



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

4/4/2024

Subject:

Final Plat and Contract Approval, Re: Del Webb at Viera, Phase 4
Developer: Pulte Home Company, 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 infrastructure contract for Del Webb at Viera, Phase 4.

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 December 8, 2022. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on May 10, 2023. 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.

Del Webb at Viera, Phase 4 is located south of Pineda Boulevard and west of Stadium Parkway in a DRI District designated by Brevard County's Future Land Use Map. Potable water for the subdivision will be provided by the City of Cocoa. Sewer service will be provided by Brevard County. The proposed subdivision contains 211 single family residential lots on 66.24 acres. Staff has reviewed the final plat and contract for Del Webb at Viera, Phase 4, and has determined that it complies with the applicable ordinances.

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: 22SD00014, 23FM00012

Contact: Tim Craven, Planner III, Ext. 58266

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

April 5, 2024

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director Attn: Tim Craven

RE: Item F.1., Final Plat and Contract Approval FOR Del Webb at Viera Phase 4 – Developer: Pulte Home Company, LLC

The Board of County Commissioners, in regular session on April 4, 2024, executed and granted final plat approval for Del Webb at Viera Phase 4 – 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; and executed and approved Subdivision Infrastructure Contract. Enclosed is the fully-executed and certified copy of Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Donna Scott
for: Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

cc: Contracts Administration

Subdivision No. 22SD00014 Project Name Del Webb at Viera – Phase 4

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 4th day of APRIL 2024, 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:

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks and all other improvements depicted in subdivision number 22SD00014. 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 1 day of August, 2024.

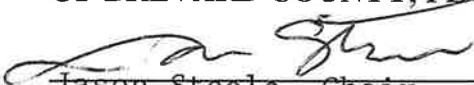
4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$7,449,921.94. If such bond is a cash bond or a certificate of deposit, said amount 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**


Jason Steele, Chair

As approved by the Board on: APRIL 4, 2024.

WITNESSES:


Witness Name: Malecia STORUM


Witness Name: Amy Steiger

State of: FLORIDA

County of: ORANGE

PRINCIPAL:


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

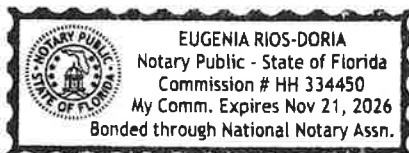
2/14/2024
DATE

The foregoing instrument was acknowledged before me this 14th day of FEBRUARY 2024, 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: 11/21/2026

S E A L

Commission Number: HH334450




Notary Public

EUGENIA RIOS-DORIA
Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

Bond No. 7901125760

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, Nationwide Mutual 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 \$ 7,449,921.94, 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 4 day of APRIL, 2024, 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 August 1st, 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 15th day of February, 2024.

OWNER: Pulte Home Company, LLC

SEE ATTACHED

Gregory S. Rives, Assistant Treasurer
SURETY: Nationwide Mutual Insurance Company

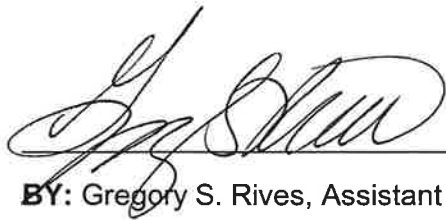
[Handwritten signature]



executed this 15th day of February, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

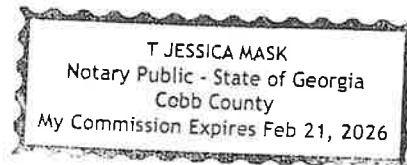
COUNTY OF COBB)

This record was acknowledged before me on February 15, 2024, appeared Gregory S. Rives, 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



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
OSCAR F RINCON; PETER S FORKER; REBECCA M JOHLIE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

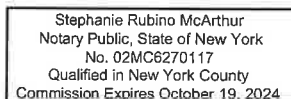


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



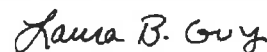
Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15 day of

FEB 2024



Assistant Secretary

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Lake } ss.

On this 15th day of February, 2024, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Nationwide Mutual Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Illinois
County of Lake



SECTION CORNER, MARKED AS NOTED

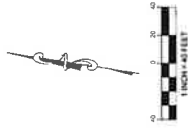
PERMANENT REFERENCE MONUMENT
PRM, SET 4X4 INCH CONCRETE
MONUMENT WITH DISK STAMPED PRM
LH495, UNLESS OTHERWISE NOTED

PERMANENT CONTROL POINT (PCP); SET
MONUMENT WITH DISK STAMPED PCP L4965
UNLESS OTHERWISE NOTED

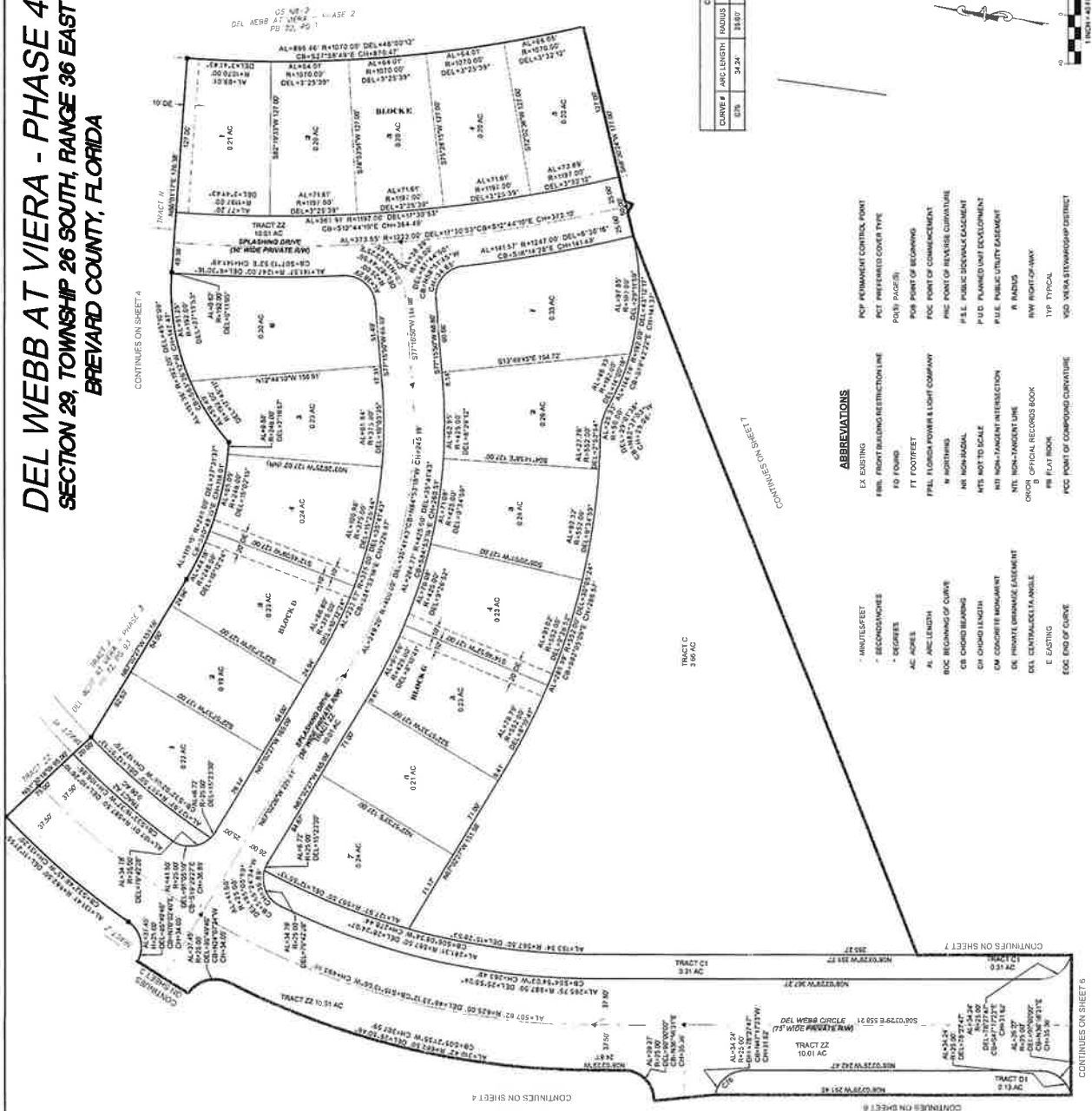
SET 3" IRON ROD AND CAP STAMPED
PRM LH495, UNLESS OTHERWISE NOTED

TO 5" IRON ROD AND CAP STAMPED PRM
LH495, UNLESS OTHERWISE NOTED

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C16	34.24	115.00	127°29'47"	N88°17'21"W	11.62



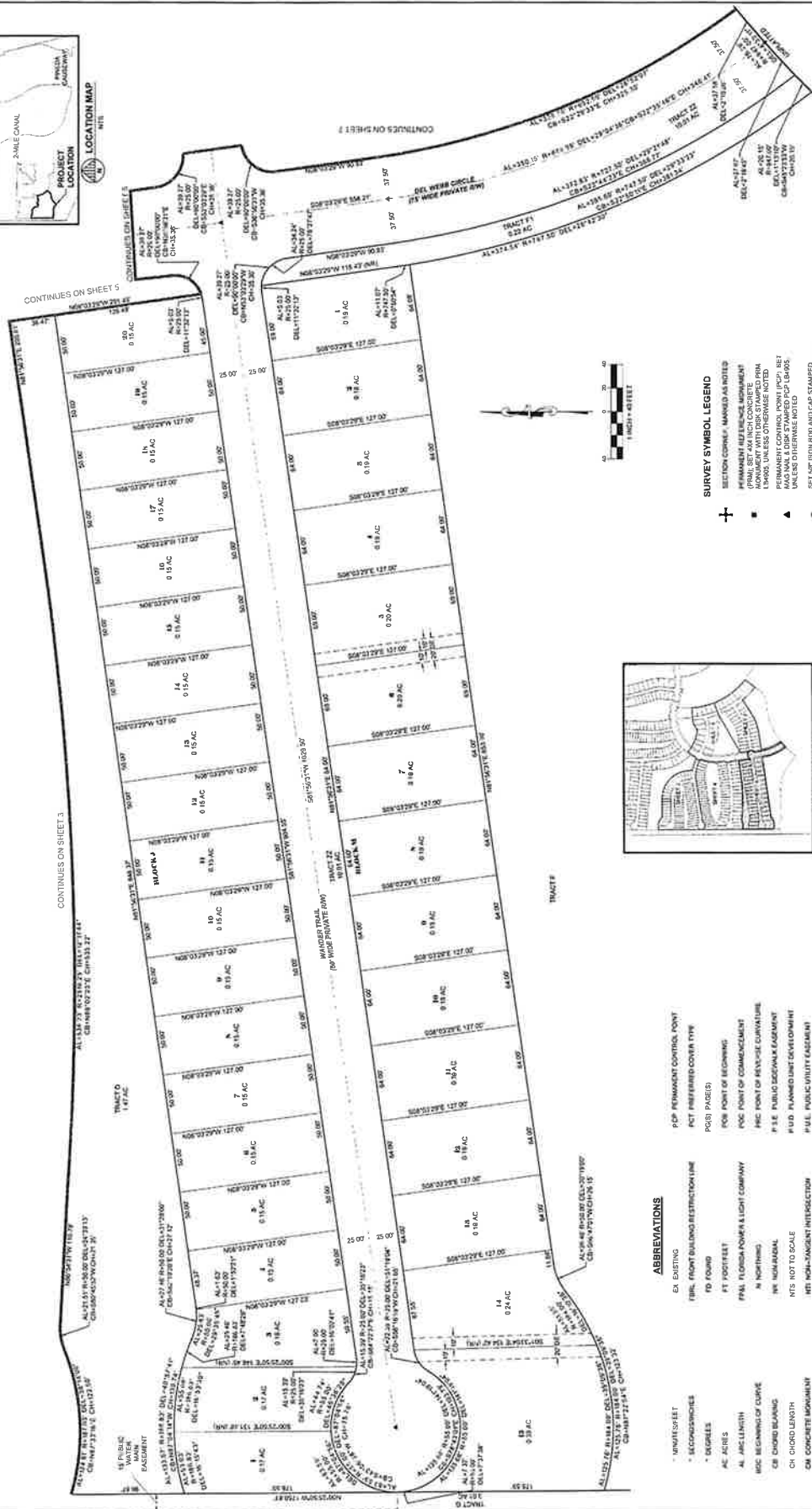
DATE 02/14/04
 DESIGN/DRAWN HAXOHF
 DRAWING# 10000 205_001
 PROJECT# 2003



ABBREVIATIONS

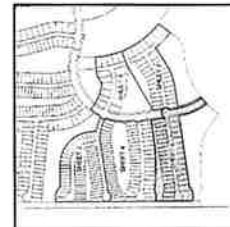
* MINUTE/FEET	EX. EXISTING	PCF. PERMANENT CONTROL POINT
* RECONSIDER	FRONT. FRONT BUILDING RESTRICTION LINE	PCP. PREFERRED COVER TYPE
* DEGREES	FO. FOUND	PO. PAGE(S)
AC. ACRES	FT. FOOTPRINT	POB. POINT OF BEGINNING
AL. AC. LENGTH	FPPL. FLEET POWER & LIGHT COMPANY	POC. POINT OF COMMENCEMENT
BDC. BEGINNING OF CURVE	W. WATERSHED	POC. POINT OF REVERSE CURVATURE
CB. CHORD BEARING	IN. NON-SIGNAL	P.S.D. PUBLIC SERVICE DRAINAGE
CH. CHORD BEARING	HTS. NOT TO SCALE	P.U.D. PLANNED UNIT DEVELOPMENT
CH. CHORD CHAIN	INT. NON-TANGENT INTERSECTION	P.V.L. PUBLIC UTILITY EASEMENT
CM. CIRCUMFERENCE MONUMENT	NTS. NON-TANGENT LINE	R. RADIOS
CM. CIRCUMFERENCE MONUMENT	ON. NON-EXISTENT LINE	R/W. RIGHT-OF-WAY
DEL. DELTA/CENTRAL ANGLE	OR. OFFICIAL RECORDS BOOK	TY. TYPICAL
E. EASTING	PI. PILE FOUND	VED. VERTICALLY ELEVATED DISTRICT
EOC. END OF CURVE	POC. POINT OF COMPOUND CURVATURE	

PLAT BOOK ____, PAGE
SHEET # OF ?
SECTION 26, TOWNSHIP 28 SOUTH RANGE 36 EAST



LEGEND

SECTION CORNER - MARKED AS NOTED
PERMANENT REFERENCE MONUMENT
(PRM); SET 6X6 INCH CONCRETE
MONUMENT WITH DISK STAMPED PRM
1B4905. UNLESS OTHERWISE NOTED
PERMANENT CONTROL POINT (PCP). SET
MAG NAIL & DISK STAMPED PCP 1B4905.
UNLESS OTHERWISE NOTED
SET 5/8" IRON ROD AND CAP STAMPED
"PRM 1B4905" UNLESS OTHERWISE NOTED
SET 1/2" IRON ROD AND CAP STAMPED "PRM
1B4905" UNLESS OTHERWISE NOTED



ABBREVIATIONS

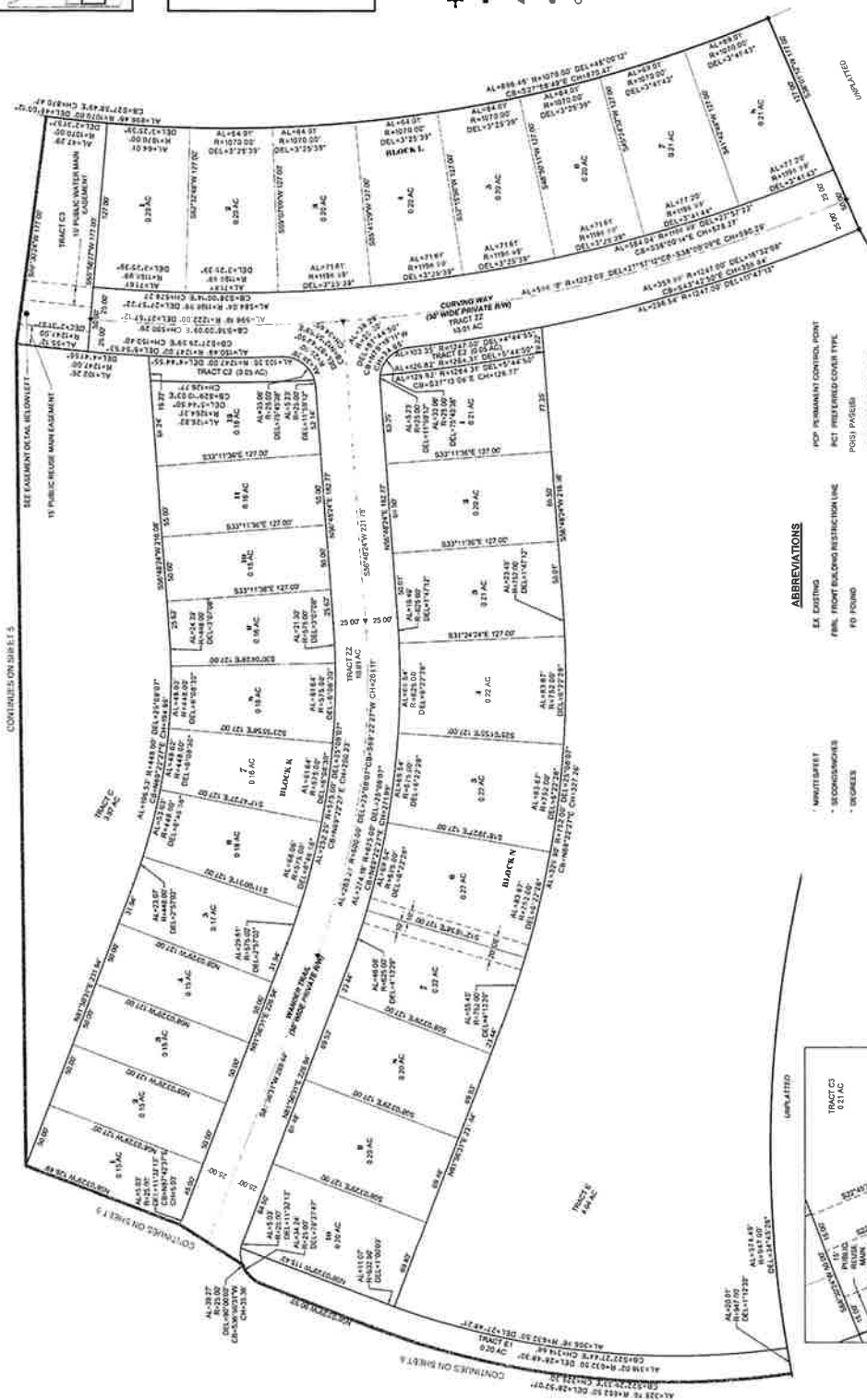
- MINUTE/SET	EX. EXISTING	PDP PERMANENT CONTROL POINT
- SECONDS/CHORDS	FBL FIRST BUILDING RESTRICTION LINE	PCT PERMITTED COVER TYPE
- DEGREES	FO FOUND	POS PAGE(S)
AC ACRES	FT FOOT	POC POINT OF BEGINNING
AL ALPS LENGTH	FTN FOOTPRINT	POE POINT OF ENCOUNTER
ASC BEGINNING OF CURVE	FL FOUR	POF POINT OF FUTURE CURVATURE
CH CHORD BEARING	IN INCHES	PSE PLANNED SECONDARY EASEMENT
CH CHORD LENGTH	INT INTERNAL	PUD PLANNED UTILITY DEVELOPMENT
CM CONCRETE MOUNTAIN	INTS NOT TO SCALE	PUE PUBLIC UTILITY EASEMENT
DE PRIVATE DRAINAGE EASEMENT	INTN WITH-TANGENT INTERSECTION	R RADIUS
DEL CENTRAL DELTA ANGLE	INTN-90-DEGREE INTERSECTION	RR RIGHT-OF-WAY
E EASING	CRD. OFFICIAL RECORDS BOOK	TPY TYPE
LOC END OF CURVE	IN INCHES	VED VERTICAL EASEMENT DISTRICT

PLAY BOOK ____, PAGE ____
SHEET OF ____
SECTION 29, TOWNSHIP 26 SOUTH, RANGE 28 EAST



SURVEY SYMBOL LEGEND

SECTION CORNER MARKED AS NOTED
PERMANENT REFERENCE MONUMENT
(PRM); SET 4X4 INK CONCRETE
MONUMENT WITH DISK STAMPED PRM
LABEL UNLESS OTHERWISE NOTED
PERMANENT CONTROL POINT (PCP); SET
3/4" X 1/4" DISK STAMPED PCP LABELS
UNLESS OTHERWISE NOTED
SET 3/8" IRON ROD AND CAP STAMPED
"PRM LABELS" UNLESS OTHERWISE NOTED
FO 3/8" IRON ROD AND CAP STAMPED "PRM
LABELS" UNLESS OTHERWISE NOTED



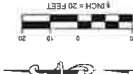
ABBREVIATIONS

[illegible]

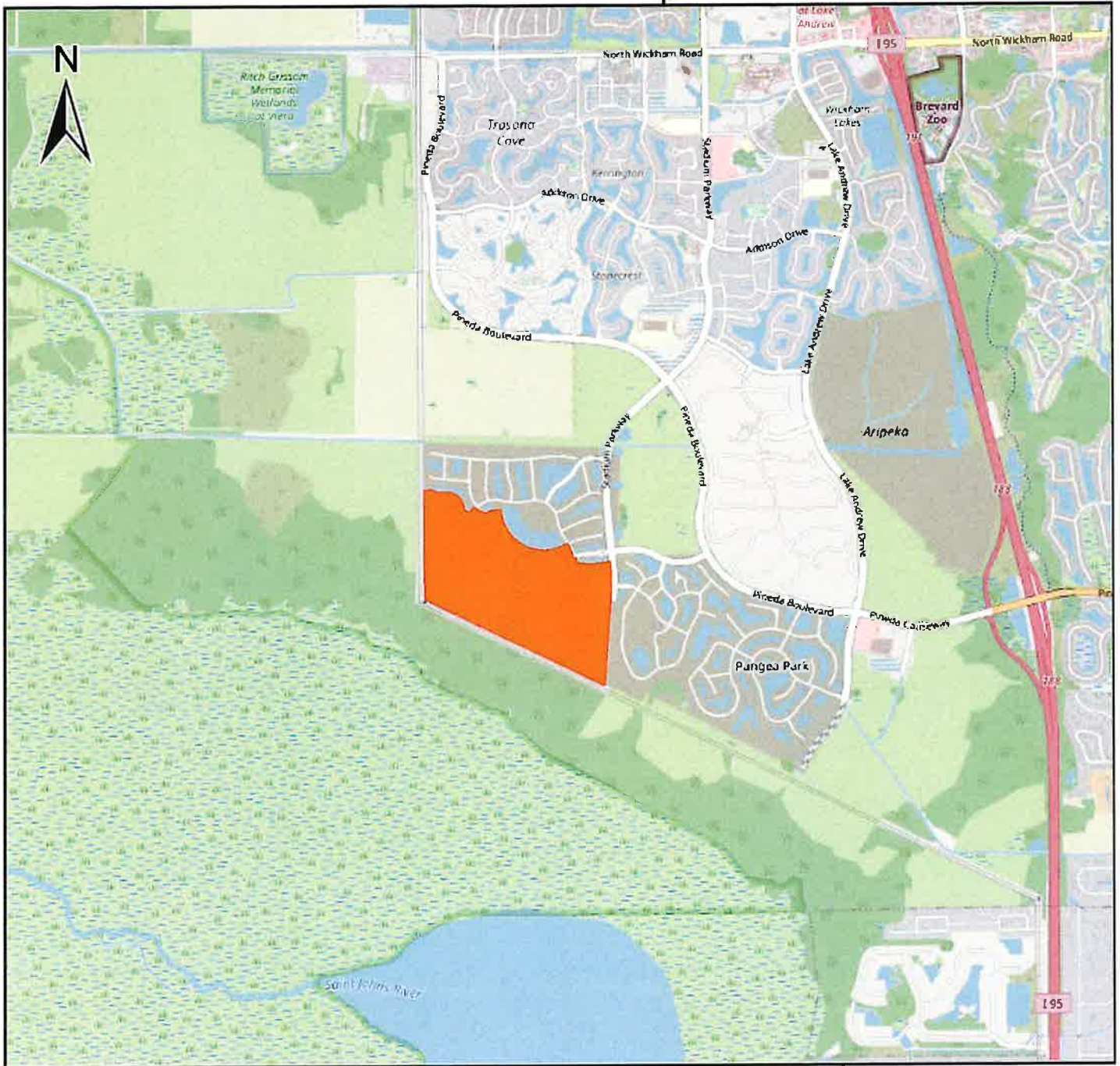
* MINUTELY SET
 * 20 CONDUITS/CHAINS
 * DEGREES
 AC ACRES
 AL ARC LENGTH
 BOC BEGINNING OF CURVE
 CB CHORD BEARING
 CH CHORD LENGTH
 CM CONCRETE MOMENT
 DE PRIVATE DAMAGE PAGE
 DEL CENTRAL SETBACK ANGLE
 E EXISTING



EASEMENT DETAIL

[illegible]

Location Map



Subject Property in Orange

Disclaimer: 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.

Scale: 1:48,000
1 inch equals 4,000 feet

