Agenda Report



2725 Judge Fran Jamieson Way Viera, FL 32940

New Business - Add-On

J.3: 1/10/2023

Subject:

Final Plat and Contract Approval, Re: Fox Glen Subdivision

Developer: D.R. Horton District 1

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 Fox Glen Subdivision.

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 Fox Glen Subdivision was held on September 24, 2020. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on January 11, 2022. 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 Fox Glen Subdivision, and has determined that it complies with the applicable ordinances.

This parcel is zoned RU-1-7 with BDP under zoning action 18PZ00072. It is located in a Residential 4 District designated by Brevard County's Future Land Use Map. The proposal is for 100 units on 28.17 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: 22FM00007, 20SD00016

Contact: Tim Craven, Planner II, Ext. 58266

Clerk to the Board Instructions:

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

J.3. 1/10/2023



FLORIDA'S SPACE COAST

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

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly, Powell@brevardclerk.us



January 11, 2023

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Timothy Craven

RE: Item J.3., Final Plat and Contract Approval for Fox Glen Subdivision, Developer: D. R. Horton

The Board of County Commissioners, in regular session on January 10, 2023, granted final plat approval; and authorized the Chair to execute the final Plat and the Contract for Fox Glen Subdivision, subject to minor engineering changes as applicable, and does not relieve developer from obtaining all other necessary jurisdictional permits. Enclosed is a fully-executed and certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M/SADOFF, CLERK

Kimberly Powell, Clerk to the Board

Encls. (2)

cc: Contracts Administration

Subject:

Final Plat and Contract Approval, Re: Fox Glen Subdivision

Developer: D.R. Horton District 1

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 Fox Glen Subdivision.

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 Fox Glen Subdivision was held on September 24, 2020. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on January 11, 2022. 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 Fox Glen Subdivision, and has determined that it complies with the applicable ordinances.

This parcel is zoned RU-1-7 with BDP under zoning action 18PZ00072. It is located in a Residential 4 District designated by Brevard County's Future Land Use Map. The proposal is for 100 units on 28.17 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: 22FM00007, 20SD00016

Contact: Tim Craven, Planner II, Ext. 58266

Clerk to the Board Instructions:

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

Subdivision No. 20SD0001		20SD00016	Project Name	Fox Glen Subdivision
		Subdivi	sion Infrastructure Contract	
County Commis	NTRACT e sioners of R Horton, In	Brevard County	day of Javyaky 2, Florida, hereinafter hereinafter referred to as	20,23, by and between the Board of referred to as "COUNTY," and "PRINCIPAL."
1. The PR	RINCIPAL	agrees to construct t	he improvements describ	contained, the parties hereto agree as sed below: drainage, roadways, sidewalks
and all	other impre	ovements depicted i	n subdivision numberoks of the Public Records	20SD00016 . A copy of
specificato as the incorport that the County faults a approv	cations on the "Work") orated into the Work will "'s approval and defects.	file in the Land Dev . Such plans and sp this Agreement by r ! conform to the req l of the Work. Prin Work not conform torized, may be con	velopment Division (which ecifications (hereinafter reference and made a part uirements of the Plans are cipal also warrants to Co- ing to these requirements	in accordance with the plans and ch construction is hereinafter referred referred to as the "Plans") are hereby thereof. Principal warrants to County and other requirements specified in the bunty that the Work will be free from s, including substitutions not properly All defective Work, whether or not in s paragraph 2.
found to Work, Work. any of to be finguing bond g	to be defect or, if it has If Principa the remedia ree from de by Principal iven by Pri	ive, Principal shall been rejected by Col does not promptly es provided for in p fects for a period of promptly upon no ncipal in connection	promptly, without cost to bunty, remove it from the comply with the terms of aragraph 6 herein below. If six (6) months. Any de- tice of the defect from C	inprovements by County, any Work is County, either correct such defective is site and replace it with nondefective of such instructions, County may elect in Corrective Work shall be warranted efect in such Work shall be corrected County. In the event the maintenance nee of the improvements is extended, attended for a like period.
constru provide	ction contr ed by law o	act with the contra of in equity with res	ctor constructing the impect to such construction	Principal's warranty rights under its provements (including all warranties n contract), which warranties may be neipal fails to perform its warranty

3. The PRINCIPAL agrees to complete said construction on or before the 10th day of January , 20 24 .

obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement

shall control."

- 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 \$5,783,648.73 ______. 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	ve set their hands and seals the day and year first above written.
Rachel M. Sadoff, Clerk	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA Rita Pritchett, Chair As approved by the Board on: 1000, 1000, 2023.
WITNESSES: 1/5/23 1/5/23	PRINCIPAL: John T. Lynch, Assistant Secretary 1.5.23 DATE
State of: Florida County of: Brevard	
The foregoing instrument was acknowled as identification and who determined the second	ged before me this <u>5</u> day of <u>January</u> 20 <u>2.3</u> , by who is personally known to me or who has produced id (did not) take an oath.
My commission expires: SEAL	Notary Public Padulli
Commission Number:	Notary Name printed, typed or stamped
Notary Public State of Florida Sonja L Pedretti My Commission HH 177529 FYD 9/21/2025	

KNOW ALL MEN BY THESE PRESENTS:

That we	D.R. Horton Inc.	
as "Owner" and,	Arch Insurance Company	, hereinafter referred to as
Surety, are neig and t	Irmly bound unto the BOARD OF CO	DUNTY COMMISSIONERS OF RREVARD
COUNTY, FLORIDA, her	einafter referred to as "County", in	the sum of \$5.783.648.73 for the
severally, firmly by these	ond ourselves, our heirs, executors presents:	s, successors and assigns, jointly and
WHEREAS, Owner JANUARY, 20 23	er has entered into a contract wi _, which contract is made a part here	ith the County dated the 10 day of eof by reference.
taithfully perform said co	ontract and complete the work conte	such that if Owner shall promptly and mplated therein by, it shall remain in full force and effect.
sixty (60 days from the d in order to insure perfor no arrangements have completion of said contr Owner and Surety jointly including but not limited direct or consequential, contract. After the expi right to contract for the the County's acceptanc Owner and Surety shall County is required to co at the rate of six perc	ate of said default within which to ta mance. If, at the expiration of sixty been made by the Owner or sure act, then the County shall have the and severally, shall pay all costs of to engineering, legal and other cowhich the County may sustain on a ration of the aforesaid grace period completion of said contract upon where of the lowest responsible bid for become immediately liable for the ammence legal proceedings for the cent (6%) per annum beginning with the State of the discretion, may permit the State of the contract upon when the state of the discretion, may permit the State of the cent (6%) per annum beginning with the State of the cent (6%) and the contract upon the cent (6%) per annum beginning with the State of the cent (6%) and the cent (6%) per annum beginning with the State of the cent (6%) and the cent (6%) and the cent (6%) are annum beginning with the State of the cent (6%) and the cent (6%) and the cent (6%) are annum beginning with the State of the cent (6%) and the cent (6%) and the cent (6%) are annum beginning with the State of the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%) and the cent (6%) are annumbered to the cent (6%	act by the County, the Surety shall have ake whatever action it deems necessary (60) days from the date of said default, ety satisfactory to the County for the right to complete said contract and the completing said contract to the County, sts, together with any damages, either account of the Owner's default of said d, the County shall have the additional hich the Owner has defaulted and upon r the completion of said contract, the amount of said bid and in the event the collection thereof, interest shall accrue ith the commencement of such legal Surety to complete said contract, in the
In the event that the obligors and each of fees.	the County commences suit for the f them agree to pay all costs incurr	collection of any sums due hereunder, red by the County, including attorney's
EXECUTED this 31	stday of May, 20 22_	
		OWNER: D.R. Horton, Inc.
		SURETY: Arch Insurance Company
		Tom Wille
	20 28 - 10	Noah William Pierce, Attorney-In-Fact
		TA SKAL
	PECTIVED	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett, Jynell Whitehead and Noah William Pierce of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day Insurance of November, 2021

> CORPORATE 1971

Attested and Certified

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Missauri

ealth of Pennsylvania - Hotary Seal MICHELE TRIPODI, Hotary Public Philadelphia County My Commission Expires July 31, 2025 Commission téumber 1168622

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 18, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3 day of 20 22

Regan A. Shulman, Secretary

My commission expires 07/31/2025

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500 Philadelphia, PA 19102 Msurance

SEAL 1971 .

William Charles

Missour To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



SHEET ____ OF 4

PLAT BOOK

LAND SURVEYING SERVICES,

PROJECT #45.18

DATE: 11–23–22

3970 MAYDA ROAD

NEST MELDOURNE, FI CRIDA 37904

(321) 766–8110

FOX GLEN

LYING IN A PORTION OF GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

VICINTY MA

H

EAST ADDRESS OF THE TO THE WITESTERN OF THE MACE AND ADDRESS TO THINKED THE CENTRE OF THE ADDRESS OF THE STREET OF THE WITESTERN OF THE MACE ADDRESS OF THE MACE ADDRE

PLAT NOTES:

- THE BEARMIS SHOWN HEREDN ARE BASED ON AN ASSLUED BEARING OF SOUTH CODISSY WEST ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RAINES SE CAST, BREARD COMITY, FLORIDA.
 - ALL PRIVATE UTLITY CASCIMENTS AND PRIVATE DRANKGE CASCIMENTS CREATED BY THIS PLAT ARE FOR THE BENEST OF FOX CLEN NEICHBORHODD ASSOCIATION, INC
- AN ENSUENT S FEET IN MOTH IS HESERY COCKIONIOS AGAIGENT TO AND CONTIGUOUS WITH ALL SIDE LOT LINES FOR THE PURPOSE OF PROMOTIOF OR MISTALLATION AND HAVIZIANCE OF PUBLIC LITLIES AND PRIVITE DRAWALE, UNLESS OTHERMES SHOWN.
- AN ENSUENT OF SET IN WOM IS MERBY REDICATED ALONG HE FRONT ALL LOTS AND TRACTS CHEATED BY THIS PLAT ADJACENT TO AND COMICIDENT WITH TRACT RD-1 FOR THE PURPOSE OF PROVIDES OF PROVIDES AND INSTITUTABLY AND LIANTEDWANCE OF PRIVITE AND PUBLIC UPLIES.
 - A PERFOLIA KON-EKOLOSIG FUBLO MORESS AND GORESS ESSERBIT IS KRIEN DÖDGI ITO DIER AND UPDN. FRACT RD-1 SYDINT HERDON FOR BIESAND COUNTY, ALL GOTGINGEN JGENGES, ALL PUBLIC AND PRIVATE UTLITY COMPANIES. AND EMERGENCY KRYDLES.
- TRACT BOLL IS TOOR PER PURPOSE OF PRIVATE RICHT-OF-WAY PRIVATE DEAMAGE. SIGNAGE AND PUBLIC UTLITY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY FOX GLEY TOUGHERDRANDS ASSOCIATION, NO.
 - TRACT RD-2 SHALL BE FOR THE PURPOSE OF PUBLIC ROAD RIGHT-OF-WAY AND SHALL BE DEDICATED TO AND MAINTAINED BY BREVARD COUNTY.
- ТАСТЬ ДЬ—1 АМО ДД—4 АКЕ ГОВ ТИЕ ФИРОЗЕ ОР НАТИКЫ, ВИРТЕР РРЕБЕЙАТОМ, ГАМОЗСАРИЮ РИВООБЕК ЯВИСАТОМ, SCREDWIC, PUBLIC SUCHMAK BACK STOPE СИЛДИК. РРЕЧЕТ ОРМИНОС АМО PUBLIC UTLITES AND SHALL BY OWNED AND MANTANED BY FOX GEN NEGORBOPHOOD ASSOCIATION, INC.
- TRACTS LD-1, LD-2 LD-3, LD-6, LD-7, LD-8 AND LD-8 ARE FOR THE PURPOSE OF LANDSCAPING PURPOSES, RRIGATION, SCREEMING, PRIVATE DRAWAGE AND PUBLIC UTLITIES AND SYNTAMED BY FOX GLEN REPORTED ASSOCIATION INC.
- TRACT IS-1 SHALL BE FOR THE PURPOSE OF A SANATAY SENGE LET STATON SITE AND SHALL BE DEEDED TO BY SEPARATE INSTRUMENT AND MAINTAINED BY THE CITY OF COCCOA 2 2
 - FRACES ST-1 AND ST-2, ARE FOR THE PURPOSE OF STORM WITTE MANAGUENT, PRIVATE DRAINAGE, PASSIVE OPEN SOACE AND PUBLIC UTLITY PURPOSES AND SOALL BE OMED AND MAINTAINED BY FOX GLEN HEIGHBORHOOD ASSOCIATION, INC... TRICT REP-1, SHALL BE FOR THE PURPOSE OF PLEDELATIONAL MAENITES, PRIVATE DRIVATE DRIVATE AND OPEN SPACE AND SHALL BE DIMED AND MANITANED BY FOX GLEN NEDROBERHOOD ASSOCIATION, INC. ŭ
- RACT IN-1 SMLL BE FOR THE SOLE PURPOSE OF CONSTRUTION OF PRICIADIOS AND UPLAND BRITTES AND SMLL BE OWNED AND MANIMADED BY FOR GLAP AND MANIMADED BY FOR STRUCTION, DAWNING ANY AND REFERENCE REPORTS AND MANIE FERENCE FOR SOLE AND MANIE FERENCE FOR SOLE AND MANIE FERENCE FOR SOLE AND MANIME FERENCE FOR SOLE AND MANIE FERENCE FOR SOLE AND MANIE FERENCE FOR SOLE AND MANIME FERENCE FOR SOLE AND MANIME FERENCE FOR SOLE AND MANIE FERENCE FOR SOLE AND MANIME FERENCE FERENCE FERENCE FERENCE FERENCE FOR SOLE AND MANIME FERENCE FOR SOLE AND MANIME FERENCE FERE 57
 - HA THE FLAT IS SHELET TO ENVIRONMENTAL RESOURCE FERMIT NOTICE RECORDED IN OFFICIAL RECORDS BOOK 9407, PAGE 1494, OF THE PUBLIC RECORDS OF BREMAD COUNTY.
- PAGE ____ 50
- AS AMENDED IN
 - SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7-9).

ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OMNER, AND/OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN.

- WASSES AND DESCRIPTION OF THE THREE ō V, Ø

 - АЛ. ТОТ АЛО ТЯХСТ ФИКРЫS SHALL SHARE EDUALLY И ТНЕ РЕРАЙ АЛО ТИКТИЛИСЕ ОF THE PRIVATE DRAINAGE CONNETANCE EASEMENTS SHOWN HERICON AS DESCRIBED IN THE CONEMANTS AND RESTRICTIONS AND OR HOMEOWIERS ASSOCIATION DOCUMENTS. BBEVARD COUNTY SHILL NOT HAVE ANY RESPONSBULTY RECARDING THE AMANITOMING. REPAIR AND ARE ANY DEMINDED OF AUT LOT DRAIMACE, STORAL MATER MATER ANA STORAL MATER Oh . 20.
 - TO THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE MEMORY OF THE PROPERTY 5
- ALL RATTO NORL UNITY ELEMENTS SHALLASD THE DESENDITY FOR THE CONSTRUCTION WISTLATON MAINTENANCE AND DESENTION OF DIBLE TELEGON SERVICES PRODUCES THE CONSTRUCTION OF DIBLE TELEGON SERVICES AND THE CONSTRUCTION OF THE CONSTRUCTI 22
 - ВРЕМИР СОМТИ ВОКОМЫЯК ВЫЗОНТВ WITHIN THE LIMITS OF FOX OLEN PARSE ONE AND BREWARD COMMY BENCHAMEN ESAMS 2010 IS LOCATED ADANCENT 10 THE LIMITS ОF THESE PLAT BOUNDARIES, YOR VERTICAL COMTROL DATA COMTACT THE BREWARD AND LAPPING DETARMENT. N,
- CORROWERS SENSOR WEST, WE SENSO ON AS EAST ON ASSET OF AS CORROWER SETS TO CORROWER MICROSAN DATIOL OF USA NO MELALOSTED IN 2011 (MADA). IS SETSORY TO SETS IT WAS ASSED AND STAND YOU SELVEY TO ADMINIST THE CORROWER MALES SHOWN ON HE ALT WEST COMMUNIST MALES SHOWN ON HE ALT WEST COMMUNIST CONTROL TO ADMINIST SHOWN ON HE ALT WEST COMMUNIST MALES SHOWN ON HE ALT WEST COMMUNIST CONTROL TO CONTROL THE CO 24
 - IN THE FIGURAL PREVISIO COUNTY DESTINAIS THE SUMPLICE OF A PRIVATE STREET DUE TO MANIFONNEE, REPUR ON REPLICACION OF A PUBLIC MARRIENT LOCATED THEREN THE PROVINCE OF THE RESPONSABLE FOR RESTORME THE STREET SUMPLIED THE EXTENT MACH MOUJUDE REQUIRED OF THE STREET WERE A MODIC STREET IN ACCORDANCE WITH COUNTY SPECIALISMS.
 - HENT PLAN RECORDED IN OFFICIAL RECORDS BOOK 8399 PAGE 2680, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
 - ALL LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- HIS BLATTS SUBJECT TO NOTICE OF COMMENZABENT RECORDED IN OPTICAL RECOMDS BOOK 9436, PACE 2479, OF THE PUBLIC RECOMDS OF BREVIAD COUNTY, FLORIDA, THIS PLAT. S SUBJECT TO NOTICE OF COMMENCEMENT RECORDED IN OPTICAL RECORDED BOOK 9451, PACE 2480 OF THE PUBLIC RECORDS OF BREVIADS COUNTY, FLORIDA

700000000000000000000000000000000000000			2				
70 82 GHZ D	AK/493	1493572.53	732,312,29	28'26'32.1446	1493572.53 732312.29 28'26'32.1446' 80'45'46.9959'W 0.99994782 06'06'46.3"	0.99994782	06'06'46.3"
GPS ZACK	602800	1490381.74	733166 39	28'26'00.5345"	1490381.74 733166 39 28'26'00.5345" 8045'37.4993"W 0.99994797 06'06'50.7	0.99994797	05'06'50.7"
	NOR	TH AMERICAN	DATUM OF 19	ORTH AMERICAN DATUM OF 1983/2011 (HAD 83/H)	3/11)		

NE OFFICIAL	WIT IN NO	GRAPHIC OR	RICTIONS THAT	2) TBN 3	
PLAT, AS RECORDED IN ITS DRAPHIC FORM, IS THE OFFICIAL	THE SUBDINDED LANDS DESCRIBED HEREIN AND MILL IN NO	E SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR	MAY BE ADDITIONAL REST	MADED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC	
LAT. AS RECORDED IN	THE SUBDINDED LANDS	BE SUPPLANTED IN	IN THE PLAT. THERE	RDED ON THIS PLAT TO	THIS COUNTY.

SECTION 31 TWP, 23 S, RANGE 36 E. CEDICATION DOTAL ID 17 SEC 1920 TO 18 SEC 19	FOX GLEN	interly declores a through any first the count of properts that are set of the count of properts the count of the count of properts and set of the count of properts and set of the count o	IN WITHEN WENTER, the undersigned has account these presents in to Wared and utlented to by the officer named being	BY (LLL) (LLLL) (Strings, Inc. e Delener Companies on the Companies Cart V. William (String Cart) of the Dates French (String Cart) of these	Sport and made in the pursues of NOST Constant Cons	TALK E ENGARIS SERVICE SERVICES OF SERVICE	Common type (Activities Common type Common	The second of th
---	----------	--	--	---	--	--	--	--

FOR GLEN HONDOMER'S ASSOCIATION, WC. YOU GLEV HOMEOWNERS ASSOCIATION

CANDICATION STOCKED STREET

L B

N A

AREA

SHEET 4

FOR CLEN NOW[DINGES ASSOCIATION

FOR D.DV HONDONDYS ASSOCIATION FOR SLIP MONFOWERS ASSOCIATION

5.31 AC. | WETLAND CONSERVATION / PRESERVATION | FOX CLEN HOMEDINNERS ASSOCIATION OFFICIAL INFORMATION SEE PLAT NOTES AND PLAT DEDICATION.

Standard bet Standard

0.11 Ac.

9-07

0/0	SUPPLINE That the undersplant, laws, pow, flow in laws, profits for consider wavey of the inferior sed plat complete with 6 of 8 and 1, flowed Statutes and sed land is noticed in flower sed land in the second in flower sed land in the second in flower sed land in second in flower second land in the second in)
County and State stremes S. 944 20.	CETEGAT OF CHAPTER OF THE PROPERTY OF CHAPTER OF CHAPTE	Andrew W. Powahok, P.L.S. AAL Land Surveying Survices, Inc. 2020 Batter Rood W. Melbourns, Revide 33004 IB = 0008622 Certificate of Authorization

SERTIFICATE OF RENEWALD SURVEYOR

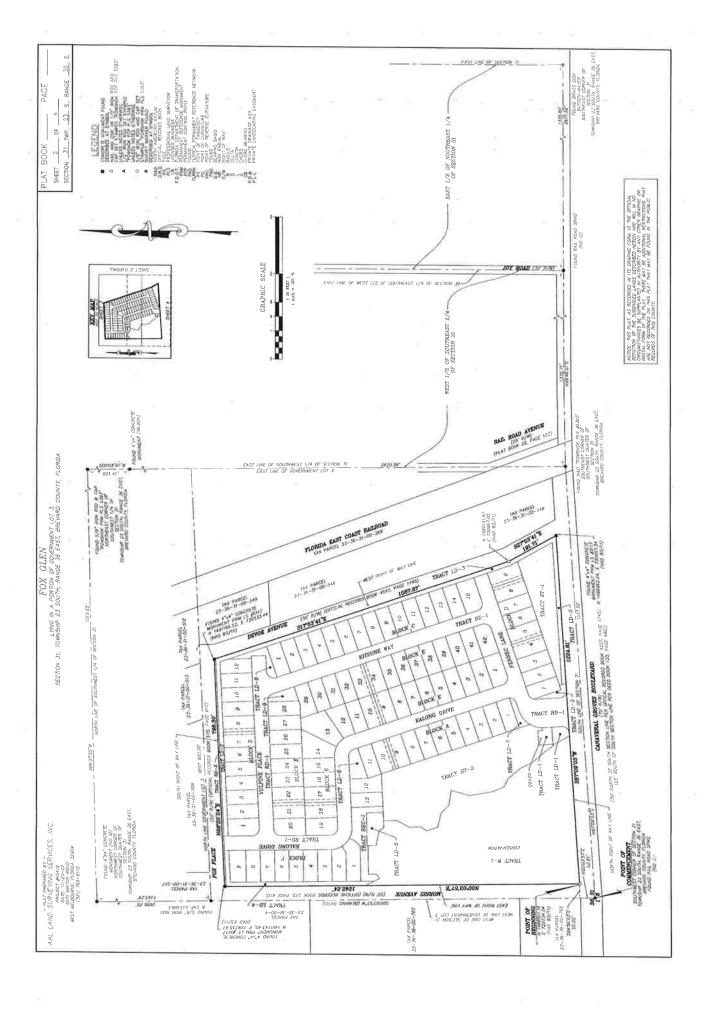
FOR EREYARD COUNTY CRIFF, That I have seen the temporary part and that the temporary with County ordinance 52-264/(\$\times\text{C}\text{C}\text{c}\tex Outs and Server to Breat Courty
MONIA, a SERVER VIS. BREAT CONTINUED OF DESIGNATION
BY BOASO OF COURTY COMMISSIONERS

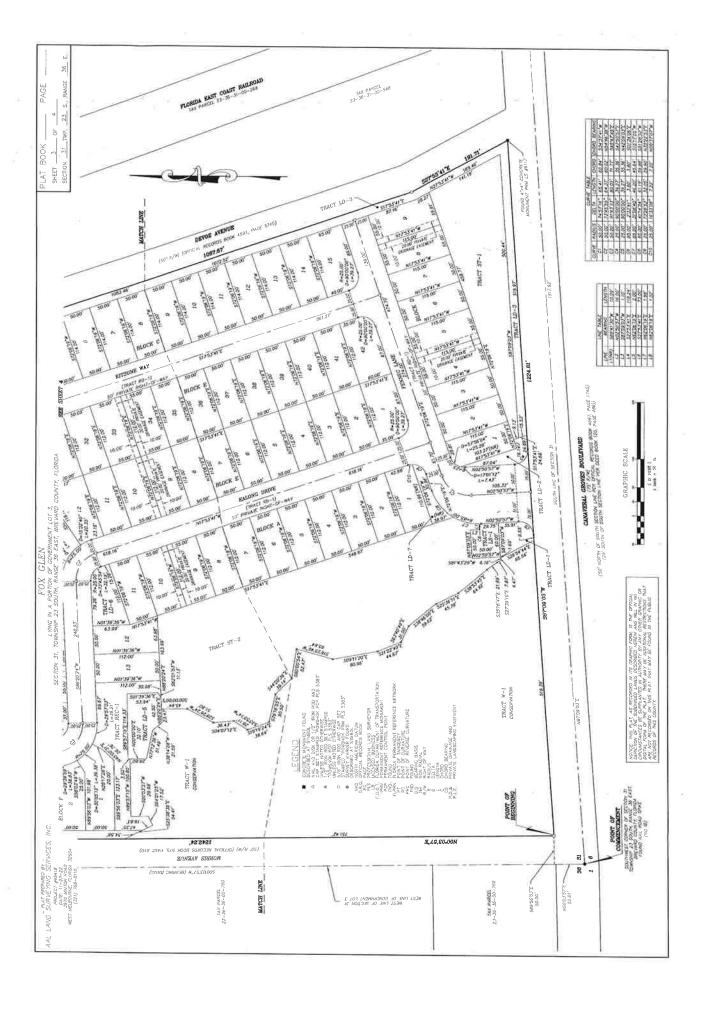
THES IS TO CERTEY, That Board of County Commissioners hereby accept of economical disdicated to the public. Rha Prilichett, Chair ATTEST

the Street, that on the Board of County Commission Breard County Commission Breard County, Forder. CERTIFICATE OF APPROVAL BY ROADS OF COUNTY COMMISSIONERS

Gert of the Citasil Court in and for Brevard County, Florido

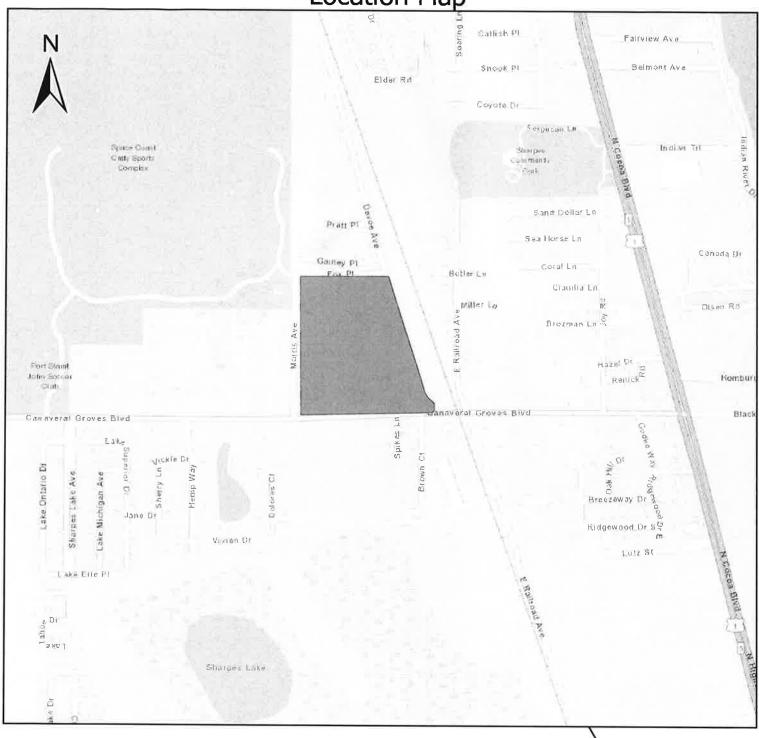
Pila Prilahett, Chair







Location Map



Buffer Boundary in Dark Orange Subject Property in Orange

6 *

Print Time: 12/13/2022 1:50 PM

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

Scale: 1:12,000 1 inch equals 1,000 feet

0 500 1,000 ft

