

Meeting Date
October 21, 2014



AGENDA	
Section	New Business XXXXXX
Item No.	XXXXXX

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

V.A.2

SUBJECT:	Approval Re: Resolution of Necessity for Acquisition of Parcels for the St. Johns Heritage Parkway Project – District 5
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:
It is requested that the Board of County Commissioners: 1) Adopt and authorize the Chairman to execute the Resolution of Necessity; 2) Authorize the County Attorney Office and staff to proceed with this action in accordance with the requirements set forth in Chapter 73 and 74 Florida Statutes; and 3) Authorize payment of reasonable expert fees per Chapter 73 and 74 Florida Statutes, as part of staff's efforts to negotiate settlements.

Summary Explanation & Background:
The subject properties are located in Section 3, Township 28 South, Range 36 East and Section 34, Township 27 South, Range 36 East.

Brevard County is working in conjunction with Florida Department of Transportation (FDOT) to acquire needed right-of-way consistent with the anticipated construction of a 4-lane suburban roadway from the northern city limits of the City of Palm Bay, north to an intersection with Ellis Road. The length of the project consists of 5.129 miles of roadway with typical sections ranging between 210 feet and 400 feet, including retention ponds.

Upon completion of negotiations, Stipulated Final Judgments with conditions and costs will be presented to the Board.

Staff has followed all applicable County policies to contact and present an offer to the owners of the parcels listed in the Resolution.

FISCAL IMPACT: 2014/2015: Funding is available in 1700/344928

Clerk to the Board Instructions: Forward Board Approval Memo and a Certified Copy of Resolution of Necessity to Department.

Exhibits Attached: Resolution of Necessity with Exhibit A Legal Descriptions, Property Fact Sheets, Acquisition Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension
	Mel Scott	 John P Denninghoff / 57202
Stockton Whitten	Assistant County Manager	
	Venetta Valdengo	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

October 22, 2014

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item V.A.2., Resolution of Necessity for Acquisition of Parcels for the St. Johns Heritage Parkway Project

The Board of County Commissioners, in regular session on October 21, 2014, adopted Resolution of Necessity No. 14-198, for acquisition of parcels for the St. Johns Heritage Parkway Project; authorized the County Attorney's Office and staff to proceed with this action in accordance with the requirements set forth in Chapter 73 and 74, Florida Statutes; and authorized the payment of reasonable expert fees per Chapter 73 and 74, Florida Statutes, as part of staff's efforts to negotiate settlements. Enclosed are two certified copies of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: Finance
Budget

RESOLUTION NO: 2014- 198

A RESOLUTION OF THE COUNTY COMMISSION OF BREVARD COUNTY, FLORIDA, DECLARING THE NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY LOCATED IN BREVARD COUNTY FOR THE ST. JOHNS HERITAGE PARKWAY PROJECT CONSTRUCTION AND MAINTENANCE, AS WELL AS PLACEMENT OF UTILITY LINES AND ASSOCIATED FACILITIES OR INCIDENTAL PUBLIC ROAD RELATED USES ON THE PROPERTIES DESCRIBED HEREIN LYING IN SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST AND SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST; LYING IN BREVARD COUNTY, FLORIDA.

WHEREAS, Brevard County has undertaken responsibility to provide adequate transportation facilities; and

WHEREAS, the provision of transportation services is the responsibility of the County and is authorized under State laws; and

WHEREAS, to maintain safe, efficient and continuous levels of service to the residents of Brevard County, it is necessary to: construct planned roadway improvements, provide utility lines, drainage systems and retention facilities along the roadway; and to construct, operate and maintain evacuation routes for the purpose of providing safe and efficient access to transportation systems during hurricane and other higher level weather conditions; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, finds that the construction of the roadway, intersections, placement of utility lines, and construction of the drainage systems and retention facilities are necessary, and in the best interest of the public health, safety and welfare; and

WHEREAS, the subject parcels are necessary for the St. Johns Heritage Parkway Project; and

WHEREAS, there are no mobile homes on the properties; and

WHEREAS, the subject parcels have been shown to be fit for use for the construction of a roadway and other public related uses.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida as follows:

1. The Board finds reasonable necessity exists for the acquisition and condemnation of the real properties located in Brevard County, Florida, as described in the attached Exhibit "A", for the construction and maintenance of roads, drainage systems, retention facilities, and all other associated or incidental public road related uses on the property as determined and shown in construction plans for the St. Johns Heritage Parkway project.

2. The interest to be acquired in the real properties described in Exhibit "A" shall be fee simple absolute.

3. The Office of the County Attorney is directed to acquire or condemn the fee simple absolute interest in real properties described in Exhibit "A". The Office of the County Attorney is authorized to initiate and institute proceedings in accordance with the authority granted to the County pursuant to Chapters 73 and 74 of the Florida Statutes for the exercise of the power of eminent domain in order to obtain the possession and title of the properties described in Exhibit "A" in advance of the final judgment as provided by law and determined necessary by this Commission for the public purposes set forth herein.

4. All conditions precedent to the adoption of this Resolution have occurred.

5. The Resolution shall be effective immediately upon adoption.

DONE, ORDERED AND ADOPTED in Regular Session this 21st day of October, 2014.

ATTEST:

Clerk of the Court:

BY: 

Scott Ellis, Clerk

BREVARD COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: 

Mary Bolin Lewis, Chairman

As approved by the Board on October 21, 2014
Agenda Item # _____

COMPOSITE EXHIBIT "A"
DESCRIPTION OF REAL PROPERTY
BEING ACQUIRED IN ACCORDANCE
WITH THE RESOLUTION OF
NECESSITY

SHEET 1 OF 4

LEGAL DESCRIPTION

SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2853503
 OWNER NAME: MICHAEL B. CREWS, SR., ET UX

ST JOHNS HERITAGE PARKWAY
 Owner: Michael B. Crews, Sr. ET ux
 Description: Fee Simple
 Parcel No. 106 A, B & C

PART A:

Prepared by DRMP, Inc.

A parcel of land located within Lot 27, Florida Indian River Land Company Subdivision, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the North 1/2 (One-Half) of the Northwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows:


COMMENCE at the Northwest corner of the Northwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89°24'12" East along the North line of said Northwest 1/4 (One-Quarter) and North line of a 20 foot platted Right-Of-Way as shown in aforesaid Florida Indian River Land Company Subdivision, a distance of 1368.92 feet; thence, departing said North line, run South 00°12'14" East, a distance of 20.00 feet to the South line of the said 20 foot platted Right-Of-Way; thence run North 89°24'12" East along said South Right-Of-Way line, a distance of 244.65 feet to the POINT OF BEGINNING; thence continue North 89°24'12" East along said South Right-Of-Way line, a distance of 188.68 feet to the Westerly Right-Of-Way line of Haul Road as described and recorded in Official Records Book 53, Page 536, Public Records of Brevard County, Florida; thence, departing said South Right-Of-Way line, run along said Westerly Right-Of-Way line South 00°34'48" East, a distance of 92.26 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2759.79 feet; thence, departing said Westerly Right-Of-Way line, from a chord bearing of South 18°06'33" West, run Southerly along said curve an arc distance of 712.39 feet through a central angle of 14°47'23" to the South line of the parcel as described and recorded in Official Records Book 5560, Page 2916, Public Records of Brevard County, Florida and end of said curve; thence run South 89°23'37" West, along said South line, a distance of 210.71 feet; thence, departing said South line, run North 00°12'14" West, a distance of 17.35 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2969.79 feet; thence from a chord bearing of North 17°52'23" East, run Northerly along said curve an arc distance of 790.77 feet through a central angle of 15°15'23" to the POINT OF BEGINNING.

Sold lands containing 3.865 acres, more or less.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AS BEING NORTH 89°24'12" EAST.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE LOCATION OF THIS RIGHT-OF-WAY PARCEL AS IT IS APPURTENANT TO THE COMPLETE RIGHT-OF-WAY FOR ST. JOHNS HERITAGE PARKWAY IS SHOWN ON THE RIGHT-OF-WAY MAP FOR THE PARKWAY WHICH IS RECORDED IN THE ROAD PLAT BOOKS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. PARCEL TAX ID. No.: 2853503

THIS SKETCH IS NOT A SURVEY

ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
PARCEL 106A			
 ALLEN L. QUICKEL, PSM FLORIDA REGISTRATION No. LS 5481 (NOT VALID UNLESS SIGNED AND SEALED)	DATE	DATA SOURCE: N/A	SCALE: N/A
DRAWN	C. W. W.	DATE	DRMP PROJECT: 06-0809.008
CHECKED	A. L. O.	DATE	
		08/27/12	
		08/28/12	

SKETCH PREPARED BY


DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 L.B. No. 2648

LEGAL DESCRIPTION

SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2853503
 OWNER NAME: MICHAEL B. CREWS, SR., ET UX

PART C:


Prepared by DRMP, Inc.

A parcel of land located within Lot 27, Florida Indian River Land Company Subdivision, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the North 1/2 (One-Half) of the Northwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89°24'12" East along the North line of said Northwest 1/4 (One-Quarter) and North line of a 20 foot platted Right-Of-Way as shown in aforesaid Florida Indian River Land Company Subdivision, a distance of 1368.92 feet; thence, departing said North line, run South 00°12'14" East, a distance of 20.00 feet to the South line of the said 20 foot platted Right-Of-Way; thence run North 89°24'12" East along said South Right-Of-Way line, a distance of 433.33 feet to the Westerly Right-Of-Way line of Haul Road as described and recorded in Official Records Book 53, Page 536, Public Records of Brevard County, Florida; thence, departing said South Right-Of-Way line, run along said Westerly Right-Of-Way line South 00°34'48" East, a distance of 92.26 feet the POINT OF BEGINNING; thence continue South 00°34'48" East, along said Westerly Right-Of-Way line, a distance of 672.85 feet to the South line of the parcel as described and recorded in Official Records Book 5560, Page 2916, Public Records of Brevard County, Florida; thence departing said Westerly Right-Of-Way line, run along said South line South 89°23'37" West, a distance of 227.64 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2759.79 feet; thence departing said South line, from a chord bearing of North 18°06'33" East, run Northerly along said curve an arc distance of 712.39 feet through a central angle of 14°47'23" to the POINT OF BEGINNING.

Said lands containing 2.008 acres, more or less.

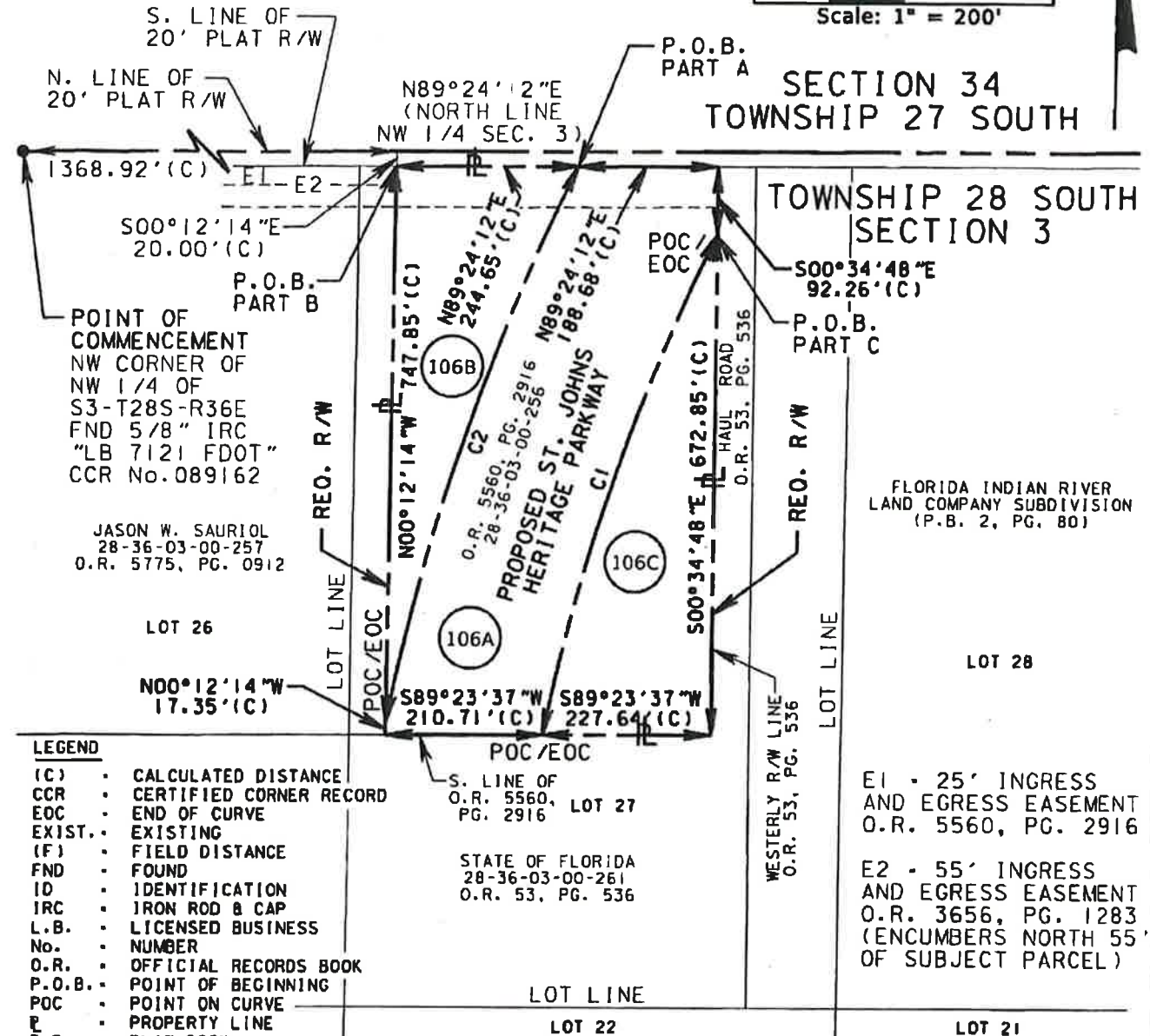
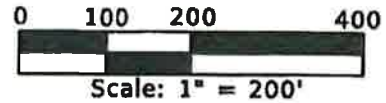
THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
			PARCEL 106C				SKETCH PREPARED BY  DRMP ENGINEERS - SURVEYORS - PLANNERS - ARCHITECTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
			BY	DATE	DATA SOURCE:	SCALE:		
REVISED PER COUNTY COMMENTS	CW	10/11/2012	DRAWN	C.W.W.	08/27/12	N/A	N/A	
REVISION	BY	DATE	CHECKED	A.L.O.	08/28/12	DRMP PROJECT:		
						06-0809.008		

SKETCH OF DESCRIPTION

SHEET 4 OF 4

SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2853503
 OWNER NAME: MICHAEL B. CREWS, SR., ET UX



- LEGEND**
- (C) - CALCULATED DISTANCE
 - CCR - CERTIFIED CORNER RECORD
 - EOC - END OF CURVE
 - EXIST. - EXISTING
 - (F) - FIELD DISTANCE
 - FND - FOUND
 - ID - IDENTIFICATION
 - IRC - IRON ROD & CAP
 - L.B. - LICENSED BUSINESS
 - No. - NUMBER
 - O.R. - OFFICIAL RECORDS BOOK
 - P.O.B. - POINT OF BEGINNING
 - POC - POINT ON CURVE
 - P - PROPERTY LINE
 - P.B. - PLAT BOOK
 - PG. - PAGE
 - R - RANGE
 - REQ. - REQUIRED
 - R/W - RIGHT OF WAY
 - S/SEC. - SECTION
 - T - TOWNSHIP

CURVE DATA TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CH. BEARING
C1	14°47'23"(LT)	712.39'(C)	2759.79'	710.41'(C)	S18°06'33"W
C2	15°15'23"(RT)	790.77'(C)	2969.79'	788.44'(C)	N17°52'23"E

THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH		
			PARCELS 106A, 106B & 106C			SKETCH PREPARED BY DRMP ENGINEERS • SURVEYORS • PLANNERS • ACCOUNTANTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	BY	DATE	DATA SOURCE: N/A	SCALE:	1" = 200'	
REVISION	BY	DATE	CHECKED	A.L.O.	08/28/12	DRMP PROJECT:	06-0808.008	

Together with:

Owner: Welchwood Enterprises, Inc.

Description: Fee Simple

Parcel No. 107 A, B, C & D

SHEET 1 OF 7

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
BREVARD COUNTY TAX ID NUMBER: 2704577
OWNER NAME: WELCHWOOD ENTERPRISES INC.

PART A:

Prepared by DRMP, Inc.

A parcel of land located in the South 1/2 (One-Half) of Section 34, Township 27 South, Range 36 East, being described as follows:


COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 510.05 feet to the POINT OF BEGINNING; thence, continue along said South line South 89°24'12" West, a distance of 236.98 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 2969.79 feet; thence, departing said South line, from a chord bearing of North 28°14'45" East, run Northeasterly along said curve an arc distance of 239.90 feet through a central angle of 04°37'42" to a point of tangency; thence run North 30°33'36" East, a distance of 746.02 feet to the point of curvature of a curve to the left having a radius of 1804.86 feet; thence run Northeasterly along said curve an arc distance of 437.19 feet through a central angle of 13°52'43" to the North line of the parcel described and recorded in Official Records Book 2962, Page 1918, Public Records of Brevard County, Florida and the end of said curve; thence run North 89°30'10" East along said North line, a distance of 76.98 feet; thence continue along said North line North 89°31'25" East, a distance of 141.72 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2014.86 feet; thence, departing said North line, from a chord bearing of South 22°42'10" West, run Southwesterly along said curve an arc distance of 552.61 feet through a central angle of 15°42'52" to the point of tangency; thence run South 30°33'36" West, a distance of 746.02 feet to the point of curvature of a curve to the left having a radius of 2759.79 feet; thence run Southwesterly along said curve an arc distance of 117.06 feet through a central angle of 02°25'49" to the POINT OF BEGINNING.

Sold lands containing 6.844 acres, more or less.


SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, AS BEING SOUTH 89°24'12" WEST.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE LOCATION OF THIS RIGHT-OF-WAY PARCEL AS IT IS APPURTENANT TO THE COMPLETE RIGHT-OF-WAY FOR ST. JOHNS HERITAGE PARKWAY IS SHOWN ON THE RIGHT-OF-WAY MAP FOR THE PARKWAY WHICH IS RECORDED IN THE ROAD PLAT BOOKS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. PARCEL TAX ID. No.: 2704577

THIS SKETCH IS NOT A SURVEY

 ALLEN L. QUICKEL, PSM DATE FLORIDA REGISTRATION No. LS 6481 (NOT VALID UNLESS SIGNED AND SEALED)	ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
	PARCEL 107A			
	BY	DATE	DATA SOURCE: N/A	SCALE: N/A
	DRAWN	C. W. W. 08/21/12	DRMP PROJECT: 06-0809.008	
	CHECKED	A. L. Q. 08/22/12		

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 L.S. No. 2648

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704577
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

PART B:


Prepared by DRMP, Inc.

A parcel of land located in the SW 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East, being described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 747.03 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 2969.79 feet; thence, departing said South line, from a chord bearing of North 28°14'45" East, run Northeasterly along said curve an arc distance of 239.90 feet through a central angle of 04°37'42" to a point of tangency; thence run North 30°33'36" East, a distance of 213.03 feet to the POINT OF BEGINNING; thence run North 00°50'03" West, a distance of 854.65 feet to the North line of the parcel described and recorded in Official Records Book 2962, Page 1918 of the Public Records of Brevard County, Florida; thence run North 89°30'10" East along said North line, a distance of 458.20 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 1804.86 feet; thence, departing said North line, from a chord bearing of South 23°37'14" West, run Southwesterly along said curve an arc distance of 437.19 feet through a central angle of 13°52'43" to a point of tangency; thence run South 30°33'36" West, a distance of 532.99 feet to the POINT OF BEGINNING.

Said lands containing 4.906 acres, more or less.

THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH		
			PARCEL 107B					SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • AGENT/ITA 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
			BY	DATE	DATA SOURCE:	SCALE:			
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	DRAWN	C.W.W.	08/21/12	N/A	N/A		
REVISION	BY	DATE	CHECKED	A.L.O.	08/22/12	DRMP PROJECT:			
						06-0809.008			

LEGAL DESCRIPTION

SHEET 3 OF 7

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704577
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

PART C:


Prepared by DRMP, Inc.

A parcel of land located in the SW 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East, being described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 747.03 feet to the POINT OF BEGINNING; thence continue South 89°24'12" West, along said South line, a distance of 1623.33 feet to the Northwest corner of the Northwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run South 89°30'14" West, along the said South line of Southwest 1/4 of Section 34, a distance of 264.21 feet to the Southwest corner of the said Southwest 1/4; thence run North 00°21'11" West, along the West line of said Southwest 1/4, a distance of 1250.22 feet to the North line of the South 1/2 (One-Half) of said Southwest 1/4; thence, departing said West line, run North 89°30'10" East, along the said North line, a distance of 2104.60 feet; thence, departing said North line, run South 00°50'03" East, a distance of 854.65 feet; thence run South 30°33'36" West, a distance of 213.03 feet to a point of curvature of a curve to the left having a radius of 2969.79 feet; thence run Southwesterly along said curve an arc distance of 239.90 feet through a central angle of 04°37'42" to the POINT OF BEGINNING.

Said lands containing 59.430 acres, more or less.

THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
			PARCEL 107C					SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648
			BY	DATE	DATA SOURCE	SCALE		
REVISED PER COUNTY COMMENTS	CWN	10/11/2012	DRAWN	C.W.W.	08/21/12	N/A	N/A	
REVISION	BY	DATE	CHECKED	A.L.O.	08/22/12	DRMP PROJECT:		
						06-0809-008		

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704577
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

PART D:


Prepared by DRMP, Inc.

A parcel of land located in the South 1/2 (One-Half) of Section 34, Township 27 South, Range 36 East, being described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 510.05 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2759.79 feet; thence, departing said South line, from a chord bearing of North 29°20'41" East, run Northeasterly along said curve an arc distance of 117.06 feet through a central angle of 02°25'49" to a point of tangency; thence run North 30°33'36" East, a distance of 248.43 feet to the POINT OF BEGINNING; thence continue North 30°33'36" East, a distance of 497.59 feet to a point of curvature of a curve to the left having a radius of 2014.86 feet; thence run Northeasterly along arc of said curve an arc distance of 134.62 feet through a central angle of 03°49'42" to the end of said curve; thence South 22°27'14" East, a distance of 27.27 feet; thence South 14°17'30" East, a distance of 113.67 feet; thence South 87°09'08" East, a distance of 55.28 feet; thence South 66°07'30" East, a distance of 147.77 feet; thence South 40°34'17" East, a distance of 38.51 feet; thence South 26°58'52" West, a distance of 55.13 feet; thence South 83°50'50" West, a distance of 71.17 feet; thence North 38°39'09" West, a distance of 43.37 feet; thence South 82°11'31" West, a distance of 98.83 feet; thence South 04°03'09" East, a distance of 46.94 feet; thence South 00°20'12" East, a distance of 69.49 feet; thence South 19°56'47" West, a distance of 63.66 feet; thence South 84°13'17" West, a distance of 187.25 feet; thence South 44°59'18" West, a distance of 96.89 feet; thence South 75°52'35" West, a distance of 80.24 feet to the POINT OF BEGINNING.

Sold lands containing 2.285 acres, more or less.

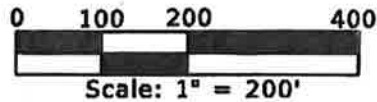
THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
			PARCEL 107D					SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648
	BY	DATE		DATA SOURCE:	SCALE:			
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	DRAWN	C.W.W.	08/21/12	N/A	N/A	
REVISION	BY	DATE	CHECKED	A.L.O.	08/22/12	DRMP PROJECT:	06-0809.008	

SKETCH OF DESCRIPTION

SHEET 5 OF 7

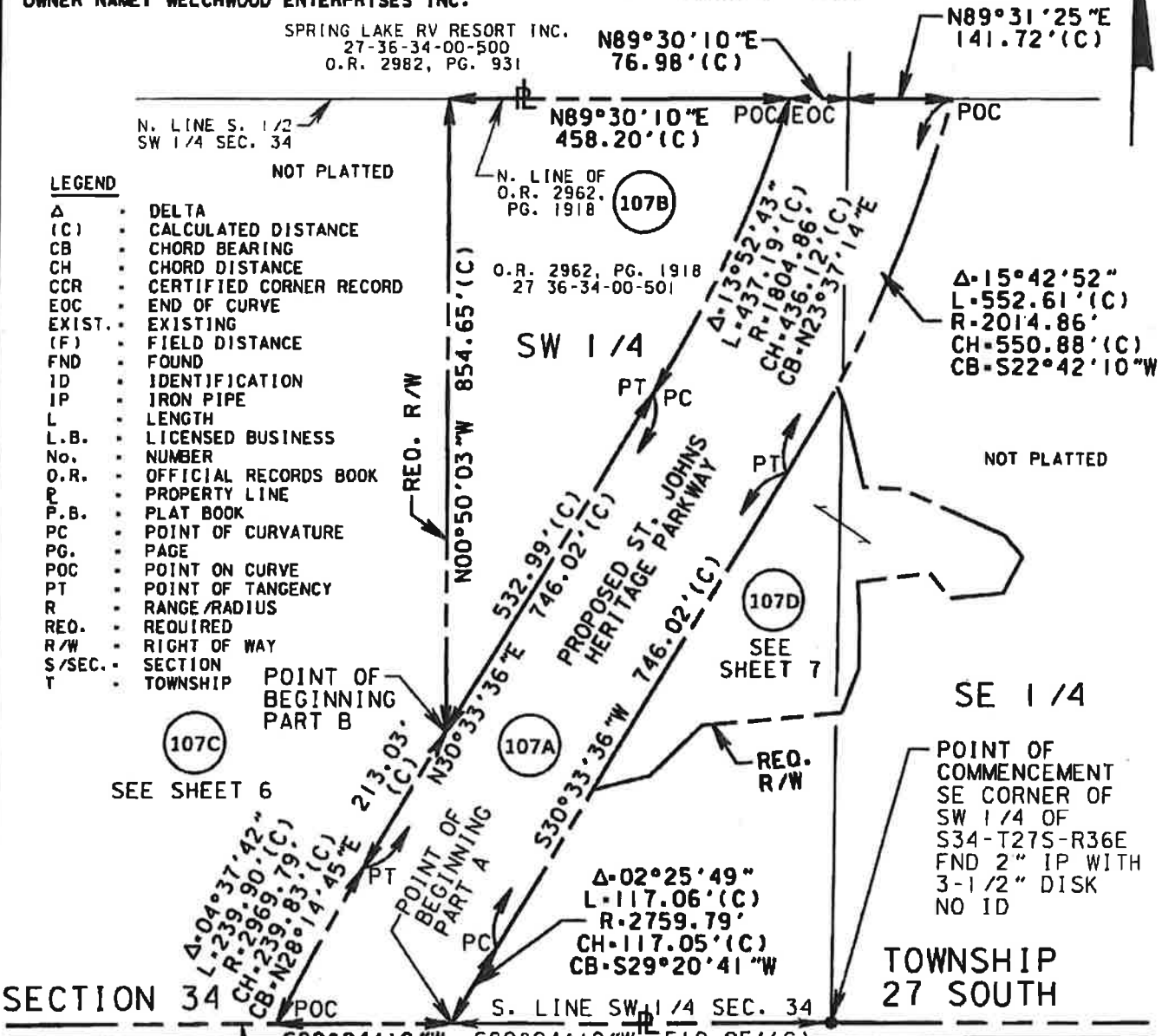
SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704577
 OWNER NAME: WELCHWOOD ENTERPRISES INC.



SPRING LAKE RV RESORT INC.
 27-36-34-00-500
 O.R. 2982, PG. 931

LEGEND

- Δ . DELTA
- (C) . CALCULATED DISTANCE
- CB . CHORD BEARING
- CH . CHORD DISTANCE
- CCR . CERTIFIED CORNER RECORD
- EOC . END OF CURVE
- EXIST. . EXISTING
- (F) . FIELD DISTANCE
- FND . FOUND
- ID . IDENTIFICATION
- IP . IRON PIPE
- L . LENGTH
- L.B. . LICENSED BUSINESS
- No. . NUMBER
- O.R. . OFFICIAL RECORDS BOOK
- P . PROPERTY LINE
- P.B. . PLAT BOOK
- PC . POINT OF CURVATURE
- PG. . PAGE
- POC . POINT ON CURVE
- PT . POINT OF TANGENCY
- R . RANGE / RADIUS
- REQ. . REQUIRED
- R/W . RIGHT OF WAY
- S/SEC. . SECTION
- T . TOWNSHIP



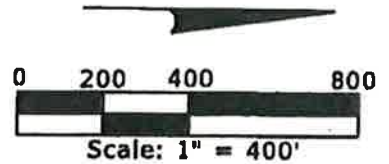
THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH		
			PARCELS 107A & 107B			SKETCH PREPARED BY DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		
			BY	DATE	DATA SOURCE: N/A			
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	DRAWN	C.W.W.	08/21/12	DRMP PROJECT: 06-0809.008		
REVISION	BY	DATE	CHECKED	A.L.G.	08/22/12			

SKETCH OF DESCRIPTION

SHEET 6 OF 7

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704577
 OWNER NAME: WELCHWOOD ENTERPRISES INC.



SW CORNER OF SW 1/4 OF S34-T27S-R36E FND 5/8" IRC "PLS 4801"
 W. LINE SW 1/4 SEC. 34
 $N00^{\circ}21'11''W$ 1250.22'(C)

$S89^{\circ}30'14''W$
 264.21'(F)

NW CORNER OF NW 1/4 OF S3-T28S-R36E FND 5/8" IRC "LB 7121 FDOT" CCR NO.089162

FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION (P.B. 2, PG. 80)

SECTION 3
 TOWNSHIP 28 SOUTH

S. LINE SW 1/4 SEC. 34
 TOWNSHIP 27 SOUTH
 SECTION 34

NOT PLATTED

O.R. 2962, PG. 1918
 27-36-34-00-501

$\Delta-04^{\circ}37'42''$
 $L-239.90'(C)$
 $R-2969.79'$
 $CH-239.83'(C)$
 $CB-S28^{\circ}14'45''W$

N. LINE S. 1/2 SW 1/4 SEC. 34

LEGEND

- Δ . DELTA
- (C) . CALCULATED DISTANCE
- CB . CHORD BEARING
- CH . CHORD DISTANCE
- CCR . CERTIFIED CORNER RECORD
- EOC . END OF CURVE
- EXIST. . EXISTING
- (F) . FIELD DISTANCE
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- ID . IDENTIFICATION
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- PT . POINT OF TANGENCY
- R . RANGE /RADIUS
- REQ. . REQUIRED
- R/W . RIGHT OF WAY
- S/SEC. . SECTION
- T . TOWNSHIP

SPRING LAKE RV RESORT INC.
 27-36-34-00-500
 O.R. 2982, PG. 931

POINT OF BEGINNING PART C

$S89^{\circ}24'12''W$
 747.03'(C)

POINT OF COMMENCEMENT SE CORNER OF SW 1/4 OF S34-T27S-R36E FND 2" IP WITH 3-1/2" DISK NO ID

EOC

$S30^{\circ}33'36''W$
 213.03'(C)

$S00^{\circ}50'03''E$
 854.65'(C)

PROPOSED ST. JOHNS HERITAGE PARKWAY

SW 1/4

NOT PLATTED

SE 1/4

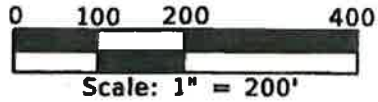
THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH		
			PARCEL 107C			SKETCH PREPARED BY DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		
REVISION	BY	DATE	DRAWN	BY	DATE	DATA SOURCE	SCALE	
			C.W.W.	A.L.O.	08/21/12	N/A	1" = 400'	
			CHECKED	A.L.O.	08/22/12	DRMP PROJECT:		
						06-0809.008		

SKETCH OF DESCRIPTION

SHEET 7 OF 7

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704577
 OWNER NAME: WELCHWOOD ENTERPRISES INC.



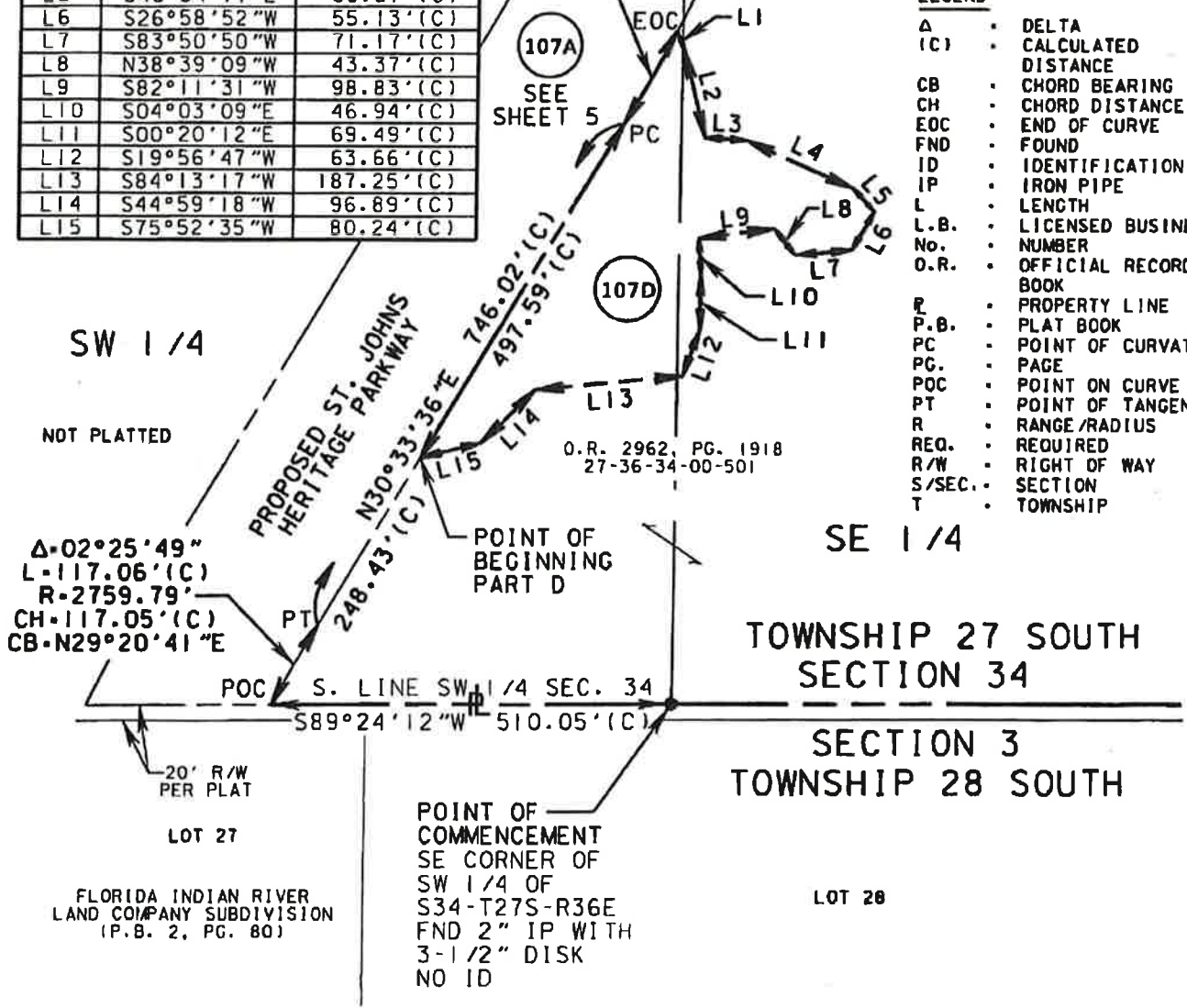
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S22°27'14"E	27.27'(C)
L2	S14°17'30"E	113.67'(C)
L3	S87°09'08"E	55.28'(C)
L4	S66°07'30"E	147.77'(C)
L5	S40°34'17"E	38.51'(C)
L6	S26°58'52"W	55.13'(C)
L7	S83°50'50"W	71.17'(C)
L8	N38°39'09"W	43.37'(C)
L9	S82°11'31"W	98.83'(C)
L10	S04°03'09"E	46.94'(C)
L11	S00°20'12"E	69.49'(C)
L12	S19°56'47"W	63.66'(C)
L13	S84°13'17"W	187.25'(C)
L14	S44°59'18"W	96.89'(C)
L15	S75°52'35"W	80.24'(C)

$\Delta=03^{\circ}49'42''$
 $L=134.62'(C)$
 $R=2014.86'$
 $CH=134.60'(C)$
 $CB=N28^{\circ}38'45''E$

NOT PLATTED

LEGEND

- Δ • DELTA
- (C) • CALCULATED DISTANCE
- CB • CHORD BEARING
- CH • CHORD DISTANCE
- EOC • END OF CURVE
- FND • FOUND
- ID • IDENTIFICATION
- IP • IRON PIPE
- L • LENGTH
- L.B. • LICENSED BUSINESS NUMBER
- No. • NUMBER
- O.R. • OFFICIAL RECORDS BOOK
- R • PROPERTY LINE
- P.B. • PLAT BOOK
- PC • POINT OF CURVATURE
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- PT • POINT OF TANGENCY
- R • RANGE/RADIUS
- REQ. • REQUIRED
- R/W • RIGHT OF WAY
- S/SEC. • SECTION
- T • TOWNSHIP



SW 1/4
 NOT PLATTED

SE 1/4

TOWNSHIP 27 SOUTH
 SECTION 34

SECTION 3
 TOWNSHIP 28 SOUTH

FLORIDA INDIAN RIVER
 LAND COMPANY SUBDIVISION
 (P.B. 2, PG. 80)

POINT OF COMMENCEMENT
 SE CORNER OF
 SW 1/4 OF
 S34-T27S-R36E
 FND 2" IP WITH
 3-1/2" DISK
 NO ID

THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARAD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH		
			PARCEL 107D			SKETCH PREPARED BY		
			BY	DATE	DATA SOURCE:	 DRMP ENGINEERS • SURVEYORS • PLANNERS • CONSULTANTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		
			DRAWN	C.W.W. 08/21/12	N/A			
REVISION	BY	DATE	CHECKED	A.L.O. 08/22/12	DRMP PROJECT:			
			06-0809.008					

Together with:
 Owner: Spring Lake RV
 Resort, Inc.
 Description: Fee Simple
 Parcel No. 108 C

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704576
 OWNER NAME: SPRING LAKE RV RESORT, INC.

LEGAL DESCRIPTION:

Prepared by DRMP, Inc.

A portion of those lands described in Official Records Book 2982, Page 931 of the Public Records of Brevard County, Florida situated in the North 1/2 of the Southwest 1/4 of Section 34, Township 27 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

COMMENCE at a 5/8 Inch Iron Rod and Cap stamped "LB 7121 FDOT" marking the West 1/4 corner of said Section 34; thence run South 00°21'11" East along the West line of said North 1/2 of the Southwest 1/4 of Section 34, a distance of 1250.22 feet to a point on the South line of said North 1/2; thence departing said West line run North 89°30'10" East, along said South line, a distance of 2562.80 feet to a point on a non-tangent curve concave Westerly, having a radius of 1804.86 feet and the POINT OF BEGINNING; thence departing said South line, from a chord bearing of North 08°17'03" East, run Northerly along said curve an arc distance of 529.04 feet through a central angle of 16°47'40" to a point of cusp on the East line of the North 1/2 of the Southwest 1/4 of Section 34; thence run South 00°06'47" East along said East line, a distance of 520.98 feet to the aforesaid South line of the North 1/2; thence run South 89°30'10" West, along said South line, a distance of 76.98 feet to the POINT OF BEGINNING.



Containing 13,246 square feet, more or less.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, AS BEING SOUTH 00°21'11" EAST.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE FOLLOWING AGREEMENTS, ASSESSMENTS, EASEMENTS, EXCEPTIONS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LISTED IN FIDELITY NATIONAL TITLE OWNERSHIP AND ENCUMBRANCE REPORTS BRO7-117524 AND BRO7-117942 PROVIDED TO THIS SURVEYOR BY BREVARD COUNTY PUBLIC WORKS DIVISION AND DATED MAY 24, 2007 AND JULY 6, 2007 RESPECTIVELY.
4. THE LOCATION OF THIS RIGHT-OF-WAY PARCEL AS IT IS APPURTENANT TO THE COMPLETE RIGHT-OF-WAY FOR ST. JOHNS HERITAGE PARKWAY IS SHOWN ON THE RIGHT-OF-WAY MAP FOR THE PARKWAY WHICH IS RECORDED IN THE ROAD PLAT BOOKS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

6. PARCEL TAX ID. No.: 2704576

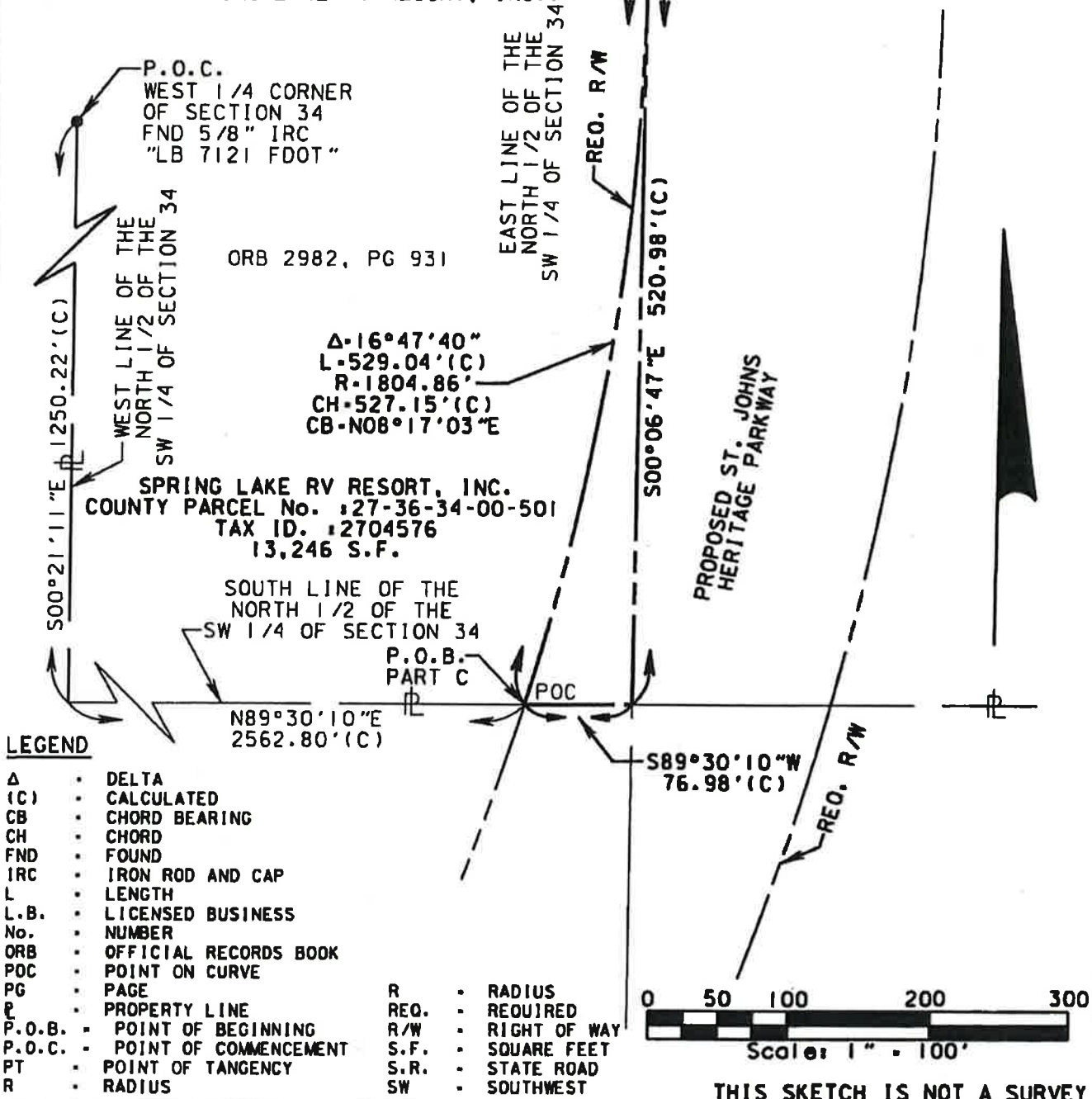
THIS SKETCH IS NOT A SURVEY

 ALLEN L. QUICKEL, PSM FLORIDA REGISTRATION No. LS 6481 (NOT VALID UNLESS SIGNED AND SEALED)	ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
	PARCEL 108C			
	BY	DATE	DATA SOURCE: N/A	SCALE: N/A
DRAWN	C.W.W.	08/26/11	 DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
CHECKED	A.L.O.	08/29/11		

SKETCH OF DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY TAX ID NUMBER: 2704576
 OWNER NAME: SPRING LAKE RV RESORT, INC.

SECTION 34
 TOWNSHIP 27 SOUTH
 RANGE 36 EAST
 CITY OF WEST MELBOURNE




LEGEND

- Δ • DELTA
- (C) • CALCULATED
- CB • CHORD BEARING
- CH • CHORD
- FND • FOUND
- IRC • IRON ROD AND CAP
- L • LENGTH
- L.B. • LICENSED BUSINESS
- No. • NUMBER
- ORB • OFFICIAL RECORDS BOOK
- POC • POINT ON CURVE
- PG • PAGE
- P • PROPERTY LINE
- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- PT • POINT OF TANGENCY
- R • RADIUS

- R • RADIUS
- REQ. • REQUIRED
- R/W • RIGHT OF WAY
- S.F. • SQUARE FEET
- S.R. • STATE ROAD
- SW • SOUTHWEST



THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
			PARCEL 108C				SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 886-0594 L.B. No. 2648	
REVISED PER COUNTY COMMENTS	CWW	10/11/12	BY	DATE	DATA SOURCE: N/A	SCALE: 1" = 100'		
REVISED PER COUNTY COMMENTS	SRN	07/09/12	DRAWN	C.W.W.	08/26/11	DRMP PROJECT: 06-D809.008		
REVISED PER COUNTY COMMENTS	LS	02/20/12	CHECKED	A.L.O.	08/29/11			
REVISION	BY	DATE						

PROPERTY FACT SHEET
PROJECT: ST. JOHNS HERITAGE PARKWAY

PARCEL 106A, 106B, 106C

OWNERS: Michael B. Crews, Sr. and Rebecca B. Crews (Husband & Wife)

PARCEL LOCATION: Along the south side of unpaved B J Lane (at its easterly terminus)

ACQUISITION AREA: 7.66 Acres (Parcel A 3.865 acres, Parcel B 1.783 acres, Parcel C 2.008 acres)

ZONING: Brevard County Agricultural (west side), Agricultural Residential (east side)

LAND USE: Residential 1 and Residential 2

IMPROVEMENTS: Single family residence and other ancillary site improvements

TOPOGRAPHY: Flat

FLOOD ZONE: AE

TAX PARCEL ID#: 28-36-03-00-00256.0-0000.00
28-36-03-00-00262.0-0000.00

MARKET VALUE: \$373,130.00 (2014 Assessment of 20.79 acres, \$73,850.00 as Agricultural)

PUBLIC UTILITIES:

PROPERTY TRANSACTION: \$700,000.00 11/10/05 per OR Book 5566, Page 0898

APPRAISAL DATE: 01/28/2013
Appraisal Amount: \$185,000.00

PROPERTY FACT SHEET
PROJECT: ST. JOHNS HERITAGE PARKWAY

PARCEL 107A, 107B, 107C, 107D

OWNER: Welchwood Enterprises Inc.

PARCEL LOCATION: 1400 Block of Columbia Lane near the terminus of the maintained section of unimproved Columbia Lane. The property is located approximately 750 feet west of Interstate 95 and approximately 2,260 feet north of US Highway 192. The parent tract is located within the City of West Melbourne in Section 34, Township 27 South, Range 36 East.

ACQUISITION AREA: 73.465 Acres

ZONING: City of West Melbourne
R-1A Single Family Residential, R-2 (One, Two – and Multiple-family dwelling)

LAND USE: City of West Melbourne
Low-Density Residential (LD-RES), Medium Density Residential (MD-RES)

IMPROVEMENTS: Wood post and wire field fencing interspersed throughout

TOPOGRAPHY: Parent tract is relatively flat with elevations ranging from a low of elevation of 16+/- feet to a high of elevation of 18+/- feet. The site generally drains to the west to Lake Washington.

FLOOD ZONE: AE

TAX PARCEL ID#: 27-36-34-00-00501.0-0000.00

MARKET VALUE: \$364,800.00 (2014 Assessment of 111.02 Acres)

PUBLIC UTILILTIES: Central water and sanitary sewer service are currently not available to the property boundary.

PROPERTY TRANSACTION: \$100.00 (11/01/1988) (Clerk of the Court Records)

APPRAISAL DATE: 01/28/2013
Appraisal Amount: \$1,512,000.00

PROPERTY FACT SHEET
PROJECT: ST. JOHNS HERITAGE PARKWAY

PARCEL 108C

OWNERS: Spring Lake RV Resort, INC.

PARCEL LOCATION: West of proposed I-95 interchange, South to the Welchwood Parcel.

ACQUISITION AREA: 0.304 acres

ZONING: AU

LAND USE: Residential

IMPROVEMENTS: None

TOPOGRAPHY: Flat

FLOOD ZONE: AE

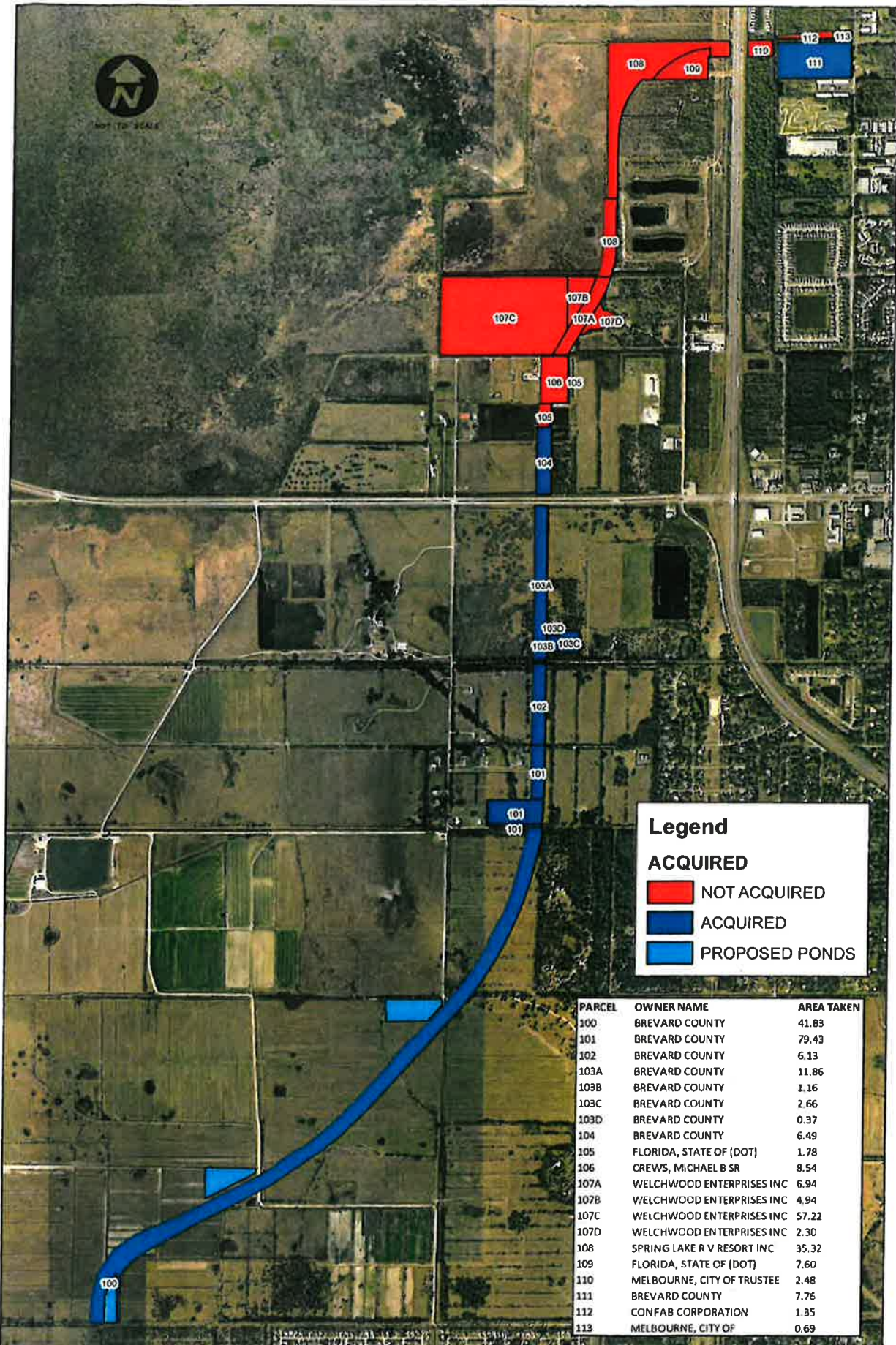
TAX PARCEL ID#: 27-36-34-00-00500.0-0000.00

MARKET VALUE: \$276,200.00 (2014 Assessment of 141.6 acres)

PUBLIC UTILITIES:

PROPERTY TRANSACTION: \$247,000.00 8/1/84 per OR Book 2537, Page 1447

APPRAISAL DATE: 01/28/2013
Appraisal Amount: \$1,000.00



Legend

ACQUIRED

- NOT ACQUIRED
- ACQUIRED
- PROPOSED PONDS

PARCEL	OWNER NAME	AREA TAKEN
100	BREVARD COUNTY	41.83
101	BREVARD COUNTY	79.43
102	BREVARD COUNTY	6.13
103A	BREVARD COUNTY	11.86
103B	BREVARD COUNTY	1.16
103C	BREVARD COUNTY	2.66
103D	BREVARD COUNTY	0.37
104	BREVARD COUNTY	6.49
105	FLORIDA, STATE OF (DOT)	1.78
106	CREWS, MICHAEL B SR	8.54
107A	WELCHWOOD ENTERPRISES INC	6.94
107B	WELCHWOOD ENTERPRISES INC	4.94
107C	WELCHWOOD ENTERPRISES INC	57.22
107D	WELCHWOOD ENTERPRISES INC	2.30
108	SPRING LAKE R V RESORT INC	35.32
109	FLORIDA, STATE OF (DOT)	7.60
110	MELBOURNE, CITY OF TRUSTEE	2.48
111	BREVARD COUNTY	7.76
112	CONFAB CORPORATION	1.35
113	MELBOURNE, CITY OF	0.69

BOARD OF COUNTY COMMISSIONERS

AGENDA: RESOLUTION OF NECESSITY FOR ACQUISITION OF PARCELS FOR
THE ST. JOHNS HERITAGE PARKWAY PROJECT – DISTRICT 5

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847(5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>10/1/14</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>See attached</u>	_____	<u>10/2/14</u>
PUBLIC WORKS John P. Denninghoff, Director	_____	_____	_____

AGENDA DUE DATE: October 07, 2014 for the October 21, 2014 Board Meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

BOARD OF COUNTY COMMISSIONERS

AGENDA: RESOLUTION OF NECESSITY FOR ACQUISITION OF PARCELS FOR
THE ST. JOHNS HERITAGE PARKWAY PROJECT – DISTRICT 5

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847(5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DJ</u>	_____	<u>10/1/14</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>10/2/14</u>
PUBLIC WORKS John P. Denninghoff, Director	_____	_____	_____

AGENDA DUE DATE: October 07, 2014 for the October 21, 2014 Board Meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

V A 2

SECTION V

CONTRACT

THIS AGREEMENT, made and entered into this 7th day of January, 2015, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Ranger Construction Industries, Inc., party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

1.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and Transportation and perform all of the work shown on the Drawings and described in the Specifications entitled:

ST. JOHNS HERITAGE PARKWAY SOUTHERN SEGMENT

as prepared under Contract # 773, by DRMP, Inc., 941 Lake Baldwin Lane, Orlando, FL 32814.

2. THE CONTRACT SUM

2.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.

2.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of Twelve Million Two Hundred Eighty Eight Thousand Nine Hundred Forty One Dollars and Zero Cents (\$12,288,941.00).

3. COMMENCEMENT AND COMPLETION OF WORK

3.1 The Contractor shall commence work within 10 calendar days after issuance of Notice to Proceed.

3.2 The Contractor shall prosecute the work with faithfulness and diligence and shall complete the work not later than seven hundred and eighty (780) calendar days after issuance of Notice to Proceed.

RECEIVED

JAN 13 2015

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 4.1 The Contractor hereby agrees that the surface of the site has been carefully examined and sufficient test holes have been made, or other subsurface investigations made and is satisfied that such site is a correct and suitable one for this work and assumes full responsibility therefore.**

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.

- 4.2 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.**

- 4.3 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Engineer, or by any agent or representative of the Owner or Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the**

Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES

5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section VII, Article 41 of the Specifications and Contract Documents, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.

5.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

6. PARTIAL AND FINAL PAYMENTS

6.1 In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

(a) The General Contractor must provide Subcontractor(s) releases from the prior payment draw prior to making the next payment draw, and require Subcontractor Waivers of Rights Against Payment Bond for only the previous pay request. Notwithstanding the foregoing pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Count with a written consent from the Surety regarding the Project or payment in question, no such waivers shall be required. The Surety may, in a writing served on the County, revoke its consent or direct that the County withhold a

specified amount from a payment, which shall be effective upon receipt.

- (b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

7. ADDITIONAL BONDS

- 7.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. CONTRACT DOCUMENTS

- 8.1 The Contract Documents, as stated in the Instructions to Bidders and attached hereto, are as fully a part of this Contract as if herein repeated. An enumeration of the Drawings accompanying these Contract Documents follows:

<u>Sheet No.</u>	<u>Title</u>
1	Key Sheet – Set 1
2 - 3	Summary of Pay Items
4 - 6	Drainage Map
7	Flood Data
8 - 14	Typical Section
15 – 16	Construction Details

17 - 18	Summary of Drainage Structures
19 - 21	Optional Materials Tabulation
22	General Notes
23 - 25	Project Layout
26 - 44	Plan & Profile
45	Intersection Details
46 - 62	Drainage Structures
63 - 67	Pond Details
68 -69	Outfall Structure Details
70	Key Sheet – Set 2
71 - 73	Cross Section Pattern
74	Roadway Soil Survey
75-145	Cross Section
146	Key Sheet – Set 3
147 - 148	Stormwater Pollution Prevention Plans
149 - 150	Traffic Control Plans
151	Utility General Notes
152 - 154	Utility Adjustment Sheets
155 - 171	Selective Clearing and Grubbing
172 – 174	Box Culvert CD-9
S-1 – S-3	S & PM Tabulation of Quantities
S-4	S & PM General Notes
S-5 – S-26	Signing & Pavement Marking Plan Sheets
S-27	Guide Sign Worksheet
T-1	Signal Tabulation of Quantities
T-2 – T-3	Signal General Notes
T-4 – T-5	Signalization Plan Sheets
T-6	Signal Head and Utility Location Plans
T-7	Guide Sign Worksheet
T-8	Strain Pole Schedule
Set 4	Structure Plans

9. AUDIT RIGHTS

- 9.1** In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Grantee for a period of three (3) years after the termination of this Contract, unless such records are exempt

from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes.

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 the Contractor in the United States of any other country.

10. PUBLIC RECORDS

10.1 The contractor agrees to comply with public records laws, specifically to:

- (a)** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b)** Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c)** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d)** Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

11. ATTORNEY'S FEES

11.1 In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

12. UNAUTHORIZED ALIEN WORKERS

12.1 The County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by

the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this contract by the County.

13. VENUE

13.1 Venue for any legal action by any party to this contract to interpret, construe or enforce this contract, shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Attest:

Scott Ellis
Scott Ellis, Clerk
Brevard County, Florida

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part

Robin Fisher, Chairman
As approved by the Board on September 23, 2014
Date: 11/15

(SEAL)

Reviewed for legal form and content:
By: EB 12/11/14
Eden Bentley, Deputy County Attorney

Witnessed in the presence of:**

Stacy L Baer
Leah Mauro

Ranger Construction Industries, Inc.
Party of the Second Part
F. Scott Fowler, Vice President
Date: 12.11.14

Richard A. Fowler
Attest:
Richard A. Fowler (Seal)
Asst. Secretary

(*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
(**) Two witnesses are required when Contractor is sole ownership or partnership.

CERTIFICATE

(Sample)

STATE OF FLORIDA)

ss

COUNTY OF Orange)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Ranger Construction, a corporation under the laws of the State of Florida, held on October 22, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that Frank Scott Fowler, as Vice President of the corporation, be is hereby authorized to execute the Contract dated 20 , between BREVARD COUNTY, FLORIDA, and this corporation, and that the execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 18th day of December, 2014.

Richard A. Fowler
Asst. Secretary





Ranger
Construction
Industries, Inc.

**WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
RANGER CONSTRUCTION INDUSTRIES, INC.**

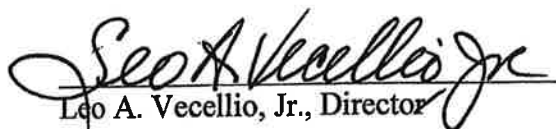
THE UNDERSIGNED, being all of the Directors of Ranger Construction Industries, Inc., a Florida Corporation (the "Corporation"), do hereby consent and subscribe to the following resolution, in lieu of holding a formal special meeting, pursuant to the terms of Florida Statutes 607.0704.

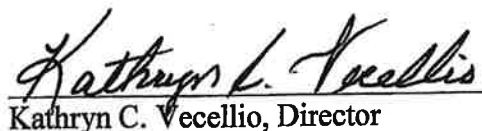
WHEREAS, it is deemed to be in the best interest of the Corporation that the Board of Directors elect Frank Scott Fowler, as Vice President of Operations for the Central Florida Area effective October 22, 2012.

RESOLVED, effective October 22, 2012, Frank Scott Fowler be elected Vice President of Operations for the Central Florida Area; and be it further

RESOLVED, that effective October 22nd, 2012, Frank Scott Fowler, as Vice President of the Corporation, be authorized to sign any bid documents, contracts, leases and other documents considered to be "in the ordinary course" of this Corporation's business. This authorization does not include "major decisions" including, but not limited to, potential business acquisitions or dispositions greater than \$3 million, major restructurings, distributions greater than \$1 million, windups, mergers, liquidations, the sale of a portion of the business, or any other decision other than "in the ordinary course."

IN WITNESS WHEREOF, the undersigned hereby executes this written consent as of October 22, 2012.


Leo A. Vecellio, Jr., Director


Kathryn C. Vecellio, Director


Christopher S. Vecellio, Director


Michael A. Vecellio, Director

BOND DEPARTMENT
PUBLIC WORKS BOND
IN COMPLIANCE WITH FLORIDA STATUTES 255.05 (1) (a)

Bond No. 106129450

Contractor Name Ranger Construction Industries, Inc.

Contractor Address 1200 Elboc Way, Winter Garden, FL 34787

Contractor Phone No. 407-656-9255

Surety Company Travelers Casualty and Surety Company of America

Surety Address One Tower Square, 5PB, Hartford, CT 06183

Surety Phone No. 800-242-8734

Owner Name Brevard County, Board of County Commissioners

Owner Address 2725 Fran Jameison Way, Viera, FL 32940

Owner Phone Number 321-617-7202

Obligee Name
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address

Obligee Phone No.

Contract No. (If Applicable)

Project Name St. Johns Heritage Parkway Southern Segment

Project Location Palm Bay, Florida/Brevard County

Legal Description and Street Address
See Project Name and Location

Description of Work
Construction of Roadway

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that
May be preprinted thereon.

SECTION VI

PUBLIC CONSTRUCTION PAYMENT BOND

BY THIS BOND, We Ranger Construction Industries, Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of Twelve Million Two Hundred Eighty-Eight Thousand Dollars and ⁰⁰ Cents (\$ 12,288,941.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

- 1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated January 7, 2015 2014, between Principal and Owner for construction of the ST. JOHNS HERITAGE PARKWAY SOUTHERN SEGMENT, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and**
- 2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because**

of a default by Principal under the contract, then this bond is void;
otherwise it remains in full force.

- Any modifications in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this 16th day of December, 2014.

Witness:

Stacy L Balboa

Ranger Construction Industries, Inc.

(Principal)

(Seal)

Its: Scott Fowler

(Title) Scott Fowler, Vice President

Witness:

Stacy L Balboa

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

Its: William Phelps

(Title) William Phelps, Attorney-In-Fact and FL Resident Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Douglas Browning certify that I am the Secretary of the Corporation named as Principal in the within bond; that Scott Fowler who signed the said bond on behalf of the Principal, was then Vice President of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Douglas Browning (Seal)
Secretary

STATE OF FLORIDA)

ss

COUNTY OF Orange

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared William Phelps to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Travelers Casualty and Surety Company of America and that said individual has been authorized by Travelers Casualty and Surety Company of America to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this 16th day of December, 2014, A.D.

(Attach Power of Attorney)

Stacy L Barber
Notary Public
State of Florida-at-Large

My Commission Expires: 4/19/16
My Commission Number is: EE154184





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. 215719

Certificate No. 006025969

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

William Phelps

of the City of Melbourne, 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 19th day of August, 2014.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, 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, 2016.



[Signature]
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 16th day of DECEMBER, 20 14


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.

PUBLIC CONSTRUCTION PERFORMANCE BOND

BY THIS BOND, We Ranger Construction Industries, Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of

Twelve Million Two Hundred Eighty-Eight Thousand Dollars and 00 Cents

(\$ 12,288,941.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

- 1. Performs promptly, completely and faithfully the contract dated January 1, 2014, between Principal and Owner for construction of the ST. JOHNS HERITAGE PARKWAY SOUTHERN SEGMENT, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and**
- 2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and**
- 3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.**

Any modifications in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this 16th day of December, 2014.

Witness:

Stacy L Barber

Ranger Construction Industries, Inc.
(Principal) (Seal)

Its: [Signature]
(Title) Scott Fowler, Vice President

Witness:

Stacy L Barber

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Its: [Signature]
(Title) William Phelps, Attorney-In-Fact and FL Resident Agent



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. 215719

Certificate No. 006025970

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

William Phelps

of the City of Melbourne, 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 19th day of August, 2014.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, 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, 2016.



[Signature]
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 16TH day of DECEMBER, 20 14.


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.