

F. Consent Agenda - Planning and Development
ITEM 9.



AGENDA REPORT
May 21, 2019

**Final Plat and Contract Approval, Re: Hickory Ridge Phase 1 (17SD00015)
(District 1)**

SUBJECT:

Final Plat and Contract Approval, Re: Hickory Ridge Phase 1
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 1.

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 1 subdivision, and has determined that it is in compliance with the applicable ordinances.

Hickory Ridge Phase 1 is located on the west side of U.S. Highway 1, north of Pam Lem Street in Sharpes. The proposed subdivision contains 41 single family lots on 19.78 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: 17SD00015

Contact: Rebecca Ragain, Assistant Director Ext. 52362

CLERK TO THE BOARD INSTRUCTIONS:

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

ATTACHMENTS:

Description

- Contract**
- Bond**
- Plat**
- Location Map**



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 22, 2019

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director Attn: Rebecca Ragain

RE: Item F.9., Final Plat and Contract Approval for Hickory Ridge Phase 1 (17SC00015)

The Board of County Commissioners, in regular session on May 21, 2019, granted final plat approval; and authorized the Chair to sign the final plat and execute the Contract with Granite Property Development, Inc. for Hickory Ridge Phase I, subject to minor engineering changes as applicable, and developer responsible for obtaining all other necessary jurisdictional permits. Enclosed is a fully-executed and a certified copy of the Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

Subdivision No. 17SD00015 **Project Name** HICKORY RIDGE OF BREVARD

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 21st day of May 2019, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and GRANITE PROPERTY DEVELOPMENT INC, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

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

1. The PRINCIPAL agrees to construct the improvements described below:
PHASE ONE CONSTRUCTION OF IMPROVEMENTS STRICTLY IN ACCORDANCE WITH THE PLANS ON FILE IN THE LAND DEVELOPMENT DIVISION OF BREVARD COUNTY, FL.
and all other improvements depicted in subdivision number 17SD00015. 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 28TH day of MARCH, 2021.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 968,129.37 . 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

[Signature]
Scott Ellis, Clerk

[Signature]
Kristine Anardi, Chair

As approved by the Board on: MAY 21, 2019

WITNESSES:

PRINCIPAL:

[Signature]
CHERYL M. LANGE
[Signature]
Jenica B. Will

[Signature]
Daniel A. Duke, Jr. as President/Director
~~JUNE 30TH, 2019~~ ²⁰ April 30, 2019
DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 30th day of April 2019 by Daniel A. Duke, Jr. who is personally known to me or who has produced his drivers license as identification and who did (did not) take an oath.

My commission expires:

S E A L

Commission Number:



[Signature]
Notary Public

Jenica B. Will
Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

Bond Number: 21BCSIC1426

KNOW ALL MEN BY THESE PRESENTS:

That we, Granite Property Development Inc., hereinafter referred to 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 \$968,129.37, 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 21st day of May, 2019, 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 May 21st, 2021, 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 30th day of April, 2019.

OWNER: Mrs. Melinda Duke
Melinda Duke, Director

SURETY: Augusta M. Godinho
Augusta M. Godinho, Attorney-in-Fact

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 PERSONS BY THESE PRESENTS THAT:

Agency Name: HALCYON UNDERWRITERS
 Agency Code: 21-224119

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- 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 Unlimited** :

Paul C. Lyons III, Katherine A. Lee, Augusta M. Godinho of MAITLAND, Florida

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 , 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.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, 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.



CERTIFICATE

Kathleen 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 April 30, 2019 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

HICKORY RIDGE - PHASE 1

A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

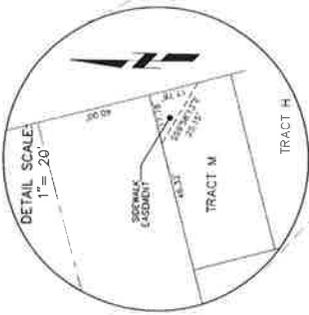
PLAT BOOK PAGE
SHEET 3 OF 3
SECTION 6, TWP. 24 S., RANGE 36 E.

ENGINEER OF RECORD -
LARRY M. HARRIS, P.E.
1500 UNIVERSITY BLVD.
MELBOURNE, FL 32954
(321) 731-7227
(321) 241-8804

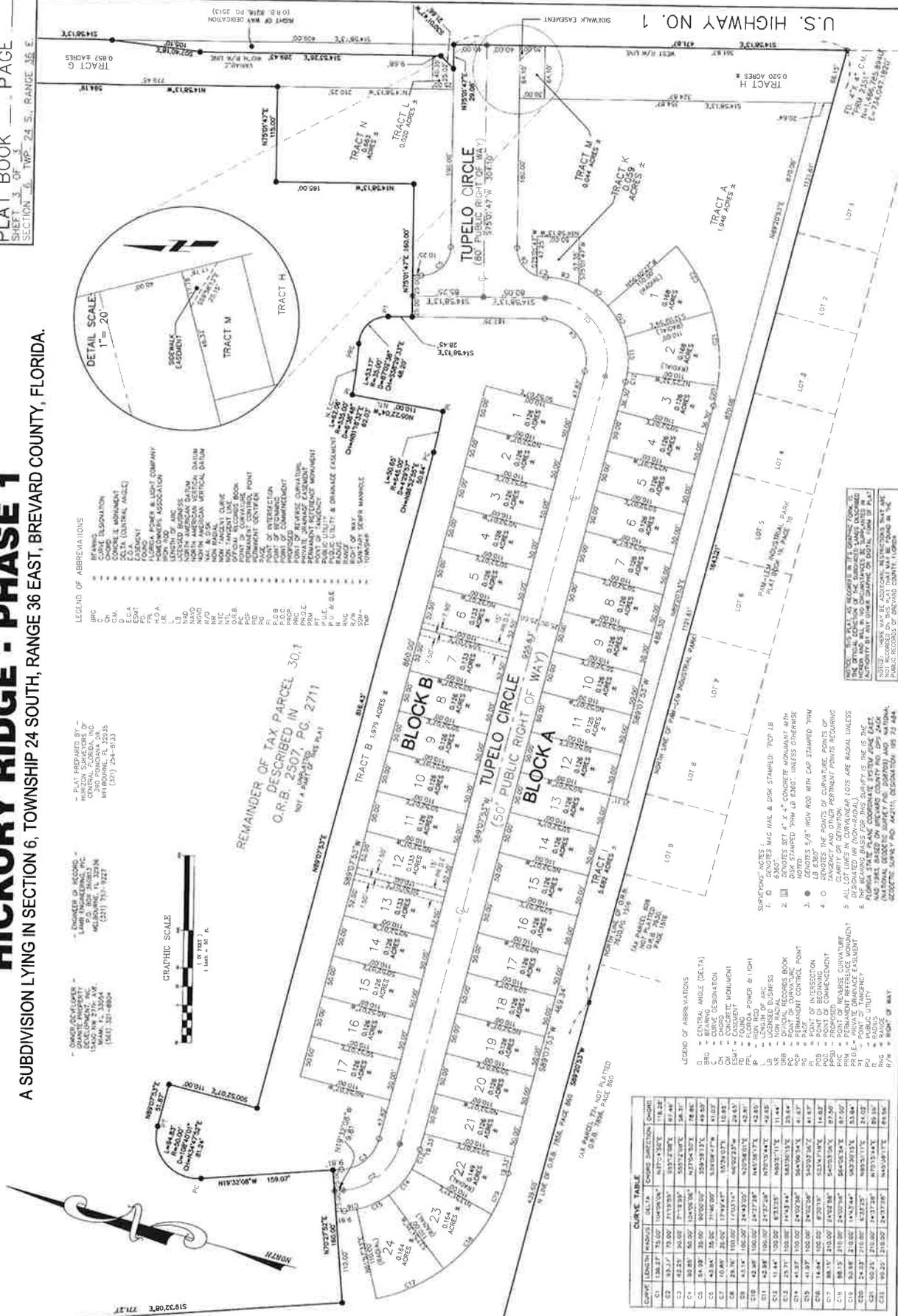
PLAT PREPARED BY -
HORIZON SURVEYORS OF
FLORIDA, INC.
3350 PONDICIA DR.
MELBOURNE, FL 32935
(321) 241-8804

LEGEND OF ABBREVIATIONS

- B/C = BOUNDARY CORNER
- CH = CURVE
- D.M. = DEED MONUMENT
- E.O.A. = EXISTING OPEN AREA
- FSM = FOUND SURVEY MONUMENT
- H.O.A. = HOMEOWNERS ASSOCIATION
- IR = IRON ROD
- JAC = JACOBI ANGLE CORNER
- LS = LICENSED BUSINESS
- NAVO = NORTH AMERICAN VERTICAL DATUM
- NAVD83 = NORTH AMERICAN DATUM 1983
- NR = NON RADIAL
- NRP = NON RADIAL POINT
- NTIC = NORTH TANGENCY
- PC = POINT OF COMMENCEMENT
- PCC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- P.U. = PUBLIC UTILITY
- P.V. & S.E. = POINT OF VERTICAL ALIGNMENT
- RNG = RANGE
- S/79 = SOUTH 79 DEGREES
- TWP = TOWNSHIP



REMAINDER OF TAX PARCEL 30.1
O.R.B. 2507, PG. 2711
NOT A PART OF THIS PLAT



CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	CHORD
C1	138.37	75.00	104.00°	117.04	S87°04'32"E	118.24
C2	93.27	75.00	71.93°	59.73	S87°04'32"E	61.48
C3	52.34	75.00	41.83°	35.72	S87°04'32"E	36.31
C4	31.89	75.00	25.00°	21.88	S87°04'32"E	22.28
C5	19.84	75.00	14.93°	13.74	S87°04'32"E	13.93
C6	12.50	75.00	9.00°	8.54	S87°04'32"E	8.73
C7	7.66	75.00	5.41°	5.34	S87°04'32"E	5.49
C8	4.79	75.00	3.26°	3.31	S87°04'32"E	3.38
C9	2.98	75.00	2.00°	2.04	S87°04'32"E	2.08
C10	1.84	75.00	1.25°	1.26	S87°04'32"E	1.28
C11	1.14	75.00	0.78°	0.78	S87°04'32"E	0.80
C12	0.71	75.00	0.49°	0.49	S87°04'32"E	0.50
C13	0.44	75.00	0.31°	0.31	S87°04'32"E	0.32
C14	0.27	75.00	0.19°	0.19	S87°04'32"E	0.19
C15	0.17	75.00	0.12°	0.12	S87°04'32"E	0.12
C16	0.11	75.00	0.07°	0.07	S87°04'32"E	0.07
C17	0.07	75.00	0.04°	0.04	S87°04'32"E	0.04
C18	0.04	75.00	0.03°	0.03	S87°04'32"E	0.03
C19	0.03	75.00	0.02°	0.02	S87°04'32"E	0.02
C20	0.02	75.00	0.01°	0.01	S87°04'32"E	0.01
C21	0.01	75.00	0.01°	0.01	S87°04'32"E	0.01
C22	0.01	75.00	0.01°	0.01	S87°04'32"E	0.01
C23	0.01	75.00	0.01°	0.01	S87°04'32"E	0.01
C24	0.01	75.00	0.01°	0.01	S87°04'32"E	0.01

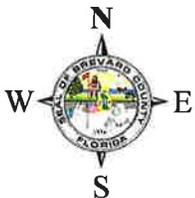
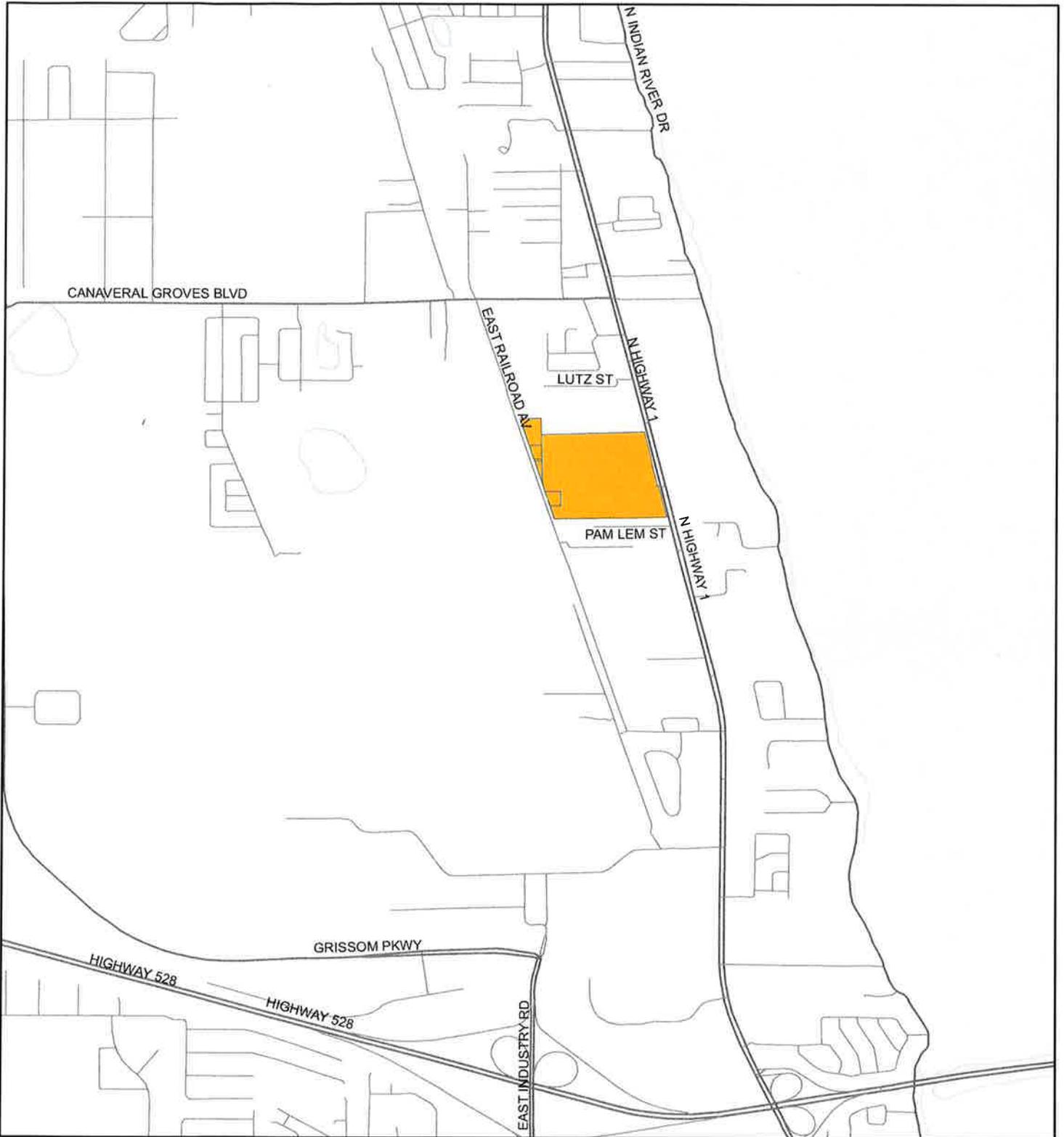
- LEGEND OF ABBREVIATIONS
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 - P.U. = PUBLIC UTILITY
 - R = RADIUS
 - RNG = RANGE
 - S/79 = SOUTH 79 DEGREES

NOTICE: THIS PLAT IS SUBJECT TO THE SURVEYING, MAPPING AND RECORDS ACTS OF THE STATE OF FLORIDA AND ALL FEDERAL LAWS THEREUNDER. THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ARE THE AUTHORITY FOR THE LOCATION OF THIS PLAT.

LOCATION MAP

HICKORY RIDGE - PHASE 1

17SD00015



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: 4/5/2019