Agenda Report

Zrevard

2725 Judge Fran Jamieson Way Viera, FL 32940

Consent

F.5.

3/24/2020

Subject:

Final Plat and Contract Approval, Re: Panther Ridge Phase 3 (20SD00002) (District 1)

Developer: D.R. Horton, Inc.

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for Panther Ridge Phase 3.

Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on March 9, 2017. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on October 24, 2017. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Panther Ridge Phase 3 subdivision, and has determined that it is in compliance with the applicable ordinances.

Panther Ridge Phase 3 is located in the Sharpes area, about .25 miles south of Camp Road. The proposed subdivision contains 66 lots on 12.68 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 17SD00006, 20SD00002

Contact: Rebecca Ragain, Assistant Director, Extension 58250

Clerk to the Board Instructions:

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



FLORIDA'S SPACE COAST

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



March 25, 2020

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item F.5., Final Plat and Contract Approval for Panther Ridge Phase 3 (20SD00002) – D.R. Horton, Inc.

The Board of County Commissioners, in regular session on March 24, 2020, authorized the Chair to sign and granted final plat approval for Panther Ridge Phase 3 (20SD00002) – D.R. Horton, Inc.; and approved the Contract, subject to minor changes, if necessary, receipt of all documents required for recording, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is fully-executed Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS SCOTT ELLIS, CLERK

/ds

Encl. (1)

Subdivision No. 20500000 1750000 Project Name Panther Ridge

Subdivision Infrastructure Contract

THIS CONTRACT entered into this 3 day of Merch, 2020, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and D.H. Horton, Inc., 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: All water, sanitary sewer, paving, drainage, grading, site work, pavement marking and signage and all other improvements depicted in subdivision number 17SD00006 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 1st day of June, 2021 .

- 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 \$935,555.43. 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: **BOARD OF COUNTY COMMISSIONERS** OF BREVARD COUNTY, FLORIDA Scott Ellis, Clei As approved by the Board on: March 24, 2020. WITNESSES: PRINCIPAL: Assistant Secretary 3/3/2020 DATE Ricardo Corona State of: Florida County of: Brevard The foregoing instrument was acknowledged before me this 3rd day of March Daniel Liparini who is personally known to me or who has produced as identification and who did (did not) take an oath. My commission expires: S E A LCommission Number: Sonja Pedretti Notary Name printed, typed or stamped

Thumannin

SURETY PERFORMANCE BOND

Bond No. 30095850

KNOW ALI	_ MEN BY	THESE	PRESENTS:
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KNOW ALL MEN BY T	HESE PRESENTS:		
"Surety", are held an COUNTY, FLORIDA,	D.R. HORTON The Continental Insurance Com and firmly bound unto the BOAI hereinafter referred to as "C ve bind ourselves, our heirs, lese presents:	RD OF COUNTY COMMI ounty", in the sum of S	ISSIONERS OF BREVARD \$ 899,966.99 for the
	wner has entered into a con		
faithfully perform said	ORE, the condition of this obli d contract and complete the w ation shall be null and void, oth	ork contemplated therei	in by February 2,
sixty (60 days from the in order to insure per no arrangements had completion of said completion of said completion of said completion of said completion but not limited to consequent contract. After the cright to contract for the County's accept the County's accept County is required to at the rate of six person or the county is required to at the rate of six person or six per	hall be declared in default of some date of said default within warformance. If, at the expiration we been made by the Owner ontract, then the County shall intly and severally, shall pay all ited to engineering, legal and tial, which the County may sufficient of the aforesaid grathe completion of said contract ance of the lowest responsible commence legal proceedings become (6%) per annum begrounty, in its discretion, may peault.	which to take whatever a n of sixty (60) days from it or surety satisfactor have the right to complet I costs of completing sa other costs, together was estain on account of the acc period, the County at upon which the Owne ble bid for the complet e for the amount of said as for the collection ther pinning with the comm	nction it deems necessary in the date of said default, ry to the County for the ete said contract and the id contract to the County, with any damages, either e Owner's default of said shall have the additional er has defaulted and upon ion of said contract, the id bid and in the event the reof, interest shall accrue encement of such legal
	hat the County commences such of them agree to pay all co		
EXECUTED thi	is <u>28th</u> day of <u>February</u>	, 2 0_ <u>20</u>	
		SURETY: The	R Horton, Inc. e Continental Insurance Company Moradin rgan, Attorney-in Fact
Pre-approved Form re Legal form and conten			

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.



The Continental Insurance Company

Paul T. Brullat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

State of Illinois } ss.
County of DuPage }

On <u>February 28, 2020</u>, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Dawn L. Morgan</u> known to me to be Attorney-in-Fact of

The Continental 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 in 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 August 28, 2021

Sinem Nava, Notary Public

OFFICIAL SEAL SINEM NAVA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/28/21

Commission No. 859777

RIDER

To be attached to and form	a part of Bond No.	30095850
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Effective:

February 28, 2020

Bond Amount:

\$899,966.99

Executed by:

D.R. Horton, Inc.

as Principal

and by:

The Continental 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 the Surety hereby consent to increase the bond amount to:

Nine Hundred Thirty Five Thousand Five Hundred Fifty Five and 43/100 Dollars (\$935,555.43)

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

This rider is effective:

March 3, 2020

Signed and Sealed:

March 4, 2020

Principal:

D.R. Horton, Inc.

Dy 🥫

Principal

Surety:

The Continental Insurance Company

Dawn L. Morgan, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisclotto, Amy Wickett, Diane M Rubright, Individually

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- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

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The Continental Insurance Company

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My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE



The Continental Insurance Company

D. Johnson

Assistant Secretary

Vice President

Form F6850-4/2012

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Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

State of Illinois	}
	} ss
County of DuPage	}

On March 4, 2020, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of

The Continental 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 in 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 August 28, 2021

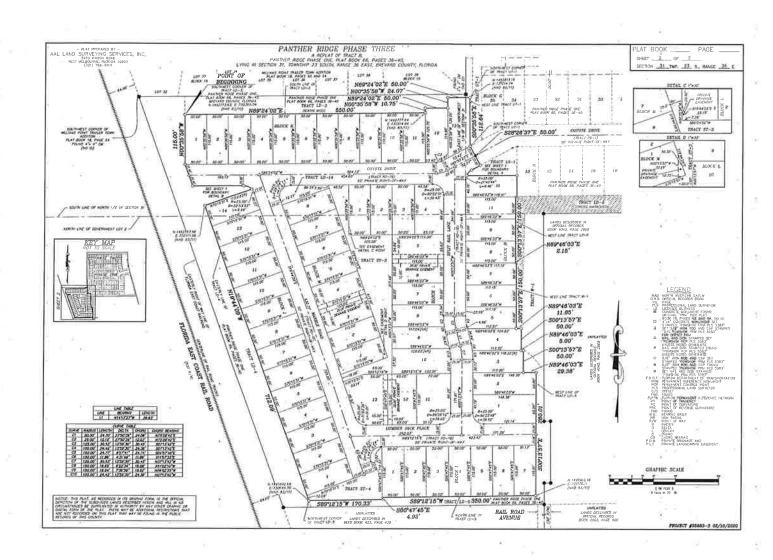
Sinem Nava, Notary Public

Commission No. 859777

205000000 PANTHER RIDGE PHASE THREE - PLAT PREPARED BY
AAL LAND SURVEYING SERVICES, INC.
5910 MATTOR ROAD
WEST MILLEGURE FLORIDA 30904
(321) 788-8110 LAT BOOK _ - PLAN PREPARCO BY HONEYCUTT & ASSOCIATES, INC.
3700 SCUTH HAS HOTEN AVENUE
BRUSHILL PL. 127-80
(121) 267-6733 SHEET __1 __ OF __2 SECTION __31 _TWP __23 _ S , RANGE __36 _ E A REPLAT OF TRACT B, PANTHER RIDGE PHASE ONE, PLAT BOOK 66, PAGES 36–40, LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA DEDICATION

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LOCATION MAP

PANTHER RIDGE PHASE THREE





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

Subj

Subject Property

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

Produced by BoCC - GIS Date: 3/3/2020