



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

9/12/2023

Subject:

Adopt Resolution and Release Performance Bond: Del Webb at Viera, Phase 3 Subdivision - District 4
Developer: Pulte Home Company, LLC

Fiscal Impact:

None

Dept/Office:

Public Works/Engineering

Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated November 15, 2022, for the above referenced project.

Summary Explanation and Background:

The Del Webb at Viera, Phase 3 subdivision is located within the Viera Development of Regional Impact (DRI), west of Stadium Parkway off of Del Webb Circle. There are no public rights-of-way within the subdivision. The subdivision contains 153 lots on 49.77 acres.

The Del Webb at Viera, Phase 3 subdivision received preliminary plat and final engineering plans on October 14, 2021, and final plat and contract approval November 15, 2022. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into a Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of August 17, 2023, the Del Webb at Viera, Phase 3 subdivision infrastructure improvements have been completed.

Reference: 21SD00003, 22FM00012

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.



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

September 13, 2023

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: Item F.5., Adopt Resolution and Release Performance Bond: Del Webb at Viera, Phase 3 Subdivision
Developer: Pulte Home Company, LLC

The Board of County Commissioners, in regular session on September 12, 2023, executed and adopted Resolution No. 23-096, releasing the Contract and Surety Performance Bond dated November 15, 2022, for the Del Web at Viera, Phase 3 Subdivision - Developer: Pulte Home Company, LLC. Enclosed are two fully-executed Resolutions.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/sm

Encls.(2)

RESOLUTION 23- 096

WHEREAS, the Board of County Commissioners of Brevard County, Florida and Pulte Home Company, LLC entered into a contract to guarantee the construction of improvements on property commonly known as Del Webb at Viera, Phase 3.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for private use at such time as said improvements were satisfactorily completed; and

WHEREAS, Pulte Home Company, LLC completed all of the infrastructure improvements and has requested that the executed contract approved on November 16, 2022, be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Del Webb at Viera, Phase 3.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on November 16, 2022.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 12th day of September 2023.

ATTEST:


Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair

As approved by the Board on September 12, 2023

Subdivision No. 21SD00003

Project Name Del Webb at Viera – Phase 3

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 15 day of NOVEMBER 20 22, 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 21SD00003. 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 15th day of NOVEMBER, 20 24.

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 \$ 3,422,712.16 _____. 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: Nov. 15, 2022.

WITNESSES:


Witness Name: Valera Lescano


Witness Name: Alexander Castro

PRINCIPAL:


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

10/25/22
DATE

State of: Florida

County of: Orange

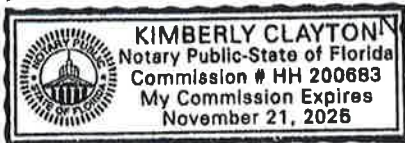
The foregoing instrument was acknowledged before me this 25th day of October 2022, by Aaron Struckmeyer who is personally known to me or who has produced personally known as identification and who ~~did~~ (did not) take an oath.

My commission expires: 11/21/2025

S E A L

Commission Number:

HH200683




Notary Public

Kimberly Clayton
Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

Bond #LICX1216480

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Company, LLC, hereinafter referred to as "Owner" and, Lexon 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 \$ 3,422,712.16, 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 15 day of NOVEMBER, 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 October 31, 2022, 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 6th day of October, 2022.

OWNER: Pulte Home Company, LLC

SEE ATTACHED

Gregory S. Rives, Assistant Treasurer

SURETY: Lexon Insurance Company

James I. Moore, Attorney-in-Fact



executed this 6th day of October, 2022.

Pulte Home Company, LLC

PRINCIPAL

A handwritten signature in cursive script, appearing to read "Gregory S. Rives", written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on October 6, 2022,
appeared Gregory S. Rives as 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: July 14, 2026



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarlesse M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moas as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexion Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 6/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of October, 2022.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/treasurydatacenter/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionGlobalAdministration@sompo-intl.com

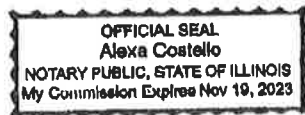
Telephone: 615-553-9500 Mailing Address: Sompo International, 12880 Lohan Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On October 6, 2022, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023



Alexa Costello
Alexa Costello, Notary Public
Commission No. 904586

RIDER

To be attached to and form a part of Bond No. LICX1216480

Effective: October 6, 2022

Bond Amount: \$3,422,712.16

Executed by: Pulte Home Company, LLC as Principal

and by: Lexon Insurance Company as Surety

in favor of: Board of County Commissioners of Brevard County, Florida as Obligee

In consideration of the mutual agreements herein contained, the Principal and Surety hereby consent to amending the completion date to:

"October 31, 2024"

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: October 6, 2022

Signed and Sealed: October 27, 2022

Principal: Pulte Home Company, LLC

By: **SEE ATTACHED** Gregory S. Rives
Assistant Treasurer

Surety: Lexon Insurance Company

By: 
Kelly A. Gardner, Attorney-in-Fact

executed this 27th day of October, 2022.

Pulte Home Company, LLC

PRINCIPAL

A handwritten signature in blue ink, appearing to read "G. S. Rives", is written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on October 27th, 2022,
appeared Gregory S. Rives as 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: July 14, 2026



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarlese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2022.

By: *Daniel S. Kufle*
Daniel S. Kufle, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

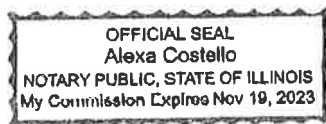
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On October 27, 2022, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023



Alexa Costello
Alexa Costello, Notary Public
Commission No. 904586

PLAT BOOK ____ . PAGE ____
SHEET : OF :



TRACT	AREA (ACRES)	TRACT AREA SUMMARY TABLE		TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY
TRACT J	1.78	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT K	3.43	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT L	2.02	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT M	2.14	VSD DRAINAGE SYSTEM, LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT N	0.73	SIDEWALKS, LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT O	0.06	SIDEWALKS, LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT P	0.12	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT Q	0.05	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT R	0.08	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT S	0.24	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT T	0.05	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT U	0.05	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT V	0.28	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT W	1.91	SIDEWALKS, LANDSCAPING, IRRIGATION, DRAINAGE, UTILITIES, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT X	2.35	SIDEWALKS, LANDSCAPING, IRRIGATION, UTILITIES, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT Y	0.35	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT Z	0.18	LANDSCAPING, IRRIGATION, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.
TRACT 22	7.71	VEHICULAR AND PEDESTRIAN INFRASTRUCTURE, WATER AND SEWAGE, UTILITIES, DRAINAGE, LANDSCAPING, IRRIGATION, LANDSCAPE, AND RELATED IMPROVEMENTS			DEL WEBB AT VERA HOMEOWNERS ASSOCIATION, INC.

[illegible]

* MINUTELINEET
 * SECONDSONMOVES
 * DECELS
 AC ACRES
 AL AND LENGTH
 CB BEGINNING OF CURVE
 CH CHORD BEARING
 CH CHORD LENGTH
 CM CONCRETE MOUNDS
 CP PRIVATE DRAINAGE E
 DEL CENTRAL DELTA AND
 E EAST
 EC END OF CURVE
 LA LUSTING

	B.S.E. CONSULTANTS, INC. 2000A Yucca - Encinitas - CA 92024 Tel: 619/436-1100 - Fax: 619/436-1101 Telex: 251101 - BSEI - BSEI - BSEI		DATE: 09/26/02 DESIGNED BY: INAL/CH DRAWING: 1100_302_001 REV: 01/08/02
	THIS PLAN PREPARED BY:		

[illegible]

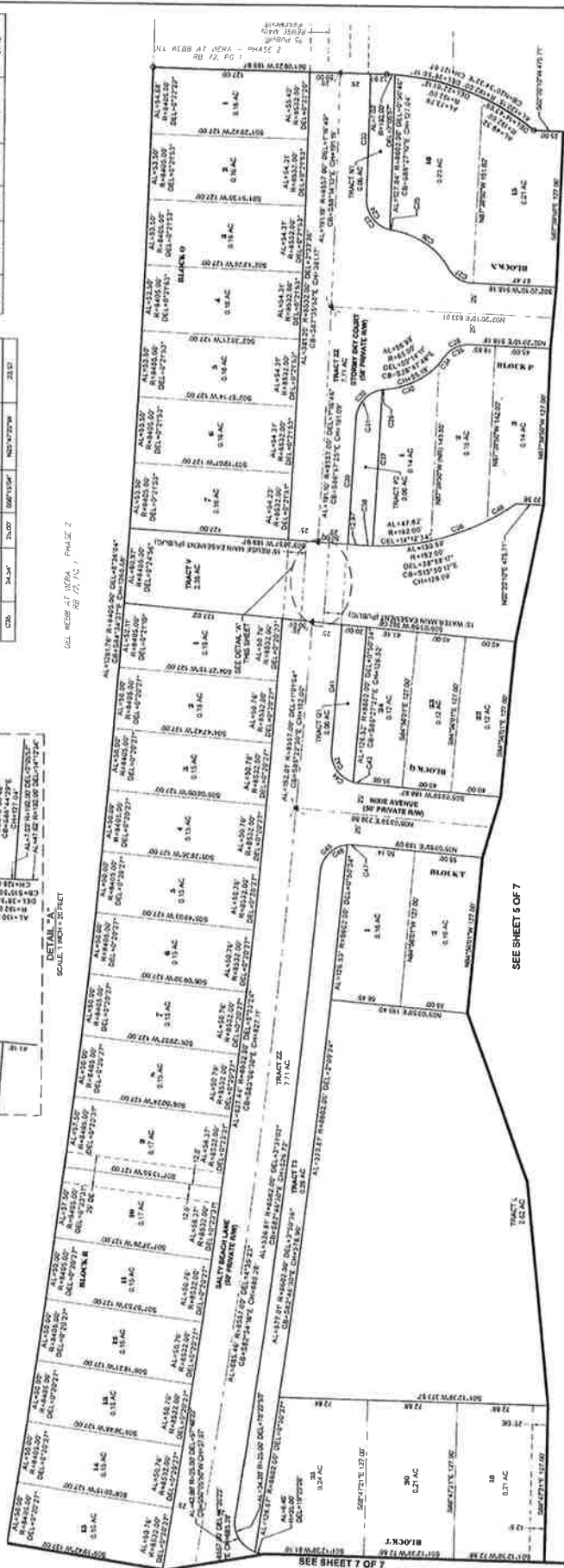
PLAT BOOK _____, PAGE _____
SHEET 8 OF 7

SURVEY SYMBOL LEGEND

SECTION CORNER, MARKED AS NOTED	PERMANENT REFERENCE MONUMENT (PRM), SET 4 IN. CH. CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4065, UNLESS OTHERWISE NOTED
PERMANENT CONTROL POINT (PCP), SET 4 IN. CH. CONCRETE MONUMENT WITH DISK STAMPED "PCP LB4065, UNLESS OTHERWISE NOTED	PERMANENT CONTROL POINT (PCP), SET 4 IN. CH. CONCRETE MONUMENT WITH DISK STAMPED "PCP LB4065, UNLESS OTHERWISE NOTED
SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4065, UNLESS OTHERWISE NOTED	SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4065, UNLESS OTHERWISE NOTED
FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4065, UNLESS OTHERWISE NOTED	FD 5/8" IRON ROD AND CAP STAMPED "PRM LB4065, UNLESS OTHERWISE NOTED

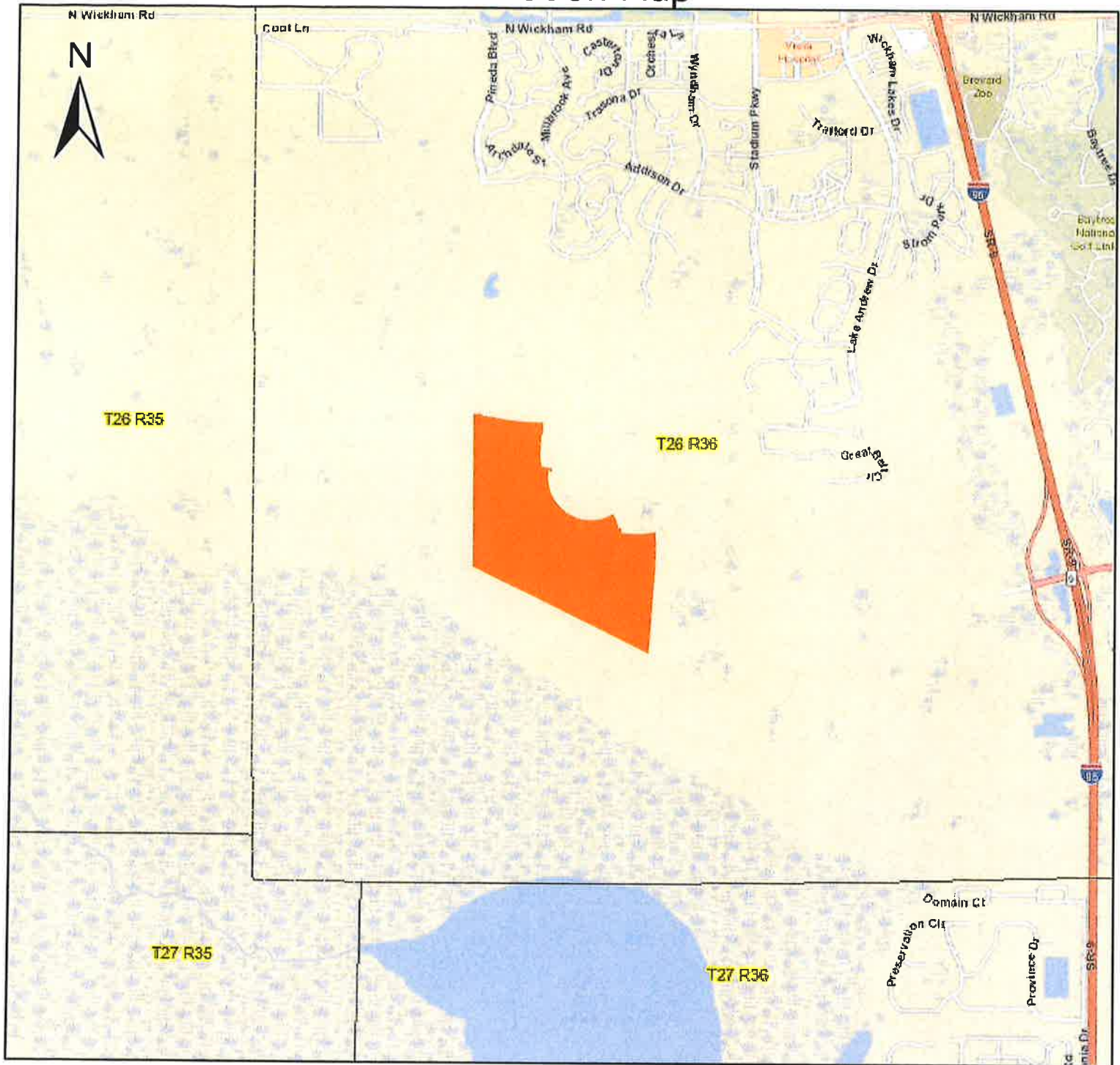
[illegible]

CLIQUE #	ARC LENGTH	RADIUS	SHAPE TYPE		CHORD LENGTH
			ANGLE	PERIMETER	
C03	24.50	23.80	90° 25' 21"	520° 00' 00"	31.80
C04	24.50	24.80	90° 25' 21"	519° 59' 59"	21.60
C05	2.10	75.00	90° 16' 50"	519° 59' 59"	2.10
C06	58.84	66.00	60° 00' 11"	483° 59' 59"	58.25
C07	24.54	69.00	90° 16' 50"	519° 59' 59"	58.25
C08	24.54	24.50	90° 16' 50"	483° 59' 59"	23.57
C09	2.10	25.00	90° 16' 50"	483° 59' 59"	2.10
C10	48.72	48.72	90° 16' 50"	483° 59' 59"	48.52
C11	34.50	35.00	90° 16' 50"	483° 59' 59"	31.60
C12	34.50	25.00	90° 16' 50"	483° 59' 59"	21.60
C13	162.40	6540.00	90° 11' 02"	508° 22' 11"	16.40
C14	23.34	75.00	90° 11' 02"	508° 22' 11"	7.25
C15	24.34	25.00	90° 11' 02"	508° 22' 11"	23.00



	B.E.E. CONSULTANTS, INC. 10000 130th - FARMINGTON, - LONG BEACH, CA 90803 TEL: (213) 639-1100 FAX: (213) 639-1101 CABLE: BEECONS INC.		DATE: 08/05/2022 DESIGNED BY: HANCOCK DRAWN BY: JALANWA 11/08 (JAL) 001 PROJECT #: 11508
	THIS PLAN PREPARED BY:		

Location Map



Buffer Boundary in Dark Orange

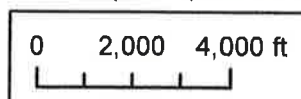
Subject Property in Orange

General County Information Layers

- County Boundary
- Township and Range

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



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