

Abbate, Frank

CLERK TO THE BOARD INSTRUCTIONS:

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

ATTACHMENTS:

Description

- ☐ **Bond**
- ☐ **Contract**
- ☐ **Plat**
- ☐ **Location Map**



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

April 11, 2018

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director

Attn: Rebecca Ragain

RE: Item II.A.9., Final Plat and Contract Approval for Loren Cove South – Phase 1 – The Viera Company

The Board of County Commissioners, in regular session on April 10, 2018, granted final plat approval; and authorized the Chair to execute the final plat and Contract for Loren Cove South, Phase 1, for The Viera Company. Enclosed is a fully-executed Contract and a certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK**

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

Subdivision No. 17SD-00004

Project Name Loren Cove S Phase 1 Infra Imp

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 10 day of April 2018, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and THE VIERA COMPANY, 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:
LOREN COVE SOUTH AT ADDISON VILLAGE PHASE 1 INFRASTRUCTURE IMPROVEMENTS

and all other improvements depicted in subdivision number 17SD-00004. 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 30th day of MARCH, 2019.

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 \$251,951.88. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. 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

Scott Ellis, Clerk

Rita Pritchett, Chair

As approved by the Board on: April 10, 2018.

WITNESSES:

PRINCIPAL: The Viera Co.

Mary Ellen McKibben

Todd J. Pokrywka, Sr. Vice President

Maureen E. Exposito

2-14-18
DATE



State of: Florida

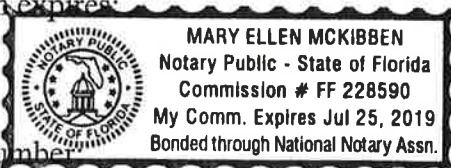
County of: Brevard

The foregoing instrument was acknowledged before me this 14th day of Feb 2018, by Todd J. Pokrywka, Sr. V. Pres. 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



Mary Ellen McKibben
Notary Public

Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 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 \$251,951.88 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 ____ day of _____, 20____, which contract is made a part hereof by reference.

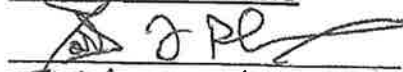
NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by March 30, 2019 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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 14th day of Feb, 2018.

OWNER:

THE VIERA COMPANY
Todd J. Pokrywa, Sr. Vice Pres

SURETY:

Travelers Casualty and Surety Company of America

By:


Betty R. Suttle, Attorney-in-Fact

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

232419

Certificate No. 007298094

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas M. Cotton, and Christine St John

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of July, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 18th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of February, 20 18.


Kevin E. Hughes, Assistant Secretary

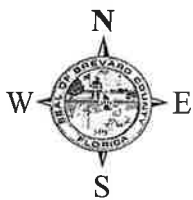
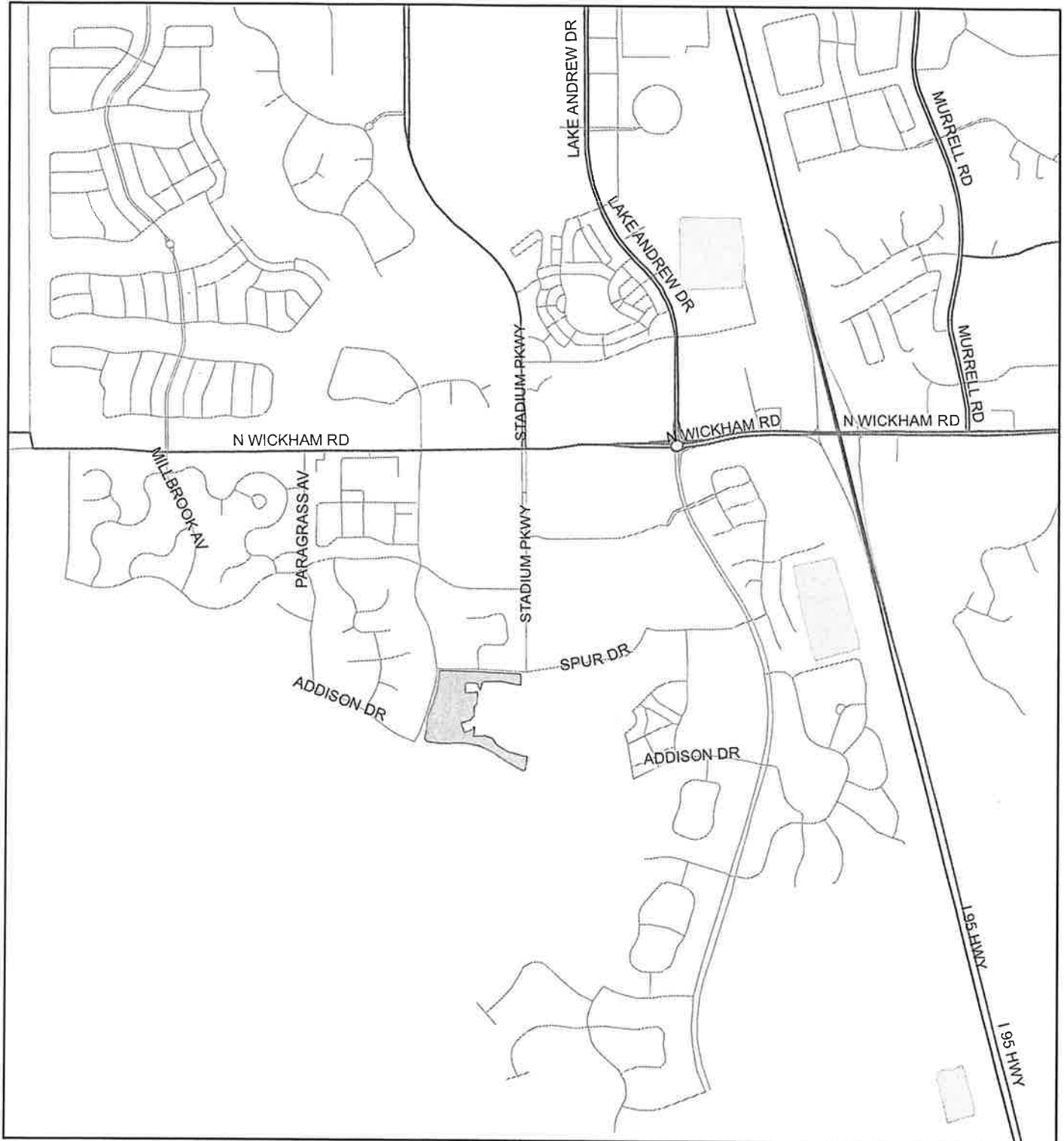


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

KEY MAP
 NTL[illegible]

- 
B.E.E. CONSULTANTS, INC.
 2000 W. 10th Avenue, Suite 100
 Denver, CO 80202
 Tel: 303.733.1111
 Fax: 303.733.1112
 www.beeconsultants.com

LOCATION MAP
LOREN COVE SOUTH - PHASE 1
17SD00004



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 the Brevard County Planning and Zoning Office - GIS Section Date: 11/9/2017



FLAT BOOK _____ PAGE _____
SHEET 3 OF 6
SECTION 18, TOWNSHIP 38 SOUTH, RANGE 38 EAST

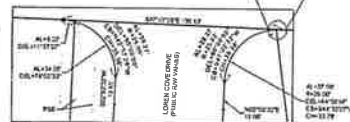


ABBREVIATIONS

- [illegible]

LINE TABLE		
Line #	DESCRIPTION	LINE ITEM
1.1	600000000000	10.00
1.2	600000000000	10.00

CUMULATIVE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	28.27	25.30'	80°00'00"	N48°10'35"W	55.30'
C2	39.07	33.00'	80°00'00"	S47°02'27"W	55.30'
C3	15.74	145.30'	0°00'00"	S12°52'56"W	16.13'
C4	9.62	55.00'	0°00'00"	S12°52'56"W	9.80'



DETAILS NOT TO SCALE

SURVEY SYMBOL LEGEND

- SURVEY SYMBOL LEGEND**
-  PERMANENT REFERENCE MARKING (RMS) SET IN 4" X 4" CONCRETE NEARWATER WITH DIM STAMPED IN PLUMB LINE, UNLESS OTHERWISE NOTED
-  PERMANENT REFERENCE MARKING (RMS) SET IN 4" X 4" CONCRETE NEARWATER WITH DIM STAMPED IN PLUMB LINE, UNLESS OTHERWISE NOTED
-  PERMANENT CONTROL MARK (PCM) SET IN 4" X 4" CONCRETE NEARWATER WITH DIM STAMPED IN PLUMB LINE, UNLESS OTHERWISE NOTED
-  QUARTER SECTION CORNER MARKED AS NOTED
-  SET IN 5" X 8" IRON ROD AND CAP STAMPED PERM LOCKED, UNLESS OTHERWISE NOTED



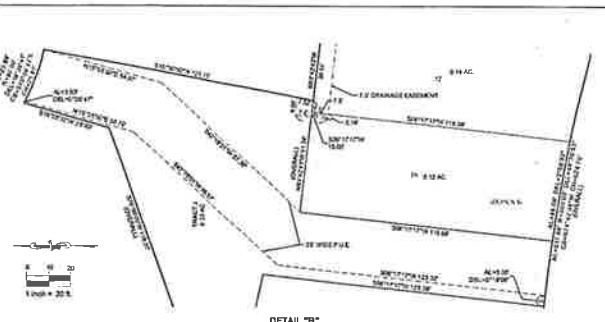
1 inch = 60 feet

M.B.E. CONSULTANTS, INC. STRUCTURAL ENGINEERING, L.L.C. 4000 W. 10th Avenue, Suite 100 Denver, CO 80202 Tel: 303.733.1111 Fax: 303.733.1112	DATE: 05/20/01 DESIGNED BY: HAD DRAWING: 11027
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PLAT BOOK __, PAGE __
SHEET 4 OF 6
SECTION 16, TOWNSHIP 28 SOUTH, RANGE 18 EAST



CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
10	8.71	148.00	3°11'30"	N85°52'00"E	8.71
24	438.67	1748.00	1°33'30"	S89°13'00"E	438.67



DETAIL "B"
25' WIDE PUBLIC UTILITY EASEMENT

ED	EDUCATIONAL BACKGROUND	FE	FEST
EG	EGG DASHION	FG	FOGNET
EH	EHIO	FI	FICTIONAL CHARACTER
EJ	EMERSON	FJ	FJ
EK	NOT RACIAL	FK	FL
EL	EL	FL	FL
EM	ELIOT	FM	FM
EN	ENCLAVE	FN	FN
EO	ENCLAVE	FO	FO
EP	ENCLAVE	FP	FP
EQ	ENCLAVE	FQ	FQ
ER	ENCLAVE	FR	FR
ES	ENCLAVE	FS	FS
ET	ENCLAVE	FT	FT
EU	ENCLAVE	FT	FT
EV	ENCLAVE	FT	FT
EW	ENCLAVE	FT	FT
EX	ENCLAVE	FT	FT
EY	ENCLAVE	FT	FT
EZ	ENCLAVE	FT	FT
FA	ENCLAVE	FT	FT
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FG	ENCLAVE	FT	FT
FH	ENCLAVE	FT	FT
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FJ	ENCLAVE	FT	FT
FK	ENCLAVE	FT	FT
FL	ENCLAVE	FT	FT
FM	ENCLAVE	FT	FT
FN	ENCLAVE	FT	FT
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FZ	ENCLAVE	FT	FT
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IB	ENCLAVE	FT	FT
IC	ENCLAVE	FT	FT
ID	ENCLAVE	FT	FT
IE	ENCLAVE	FT	FT
IF	ENCLAVE	FT	FT
IG	ENCLAVE	FT	FT
IH	ENCLAVE	FT	FT
II	ENCLAVE	FT	FT
IJ	ENCLAVE	FT	FT
IK	ENCLAVE	FT	FT
IL	ENCLAVE	FT	FT
IM	ENCLAVE	FT	FT
IN	ENCLAVE	FT	FT
IO	ENCLAVE	FT	FT
IP	ENCLAVE	FT	FT
IQ	ENCLAVE	FT	FT
IR	ENCLAVE	FT	FT
IS	ENCLAVE	FT	FT
IT	ENCLAVE	FT	FT
IU	ENCLAVE	FT	FT
IV	ENCLAVE	FT	FT
IW	ENCLAVE	FT	FT
IX	ENCLAVE	FT	FT
IY	ENCLAVE	FT	FT
IZ	ENCLAVE	FT	FT
JA	ENCLAVE	FT	FT
JB	ENCLAVE	FT	FT
JC	ENCLAVE	FT	FT
JD	ENCLAVE	FT</	



	E.E. CONSULTANTS, INC. CONSULTING ENGINEERS AND ARCHITECTS 10000 E. 15th Avenue, Suite 100, Denver, CO 80231 (303) 751-1111		DATE: 03/07/08 DESIGNED BY: WAB DRAWING NO.: 11001-01-001 PROJECT: 11001
	PROJECT: 11001-01-001 PROJECT: 11001-01-001		PROJECT: 11001-01-001 PROJECT: 11001-01-001

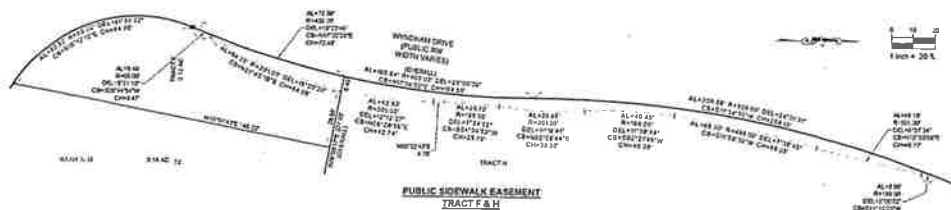
PLAT BOOK PAGE
SHEET 6 OF 8
SECTION 12, TOWNSHIP 28 SOUTH, RANGE 28 EAST



SURVEY SYMBOL LEGEND

- SYMBOLS REQUIRED
- PERMANENT REFERENCE MARKING SHALL BE SET AND
 1. ALL CONCRETE SURFACES WITH ONE OF THE MARKS
 2. A MARK, UNLESS OTHERWISE NOTED
 - PERMANENT REFERENCE MARKING SHALL BE SET AND
 3. ALL CONCRETE SURFACES WITH ONE OF THE MARKS
 4. UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT SHALL BE SET
 5. PAVEMENT AND ROAD AND ONE OF THE MARKS
 6. UNLESS OTHERWISE NOTED
 - QUANTIFY SECTION CORNER MARKS AS NOTED
 - SET SURFACING AND ROAD CAP STAMPED PERMITS
 7. UNLESS OTHERWISE NOTED

ABBREVIATIONS

[illegible]

B.E. CONSULTANTS, INC.
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Fax: (817) 335-1112
E-Mail: info@beconsultants.com
Website: www.beconsultants.com