



AGENDA REPORT
May 7, 2019

Resolution and Release of Performance Bond, Re: Trasona at Addison Village, Phase 8 Subdivision - The Viera Company (District 4)

SUBJECT:

Adopt Resolution and Release Performance Bond: Trasona at Addison Village, Phase 8

FISCAL IMPACT:

None - FY 18/19

DEPT/OFFICE:

Public Works

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 April 10, 2018 for the above referenced project.

SUMMARY EXPLANATION and BACKGROUND:

Trasona at Addison Village, Phase 8 subdivision is located within the Viera DRI, south of Wickham Road, on the west side of Lake Andrew Drive. The proposed subdivision contains 152 single-family units on 60.94 acres.

The Trasona at Addison Village, Phase 8 subdivision received preliminary plat and final engineering plans on September 10, 2015, and final plat and contract approval on April 10, 2018. 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 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 April 24, 2019, the Trasona at Addison Village, Phase 8 subdivision infrastructure improvements have been completed.

Reference: 14SD-00541

CLERK TO THE BOARD INSTRUCTIONS:

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

ATTACHMENTS:

Description

- ▢ **Resolution**
- ▢ **Copy of Subdivision Contract and Surety Performance Bond**



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

May 8, 2019

M E M O R A N D U M

TO: Corinna Gumm, Interim Public Works Director

RE: Item F.13., Resolution and Release of Performance Bond for Trasona at Addison Village, Phase 8 Subdivision – The Viera Company

The Board of County Commissioners, in regular session on May 7, 2019, adopted Resolution No. 19-082, releasing the Contract and Surety Performance Bond dated April 10, 2018, for Trasona at Addison Village, Phase 8 Subdivision; and authorized the Chair to execute the Resolution. Enclosed is a fully-executed and a certified copy of the Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

RESOLUTION 19- 082

WHEREAS, the Board of County Commissioners of Brevard County, Florida and The Viera Company entered into a contract to guarantee the construction of improvements on property commonly known as Trasona at Addison Village, Phase 8.

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

WHEREAS, The Viera Company completed all of the infrastructure improvements and has requested that the executed contract approved on April 10, 2018 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 Trasona at Addison Village, Phase 8.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on April 10, 2018.
3. This Resolution shall take effect immediately upon adoption.

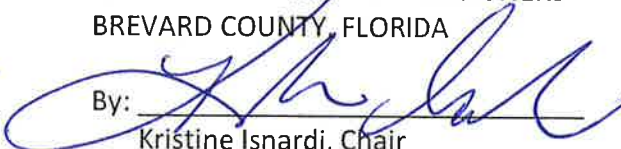
DONE, ORDERED, AND ADOPTED in Regular Session the 7th day of May 2019.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 

Kristine Isnardi, Chair

As approved by the Board on May 7, 2019

Subdivision No. 14SD-00541/17SD00020

Project Name Trasona@AddisonVillage Phase 8

**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:
TRASONA AT ADDISON VILLAGE PHASE 8 INFRASTRUCTURE IMPROVEMENTS

and all other improvements depicted in subdivision number 14SD-00541/17SD00020. 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 APRIL, 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 \$3,524,363.75. 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:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair

As approved by the Board on: April 10, 2018

WITNESSES:

Mary Ellen McKibben

Valerie Exposito

PRINCIPAL: The Viera Co.

Todd J. Pokrywa, President

DATE

3-12-18

State of: Florida

County of: Brevard

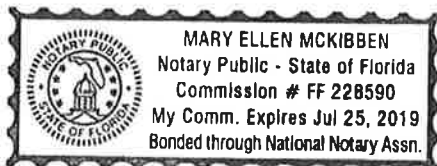
The foregoing instrument was acknowledged before me this 12th day of March 2018, by Todd J. Pokrywa, SVP who is personally known to me or who has produced as identification and who did (did not) take an oath.

My commission expires:

Mary Ellen McKibben
Notary Public

Commission Number:

Mary Ellen McKibben
Notary Name printed, typed or stamped



[illegible][illegible]

CERTIFICATE OF SUPERVISOR

- [illegible]

EXHIBIT 10-12 The Library process for creating and reviewing

CERTIFICATE OF DISPARITY OF NEGOTIATION
BY BOARD OF COUNTY COMMISSIONERS

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CERTIFICATE OF APPROVAL
BY BOARD OF COUNTY COMMISSIONERS

RECEIVED BY THE BOARD OF DIRECTORS OF THE BOARD OF DIRECTORS
OF THE BOARD OF DIRECTORS

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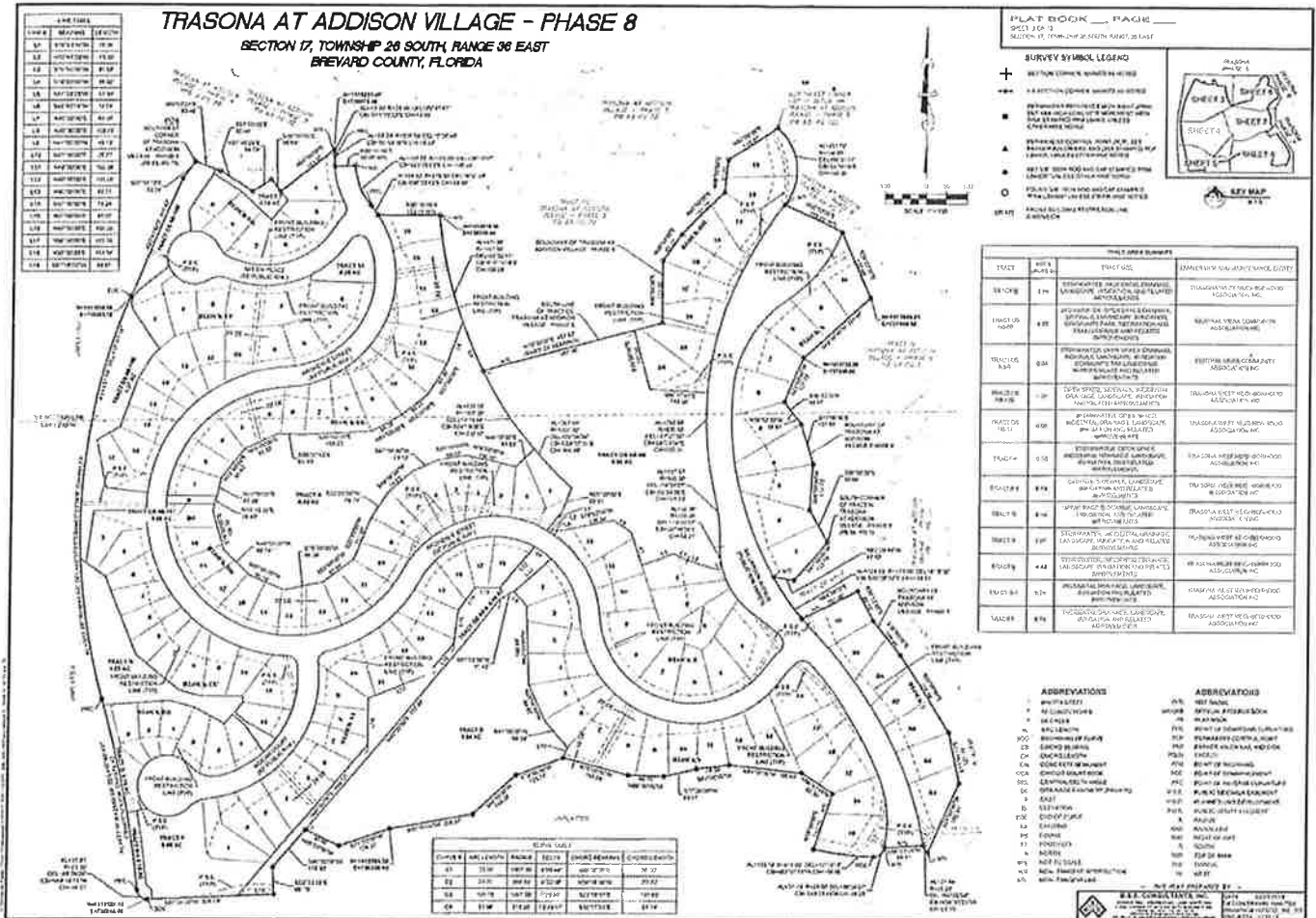
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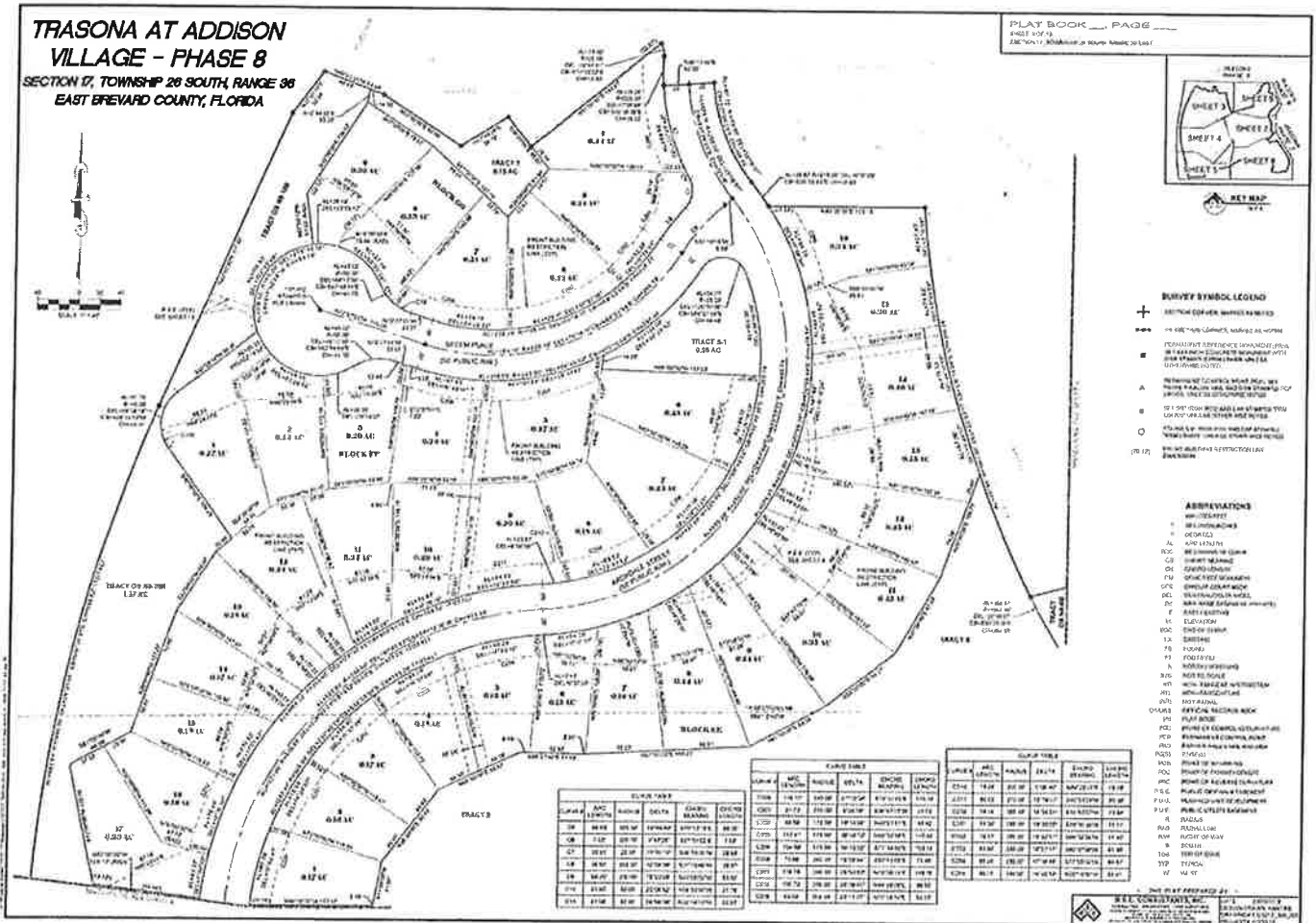
SECTION 17, TOWNSHIP 28 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

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W.B. CONKLIN & CO.
 General Sales Representatives for the South
 1000 North 1st Street, Suite 100
 Tampa, FL 33602
 Phone: (813) 241-1111
 Fax: (813) 241-1112

SECTION 17, TOWNSHIP 28 SOUTH, RANGE 38
EAST BREVARD COUNTY, FLORIDA

PLAY BOOK __, PAGE __
PAGE NO. 4
THEY WENT TO THE STORE TO BUY SOME MORE TOAST

[illegible]

**TRASONA AT ADDISON
VILLAGE - PHASE 8**
SECTION 17, TOWNSHIP 28 SOUTH, RANGE 38
EAST BREVARD COUNTY, FLORIDA

PLAY BOOK __, PAGE ____
DATE OCT 13
LESSON 11. Theology of the Western Church

[illegible]

ABBREVIATION
 MPP = methylphenidate

ABBREVIATIONS

TABLE 1		
Year	Number	Length
1990	100,000	100 ft

[illegible][illegible]

	U.S. DEPARTMENT OF THE TREASURY OFFICE OF THE INSPECTOR GENERAL 1100 L STREET, N.W. WASHINGTON, D.C. 20540-6001 (202) 258-5000	U.S. DEPARTMENT OF THE TREASURY OFFICE OF THE INSPECTOR GENERAL 1100 L STREET, N.W. WASHINGTON, D.C. 20540-6001 (202) 258-5000
	U.S. DEPARTMENT OF THE TREASURY OFFICE OF THE INSPECTOR GENERAL 1100 L STREET, N.W. WASHINGTON, D.C. 20540-6001 (202) 258-5000	U.S. DEPARTMENT OF THE TREASURY OFFICE OF THE INSPECTOR GENERAL 1100 L STREET, N.W. WASHINGTON, D.C. 20540-6001 (202) 258-5000

SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36
EAST BREVARD COUNTY, FLORIDA



PLAT BOOK __, PAGE __
SHEET 1 of 1
SECTION 17 TOWNSHIP 36 SOUTH RANGE 95 EAST



Sample #	WPC SPACING	Age (yr)	CRACK WIDTH	CRACK DIRECTION	CRACK LENGTH
0024	12.00	199.00	0.0010	Horizontal	34.00
0030	12.00	200.00	0.0007	Horizontal	40.00

SURVEY SYMBOL LEGEND

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APPENDIX 1

- | | |
|---------------|---------------------|
| ASTORIA JONES | |
| 1 | 2000-2001 |
| 2 | Volunteer Assistant |
| 3 | 2001-2002 |
| 4 | 2002-2003 |
| 5 | 2003-2004 |
| 6 | 2004-2005 |
| 7 | 2005-2006 |
| 8 | 2006-2007 |
| 9 | 2007-2008 |
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| 120 | 2118-2119 |
| 121 | 2119-2120 |
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| 155 | 2153-2154 |
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ADAPTATION

- [illegible]

**SECTION 17, TOWNSHIP 28 SOUTH, RANGE 36
EAST BREVARD COUNTY, FLORIDA**

AL	ALCOHOL
AS	ASTHMA
CA	CANCER
CH	CHILDREN
CO	COLORED PEOPLE
CR	CRIMINALS
CU	CUBANS
DE	DEMENT
DI	DIABETES
DR	DRUGS
EA	EAST ASIAN
EL	ELDERLY
EM	EMERGENCY
EN	ENGLISH
EP	EPIDEMIOLOGY
ES	ESPANOL
EU	EUROPEAN
EX	EXPERIMENT
FA	FAITH
FE	FEELINGS
FI	FINNISH
FL	FLU
FO	FOOD
FR	FRANCE
GA	GAY
GE	GERMANS
GL	GLASS
GR	GREEK
GU	GUYANAN
HA	HAIITIAN
HE	HEALTH
HI	HINDU
HO	HOMOSEXUAL
HU	HUNGARIAN
IA	INDIAN
IB	IBERIAN
IC	ICELANDIC
ID	INDONESIAN
IE	IRISH
IL	ILLINOIS
IM	IMMIGRANT
IN	INDIAN
IO	INDONESIA
IP	IPV
IR	IRANIAN
IS	ISRAELI
IT	ITALIAN
JA	JAPANESE
JE	JERSEY
JG	JUNG
JO	JORDANIAN
JP	JAPANESE
KA	KANSAS
KE	KENYAN
KI	KIOWA
KO	KOREAN
LA	LAOSIAN
LE	LEBANON
LI	LITHUANIAN
LO	LOUISIANA
LU	LUXEMBOURG
LV	LATVIAN
MA	MALAYSIAN
MC	MONTENEGRO
MD	MARYLAND
ME	MAINE
MI	MICHIGAN
MM	MYANMAR
MO	MONTANA
MP	MALAYSIA
MR	MEXICAN
MS	MISSISSIPPI
MT	MONTANAN
MU	MURDER
NA	NORWEGIAN
NE	NEBRASKA
NI	NICARAGUAN
NL	DUTCH
NO	NORWAY
NU	NUOVE
NY	NEW YORK
OR	OREGON
PA	PANAMA
PE	PERU
PI	PIRENEAN
PL	POLISH
PO	POPE
PR	Puerto Rican
PT	PORTUGUESE
PU	PURITAN
RA	RACIAL
RE	REPUBLIC
RI	RHODE ISLAND
RO	ROMANIAN
RU	RUSSIAN
SA	SACRAMENTO
SC	SCOTLAND
SD	SOUTH DAKOTA
SE	SENEGAL
SI	SLOVENIA
SK	SLOVAK
SL	SLOVENIAN
SN	SENEGAL
SO	SOUTH
SP	SPANISH
SR	SURINAM
SS	SS
ST	ST. LOUIS
SV	SVENSK
SW	SWEDISH
SY	SYRIAN
TA	TAIWANESE
TE	TEXAS
TH	THAI
TI	TIMOR
TO	TOKYO
TR	TURKISH
TS	TSAI
TU	TURKEY
TV	TV
TX	TEXAS
UN	UNITED NATIONS
US	UNITED STATES
UT	UTAH
VA	VIRGINIA
VE	VENEZUELAN
VI	VICTIM
VN	Vietnamese
WA	WASHINGTON
WI	WISCONSIN
WO	WOMAN
WY	WYOMING
XA	XAVIER
YU	YUGOSLAV
ZA	ZAMBIA
ZI	ZIMBABWE
ZO	ZOO

[illegible]

- ✚ ELECTRON CONDUCTION: MAXIMIZED AT 100%
 THE LARGEST CARRIER CONCENTRATION OF 100%
- PTYPE SEMICONDUCTOR: 100% HOLE CONCENTRATION
 100% HOLE CONCENTRATION: 100% HOLE CONCENTRATION
 100% HOLE CONCENTRATION: 100% HOLE CONCENTRATION
- ▲ PREDOMINANTLY CONTROL POINT: 100%
 PREDOMINANTLY CONTROL POINT: 100%
 PREDOMINANTLY CONTROL POINT: 100%
- B 100% HOLE CONCENTRATION: 100% HOLE CONCENTRATION
 100% HOLE CONCENTRATION: 100% HOLE CONCENTRATION
- 100% HOLE CONCENTRATION: 100% HOLE CONCENTRATION
 100% HOLE CONCENTRATION: 100% HOLE CONCENTRATION

(10/17)



	WEE CONSULTING INC.	4150 14th Ave. S.W.	4150 14th Ave. S.W.
	10000 1st Ave. S.W.	10000 1st Ave. S.W.	10000 1st Ave. S.W.
	10000 1st Ave. S.W.	10000 1st Ave. S.W.	10000 1st Ave. S.W.
	10000 1st Ave. S.W.	10000 1st Ave. S.W.	10000 1st Ave. S.W.

SECTION 17, TOWNSHIP 28 SOUTH, RANGE 38
EAST BREVARD COUNTY, FLORIDA

SURVEY SYMBOL LEGEND

	STATION POINT OR POINT OF INTEREST
	BOUNDARY LINE (FENCE, RAILROAD, ETC.)
	WATER FEATURE (LAKE, RIVER, OCEAN, ETC.)
	WELL OR SPRING
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
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	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)
	WELL OR SPRING (WITH PUMP)

PLAT BOOK __, PAGE __
 PRICE \$15.00
 SECTION 17 TO 20 AND 26 SOUTH RANGE 71 EAST

[illegible][illegible]

Oxidative Tissue					
Substrate	ATP mole/mole	ATP/ATP _{max}	ATP/ATP _{max}	ATP/ATP _{max}	ATP/ATP _{max}
1.5h	0.00	0.00	0.00	0.00	0.00
3.0h	0.00	0.00	0.00	0.00	0.00
4.5h	0.00	0.00	0.00	0.00	0.00
6.0h	0.00	0.00	0.00	0.00	0.00
7.5h	0.00	0.00	0.00	0.00	0.00
9.0h	0.00	0.00	0.00	0.00	0.00
10.5h	0.00	0.00	0.00	0.00	0.00
12.0h	0.00	0.00	0.00	0.00	0.00
13.5h	0.00	0.00	0.00	0.00	0.00
15.0h	0.00	0.00	0.00	0.00	0.00
16.5h	0.00	0.00	0.00	0.00	0.00
18.0h	0.00	0.00	0.00	0.00	0.00
19.5h	0.00	0.00	0.00	0.00	0.00
21.0h	0.00	0.00	0.00	0.00	0.00
22.5h	0.00	0.00	0.00	0.00	0.00
24.0h	0.00	0.00	0.00	0.00	0.00
25.5h	0.00	0.00	0.00	0.00	0.00
27.0h	0.00	0.00	0.00	0.00	0.00
28.5h	0.00	0.00	0.00	0.00	0.00
30.0h	0.00	0.00	0.00	0.00	0.00
31.5h	0.00	0.00	0.00	0.00	0.00
33.0h	0.00	0.00	0.00	0.00	0.00
34.5h	0.00	0.00	0.00	0.00	0.00
36.0h	0.00	0.00	0.00	0.00	0.00
37.5h	0.00	0.00	0.00	0.00	0.00
39.0h	0.00	0.00	0.00	0.00	0.00
40.5h	0.00	0.00	0.00	0.00	0.00
42.0h	0.00	0.00	0.00	0.00	0.00
43.5h	0.00	0.00	0.00	0.00	0.00
45.0h	0.00	0.00	0.00	0.00	0.00
46.5h	0.00	0.00	0.00	0.00	0.00
48.0h	0.00	0.00	0.00	0.00	0.00
49.5h	0.00	0.00	0.00	0.00	0.00
51.0h	0.00	0.00	0.00	0.00	0.00
52.5h	0.00	0.00	0.00	0.00	0.00
54.0h	0.00	0.00	0.00	0.00	0.00
55.5h	0.00	0.00	0.00	0.00	0.00
57.0h	0.00	0.00	0.00	0.00	0.00
58.5h	0.00	0.00	0.00	0.00	0.00
60.0h	0.00	0.00	0.00	0.00	0.00
61.5h	0.00	0.00	0.00	0.00	0.00
63.0h	0.00	0.00	0.00	0.00	0.00
64.5h	0.00	0.00	0.00	0.00	0.00
66.0h	0.00	0.00	0.00	0.00	0.00
67.5h	0.00	0.00	0.00	0.00	0.00
69.0h	0.00	0.00	0.00	0.00	0.00
70.5h	0.00	0.00	0.00	0.00	0.00
72.0h	0.00	0.00	0.00	0.00	0.00
73.5h	0.00	0.00	0.00	0.00	0.00
75.0h	0.00	0.00	0.00	0.00	0.00
76.5h	0.00	0.00	0.00	0.00	0.00
78.0h	0.00	0.00	0.00	0.00	0.00
79.5h	0.00	0.00	0.00	0.00	0.00
81.0h	0.00	0.00	0.00	0.00	0.00
82.5h	0.00	0.00	0.00	0.00	0.00
84.0h	0.00	0.00	0.00	0.00	0.00
85.5h	0.00	0.00	0.00	0.00	0.00
87.0h	0.00	0.00	0.00	0.00	0.00
88.5h	0.00				

	B. L. CONSTRUCTION, INC. 10000 N. 10th St., Suite 100 Phoenix, Arizona 85020 (602) 998-1000	10000 N. 10th St., Suite 100 Phoenix, Arizona 85020 (602) 998-1000
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Hand-drawn map of the study area. The map shows a large irregular shape representing the study area. Inside this shape, there is a smaller irregular shape representing the study site. The study site is labeled 'S' and 'Study site'. The study area is labeled 'Study area'.

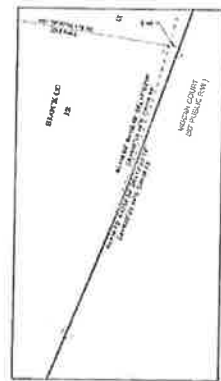
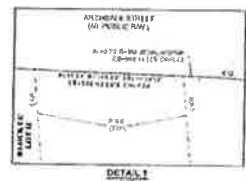
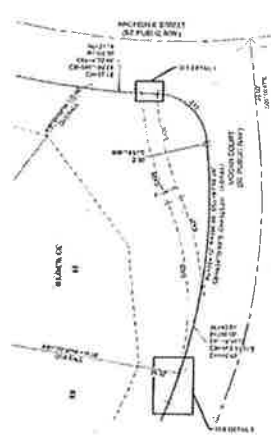
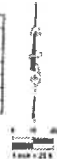
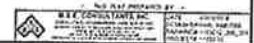


Table 2 (continued)					
Case #	Length	Radius	Depth	Cross-sectional area	Chord length
CC1	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC2	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC3	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC4	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC5	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC6	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC7	10.50	15.50	62.70/20.0	800.75/10.0	61.00
CC8	10.50	15.50	62.70/20.0	800.75/10.0	61.00



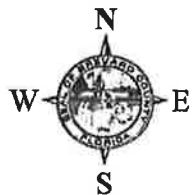
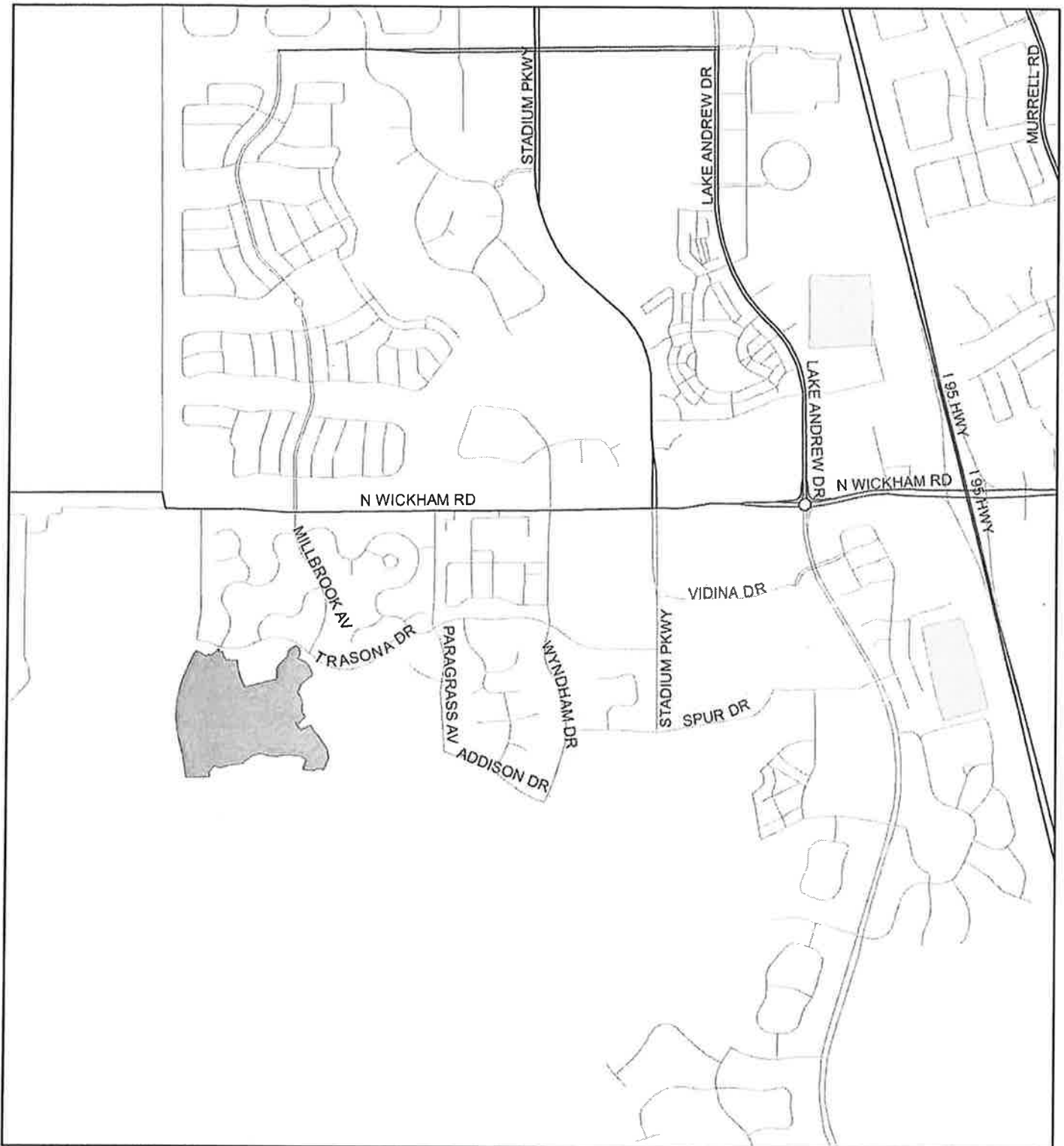
PUBLIC SIDEWALK EASEMENT OBTAIN
 ARCHDALE STREET
 LOTS 11-12 BLOCK CC

- [illegible]



LOCATION MAP

TRASONA at ADDISON VILLAGE - PHASE 8
17SD00024



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: 2/12/2018

Bond # 106772349

Trasona at Addison Village Phase 8
Infrastructure Improvements
14SD-00541/17SD00020

SURETY PERFORMANCE BOND

18BD 00009

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 \$3,524,363.75 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 10th day of April, 2018, 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 30, 2019 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

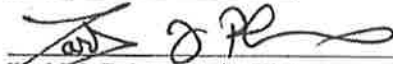
If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, 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 12th day of March, 2018.

OWNER:

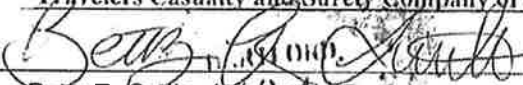
THE VIERA COMPANY


Todd J. Pokrywa, Sr. Vice President

SURETY:

Travelers Casualty and Surety Company of America

By:


Betty R. Suttle, Attorney-in-Fact





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. 007314224

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, Christine St. John, and Betty R. Suttle

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 31st 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



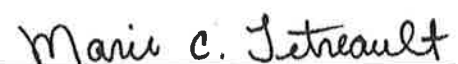
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 31st 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, 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, Notary Public