### **Agenda Report**



2725 Judge Fran Jamieson Way Viera, FL 32940

### Consent

F.2.

2/9/2021

### Subject:

Final Plat and Contract Approval, Re: Hickory Ridge Phase 2
Developer: Granite Property Development, Inc.
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 Hickory Ridge Phase 2.

### **Summary Explanation and Background:**

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on June 15, 2017. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on December 8, 2017. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Hickory Ridge Phase 2 subdivision, and has determined that it is in compliance with the applicable ordinances.

Hickory Ridge Phase 2 is located on the west side of U.S. Highway 1, north of Pam Lem Street in Sharpes. The proposed subdivision contains 47 single family lots on 10.199 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: 20FM00009, 17SD00015

Contact: Amanda Elmore, Assistant Director Ext. 58996

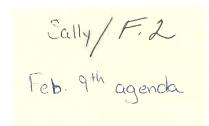
### Clerk to the Board Instructions:

F.2.	2/9/2021
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Please have the contract signed and return the original and a certified copy to Planning and Development.

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### 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



February 10, 2021

### MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item F.2., Final Plat and Contract Approval for Hickory Ridge Phase 2

Developer: Granite Property Development, Inc.

The Board of County Commissioners, in regular session on February 9, 2021, granted final plat approval and authorized the Chair to sign the final plat and Contract for Hickory Ridge Phase 2, subject to minor changes, if necessary, receipt of all documents required for recording, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHELM: SADOFF, CLERK

Kimberly Powell, Clerk to the Board

sm/

Encl. (1)

## Subdivision No. 20 FM 00009

Project Name Hickory Ridge

### Subdivision Infrastructure Contract

THIS CONTRACT entered into this 9th day of FEB 2021, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Grante Property Development, hereinafter referred to as "PRINCIPAL."

### WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number (17500015). A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 20 day of January 2022.

- 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 \$\frac{147,626.50}{26.50}\$If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
- 5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
- 6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
- 7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
- 8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
- 9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written. ATTEST: **BOARD OF COUNTY COMMISSIONERS** OF BREVARD COUNTY, FLORIDA Rachel M. Sadoff Rita Pritchett, Chair As approved by the Board on: FEB 9 , 20 21. WITNESSES: PRINCIPAL: Granite Property, as Property Development Inc January 19, 2021 DATE State of: Florida County of: martin The foregoing instrument was acknowledged before me this 19 day of January 20 21, by who is personally known to me or who has produced as identification and who did (did not) take an oath. My commission expires: **Notary Public** SEAL Commission Number: 35505 Theresa Goodnich Notary Name printed, typed or stamped



### SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

hereinafter referred to That we, Granite Property Development Inc. as "Owner" and, Hartford Accident and Indemnity Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 747,626.50 , for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 9th day of February , 2021 , which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by January 20th 2022 , then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60 days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 21st day of January , 2021 .

OWNER Milinda Onke Melinda Duke, Director

Jennie N. Länman, Attorney-In-Fact

Pre-approved Form reviewed for Legal form and content: 12/18/07

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-12

One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL	<b>PERSONS</b>	BY THESE	PRESENTS	THAT

Agency Name:

HALCYON UNDERWRITERS

Agency Code: 21-224119

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of \$15,000,000:

Jennie N. Lanman of Maitland, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.















flow gray

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

On this 11<sup>th</sup> day of January 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Knahwon T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of January 21, 201.

Signed and sealed at the City of Hartford.

















Kevin Heckm

Jan Allen

24 SOUTH, RANGE 36 EAST

SECTION 6, TOWNSHIP PLAT BOOK SHEET 1 OF 2

PAGE

# 1 HICKORY RIDGE

LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNT

VICINITY MAP - NOT TO SCALE

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PHASE 2 KEY MAP

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11, ALL DRABNACE AND STORMMATER INFRASTRUCTURE SHALL BE OWNED AND MAINTAINED BY THE H.O.A. (HICKORY RIDGE ASSOCIATION OF BREAMED, INC.)

FOR BENNER SELLEN I HEVER CENTRY, THAT I HAVE REVIEWD THE I, ROBOR WITH CHAIR SHE SELLEN STATUTES AND BREVIARD COUNTY OF 62-2841 (C)(0).

MOVIEL A SWEDIET PROFESSIOWAL SURVEYOR AND IMAPPER NO. 4570

13. FOR JOHNDERS IN DEDICATION SEE O.R.B. PAGE , PUBLIC RECORDS OF BREWARD COUNTY, PLORIDA.

MORTIAGE RECORDED MARCH 9, 2020, IN OPFICIAL, RECORDS BOOK 6665, PAGE 2112, PUBLIC RECORDS OF BERNAD COLANT, A FORMEL, MICHAR WITH AN ASSCIANMENT OF LEAST, RESTIN AND OTHER PROPERTY RECORDED IN OFFICIAL RECORDS 8050, PAGE 2137, PUBLIC RECORDS OF BREMAD COLUMY, FLORIDA (COLLECTIVELY, "MORTIAGE")

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NOTICE OF COMMENCEMENT RECORDED ON FEBRUARY 24, 2020, IN OFFICIAL RECORDS BOOK 8672, PAGE 497, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

A BINDING DEVELOPMENT PLAN RECORDED JULY 26, 2017, IN OFFICIAL RECORDS BOOK 7946, PARE 38s.

& ASSOCIATES Consulting Engineers, Inc.

CERTIPICATE OF CLERK
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RACHEL M. SADOFF CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY,

THE BEARINGS SHOWN HEREON ARE BUSED ON FLOREDA STATE PLANE COORBINATE SYSTEM, FLOREN'S SEX TOW, FORTH AMERICAN DATUM OF 1883, RECUMSITED IN 1990, THE WORLHESTANDON UTILIZED IS BREAKED COUNTY '9FS ZACK" AND BREAKED COUNTY 195 73. A64" WHICH BEAKES N772133E. LANIOS PLATED SHOWN HEREON ARE SUBJECT TO RESTRICTIONS, CONFLANTS, COMPANTS, COMPANTS, COMPANTS ESPECIALLY ALL DIMEN MATERS RECORDS IN O.R.B. 9449, PAGE 1731, OF THE PUBLIC RECORDS OF BREWARD COUNTY, FLORIDA. BREMARD COUNTY VERTICAL CONTROL MARK EGASE IS LOCATED WITHIN THE LIMITS OF ANGORF HOGE PHASE I PLAT HOON DE JA PLACE SO, FOR VERTICAL CONTROL DATA CONTACT THE BREMARD COUNTY SHRAFING AND MAPPING DEFARTIBIT. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH PLORIDA STATUTE CHAPTERS 177 091(8) AND 177 091(9)

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HOCKORY RIDGE PHASE 1
PLAT BOOK 67, PAGE 23
PAGE 34
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PHASE LEGEND:

GRAPHIC SCALE

REMAINDER OF TAX PARCEL 30 NOT PLATTED - 0.R.B. 7680, PACE 1935

THEE PRESENTIN MOSE" SHALL JEAN THOSE THACTS OR DESIDENT DESIGNATED FOR TREPETED AND THE STEPN AND THE SERVEN A

HICHMAN NO.

12, PRIVATE DRAINAGE & STORMWATER / RECREATION TRACT C" IS HEREBY DEDICATED AND CONVEYED TO THE H.O.A. (HICKORY RIDGE ASSOCIATION OF BREVARD, INC.)

14. ENCUMBRANCES SHOWN ON THE OPINION OF TITLE DATED JANUARY 18, 2021, PREPARED BY THE LAW OFFICES OF CANTWELL & COLDAMM, P.A. ARE AS FOLLOWS:

ORB. REIR, PC. 2513

RESTRICTIONS PER SAID TITLE OPPOSITS

B. BINDING DEVELOPMENT PLAN RECORDED JULY 26, 2017, IN OFFICIAL RECORDS BOOK 7846, PAGE 490. C. CITY OF COCCA ANNEXATION AGREEMENT HECORDED MARCH 6, 2016, IN OFFICIAL RECORDS BOOK 8107, PAGE 249.

ATEST:
THES IS TO CERTIFY, THAT ON
THES IS TO CERTIFY, THAT ON
FLOREDA APPROVED THE FOREGOING PLAT.
FLOREDA APPROVED THE FOREGOING PLAT.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

D. NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED OCTOBER 5, 2017, IN OFFICIAL, RECORDS BOOK 7997, PAGE 2279.

15, ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS DESIGNATED NR (NON-RADIAL)

1.201 AC OWNERSHIP & MAINTENANCE ENTITY AREA H.D.A. PHICKORY RIDGE ASSOCIATION OF BREVARD, INC.)

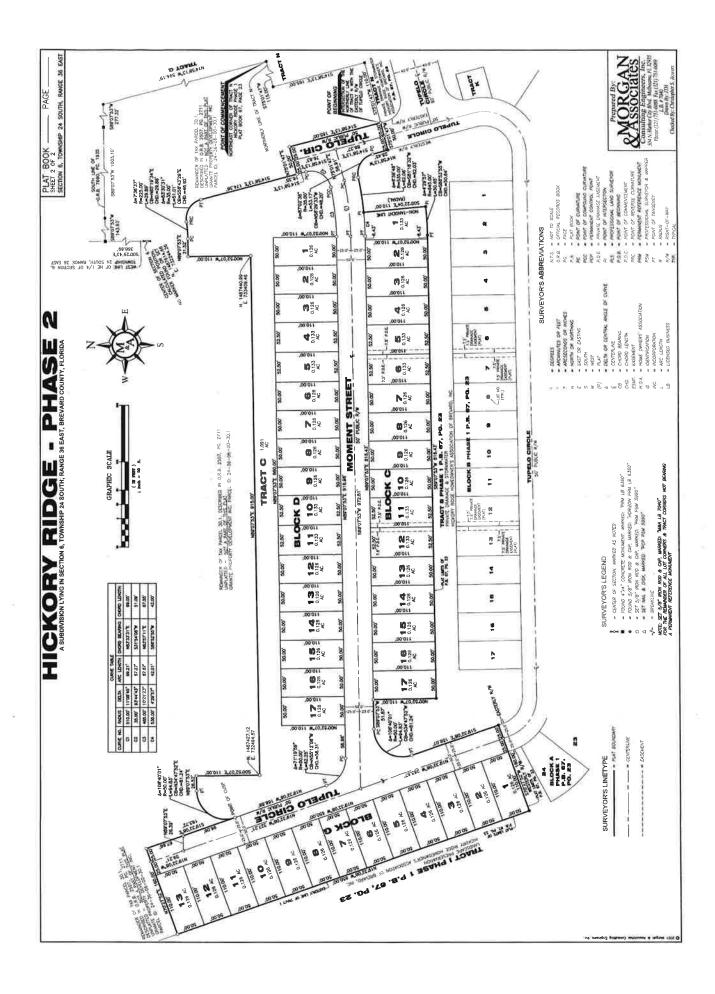
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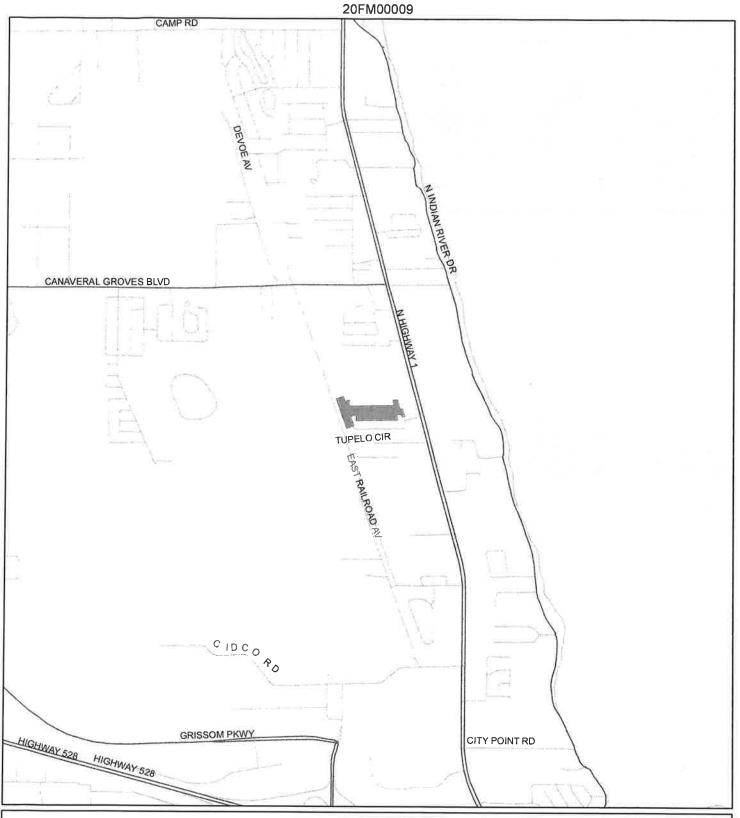
REMANDER OF TAX PARCEL 30.1 DESCRIBED IN O.R.B. 2507, PG. 27.1 INDIVIDUAL NOT A PART OF THIS PLAT

| December | Pop | Approximate | Approximate



### LOCATION MAP

HICKORY RIDGE - PHASE 2





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



**Subject Property** 

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

Produced by BoCC - GIS Date: 1/21/2021