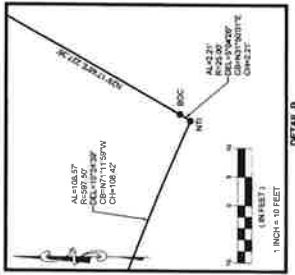
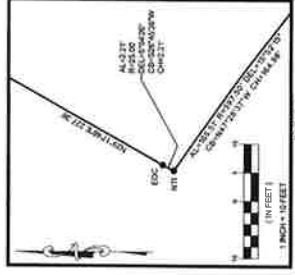
PLAT BOOK \_\_\_\_, PAGE \_\_\_\_



- SURVEY SYMBOL LEGEND**
- |  |                                                                                                                   |
|--|-------------------------------------------------------------------------------------------------------------------|
|  | SECTION CORNER, MARKED AS NOTED                                                                                   |
|  | PERMANENT REFERENCE MONUMENT (PRM); SET 4x4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM" UNLESS OTHERWISE NOTED |
|  | PERMANENT CONTROL POINT (POP); SET MAG NAIL AND DISK STAMPED "POP" UNLESS OTHERWISE NOTED                         |
|  | SET 1/2" IRON ROD AND CAP STAMPED "PRM LEAKED" UNLESS OTHERWISE NOTED                                             |
|  | SET 1/2" IRON ROD AND CAP STAMPED "PRM LEAKED" UNLESS OTHERWISE NOTED                                             |
|  | SET 1/2" IRON ROD AND CAP STAMPED "PRM LEAKED" UNLESS OTHERWISE NOTED                                             |

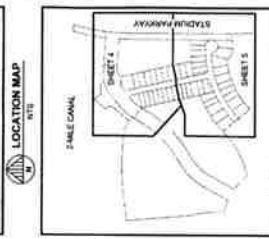
## ABBREVIATIONS

- [illegible]

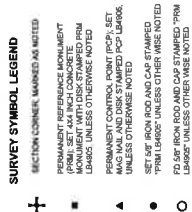
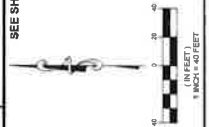



**B.S.E. CONSULTANTS, INC.**  
 CONSULTING ENGINEERS - LAND SURVEYORS  
 10000 Wilshire Blvd., Suite 1000, Beverly Hills, CA 90210  
 Tel: 310/206-8000 Fax: 310/206-8001  
 E-Mail: bse@bse.com Web: www.bse.com  
 © 2000 B.S.E. Consultants, Inc. All Rights Reserved.

PLAT BOOK \_\_\_\_, PAGE \_\_\_\_  
SHEET 4 OF 5  
SECTIONS 25 AND 26, TOWNSHIP 28 SOUTH, RANGE 36 EAST



- ABBREVIATIONS**
- 1 MONTHS  
2 SECONDS/INCHES  
3 DEGREES  
4  
AL LENGTH  
MOC BEGINNING OF CURVE  
OR CHORD BEARING  
CM CONCRETE  
CM CONCRETE MONUMENT  
CM PRIVATE DRAINAGE EASEMENT  
DEL CANTILEVERED IN ANGLE  
END OF CURVE  
EX EXISTING  
F FOUND  
FT FOOT/FEET  
N NORTH  
N 1/4 NORTH  
NTS NOT TO SCALE  
NTL NON-TANGENT LINE  
NTL NON-TANGENT LINE  
N PLAT ROCK  
PCC POINT OF COMPOUND CURVE  
POB POINT OF BEGINNING  
POB PERMANENT CONTROL  
POB PERMANENT CONTROL  
PUB PUBLISHED IN NAL AND DED  
PUB PUBLISHED IN NAL AND DED  
PUBS (PAGES)  
PUBS POINT OF COMMENCEMENT  
PUB POINT OF REVERSE CURVE  
PUB PUBLIC RECORDS EASEMENT  
PUB PUBLIC RECORDS EASEMENT  
PUB PUBLIC UTILITY EASEMENT  
P RADIUS  
RW RIGHT-OF-WAY  
VEA VERTICALLY EASEMENT

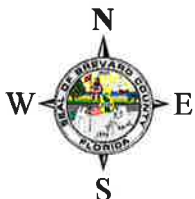
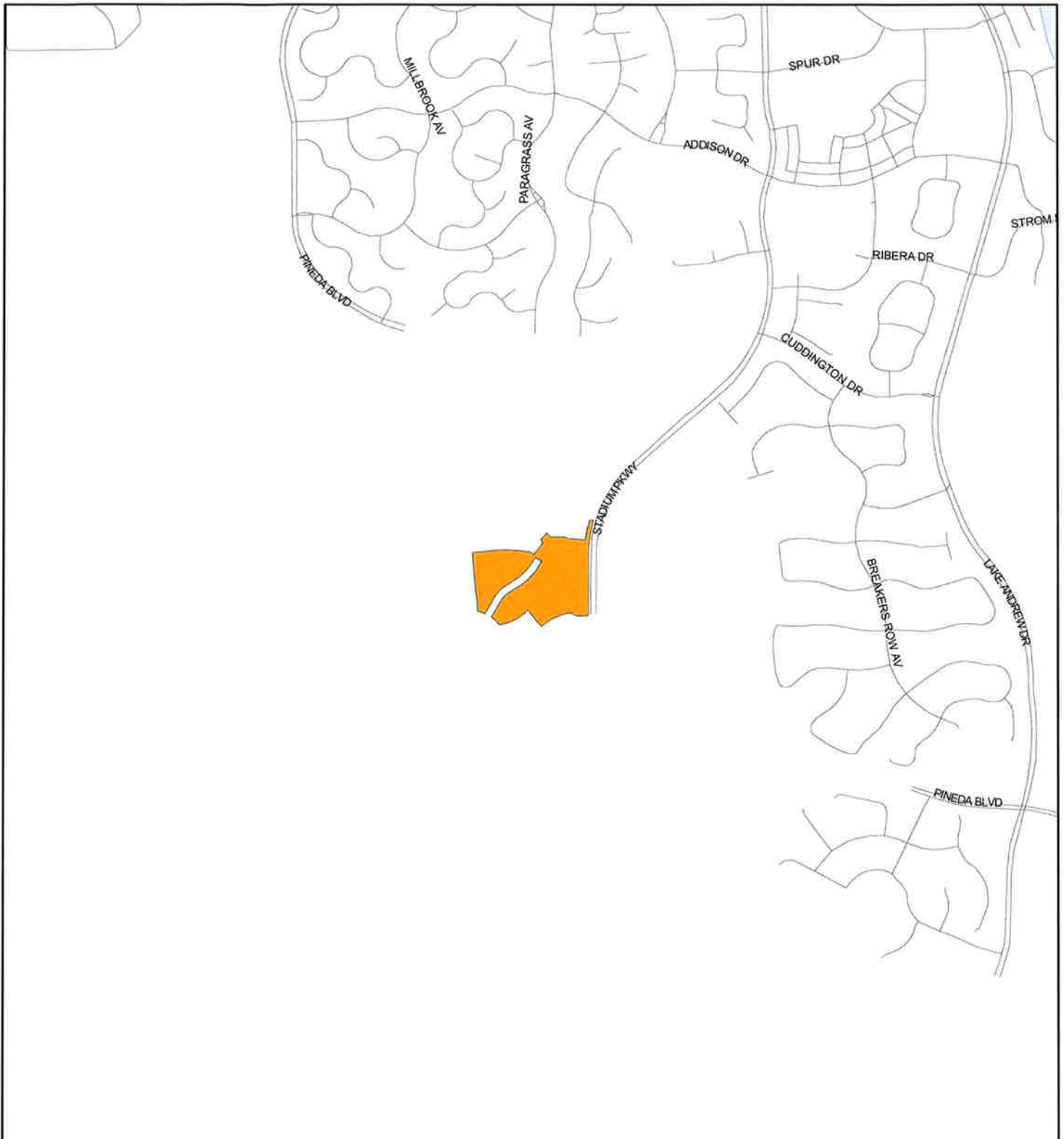




# LOCATION MAP

DEL WEBB AT VIERA - PHASE 1

21FM00019



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/21/2021